
HOUSING AUTHORITY OF THE CITY OF SEATTLE

MANUAL OF OPERATIONS

SUBJECT: Vacating

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.

IMPLEMENTING POLICY:

A. 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.¹ 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)

Upon written notice by the resident of his or her intention to terminate the lease, SHA may show the unit for the purpose of re-leasing at all reasonable times, with 24 hour notice, from the date of the residents written notice forward.

Upon vacate, SHA will inspect the unit and give, within the period required by State Law, a full and specific statement of the basis for retaining any of the deposit together with the payment of any refund due the resident under the terms and conditions of the rental agreement or lease. No portion of any deposit shall be withheld on account of wear resulting from ordinary use of the

¹ Any tenant who is a member of the armed forces, including the national guard and armed forces reserves, or that tenant's spouse or dependant, may terminate a rental agreement with less than twenty days' notice if the tenant receives reassignment or deployment orders that do not allow a twenty-day notice. RCW 59-18-200. The tenant shall provide notice of the reassignment or deployment order to the landlord no later than seven days after receipt. RCW 59-18-220

premises. The statement shall be delivered to the resident by U.S. mail to his or her last known address.

The condition of the unit at the time of vacating shall be inspected against the move-in "Apartment Inspection Report," by SHA, who has the final authority to determine how much of the security deposit shall be refunded in accordance with the conditions set forth in the Rental Agreement or Lease. It is the resident's obligation to leave the unit clean and in good condition at the time of vacating. Move-out inspections are conducted during normal office hours and residents shall be encouraged to be present at the inspection.

Residents shall be considered to have possession of the unit until the keys are turned in to the management office. The resident shall be charged rent through the last day of the notice period or to the date keys are returned, whichever is later; provided, however, that if keys are turned in prior to 12:00 noon, the vacating resident will not be charged rent for that day.

Any personal property left on the premises after vacating shall be handled in accordance with SHA's policy L12.7-1, on abandoned personal property.

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

SHA shall report to HUD's national repository of families that owe a debt to any public housing authority nationwide and/or left under negative circumstances (termination/eviction). Information shall be entered into this system no sooner than 30-days and no later than 90-days from the date the residents participation in SHA's public housing ends, in accordance with HUD regulations.

Vacated residents must submit written disputes of debt owed and /or termination information reported by SHA. SHA shall investigate claims of inaccurate information and respond in writing to notify the vacated resident of the outcome of his or her dispute. SHA shall correct or, as the case may be, delete inaccurate debt owed or termination information reported by SHA, in the EIV system. If no dispute is made after three years from the date the resident vacated, the debt owed or termination will be presumed correct.

Finance and Administration's Accounts Receivables staff shall be the designated HUD's Program Administrator role for the purpose of entering, updating, and deleting information in EIV.