
HOUSING AUTHORITY OF THE CITY OF SEATTLE
MANUAL OF OPERATIONS

SUBJECT: Resident Transfers

SCOPE: This policy shall apply to all Seattle Senior Housing Program units administered by the Seattle Housing Authority, unless specifically noted.

POLICY: The Seattle Senior Housing Program shall provide residents' opportunities to transfer between units as outlined in this policy.

IMPLEMENTING POLICY:

There are three (3) types of transfers:

1. ADA-504 Transfers - See the definition and criteria as outlined below.
2. Resident Transfer Without Cause – See the definition and criteria as outlined below.
3. Manager Decision Transfers - See the definition and criteria as outlined below.

A. Definitions.

1. ADA-504 Transfers: a request for accommodation of a resident's medical condition or disability that requires a relocation to eliminate a major barrier to the enjoyment of the premises.
2. Resident Transfers Without Cause: a request to transfer within or between buildings without establishing a valid reason once meeting the established criteria.
3. Manager Decisions Transfers: a request at the discretion of the Senior Property Manager based on the interest of the household, community and / or SHA.

B. ADA-504 Transfers

Residents who request an ADA-504 transfer must submit documentation, which thoroughly describes the accommodation, required to accommodate their disability. The request will be evaluated based on several factors, including but not limited to how the requested relocation is related to the resident's disability, is the relocation necessary, is it reasonable, does the request require relocation or can a physical modification to the unit or facility be made. (See L17.1-1)

C. Resident Transfer Without Cause

Each resident shall have an opportunity to transfer— after five years of satisfactory and continuous occupancy (in one unit) – either within a building or between buildings without establishing any reasons other than a desire to change units. In addition to charges for damage to the unit in excess of normal wear and tear, there will be a fee charged to cover administrative costs and for preparing the vacated unit for re-occupancy.

D. Manager Decision

1. If a unit is uninhabitable due to damage caused by fire or water; or other health / hazardous conditions (mold) and cannot be put back into habitable condition within five (5) working days

the Senior Property Manager/Property Manager may consider a permanent relocation of the household. If however, the damage is a result of intentional, reckless or negligent acts on the part of the family or their guests, relocation is not an option and eviction actions shall be initiated in accordance with the provisions of the lease.

2. If a resident testifies in a legal proceeding to assist SHA, Seattle Police Department or other law enforcement agency; and if there is reason to believe that having done so would put the resident and or any of the members of the household at risk and if it is also reasonable to believe that a new location would remove such a threat, then the Senior Property Manager/Property Manager may consider a transfer for the resident at risk.
3. Modernizations, extensive rehabilitation of a unit(s) or other good cause shall be sufficient reason for the Senior Property Manager/Property Manager to transfer residents given that adequate notice and other criteria are met.
4. If there is a downsize in the household, a resident may request and be considered for a transfer to a smaller size unit.

E. Provisions

1. ADA and Manager Decision transfers shall be placed as priority above transfers without cause and new applicants.
2. The resident will be required to have an inspection of his/her current unit prior to approval of the transfer by the SSHP management staff. The resident will be responsible for the repair of any damages, beyond reasonable wear and tear.
3. Generally, the following criteria shall be applied to all transfers, with the exception of ADA transfers:
 - a. have lived in their current unit for at least five years;
 - b. have had no eviction notices for late payments for a period of two (2) years prior to the date of request for a transfer;
 - c. have no more than one substantiated complaint for a period of two (2) years prior to the date of request for a transfer; and
 - d. have maintained the unit according to satisfactory housekeeping standards.
4. If, during the interim between approval of a transfer and its actual implementation, the resident's occupancy record does not conform to the standards set forth above, the Senior Property Manager may cancel the transfer request or impose a probationary period of up to six (6) months. During this period, the transfer is held in abeyance, giving the resident the opportunity to demonstrate his or her willingness and ability to comply with the above criteria. Failure to comply during the probationary period shall result in cancellation of the transfer request. Thereafter, the resident may initiate a new request once all stated criteria are again met.
5. Upon transfer to a new unit, the security deposit shall be increased to the current amount charged new residents for the same size unit. The non-refundable cleaning fee will be required for the new unit. The rent is recalculated according to the current rent policy in effect at the time of leasing.

6. The resident will be allowed five (5) days to move to the new unit. If the resident takes longer than the five (5) days to move, the resident will be charged \$10.00 for each day until the keys to the old unit is turned in to management. Failing to return the keys by the twelfth (12th) day, after signing the lease for his/her new unit, the resident's old unit may be declared abandoned and all items remaining removed from the unit; and stored or disposed of in accordance with SHA's Manual Section L12.7-1. Residents shall be charged for the removal and disposal of property.
7. Each resident will be offered not more than one unit that meets the criteria of his/her transfer request. A resident may decline the offer of a unit with "good cause" only. "Good cause" will be limited to ADA/504 accommodation