1500 Westlake Ave N • Suite 212 • Seattle, WA 98109 (206) 737-8171

1 APARTMENT LEASE CONTRACT

1.1 PARTIES

Owner (who shall be the Landlord as defined in law, hereinafter called "Owner"): 600 Ninth

Resident Name(s) (regardless of number, who shall be the Tenant as defined in law, hereinafter called "Resident"): City of Everett

You've agreed to rent Apartment No. 401, at Premises Address (hereinafter called the "Premises"): 600 9th Ave Seattle, WA 98104

Property Address/Building Name (referred to herein as the Property): 600 Ninth for use as a private residence only.

This lease agreement made this date, 09/01/2024 between Owner and Resident for rental Premises which may be a portion of an apartment complex or other larger parcel of land and, if so, the larger parcel shall be referred to herein as the Property.

1.2 TERM

The term of this Agreement shall begin on 09/01/2024 and will be a term lease ending on 08/31/2025. If a term lease greater than one year, have Owner signature notarized and attach a legal description of the Property. Upon expiration of the above-stated term, all Resident's rights to occupy the Premises shall cease without right to extend the term hereof. This Agreement shall not revert to a month-to-month tenancy following expiration of the term.

1.3 RENT & MONTHLY CHARGES

Resident shall pay monthly rent and other charges in the following amounts:

Parking Spot 30	\$150.00
Parking 30	\$150.00
Water/Sewer/Trash Income	\$120.00
Liability to Landlord Insurance	\$10.50
Admin Fee - Liability to Landlord Insurance	\$4.50
Rent Income	\$2,195.00
Total:	\$2,630.00
Admin Fee - Liability to Landlord Insurance Rent Income	\$4.50 \$2,195.00

See Utility Addendum

The total amount of monthly rent due, which includes the monthly Premises rent, monthly parking space rent, monthly storage locker



rent, any other monthly, recurring charges, is considered "Rent" and is payable in advance by the <u>1st</u> day of each and every month (hereinafter called the "Rent Due Date") during said term to Owner at <u>1500 Westlake Ave N. Suite 212, Seattle, WA 98109</u>, or any such other place or payment method that the Owner may from time to time designate.

Application of payments: Any rent unpaid by the due date is termed delinquent. Regardless of any restrictive designation or instruction on or accompanying any payment, Owner shall apply funds received from Resident as follows: to the oldest unpaid rent (which includes unpaid utilities), to current rent (which includes unpaid utilities), to late payment charges, to notice fees, to damages, to repairs, and finally to miscellaneous charges.

Rent received more than five (5) days after the Rent Due Date shall result in assessment against Resident of a <u>\$100</u> late payment charge plus <u>\$0</u> each additional day thereafter that rent has not been paid in full.

Any payment which fails to clear the bank shall be treated as unpaid rent and shall be subject to the aforementioned late payment charge, plus a <u>\$35</u> returned payment fee. Should Resident submit a payment that is dishonored or returned for non-sufficient funds, or should Resident offer payment to cure any default such as following receipt of a Notice to Pay Rent or Vacate, Resident shall make such payment made by cashier's check, money order, or other payment method designated by Owner. If Resident gives Owner a payment that is returned for non payment, all future payments by Resident shall be made by cashier's check, money order, or other payment method designated by Owner. Notwithstanding the foregoing, Owner may issue a Notice to Pay or Vacate immediately after the rental due date without waiting until late payment charges begin to accrue.

If for reason of non-payment of rent Owner shall give a statutory Notice to Pay or Vacate, or if Owner shall lawfully issue any other notice permitted pursuant to RCW 59.12 et seq. or RCW 59.18 et seq., Resident agrees to pay in addition to the delinquent rent and late payment charges provided for above, the sum of <u>\$40</u> for preparing and giving the notice.

1.4 DEPOSIT

Resident agrees to pay the sum of \$2,095.00 as a deposit for all purposes, including unpaid rent, damage, cleaning, late payment, utilities, keys and other charges and shall be kept in an account with a financial institution (bank or credit union), whose address 5511 22nd Ave NW, Seattle, WA 98107 and name is, Chase Bank. Some local governments regulate the deposit amount (see any applicable Local Law Disclosure addenda). If Resident has not paid the deposit in full, attach Deposit Payment Schedule Addendum. Resident's liability is not limited by the amount of the deposit. Resident is prohibited from applying any amount of the deposit to rental or other payments owed to Owner. Any refund will be by a single check payable to all individual Residents and they shall apportion any refund among themselves. Owner's itemized statement for retaining any of the deposit, together with any refund owing shall be sent to Resident's forwarding address in accordance with RCW 59.18.280 after termination of this Agreement and vacation of the Premises, conditioned upon the following:

1. Resident shall have complied with all the conditions of this Agreement.

- 2. Except for charges imposed pursuant to Section 4 hereof, Resident shall clean and restore the Premises to its condition at the commencement of this tenancy as evidenced by the Property Condition Checklist, which is incorporated herein by reference, less wear and tear from normal usage. Residents agree that soiling or staining is not wear and tear from normal usage.
- 3. Resident shall surrender all keys and remote control devices to Owner.
- 4. Resident shall bear the cost to replace or repair any missing or damaged property or fixtures provided by the Owner.
- 5. Labor and administrative costs for cleaning and repairing the Premises shall be at the rate of \$82 per hour, excepting labor performed by parties other than Owner or agent, which shall be assessed at its actual cost.
- 6. Resident's payment of any fees or charges imposed pursuant to this Agreement, including early termination charges

1.5 NON-REFUNDABLE FEE

Resident agrees to pay the sum of (insert zero if this paragraph is inapplicable) 0 as a non-refundable charge which shall be used for N/A, which sum shall not be refunded under any circumstances. Some local governments regulate the fee amount (see any applicable Local Law Disclosure addenda). If Resident has not paid the fee in full, attach Deposit Payment Schedule Addendum. The tenant shall not be charged for normal cleaning if he/she has paid a nonrefundable cleaning fee.

1.6 PREPAYMENTS

Resident shall make a prepayment toward last month's rent of \$0. If Resident has not paid the prepayment amount in full, attach Deposit Payment Schedule Addendum. Resident may only apply this prepayment to the lawful last month of the tenancy, whether following timely notice to terminate a month-to-month tenancy, the last month of a fixed term tenancy that has not been renewed or extended, or a tenancy which was otherwise terminated in accord with applicable law. Resident is required to pay any difference between the prepayment and the actual last month's rent where the rent has increased before the last month of tenancy.

1.7 APPLICATIONS AND SCREENING FEES

Application and/or Screening fees paid prior to commencement of tenancy in the amount of \$50 are non-refundable. Resident authorizes Owner to obtain supplementary credit reports at any time during the Resident's occupancy of the Premises at Owner's expense. In some local government regulations, screening fees may be included in determining the amount of nonrefundable fees permitted (see any applicable Local Law Disclosure addenda). Resident warrants the accuracy of all information contained on Resident's rental application. A subsequent determination that Resident provided false or inaccurate information on the rental application is a breach of the terms of this Agreement and Owner may take legal action to terminate this Agreement in such case

1.8 TERMINATION OF TENANCIES

Resident understands that this tenancy shall terminate at 11:59PM on the last day of occupancy. It is Resident's obligation to have the Premises vacant and thoroughly clean by that hour.

Any notice of termination must provide for the vacation of the Premises by all occupants unless otherwise agreed to by Owner in writing. If Resident vacates the Premises prior to the expiration hereof or without notice as required by this paragraph, Resident shall be liable for additional rent as provided for in RCW 59.18.310 without notice or mutually signed written Early Termination Agreement of the Owner. Any items left behind in the unit by the Resident after termination of tenancy will be handled as required under RCW 59.18.310.

1.9 DAMAGE

Resident has inspected the Premises and acknowledges that they are in good condition at the commencement of this Agreement, except as otherwise indicated on the Property Condition Report (attach form as required by RCW 59.18.260). Resident shall keep the Premises in a clean and orderly condition, including but not limited to appliances, plumbing, floor coverings, and all personal property provided by Owner, throughout the term of this Agreement and upon surrendering the Premises to Owner. Resident will bear the cost of any cleaning or repair performed by Owner to restore the Premises to the condition indicated on the attached Property Condition Checklist, except for wear resulting from ordinary use of the Premises. Resident is responsible for rent lost by Owner while performing repairs and/or cleaning because of failure to comply with the foregoing. The Property Condition Checklist will be used to determine the refund of security and pet deposits at the end of the tenancy.

1.10 KEYS/PREMESIS ACCESS

Upon signing this rental agreement, the Resident will receive the following keys or other access devices:

1 unit, 1 fob, 1 mail

The locking mechanisms have been re-keyed or re-set. Some local governments regulate the resetting of locks between tenants (see any applicable Local Law Disclosure addenda). Keys and other access devices for Premises shall not be copied nor given to anyone other than those listed as lease or occupant without the owner's prior written consent.

In the event that Resident(s) request the Owner to unlock any exterior or interior door for any reason, Resident is required to:

- Call a locksmith at their own expense
- Call our emergency maintenance line at 1(800) 815-9670. A fee of \$100-\$250 will be assessed.

1.11 USE/ASSIGNMENTS OR SUB-LETTING

Resident shall not use the Premises for any business purpose regardless of whether such business may be authorized by local law as a legal home occupation, including, but not limited to, garage/ yard sales and private lessons/tutoring, Airbnb and VRBO. Resident shall comply fully with all municipal, county, and state codes, statutes, ordinances and regulations pertaining to the use district in which the Premises are located. Resident shall not assign this Agreement, sub-let the Premises, give accommodations to any roomers or lodgers, or permit the Premises to be used for any purpose other than as the primary full time residence for the following named persons (include all minors):

City of Everett

Guests of Resident staying a maximum of 3 days are permitted within any given 4 week period and do not require authorization by Owner. All unauthorized occupants shall, in addition to any other remedy, result in imposition of a per day charge of \$50. Some local governments regulate policies on additional occupants (see any applicable Local Law Disclosure addenda). Changes in occupancy are not permitted without the prior written approval of Owner at the Owner's sole discretion. Resident(s) unilateral change in marital status or member of their living group does not modify or amend this agreement unless Owner has approved the change in writing through a mutually executed written amendment to this Agreement. Should Owner agree to any sublet, assignment or change in occupancy, the vacating Resident recognizes that any prepayments or refundable deposits will be assigned to the successor Residents and any refund shall be made solely to the successor residents at the termination of tenancy.

1.12 DELIVERY OF PREMESIS

If for any reason whatsoever Owner does not deliver possession of the Premises on the commencement of the term of this Agreement, rent shall be prorated until such time as Owner tenders possession. In all other respects this Agreement shall remain in full force and effect and the term shall not be extended. In no event shall Owner be liable to Resident for damages caused by failure to deliver possession of the Premises. If possession of the Premises is not tendered within 5 days of the commencement of the term of this Agreement, Resident may terminate this Agreement by giving written notice to Owner, and any monies paid by Resident to Owner shall be refunded to Resident.

1.13 ATTORNEYS FEES/VENUE & JURISDICTION

As provided by law and except as otherwise prohibited, the prevailing party shall be entitled to recover its reasonable attorneys fees and court costs incurred in the event any action, suit or proceeding commenced to enforce the terms of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. It is agreed that venue for any legal action brought to enforce the terms of this Agreement shall be in the District or Superior Court with jurisdiction over the area in which the Premises are located.

1.14 NON-WAIVER OF BREACH AND SEVERABILITY

The failure of Owner to insist upon the strict performance of any term of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any of such term or Agreement, but the same shall remain in full force and effect If any clause or provision of this Agreement is illegal, invalid, or unenforceable under present or future laws effective during the term hereof, then it is the intention of the parties hereto that the remainder of the Agreement shall not be effected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is illegal, invalid or unenforceable, there be added as a part of this Agreement, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

1.15 LEAD WARNING STATEMENT

Housing built before 1978 may contain lead-based paint. Leadbased paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre1978 housing, Landlords and Owners must disclose the presence of known leadbased paint and/or lead-based paint hazards in the dwelling Residents must also receive a federally approved pamphlet on lead poisoning prevention.

1.16 ACTIONS BY THIRD PARTIES/PERSONAL PROTECTION

Owner disclaims any warranties or representation that it will be liable to Resident, resident's family, agents, invitees, employees, or servants for any damages or losses to person or property caused by residents of the property or other persons. Resident understands that Owner and its legal representatives do not guarantee, warrant, or assure resident's personal security and are limited in their ability to provide protection. Resident acknowledges that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunction. Therefore, Resident acknowledges that they should not rely upon the presence of such devices or measures and should protect themselves and their property as if these devices or measures did not exist. Resident understands that any proactive steps owner has taken are neither a guarantee nor a warranty that there will be no criminal acts or that resident will be free from the violent tendencies of third persons. Resident has been informed and understands and agrees that personal safety and security are resident's own personal responsibility. Harassment or intimidation of a resident, guest, owner or owner's agent is prohibited. Resident is responsible for all damage caused to the Premises as a result of the negligence of resident, their guests and invitees, including but not limited to fire and glass breakage, and shall be responsible for repair and replacement of any damage caused thereby, regardless of whether the breakage or damage was caused voluntarily, involuntarily, or from vandalism.

1.17 ATTRACTIVE NUISANCES

Residents agree to not use, install, allow or support any attractive features including but not limited to trampolines, skate ramps, pools, on the property or surrounding property areas due to potential injury. Any features or such other items in Resident's possession shall be stored in a safe condition in such a way that they cannot be use

1.18 LIENS & SALES

Owner may mortgage the Premises or Property or grant deeds of trust with respect thereto. Resident agrees to execute such reasonable estoppels certificates as may be required by a mortgage or deed of trust beneficiary stating that the Lease is in full force and effect and certifying the dates to which Rent and other charges have been paid. This Lease is subject and subordinate to any mortgage or deed of trust which is now a lien upon the Property or the Premises, as well as to any mortgages or deeds of trust that may hereafter be placed upon the Property or Premises and to any or all advances to be made or amounts owing thereunder, and all renewals, replacements, consolidations and extensions thereof. Resident shall execute and deliver, within 10 days after demand therefore, whatever instruments may be required from time to time by any mortgagee or deed of trust beneficiary for any of the foregoing purposes.

1.19 DELAY IN OCCUPANCY

If occupancy is or will be delayed for construction, repairs, cleaning, or a previous resident's holding over, we're not responsible for the delay. The Lease Contract will remain in force subject to: (1) abatement of rent on a daily basis during delay; and (2) your right to terminate as set forth below. Termination notice must be in writing. After termination, you are entitled only to refund of deposit(s) and

any rent paid. Rent abatement or lease termination does not apply if delay is for cleaning or repairs that don't prevent you from occupying the apartment.

If there is a delay and we haven't given notice of delay as set forth immediately below, you may terminate up to the date when the apartment is ready for occupancy, but not later.

- 1. If we give written notice to you when or after the initial term as set forth in section 1.2 and the notice states that occupancy has been delayed because of construction or a previous resident's holding over, and that the apartment will be ready on a specific date--you may terminate the Lease Contract within 3 days of your receiving the notice, but not later.
- 2. If we give written notice to you before the initial term as set forth in section 1.2 and the notice states that construction delay is expected and that the apartment will be ready for you to occupy on a specific date, you may terminate the Lease Contract within 7 days after any of you receives written notice, but not later. The readiness date is considered the new initial term as set forth in section 1.2 for all purposes. This new date may not be moved to an earlier date unless we and you agree.

1.20 DISCLOSURE RIGHTS

If someone requests information on you or your rental history for law-enforcement, governmental, or business purposes, we may provide it.

By initialing below, you acknowledge and agree to the terms in Section 1.



City of Everett

2 WHILE OCCUPYING THE APARTMENT

2.1 COMMUNITY POLICIES OR RULES/ FACILITIES

You and all guests and occupants must comply with any written apartment rules and community policies, including instructions for care of our property. Our rules are considered part of this Lease Contract. After 30 days written notice, we may make changes to written rules, effective on completion of your lease term, or in a month-to-month tenancy, effective at the of the next calendar month. You understand and agree that any and all facilities provided by us are provided as a gratuity and their use is not part of the rent that you pay. We reserve the right to change or limit the hours of any such facilities, or to eliminate them completely without prior notice to you or any other residents, and that any such action shall not constitute any claim by you for diminished rental value or a claim of default under the terms of this agreement by us.

2.2 LIMITATIONS ON CONDUCT

The apartment and other areas reserved for your private use must be kept clean. Trash must be disposed of at least weekly in appropriate receptacles in accordance with local ordinances. Passageways may be used only for entry or exit. Any swimming pools, saunas, spas, tanning beds, exercise rooms, storerooms, laundry rooms, and similar areas must be used with care in accordance with apartment rules and posted signs. Glass containers are prohibited in all common areas. Conducting any kind of business in your apartment or in the apartment community is prohibited--except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes. We may regulate: (1) the use of patios, balconies, and porches; (2) the conduct of furniture movers and delivery persons; and (3) recreational activities in common areas. You'll be liable to us for damage caused by you or any guests or occupants.

QUIET HOURS are strictly enforced daily beginning at 10PM and ending at 8AM, including weekends and holidays. Quiet hours are enforced in all apartment and shared common areas within the community.

We may exclude from the apartment community guests or others who, in our judgment, have been violating the law, violating this Lease Contract or any apartment rules, or disturbing other residents, neighbors, visitors, or owner representatives. We may also exclude from any outside area or common area a person who refuses to show photo identification or refuses to identify himself or herself as a resident, occupant, or guest of a specific resident in the community.

You agree to notify us if you or any occupants are convicted of any felony, or misdemeanor involving a controlled substance, violence to another person or destruction of property. You also agree to notify us if you or any occupant registers as a sex offender in any state. Informing us of criminal convictions or sex offender registry does not waive our right to evict you.

2.3 PROHIBITED CONDUCT

You and your occupants or guests may not engage in the following: criminal activities, behaving in a loud or obnoxious manner; disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our agents and employees) in or near the apartment community; disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia; engaging in or threatening violence; possessing a weapon prohibited by state law; discharging a firearm in the apartment community; displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others; storing anything in closets having gas appliances, or anything that may increase our insurance costs; tampering with utilities or telecommunications; bringing hazardous materials into the apartment community; or injuring our reputation by making bad faith allegations against us to others.

2.4 RESIDENT OBLIGATIONS

Resident agrees as follows:

A. General

1. To pay all rent and other charges, including utilities and installment payments of last month's rent and security

deposit, promptly when due or assessed, for which Resident is responsible and to provide proof of payment.

- 2. To execute all revised rental agreements upon request upon 30 days notice before a new rental period; except for rent increases which require 60 days' notice.
- 3. To notify and deliver to Owner any legal notice received from any person or governmental agency which relates to the Premises. Fines assessed to Owner by any governmental agency resulting from a Resident's negligent behavior, including but not limited to, a failure to observe burn bans, Resident's maintenance of a nuisance shall be the responsibility of the Resident to pay.
- 4. Provide the Owner with emergency contact information within (10) days of commencement of tenancy and to provide updated or new information whenever such information is available.
- 5. Not to do or keep anything in or about the Premises that will increase the present insurance rate thereon. Resident agrees to reimburse Owner for any increase that might occur for violation of this rule.
- 6. Resident shall maintain liability insurance and licenses upon all motor vehicles brought onto the Property and shall provide Owner proof upon request.
- 7. If the Premises should fail an inspection required by local jurisdiction due to the Resident(s), any fines or costs associated with reinspection shall be the responsibility of the Resident.
- 8. To permit Owner to display "for rent" or "for sale" signs at any time during a tenancy.
- 9. Not to permit any person to occupy the Premises other than authorized occupants or guests as defined in Section 1.11.
- 10. Except in cases of emergency where no notice is required, to permit Owner, his or her agents, employees, or representatives to enter the Premises at reasonable times after notice is given in accordance with RCW 59.18.150(6). The parties agree that no notice is required to enter areas of the Premises generally accessible to the public, such as walkways and driveways.

B. Conduct, Behavior & Safety

- 1. Resident is responsible for their own proper conduct and that of all guests, including the responsibility for understanding and observing all policies and rules.
- 2. Keys for Premises should not be copied nor given to anyone other than those listed as lease or occupant without the owner's prior written consent.
- 3. To comply with all laws and ordinances and the directions of all proper officers in relation thereto; to refrain from use of the Premises or Property for prostitution, drug manufacture/ use/possession/sale, any felony or misdemeanor or any other illegal use. Resident shall keep the Premises free of illegal drugs, nor use the same on the Premises. Residents agree not to abuse any drugs, whether legal or illegal, or alcohol in a manner that will either disturb the peace of quiet enjoyment of other residents or endanger the health, safety, or well-being of any resident, family member, guest or invitee resident at the Property or adjacent properties. Resident, family members or guests shall not engage in gang related activity on or about the Premises.
- 4. Resident shall not keep or maintain an attractive nuisance on the Property as described in section 1.17.
- 5. Resident is to follow all bans/laws, including, but not limited to, burn bans.
- 6. No smoking of any substance is allowed in or on the Property unless the owner/agent provides an alternate smoking policy addendum as an attachment to this agreement.
- 7. To comply with any trespass admonishments issued by Owner. To ensure the safety of all residents and their

authorized guests, Owner expressly reserves the right to exclude persons who are not authorized residents (as set forth in section 1.11) from the Premises. A Resident (or guest of a Resident) who knowingly invites or allows a previously admonished person onto the Premises without the written authorization of the Owner or Owner's agent shall be deemed to have materially violated the terms of this Agreement. In addition to any other lawful basis, Owner may issue a trespass admonishment to exclude from the Premises or Property any person, whether a Resident, occupant, invitee or other third party, who refuses to promptly show photo identification upon request by Owner or an authorized representative of Owner, or who refuses to identify him or herself as a resident, occupant, or guest of a specific resident. Resident shall be personally liable for the acts of any guests who Resident invites onto the Premises or Property.

- 8. Resident, family and guests shall have at all times due regard for the peace and enjoyment of other residents in the Building. The level of noise created by any Resident, within or outside any unit, whether it originates from television, stereo, conversation or any other source must be such that it cannot be heard in any other resident's unit between the hours of 10PM and 8AM.
- 9. Not to throw anything from windows and/or balconies.
- 10. Resident shall not block open or provide access through any security doors, nor shall Resident disable any security devices on the Premises.

C. Maintenance Repairs & Alterations

- Resident's dirt, destruction, damage of any nature, neglect or disrepair to carpet does not constitute normal wear and tear. Carpets must be shampooed by Resident upon vacancy. If carpets are new or Owner had carpets professionally shampooed prior to Resident's occupancy as indicated on the Property Condition Checklist form, Resident shall also pay for professionally shampooing same. Resident shall obtain area rugs or other coverings to protect hardwood floors.
- 2. Resident agrees to provide written notice to Owner regarding any habitability issues and to give Owner the opportunity to cure the defective condition prior to exercising any other option granted to the Resident under law. Owner is under no obligation to correct or repair any defective conditions caused by the Resident.
- 3. Resident shall reimburse Owner promptly in the amount of the loss, property damage, or cost of repairs or service (including plumbing trouble caused by negligence or improper use by Resident, their invitees, family or guests. Residents shall be responsible for any damage resulting from windows or doors left open. Such reimbursement shall be due immediately upon demand by Owner. Owner's failure or delay in demanding damage reimbursements, late payment charges, returned check charges or other sums due from Resident is not a waiver thereof; and Owner may demand the same at any time.
- 4. Resident understands and agrees that any damage caused by or related to smoking of any substance or any tobacco product use, or use of candles, incense, oil lamps, or burning of any other product (except for proper use of Owner installed fireplaces), shall not constitute wear resulting from ordinary use of the Premises. The cost of such repair, which shall be borne by Resident, may include the following: deodorizing the Premises, cleaning of drapes and blinds, sealing and painting of walls and ceiling, and cleaning, repairing or replacing of carpeting or padding.
- 5. Residents shall be responsible for any damage resulting from windows or doors left open or unlocked.
- 6. To protect against freezing of water pipes and waste pipes

and stoppage of same in and about the Premises. To maintain the temperature of the Premises at such a level to prevent breakage of pipes or other damage to the Premises. Resident shall relieve stoppage of drains, and to repair all damage caused thereby, whether through freezing or other obstruction, unless resulting from a condition existing at the commencement of this tenancy

- 7. Not to intentionally or negligently destroy, deface, damage, change, repair or remove any part of the structure or dwelling, including the facilities, equipment, furniture, floor or window coverings, furnishings, locks and appliances, or permit any member of Resident's family, invitee, licensee, or any person under Resident's control to do so, and agrees to notify Owner of any such damage that occurs; To repair at Resident's expense any damage to the Premises caused by Resident's acts or neglect within the time period provided by written notice from Owner requiring such repairs.
- 8. Not to make any alterations, additions, painting or improvements to the Premises, nor to change or add additional locks, nor change or add telephone, network or cable TV jacks, nor to install any wires, cables or aerials for internet, radio or television purposes on the roof or other parts of the building without the prior written approval of Owner. In the event such consent is given, all such alterations or additions shall be made at the sole expense of Resident and shall become the property of Owner and remain in and be surrendered with the Premises upon vacancy, unless the consent given requires the removal of the improvement and restoration of the Premises and the Property. Resident is responsible for any damage caused by the use of tacks, nails, or adhesives on walls or woodwork.
- 9. Prior to the installation of a satellite dish, the Resident must first give notice to the landlord informing them that a satellite is to be installed. Installation must be performed by a licensed professional and within the approved guidelines for installation as provided by the landlord. All satellite equipment and cabling must be contained within space under the Resident's direct control per the lease agreement, not within or accessible from common areas.
- 10. Resident shall not disconnect or relocate within the dwelling any owner supplied appliance without owner's written consent.
- 11. Not to install a waterbed or aquarium without the prior written approval of Owner. If permission is granted to use a waterbed, Resident shall obtain an insurance policy to protect Owner from any damage that may be caused thereby. No aquariums or other unusually heavy objects are permitted on the Premises without Owner's written consent.
- 12. In the event that the Resident requests testing and/or service calls which prove to be unsubstantiated, or the condition is caused by the Resident, the Resident must pay for all actual service call charges.
- 13. To inspect and maintain in compliance with the information tag thereon all Owner in-unit supplied fire extinguishers. Any fire extinguishers supplied are without charge for convenience of Resident only and no warranty is made as to their sufficiency for the Premises.
- 14. Owner is not obligated to provide window or door screens. If any are presently installed, Owner has no obligation to maintain or replace them.

D. Appearance, Cleanliness & Trash

- 1. To take all reasonable precautions to prevent the presence of bed bugs.
- 2. To take all reasonable precautions to prevent the presence of mold or mildew in the Premises as per attached Mold Handout, such steps to include, generally, using exhaust fans

where available in humid locations, removing condensation from windows and other surfaces, providing adequate ventilation to the Premises at all times, storing possessions and furniture so as to provide for air circulation, etc. Resident agrees to promptly notify Owner of the presence of mold or mildew.

- 3. The Premises must be kept clean, sanitary and free from objectionable odors. To properly dispose of all rubbish, garbage, and other waste at reasonable and regular intervals and to follow all recycling procedures. To assume all costs of extermination and fumigation for infestation caused by Resident.
- 4. Resident agrees not to store any hazardous material including but not limited to unreasonable amounts of flammable materials, asbestos, petroleum and petroleum by-products, old batteries, or paint on the Premises or Property.
- 5. Except as otherwise permitted by law, to display no signs or placards on or about the Premises or Property that are visible to the public.
- 6. Not to store bicycles or other personal effects in common areas such as halls, stairways, elevators, laundry-rooms, public areas, or areas of the dwelling such as decks or hallways which are open to public view, unless such item has been specifically approved by Owner; to use common areas such as yards, play or garden areas in common with other residents and to have due regard for the joint use nature of such areas by removing all chairs, toys or other garden equipment after use and in all cases to remove such items by the end of each day.
- 7. To keep the Premises and common areas such as parking spaces, patio and/or lanai, and storage area, including furnishings, appliances, floor coverings, and draperies in good order, and in a clean and sanitary condition.
- 8. If applicable, the laundry room shall be cleaned by resident after each use. Laundry facilities shall not be used by non-Residents or for commercial purposes. The laundry and its facilities shall be used only for washing and drying of the usual personal and household articles.

2.5 DAMAGE OR DESTRUCTION OF PREMISES/ PROPERTY

In the event of damage to the Premises or Property by fire, water or other hazard, and the damages are such that Resident's occupancy can be continued, Owner shall make such repairs as needed with reasonable promptness and rent shall NOT abate during the period of such repairs. If in Owner's opinion, the Premises or Property are so damaged as to be unfit for occupancy, and Owner elects to make such repairs, the rent provided for herein shall abate during the period of time the Premises are not occupied by Resident, but in all other respects the terms and provisions hereof shall continue in full force and effect. Should repair necessitate Resident vacates the Premises for a period of time, Resident is obligated to vacate as instructed by Owner and rent shall abate during this period. Under no circumstances, terms or condition shall rent abate if damages are caused by the Resident. In the event that the Premises or the Property are so damaged or destroyed as to be, in the sole opinion of Owner, incapable of being satisfactorily repaired within a reasonable period of time, then this Agreement shall terminate effective as of the date of the damage or destruction and Resident shall immediately vacate. In such case, Resident shall pay rent prorata through the day Resident vacates the Premises.

2.6 INSURANCE

You must pay for the Risk Management Insurance at this property, which covers damage to the apartment up to \$100,000 when there is

damage and loss as a result of tenant's negligence. However, we do not maintain insurance to cover your personal property or personal injury. We are not responsible to any resident, guest, or occupant for damage or loss of personal property or personal injury from (including but not limited to) fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, hurricane, negligence of other residents, occupants, or invited/uninvited guests or vandalism unless otherwise required by law. We urge you to get your own insurance for losses to your personal property or injuries due to theft, fire, water damage, pipe leaks and the like. Additionally you are required to purchase personal liability insurance. Failure to maintain personal liability insurance is an incurable breach of this Lease Contract and may result in the termination of tenancy and eviction and/or any other remedies as provided by this Lease Contract or state law.

As per applicable law, a household with total income is below the median income for the area in which this premises in located, or if the tenants receive housing rental assistance from state and/or federal subsidy program, cannot be required to purchase personal liability insurance; although encouraged to help protect against personal damages, property an/or injury.

2.7 CREDIT REPORTING

We recognize rent obligation is one of the largest and important monthly expense for tenants. We subscribe to CredHub and will report resident payment history on a monthly basis. CredHub will report the same to TransUnion and Equifax (hereinafter "Credit Bureaus"). The landlord and CredHub will comply with all federal and state regulations or rules now in effect or that may become effective after the date of this acknowledgement to protect the Resident(s) including the requirements of the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.*, and any and all other applicable laws and regulations.

2.8 RELEASE OF RESIDENT

Unless you're entitled to terminate this Lease Contract under paragraphs, you won't be released from this Lease Contract for any reason--including but not limited to voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment, bad health, or death.

2.9 MILITARY PERSONNEL CLAUSE

You may terminate the Lease Contract if you enlist or are drafted or commissioned and on active duty in the U.S. Armed Forces. You may also terminate the Lease Contract if:

- 1. you are (i) a member of the U.S. Armed Forces or reserves on active duty or (ii) a member of the National Guard called to active duty for more than 30 days in response to a national emergency declared by the President; and
- 2. you (i) receive orders for permanent change-of-station, (ii) receive orders to deploy with a military unit or as an individual in support of a military operation for 90 days or more, (iii) are relieved or released from active duty.
- 3. After you deliver to us your written termination notice, the Lease Contract will be terminated under this military clause 30 days after the date on which your next rental payment is due. You must furnish us a copy of your military orders, such as permanent change-of-station orders, call-up orders, or deployment orders or written notification from your commanding officer. Military permission for base housing

does not constitute change-of-station order. After you move out, we'll return your security deposit, less lawful deductions. For the purposes of this Lease Contract, orders described in (2) above will only release the resident who qualifies under (1) and (2) above and receives the orders during the Lease Contract term and such resident's spouse or legal dependents living in the resident's household. A co-resident who is not your spouse or dependent cannot terminate under this military clause. Unless you state otherwise in paragraph 10, you represent when signing this Lease Contract that: (1) you do not already have deployment or change-of-station orders; (2) you will not be retiring from the military during the Lease Contract term; and (3) the term of your enlistment or obligation will not end before the Lease Contract term ends. Even if you are entitled to terminate this Lease Contract under this paragraph, liquidated damages for making a false representation of the above will be the amount of unpaid rent for the remainder of the lease term when and if you move out, less rents from others received in mitigation. You must immediately notify us if you are called to active duty or receive deployment or permanent change-of-station orders.

2.10 RESIDENT SAFETY & PROPERTY LOSS

You and all occupants and guests must exercise due care for your own and others' safety and security, especially in the use of smoke detectors, keyed deadbolt locks, keyless bolting devices, window latches, and other safety or security devices. You agree to make every effort to follow the Security Guidelines in this Lease Contract.

Statutory Notice Regarding Smoke Detectors and Carbon Monoxide Detectors. We'll furnish a smoke detector and carbon monoxide detector in the apartment as required by statute. We'll test the smoke detector and carbon monoxide detector and provide working batteries (if applicable) when you first take possession. After that, you must maintain the smoke detector and carbon monoxide detector and replace any batteries as needed, at your expense. We may replace dead or missing batteries at your expense, without prior notice to you. You must immediately report smokedetector and carbon monoxide detector malfunctions to us. Neither you nor others may disable, remove, or damage smoke detectors or carbon monoxide detectors. If the foregoing is violated or you fail to replace a dead battery or report malfunctions to us, you will be liable to us and others for any loss, damage, or fines from fire, smoke, or water. You acknowledge that we have advised you: (i) that the apartment is equipped with a smoke detector and carbon monoxide detector, (ii) that it's your responsibility to maintain the smoke detector and carbon monoxide detector in proper working condition, and (iii) that you may be subject to fines of up to \$200 or other penalties for your failure to comply with the provisions of RCW 43.44.110. You confirm that the smoke detector and carbon monoxide detector was operational as of the date of your inspection, and (iv) following the commencement of the lease term, you will pay for and replace the smoke detector and carbon monoxide detector batteries, if any, as needed. You must not permit or cause the removal, disconnection, or disabling of the smoke detector or carbon monoxide detector.

Casualty Loss. We're not liable to any resident, guest, or occupant for personal injury or damage or loss of personal property from any cause, including but not limited to: fire, smoke, rain, flood, water and pipe leaks, hail, ice, snow, lightning, wind, explosions, earthquake, interruption of utilities, theft, or vandalism unless otherwise required by law. Unless we instruct otherwise, you must-for 24 hours a day during freezing weather--(1) keep the apartment heated to at least 50 degrees; (2) keep cabinet and closet doors open; and (3) drip hot and cold water faucets. You'll be liable for damage to our and others' property if damage is caused by broken water pipes due to your violating these requirements. If you ask our representatives to perform services not contemplated in this Lease Contract, you will indemnify us and hold us harmless from all liability for those services.

Crime or Emergency. Dial 911 or immediately call local medical emergency, fire, or police personnel in case of accident, fire, smoke, or suspected criminal activity or other emergency involving imminent harm. You should then contact our representative. You won't treat any of our security measures as an express or implied warranty of security, or as a guarantee against crime or of reduced risk of crime. Unless otherwise provided by law, we're not liable to you or any guests or occupants for injury, damage, or loss to person or property caused by criminal conduct of other persons, including theft, burglary, assault, vandalism, or other crimes. We're not obliged to furnish security personnel, security lighting, security gates or fences, or other forms of security unless required by statute. We're not responsible for obtaining criminal-history checks on any residents, occupants, guests, or contractors in the apartment community. If you or any occupant or guest is affected by a crime, you must make a written report to our representative and to the appropriate local law-enforcement agency. You must also furnish us with the law-enforcement agency's incident report number upon request.

2.11 CONDITION OF THE PREMESIS AND ALTERATIONS

You accept the apartment, fixtures, and furniture as is, except for conditions materially affecting the health or safety of ordinary persons. We disclaim all implied warranties. You'll be given an Inventory and Condition form on or before move-in which must be completed by you and returned to us. Unless otherwise noted on the form, everything will be considered to be in a clean, safe, and good working condition upon move-in. You understand that items noted on a move in inspection form do not indicate an agreement by us to clean, repair or replace that noted item. All maintenance requests must be in writing and on a separate maintenance request form.

You must use customary diligence in maintaining the apartment and not damaging or littering the common areas. Unless authorized by statute or by us in writing, you must not perform any repairs, painting, wallpapering, carpeting, electrical changes, or otherwise alter our property. No holes or stickers are allowed inside or outside the apartment. But we'll permit a reasonable number of small nail holes for hanging pictures on sheetrock walls and in grooves of wood-paneled walls, unless our rules state otherwise. No water furniture, washing machines, additional phone or TV-cable outlets, alarm systems, or lock changes, additions, or rekeying is permitted unless statutorily allowed or we've consented in writing. You agree not to alter, damage, or remove our property, including alarm systems, smoke detectors and carbon monoxide detectors, furniture, telephone and cable TV wiring, screens, locks, and security devices. When you move in, we'll supply light bulbs for fixtures we furnish, including exterior fixtures operated from inside the apartment; after that, you'll replace them at your expense with bulbs of the same type and wattage. Your improvements to the apartment (whether or not we consent) become ours unless we agree otherwise in writing.

2.12 REQUESTS, REPAIRS, AND MALFUNCTIONS

If you or any occupant needs to send a notice or request - for example, for repairs, installations, services, or security-related matters, it must be signed and in writing to our designated representative or submitted through the online resident portal (except in case of fire, smoke, gas, explosion, overflowing sewage, uncontrollable running water, electrical shorts, or crime in progress). Our written notes on your oral request do not constitute a written request from you.

Our complying with or responding to any oral request regarding security or non-security matters doesn't waive the strict requirement for written notices under this Lease Contract. You must promptly notify us in writing of: water leaks; broken windows, wet areas on floors, walls or ceilings; electrical problems; malfunctioning lights; broken or missing locks or latches, toilets or faucets; and other conditions that pose a hazard to property, health, or safety. We may change or install utility lines or equipment serving the apartment if the work is done reasonably without substantially increasing your utility costs. We may turn off equipment and interrupt utilities as needed to avoid property damage or to perform work. If utilities malfunction or are damaged by fire, water, or similar cause, you must notify our representative immediately. Air conditioning problems are not emergencies. If air conditioning or other equipment malfunctions, you must notify our representative as soon as possible on a business day. We'll act with customary diligence to make repairs and reconnections. Rent will not abate in whole or in part.

If we believe that fire or catastrophic damage is substantial, or that performance of needed repairs poses a danger to you, we may terminate this Lease Contract within a reasonable time by giving you written notice. If the Lease Contract is so terminated, we'll refund prorated rent and all deposits, less lawful deductions.

2.13 ANIMALS

No animals (including mammals, reptiles, birds, fish, rodents and insects) are allowed, even temporarily, anywhere in the apartment or apartment community unless we've so authorized in writing. If we allow an animal, you must sign a separate animal addendum, which may require additional deposits, rents, fees or other charges. An animal deposit is considered a general security deposit. You must remove an illegal animal within 24 hours of notice from us, or you will be considered in default of this Lease Contract. We will authorize a service or emotional support animal with proper paperwork. We may require a written statement from a qualified professional verifying the need for the service animal. You must not feed stray or wild animals. No pets will be allowed to visit the property and no "pet-sitting" shall be allowed. If a pet becomes a problem in our sole opinion, we reserve the right to require that the pet be removed from the property. Once a pet has been removed from the property, the pet deposit for that pet shall not be returned during the tenancy even though the animal is no longer on the property. If you have pets, companion or service animals, they must be secured during maintenance work. If they are not secured and pose any type of danger to Maintenance, in our sole opinion, Maintenance shall be entitled to leave the unit prior to the completion of the work and it shall be your sole responsibility to schedule a return by Maintenance for the completion of the work after the animal has been secured.

If you or any guest or occupant violates animal restrictions (with or without your knowledge), you'll be subject to charges, damages, eviction, and other remedies provided in this Lease Contract. If an animal has been in the apartment at any time during your term of occupancy (with or without our consent), we'll charge you for defleaing, deodorizing, and shampooing. Initial and daily animalviolation charges and animal-removal charges are liquidated damages for our time, inconvenience, and overhead (except for attorney's fees and litigation costs) in enforcing animal restrictions and rules. We may kennel the animal or contact a humane society or local authority for pick up. When kenneling an animal, we won't be liable for loss, harm, sickness, or death of the animal unless due to our negligence. We'll return the animal to you upon request if it has not already been turned over to a humane society or local authority. You must pay for the animal's reasonable care and kenneling charges. We have no lien on the animal for any purpose.

2.14 WHEN WE MAY ENTER

If you or any guest or occupant is present and gives permission to enter, then repairers, servicers, contractors, our representatives or other persons listed in (2) below may peacefully enter the apartment at reasonable times for the purposes listed in (2) below. Otherwise, the persons listed in (2) below may enter peacefully and at reasonable times by duplicate or master key (or by breaking a window or other means when necessary) if:

(1) written notice of the entry is hand delivered to someone in the apartment or is left in a conspicuous place in the apartment at least 48 hours before entry (or 24 hours before entry if entry is to show the apartment to prospective residents or purchasers at a specified time). No prior notice is needed in emergencies or situations when prior notice is impractical; and

(2) entry is for: responding to your request; making repairs or replacements; estimating repair or refurbishing costs; performing pest control; doing preventive maintenance; changing filters; testing or replacing smoke-detector or carbon monoxide detector batteries; retrieving unreturned tools, equipment or appliances; preventing waste of utilities; exercising our contractual lien, leaving notices; delivering, installing, reconnecting, or replacing appliances, furniture, equipment, or security devices; removing or rekeying unauthorized security devices; removing unauthorized window coverings; stopping excessive noise; removing health or safety hazards (including hazardous materials), or items prohibited under our rules; removing perishable foodstuffs if your electricity is disconnected; retrieving property owned or leased by former residents; inspecting when immediate danger to person or property is reasonably suspected; allowing persons to enter as you authorized in your rental application (if you die, are incarcerated, etc.); allowing entry by a law officer with a search or arrest warrant, or in hot pursuit; showing apartment to prospective residents (after move-out or vacate notice has been given); or showing apartment to government inspectors for the limited purpose of determining housing and fire ordinance compliance by us and to lenders, appraisers, contractors, prospective buyers, or insurance agents. We reserve the right to refuse maintenance work if only a person under age 18 is present at the time of the scheduled work. Refusal to allow us or our agents or vendors to enter the unit after proper notice, if required, shall be a material violation of this agreement.

2.15 MULTIPLE RESIDENTS OR OCCUPANTS

Each resident is jointly and severally liable for all lease obligations. If you or any guest or occupant violates the Lease Contract or rules, all residents are considered to have violated the Lease Contract. Our requests and notices (including sale notices) to any resident constitute notice to all residents and occupants. In eviction suits, each resident is considered the agent of all other residents in the apartment for service of process. Security-deposit refunds and deduction itemizations of multiple residents will comply with section 1.4.

2.16 REPLACEMENTS AND SUBLETTING

Replacing a resident, sub-letting, or assignment is not allowed.

Procedures for Replacement. If we approve a replacement resident, then, at our option: (1) the replacement resident must sign this

Lease Contract with or without an increase in the total security deposit; or (2) the remaining and replacement residents must sign an entirely new Lease Contract. Unless we agree otherwise in writing, your security deposit will automatically transfer to the replacement resident as of the date we approve. The departing resident will no longer have a right to occupancy or a security deposit refund, but will remain liable for the remainder of the original lease term unless we agree otherwise in writing - even if a new Lease Contract is signed.

2.17 RESPONSIBILITIES OF OWNER

We will act with customary diligence to:

- 1. Keep common areas reasonably clean
- 2. Maintain fixtures, furniture, hot water, heating and A/C equipment;
- 3. Substantially comply with applicable federal, state, and local laws regarding safety, sanitation, and fair housing;
- 4. Make all reasonable repairs, subject to your obligation to pay for damages for which you are liable;
- 5. Commence steps, within 24 hours after our receipt of written notice from you (except where circumstances are beyond our control), to restore hot or cold water, heat, electricity or to remedy situations imminently hazardous to life;
- 6. Commence steps, within 72 hours after our receipt of written notice from you (except where circumstances are beyond our control), to remove or remedy a condition that deprives you of the use of a refrigerator, range and oven, or major plumbing fixture supplied by us; and

Commence steps, within 10 days after our receipt of written notice from you (except where circumstances are beyond our control), to repair or remedy all other items for which we are responsible that are not described in (5) or (6) above.

We have no duty to repair if the defective condition was caused by you, your guests, or others acting under your control, or if you unreasonably fail to allow us access to the apartment to make such repairs.

You may not repair items yourself and deduct the cost of repairs from your rent unless you have fully complied with the statutory requirements for doing so. Under state statute, you must be current in your payment of rent (including utilities) before exercising any statutory or Lease Contract remedy.

2.18 DEFAULT BY RESIDENT

You'll be in default if you or any guest or occupant violates any terms of this Lease Contract including but not limited to the following violations:

- 1. You don't pay rent or other amounts that you owe when due;
- 2. You or any guest or occupant violates the apartment rules, or fire, safety, health, or criminal laws, regardless of whether or where arrest or conviction occurs;
- 3. You abandon the apartment;
- 4. You give incorrect or false answers in a rental application;
- 5. You or any occupant, in bad faith, makes an invalid habitability complaint to an official or employee of a utility company or the government;
- 6. You or any occupant is arrested, convicted, or given deferred adjudication for a felony offense involving actual or potential physical harm to a person, or involving possession, manufacture, or delivery of a controlled substance, marijuana, or drug paraphernalia under state statute;
- 7. You or any guest or occupant engages in any of the prohibited

conduct described in section 2.3; or

8. Any illegal drugs or paraphernalia are found in your apartment or illegal drugs are used in your apartment.

Eviction: Nonpayment of Rent.

If you default in rent payment, we may end your right of occupancy by giving you a written notice to pay vacate. The notice will state that you are required to either pay rent in full within a specified number of days or vacate.

Notice may be by: (1) personal delivery to any resident; (2) if a resident is unavailable, personal delivery at the apartment to any occupant of suitable age and discretion in addition to regular mail delivery to a resident; or (3) if no one of suitable age and discretion is home, by leaving a copy of the notice in a conspicuous place in the unit or on the door, delivering a copy to any person in the apartment (if one can be found), and mailing notice to a resident. Termination of your possession rights or subsequent releting doesn't release you from liability for future rent or other lease obligations. After giving notice to vacate or filing an eviction suit, we may still accept rent or other sums due; the filing or acceptance doesn't waive or diminish our right of eviction, or any other contractual or statutory right. Accepting money at any time doesn't waive our right to damages, or to past or future rent or other sums; or to continue with eviction proceedings.

Eviction: All Other Violations.

If you default other than by nonpayment of rent, we may end your right of occupancy by giving you 10 day notice, and this notice will state that you must either remedy your breach or vacate the apartment within the 10 day period. Notice may be given in the same manner as the nonpayment of rent notice described above. However, if you permit waste on the premises, operate an unlawful business, or if conduct by you or your guests constitutes a nuisance, we may give you 3 days notice to vacate, and if you fail to vacate the apartment after service of a termination notice made 20 days or more before the end of the monthly rental period, we are not required to give you any additional notice.

However, if your default involves (1) drug related activities, (2) imminent hazard to the physical safety of other persons on the premises for which you were arrested, or (3) gang related activity, you have no 30 day right to cure.

Acceleration. All monthly rent for the rest of the lease term or renewal period will be accelerated automatically without notice or demand (before or after acceleration) and will be immediately due and delinquent if, without our written consent: (1) you move out, remove property in preparing to move out, or give oral or written notice (by you or any occupant) of intent to move out before the lease term or renewal period ends; and (2) you've not paid all rent for the entire lease term or renewal period. Such conduct is considered a default for which we need not give you notice. Remaining rent also will be accelerated if you're judicially evicted or move out when we demand because you've defaulted. Acceleration is subject to our mitigation obligations below.

Holdover. You or any occupant, invitee, or guest must not hold over beyond the date contained in your move-out notice or our notice to vacate (or beyond a different move-out date agreed to by the parties in writing). If a holdover occurs, then: (1) holdover rent is due in advance on a daily basis and may become delinquent without notice or demand; (2) rent for the holdover period will be increased by 50% over the then existing rent, without notice; (3) subject to our mitigation duties, you'll be liable to us for all rent for the full term of the previously signed Lease Contract of a new resident who can't occupy because of the holdover; and (4) at our option, we may extend the lease term--for up to one month from the date of notice of lease extension--by delivering written notice to you or your apartment while you continue to hold over.

Other Remedies. We may report unpaid amounts to credit agencies. If you default and move out early, you will pay us any amounts stated to be rental discounts in the concessions addendum, in addition to other sums due. Upon your default, we have all other legal remedies, including lease termination. Unless a party is seeking exemplary, punitive, sentimental or personal-injury damages, the prevailing party may recover from the non-prevailing party reasonable attorney's fees and all other litigation costs. Late charges are liquidated damages for our time, inconvenience, and overhead in collecting late rent (but are not for attorney's fees and litigation costs). All unpaid amounts bear 12% interest per year from due date, compounded annually. You must pay all collection-agency fees if you fail to pay all sums due within 10 days after we mail you a letter demanding payment and stating that collection agency fees will be added if you don't pay all sums by that deadline.

Mitigation of Damages. If you move out early, you'll be subject to reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants and all other remedies. We'll make a reasonable effort to relet and minimize damages after we learn of your early moveout or abandonment. We'll credit all subsequent rent that we actually receive from subsequent residents against your liability for past-due and future rent and other sums due.

2.19 MISCELLANEOUS

Neither we nor any of our representatives have made any oral promises, representations, or agreements. This Lease Contract is the entire agreement between you and us. Our representatives (including management personnel, employees, and agents) have no authority to waive, amend, or terminate this Lease Contract or any part of it, unless in writing, and no authority to make promises, representations, or agreements that impose security duties or other obligations on us or our representatives unless in writing. No action or omission of our representative will be considered a waiver of any subsequent violation, default, or time or place of performance. Our not enforcing or belatedly enforcing written-notice requirements, rental due dates, acceleration, liens, or other rights, or our acceptance of rent after a notice of non-compliance or non-payment isn't a waiver under any circumstances. Except when notice or demand is required by statute, you waive any notice and demand for performance from us if you default. Written notice to or from our managers constitutes notice to or from us. Any person giving a notice under this Lease Contract should retain a copy of the memo, letter or fax that was given. Fax signatures are binding. All notices must be signed.

Exercising one remedy won't constitute an election or waiver of other remedies. Unless prohibited by law or the respective insurance policies, insurance subrogation is waived by all parties. All remedies are cumulative. No employee, agent, or Management Company is personally liable for any of our contractual, statutory, or other obligations merely by virtue of acting on our behalf. This Lease Contract binds subsequent owners. Neither an invalid clause nor the omission of initials on any page invalidates this Lease Contract. All notices and documents may be in English and, at our option, in any language that you read or speak. All provisions regarding our non-liability and non-duty apply to our employees, agents, and management companies. This Lease Contract is subordinate or superior to existing and future recorded mortgages, at lender's option. All lease obligations must be performed in the county where the apartment is located. All discretionary rights reserved for us within this Lease Contract or any accompanying addenda are at our sole and absolute discretion.

Obligation to Vacate

Resident shall vacate the Premises and removal all of Resident's personal property there from at the expiration of the lease term without further notice or demand from owner.

Force Majeure

If we are prevented from completing performances of any obligations hereunder by an act of strikes, epidemics, war, acts of terrorism, riots, flood, fire, hurricane, tornado, sabotage, or other occurrence which is beyond the control of the parties, then we shall be excused from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

Furthermore, if such an event damages the property to materially affect its habitability by some or all residents, we reserve the right to vacate any and all leases and you agree to excuse us from any further performance of obligations and undertakings hereunder, to the full extent allowed under applicable law.

2.20 ONLINE ACCOUNTS

All financially responsible residents are required to establish online resident portals for the purposes of online payments and submittal of maintenance requests.

2.21 SECURITY GUIDELINES

We'd like to give you some important safety guidelines. We recommend that you follow these guidelines and use common sense in practicing safe conduct. Inform all other occupants in your dwelling, including any children you may have, about these guidelines.

Personal Security - While inside your apartment

- 1. Lock your doors and windows--even while you're inside.
- 2. Engage the keyless deadbolts on all doors while you're inside.
- 3. When answering the door, see who is there by looking through a window or peephole. If you don't know the person, first talk with him or her without opening the door. Don't open the door if you have any doubts
- 4. If children (who are old enough t o take care of themselves) are left alone in your apartment, tell them to use the keyless deadbolt and refuse to let anyone inside while you are goneregardless of whether the person is a stranger or an apartment maintenance or management employee
- Don't put your name, address, or phone number on your key ring.
- 6. If you're concerned because you've lost your key or because someone you distrust has a key, ask the management to rekey the locks. Management may, at their option, rekey for you as long as you pay for the rekeying.
- 7. Dial 911 for emergencies. If the 911 number does not operate in your area, keep phone numbers handy for the police, fire, and emergency medical services. If an emergency arises, call the appropriate governmental authorities first, then call the management.
- Check your smoke detector and carbon monoxide detector monthly to make sure it is working properly and the batteries are still okay.
- 9. Check your door locks, window latches, and other devices regularly to be sure they are working properly.

- 10. If your doors or windows are unsecured due to break-ins or malfunctioning locks or latches, stay with friends or neighbors until the problem is fixed.
- 11. Immediately report to management--in writing, dated and signed-- any needed repairs of locks, latches, doors, windows, smoke detectors and carbon monoxide detectors, and alarm systems.
- 12. Immediately report to management--in writing, dated and signed—any malfunction of other safety devices outside your apartment, such as broken gate locks, burned-out lights in stairwells and parking lots, blocked passages, broken railings, etc.
- 13. Close curtains, blinds, and window shades at night.
- 14. Mark or engrave your driver's license number or other identification on valuable personal property.

Personal Security - While outside your apartment

- 1. Lock your doors while you're gone. Lock any door handle lock, keyed deadbolt lock, sliding door pin lock, sliding door handle latch, and sliding door bar that you have.
- 2. Leave a radio or TV playing softly while you're gone.
- 3. Close and latch your windows while you're gone, particularly when you're on vacation.
- 4. Tell your roommate or spouse where you're going and when you'll be back.
- 5. Don't walk alone at night. Don't allow your family to do so.
- 6. Don't hide a key under the doormat or a nearby flowerpot. These are the first places a burglar will look.
- 7. Don't give entry keys, codes or electronic gate cards to anyone.
- 8. Use lamp timers when you go out in the evening or go away on vacation. They can be purchased at most hardware stores.
- 9. Let the manager and your friends know if you'll be gone for an extended time. Ask your neighbors to watch your apartment since the management cannot assume that responsibility.
- 10. While on vacation, temporarily stop your newspaper and mail delivery, or have your mail and newspaper picked up daily by a friend.
- 11. Carry your door key in your hand, whether it is daylight or dark, when walking to your entry door. You are more vulnerable when looking for your keys at the door.

Personal Security - While using your car

- 1. Lock your car doors while driving. Lock your car doors and roll up the windows when leaving your car parked.
- 2. Don't leave exposed items in your car, such as cassette tapes, wrapped packages, briefcases, or purses.
- 3. Don't leave your keys in the car.
- 4. Carry your key ring in your hand whenever you are walking to your car--whether it is daylight or dark and whether you are at home, school, work, or on vacation.
- 5. Always park in a well-lighted area. If possible, try to park your car in an off-street parking area rather than on the street.
- 6. Check the backseat before getting into your car.
- 7. Be careful when stopping at gas stations or automatic-teller machines at night--or anytime when you suspect danger.

PERSONAL SECURITY AWARENESS

No security system is failsafe. Even the best system can't prevent crime. Always act as if security systems don't exist since they are subject to malfunction, tampering, and human error. We disclaim any express or implied warranties of security. The best safety measures are the ones you perform as a matter of common sense and habit.

By initialing below, you acknowledge and agree to the terms in

Section 2.





3.1 NOTICE TO VACATE

Before moving out, you must give our representative advance written move-out notice as provided below. Your move-out notice will not release you from liability for the full term of the Lease Contract or renewal term. You will still be liable for the entire lease term if you move out early. YOUR MOVE-OUT NOTICE MUST COMPLY WITH EACH OF THE FOLLOWING:

- We must receive advance written notice of your move-out date, **at least 20 days**. Oral move-out notice will not be accepted and will not terminate your Lease Contract.
- Your move-out notice must not terminate the Lease Contract sooner than the end of the lease term or renewal period.
- If you are on a Month-to-Month term contract, your 20-day notice to vacate must be received by the 1st of the month you plan to move out. If your notice is given after the 1st of the month, you are responsible for paying rent until the end of the following month even if you move out prior to that date.

YOUR NOTICE IS NOT ACCEPTABLE IF IT DOES NOT COMPLY WITH ALL OF THE ABOVE. Please use our written move-out form. You must obtain from our representative written acknowledgment that we received your move-out notice. If we terminate the Lease Contract, we must give you the same advance notice.

3.2 EARLY MOVE OUT

In addition to the buy out fee, you will be liable to us for a reletting charge of \$1000.00 to cover expenses to re-market the apartment. You will be charge the reletting fee if you do one or all of the following:

(1) Fail to give written move-out notice as required in section 3.1; or

(2) Move out without paying rent in full for the entire lease term or renewal period; or

(3) Move out at our demand because of your default; or

(4) are judicially evicted.

The reletting charge is not a cancellation fee and does not release you from your obligations under this Lease Contract.

Not a Release. The reletting charge is not a lease cancellation fee or buyout fee. It is an agreed-to liquidated amount covering only part of our damages, that is, our time, effort, and expense in finding and processing a replacement. These damages are uncertain and difficult to ascertain--particularly those relating to inconvenience, paperwork, advertising, showing apartments, utilities for showing, checking prospects, office overhead, marketing costs, and locatorservice fees. You agree that the reletting charge is a reasonable estimate of such damages and that the charge is due whether or not our reletting attempts succeed. If no amount is stipulated, you must pay our actual reletting costs so far as they can be determined. The reletting charge does not release you from continued liability for: future or past-due rent; charges for cleaning, repairing, repainting, or unreturned keys; or other sums due.

3.3 REIMBURSEMENT

You must promptly reimburse us for loss, damage, government fines, or cost of repairs or service in the apartment community due to a violation of the Lease Contract or rules, improper use, or negligence by you or your guests or occupants. Unless the damage or wastewater stoppage is due to our negligence, we're not liable for--and you must pay for--repairs, replacement costs, and damage to the following if occurring during the lease term or renewal period: (1) damage to doors, windows, or screens; (2) damage from windows or doors left open; and (3) damage from wastewater stoppages caused by improper objects in lines exclusively serving your apartment. We may require payment at any time, including advance payment of repairs for which you're liable. Delay in demanding sums you owe is not a waiver.

3.4 PROPERTY LEFT IN APARTMENT

Removal After, Surrender, Abandonment, or Eviction. We or law officers may remove and/or store all property remaining in the apartment or in common areas (including any vehicles you or any occupant or guest owns or uses) if you are judicially evicted or if you surrender or abandon the apartment (see definitions in paragraph 42)

Storage. We may store, but other than as may be required by law have no duty to store, property removed after judicial eviction surrender, or abandonment of the apartment. We're not liable for casualty loss, damage, or theft unless otherwise provided by law. You must pay reasonable charges for our packaging, removing, and selling any property.

Redemption. If we've seized and stored property as authorized by the state statute, you may redeem the property by paying all storage fees if you make written request for the return of the property before we have sold or disposed of it. we may return redeemed property at the place of storage, the management office, or the apartment (at our option). We may require payment by cash, money order or certified check. Disposition or Sale. We may throw away or give to a charitable organization all items of personal property that are: (1) left in the apartment after surrender or abandonment; or (2) left outside more than 1 hour after a writ of restitution is executed, following a judicial eviction. Animals removed after surrender, abandonment, or eviction may be kenneled or turned over to local authorities or humane societies. Property described in (1) and (2) above not thrown away or given to charity may be disposed of only by sale, which must be held no sooner than 45 days after written notice to you. Our notice may be sent to you first class mail to your last known address or to any other addresses you provided us in writing or any other address known to us for you. Our notice will include (1) our name and the address where we may be contacted, (2) the place where your property is stored, (3) a statement informing you that a sale or disposition of your property will take place in accordance with state law, (4) the date of the sale or disposal (which may be no sooner than 45 days from the date of notice), and (5) a statement informing you of your right (upon payment of storage charges) to have the property returned prior to its sale or disposition. Sale may be public or private, is subject to any third-party ownership or lien claims, must be to the

highest cash bidder, and may be in bulk, in batches, or item-byitem. We'll hold any excess proceeds from the sale for you for one year from the date of sale. If no claim is made to the proceeds in that year, we may retain the proceeds. However, if your property that we are storing has a cumulative value of \$50 or less, we may sell or dispose of your property (except for personal papers, family pictures, and keepsakes) after 7 days from the date that we mailed notice to you of the prospective sale or disposal. We'll send you a 45 day notice before we dispose of any personal papers, family pictures, and keepsakes. After writ of restitution is issued, if we receive timely notice from you or your representative that you want us to store your personal property, we will do so in accordance with the requirements of RCW 59.18.312.

3.5 FAILURE TO PAY FIRST MONTHS RENT

If you don't pay the first month's rent when or before the Lease Contract begins, or your failure to pay any subsequent rent or other charges owing under this Lease Contract, all future rent will be automatically accelerated without notice and immediately due. We also may end your right of occupancy and recover damages, future rent, reletting charges, attorney's fees, court costs, and other lawful charges, as permitted by law.

3.6 RENT INCREASES AND LEASE CONTRACT CHANGES

No rent increases or Lease Contract changes are allowed before the initial Lease Contract term ends, except for changes allowed by a written addendum or amendment signed by you and us, or by reasonable changes of apartment rules.

If we give you written notice of rent increases or lease changes effective when the lease term or renewal period ends, this Lease Contract will automatically continue month-to-month with the increased rent or lease changes. The new modified Lease Contract will begin on the date stated in the notice (without necessity of your signature) unless you give us written move-out notice under section 3.1.

a. Renewal offers must be accepted in writing on or before the acceptance date as stated on the renewal offer notice. The new lease must be executed within 5 days of the acceptance or 3 days from the date the lease was generated and sent to you. Failure to execute the new lease will void the offer and the acceptance of a renewal and applicable month-to-month rent or fee will apply following the current lease term end date.

b. **Month-to-Month premium charge** is added to the rent immediately upon initial lease term. If no amount is stated on the renewal offer submitted at least 60 days prior to the termination date of the current lease, the month-to-month premium charge is **\$300.00 per month over current rent.**

By initialing below, you acknowledge and agree to the terms in Section 3.

City of Everett



1500 Westlake Ave N • Suite 212 • Seattle, WA 98109 (206) 737-8171

4

Bed Bug Addendum

4.1 BED BUG ADDENDUM

1. LEASE CONTRACT. This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated 09/01/2024, and is between the Owner of 600 Ninth ("Owner") and City of Everett, (collectively and individually "Residents"), for the premises at

600 9th Ave - 401

Seattle, WA 98104

(the "Leased Premises"), which is located within 600 Ninth (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

- 2. **PURPOSE.** This Addendum modifies the Lease Contract and address situations related to bed bugs (*cimex lectularius*) which may be discovered infesting the dwelling or personal property in the dwelling. You understand that we relied on your representations to us in this Addendum.
- 3. **INSPECTION.** You agree that you will inspect the dwelling within 48 hours after move-in/renewal and notify us of any bed bugs or bed bugs infestation.
- 4. INFESTATIONS. You agree that you have read the information on the back side of this addendum about bed bugs and you are not aware of any infestation or presence of bed bugs in your current or previous apartments, home or dwelling. You agree that you are not aware of any bed bug infestation or presence in any of your furniture, clothing, personal property or possessions. You agree that you have not been subjected to conditions in which there was any bed bug infestation or presence.

4.2 BED BUG INFORMATION

Bed bugs don't discriminate.

Bed bugs increased presence across the United States in recent decades can be attributed largely to a surge in international travel and trade. It's no surprise then that bed bugs have been found time and time again to have taken up residence in some of the fanciest hotels and apartment buildings in some of the nation's most expensive neighborhoods.

Nonetheless, false claims that associate bed bugs presence with poor hygiene and uncleanliness have caused rental housing residents, out of shame, to avoid notifying owners of their presence. This serves only to enable the spread of bed bugs.

While bed bugs are, by their very nature, more attracted to clutter, they're certainly not discouraged by cleanliness.

Bottom line: bed bugs know no social and economic bounds; claims to the contrary are false.

Bed bugs don't transmit disease

There exists no scientific evidence that bed bugs carry disease. In fact, federal agencies tasked with addressing pest of public health concern, namely the U.S. Environmental Protection Agency and the Centers for Disease Control and Prevention, have refused to elevate bed bugs to the threat level posed by disease carrying pests. Again, claims associating bed bugs with disease are false.

Identifying bed bugs

- Bedding
- Bed frames
- Mattress seams
- Upholstered furniture, especially under cushions and along seams
- Around, behind and under wood furniture, especially along areas where drawers slide
- Curtains and draperies
- Along window and door frames
- Ceiling and wall junctions
- Crown moldings
- Behind and around wall hangings and loose wallpaper
- Between carpeting and walls (carpet can be pulled away from the wall and tack strip)
- Cracks and crevices in walls and floors
- Inside electronic devices, such as smoke and carbon monoxide detectors

Because bed bugs leave some persons with itchy welts strikingly similar to those caused by fleas and mosquitoes, the origination of such markings often go misdiagnosed. However, welts caused by bed bugs often times appear in succession and on exposed areas of skin, such as the face, neck and arms. In some cases, an individual may not experience any visible reaction resulting from direct contact with bed bugs.

While bed bugs typically prefer to act at night, they often do not succeed in returning to their hiding spots without leaving traces of their presence through fecal markings of a red to dark brown color, visible on or near beds. Blood stains tend also to appear when the bugs have been squashed, usually by an unsuspecting host in their sleep. And, because they shed, it's not uncommon for skin casts to be left behind in areas typically frequented by bed bugs.

Preventing bed bug encounters when traveling

Because humans serve as bed bugs' main mode of transportation, it is extremely important to be mindful of bed bugs when away from home. Experts agree that the spread of bed bugs across all regions of the United States is largely attributed to an increase in international travel and trade. Travelers are therefore encouraged to take a few minutes upon arriving to their temporary destination to thoroughly inspect their accommodations, so as to ensure that any uninvited guests are detected before the decision is made to unpack. Because bed bugs can easily travel from one room to another, it is also recommended that travelers thoroughly inspect their luggage and belongings for bed bugs before departing for home.

Bed bug do's and don'ts

• Do not bring used furniture from unknown sources into your dwelling. Countless bed bug infestations have stemmed directly from the introduction into a resident's unit of secondhand and abandoned furniture. Unless the determination can be made with absolute certainty that a piece of second-hand furniture is bed bug-free, residents should assume that the reason a seemingly nice looking leather couch, for example, is sitting curbside, waiting to be hauled off to the landfill, may very well be due to the fact that it's teeming with bed bugs.

- **Do address bed bug sightings immediately.** Rental housing residents who suspect the presence of bed bugs in their unit must immediately notify the owner.
- Do not attempt to treat bed bug infestations. Under no circumstance should you attempt to eradicate bed bugs. Health hazards associated with the misapplication of traditional and non-traditional, chemical based insecticides and pesticides poses too great a risk to you and your neighbors.
- **Do comply with eradication protocol.** If the determination is made that your unit is indeed playing host to bed bugs, you must comply with the bed bug eradication protocol set forth by both your owner and their designated pest management company.

4.3 HOUSEKEEPING

Resident shall practice good house keeping and maintenance habits, including:

- 1. Resident shall not use or bring second-hand furnishings, appliances, etc which have not first been inspected for the presence of bed bugs. If rented furnishings are to be used Resident is obligated to ensure the rental company has established procedures to prevent bed bug infestation and performs inspections of their inventory. b.
- 2. Resident shall cover all mattresses and box springs with impermeable covers to prevent bed bug nesting.
- 3. Resident shall check for bed bugs within their personal belongings prior to re-entering rental unit when returning from stays outside the unit.

4.4 REPORTING & NOTIFYING

Resident shall report any problems or suspicion of problems immediately, including:

- 1. Report known or suspected bed bug infestation or presence in the dwelling, or in any of your clothing, furniture or personal property.
- Report any maintenance needs immediately to minimize the possibility of harboring bed bugs within cracks, holes or otherwise, or allowing bed bugs to travel from unit to unit.
- 3. Report any recurring or unexplained bites, stings, irritations, or sores of the skin or body which you believe is caused by bed bugs, or by any condition or pest you believe is in the dwelling.
- 4. Discover of any condition or evidence that might indicate the presence or infestation of bed bugs, or of any confirmation of bed bug presence by a licensed pest control professional or other authoritative source

4.5 COOPERATION

You must allow us and our pest control agents access to the dwelling at reasonable times to inspect for or treat bed bugs as allowed by law. You and your family members, occupants, guests, and invitees must cooperate and will not interfere with inspections or treatments. We have the right to select any licensed pest control professional to treat the dwelling and building. We can select the method of treating the dwelling, building and common areas for bed bugs. We can also inspect and treat adjacent or neighboring dwellings to the infestation even if those dwellings are not the source or cause of the known infestation. You are responsible for and must, at your own expense, have your own personal property, furniture, clothing and possessions treated according to accepted treatment methods established by a licensed pest control firm that we approve. You must do so as close as possible to the time we treated the dwelling. If you fail to do so, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract. You agree not to treat the dwelling for a bed bug infestation on your own.

Resident shall cooperate and comply with all pest control efforts and requirements, including, but not limited to:

- 1. Allowing access to pest control company when proper notice is given, as requested by Owner/Agent, and comply with all requests related to pest control company treatments.
- 2. Sealing all items prior to them being removed from the unit for cleaning and sterilization or to prevent spread/further infestation.
- 3. Removing all bedding, drapes, curtains, and non-fixed rugs.
- 4. Checking and / or removing mattresses and box springs.
- 5. Removing all items from dressers, nightstands, and closets.
- 6. Vacuuming all floor areas, furniture, mattresses and box springs, and inside all storage furnishings.
- 7. Wash all machine-washable items and dry items on high heat setting. Any other items necessitating cleaning which cannot be done by Resident must be taken to a professional dry cleaning company for cleaning and decontamination.

4.6 TRANSFER

If we allow you to transfer to another dwelling in the community because of the presence of bed bugs, you must have your personal property and possessions treated according to accepted treatment methods or procedures established by a licensed pest control professional. You must provide proof of such cleaning and treatment to our satisfaction. Bed bugs, with a typical lifespan of 6 to 12 months, are wingless, flat, broadly oval-shaped insects. Capable of reaching the size of an apple seed at full growth, bed bugs are distinguishable by their reddish-brown color, although after feeding on the blood of humans and warm-blooded animals-their sole food source--the bugs assume a distinctly blood-red hue until digestion is complete.

4.7 RESPONSIBILITIES

Resident agrees to reimburse landlord for all treatment costs if it is determined that a bed bug infestation began within Resident's unit.

Resident agrees to reimburse Owner/Agent for expenses arising from any action, claim, loss, damage and/or expenses, including attorney's fees, incurred by Owner/Agent as a result of Resident and/or their guests failure to comply with the terms of this Addendum and Lease/Rental Agreement.

If you fail to pay us for any costs you are liable for, you will be in default, and we will have the right to terminate your right of occupancy and exercise all rights and remedies under the Lease Contract, and obtain immediate possession of the dwelling. If you fail to move out after your right of occupancy has been terminated, you will be liable for holdover rent under the Lease Contract.

Resident agrees that a failure to comply with the terms of this Addendum shall constitute a material breach of the Lease / Rental Agreement and may subject the Resident to court action, including unlawful detainer / eviction proceedings.

By signing below, you acknowledge and agree to the terms in Section 4.

Z X

Lessee

City of Everett

02/24/2025

1500 Westlake Ave N • Suite 212 • Seattle, WA 98109 (206) 737-8171

5

Buy Out Agreement

5.1 ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated 09/01/2024, and is between the Owner of 600 Ninth ("Owner") and City of Everett, (collectively and individually "Residents"), for the premises at

600 9th Ave - 401 Seattle, WA 98104

(the "Leased Premises"), which is located within 600 Ninth (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

5.2 PURPOSE OF BUY-OUT AGREEMENT

The purpose of this Buy-Out Agreement is to give you the right to buy out of your Lease Contract early—subject to any special provisions in paragraph 9 below. In order to buy out early, your notice must be signed by all residents listed in paragraph 1 of the Lease Contract and you must comply with all provisions of this Buy-Out Agreement.

5.3 BUY-OUT PROCEDURES

You may buy out of the Lease Contract prior to the end of the lease term and cut off all liability for paying rent for the remainder of the lease term *if all of the following occur:*

- you give us written notice of buy-out at least 20 days prior to the new termination date (i.e. your new move-out date) which must be last day of a month;
- 2. you specify the new termination date in the notice, i.e., the date by which you'll move out;
- 3. you are not in default under the Lease Agreement on the date you give us the notice of buy-out;
- 4. you are not in default under the Lease Contract on the new termination date (move-out date);
- 5. you move out on or before the new termination date and do not hold over;
- you pay us a buy-out fee (consideration) equal to two and a half (2.5x) month's rent;
- you pay us the amount of any concessions you received when signing the lease Contract on the date that you give notice to buy out;
- 8. you are current in the payment of the rent and all other amounts owing under the lease through the terminating date;
- 9. you comply with any special provisions in paragraph 8 below
- 10. if you choose to exercise the buy-out provision, and the unit re-rented at any time, you understand and agree that you are not eligible for, nor will receive any refund of any portion of

the buy-out fee.

5.4 WHEN PAYABLE

The buy-out fee in paragraph 1.3(6) is due and payable no later than ten (10) days after you give us your buy-out notice. The total dollar amount of any concessions regarding rent or other monetary lease obligations for the entire lease term is due payable on the same day as the buy-out fee, subject to any special provisions regarding the amount, calculation method, or payment date.

5.5 SHOWING UNIT TO PROSPECTIVE RESIDENTS

After you give us notice of buy-out, the Lease Contract gives us the right to begin showing your unit to prospective residents and telling them it will be available immediately after your new termination date.

5.6 COMPLIANCE ESSENTIAL

Our deposit of all amounts due under paragraphs 1.3(6) and 1.3(7) constitutes our approval of the new termination date stated in your notice of buy-out. If you fail to comply with any of the procedures or requirements in this agreement after we deposit such monies, your buy-out right and this agreement will be voided automatically; and (1) any amounts you have paid under this agreement will become part of your security deposit, and (2) the lease will continue without buy-out. Then, if you move out early, you are subject to all lease remedies, including releting fees and liability for all rents for the remainder of the original lease term.

By signing below, you acknowledge and agree to the terms in Section 5.

City of Everett

02/24/2025

Date Signed

Lessee

1500 Westlake Ave N • Suite 212 • Seattle, WA 98109 (206) 737-8171

6

Crime/Drug Free Addendum

6.1 ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated 09/01/2024, and is between the Owner of 600 Ninth ("Owner") and City of Everett, (collectively and individually "Residents"), for the premises at

600 9th Ave - 401 Seattle, WA 98104

(the "Leased Premises"), which is located within 600 Ninth (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

6.2 ADDENDUM APPLICABILITY

In the event any provision in this Addendum is inconsistent with any provision(s) contained in other portions of, or attachments to, the abovementioned Lease Contract, then the provisions of this Addendum shall control. For purposes of this Addendum, the term "Premises" shall include the dwelling unit, all common areas, all other dwelling units on the property or any common areas or other dwelling units on or about other property owned by or managed by the Owner. The parties hereby amend and supplement the Lease Contract as follows:

6.3 CRIME/DRUG FREE HOUSING

Resident, members of the Resident's household, Resident's guests, and all other persons affiliated with the Resident:

A. Shall not engage in any illegal or criminal activity on or about the premises. The phrase, "illegal or criminal activity" shall include, but is not limited to, the following:

- 1. Engaging in any act intended to facilitate any type of criminal activity.
- 2. Permitting the Premises to be used for, or facilitating any type of criminal activity or drug related activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest.
- 3. The unlawful manufacturing, selling, using, storing, keeping, purchasing or giving of an illegal or controlled substance or paraphernalia as defined in city, county, state or federal laws, including but not limited to the State of Washington and/or the Federal Controlled Substances Act.
- 4. Violation of any federal drug laws governing the use, possession, sale, manufacturing and distribution of marijuana, regardless of state or local laws. (So long as the use, possession, sale, manufacturing and distribution of marijuana remains a violation of federal law, violation of any such federal law shall constitute a material violation of this

rental agreement.)

- 5. Engaging in, or allowing, any behavior that is associated with drug activity, including but not limited to having excessive vehicle or foot traffic associated with his or her unit.
- 6. Any breach of the Lease Contract that otherwise jeopardizes the health, safety, and welfare of the Owner, Owner's agents, or other Residents, or involving imminent, actual or substantial property damage.
- 7. Engaging in or committing any act that would be a violation of the Owner's screening criteria for criminal conduct or which would have provided Owner with a basis for denying Resident's application due to criminal conduct.
- 8. Engaging in any activity that constitutes waste, nuisance, or unlawful use.

B. AGREE THAT ANY VIOLATION OF THE ABOVE PROVISIONS CONSTITUTES A MATERIAL VIOLATION OF THE PARTIES' LEASE CONTRACT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this Addendum shall be deemed a serious violation, and a material default, of the parties' Lease Contract. It is understood that a single violation shall be good cause for termination of the Lease Contract. Notwithstanding the foregoing comments, Owner may terminate Resident's tenancy for any lawful reason, and by any lawful method, with or without good cause.

6.4 CRIMINAL CONVICTION NOT REQUIRED

Unless otherwise provided by law, proof of violation of any criminal law shall

not require a criminal conviction.

6.5 RECREATIONAL & MEDICAL MARIJUANA USE

Washington State law permits the limited use of medical and recreational marijuana in specific and limited circumstances. However, this is not the case under federal law. Under federal law, specifically the Federal Controlled Substances Act (CSA), marijuana is still categorized as a Schedule I substance. This means that under federal law, and U.S. Supreme Court decisions, the manufacture, distribution, or possession of marijuana is strictly prohibited. Because the U.S. Department of Housing and Urban Development is controlled by the federal government, HUD policy is that the use of marijuana, whether prescribed for medical reasons or not, is a criminal offense and will not be protected under the fair housing laws or allowed in HUD funded housing. Therefore, apartment complexes are not required to accommodate the use of marijuana by a tenant who is a current medical marijuana user. Disabled tenants who are registered medical marijuana users, however, should not feel discouraged to request reasonable accommodations if the need arises.

6.6 LANDLORD'S COMMITMENT TO ENFORCEMENT OF CRIME FREE ADDENDUM

The Premises listed above follows and complies with federal law regarding marijuana use and is, and will continue to be, a drug free community. Possession, use, manufacture or sale of any illegal substance, including marijuana, or any use of marijuana by the tenant and/or guests will result in immediate termination. If you have any questions or concerns about this policy, please speak to

management.

6.7 RESIDENT ACKNOWLEDGEMENT

By signing below, the resident acknowledges his or her understanding of the terms and conditions as stated above, and his or her agreement to comply with those terms and conditions.

By signing below, you acknowledge and agree to the terms in Section 6.

X

City of Everett

Lessee 02/24/2025



1500 Westlake Ave N • Suite 212 • Seattle, WA 98109 (206) 737-8171

7

Disclosure of Information On Lead-Based Paint and Lead-Based Paint Hazards

7.1 ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated 09/01/2024, and is between the Owner of 600 Ninth ("Owner") and City of Everett, (collectively and individually "Residents"), for the premises at 600 9th Ave - 401

Seattle, WA 98104

(the "Leased Premises"), which is located within 600 Ninth (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

7.2 OVERVIEW

Lead Warning Statement:

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling.

Tenants must also receive a Federally approved pamphlet on lead poisoning prevention. NOTE: The existence of lead on the rental property is not, by itself, cause for termination of the tenancy. (Public Law 102-550 sec. 1018(c))

Owner's Disclosure or Agent acting on behalf of Owner

1. Presence of lead-based paint or lead-based paint hazards: Owner has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

2. Records and reports available to the Owner: Owner has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Resident's Acknowledgment (signature below) confirms have received lead based paint disclosure, if any, and a pamphlet on lead based paint protection.

Certification of Accuracy:

The following parties have reviewed the information above to certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

By signing below, you acknowledge and agree to the terms in Section 7.

City of Everett

02/24/2025

Date Signed

Lessee

1500 Westlake Ave N • Suite 212 • Seattle, WA 98109 (206) 737-8171

8

Mold Information and Prevention

8.1 LEASE CONTRACT

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated 09/01/2024, and is between the Owner of 600 Ninth ("Owner") and City of Everett, (collectively and individually "Residents"), for the premises at 600 9th Ave - 401

Seattle, WA 98104

(the "Leased Premises"), which is located within 600 Ninth (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

8.2 ABOUT MOLD

Mold is found virtually everywhere in our environment--both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives.

Without molds we would all be struggling with large amounts of dead organic matter.

Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing and other materials. When excess moisture is present inside a dwelling, mold can grow. A 2004 Federal Centers for Disease Control and Prevention study found that there is currently no scientific evidence that the accumulation of mold causes any significant health risks for person with normally functioning immune systems. Nonetheless, appropriate precautions need to be taken.

8.3 PREVENTING MOLD BEGINS WITH YOU

In order to minimize the potential for mold growth in your dwelling you must do the following:

- Keep your dwelling clean--particularly the kitchen, the bathroom(s), carpets and floors. Regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately
- Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible.
- Look for leaks in washing machine hoses and discharge lines-especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen before you start showering or cooking with open pots. When showering, be sure to keep the shower curtain inside

the tub or fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.

- Promptly notify us in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
- Promptly notify us in writing about any signs of water leaks, water infiltration or mold. We will respond in accordance with state law and the Lease Contract to repair or remedy the situation, as necessary.
- Keep thermostat set to automatically circulate air in the event temperatures rise above 80 degrees Fahrenheit.

8.4 IN ORDER TO AVOID MOLD GROWTH

It is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moisture can result from a wide variety of sources, such as:

- rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
- overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerator or A/C drip pans or clogged up A/C condensation lines;
- leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
- washing machine hose leaks, plant watering overflows, pet urine, cooking spills, beverage spills and steam from excessive open-pot cooking;
- leaks from clothes dryer discharge vents (which can put lots of moisture into the air); and
- insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

8.5 IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES

(such as ceramic tile, formica, vinyl flooring, metal, wood or plastic), the federal Environmental Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within 24 hours apply a pre-mixed, spray-on-type household biocide, such as Lysol Disinfectant®, Pine-Sol Disinfectant® (original pine-scented), Tilex Mildew Remover® or Clorox Cleanup®. (Note: Only a few of the common household cleaners will actually kill mold). Tilex® and Clorox® contain bleach which can discolor or stain. **Be sure to follow the instructions on the container.** Applying biocides without first cleaning away the dirt and oils from the surface is like painting over old paint without first cleaning and preparing the surface. Always clean and apply a biocide to an area 5 or 6 times larger than any visible mold because

mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from porous items, such as fibers in sofas, chairs, drapes and carpets-provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes.

8.6 DO NOT CLEAN OR APPLY BIOCIDES TO

(1) visible mold on such as sheetrock walls or ceilings, or (2) large areas of visible mold on non-porous surfaces. Instead, notify us in writing, and we will take appropriate action.

8.7 COMPLIANCE

Complying with this addendum will help prevent mold growth in your dwelling, and both you and we will be able to respond correctly if problems develop that could lead to mold growth. If you have questions regarding this addendum, please contact us at the management office or at the phone number shown in your Lease Contract.

If you fail to comply with this Addendum, you can be held responsible for property damage to the dwelling and any health problems that may result. We can't fix problems in your dwelling unless we know about them.

8.8 SPECIAL PROVISIONS

The following special provisions control over conflicting provisions of this printed form:

- Having adequate airflow in the unit and near the walls is important to mitigate the potential for mold growth. As a result, you agree to do the following:
 - Run bathroom fan for at least 30 minutes after taking a shower.
 - Use Kitchen fan while cooking
 - Open windows as necessary to provide adequate ventilation
 - Keep all furniture and personal items a few inches away from walls to allow proper airflow

By signing below, you acknowledge and agree to the terms in Section 8. $\ensuremath{\mathsf{Section}}$

Lessee

City of Everett

02/24/2025

1500 Westlake Ave N • Suite 212 • Seattle, WA 98109 (206) 737-8171

9

No-Smoking Addendum

9.1 NO-SMOKING ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated 09/01/2024, and is between the Owner of 600 Ninth ("Owner") and City of Everett, (collectively and individually "Residents"), for the premises at 600 9th Ave - 401

Seattle, WA 98104

(the "Leased Premises"), which is located within 600 Ninth (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

All use of any tobacco or product involving smoking, burning, or combustion of tobacco is prohibited in any portion of the apartment community. You are entitled to receive an original of this No-Smoking Addendum after it is fully signed. Keep it in a safe place.

9.2 DEFINITION OF SMOKING

Smoking refers to any use or possession of a cigar, cigarette, ecigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus Nicotiana or the species N. tabacum which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons.

9.3 SMOKING ANYWHERE INSIDE BUILDINGS OF THE APARTMENT COMMUNITY IS STRICTLY PROHIBITED

All forms and use of lighted or burning tobacco products and smoking of tobacco products inside any apartment, building, or interior of any portion of the apartment community is strictly prohibited. Any violation of the no-smoking policy is a material and substantial violation of this addendum and the Lease Contract.

The prohibition on use of any lighted or burning tobacco products or smoking of any tobacco products extends to all residents, their occupants, guests, invitees and all others who are present on or in any portion of the apartment community. The no-smoking policy and rules extend to, but are not limited to, the management and leasing offices, building interiors and hallways, building common areas, apartments, club house, exercise or spa facility, tennis courts, all interior areas of the apartment community, commercial shops, businesses, and spaces, work areas, and all other spaces whether in the interior of the apartment community or in the enclosed spaces on the surrounding community grounds. Smoking of non-tobacco products which are harmful to the health, safety, and welfare of other residents is also prohibited by this addendum and other provisions of the Lease Contract inside any apartment or building.

9.4 SMOKING OUTSIDE BUILDINGS OF THE APARTMENT COMMUNITY

Smoking is permitted only in specially designated areas outside the buildings of the apartment community. The smoking permissible areas are marked by signage. Smoking on balconies, patios, and limited common areas attached to or outside of your apartment is not permitted.

Even though smoking may be permitted in certain limited outside areas, we reserve the right to direct that you and your occupants, family, guests, and invitees cease and desist from smoking in those areas if smoke is entering the apartments or buildings or if it is interfering with the health, safety, or welfare or disturbing the quiet enjoyment, or business operations of us, other residents, or guests.

9.5 YOUR RESPONSIBILITY FOR DAMAGES AND CLEANING

You are responsible for payment of all costs and damages to your apartment, other residents' apartments, or any other portion of the apartment community for repair, replacement, or cleaning due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees, regardless of whether such use was a violation of this addendum. Any costs or damages we incur related to repairs, replacement, and cleaning due to your smoking or due to your violation of the no-smoking provisions of the Lease Contract are in excess of normal wear and tear. Smoke related damage, including but not limited to, the smell of tobacco smoke which permeates sheetrock, carpeting, wood, insulation, or other components of the apartment or building is in excess of normal wear and tear in our smoke free apartment community.

9.6 YOUR RESPONSIBILITY FOR LOSS OF RENTAL INCOME AND ECONOMIC DAMAGES REGARDING OTHER RESIDENTS

You are responsible for payment of all lost rental income or other economic and financial damages or loss to us due to smoking or smoke related damage caused by you or your occupants, family, guests, or invitees which results in or causes other residents to vacate their apartments, results in disruption of other residents' quiet enjoyment, or adversely affects other residents' or occupants' health, safety, or welfare.

9.7 LEASE CONTRACT TERMINATION FOR VIOLATION OF THE ADDENDUM

We have the right to terminate your Lease Contract or right of occupancy of the apartment for any violation of this No-Smoking Addendum. Violation of the no-smoking provisions is a material and substantial default or violation of the Lease Contract. Despite the termination of the

Lease Contract or your occupancy, you will remain liable for rent through the end of the Lease Contract term or the date on which the apartment is re-rented to a new occupant, whichever comes first. Therefore, you may be responsible for payment of rent after you vacate the leased premises even though you are no longer living in the apartment.

9.8 EXTENT OF YOUR LIABILITY FOR LOSSES DUE TO SMOKING

Your responsibility for damages, cleaning, loss of rental income, and loss of other economic damages under this No-Smoking Addendum are in addition to, and not in lieu of, your responsibility for any other damages or loss under the Lease Contract or any other addendum.

9.9 YOUR RESPONSIBILITY FOR CONDUCT OF OCCUPANTS, FAMILY MEMBERS, AND GUESTS

You are responsible for communicating this community's nosmoking policy and for ensuring compliance with this addendum by your occupants, family, guests, and invitees.

9.10 THERE IS NO WARRANTY OF A SMOKE FREE ENVIRONMENT

Although we prohibit smoking in all interior parts of the apartment community, there is no warranty or guaranty of any kind that your apartment or the apartment community is smoke free. Smoking in certain limited outside areas is allowed as provided above. Enforcement of our no-smoking policy is a joint responsibility which requires your cooperation in reporting incidents or suspected violations of smoking. You must report violations of our nosmoking policy before we are obligated to investigate and act and you must thereafter cooperate with us in prosecution of such violations. This is an important and binding legal document. By signing this addendum you are acknowledging that a violation could lead to termination of your Lease Contract or right to continue living in the apartment. If you or someone in your household is a smoker, you should carefully consider whether you will be able to abide by the terms of this addendum.

By signing below, you acknowledge and agree to the terms in Section 9. $\,$

Lessee

City of Everett

02/24/2025

1500 Westlake Ave N • Suite 212 • Seattle, WA 98109 (206) 737-8171

10

Policies, Rules, and Release Addendum

10.1 ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated 09/01/2024, and is between the Owner of 600 Ninth ("Owner") and City of Everett, (collectively and individually "Residents"), for the premises at

600 9th Ave - 401 Seattle, WA 98104

(the "Leased Premises"), which is located within 600 Ninth (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

10.2 WASHINGTON COMMUNITY POLICIES, RULES AND RELEASE

We hope these community policies acquaint you with the many services and facilities available to you. It's our goal to maintain a community where all residents are proud to call home. The management office is open to serve you and we request your assistance in maintaining high standards for your community.

Your lease contract is a very important document, be certain you received a copy. You need to thoroughly read the lease contract and all addenda to the contract. Please contact the management office if you have any questions about the contract or addenda.

Residents and all occupants, and guests, must comply with all policies regarding use of the resident's dwelling and the common areas. There are policies contained in the lease and separate policies attached to the lease or provided to the resident(s) during the lease term. For purposes of this acknowledgment, "owner" includes the dwelling owner named in your lease and their respective partners, employees, officers, directors, agents and servants. "Lease" means the Lease Contract between owner and resident(s). "Home" means the apartment, town home, or other space leased from owner including garages.

The owner does not promise or warrant that owner will be aware of crime that happens in the area or even on the property.

Owner will try to notify the residents when owner becomes aware of a serious crime on the property with written notice attached to resident's front door.

If you would like to obtain accurate crime statistics for this geographic area, the local police station will be able to accommodate your request as a matter of public record. Additionally, the community maintains copies of resident notices issued in response to reported crimes occurring at this location. These copies may be viewed upon request.

Owner reserves the right to reduce, modify or eliminate any security system, security devices or service (other than those statutorily required) at any time and without notice; and such action shall not be a breach of any obligation or warranty on the part of the owner.

Access Gates. Your community may have access gates. If your community has access gates, you will be given separate instructions on proper operation of the gates including, codes, transmitters, and other information. Owner is not and shall not become liable to you, your family, your guests or other occupants of your home for any injury, damage or loss whatsoever which

is caused as a result of a problem, defect, malfunction or failure of the performance of the access gates.

Mail & Deliveries. In the event that Owner accepts delivery of Resident's mail or packages, Resident releases Owner from all liability with respect to the acceptance or storage of any mail or packages. Packages will be returned to sender if not claimed within seven (7) days of delivery.

Construction. In the event that the apartment community is under construction, Resident agrees to observe all warning signs and blockades and stay away from the construction areas. Construction crews work throughout the days during the week and on weekends in order to complete construction. Areas of construction will have machinery and equipment to be used by authorized personnel only and entry into these areas by Resident, occupants of the Unit or their respective guests is strictly prohibited.

Maintenance. Emergency maintenance service is provided 24 hours a day by calling (800) 815-9670. Qualified maintenance personnel are on duty to handle most problems that may arise. Please be considerate when requesting after-hours maintenance. If the situation can wait until the management office opens, please wait and call or leave a message with the answering service. Routine maintenance calls are taken during normal office hours. Any situation of potential property damage or resident injury is considered an emergency. For any calls after normal business hours, call your assigned property manager or the corporate office at (206) 737-8171. Management personnel will be contacted. Owner reserves the right to determine whether a maintenance situation is an emergency. This provision shall not be construed as a waiver by Owner to require written notice of any repair requests. Resident acknowledges that this pertains to maintenance requests only; Resident agrees to contact the local law enforcement agency in the event of security-related concerns.

We will be glad to install any additional security devices identified in your lease; however, we require and request payment in advance. Our compliance with, or response to, any verbal request regarding safety matters shall not waive the strict requirements for written notices and requests relating to safety matters (such as exterior lighting, gates, locks, latches, alarm systems, and other similar systems).

1. Please do not make modifications to the walls, shelves, or closets without prior written approval from the management office.



- 2. Check breakers before calling in an electrical service request. If wall socket is out of order check all light switches.
- 3. Care for your countertops. Never place cigarettes, burning objects, hot cookware or chop food directly on the surfaces.
- 4. Use cold water when running your disposal. Insert soft foods only. If your disposal does not work, try pushing the reset button on the bottom of it.
- Remove excess food from dishes prior to using dishwasher. The disposal should be emptied before the dishwasher begins its cycle.
- 6. Keep all drains free of hair and grease. POUR KITCHEN GREASE IN A CAN, NOT DOWN THE SINK.
- 7. Do not use aluminum foil or metal in the microwave.
- 8. Do not cover range top drip pans with aluminum foil.
- 9. Only toilet paper should be flushed down your commode; paper towels, tissue, hygiene articles, etc. should be thrown in the garbage.
- 10. Use shower curtain when taking a shower. Water on your bath floor could damage flooring, or flood the downstairs home. Suction cup bathmats are not permitted to be used in bathtubs or showers as they may pull off or damage the surround sealants.
- 11. Should your toilet overflow, turn off the valve immediately. This is the small faucet handle located on the wall near the base of the toilet. Call management immediately.
- 12. Utilize only those telephone outlets already available in your home.
- 13. Do not use candles or kerosene lamps for light. Only battery powered lighting may be used for lighting if electricity is interrupted or terminated.
- 14. General preventive pest extermination is available at cost. Please contact the management office to schedule an appointment. Resident(s) will be responsible for cleanup of infestations of bed bugs, fleas and rodents.
- 15. Resident may be charged for damages associated with above items.

Laundry Rooms. If your property provides laundry rooms, the rooms will be operated by a commercial company. A repair number is posted in the laundry facility and may be called for repair service and refunds. Please help keep the laundry room clean.

Obstructions & Trash. Keep all sidewalks, entrances, passageways and stairways around the property free from obstructions. Keep trash in its proper place. Trash receptacles are located on the community grounds. A minimum charge of \$5 and up to \$50 will be levied for anyone placing trash in any area not designated for refuse disposal.

Patios & Balconies. Please keep patios/balconies clean. Patios/ balconies are to be used for patio furniture and plants.

Patios/balconies are not to be used for storage. Garbage bags, garbage receptacles, bicycles, toys, clotheslines or clothes hanging over balcony rails, and similar items are unsightly as well fire hazards. Resident agrees to comply with the local fire codes in relation to the use of barbecues. Charcoal or wood burning gas or propane heating devices (including grills and barbecues) are prohibited for use inside the apartment, on balconies and decks, or interior/exterior common areas. Any person violating this code or failing to comply with it is subject to a fine and may be in default of their lease.

Vehicles & Parking. All vehicles must be registered with the management office and display a parking sticker or permit attached to the driver side of the front windshield. When you move out, you agree to return the permit(s) issued.

Please do not wash or repair vehicles on the premises, unless it is in an area designated as such by the management office. If boat parking is available, please use the designated areas only. Please observe the posted speed limits. No trailer, motor home, unauthorized boats, campers or large trucks are allowed on parking facilities.

Permits issued:

1. Permit no. Vehicle license plate/state: Make/Model/Color:

2. Permit no. Vehicle license plate/state: Make/Model/Color:

Transmitters issued:

1. I.D. no.

2. I.D. no.

Apartment Keys. During normal business hours, the management office will allow residents entry into their home upon verifying photo identification against the lease file. The property does not respond to after-hours lockout unless the key breaks off inside the lock or the key does not work. Otherwise, a local locksmith will need to be notified. Management must have a key to your apartment. Additional locks may be added to your door ONLY with the permission of the resident manager, and must be installed by the management maintenance staff. A lock change will be provided at cost and will be completed after payment is received. **Owner may provide after-hour lockout service at \$200.00 per occurrence.**

Animals. Animals are not permitted on the premises unless approved by management in writing by separate agreement. Upon acquiring an animal, Resident must sign an animal addendum; a photo of the animal must be on file, an animal deposit and/or applicable animal fees paid. Service animals are not subject to an animal deposit or applicable animal fees. Visiting pets with a visit exceeding 1 week duration must obtain management approval in writing.

Assignment and Subletting. Resident shall not assign or sublet all or any portion of this Lease or Resident's right to occupy the Unit to anyone.

Moving. All moving vans, trucks and other activity related to moving into or out of your home at this community begins no earlier than 8am and ceases by 9pm daily. Complete the move-in/ move-out inspection form with an associate regarding the condition of your home before you move in. Make certain you receive a copy to keep for your records.

No Loitering. Residents, occupants and guests are not permitted to loiter in the parking areas.

Guest & Gatherings. As a resident, you are responsible for your guest(s) behavior. Keep gatherings in the common areas, clubroom, barbecue/picnic area, or inside your apartment home. The consumption of alcoholic beverages is restricted to the confines of your living areas. People not accompanied by a resident will be asked to leave the property.

Zero Tolerance. Any arrestable offense will not be tolerated. Fighting of any kind is an arrestable offense and will not be tolerated. Illegal drug use or the possession of illegal drugs will not be tolerated. Guests staying more than 3 days in your home must be registered in the management office. Disposing of trash anywhere other than designated areas will not be tolerated.

Inappropriate behavior including but not limited to fighting, playing on fencing, graffiti, destruction of property, or other use

A fee will be charged for each permit not returned upon move out.

of community property for other than designed use will not be tolerated. Open containers of alcohol are illegal.

Noise. Respect the privacy of your neighbors with regard to televisions, radios, and stereos. Gatherings must not become loud, boisterous, rude or generally disturbing to other residents. Residents playing loud music in their apartments, the common area or cars will be in violation of their lease and may be issued a citation for disturbing the peace.

Lease Contract. The lease contract is and will be subject and subordinate to the lien and provisions of any mortgages or deeds of trust now or hereafter placed against the property or against our interest or estate in the property, and any renewals, modifications, consolidations and extensions of such mortgages of you to effect subordination. If any mortgagee elects to have this lease prior to the lien of such mortgagee's mortgage or deed of trust, and given such notice of such election to you, this lease will be deemed prior to the lien of such mortgage or deed of trust, whether this lease is dated prior or subsequent to the date of such mortgage or deed of trust, or the recording thereof. You will execute and deliver upon request from us, such further instruments evidencing the subordination of this lease to any mortgage or deed of trust. In the event of foreclosure or the exercise of the power of sale under any mortgage or deed of trust against the property, you will, upon request of any person or party succeeding to our interest as a result of such proceedings, attorn to such successor in interest as landlord under this lease; provided, however, in no event shall you have the right to terminate this lease in the event of foreclosure by any lien holder of the property.

Waiver. A failure by the owner to insist upon strict performance of any of the policies contained herein shall not be deemed to be a waiver of any of the rights or remedies the owner may have, and shall not be deemed a waiver of any subsequent breach or default in the terms of these policies. Acceptance of rent by owner is not a waiver of the enforcement of a prior breach.

Interpretation of Policies. The owner's interpretation of these rules and regulations, and the owner's decision based on them, shall be final and conclusive. All policies will be strictly enforced. Anyone violating these policies will be asked to move.

Modifications of Policies. The owner may, from time to time, amend or change any of the community policies applicable to the standard of conduct to be exercised in the community by giving written notice to the resident pursuant to the terms and conditions set forth in the lease governing such notices.

10.3 ACKNOWLEDGEMENT, CONFIRMATION AND RELEASE

In consideration of the execution of the Lease to which this Addendum is attached, the undersigned Resident(s) hereby acknowledge and confirm the following:

1. The owner is not responsible for my personal safety or that of my belongings. Owner has not stated or implied to me in any way that my security or safety or that of my property or guests will be provided, promised, or guaranteed. I understand that security is the responsibility of myself and the local law enforcement agency.

2. If this community has access gates or other entry restricting devices, or if my apartment has an intrusion alarm, and with respect to the smoke alarm(s) located in the apartment, I ACKNOWLEDGE THAT THE OWNER IS NOT RESPONSIBLE FOR AND I HEREBY RELEASE OWNER AND ITS MANAGER FROM LIABILITY FOR DAMAGE, COSTS, LOSS OF PERSONAL PROPERTY, OR INJURY TO PERSONS AS A RESULT, OR ARISING

OUT OF OR INCIDENTAL TO THE INSTALLATION, OPERATION, NON-OPERATION, REPAIR OR REPLACEMENT OF NOT CAUSED BY THE NEGLIGENT ACT OR OMISSION OF THE OWNER OF THIS PROPERTY OR ITS MANAGER.

3. I understand that providing insurance on my personal property is my responsibility. Owner has not stated or implied to me that it will provide insurance or any coverage for any loss.

4. If the manager accepts mail or small deliveries on my behalf, I release owner and manager from liability for the acceptance or storage of such mail and deliveries.

5. I AGREE TO ASSUME FULL AND COMPLETE RESPONSIBILITY FOR ALL RISKS AND HAZARDS ATTRIBUTABLE TO, CONNECTED WITH OR IN ANY WAY RELATED TO ANY CONSTRUCTION NOW OR HEREAFTER OCCURRING ON THE PROPERTY.

Special Provisions:

By signing below, you acknowledge and agree to the terms in Section 10.

City of Everett

02/24/2025

Date Signed

l essee

1500 Westlake Ave N • Suite 212 • Seattle, WA 98109 (206) 737-8171

11

Insurance Addendum & Credit Reporting

11.1 ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated 09/01/2024, and is between the Owner of 600 Ninth ("Owner") and City of Everett, (collectively and individually "Residents"), for the premises at 600 9th Ave - 401

Seattle, WA 98104

(the "Leased Premises"), which is located within 600 Ninth (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

11.2 INSURANCE ADDENDUM

This Addendum is attached to and becomes a part of the Residential Lease Agreement. For the duration of the Lease, Lessee is required to maintain and provide the following minimum required insurance coverage:

• \$100,000 Limit of Liability for Lessee's legal liability for damage to Lessor's property for no less than the following causes of loss: fire, smoke, explosion, backup or overflow of sewer, drain or sump, and water damage ("Required Insurance").

Lessee is required to furnish Lessor with evidence of Required Insurance prior to occupancy of leased premises and at the time of each lease renewal period. If at any time Lessee does not have Required Insurance, Lessee is in breach of the Lease and Lessor shall have, in addition to any other rights under the Lease, the right but not the obligation to purchase Required Insurance coverage protecting the sole interest of the Lessor and seek contractual reimbursement from the Lessee for all costs and expenses associated with such purchase. This may be referred to as "force placed insurance".

Lessee may obtain Required Insurance or broader coverage from an insurance agent or insurance company of Lessee's choice. If Lessee furnishes evidence of such insurance and maintains the insurance for the duration of the Lease, then nothing more is required. If Lessee does not maintain Required Insurance, the insurance requirement of this Lease may be satisfied by Lessor, who may purchase such coverage through the Lessor's Legal Liability Insurance Policy ("LLIP"). The coverage provided under the LLIP will provide the Required Insurance coverage listed above. An amount equal to the total cost to the Lessor for the LLIP coverage shall be charged to Lessee by the Lessor as a recoverable expense under the Lease. Some important points of this coverage, which Lessee should understand are:

- Lease. Lessor is the Insured under the LLIP. This is single interest forced placed insurance. Lessee is not an Insured, Additional Insured or beneficiary under the LLIP. All loss payments are made to the Lessor.
- 2. LLIP coverage is NOT personal liability insurance or renters insurance. LLIP does not cover the Lessee's personal property (contents), additional living expenses or liability arising out of bodily injury or property damage to any third party. If Lessee requires any of these coverages, then Lessee should contact an insurance agent or insurance company of Lessee's choice to obtain personal liability insurance or renters insurance to protect Lessee's interests.
- 3. Coverage under the LLIP may be more expensive than the cost of Required Insurance obtainable by Lessee elsewhere. At any time, Lessee may contact an insurance agent or insurance company of their choice for insurance options to satisfy the Required Insurance under this Lease.
- 4. If Lessee has purchased Renters Insurance and at any time allows such Renters Insurance to lapse in breach of the Lease Agreement, Lessor may purchase Lessor Insurance without notice and add the total cost associated therewith to Lessee's monthly rent payment.
- 5. Licensed insurance agents may receive a commission on the LLIP.
- 6. The total cost to the Lessee for the Lessor obtaining LLIP shall be (\$10.50) per month, subject to no proration. This is an amount equal to the actual premium charge to the Lessor including any premium taxes and fees due to state governing bodies. Additionally, an Administration Fee in the amount of four dollars and fifty cent (\$4.50) to be retained by the Lessor for processing and handling will be charged.
- 7. In the event that loss or damage to Lessor's property exceeds the amount of Required Insurance, Lessee shall remain contractually liable to Lessor for such amount. In the event of liability to any other party for bodily injury or property damage, Lessee shall remain liable to such other party.
- 8. It shall be the Lessee's duty to notify Lessor of any subsequent purchase of Renters Insurance.

As used in this Addendum: "Lease" may be interchangeable with "Lease Agreement"; "Lessee" may be interchangeable with "Resident" or "Tenant", and "Lessor" may be interchangeable with "Landlord" or "Owner".

Scheduling of the premises under the LLIP is not mandatory and Lessee may purchase Required Insurance from an insurance agent or insurance company of Lessee's choice at any time and coverage under the LLIP will be terminated by the Lessor.

City of Everett

11.3 CREDIT REPORTING -CREDHUB

Rent obligation is one of the largest and important monthly expense for tenants. We subscribe to CredHub and will report resident payment history on a monthly basis.

1. LLIP is designed to fulfill the insurance requirement of the

The Landlord agrees to furnish CredHub with Residents payment history on a monthly basis who will then report the same to TransUnion and Equifax (hereinafter "Credit Bureaus"). The Landlord is responsible for the accuracy of said payment history. CredHub is under no duty or obligation to investigate the accuracy of the reported information provided by The Landlord but may rely upon the information when conveying such information to the Credit Bureaus. The Landlord will work with CredHub to comply with all federal and state regulations or rules now in effect or that may become effective after the date of this acknowledgement to protect the Resident(s) including the requirements of the Fair Credit Reporting Act, 15 U.S.C. § 1681, et seq., and any and all other applicable laws and regulations. CredHub agrees that it will use all reasonable efforts to accurately process and incorporate the reported Information into the "Rental 1" and "Metro 2" format to supply to the Credit Bureaus. CredHub will have complete discretion as to when and what data provided by Manager is included and maintained in the "Rental1" and "Metro 2" format. The cost for such reporting is eight dollars (\$8.00) per month and is your responsibility to pay monthly.

By signing below, you acknowledge and agree to the terms in Section 11.

X

02/24/2025

City of Everett

Date Signed

Lessee

IDE

12

Addendum Prohibiting Short-Term Subletting or Rental

12.1 ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated 09/01/2024, and is between the Owner of 600 Ninth ("Owner") and City of Everett, (collectively and individually "Residents"), for the premises at

600 9th Ave - 401 Seattle, WA 98104

(the "Leased Premises"), which is located within 600 Ninth (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

12.2 SHORT TERM SUBLEASE OR RENTING PROHIBITED

Without limiting the prohibition in the Lease on subletting, assignment, and licensing, and without limiting any of our rights or remedies, this Addendum to the Lease further supplements and defines the requirements and prohibitions contained in the Lease Contract between you and us. You are hereby strictly prohibited from subletting, and licensing, or renting to any third party, or allowing occupancy by any third party, of all or any portion of the dwelling, whether for an overnight use or duration of any length, without our prior written consent in each instance. This prohibition applies to overnight stays or any other stays arranged on Airbnb.com or other similar internet sites.

12.3 PROHIBITION ON LISTING OR ADVERTISING DWELLING ON OVERNIGHT SUBLETTING OR RENTING WEBSITES

You agree not to list or advertise the dwelling as being available for short term subletting or rental or occupancy by others on Airbnb.com or similar internet websites. You agree that listing or advertising the dwelling on Airbnb.com or similar internet websites shall be a violation of this Addendum and a breach of your Lease Contract.

12.4 VIOLATION OF LEASE AGREEMENT

Your Lease Contract allows for use of your dwelling as a private residence only

and strictly prohibits conducting any kind of business in, from, or involving your dwelling unless expressly permitted by law. Separately, your Lease Contract prohibits subletting or occupancy by others of the dwelling for any period of time

without our prior written consent. Permitting your dwelling to be

used for any subletting or rental or occupancy by others (including, without limitation, for a short term), regardless of the value of consideration received or if no consideration is received, is a violation and breach of this Addendum and your Lease Contract.

12.5 REMEDY FOR VIOLATION

Any violation of this Addendum constitutes a material violation of the Lease Contract, and as such we may exercise any default remedies permitted in the Lease Contract, including termination of your tenancy, in accordance with local law. This clause shall not be interpreted to restrict our rights to terminate your tenancy for any lawful reason, or by any lawful method.

12.6 RESIDENT LIABILITY

You are responsible for and shall be held liable for any and all losses, damages, and/or fines that we incur as a result of your violations of the terms of this Addendum or the Lease Contract. Further, you agree you are responsible for and shall be held liable for any and all actions of any person(s) who occupy your dwelling in violation of the terms of this Addendum or the Lease Contract, including, but not limited to, property damage, disturbance of other residents, and violence or attempted violence to another person. In accordance with applicable law, without limiting your liability you agree we shall have the right to collect against any renter's or liability insurance policy maintained by you for any losses or damages that we incur as the result of any violation of the terms of this Addendum.

12.7 SEVERABILITY

If any provision of this Addendum or the Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum or the Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Addendum while preserving the intent of the parties.

By signing below, you acknowledge and agree to the terms in Section 12.

XCS	
Lessee	

City of Everett

02/24/2025

1500 Westlake Ave N • Suite 212 • Seattle, WA 98109 (206) 737-8171

13

Standard Cleaning and Repair Charges Addendum

13.1 ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated 09/01/2024, and is between the Owner of 600 Ninth ("Owner") and City of Everett, (collectively and individually "Residents"), for the premises at

600 9th Ave - 401 Seattle, WA 98104

(the "Leased Premises"), which is located within 600 Ninth (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

13.2 RESIDENT INFORMATION

The following information is provided to assist you in your moveout and assist in assessing any charges that may be applicable. A full inspection of the apartment will be made only after you have moved out. If the apartment is in need of cleaning or repair, the following estimated charges will be used as a guide to assess amounts to be deducted from your Security Deposit and charged to you, if the amount assessed exceeds your security deposit. Please note that this is not a complete list of all possible estimated charges that you may incur when your apartment is inspected. Painting needed after a resident(s) moves out will be charged in full against the deposit amount; scuffs, chips, scratches do not constitute normal 'wear and tear'. Please also note that these charges are estimates only to give you an idea of the charges you may incur for particular items. You may be charged more than the maximum, depending upon the costs or charges we incur. Handyman work will be charged at \$82 per hour. Please leave a forwarding address on file with the office.

13.3 KITCHEN CLEANING

Oven - \$50.00			315.00
Drip Pans \$5.00 - \$20.00			•
Stove Hood	and	Vent-a \$10.00 - \$15.00	-
Refrigerator/ Freezer		\$10.00 - \$50.00	0
Dishwasher/ Microwave		\$10.00	-

GUIDE

\$25.00

Cabinets	and
Countertops	\$10.00 - \$20.00
_	\$15.00

13.4 BATHROOM CLEANING

Toilet - \$20.00	\$10.00
Tub/ Shower - \$60.00	\$10.00
Sinks/Counters/ Mirrors	\$10.00 - \$20.00

13.5 MISCELLANEOUS

Blinds Patio)			\$75.00 To	(Windows/ Estimate
Carpet Repai & installation		Based o	on actual cost in	cluding labor
Tile Cleaning	Floor	Repair \$15.	or 00 To Estimate	Waxing/
Sheetrock Repairs Estimate			\$1	.0.00 To
Window Window		Clear	iing \$10.00 each	-
Window Doors	Cleanii	ng – \$15.00 ea	Sliding	Glass
Graffiti Removal letter				\$25.00 per
Carpet vendor	Cleani	ng/Stain \$100.00 To E	Removal stimate	per
Standard Removal			\$20.00	Trash per bag
Chimney Cleaning Estimate			\$1	50.00 To

13.6 REMOVING PROPERTY

Cost of removing property (such as furniture pieces), including storage spaces 30.00 - 150.00 each piece / or bill back if junk removal vendor is used

13.7 REPLACEMENT CHARGES

If any items are missing/damaged to the point that they must be replaced when you move out, you will be charged for the cost of the item in addition to possible labor services. The following list represents, but is not limited to, various replacement charges. You may be charged more than the maximum, depending upon the cost or charges we incur.

Window Glass\$225 - \$500
Patio Door GlassEstimate
Window Screens\$30.00
Patio Screens
Keys Not Returned\$25.00 - 100.00
New Lock if Keys Not Returned\$75.00 - 150.00
Ice Maker Tray\$10.00
Refrigerator Shelves/ Racks\$35.00 - \$60.00
Disposal Damage\$150.00
Blinds Replaced\$75.00 - 150.00
Interior Door/Door Jam\$45.00 - \$75.00
Fire Extinguisher\$25.00
Mirrors
Light Fixtures (if original is not available in apartment)\$15.00 - \$100.00
Light Bulbs\$5.00-\$15.00
Parking Tag\$20.00 each
Countertop Repairs\$50.00 - \$200.00
Drip Pan \$28.00

Broiler Pans \$50.00	
Smoke Detectors	or CO \$10.00 each
Smoke Detector or CO per detector	Batteries\$6.00
Gate Cards	\$10.00
Gate Fobs	Remotes/Key \$75.00 each
Wall Damage/Sheet Ro and cost of repair	ck RepairBased on labor

Blinds, windows, vinyl, appliance & door replacements will be based on actual cost including labor and installation.

Carpet and painting Wear & Tear is taken into consideration based upon the following ratio:

A five(5) year useful life of painting and carpet will be assessed while replacement of carpet and touch up painting is charged against security deposit. This will be calculated as follows:

5 years: No cost to Tenant

4 years: 20% cost to Tenant

3 years: 40% cost to Tenant

2 years: 60% cost to Tenant

1 year: 80% cost to Tenant

I have reviewed the Charge Rates and understand the potential costs associated with the turnover of my apartment if cleaning, repairs or replacements are necessary at the time of move-out. The above price list will be used in determining the standard costs to bring the apartment back to its original condition, with exception of wear and tear.

By signing below, you acknowledge and agree to the terms in Section 13.

Lessee

City of Everett

02/24/2025

1500 Westlake Ave N • Suite 212 • Seattle, WA 98109 (206) 737-8171

14

Sustainable Living Addendum

14.1 ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated 09/01/2024, and is between the Owner of 600 Ninth ("Owner") and City of Everett, (collectively and individually "Residents"), for the premises at

600 9th Ave - 401 Seattle, WA 98104

(the "Leased Premises"), which is located within 600 Ninth (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

14.2 PURPOSE OF ADDENDUM

This Addendum will provide requirements and guidelines that are beneficial to improve the quality of the Community's social, environmental, and economic impact for all. All Residents are required to sign this Addendum.

14.3 ENERGY EFFICIENCY

The following are guidelines recommended to reduce overall energy consumption and reduce electricity/gas expenses.

Thermostat Settings. During the winter months, Energy.gov (https://www.energy.gov/)recommends setting your thermostat to 68°F while you are awake and setting it lower while you are asleep or away from home. Considerations should be made for extremely cold temperatures as to avoid freezing pipes.

During the summer months, with central air conditioning, Energy.gov recommends setting the thermostat to 78°F while you are occupying the apartment and need cooling and setting the thermostat higher while you are away. Energy.gov recommends that you set your thermostat at as high a temperature as comfortably possible and ensure humidity control if needed.

Please note that the thermostat settings listed above are only recommended guidelines and that the appropriate thermostat setting will depend upon weather conditions and the size and layout of your unit.

Lighting and Light Bulbs. Use natural light when possible. Consider replacing standard incandescent light bulbs with energysaving compact fluorescent light bulbs (CFLs) or light-emitting diodes (LEDs).

Appliances. We strongly encourage the use of appliances that have the ENERGY STAR label or other energy-efficient labeling.

Conserve Electricity. Consider unplugging chargers for power tools, mobile phones, laptops, televisions, and other electronic devices when not in use, or when you plan to be away from the apartment for an extended period of time.

14.4 WATER EFFICIENCY – REQUIREMENTS AND SUGGESTIONS

The following requirements and suggestions will help reduce overall water consumption at the Community.

Requirements.

- Residents are required to report leaks to owner immediately to prevent damage, conserve water, and manage water/sewer costs.
- The apartment may come equipped with water saving fixtures and appliances, including, but not limited to, showerheads, toilets, faucets, dishwashers, and washing machines. Residents are required to receive written approval from us prior to replacing or altering any of these fixtures/appliances.

Suggestions.

- Every drop counts! Turn off water when shaving, washing hands, and brushing your teeth.
- When doing laundry, also consider only washing full loads. When washing small loads, be sure to use the appropriate water level setting.

14.5 WASTE AND RECYCLING – REQUIREMENTS ANDSUGGESTIONS

The following requirements and suggestions will help reduce overall waste consumption and reduce waste expenses.

Requirements.

- All Residents are required to dispose of waste and recyclables in the appropriate containers in accordance with the Owner's Rules and Regulations, in addition to any applicable local ordinances.
- Per common practice, the following materials are generally not recyclable: Styrofoam, window glass and mirrors, electronic waste (TVs and computers), motor oil containers, yard waste, chemicals, cleaning products or solutions, chemical containers, shredded paper, plastic bags, ceramics or dishes, food waste, scrap metal, monitors.

Suggestions.

- For materials that are not recyclable, we recommend finding ways to reduce and reuse those items. Visit https://www.plasticfilmrecycling.org for additional information.
- We encourage you to contact your local Waste Industries branch or recycling center to find a list of accepted materials for your recycling center.

14.6 INDOOR ENVIRONMENT AND WELLNESS

The following are guidelines which promote the quality of the

indoor environment and wellness:

This Community is a smoke-free environment. If the Community is a smoke-free environment, then no smoking or vaping is allowed anywhere in the Community, at any time. Smoking refers to any use or possession of a cigar, cigarette, e-cigarette, hookah, vaporizer, or pipe containing tobacco or a tobacco product while that tobacco or tobacco product is burning, lighted, vaporized, or ignited, regardless of whether the person using or possessing the product is inhaling or exhaling the smoke from such product. The term tobacco includes, but is not limited to any form, compound, or synthesis of the plant of the genus Nicotiana or the species N. tabacum which is cultivated for its leaves to be used in cigarettes, cigars, e-cigarettes, hookahs, vaporizers, or pipes. Smoking also refers to use or possession of burning, lighted, vaporized, or ignited non-tobacco products if they are noxious, offensive, unsafe, unhealthy, or irritating to other persons. Please refer to the No-Smoking Addendum for further information.

14.7 SEVERABILITY

If any provision of this Addendum to the Lease Contract is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this Addendum to the Lease Contract. The court shall interpret the lease and provisions herein in a manner such as to uphold the valid portions of this Addendum to the Lease Contract while preserving the intent of the parties.

By signing below, you acknowledge and agree to the terms in Section 14.

XC Lessee

City of Everett

02/24/2025

1500 Westlake Ave N • Suite 212 • Seattle, WA 98109 (206) 737-8171

15

Animal Addendum

15.1 ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated 09/01/2024, and is between the Owner of 600 Ninth ("Owner") and City of Everett, (collectively and individually "Residents"), for the premises at

600 9th Ave - 401 Seattle, WA 98104

(the "Leased Premises"), which is located within 600 Ninth (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

15.2 CONDITIONAL AUTHORIZATION FOR ANIMAL

You may keep the animal that is described below in the dwelling until the Lease Contract expires. But we may terminate this authorization sooner if your right of occupancy is lawfully terminated or if in our judgment you and your animal, your guests, or any occupant violate any of the rules in this Addendum.

15.3 ANIMAL DAMAGE DEPOSIT

An animal damage deposit of \$200 will be charged per animal. This deposit is not a general security deposit and is limited in use to damages caused by any animal(s), and is subject to forfeiture. If the animal(s) become an assistive animal(s) during your tenancy, this deposit will not be held for the duration of the tenancy.

15.4 ADDITIONAL MONTHLY RENT

Your total monthly rent (as stated in the Lease Contract) will be increased by

\$50 per animal. The monthly rent amount in the Rent and Charges paragraph of the Lease Contract does not include this additional animal rent.

15.5 LIABILITY NOT LIMITED

The additional monthly rent and additional security deposit under this Animal Addendum do not limit residents' liability for property damages, cleaning,

deodorization, defleaing, replacements, or personal injuries.

15.6 DESCRIPTION OF ANIMALS

You may keep only the animal(s) described below. You may not substitute any other animal(s). Neither you nor your guests or

occupants may bring any other animal(s)—mammal, reptile, bird, amphibian, fish, rodent, arachnid, or insect—into the dwelling or apartment community.

15.7 ANIMAL RULES

You are responsible for the animal's actions at all times. You agree to abide by these rules:

- The animal must not disturb the neighbors or other residents, regardless of whether the animal is inside or outside the dwelling.
- Dogs, cats, and service animals must be housebroken. All other animals must be caged at all times. No animal offspring are allowed.
- The animal may urinate or defecate inside with litter box and immediate disposal
- The animal may urinate or defecate outside only in designated areas
- Animals may not be tied to any fixed object anywhere outside the dwelling units, except in fenced yards (if any) for your exclusive use.
- You must not let an animal other than service animals into swimming-pool areas, laundry rooms, offices, clubrooms, other recreational facilities, or other dwelling units.
- Your animal must be fed and watered inside the dwelling unit. Don't leave animal food or water outside the dwelling unit at any time, except in fenced yards (if any) for your exclusive use.
- You must keep the animal on a leash and under your supervision when outside the dwelling or any private fenced area. We or our representative may pick up unleashed animals and/or report them to the proper authorities. We may impose reasonable charges for picking up and/or keeping unleashed animals.
- Unless we have designated a particular area in your dwelling unit or on the grounds for animal defecation and urination, you are prohibited from letting an animal defecate or urinate anywhere on our property. You must take the animal off our property for that purpose. If we allow animal defecation inside the dwelling unit in this Addendum, you must ensure that it's done in a litter box with a kitty litter-type mix. If the animal defecates anywhere on our property (including in a fenced yard for your exclusive use), you'll be responsible for immediately removing the waste and repairing any damage. Despite anything this Addendum says, you must comply with all local ordinances regarding animal defecation.

15.8 COMPLAINTS ABOUT ANIMAL

You must immediately and permanently remove the animal from the premises if we receive a reasonable complaint from a neighbor or other resident or if we, in our sole discretion, determine that the animal has disturbed neighbors or other residents.

15.9 OUR REMOVAL OF AN ANIMAL

In some circumstances, we may enter the dwelling unit and remove the animal with one day's notice left in a conspicuous place. We can do this if, in our sole judgment, you have:

- abandoned the animal;
- left the animal in the dwelling unit for an extended period of time without food or water; or
- failed to care for a sick animal.
- violated our animal rules; or
- let the animal defecate or urinate where it's not supposed to.

In doing this, we must follow the procedures of the Lease Contract, and we may kennel the animal or contact a humane society or local authority for pick up. We'll return the animal to you upon request if we haven't already turned it over to a humane society or local authority. We don't have a lien on the animal for any purpose, but you must pay for reasonable care and kenneling charges for the animal. If you don't pick up the animal within 5 days after we remove it, it will be considered abandoned.

15.10 LIABILITY FOR DAMAGES, INJURIES, CLEANING, ETC.

You and all co-residents will be jointly and severally liable for the entire amount of all damages caused by the animal, including all cleaning, defleaing, and deodorizing. This provision applies to all parts of the dwelling unit, including carpets, doors, walls, drapes, wallpaper, windows, screens, furniture, appliances, as well as landscaping and other outside improvements. If items cannot be satisfactorily cleaned or repaired, you must pay for us to replace them completely. Payment for damages, repairs, cleaning, replacements, etc. are due immediately upon demand. As owner of the animal, you're strictly liable for the entire amount of any injury that the animal causes to a person or anyone's property. You'll indemnify us for all costs of litigation and attorney's fees resulting from any such damage.

15.11 MOVE-OUT

When you move out, you'll pay for defleaing, deodorizing, and shampooing to protect future residents from possible health hazards, regardless of how long the animal was there. We—not you—will arrange for these services.

15.12 JOINT AND SEVERAL RESPONSIBILITY

Each resident who signed the Lease Contract must sign this Animal Addendum. You, your guests, and any occupants must follow all animal rules. Each resident is jointly and severally liable for damages and all other obligations set forth in this Animal Addendum, even if the resident does not own the animal.

15.13 GENERAL

You acknowledge that no other oral or written agreement exists regarding animals. Our representative has no authority to modify this Animal Addendum or the animal rules except in writing. This Animal Addendum and the animal rules are considered part of the Lease Contract described above. It has been executed in multiple originals, one for you and one or more for us. By signing below, you acknowledge and agree to the terms in Section 15.

City of Everett Lessee

02/24/2025

1500 Westlake Ave N • Suite 212 • Seattle, WA 98109 (206) 737-8171

16

Confirmation of Landlord-Tenant Packet

16.1 RECEIVING SEATTLE LANDLORD-TENANT LAW

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated 09/01/2024, and is between the Owner of 600 Ninth ("Owner") and City of Everett, (collectively and individually "Residents"), for the premises at

600 9th Ave - 401 Seattle, WA 98104

(the "Leased Premises"), which is located within 600 Ninth (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

16.2 RECEIPT OF SEATTLE LANDLORD-TENANT LAW PACKET

In signing below resident(s) acknowledge they have received a copy of the Seattle Landlord-Tenant Law packet.

By signing below, you acknowledge and agree to the terms in Section 16.

Lessee

City of Everett

02/24/2025

Date Signed

1500 Westlake Ave N • Suite 212 • Seattle, WA 98109 (206) 737-8171

17 FIRE & LIFE EQUIPMENT

17.1 ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated 09/01/2024, and is between the Owner of 600 Ninth ("Owner") and City of Everett, (collectively and individually "Residents"), for the premises at

600 9th Ave - 401 Seattle, WA 98104

(the "Leased Premises"), which is located within 600 Ninth (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

17.2 FIRE SAFETY & PROTECTION INFORMATION

- 1. The dwelling <u>is equipped</u> with smoke detection devices as required by RCW 43.44.110. These smoke detection devices are battery operated. The devices have been inspected and are properly operating at the commencement of the tenancy. It is the resident's responsibility to maintain the devices in proper operating condition including replacement of batteries, if necessary. A fine can be imposed for failure to comply with the provisions of RCW 43.44.110.
- 2. The dwelling complex <u>does not</u> have a fire sprinkler system.
- 3. The dwelling complex <u>does</u> have a fire alarm system.
- 4. The dwelling complex <u>does</u> have a smoking policy.
- The dwelling complex <u>does</u> have an emergency notification plan for residents. After hours emergency phone line (800) 815 – 9670

By signing below, you acknowledge and agree to the terms in Section 17.

Lessee

City of Everett

02/24/2025

Date Signed

1500 Westlake Ave N • Suite 212 • Seattle, WA 98109 (206) 737-8171

18

Addendum for Enclosed Garage, Carport or Storage Unit.

18.1 ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated 09/01/2024, and is between the Owner of 600 Ninth ("Owner") and City of Everett, (collectively and individually "Residents"), for the premises at

600 9th Ave - 401 Seattle, WA 98104

(the "Leased Premises"), which is located within 600 Ninth (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

18.2 GARAGE, CARPORT, OR STORAGE UNIT

If assigned and exclusive for your use, garage, carport and(or) parking space number(s) will be as follows: 30;

If any, storage unit number(s) ;

The monthly rent in paragraph 6 of the Lease Contract covers both the dwelling and the checked area(s) above. All terms and conditions of the Lease Contract apply to the above areas unless modified by this addendum.

18.3 ADDITIONAL MONTHLY RENT

Your total monthly rent (as stated in the Lease Contract) will be increased by 150 if parking is needed. Your total monthly rent (as stated in the Lease Contract) will be increased by 10-100 if storage is needed. The monthly rent amount in Provision 6 of the Lease Contract does not include this additional rent.

18.4 USE RESTRICTIONS

Garage or carport may be used only for storage of operable motor vehicles unless otherwise stated in our rules or community policies. Storage units may be used only for storage of personal property. No one may sleep, cook, barbeque, or live in a garage, carport, or storage unit. Persons not listed as a resident or occupant in the Lease Contract may not use the areas covered by this addendum. No plants may be grown in such areas.

18.5 NO DANGEROUS ITEMS

Items that pose an environmental hazard or a risk to the safety or health of other residents, occupants, or neighbors in our sole judgment or that violate any government regulation may not be stored. Prohibited items include fuel (other than in a properly capped fuel tank of a vehicle or a closed briquette lighter fluid container), fireworks, rags, piles of paper, or other material that may create a fire or environmental hazard. We may remove from such areas, without prior notice, items that we believe might constitute a fire or environmental hazard. Because of carbon monoxide risks, you may not run the motor of a vehicle inside a garage unless the garage door is open to allow fumes to escape.

18.6 NO SMOKE, FIRE, OR CARBON MONOXIDE DETECTORS

No smoke, fire, or carbon monoxide detectors will be furnished by us unless required by law.

18.7 SECURITY

Always remember to lock any door of a garage or storage unit and any door between a garage and the dwelling. When leaving, be sure to lock all keyed deadbolt locks.

18.8 INSURANCE AND LOSS/DAMAGES TO YOU PROPERTY

You will maintain liability and comprehensive insurance coverage for any vehicle parked or stored. We are not responsible for pest control in such areas.

18.9 COMPLIANCE

We may periodically open and enter garages and storerooms to ensure compliance with this addendum. In the event we enter the garage or storerooms, we will comply with the notice provisions set forth in the Lease Contract.

18.10 NO LOCK CHANGES, ALTERATIONS, OR IMPROVEMENTS

Without our prior written consent, locks on doors of garages and storage units may not be rekeyed, added, or changed, and improvements, alterations, or electrical extensions or changes to the interior or exterior of such areas are not allowed. You may not place nails, screws, bolts, or hooks into walls, ceilings, floors, or doors. Any damage not caused by us or our representatives to areas covered by this addendum will be paid for by you.

18.11 MOVE-OUT AND REMEDIES

Any items remaining after you have vacated the dwelling will be removed, sold, or otherwise disposed of according to the Lease Contract, which addresses disposition or sale of property left in an abandoned or surrendered dwelling. All remedies in the Lease Contract apply to areas covered by this addendum.

18.12 LIABILITY DISCLAIMER FOR PARKING AND STORAGE AREAS

Tenants acknowledge and agree that management/ownership shall not be held responsible or liable for any lost, stolen, or damaged

39

items in vehicles parked within the designated parking areas or in storage units on the premises. Tenants are advised to take appropriate precautions and secure their belongings. The use of parking and storage facilities is at the sole risk of the tenant, and management/ownership shall not assume any liability for any incidents or occurrences within these areas.

By signing below, you acknowledge and agree to the terms in Section 18.

χ ζ

Lessee

City of Everett

02/24/2025

Date Signed

1500 Westlake Ave N • Suite 212 • Seattle, WA 98109 (206) 737-8171

19

Rent Pre-Payment Addendum

19.1 RESIDENT AGREES TO THE FOLLOWING

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated 09/01/2024, and is between the Owner of 600 Ninth ("Owner") and City of Everett, (collectively and individually "Residents"), for the premises at

600 9th Ave - 401 Seattle, WA 98104

(the "Leased Premises"), which is located within 600 Ninth (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

WHEREAS, Resident does not have a verifiable income or credit history; and

WHEREAS, Resident has significant assets and is willing to prepay rent to demonstrate financial responsibility;

NOW, THEREFORE, the parties hereby agree to the following terms and conditions:

- 1. Prepayment of Rent: Resident agrees to prepay 12 months of rent in advance of the lease start date. The total amount to be prepaid is \$29,760.00, which covers the first 12 months of the lease term.
- 2. Payment Method: The prepayment must be made in the form of a certified check, money order, or electronic funds transfer (EFT) to the Landlord's designated bank account. Resident will receive instructions regarding the payment process.
- 3. Application of Prepayment: The prepayment will be applied to the monthly rent payments starting from the lease start date and shall not be refundable or transferable to any other charges or obligations unless otherwise agreed in writing between the Landlord and Resident.
- 4. Lease Term: The lease term shall commence on 09/01/2024 and shall continue for the duration specified in the original lease agreement.
- 5. Late Rent Payments: Resident is still responsible for paying rent on time in accordance with the terms of the original lease agreement. Failure to make subsequent rent payments on time may result in eviction proceedings in accordance with state and local laws.
- 6. Entire Agreement: This Addendum constitutes the entire agreement between the parties with respect to the prepayment of rent and supersedes all prior discussions, negotiations, and agreements, whether oral or written.

Please sign below to acknowledge your understanding and acceptance of the terms and conditions outlined in this Lease Addendum. Upon both parties' signatures, this Addendum will become a binding part of the original lease agreement.

By signing below, you acknowledge and agree to the terms in Section 19.

Lessee

City of Everett

02/24/2025

Date Signed

1500 Westlake Ave N • Suite 212 • Seattle, WA 98109 (206) 737-8171

20 Utilities Addendum

20.1 UTILITY ADDENDUM

This Utility Addendum is incorporated into the Apartment Lease Contract (referred to in this addendum as "Lease Contract" or "Lease") dated 09/01/2024 Between 600 Ninth and City of Everett of Apt. 401 located at

600 9th Ave - 401 Seattle, WA 98104

and is in addition to all terms and conditions in the Lease. To the extent that the terms of this Utility Addendum conflict with those of the Lease, this Utility Addendum shall control.

1. Responsibility for payment of utilities, and the method of metering or otherwise measuring the cost of the utility, will be as indicated below. If utilities such as gas and electricity must be established by you, failure to do so will result in a \$50.00 fee each billing cycle of the utility after move in.

a) Water, Sewer, & Trash service to your apartment will be paid by you either:

O directly to the utility service provider; or

X Water, Sewer, & Trash will be billed by the service provider to us and then allocated to you based on a flat rate per month of \$120for the 1st occupant. A \$65 additional charge per month will be assessed for each additional occupant at the age of 10 or older.

O 3rd party billing company if applicable____

b) Gas service to the appliances of your apartment will be paid by you either:

X directly to the utility service provider; or

O Gas bills will be billed by the service provider to us and then allocated to you based on a flat rate per month

O 3rd party billing company if applicable____

c) Gas service to the hot water and heating of your apartment will be paid by you either:

O directly to the utility service provider; or

X Gas bills will be billed by the service provider to us and then allocated to you based on a flat rate per month

O 3rd party billing company if applicable_____

d) Electric service to your apartment will be paid by you either:

X directly to the utility service provider; or

O electricity bills will be billed by the service provider to us and then allocated to you based on a flat rate per month O 3rd party billing company if applicable_____

2. If an allocation formula above is used, we or our billing company will calculate your allocated share of the utility services in accordance with state and local laws. Furthermore, we will deduct an amount that is representative of the common area usage at your property which will not be allocated to residents. If allowed by state law, we at our sole discretion may change the above methods of determining your allocated share of the utility services, by written notice to you.

If a flat fee method for trash or other utility service is used, Resident and Owner agree that the charges indicated in this Agreement (as may be amended with written notice as specified above) represent a fair and reasonable amount for the service(s) provided and that the amount billed is not based on a monthly per unit cost.

3. When billed by us directly or through our billing company, you must pay utility bills within **10 days** of the date when the utility bill is issued at the place indicated on your bill, or the payment will be late. If a payment is late, you will be responsible for a late fee as indicated below. The late payment of a bill or failure to pay any utility bill is a material and substantial breach of the Lease and we will exercise all remedies available under the Lease, up to and including eviction for nonpayment. To the extent there is a billing fee for the production of any utility bill or a set-up or initiation fee by our billing company, you shall pay such fees as indicated below.

Billing Fee: \$0.00 (not to exceed \$0.00)

Set-up Fee: \$0.00 (not to exceed \$0.00)

If allowed by state law, we at our sole discretion may amend these fees, with written notice to you.

4. You will be charged for the full period of time that you were living in, occupying, or responsible for payment of rent or utility charges on the apartment. If you breach the Lease, you will be responsible for utility charges for the time period you were obliged to pay the charges under the Lease, subject to our mitigation of damages. In the event you fail to timely establish utility services, we may charge you for any utility service billed to us for your apartment and may charge a reasonable administration fee for billing for the utility service in the amount of **\$25.00**

5. When you move out, you will receive a final bill which may be estimated based on your prior utility usage. This bill must be paid at the time you move out or it will be deducted from the security deposit.

6. We are not liable for any losses or damages you incur as a result of outages, interruptions, or fluctuations in utility services provided to the apartment unless such loss or damage was the direct result of negligence by us or our employees. You release us from any and all such claims and waive any claims for offset or reduction of rent or diminished rental value of the apartment due to such outages, interruptions, or fluctuations.

7. You agree not to tamper with, adjust, or disconnect any utility sub-metering system or device. Violation of this provision is a material breach of your Lease and may subject you to eviction or other remedies available to us under your Lease and this Utility

Addendum.

8. Where lawful, all utilities, charges and fees of any kind under this lease shall be considered additional rent, and if partial payments are accepted by the Owner, they will be allocated first to non-rent charges and to rent last.

9. You represent that all occupants that will be residing in the Unit are accurately identified in the Lease. You agree to promptly notify Owner of any change in such number of occupants.

You agree that you may, upon thirty (30) days prior written notice from Owner to you, begin receiving a bill for additional utilities and services, at which time such additional utilities and services shall for all purposes be included in the term Utilities.

If any provision of this addendum or the Lease is invalid or unenforceable under applicable law, such provision shall be ineffective to the extent of such invalidity or unenforceability only without invalidating or otherwise affecting the remainder of this addendum or the Lease. Except as specifically stated herein, all other terms and conditions of the Lease shall remain unchanged. In the event of any conflict between the terms of this Addendum and the terms of the Lease, the terms of this Addendum shall control.

10. The following special provisions and any addenda or written rules furnished to you at or before signing will become a part of this Utility Addendum and will supersede any conflicting provisions of this printed Utility Addendum and/or the Apartment Lease Contract.

City of Everett

City of Everett

600 Ninth

By signing below, you acknowledge and agree to the terms in Section 20. $\,$

Lessee

City of Everett

02/24/2025

Date Signed





Protect Your Family From Lead in Your Home





United States Environmental Protection Agency



United States Consumer Product Safety Commission



United States Department of Housing and Urban Development

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- · What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or leadbased paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

• Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or stateapproved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

• Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

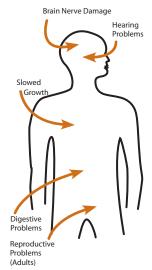
Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage

While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.



Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federallyowned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot (µg/ft²) and higher for floors, including carpeted floors
- 250 µg/ft² and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has leadbased paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - · Lab tests of paint samples
- A risk assessment tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:



- Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
- Sample dust near painted surfaces and sample bare soil in the yard
- · Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD** (5323) for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or stateapproved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

 In addition to day-to-day cleaning and good nutrition, you can temporarily reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover leadcontaminated soil. These actions are not permanent solutions and will need ongoing attention.



- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or statecertified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot $(\mu g/ft^2)$ for floors, including carpeted floors
- 250 µg/ft² for interior windows sills
- 400 μ g/ft² for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, The Lead-Safe Certified Guide to Renovate Right



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- Avoid renovation methods that generate large amounts of lead-contaminated dust. Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

 ^{*} Hearing- or speech-challenged individuals may access this number through TTY
 by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- Lead smelters or other industries that release lead into the air.
- Your job. If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old toys and furniture may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "greta" and "azarcon," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323).**

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to leadbased paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact U.S. EPA Region 1 5 Post Office Square, Suite 100, OES 05-4 Boston, MA 02109-3912 (888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact U.S. EPA Region 2 2890 Woodbridge Avenue Building 205, Mail Stop 225 Edison, NJ 08837-3679 (732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact U.S. EPA Region 3 1650 Arch Street Philadelphia, PA 19103 (215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact U.S. EPA Region 4 AFC Tower, 12th Floor, Air, Pesticides & Toxics 61 Forsyth Street, SW Atlanta, GA 30303 (404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact U.S. EPA Region 5 (DT-8J) 77 West Jackson Boulevard Chicago, IL 60604-3666 (312) 886-7836 **Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact U.S. EPA Region 6 1445 Ross Avenue, 12th Floor Dallas, TX 75202-2733 (214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact U.S. EPA Region 7 11201 Renner Blvd. WWPD/TOPE Lenexa, KS 66219 (800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact U.S. EPA Region 8 1595 Wynkoop St. Denver, CO 80202 (303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact U.S. EPA Region 9 (CMD-4-2) 75 Hawthorne Street San Francisco, CA 94105 (415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact U.S. EPA Region 10 Solid Waste & Toxics Unit (WCM-128) 1200 Sixth Avenue, Suite 900 Seattle, WA 98101 (206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC 4330 East West Highway Bethesda, MD 20814-4421 1-800-638-2772 cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236 Washington, DC 20410-3000 (202) 402-7698 hud.gov/offices/lead/

This document is in the public domain. It may be produced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

U. S. EPA Washington DC 20460 U. S. CPSC Bethesda MD 20814 U. S. HUD Washington DC 20410 EPA-747-K-12-001 June 2017

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards.
 Generally, lead-based paint that is in good condition is not a hazard (see page 10).



1500 Westlake Ave N • Suite 212 • Seattle, WA 98109 (206) 737-8171

Lead_Based_Paint_Pamphlet__1978_.pdf

X Lessee

City of Everett

02/24/2025

Date Signed



We believe in Fair Housing

- We gladly receive inquiries from all.
- We apply fair and equitable criteria when evaluating applicants.
- We enforce our rules equally and without discrimination.
- We set rents, deposits and fees without discrimination.
- We respond to repair requests and other tenant concerns equally.
- We provide reasonable accommodations for people with disabilities.

If you believe you have experienced discrimination:

In Seattle, it is illegal to discriminate in the rental or sale of housing because of:

Race National origin Disability Use of a service animal Sex Sexual orientation Gender identity Parental status Retaliation Aae Reliaion Marital status Use of a Section 8 certificate Alternative source of income Ancestry Color Creed Political ideology Military status or veteran

In Seattle, contact

Seattle Office for Civil Rights

810 Third Ave, Suite 750 Seattle, WA 98104-1627 Tel: 206-684-4500 TTY: 206-684-4503 <u>www.seattle.gov/civilrights</u>

Elsewhere, contact



U.S. Department of Housing & Urban Development

909 1st Avenue, Suite 200 Seattle, WA 98104-1000 Tel: 206-220-5101 or 1-800-877-0246 TTY: (206) 220-5254 <u>www.portal.hud.gov</u>

1500 Westlake Ave N • Suite 212 • Seattle, WA 98109 (206) 737-8171

22

Seattle_-_Fair_Housing_Brochure.pdf

X

City of Everett

Lessee 02/24/2025

Date Signed

Seattle Department of Construction & Inspections

Information for Tenants

TRANSLATIONS

For copies of this document in Amharic, Cambodian, Chinese, Korean, Laotian, Oromiffa, Russian, Somali, Spanish, Tagalog, Thai, Tigrinya and Vietnamese, visit SDCI's website at www.seattle.gov/dpd/rentinginseattle or call (206) 684-8467.

This summary of Washington state and City of Seattle landlord/tenant regulations must be provided to tenants by owners of residential rental property located in Seattle on at least an annual basis. Please note that City and State laws may not be identical on any particular topic; therefore, both sets of laws should be consulted. For legal advice, please consult an attorney.

December 2017

Seattle Landlord-Tenant Laws

OBLIGATIONS OF LANDLORDS

Building owners must provide safe, clean, secure living conditions, including:

- Keeping the premises fit for human habitation and keeping common areas reasonably clean and safe
- Controlling insects, rodents and other pests
- Maintaining roof, walls and foundation and keeping the unit weather tight
- Maintaining electrical, plumbing, heating and other equipment and appliances supplied by the owner
- Providing adequate containers for garbage and arranging for garbage pickup
- When responsible for providing heat in rental units, from September through June maintaining daytime (7:00 a.m.-10:30 p.m.) temperatures at 68°F or above and nighttime temperatures at not less than 58°F
- In non-transient accommodations, providing keys to unit and building entrance doors and, in most cases, changing the lock mechanism and keys upon a change of tenants
- Installing smoke detectors and instructing tenants in their maintenance and operation

Owners are not required to make cosmetic repairs after each tenancy, such as installing new carpets or applying a fresh coat of paint.

OBLIGATIONS OF TENANTS

Tenants must maintain rental housing in a safe, clean manner, including:

- Properly disposing of garbage
- Exercising care in use of electrical and plumbing fixtures
- Promptly repairing any damage caused by them or their guests
- Granting reasonable access for inspection, maintenance, repair and pest control
- Maintaining smoke detectors in good working order
- Refraining from storing dangerous materials on the premises

THE JUST CAUSE EVICTION ORDINANCE

This ordinance requires landlords to have good cause in order to terminate a month-to-month tenancy. It specifies the <u>only reasons</u> for which a tenant in Seattle may be required to move, and requires owners to state the reason, in writing, for ending a tenancy when giving a termination notice. A property owner cannot evict a tenant if the property is not registered with the City of Seattle. Unless otherwise noted, an owner must

Table of Contents

Seattle Landlord-Tenant Laws	
Obligations of landlords	1
Obligations of tenants	1
The Just Cause Eviction Ordinance	1
Actions considered to be harassment or retaliation	3
The Rental Agreement Regulation Ordinance	.4
Other City ordinances that affect tenants and landlords	7
Washington State Law	
Rights of All Tenants	8
Types of Rental Agreements	8
Illegal Discrimination	
Liability	9
Illegal Provisions in Rental Agreements	9
Privacy—Landlord's Access to the Rental	9
Deposits and Other Fees	9
Landlord's Responsibilities	9
Tenant's Responsibilities	10
Threatening Behavior by a Tenant or Landlord	10
Making Changes to Month-to-Month Agreement	10
Making Changes to Leases	10
How to Handle Repairs	11
Illegal Landlord Actions	11
Ending the Agreement	12
Return of Deposits	12
Evictions	13
Abandonment	13
Receipts	15
Copies of Documents	15
Voter Registration	15

Seattle Department of Construction and Inspections

give a termination notice at least 20 days before the start of the next rental period. Good causes include:

- 1. The tenant fails to pay rent within 3 days of receiving a notice to pay rent or vacate.
- 2. The owner has notified the tenant in writing of overdue rent at least 4 times in a 12-month period.
- 3. The tenant does not comply with a material term of a lease or rental agreement within 10 days of receiving a notice to comply or vacate.
- 4. The tenant does not comply with a material obligation under the *Washington State Residential Landlord-Tenant Act* within 10 days of a notice to comply or vacate.
- 5. The owner has notified a tenant in writing at least 3 times in a 12-month period to comply within 10 days with a material term of the lease or rental agreement.
- 6. The tenant seriously damages the rental unit (causes "waste"), causes a nuisance (including drug-related activity), or maintains an unlawful business and does not vacate the premises within three days of notice to do so.
- 7. The tenant engages in criminal activity in the building or on the premises, or in an area immediately adjacent to the building or premises. The alleged criminal activity must substantially affect the health or safety of other tenants or the owner; illegal drug-related activity is one crime specified by the ordinance. An owner who uses this reason must clearly state the facts supporting the allegation, and must send a copy of the termination of tenancy notice to the SDCI Property Owner Tenant Assistance (POTA) Unit.
- 8. The owner wishes to occupy the premises personally, or the owner's immediate family will occupy the unit, and no substantially equivalent unit is vacant and available in the same building, and gives the tenant written notice at least 90 days prior to the end of a rental period. Immediate family includes the owner's spouse or owner's domestic partner, and the parents, grandparents, children, brothers and sisters of the owner or owner's spouse or owner's domestic partner. SDCI may require a property owner to sign a certification of the intent to have a family member move in if a tenant has reason to believe the owner will not follow through with this reason. It is a violation if the designated person does not occupy the unit for a continuous period of 60 days out of the 90 days after the tenant vacates. A tenant whose tenancy is ended for this reason has a private right of action if he or she feels the owner has failed to comply with these requirements.
- 9. The owner wishes to terminate a tenant who lives in the same housing unit with the owner or the owner's agent; or the owner desires to stop sharing his or her house with a tenant living in an approved accessory dwelling unit (ADU) in an owner-occupied house.

- 10. The tenant's occupancy is conditioned upon employment on the property and the employment is terminated.
- 11. The owner plans major rehabilitation and has obtained required permits and a Tenant Relocation License. A tenant terminated for this reason has a private right of action if he or she feels the owner has failed to comply with these requirements.
- 12. The owner decides to convert the building to a condominium or a cooperative.
- 13. The owner decides to demolish a building or to convert it to non-residential use and has obtained the necessary permit and a Tenant Relocation License.
- 14. The owner desires to sell a single family residence (does not include condominium units) and gives the tenant written notice at least 90 days prior to the end of a rental period. The owner must list the property for sale at a reasonable price in a newspaper or with a realty agency within 30 days after the date the tenant vacates. Property owners may be required to sign a certification of the intent to sell the house if SDCI receives a complaint. There is a rebuttable presumption of a violation if the unit is not listed or advertised, or is taken off the market or re-rented within 90 days after the tenant leaves. A tenant terminated for this reason has a private right of action if he or she feels an owner has failed to comply with these requirements.
- 15. The owner seeks to discontinue use of a unit not authorized under the Land Use Code, after receiving a Notice of Violation. The owner must pay relocation assistance to tenants who have to move so that the owner can correct the violation. Relocation assistance for low-income tenants is \$2,000; for other tenants it is an amount equal to two months' rent.
- 16. The owner needs to reduce the number of tenants sharing a dwelling unit in order to comply with Land Use Code restrictions (i.e., no more than 8 people per dwelling unit if any are unrelated).
- 17. The owner must terminate a tenancy in a house containing an approved ADU in order to comply with the development standards for ADUs, after receiving a Notice of Violation of the Land Use Code. (If the violation is that the owner has moved out of the house and has rented both units, one unit must either be reoccupied by the owner or be removed.) The owner must pay relocation assistance to displaced tenants in the amount of \$2,000 for low-income tenants, or two months' rent in other cases. SDCI may require a property owner to sign a certification of his or her intent to discontinue the use of the ADU.
- 18. An Emergency Order to Vacate and close the property has been issued by SDCI and the tenants have failed to vacate by the deadline given in the Order.

Information for Tenants

Failure to carry out stated cause: If an owner terminates a tenant because of (1) the sale of a single family residence is planned, (2) the owner or a family member is to move in, (3) substantial rehabilitation is planned, (4) the number of residents must be reduced to eight, or (5) the owner is discontinuing the use of an ADU after receipt of a notice of violation, and the owner fails to carry out the stated reason for terminating the tenancy, he or she may be subject to enforcement action by the City and a civil penalty of up to \$2,500.

Private right of action for tenants: If an owner terminates a tenant because of (1) the sale of a single family residence is planned, (2) the owner or a family member is to move in, or (3) substantial rehabilitation is planned, and if the owner fails to carry out the stated reason for terminating the tenancy, the tenant can sue the owner for up to \$3,000, costs, and reasonable attorney's fees.

For additional information on the Just Cause Eviction Ordinance, call SDCI at (206) 615-0808 or visit the SDCI website at www.seattle.gov/sdci.

ACTIONS CONSIDERED TO BE HARASSMENT OR RETALIATION

City law prohibits retaliatory actions against either a tenant or a landlord.

A landlord is prohibited from harassing or retaliating against a tenant by:

- 1. Changing or tampering with locks on unit doors
- 2. Removing doors, windows, fuse box, furniture or other fixtures
- 3. Discontinuing utilities supplied by the owner
- 4. Removing a tenant from the premises except through the formal court eviction process
- 5. Evicting, increasing rent or threatening a tenant for reporting code violations to SDCI or the Police Department or for exercising any legal rights arising out of the tenant's occupancy
- 6. Entering a tenant's unit, except in an emergency, or except at reasonable times *with the tenant's consent* after giving at least two days notice, or a one-day notice when showing units to prospective purchasers or tenants
- 7. Prohibiting a tenant, or a tenant's authorized agent who is accompanied by that tenant, from distributing information in the building, posting information on bulletin boards in accordance with building rules, contacting other tenants, assisting tenants to organize and holding meetings in community rooms or common areas
- 8. Increase the monthly housing costs without advance written notice; 30 days for a rent increase of less than 10%, 60 days for a rent increase of 10% or more
- 9. Increase monthly housing costs where a housing unit does not meet basic standards for habitability

In most instances the law assumes that a landlord is retaliating if the landlord takes any of these actions within 90 days after a tenant reports a violation to SDCI or to the Seattle Police Department, or within 90 days after a governmental agency action, such as making an inspection.

A tenant is prohibited from harassing or retaliating against a landlord by:

- 1. Changing or adding locks on unit doors
- 2. Removing owner-supplied fixtures, furniture, or services
- 3. Willfully damaging the building

For more information or to file a complaint, call SDCI at (206) 615-0808.

DEFINITION OF TENANT

With the exception of the Tenant Relocation Assistance Ordinance, a tenant is defined as a person occupying or holding possession of a building or premises pursuant to a rental agreement. This includes residents of transient lodgings who remain in residence for one month or longer. A rental agreement may be oral or in writing.

DEFINITION OF HOUSING COSTS

Housing costs include rent and any other periodic or monthly fees such as storage, parking, or utilities, paid to the landlord by a tenant.

INCREASE IN HOUSING COSTS

In the City of Seattle, a landlord must give a tenant 30 days' advance written notice of an increase in housing costs (rent, parking, storage, and other fees associated with the rental) of less than 10%; 60 days' notice is required for increases of 10% or more. An increase can only begin at the beginning of rental period, typically at the beginning of the month.

A landlord cannot increase housing costs for any housing unit that does not meet the minimum habitability standards of the Residential Rental Inspection Program. (http://www.seattle.gov/dpd/cs/groups/pan/@ pan/documents/web_informational/s048492.pdf)

Property owners and developers cannot increase housing costs to avoid applying for a Tenant Relocation License where a rental property is going to be demolished, rehabilitated, changed in use, or where use restrictions are going to be removed. (http://www. seattle.gov/dpd/codesrules/commonquestions/tenantrelocation/default.htm)

THE RENTAL AGREEMENT REGULATION ORDINANCE

The City of Seattle Rental Agreement Regulation Ordinance (SMC Chapter 7.24) regulates certain aspects of residential rental agreements. It requires a landlord to provide sixty (60) days' advance written notice of an increase in housing costs of 10% or more within a twelve (12) month period; prohibits monthto-month rental agreements that require a tenant to stay a minimum period greater than one (1) month or be subject to the loss of deposits or other penalties; limits the amount of security and pet damage deposits, and move-in fees that can be charged to a tenant upon move in; allows a tenant to pay security and pet damage deposits, move-fees, and last month's rent on installment plans; requires a landlord to take and return a deposit pursuant to state law; and to distribute a summary of state and local landlord-tenant laws prepared by the City of Seattle to each prospective tenant, to each tenant upon move-in, and at the time a rental agreement is renewed. A landlord cannot retaliate against a tenant or a prospective tenant for exercising or attempting to exercise the tenant's rights under this Ordinance. The Seattle Department of Construction and Inspections enforces this ordinance. For more information call the Department's Code Compliance Division at (206) 615-0808 or follow this link: http:// www.seattle.gov/dpd/codesrules/commonquestions/ rentalhousingproblems/default.htm

Rent Increases

The City of Seattle does not regulate or control rent. However, the Rental Agreement Regulation Ordinance does require a landlord to provide at least sixty (60) days' advance written notice of any increase in housing costs of 10% or more in a twelve (12) month period; increases of less than 10% require an advance written notice of at least thirty (30) days consistent with state law. These notices must include information on how the tenant can access information on the tenant's rights and responsibilities. Housing costs include rent, parking and storage fees, and other periodic fees associated with a tenancy. Failure to provide a required sixty (60) day notice is a violation of SMC 7.24.030.A and SMC 22.206.180.

Prohibited Rental Agreement Provisions

Month-to-month rental agreements, whether verbal or in writing, cannot require a tenant to stay beyond the initial period of the agreement. A landlord cannot withhold a deposit or impose other penalties solely on the basis that a tenant moves out at the end of the initial rental period.

However, a tenant who desires to terminate a monthto-month tenancy must provide the landlord with a written notice at least twenty (20) days in advance of the end of a rental period. Landlords are not obligated to pro-rate rent when a tenant moves out after the beginning of a rental period.

Security Deposits

If a landlord wishes to collect a security deposit, the deposit and its amount must be identified in a written rental agreement. The total amount of a security deposit and move-in fees cannot exceed the amount of the first full month's rent. Additionally, the landlord must prepare and provide a tenant with a written checklist or statement describing the condition, clean-liness, and existing damage of the tenant's housing unit at the commencement of the tenancy. This statement must be signed and dated by the landlord and the tenant. The landlord must provide a copy of the checklist to the tenant for the tenant's records, and, upon request, one free replacement copy.

All security deposits must be placed in a trust account and the landlord must provide the tenant with the name, address, and location of the depository. The landlord must inform the tenant of any subsequent changes of the location of the deposit.

Security deposits must be returned in accordance with RCW 59.18.280 at the end of a tenancy.

Pet Damage Deposits

A landlord can charge a pet damage deposit, but it cannot exceed 25% of the first full month's rent. A pet damage deposit cannot be required for an animal if it serves as an assistance animal to the tenant. However, the tenant is responsible for any damage created by the tenant's assistance animal or the assistance animal of a guest of the tenant. A pet damage deposit may be charged in addition to any security deposit.

An agreement to pay a pet damage deposit must be included in a written rental agreement or in a written addendum to the agreement, identify the amount of the deposit, and allow the tenant to pay the deposit in installments if requested by the tenant.

If the pet's occupancy begins at the commencement of the tenancy, the deposit must be identified in the rental agreement. If the pet's occupancy begins after the commencement of the tenancy, the landlord must provide a written addendum to the rental agreement.

A landlord may not retain any portion of a pet damage deposit for damages not caused by the pet for which the tenant is responsible.

Pet damage deposits must be returned in accordance with RCW 59.18.280 at the end of a tenancy.

Pet Rent

The payment of rent to keep a pet is allowed.

Move-in Fees

Move-in fees are by state and city definition non-refundable.

Allowable move-in fees are limited to the cost of obtaining a tenant screening report, criminal background check, or credit report and to pay to clean the rental unit upon termination of a tenancy.

The cost for obtaining a tenant screening report cannot exceed the customary cost for obtaining such a report in the City of Seattle; a Landlord cannot charge a tenant more than the report's actual cost. The landlord must provide the tenant a receipt for any fees charged for obtaining the tenant screening report. The landlord must also provide the tenant the name and address of the reporting agency that prepared the report and the prospective tenant's right to obtain a free copy of it.

If the landlord chooses to charge a non-refundable cleaning fee, the landlord may not deduct additional cleaning fees from the tenant's security deposit at the end of a tenancy.

Landlords are prohibited from charging any one-time fee at the beginning of a tenancy other than a security deposit, pet damage deposit, an authorized nonrefundable move-in fee, or last month's rent.

Move-in fees cannot exceed 10% of the first full month's rent except in the case where the actual cost for obtaining a tenant screening report, criminal background check, or credit report exceeds 10%, the cost may be included in the non-refundable fee. However, the total amount of a security deposit and move-in fees cannot exceed the amount of the first full month's rent.

Summary of Limitations on Security Deposits, Pet Damage Deposits, and Move-In Fees

The total amount of a security deposit and move-in fees cannot exceed the amount of the first full month's rent. Non-refundable move-in fees cannot exceed 10% of the first full month's rent. A pet damage deposit may not exceed 25% of the rent for the first full month.

Installment Payments

Security Deposits and Move-In Fees

If the total amount of a security deposit and nonrefundable move-in fees exceeds 25% of the first full month's rent, a tenant may choose to pay the total amount in installments as follows:

- For tenancies that are six (6) months or longer, a tenant may elect to pay in six (6) consecutive and equal monthly installments beginning at the commencement of the tenancy.
- For tenancies between thirty (30) days and six (6)

months, a tenant may elect to pay in no more than four (4) equal installments of equal duration at the commencement of the tenancy.

• For tenancies that are month-to-month, the tenant may elect to pay in two (2) equal installments, with the first payment due at the commencement of the tenancy and the second payment due on the first day of the second monthly rental period.

A tenant may propose an alternative installment schedule to which the landlord may agree. If an alternative plan is mutually agreed to, it must be described in a written rental agreement or a written addendum to the agreement. Failure to pay an installment of the security deposit and/or non-refundable fees is a breach of the rental agreement and may subject the tenant to a 10-day comply or vacate notice issued pursuant to RCW 59.12.030(4).

A landlord cannot impose any cost on a tenant for an installment plan.

The requirement to allow an installment plan for the payment of deposits and move-in fees does not apply to tenants who rent a housing unit in a single-family house or attached accessory dwelling unit if the owner resides in the house as the owner's principal residence.

Last Month's Rent

Tenants may choose to pay last month's rent in installments.

For tenancies that are six (6) months or longer, a tenant may elect to pay in six (6) consecutive and equal monthly installments beginning on the first month of the tenancy; tenancies between sixty (60) days and six (6) months, the tenant may elect to pay in no more than four (4) equal installments of equal duration beginning at the commencement of the tenancy.

A tenant may propose an alternative installment schedule to which the landlord may agree. If an alternative plan is mutually agreed to, it must be described in a written rental agreement or a written addendum to the agreement.

A landlord cannot impose any cost on a tenant for an installment plan.

The requirement to allow an installment plan for the payment of last month's rent does not apply to tenants who rent a housing unit in a single-family house or attached accessory dwelling unit if the owner resides in the house as the owner's principal residence.

Pet Damage Deposits

A tenant may elect to pay a pet damage deposit in three (3) equal monthly installments beginning on the first full month the pet occupies the housing unit. A tenant may propose an alternative installment schedule to which the landlord may agree. If an alternative plan is mutually agreed to, it must be described in a written rental agreement or a written addendum to the agreement.

If a tenant wants to pay a security deposit, move-in fees, a pet damage deposit, or last month's rent in installments, the tenant must request such a payment plan.

Summary of Landlord and Tenant Rights

A landlord must distribute a summary of state landlord tenant law and City of Seattle rental housing codes describing the rights, obligations, and remedies of landlords and tenants under these laws. This requirement can be met by distributing the current version of the Seattle Department of Construction and Inspections Publication Information for Tenants. This document must be given to each prospective tenant, to a tenant at the time a rental agreement is offered, and when a rental agreement is renewed. Month-tomonth tenants must receive the most current version of this document at least once a year. When a rental agreement is renewed, Information for Tenants maybe be distributed electronically. The current version of Information for Tenants can be accessed at: awww. seattle.gov/dpd/cms/groups/pan/@pan/documents/ web_informational/dpdd016420.pdf

If a landlord fails to distribute the summary in accordance with these requirements, a tenant may terminate the rental agreement by written notice. In addition, the tenant may recover, in a civil action against the landlord, actual damages, attorney fees, and a penalty of up to \$500. If a court determines that the landlord deliberately failed to comply with this requirement, the penalty may be up to \$1,000.

Violations

A violation of the Rental Agreement Regulation Ordinance is subject to a citation in the amount of \$500 for an initial violation and \$1,000 for each subsequent violation occurring within five (5) years of the first violation. Citations can be appealed to the City of Seattle Hearing Examiner. Violations also are subject to a Notice of Violation after the issuance of two (2) citations.

Tenant's Private Right of Action

If a landlord attempts to enforce provisions of a rental agreement which are contrary to:

- 1. The requirement that a rental agreement contain certain specific provisions;
- 2. The limitations imposed on security deposits, pet damage deposits, and non-refundable move-in fees; or
- 3. The requirement to adopt an installment payment plan

- 1. Actual damages incurred by the tenant because of the landlord's attempted enforcement;
- 2. Double the amount of any penalties imposed by the City of Seattle;
- Double the amount of any security deposit unlawfully charged or withheld by the landlord;
- 4. Up to \$3,000; and
- 5. Reasonable attorney fees and court costs.

Tenant Waiver of Rights or Remedies

No residential rental agreement, whether oral or written, can waive rights or remedies under the Rental Agreement Regulation Ordinance. However, a landlord and tenant may agree to waive certain specific requirements of the Ordinance. In order to do this, the following conditions must be met:

- 1. The agreement must specify in writing the specific provisions to be waived;
- 2. The agreement cannot appear in a standard form, lease, or rental agreement;
- 3. There can be no substantial inequity in the bargaining positions of the landlord and tenant; and
- 4. The tenant must be represented by an attorney who has approved the agreement as being in compliance with the requirements of the Ordinance.

Exceptions

The provisions of this Ordinance limiting and restricting the amount of charges for security deposits and non-refundable move-in fees, and the payment of security deposits and move-fees on an installment basis do not apply to a tenant who rents a housing unit in a single-family residence if the residence is the principal residence of the property owner.

Also, exempted from regulation are the return or retention of a security deposit, the requirement to provide a unit condition checklist, and the requirement to place a security deposit in a trust account and disclose to the tenant the location of the account. However, the Washington State Residential Landlord-Tenant Act still regulates these requirements.

The landlord shall be liable to the tenant for:

OTHER CITY ORDINANCES THAT AFFECT TENANTS AND LANDLORDS

1. Open Housing and Public Accommodations Ordinance

This ordinance prohibits discrimination based on race, color, creed, religion, ancestry, national origin, age, sex, marital status, parental status, sexual orientation, gender identity, political ideology, participation in the Housing Choice Vouchers Program (Section 8), or disability; requires landlords to rent a housing unit on first-come-first-served basis; and to accept subsidies and alternative sources of income to pay for the tenant's housing costs. Inquiries about this ordinance and complaints of violations should be directed to the Seattle Office for Civil Rights at (206) 684-4500.

2. Condominium and Cooperative Conversion Ordinances

When a residential building is being converted to condominium or cooperative units, the Condominium and Cooperative Conversion ordinances require a housing code inspection.

Additionally, in a condominium conversion, a tenant must receive a written 120-day notice of the conversion. If the tenant decides not to buy his or her unit, the tenant may be eligible to receive the equivalent of three (3) months' rent in relocation assistance if the tenant's annual income, from all sources, does not exceed 80 percent of the area median income, adjusted for household size. A household which otherwise qualifies to receive relocation benefits and which includes a member sixty-five (65) years of age or older or an individual with "special needs," as defined in the ordinance, may qualify for additional assistance.

In a cooperative conversion, a tenant must receive a 120-day notice of intention to sell the unit. If the tenant decides not to buy his or her unit, the tenant must be paid \$500.00 in relocation assistance.

Relocation assistance is paid directly to the tenant by the property owner or developer. The assistance must be paid no later than the date on which a tenant vacates his or her unit.

For further information, contact SDCI Code Compliance at (206) 615-0808.

3. Tenant Relocation Assistance Ordinance

This ordinance applies when tenants are displaced by housing demolition, change of use, substantial rehabilitation, or by removal of use restrictions from subsidized housing. A property owner who plans development activity must obtain a tenant relocation license and a building or use permit before terminating a tenancy. All tenants must receive a 90-day notice of the activity that will require them to move. Eligible low income tenants, whose annual income cannot exceed 50% of the area median income, receive cash relocation assistance. It is a violation of this ordinance to increase housing costs for the purpose of avoiding applying for a Tenant Relocation License. Call SDCI at (206) 615-0808 for more information.

4. Repair and Maintenance – Housing and Building Maintenance Code

This ordinance requires owners to meet certain minimum standards and keep buildings in good repair. If an owner does not make necessary repairs, a tenant can report needed repairs by calling SDCI at (206) 615-0808. If an inspector finds code violations, the owner will be required to make needed corrections.

5. Third Party Billing Ordinance

This ordinance defines rules for landlords who, by themselves or through private companies, bill tenants for City provided utilities (water, sewer, garbage, electric services) separately from their rent. The ordinance applies to all residential buildings having three or more housing units.

The rules require a landlord or billing agent to provide tenants with specific information about their bills and to disclose their billing practices, either in a rental agreement or in a separate written notice. It is a violation of the ordinance if a landlord imposes a new billing practice without appropriate notice.

A tenant can dispute a third-party billing by notifying the billing agent and explaining the basis for the dispute. This must be done within 30 days of receiving a bill. The billing agent must contact the tenant to discuss the dispute within 30 days of receiving notice of the dispute. A tenant can also file a complaint with the Seattle Office of the Hearing Examiner or take the landlord to court. If the Hearing Examiner or court rules in favor of the tenant, the landlord could be required to pay a penalty.

6. Rental Registration and Inspection Ordinance (RRIO)

The purpose of the Rental Registration and Inspection program is to ensure that all rental housing in the City of Seattle is safe and meets basic housing maintenance requirements. Beginning in 2014 all owners of residential housing in Seattle, with certain limited exceptions, must register their properties with the City. A registration is good for five years. No tenant can be evicted from a property if the property is not registered with the City. With a few exceptions, all properties must be inspected at least once every ten years. These inspections can be conducted by City-approved inspectors or by City housing/zoning inspectors. Information about the RRIO Program can be obtained by calling (206) 684-4110 or going to the program website at www.seattle.gov/RRIO.

The Washington Residential Landlord-Tenant Act

Chapter 59.18 RCW. GOOD FAITH OBLIGATION

State law requires landlords and tenants to act in good faith toward one another.

Most tenants who rent a place to live come under the Washington State Residential Landlord-Tenant Act. However, certain renters are specifically excluded from the law.

Residents who are generally not covered by the Act are:

- Renters of a space in a mobile home park are usually covered by the state's Mobile Home Land-lord-Tenant Act (RCW 59.20). However, renters of both a space and a mobile home are usually covered by the residential law.
- Residents in transient lodgings such as hotels and motels; residents of public or private medical, religious, educational, recreational or correctional institutions; residents of a single family dwelling which is rented as part of a lease of agricultural land; residents of housing provided for seasonal farm work.
- Tenants with an earnest money agreement to purchase the dwelling. Tenants who lease a single family dwelling with an option to purchase, if the tenant's attorney has approved the face of the lease. Tenants who have signed a lease option agreement but have not yet exercised that option are still covered.
- Tenants who are employed by the landlord, when their agreement specifies that they can only live in the rental unit as long as they hold the job (such as an apartment house manager).
- Tenants who are leasing a single family dwelling for one year or more, when their attorney has approved the exemption.
- Tenants who are using the property for commercial rather than residential purposes.

RIGHTS OF ALL TENANTS

Regardless of whether they are covered by the Residential Landlord-Tenant Act, all renters have these basic rights under other state laws: the Right to a livable dwelling; Protection from unlawful discrimination; Right to hold the landlord liable for personal injury or property damage caused by the landlord's negligence; Protection against lockouts and seizure of personal property by the landlord.

TYPES OF RENTAL AGREEMENTS

Month-to-Month Agreement. This agreement is for an indefinite period of time, with rent usually payable on a monthly basis or other short term period. The agreement itself can be in writing or oral, but if any type of fee or refundable deposit is collected, the agreement must be in writing. [RCW 59.18.260]

A month-to-month agreement continues until the tenant gives the landlord written notice at least 20 days before the end of the rental period. In the situation of a conversion to a condominium or a change in the policy excluding children the landlord must provide 90 days written notice to the tenant. [RCW 59.18.200] The rent can be increased or the rules changed at any time, provided the landlord gives the tenant written notice at least 30 days before the effective date of the rent increase or rule change. [RCW 59.18.140]

Fixed Term Lease. A lease requires the tenant to stay for a specific amount of time and restricts the landlord's ability to change the terms of the rental agreement. A lease must be in writing to be valid. During the term of the lease, the rent cannot be raised or the rules changed unless both landlord and tenant agree. Leases for longer than one year must be notarized.

ILLEGAL DISCRIMINATION

Federal law prohibits most landlords from refusing to rent to a person or imposing different rental terms on a person because of race, color, religion, sex, handicap, familial status (having children or seeking custody of children), or national origin. [Fair Housing Act 42 USC s. 3601 et.seq. 1988] State law recognizes protection to the same individuals as well as for marital status, creed, the presence of sensory, mental, or physical disability. If you think you have been denied rental housing or have been the victim of housing discrimination file a written complaint with the Washington State Human Rights Commission. You may also file a complaint with the federal Fair Housing Section of the Department of Housing and Urban Development or your local city human rights department.

LIABILITY

Once a tenant has signed a rental agreement, the tenant must continue to pay the rent to maintain eligibility to bring actions under this act. The tenant should also understand what he or she is responsible for in the maintenance of the property. While the landlord is responsible for any damage which occurs due to the landlord's negligence, the tenant must be prepared to accept responsibility for damages he or she causes.

ILLEGAL PROVISIONS IN RENTAL AGREEMENTS

Some provisions which may appear in rental agreements or leases are not legal and cannot be enforced under the law. [RCW 59.18.230] These include:

- A provision which waives any right given to tenants by the Landlord-Tenant Act or that surrenders tenants' right to defend themselves in court against a landlord's accusations.
- A provision stating the tenant will pay the landlord's attorney's fees under any circumstances if a dispute goes to court.
- A provision which limits the landlord's liability in situations where the landlord would normally be responsible.
- A provision which requires the tenant to agree to a particular arbitrator at the time of signing the rental agreement.
- A provision allowing the landlord to enter the rental unit without proper notice.
- A provision requiring a tenant to pay for all damage to the unit, even if it is not caused by tenants or their guests.
- A provision that allows the landlord to seize a tenant's property if the tenant falls behind in rent.

PRIVACY-LANDLORD'S ACCESS TO THE RENTAL [RCW 59.18.150]

The landlord must give the tenant at least a two day written notice of his intent to enter at reasonable times. However, tenants must not unreasonably refuse to allow the landlord to enter the rental where the landlord has given at least one-day's notice of intent to enter at a specified time to exhibit the dwelling to prospective or actual purchasers or tenants. The law says that tenants shall not unreasonably refuse the landlord access to repair, improve, or service the dwelling. In case of an emergency, or if the property has been abandoned, the landlord can enter without notice. The landlord still must get the tenant's permission to enter, even if the required advance notice has been given.

DEPOSITS AND OTHER FEES

Refundable deposits

Under the Landlord-Tenant Act, the term "deposit" can only be applied to money which can be refunded to the tenant. If a refundable deposit is collected, the law requires:

- The rental agreement must be in writing. It must say what each deposit is for and what the tenant must do in order to get the money back. [RCW 59.18.260]
- The tenant must be given a written receipt for each deposit. [RCW 59.18.270]
- A checklist or statement describing the condition of the rental unit must be filled out. The landlord and the tenant must sign it, and the tenant must be given a signed copy. [RCW 59.18.260]
- The deposits must be placed in a trust account in a bank or escrow company. The tenant must be informed in writing where the deposits are being kept. Unless some other agreement has been made in writing, any interest earned by the deposit belongs to the landlord. [RCW 59.18.270]

Non-refundable fees

These will not be returned to the tenant under any circumstances. If a non-refundable fee is being charged, the rental agreement must be in writing and must state that the fee will not be returned. A non-refundable fee cannot legally be called a "deposit." [RCW 59.18.285]

LANDLORD'S RESPONSIBILITIES [RCW 59.18.060]

The landlord must:

- Maintain the dwelling so it does not violate state and local codes in ways which endanger tenants' health and safety
- Maintain structural components, such as roofs, floors and chimneys, in reasonably good repair.
- Maintain the dwelling in reasonably weather tight condition
- Provide reasonably adequate locks and keys.
- Provide the necessary facilities to supply heat, electricity, hot and cold water
- Provide garbage cans and arrange for removal of garbage, except in single family dwellings
- Keep common areas, such as lobbies, stairways and halls, reasonably clean and free from hazards
- Control pests before the tenant moves in. The landlord must continue to control infestations except in single family dwellings, or when the infestation was caused by the tenant
- Make repairs to keep the unit in the same condition as when the tenant moved in—except for normal wear and tear
- Keep electrical, plumbing and heating systems in

good repair, and maintain any appliances which are provided with the rental

- Inform the tenant of the name and address of the landlord or landlord's agent
- Supply hot water as reasonably required by tenant
- Provide written notice of fire safety and protection information and ensure that the unit is equipped with working smoke detectors when a new tenant moves in. (Tenants are responsible for maintaining detectors.) Except for single family dwellings, the notice must inform the tenant on how the smoke detector is operated and about the building's fire alarm and/or sprinkler system, smoking policy, and plans for emergency notification, evacuation and relocation, if any. Multifamily units may provide this notice as a checklist disclosing the building's fire safety and protection devices and a diagram showing emergency evacuation routes.
- Provide tenants with information provided or approved by the Department of Health about the health hazards of indoor mold, including how to control mold growth to minimize health risks, when a new tenant moves in. The landlord may give written information individually to each tenant, or may post it in a visible, public location at the dwelling unit property. The information can be obtained at www.doh.wa.gov/ehp/ts/IAQ/mold-notification.htm.
- Investigate if a tenant is engaged in gang-related activity when another tenant notifies the landlord of gang-related activity by serving a written notice and investigation demand to the landlord. [RCW 59.18.180]
- Provide carbon monoxide detectors.

TENANT'S RESPONSIBILITIES [RCW 59.18.130]

A tenant is required to:

- Pay rent, and any utilities agreed upon
- Comply with any requirements of city, county or state regulations
- Keep the rental unit clean and sanitary
- Dispose of the garbage properly
- Pay for fumigation of infestations caused by the tenant
- Properly operate plumbing, electrical and heating systems
- Not intentionally or carelessly damage the dwelling
- Not permit "waste" (substantial damage to the property) or "nuisance" (substantial interference with other tenant's use of property)
- Maintain smoke and carbon monoxide detection devices including battery replacement
- Not engage in activity at the premises that is imminently hazardous to the physical safety of

other persons on the premises and that entails a physical assault on a person or unlawful use of a firearm or other deadly weapon resulting in an arrest [RCW 59.18.352]

• When moving out, restore the dwelling to the same conditions as when the tenant moved in, except for normal wear and tear

THREATENING BEHAVIOR BY A TENANT OR LANDLORD (RCW 59.18.352 and 354)

If one tenant threatens another with a firearm or other deadly weapon, and the threatening tenant is arrested as a result of the threat, the landlord may terminate the tenancy of the offending tenant (although the landlord is not required to take such action). If the landlord does not file an unlawful detainer action, the threatened tenant may choose to give written notice and move without further obligation under the rental agreement. If a landlord threatens a tenant under similar circumstances, the tenant may choose to give notice and move. In both cases, the threatened tenant does not have to pay rent for any day following the date of leaving, and is entitled to receive a pro-rated refund of any prepaid rent.

MAKING CHANGES TO THE MONTH-TO-MONTH AGREEMENT

Generally speaking, if the landlord wants to change the provisions of a month-to-month rental agreement, such as raising the rent or changing rules, the tenant must be given at least 30 days notice in writing. These changes can only become effective at the beginning of a rental period (the day the rent is due). Notice which is less than 30 days will be effective for the following rental period.

If the landlord wishes to convert the unit to a condominium, the tenant must be given a 90-day notice. [RCW 59.18.200]

MAKING CHANGES TO A FIXED LEASE TERM

Under a lease, in most cases, changes during the lease term cannot be made unless both landlord and tenant agree to the proposed change.

If the property is sold. The sale of the property does not automatically end a tenancy. When a rental unit is sold, tenants must be notified of the new owner's name and address, either by certified mail, or by a revised posting on the premises. All deposits paid to the original owner must be transferred to the new owner, who must put them in a trust or escrow account. The new owner must promptly notify tenants where the deposits are being held.

HOW TO HANDLE REPAIRS

A tenant must be current in the payment of rent including all utilities to which the tenant has agreed in the rental agreement to pay before exercising any statutory remedies, such as repair options. [RCW 59.18.080]

Required Notice [RCW 59.18.070] When something in the rental unit needs to be repaired, the first step is for the tenant to give written notice of the problem to the landlord or person who collects the rent.

The notice must include the address and apartment number of the rental; the name of the owner, if known; and a description of the problem. After giving notice, the tenant must wait the required time for the landlord to begin making repairs. Those required waiting times are: 24 hours for no hot or cold water, heat or electricity, or for a condition which is imminently hazardous to life; 72 hours for repair of refrigerator, range and oven, or a major plumbing fixture supplied by landlord; 10 days for all other repairs.

Tenant's Options [RCW 59.18.090] If repairs are not started within the required time and if the tenant is paid up in rent and utilities, the following options can be used:

- Tenant can give written notice to the landlord and move out immediately. Tenants are entitled to a pro-rated refund of their rent, as well as the deposits they would normally get back.
- 2) Litigation or arbitration can be used to work out the dispute.
- The tenant can hire someone to make the repairs. In many cases the tenant can have the work done and then deduct the cost from the rent. [RCW 59.18.100] (This procedure cannot be used to force a landlord to provide adequate garbage cans.)

An Important Note: If the repair is one that has a 10-day waiting period, the tenant cannot contract to have the work done until 10 days after the land-lord receives notice, or five days after the landlord receives the estimate, whichever is later.

To follow this procedure a tenant must: Submit a good faith estimate from a licensed or registered tradesperson, if one is required, to the landlord. After the waiting period, the tenant can contract with the lowest bidder to have the work done. After the work is completed, the tenant pays the tradesperson and deducts the cost from the rent payment. The landlord must be given the opportunity to inspect the work. The cost of each repair cannot exceed one month's rent; total cost cannot exceed two month's rent in any 12-month period.

If a large repair which affects a number of tenants needs to be made, the tenants can join together, follow the proper procedure, and have the work done. Then each can deduct a portion of the cost from their rent.

- 4) The tenant can make the repairs and deduct the cost from the rent, if the work does not require a licensed or registered tradesperson. The same procedure is followed as for (2) above. However, the cost limit is one half of one month's rent.
- 5) Rent in Escrow After notice of defective conditions, and after appropriate government certification of defect, and waiting periods have passed, then tenants may place their monthly rent payments in an escrow account. It is wise to consult an attorney before taking this action.

ILLEGAL LANDLORD ACTIONS

Lockouts. [RCW 59.18.290] The law prohibits landlords from changing locks, adding new locks, or otherwise making it impossible for the tenant to use the normal locks and keys. Even if a tenant is behind in rent, such lockouts are illegal.

A tenant who is locked out can file a lawsuit to regain entry. Some local governments also have laws against lockouts and can help a tenant who has been locked out of a rental. For more information contact your city or county government.

Utility shutoffs. [RCW 59.18.300] The landlord may not shut off utilities because the tenant is behind in rent, or to force a tenant to move out. Utilities may only be shut off by the landlord so that repairs may be made, and only for a reasonable amount of time. If a landlord intentionally does not pay utility bills so the service will be turned off, that could be considered an illegal shutoff. If the utilities have been shut off by the landlord, the tenant should first check with the utility company to see if it will restore service. If it appears the shutoff is illegal, the tenant can file a lawsuit. If the tenant wins in court, the judge can award the tenant up to \$100 per day for the time without service, as well as attorney's fees.

Taking the tenant's property. [RCW 59.18.310] The law allows a landlord to take a tenant's property only in the case of abandonment. A clause in a rental agreement which allows the landlord to take a tenant's property in other situations is not valid. If the landlord does take a tenant's property illegally, the tenant may want to contact the landlord first. If that is unsuccessful, the police can be notified. If the property is not returned after the landlord is given a written request, a court could order the landlord to pay the tenant up to \$100 for each day the property is kept — to a total of \$1,000. [RCW 59.18.230(4)]

Renting condemned property. [RCW 59.18.085] The landlord may not rent units which are condemned or unlawful to occupy due to existing uncorrected code violations. The landlord can be held liable for three months rent or treble damages, whichever is greater, as well as costs and attorneys fees for knowingly renting the property. **Retaliatory actions.** [RCW 59.18.240 -.250] If the tenant exercises rights under the law, such as complaining to a government authority or deducting for repairs, the law prohibits the landlord from taking retaliatory action. Examples of retaliatory actions are raising the rent, reducing services provided to the tenant, or evicting the tenant. The law initially assumes that these steps are retaliatory if they occur within 90 days after the tenant's action, unless the tenant was in some way violating the statute when the change was received. If the matter is taken to court and the judge finds in favor of the tenant, the landlord can be ordered to reverse the retaliatory action, as well as pay for any harm done to the tenant and pay the tenant's attorney fees.

ENDING THE AGREEMENT

Proper Notice to Leave for Leases. If the tenant moves out at the expiration of a lease, in most cases it is not necessary to give the landlord a written notice. However, the lease should be consulted to be sure a formal notice is not required. If a tenant stays beyond the expiration of the lease, and the landlord accepts the next month's rent, the tenant then is assumed to be renting under a month-to-month agreement.

A tenant who leaves before a lease expires is responsible for paying the rent for the rest of the lease term. However, the landlord must make an effort to rerent the unit at a reasonable price. If this is not done, the tenant may not be liable for rent beyond a reasonable period of time.

Proper Notice to Leave for Leases – Armed Forces Exception. A lease can be terminated when the tenant is a member of the armed forces (including the national guard or armed forces reserve), if the tenant receives reassignment or deployment orders, provided the tenant informs the landlord no later than seven days after the receipt of such orders. In these circumstances, the tenancy may also be terminated by the tenant's spouse or dependent.

Proper Notice to Leave for Month-to-Month Agreements. When a tenant wants to end a month-tomonth rental agreement, written notice must be given to the landlord.

The notice must be received at least 20 days before the end of the rental period (the day before the rent is due). The day which the notice is delivered does not count. A landlord cannot require a tenant to give more than 20 days notice when moving out. When a landlord wants a month-to-month renter to move out, a 20-day notice is required. If a tenant moves out without giving proper notice, the law says the tenant is liable for rent for the lesser of: 30 days from the day the next rent is due, or 30 days from the day the landlord learns the tenant has moved out. However, the landlord has a duty to try and find a new renter. If the dwelling is rented before the end of the 30 days, the former tenant must pay only until the new tenant begins paying rent.

Proper Notice to Leave for Month-to-Month Agreements – Armed Forces Exception. A monthto-month tenancy can be terminated with less than 20 days written notice when the tenant is a member of the armed forces (including the national guard or armed forces reserve), if the tenant receives reassignment or deployment orders that do not allow for a 20-day notice. In these circumstances, the tenancy may also be terminated by the tenant's spouse or dependent.

Domestic Violence Protection. If a tenant or a household member is a victim of an incident of domestic violence, sexual assault, unlawful harassment, or stalking, the tenant may terminate their rental agreement without penalty, change the locks on their unit at their own expense, or both. The tenant must notify the landlord in writing that they or a household member were a victim of one of the above crimes and either provide a copy of a valid order for protection or a report of the incident from a qualified third party to the landlord. Qualified third parties include law enforcement officers, court officials, licensed mental health professionals, doctors, and victim advocates. The tenant must terminate the rental agreement within 90 days of the incident leading to the protection order or report to a qualified third party. The protection order or third party's report must be made available to the landlord within 7 days of the tenant moving out of the unit or at the same time the tenant gives notice to the landlord that the locks have been changed. [RCW 59.18.570 - 590]

RETURN OF DEPOSITS [RCW 59.18.280]

After a tenant moves out, a landlord has 21 days in which to return a deposit, or give the tenant a written statement of why all or part of the money is being kept. It is advisable for the tenant to leave a forwarding address with the landlord when moving out.

The rental unit should be restored to the same condition as when the tenant moved in, except for normal wear and tear. Deposits cannot be used to cover normal wear and tear; or damage that existed when the tenant moved in.

The landlord is in compliance if the required payment, statement, or both, are deposited in the U.S. Mail with First Class postage paid, within 21 days. If the tenant takes the landlord to court, and it is ruled that the landlord intentionally did not give the statement or return the money, the court can award the tenant up to twice the amount of the deposit.

EVICTIONS

For not paying rent. If the tenant is even one day behind in rent, the landlord can issue a three-day notice to pay or move out. If the tenant pays all the rent due within three days, the landlord must accept it and cannot evict the tenant. A landlord is not required to accept a partial payment.

For not complying with the terms of the rental

agreement. If the tenant is not complying with the rental agreement (for example, keeping a cat when the agreement specifies no pets are allowed), the landlord can give a 10-day notice to comply or move out. If the tenant satisfactorily remedies the situation within that time, the landlord cannot continue the eviction process.

For creating a "waste or nuisance." If a tenant destroys the landlord's property, uses the premises for unlawful activity including gang- or drug-related activities, damages the value of the property or interferes with other tenant's use of the property, the landlord can issue a three-day notice to move out. The tenant must move out after this kind of notice. There is no option to stay and correct the problem.

For violations within drug and alcohol free housing.

If a tenant enrolled in a program of recovery in drug and alcohol free housing for less than two years uses, possesses, or shares alcohol or drugs the landlord can give a three-day notice to move out. If the tenant cures the violation within one day, the rental agreement does not terminate. If the tenant fails to remedy the violation within one day, he or she must move out and the rental agreement is terminated. If the tenant engages in substantially the same behavior within six months, the landlord can give a three-day notice to move out and the tenant has no right to cure the subsequent violation.

Notice. In order for a landlord to take legal action against a tenant who does not move out, notice must be given in accordance with RCW 59.12.040.

If the tenant continues to occupy the rental in violation of a notice to leave, the landlord must then go to court to begin what is called an "unlawful detainer" action. If the court rules in favor of the landlord, the sheriff will be instructed to move the tenant out of the rental if the tenant does not leave voluntarily. The only legal way for a landlord to move a tenant physically out of a unit is by going through the courts and the sheriff's office.

DESIGNATION OF AN INDIVIDUAL TO ACT ON BEHALF OF A TENANT UPON THE DEATH OF THE TENANT (RCW 59.18.590)

A tenant who is the sole occupant of a dwelling unit can designate a person to act on the tenant's behalf upon the death of the tenant independently or at the request of a landlord. The designation must be in writing separate from any rental agreement. It must include the designated person's name, mailing address, an address used for the receipt of electronic communications, a telephone number, and a signed statement authorizing the landlord in the event of the tenant's death (when the tenant is the sole occupant of the dwelling unit) to allow the designated person to access the tenant's dwelling unit, remove the tenant's property, receive refunds of amounts due to the tenant, and to dispose of the tenant's property consistent with the tenant's last will and testament and any applicable intestate succession law, and a conspicuous statement that the designation remain in effect until it is revoked in writing by the tenant or replaced with a new designation. The designated person's right to act on the behalf of the deceased tenant terminates upon the appointment of a personal representative for the deceased tenant's estate or the identification of a person reasonably claiming to be a successor of the deceased tenant pursuant to law.

ABANDONMENT RELATED TO FAILURE TO PAY RENT [RCW 59.18.310]

Abandonment occurs when a tenant has both fallen behind in rent and has clearly indicated by words or actions an intention not to continue living in the rental.

When a rental has been abandoned, the landlord may enter the unit and remove any abandoned property. It must be stored in a reasonably secure place. A notice must be mailed to the tenant saying where the property is being stored and when it will be sold. If the landlord does not have a new address for the tenant, the notice should be mailed to the rental address, so it can be forwarded by the U.S. Postal Service.

How long a landlord must wait before selling abandoned property depends on the value of the goods. If the total value of property is less than \$250, the landlord must mail a notice of the sale to the tenant and then wait seven(7) days. Family pictures, keepsakes and personal papers cannot be sold until forty-five (45) days after the landlord mails the notice of abandonment to the tenant.

If the total value of the property is more than \$250, the landlord must mail a notice of the sale to the tenant and then wait forty-five (45) days. Personal papers, family pictures, and keepsakes can be sold at the same time as other property.

The money raised by the sale of the property goes to cover money owed to the landlord, such as back rent and the cost of storing and selling the goods. If there is any money left over, the landlord must keep it for the tenant for one (1) year. If it is not claimed within that time, it belongs to the landlord.

If a landlord takes a tenant's property and a court later determines there had not actually been an abandon-

ment, the landlord could be ordered to compensate the tenant for loss of the property, as well as paying court and attorney costs.

This procedure does not apply to the disposition of property of a deceased tenant. See "Abandonment Related to the Death of a Tenant" below.

ABANDONMENT RELATED TO EVICTION [RCW 59.18.312]

When a tenant has been served with a writ of restitution in an eviction action, the tenant will receive written notification of the landlord's responsibilities regarding storing the tenant's property that is left behind after the premises is vacant. Tenants will be provided with a form to request the landlord store the tenant's property.

A landlord is required to store the tenant's property if the tenant makes a written request for storage within three (3) days of service of the writ of restitution or if the landlord knows that the tenant is a person with a disability that prevents the tenant from making a written request and the tenant has not objected to storage. The written request for storage may be served by personal delivery, or by mailing or faxing to the landlord at the address or fax number identified on the request form provided by the landlord.

After the Writ of Restitution has been executed, the landlord may enter the premises and take possession of any of the tenant's remaining belongings. Without a written request from the tenant, the landlord may choose to store the tenant's property or deposit the tenant's property on the nearest public property. If the landlord chooses to store the tenant's property, whether requested or not, it may not be returned to the tenant until the tenant pays the actual or reasonable costs of moving and storage, whichever is less within thirty (30) days.

If the total value of the property is more than \$250, the landlord must notify the tenant of the pending sale by personal delivery or mail to the tenant's last known address. After thirty (30) days from the date of the notice, the landlord may sell the property, including personal papers, family pictures, and keepsakes and dispose of any property not sold.

If the total value of the property is \$250 or less, the landlord must notify the tenant of the pending sale by personal delivery or mail to the tenant's last known address. After seven (7) days from the date of the notice, the landlord may sell or dispose of the property except for personal papers, family pictures, and keepsakes.

The proceeds from the sale of the property may be applied towards any money owed to the landlord for the actual and reasonable costs of moving and storing of the property, whichever is less. The costs cannot exceed the actual or reasonable costs of moving and storage, whichever is less. If there are additional proceeds, the landlord must keep it for the tenant for one (1) year. If no claim is made by the tenant for the recovery of the additional proceeds within one (1) year, the balance will be treated as abandoned property and deposited with the Washington State Department of Revenue.

See RCW 59.18.312.

ABANDONMENT RELATED TO THE DEATH OF A TENANT (RCW 59.18.595)

When a landlord learns of the death of a tenant who is the sole occupant of a dwelling unit, the landlord must promptly mail or personally deliver a written notice to any known personal representative, designated person, emergency contact person, or known successor to the tenant. The notice must include the name of the deceased tenant and address of the dwelling unit, the approximate date of the tenant's death, the amount of the monthly rent and the date to which it is paid. The notice must include a statement that the tenancy will terminate 15 days from the date the notice is mailed or personally delivered, or the date through which the rent has been paid, whichever is later, unless during this 15 day period a tenant representative makes arrangements with the landlord to pay rent in advance for no more than 60 days from the date of the tenant's death in order to arrange for the removal of the deceased tenant's property, and that the tenancy will be over at the end of the period for which the rent has been paid. The notice must also include a statement that failure to remove the tenant's property before the tenancy is terminated or ends will permit the landlord to enter the dwelling unit and take possession of any property found on the premises, store it in a reasonably secure place, and charge the actual or reasonable costs, whichever is less, for moving and storage of the property, and that after appropriate notice, sell or dispose of the property as provided for in law. A copy of any designation of a person to act on the deceased tenant's behalf must be attached to the notice.

The landlord must turn over possession of the tenant's property to a tenant representative upon receipt of a written request if this request is made prior to the termination or end of the tenancy, or any other date agreed to by the parties. The tenant representative must provide to the landlord an inventory of all the removed property and a signed acknowledgement that the tenant representative has been given possession and not ownership of the property.

If a tenant representative has made arrangements to pay rent in advance, the landlord must mail this second notice to any known personal representative, designated person, emergency contact person, or known successor of the tenant, and to the deceased tenant at the dwelling unit address. This second notice must

Information for Tenants

include the name, address, and telephone number or contact information for the tenant representative who made arrangements to pay rent in advance, the amount of rent paid in advance, and date through which the rent is paid. The notice must include a statement that the landlord may sell or dispose of the property on or after the date through which the rent is paid or at least 45 days after the second notice is mailed, whichever date comes later, if the tenant representative does not claim or remove the property.

If the landlord places the property in storage, the landlord must mail a second written notice (if this has not already been done) to any known personal representative, designated person, emergency contact person, or known successor of the tenant, and to the deceased tenant at the dwelling unit address. This notice must include a statement that the landlord may sell or dispose of the property on or after a specified date that is at least 45 days after the second notice is mailed, if the tenant representative does not claim and remove the property.

The landlord must turn over possession of the deceased tenant's property to the tenant representative if a written request is made in a timely manner. The tenant representative must pay the actual or reasonable costs, whichever is less, of any moving and storage of the property, and provide to the landlord an inventory of all the removed property and a signed acknowledgement that the tenant representative has been given possession and not ownership of the property.

If a tenant representative does not contact the landlord or remove the deceased person's property in a timely manner, the landlord may sell or dispose of the stored property, except for personal papers and personal photographs. If the fair market value of the property is more than \$1,000, the landlord must sell the property in a commercially reasonable manner. All unsold property must be disposed of in a reasonable manner. If the value of the stored property is less than \$1,000, the landlord must dispose of the property in a reasonable manner.

The personal papers and photographs that are not claimed by a tenant representative must be retained for 90 days after the sale or disposal of the deceased tenant's property and must either be destroyed or held for benefit of any successor of the deceased tenant.

No landlord or an employee of the landlord may acquire, either directly or indirectly, a deceased tenant's property that is sold or otherwise disposed of. The landlord may apply the proceeds of the sale of the deceased tenant's property toward any money owed to the landlord for the actual and reasonable cost of moving and storing the property, whichever is less. If there is excess income, it must be held by the landlord for one year. If no claim is made on the excess income before the expiration of the one year period, the balance must be deposited with the Washington State Department of Revenue as abandoned property.

The landlord must refund to the tenant representative any unearned rent and give a full and specific statement of the basis for retaining any deposit together with the payment of any refund due to the deceased tenant within 14 days after the removal of the property by the tenant representative.

If a landlord knowingly violates these abandonment provisions, the landlord can be liable to the deceased tenant's estate for actual damages. The prevailing party in any action related to these requirements may recover costs and reasonable attorneys' fees.

RECEIPTS

A landlord must provide a receipt for any payment made in the form of cash by a tenant. Upon the request of a tenant, a landlord must provide a receipt for any payment made by the tenant in a form other than cash. This includes payment for rent, deposits, fees, parking, storage, or any other costs associated with a tenancy. See RCW 59.18.063.

COPIES OF DOCUMENTS

If a checklist describing the physical condition of a rental unit is completed pursuant to RCW 59.18.260 and SMC 7.24.030.C, a copy signed by both the land-lord and the tenant must be provided to the tenant.

When there is a written rental agreement for a premises, the landlord must provide a fully executed copy to each tenant who signs the agreement. A landlord must provide one free replacement copy of the written agreement if requested by a tenant during the tenancy. See RCW 59.18.065.

VOTER REGISTRATION INFORMATION

Attached to this publication is information related to registering to vote, and if already registered, how to update your address when you move. For more information go to www.kingcounty.gov/depts/elections.



Your Voice Matters!

www.kingcounty.gov/depts/elections

Welcome home!

There's a lot to do when moving to a new home. Updating your voter registration is one of those important tasks to remember.

Already Registered?

Here are 5 easy ways to update your address:

- If you have a current Washington State driver license or state ID card, <u>go online</u>!
- Mail the registration form included in this *Information for Tenants* packet.
- E-mail <u>elections@kingcounty.gov</u> with your name, date of birth, old residential and mailing address, and your new residential and mailing address.
- Call 206-296-VOTE (8683). Services are available in 120 languages.
- Go in-person to King County Elections headquarters in Renton or the Voter Registration Annex in Seattle.

Remember to change your address at least 29 days before election day. Check the <u>Voter's</u> <u>Calendar</u>.

Need to Register?

There are 3 ways to register to vote:

- If you have a current Washington State driver license or state ID card, <u>go online</u>!
- Mail the registration form included in this *Information for Tenants* packet.
- Go in-person to King County Elections headquarters in Renton or the Voter Registration Annex in Seattle.



Instructions

Use this form to register to vote or update your current registration.

Print all information clearly using black or blue pen. Mail this completed form to your county elections office (address on back).

Deadline

This registration will be in effect for the next election if postmarked no later than the Monday four weeks before Election Day.

Voting

You will receive your ballot in the mail. Contact your county elections office for accessible voting options.

Public Information

Your name, address, gender, and date of birth will be public information.

Notice

Knowingly providing false information about yourself or your qualifications for voter registration is a class C felony punishable by imprisonment for up to 5 years, a fine of up to \$10,000, or both.

Public Benefits Offices

If you received this form from a public benefits office, where you received the form will remain confidential and will be used for voter registration purposes only.

Registering or declining to register will not affect the assistance provided to you by any public benefits office. If you decline to register, your decision will remain confidential.

If you believe someone interfered with your right to register, or your right to privacy in deciding whether to register, you may file a complaint with the Washington State Elections Division.

Contact Information

If you would like help with this form, contact the Washington State Elections Division.

web	www.vote.wa.gov
call	(800) 448-4881
email	elections@sos.wa.gov
mail	PO Box 40229
	Olympia, WA 98504-0229

For	official	use:

Washington State Voter Registration Form

Register online at www.myvote.wa.gov.

1 Personal Information

N/A	Cassandra		
last	first	middle	suffix
07/28/1			Female
date of birth (mm/dd/yyyy)		gender
N/A			N/A
	dress in Washington		apt #
N/A			N/A
^{city}			ZIP
	ess, if different		
N/A			N/A
city		/ .	state and ZIP
N/A		N/A	
phone numb	er (optional)	email address (optional)
Qualificatio	ons		
lf you answer	no, do not complete this for	rm.	
⊖yes ⊙no	I am a citizen of the Ur	nited States of America.	
⊖yes ⊙no	I will be at least 18 yea	rs old by the next electio	on.
Military / O	verseas Status		
⊖yes ●no	Includes National Guard a		ervice.
\bigcirc yes \bigcirc no			
Line Const			
	on — Washington Driver	License, Permit, or ID	
0 0	0 0 0 0 0	0 0 00	0 0
permit, or ID, yo	ve a Washington driver license, u may use the last four digits of urity number to register.	x x x - x x -	000 0000 0
Change of	Name or Address		
This informat	on will be used to update y	our current registration,	if applicable.
N/A	N/.	A	N/A
former last n	ame first		middle
N/A	N/.	A	WA 98201
former reside	ntial address city		state and ZIP

6 Declaration

I declare that the facts on this voter registration form are true. I am a citizen of the United States, I will have lived at this address in Washington for at least thirty days immediately before the next election at which I vote, I will be at least 18 years old when I vote, I am not disqualified from voting due to a court order, and I am not under Department of Corrections supervision for a Washington felony conviction.

sign	
here	

2/20

date here

fold in half

 \downarrow



first class postage required



Please write your county elections office address below:

Adams County

fold in half

210 W Broadway, Ste 200 Ritzville, WA 99169 (509) 659-3249

Asotin County PO Box 129 Asotin, WA 99402 (509) 243-2084

Benton County PO Box 470 Prosser, WA 99350 (509) 736-3085

Chelan County 350 Orondo Ave Ste. 306 Wenatchee, WA 98801-2885 (509) 667-6808

Clallam County 223 E 4th St, Ste 1 Port Angeles, WA 98362 (360) 417-2221

Clark County PO Box 8815 Vancouver, WA 98666-8815 (360) 397-2345

Columbia County 341 E Main St, Ste 3 Dayton, WA 99328 (509) 382-4541

Cowlitz County 207 4th Ave N, Rm 107 Kelso, WA 98626-4124 (360) 577-3005

Douglas County

PO Box 456 Waterville, WA 98858 (509) 745-8527 ext 6407

Ferry County 350 E Delaware Ave, Ste 2 Republic, WA 99166 (509) 775-5200

Franklin County PO Box 1451 Pasco, WA 99301 (509) 545-3538

Garfield County PO Box 278 Pomeroy, WA 99347-0278 (509) 843-1411

Grant County PO Box 37 Ephrata, WA 98823 (509) 754-2011ext. 2793

Grays Harbor County 100 W Broadway, Ste 2 Montesano, WA 98563 (360) 964-1556

Island County PO Box 1410 Coupeville, WA 98239 (360) 679-7366

Jefferson County PO Box 563 Port Townsend, WA 98368-0563 (360) 385-9119 King County

919 SW Grady Way Renton, WA 98057 (206) 296-8683

Kitsap County 614 Division St, MS 31 Port Orchard, WA 98366 (360) 337-7128

Kittitas County 205 W 5th Ave, Ste 105 Ellensburg, WA 98926-2891 (509) 962-7503

Klickitat County 205 S Columbus, Stop 2 Goldendale, WA 98620 (509) 773-4001

Lewis County PO Box 29 Chehalis, WA 98532-0029 (360) 740-1278

Lincoln County PO Box 28 Davenport, WA 99122-0028 (509) 725-4971

Mason County PO Box 400 Shelton, WA 98584 (360) 427-9670 ext 469

Okanogan County PO Box 1010 Okanogan, WA 98840-1010 (509) 422-7240 Pacific County

PO Box 97 South Bend, WA 98586-0097 (360) 875-9317

Pend Oreille County PO Box 5015 Newport, WA 99156 (509) 447-6472

Pierce County 2501 S 35th St, Ste C Tacoma, WA 98409 (253) 798-VOTE

San Juan County PO Box 638 Friday Harbor, WA 98250-0638 (360) 378-3357

Skagit County PO Box 1306 Mount Vernon, WA 98273-1306 (360) 416-1702

Skamania County PO Box 790, Elections Dept Stevenson, WA 98648-0790 (509) 427-3730

Snohomish County 3000 Rockefeller Ave, MS 505 Everett, WA 98201-4060 (425) 388-3444

Spokane County 1033 W Gardner Ave Spokane, WA 99260 (509) 477-2320 Stevens County

215 S Oak St, Rm 106 Colville, WA 99114-2836 (509) 684-7514

fold in hal

Thurston County 2000 Lakeridge Dr SW Olympia, WA 98502-6090 (360) 786-5408

Wahkiakum County PO Box 543 Cathlamet, WA 98612 (360) 795-3219

Walla Walla County PO Box 2176 Walla Walla, WA 99362-0356 (509) 524-2530

Whatcom County PO Box 369 Bellingham, WA 98227-0369 (360) 778-5102

Whitman County PO Box 191 Colfax, WA 99111 (509) 397-5284

Yakima County PO Box 12570 Yakima, WA 98909-2570 (509) 574-1340

WA State Elections Division PO Box 40229 Olympia, WA 98504-0229 (800) 448-4881

Guide Property Management LLC



1500 Westlake Ave N • Suite 212 • Seattle, WA 98109 (206) 737-8171

23

Seattle_Landlord_Tenant_Law.pdf

X

City of Everett

02/24/2025

Date Signed

Lessee

Renting in Seattle RENTER'S HANDBOOK



DON'T FORGET TO REGISTER TO

YOUR VOICE MATTERS!

www.kingcounty.gov/depts/elections

WELCOME HOME!

There's a lot to do when moving to a new home. Updating your voter registration is one of those important tasks to remember.

ALREADY REGISTERED?

Here are 5 easy ways to update your address:

- If you have a current Washington State driver license or state ID card, go online!
- Mail the registration form included with this Renter's Handbook.
- E-mail elections@kingcounty.gov with your name, date of birth, old residential and mailing address, and your new residential and mailing address.
- Call 206-296-VOTE (8683). Services are available in 120 languages.
- Go in-person to King Coutny Election headquarters in Renton or the Voter Registration Annex in Seattle.

REMEMBER TO CHANGE YOUR ADDRESS AT LEAST 29 DAYS BEFORE ELECTION DAY. CHECK THE VOTER'S CALENDAR.

NEED TO REGISTER?

There are 3 ways to register to vote:

- If you have a current Washington State driver license or state ID card, go online!
- Mail the registration form included in this Renter's Handbook. (See center pull-out.)
- Go in-person to King County Election headquarters in Renton or the Voter Registration Annex in Seattle.

Welcome!



What Is the Renter's Handbook?

Welcome to Renting in Seattle. Your landlord is required to provide you with a printed copy of this Renter's Handbook when you sign your initial rental agreement. Electronic copies are allowed at lease renewal, annually for month-to-month renters and whenever the City publishes updated versions.

The Renter's Handbook gives you a good overview of both your renter rights and obligations and contains tips and helpful resources to make renting in Seattle an informed experience. Keep this handbook where it's easy to reference.

Check out our web site <u>www.seattle.gov/rentinginseattle</u> it delivers the rent-cycle regulations and fair housing laws, for both renters and housing providers, specific to each audience.

When you need additional information or guidance call the Helpline (206) 684-5700 Monday – Friday during business hours. Phone interpretation available

Seattle is a Welcoming City that values inclusion and equity. City employees do not ask about citizenship status and serve all residents regardless of immigration status.

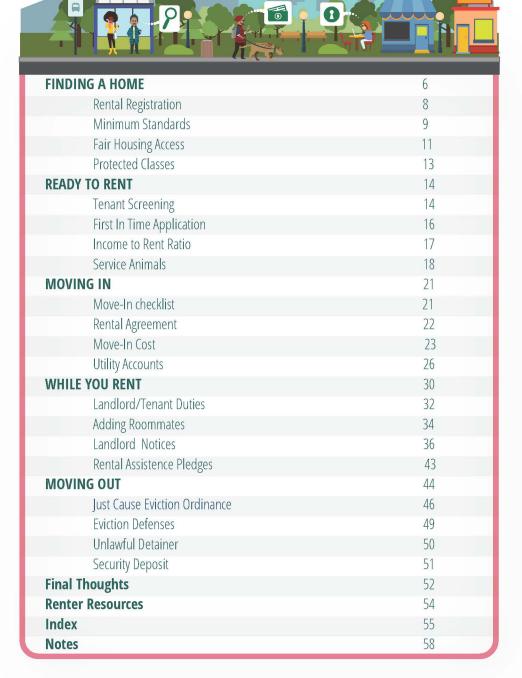
Lastly, this handbook is not intended as legal advice but an aid to understanding the City's rental housing codes.

Happy Renting!





Table of Contents



FINDING A HOME

Finding the right place for you is not an exact science and people find their homes in lots of different ways. Many listings are available free online. Sometimes, driving or walking around a neighborhood can yield results where 'For Rent' signs are posted. Beware of online scams that ask for money or wire transfers. Never agree to rent a place before you see it. If a deal feels too good to be true, it probably is! You can report suspected rental scams to the Federal Trade Commission at **www.consumer.ftc.gov**.

Affordable housing can mean a lot of different things. Generally, it is housing that is tied to your income level, often, but not always, based on area rents. Some low-income housing is federally funded and/or provided by non-profit housing organizations. The City's Office of Housing maintains a list of affordable housing units, search a list at **www.seattle.gov/housing/renters/find-housing**.

Often there are waitlists for affordable housing options. Seattle Housing Authority (SHA) both owns low-income housing units and has a rent subsidy program called 'Housing Choice Vouchers'. You can find out more about SHA at **www.seattlehousing.org**, or you can visit their office location in downtown Seattle at 190 Queen Anne Avenue North. You can call the Community Information Line at 2-1-1 for a list of affordable housing providers over the phone if you don't have access to a computer.





RENTAL REGISTRATION

Since 2014, Seattle's *Rental Registration Inspection Ordinance* (RRIO) requires all rental properties to register with the City. Some exceptions apply to the requirement including owner-occupied homes that rent rooms, housing stock owned by Seattle Housing Authority or licensed facilities such as assisted living homes. Other owner-occupied rental home exemptions are listed below.

Landlords are required to self-certify that their rental unit meets the basic habitability standards described on the registration checklist. Priority is given to health and safety compliance. Inspections are required every 5-10 years and can be completed by a City inspector or by a private housing inspector approved by the City. Registration renewal is required every two years.

You can search the address of a rental unit at **www.seattle.gov//rrio** to check if it is registered. Failure to register can result in fines and impacts the landlord's ability to serve eviction notices.

Owner-Occupied Exemptions



Generally, landlords sharing their home with tenants or occupying a home on the same property such as an adu/dadu (attached/detached accessory dwelling unit) are exempt from some rental regulations and fair housing laws.

Certain circumstances can impact some exemptions such as using a property management company or having a notice of violation for housing standards.

Be aware of differences to make an informed decision. Most important to note, is owner-occupant landlords have just cause to terminate a month-to-month tenancy with 20 days' advance notice or to not offer a lease renewal.

For more details, see the following regulations that have exemptions for owner-occupant landlords:

- Fair Housing pg. 11- 12, 17-18
- First in time pg.16
- Move in costs pg. 24-25
- Adding roommates pg. 34-35
- Just Cause pg. 46-48
- Eviction defenses pg. 49

Minimum Standards

It's important to know what to look for in a potential home besides your personal preferences. Seattle has minimum safety and maintenance standards for rental housing in the City's Housing and Building Maintenance Code. The following is a basic explanation of those standards.

Space and Occupancy

This category covers the minimum size of housing units and includes dimensions of sleeping rooms. It also covers light and ventilation requirements, like windows, fans, and sanitation. For example, a sleeping room must be at least 70 square feet with an additional 50 square feet for each person in excess of two.

Structural

Elements such as foundations, chimneys, masonry and roofs must be solid and stable. The building needs to be weathertight, damp-free, rodent-proof, and maintained in good repair.

Mechanical

All housing units must have a permanently installed heating source (space heaters alone are not sufficient). Electrical equipment, including wiring, and appliances must be properly installed and safely maintained. The unit must be safely lit and have sufficient electrical outlets.



Fire and Safety

Stairs must be safely constructed and have appropriate handrails. Smoke and carbon monoxide detectors are required. An exterior door or properly sized window for emergency exit (known as egress) is required in all rooms used for sleeping. There are lots of additional requirements for larger, multi-unit buildings.

Security

Entry doors must have a deadbolt and have a peep hole or window so you can see who is at the door. Locks must be changed when there is a change of tenancy. Buildings must be secure enough to reasonably prevent criminal actions to residents and their belongings.



Good to Know!

Other general safety things to watch out for in older buildings and homes are the potential hazards of peeling lead paint and asbestos when it is friable (crumbling and not contained). If a unit has bedrooms below ground like basement rooms, are there large/low enough windows or exterior doors for egress? If not, those rooms should not be advertised nor used as bedrooms, as they do not meet safety standards.





Seattle's Fair Housing laws strive to ensure everyone has equal access to housing. You have many protections against discrimination even before you decide to sign a lease. These include source of income; criminal history, exclusionary advertising/steering of potential tenants as well as disability rights to reasonable accommodation/modification.

It is illegal for a housing provider to, intentionally or otherwise, steer certain renters to or from a rental listing. A listing that says 'will suit a quiet couple' is potentially discriminatory because it appears to exclude applicants based on their 'parental status,' for example.

Landlords must include specific information when advertising a unit for rent. Advertisements must:

- Include the criteria that will be used for screening and the minimum standard to move forward in the application process.
- · Describe all information and documents the landlord will use in screening.
- Provide information explaining how you can request additional time to complete an application for things like interpretation or a reasonable accommodation for a disability.

Source of Income Protections

Seattle has protections for renters with a source of income other than employment. Housing providers cannot deny you a rental unit or treat you differently because your income comes from social security, alimony, retirement, disability etc. or if you are relying on a rental subsidy program like a Housing Choice Voucher. If your landlord has a rent to income ratio requirement they must subtract any subsidy you receive before making the calculation. See pg. 17 for more on income-to-rent ratio.

Fair Chance Housing

Seattle's *Fair Chance Housing Ordinance* offers protections to address bias and barriers people with criminal backgrounds face when attempting to secure rental housing.

Advertising of rental units cannot ban applicants with a criminal history.

Adult applicants may be screened against the sex offender registry. A landlord could potentially disqualify an applicant on the registry only if:

- 1. The offense was committed as an adult.
- 2. A legitimate business reason exists. A connection would need to be demonstrated between the policy/practice and the safety of residents/property.

The following are some of the factors informing a landlord's consideration:

- Nature and severity of the offense
- Number and types of convictions
- Age at time of conviction
- Evidence of good tenant history
- Time since date of conviction
- Supplemental information

Homeowners renting units on the property where they live like an attached apartment or backyard cottage are exempt from these screening restrictions. see pg. 8.

If you see rental housing advertising that does not comply with Fair Chance housing laws, you can call the Helpline at (206) 684-5700 to report it.

Protected Classes

Seattle's Fair Housing Laws are designed to ensure everyone has equal access to housing and are based on protected classes.

- Race
- Color
- Ancestry
- Sex
- Disability
- Creed
- Religion
- Age
- Retaliation
- Alternative sources
 of income
- National origin
- Caste

- Marital status
- Political ideology
- Parental status
- Sexual orientation
- Gender identity
- Use of a service animal
- Use of a Housing Choice Voucher or other subsidy programs
- · Military status or veteran
- Criminal history
- Citizenship and immigration status
- Pregnancy outcomes



READY TO RENT

Renting can be a competitive business, especially for more affordable units. Being prepared in advance can really help.

- Know your credit score and any potential issues that might show in a screening report. You can manage that information with your application and explain the circumstances to support your application. You can access your credit report at www.annualcreditreport.com
- Know your rights before you submit an application.
- Have the following information ready for your application:
 - Current and previous addresses including landlord information
 - · Names and birth dates of all occupants
 - Employment and income verification
 - Vehicle information
 - References, both personal and housing related
 - Pet information

Tenant Screening

Housing providers must make clear in advance the criteria they will use to screen your application and the reasons that would result in denying your application. You are entitled to a copy of the screening report.

You can only be charged the actual cost of the application screening. The customary cost in Seattle is approximately \$25-\$45 per adult.

If your application is denied, the housing provider must give you a written notice stating the reasons. This is called an 'adverse action' notice and is required by both City and State law.

Holding Deposit

When you apply to rent a unit, the housing provider may want to charge you a deposit to hold the unit while screening your application.

The maximum holding deposit a landlord may charge is 25% of one month's rent. A receipt explaining the terms is required.

If you are offered the unit and decide you don't want it, you will likely forfeit your holding deposit. The deposit is fully refundable if your application is not successful or the unit fails a housing inspection connected to a rental subsidy program.

If you sign a rental agreement for the unit, the holding deposit must be applied to the first month's rent or move-in costs (security deposit and pet deposit).

ලො



First-in-Time Application

The *First-in-Time Ordinance* requires landlords to offer a rental agreement to the first qualified applicant who submits a complete application. Housing providers must cooperate fully with applicants using a housing subsidy such as completing required paperwork, etc.

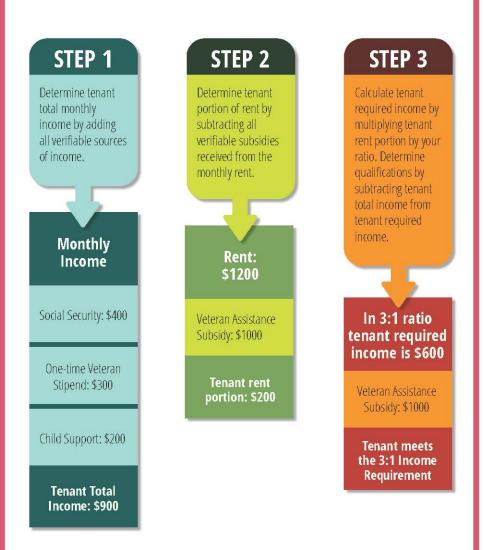
Landlords must:

- Date and time stamp applications in the order received
- Screen applications in chronological order one at a time
- Give applicants a minimum of 72 hours for additional information on an otherwise complete application
- Provide 48 hours for a response to an offer of a rental agreement after which time the landlord can proceed screening the next applicant in line



Income to Rent Ratio

A landlord cannot deny you housing because your income comes from a source or sources other than employment. If part of the eligibility requirement is a rent to income ratio, and your income is from other sources or subsidies, your landlord must follow these steps in making the calculation:



Service Animals

Service animals are broadly defined in Seattle and include emotional support, companion, therapy animals, and more. Fair housing rules require reasonable accommodations for service animals.

- A housing provider can ask for verification of the disability-related need for your service animal, from a qualified third party such as a medical provider or someone qualified to verify the connection.
- Service animals are not considered pets and cannot be prohibited from rental units. 'No Pet' policies do not apply to service animals.
- Training or certification of a service animal is not required.
- A housing provider cannot charge a deposit, fee, or additional rent for a service animal.
- You are responsible for your service animal's behavior and any damage they cause to your rental unit and the property.



Accessibility

Housing accessibility allows renters with disabilities to live independently. Grab bars, ramps, extra width for wheelchairs, designated parking are some examples. If you have a disability, you can ask for a reasonable accommodation or modification.

An accommodation is a change in rules, policies, practices, or services to allow you the equal opportunity to use and enjoy a rental unit. An example of reasonable accommodation is to make an exception to a parking policy so a person using a wheelchair can have a spot closest to their unit.

A reasonable modification allows you to make physical changes to the property that are necessary to make the rental property accessible. You are responsible for paying for reasonable modifications unless the landlord receives federal funds. An example of a reasonable modification is asking permission to widen the bathroom doorway to accommodate a large scooter.

If you have questions or want to file a complaint, contact the Helpline (206) 684-5700.





MOVING IN

Moving is a busy and often stressful time. Things can easily be overlooked. It is important to be careful and pay attention to the details at this stage as it sets the tone for your entire tenancy.

Move-in Checklist

This is an extremely important part of your rental agreement because it is connected to your security deposit.

- It should accurately describe in detail the current condition of your new home
- Discrepancies should be discussed immediately with your landlord so you are not taking responsibility for damage that happened before you moved in
- It should be signed and dated by you and your landlord. Your landlord must provide you with a copy
- This checklist will be used by your landlord when it's time for you to move out to determine if you have caused any damage to the unit

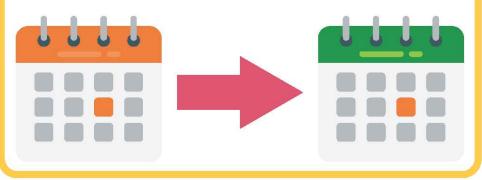
It is unlawful to collect a security deposit without a signed and dated move-in checklist.

Rental Agreement

Congratulations! Your application for the rental home was successful and now it's time to sign a rental agreement. Review it thoroughly before signing. Remember, it is a legally binding contract.

- Pay attention to what costs you are responsible for in addition to your rent, such as utilities, and how they are billed
- Examine the rules carefully to make sure you understand the policies around guests, pets, parking, etc
- Get help understanding your rental agreement if you need to, especially if English is not your first language

This Renter's Handbook (printed copy) must be provided to you at the time you sign the initial rental agreement. Electronic copies are allowed for subsequent rental agreements; whenever the handbook is updated, or annually for month-to-month renters.



Types of Rental Agreements

All rental agreements in Seattle are regulated by the *Just Cause Eviction Ordinance*. This means a landlord must



have a legal reason or 'Just Cause' to terminate a month-to-month rental agreement or not renew an expiring lease. The notice period required depends on the specific just cause reason. Those reasons and the required notice a landlord must give are on pg. 46

Month-to-Month

This type of agreement renews each month. You can terminate the rental agreement with a minimum of 20 days' written notice before the end of the monthly rental period. For example, if you want to move out in February, your landlord would have to receive your written notice no later than February 8. You might appreciate the flexibility of this arrangement but, be aware that the terms of your rental agreement, including the amount of rent, can change with proper notice during a month-to-month agreement.

Term Lease

This type of rental agreement is for a specific period of time. The terms remain fixed for the duration of the lease unless changed by mutual agreement between you and the landlord. The landlord must offer you a lease renewal 60-90 days before your current lease expires unless they have just cause not to do so. See Just Cause pg. 46

Initial term lease converting to month-to-month automatically

This occurs when the rental begins as a term lease and reverts automatically to a month-to-month lease at the end. You have a right to remain after the initial term unless the landlord has a just cause to end the rental agreement.

No rental agreement?

It is never a good idea to move into a rental unit without a written agreement. If you find yourself in that situation, you are considered a month-to-month tenant by verbal agreement and have renter rights. However, the definition of a tenant is someone entitled to occupy a rental unit under a rental agreement. While verbal agreements are not unlawful, it may be difficult to prove you are a tenant without a written rental agreement if a dispute arises.

Move-In Cost

In Seattle, there are strict limits to what you can be charged for move-in costs. Move-in charges cover the security deposit, fees, and pet deposit.

- The security deposit and fees combined cannot equal more than one month's rent
- Fees can only be charged for screening (background check when you apply to rent) and/or cleaning
- If fees are charged for cleaning at the beginning of the agreement, you cannot be charged again for cleaning upon move-out
- Total fees cannot exceed 10% of one month's rent
- The maximum you can be charged for a pet deposit is 25% of one month's rent regardless of how many pets

Examples:



Hamid and Fatima with their two children are a four-person household. Rent is \$2,200 per month.



Their landlord can charge:

- \$90 (\$45 x 2) screening fee
- \$130 cleaning fee
- \$1980 security deposit

The family's total move-in costs can equal up to a maximum of \$2,200.

Installment Payments

It can be difficult to pay what typically amounts to three months' rent for moving into a new place. In Seattle, you have a right to pay your move-in costs (deposit and fees), last month's rent, and pet deposit in installments.

A landlord cannot refuse to rent to you because you decide to use installment payments. It is important to remember that in addition to your monthly rent, installment payments must be made on time or you risk getting a 14 Day Pay or Vacate Notice. The installment payment schedule is based on the length of your tenancy.

Deposits & Fees

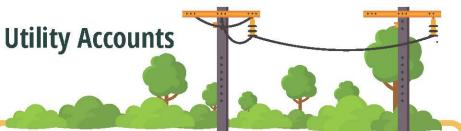
- 30 days six-month tenancy = four equal consecutive installments of equal duration.
- Month to month = two equal installments
- No installments for deposit/fees if the total does not exceed 25% of one month's rent
- Pet deposit = three equal installments



Last Month's Rent

- Six-month+ tenancy = six equal, consecutive, monthly installments
- 60 days six-month tenancy = four equal payments of equal duration
- No fees, penalties, interest may be charged for installment payments
- Failure to pay installments as agreed is a breach of the rental agreement and you can receive a 14 Day Pay or Vacate Notice
- Alternatively, you and your landlord can make a payment schedule by mutal agreement. Get it in writing.





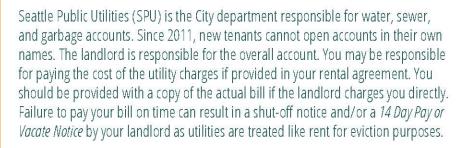
Seattle City Light

Seattle City Light (SCL) is the City department responsible for electricity accounts. You can open an account in your own name. You are responsible for letting SCL know when you move out. Failure to pay your bill to the utility or the landlord on time can result in a shutoff notice from the utility and/or a *14 Day Notice to Pay or Vacate* by your landlord.

TIP:

SCL also has discount programs and payment assistance for qualified customers. Visit their web site at **www.seattle.gov/** light/assistance/ or call (206) 684-3000.

Seattle Public Utilities



TIP:

Never flush anything besides toilet paper. Avoid getting grease, hair, and large items down the drain. A plumbing clog is expensive to repair and your landlord can charge you the entire cost if you or someone in your household flushes something other than toilet paper. Don't believe the marketing claims on products for 'flushable' wipes, etc.

Good to Know!

SPU has programs to help with utility discounts and payment assistance for qualified customers. Visit **www.seattle.gov/utilities** or call (206) 684-3000.

TIP:

Failure to pay your utility bill on time can result in eviction.

TIP:

Food scraps and recyclable items are not allowed in the garbage. All buildings should have separate containers for those items.



Utility Billing Protections

TIP:

Failure to report leaks, running toilets, and other service issues to the landlord promptly can make you responsible for some or all of the cost.

Puget Sound Energy

Puget Sound Energy (PSE) is the natural gas provider for the city. You can open an account in your own name. PSE has information on their website about programs to assist with bills, visit **www.pse.com** or call 1(888) 225-5773.

The City's *Third Party Billing Ordinance* protects renters who pay a landlord or a billing company for water, sewer, garbage, or electrical services in residential buildings with 3 or more units. If you do not get the required billing information or you think you are charged improperly, you should first talk to your landlord or the billing company.

BILL

Complaints of violations are made to the:

Office of the Hearing Examiner Seattle Municipal Tower 700 5th Ave Suite 4000 Seattle, WA 98104

You can contact the hearing examiner at (206) 684-0521 or e-mail **Hearing.Examiner@seattle.gov**

Learn more about the code:

http://www.seattle.gov/Documents/Departments/HearingExaminer/ ResidentialThirdPartyBillingQuestionsandAnswers.pdf

What should a tenant's utility bill include?

In some rentals, you pay for utilities (such as water) to the landlord or a billing company, rather than directly to the utility. The City's *Third Party Billing Ordinance* protects renters who pay a landlord or a billing company for water, sewer, garbage, or electrical services in residential buildings with 3 or more units.

What should a tenant's utility bill include?

- The name, business address, and telephone number of the landlord or third-party billing agent, whichever one sent the bill to the tenant
- The basis for each separate charge, including service charges and late fees, if any, as a line item, and the total amount of the bill
- If the units are sub-metered (each unit has its own meter), the current and previous meter readings, the current read date, and the amount consumed
- The due date, the date upon which the bill becomes overdue, the amount of any late charges or penalties that may apply, and the date upon which such late charges or penalties may be imposed
- Any past-due dollar amounts
- The name, mailing address, and telephone number for billing inquiries and disputes, the business hours and days of availability, and the process used to resolve disputes related to bills
- When billing separately for utilities, Landlords must: provide an explanation how the bill is calculated and common area utility costs are distributed; notify residents of changes to billing practices; make a copy of the building's utility bill available to tenants

Common Examples of Utility Billing

The way your utilities are billed should be explained in your rental agreement. Here are some common ways tenants pay for utilities.

Renting a single-family home with gas, electric, and water/sewer/ garbage accounts not included in rent.

Electric: Tenant has bill in their name, and pays the bill directly to SCL

Gas: Tenant has bill in their name, and pays the bill directly to PSE

Water, Sewer, Garbage: Bill is in property owner's name, but a copy of the bill is sent to the tenant, and the tenant pays the bill directly to SPU



Unit in an apartment building with utilities not included in rent.

Electric: Tenant has the bill in their name and pays the bill directly to SCL

Water, Sewer, Garbage: A third party company uses the information on the building's SPU bill and divides it proportionally to building units based on the number of people on the lease. The tenant pays their portion of the bill to the third party company.



WHILE YOU RENT

Both you and your landlord have rights and responsibilities according to your rental agreement, City regulations and State law. Most of these are common sense things and require all parties to act in good faith. In addition, State law requires that your landlord provide you with information from the Department of Health about mold and information about fire safety. Larger multi-family buildings must have a diagram showing emergency evacuation routes.

TIP: Keep in mind you have a business relationship with your landlord where both of you can be significantly impacted by the actions of the other person. Follow these important guidelines.

- Maintain your important documents such as the rental agreement, move-in checklist, and your Renter's Handbook
- Keep communication clear and respectful
- · Document important communications in writing



Landlord Duties

- Maintain the building and its structural components
- Make timely repairs
- Maintain common areas such as lobbies, stairs, and hallways
- Control pests
- Provide operating smoke and carbon monoxide detectors
- Provide secure entry locks and keys
- Provide common garbage, recycle, and food waste containers



• Pay rent on time and follow the rules of the rental agreement

- Keep the rental unit clean and sanitary
- Maintain smoke and carbon monoxide detectors
- · Prevent illegal or hazardous activity in the rental unit
- Observe quiet hours
- · Operate plumbing, electrical, and heating systems properly
- Dispose of garbage, recycle, and food waste properly

Good to Know!

Your landlord must provide an alternative payment method if you can't pay your rent electronically.

TIP: Remember to get a receipt for your rent it's your right.

Tenant Duties

Repairs

Your rental agreement should state clearly who you contact for emergencies and repair requests. Reporting needed repairs promptly is important as you could be held financially responsible for the damage caused by delayed repairs you failed to report.

State law requires you make a repair request in writing. It's a good practice to create a record of the repair request which then obliges the landlord to respond. You can also call the landlord if it helps expedite the issue, but make sure there is a written request as well.

The landlord is required to start repairs within:

- 24 hours if you are without water, electricity, or heat during the winter, or if there is a life/safety issue
- 72 hours if your appliances are not working or you have a major plumbing issue with your sink or bathtub
- 10 days for any other repair request

If your landlord does not respond or refuses to make a necessary repair, you can contact the Helpline at (206) 684-5700.

- For emergencies like no power or water, an inspector will try to inspect your unit on the same day or next business day and contact the landlord immediately
- For other issues, an inspector will call to make an appointment with you to inspect your unit for housing violations, usually within five to ten business days
- The inspector will then prepare a notice directing the landlord to make the repairs

While it may seem justified to withhold rent when your landlord is not responsive nor making necessary repairs, it is not advisable. Though the State's Residential Landlord Tenant Act discusses repair and deduct remedies for tenants, it is a very specific process and a big risk to withhold rent because the landlord might choose to evict for non-payment. Make a complaint to the City by calling the Helpline (206) 684-5700 and zconsult an attorney before exercising any rights that potentially jeopardize your tenancy

Adding Roommates

Seattle housing can be expensive and finding an affordable place to call home can be a real challenge. You can add roommates to your household which may help if you struggle to pay your housing costs.

Be cautious when adding a new roommate, it could prove complicated and difficult removing them if it does not go well. Remember, everyone who pays rent has rights whether they are on the rental agreement or not.

Additionally, your tenancy could be jeopardized if the landlord decides to evict your roommate. It's good practice to work with your landlord when you want to bring in a roommate.

Your can add:

- Immediate family
- One additional non-family roommate
- Immediate family of the additional roommate
- Any other roommates that the landlord agrees to
- Not to exceed legal occupancy standards

Immediate family is broadly defined to include:

Spouses, domestic partners, former spouses, former domestic partners, adult persons related by marriage, siblings, persons 16 years of age or older who are presently residing together or who have resided together in the past and who have or have had a dating relationship, and persons who have a parent-child relationship, including parents, stepparents, grandparents, adoptive parents, guardians, foster parents, or custodians of minors.

For purposes of this definition, "dating relationship" means a social relationship of a romantic nature. Factors a court may consider in determining the existence of a dating relationship include: (a) the length of time the relationship has existed; (b) the nature of the relationship; and (c) the frequency of interaction between the parties.

There are important steps and timelines you must follow to add a roommate. You must inform your landlord in writing within 30 days of adding someone to your household. Your landlord can screen the new household member using the same screening criteria originally used for your rental application.

- A non-family roommate (a) can be screened and (b) can be denied occupancy based on screening
- Immediate family (a) can be screened and (b) cannot be denied occupancy. Screening charges are allowed in compliance with the *Rental Agreement Regulation Ordinance* (SMC 7.24) and the state landlord tenant act.
- The landlord can require a non-family roommate to join the rental agreement with 30-days written notice.
- If the roommate does not join the rental agreement in 30 days, they must vacate within 15 days. (45 days total)
- Immediate family cannot be required to join a rental agreement nor be denied occupancy.

Except for a screening fee, no other move-in charges can be applied to the added household member. All original terms of the rental agreement remain the same.



Notices from Your Landlord

There are several kinds of notices you can receive from your landlord, some more urgent than others.

- Consider any written notice from the landlord important and worth your immediate attention. Review it right away and take quick action if necessary.
- Notices requiring action usually provide a short window of time to comply. Not responding in time may lead to serious consequences, such as eviction.
- Notices from your landlord must comply with City regulations.
- Notices that impact tenants' rights such as:
 - Notices to terminate, quit, comply and/or vacate
 - Notice to increase housing costs (rent etc.)
- Notices to enter must include the following language:

If you need help understanding this notice or information about your renter rights, call the Renting in Seattle Helpline at (206) 684- 5700 or visit the web site at **www.seattle.gov/** rentinginseattle.

• Notices that attempt to terminate a tenancy such as a 14 Day Pay or Vacate, 10 Day Comply or Vacate etc. must additionally include the following language:

<u>RIGHT TO LEGAL COUNSEL</u>: CITY LAW PROVIDES RENTERS WHO ARE UNABLE TO PAY FOR AN ATTORNEY THE RIGHT TO FREE LEGAL REPRESENTATION IN AN EVICTION LAWSUIT.



SEATTLE MUNICIPAL CODE (SMC 7.24.034) Fees for notices and late rent

To: Renters and Landlords in the City of Seattle

New rules for all landlord-issued notices as of June 6, 2023

No fees allowed for preparing a notice No fees allowed for delivering a notice Late fees for rent cannot exceed \$10 per month

For information about your renter rights, call the Renting in Seattle Helpline at (206) 684-5700 or visit the web site at **www.seattle.gov/rentinginseattle**

Since June, 2023 your landlord cannot charge you for preparing or delivering a notice and late fees are limited to \$10 a month.

Call the Helpline (206) 684-5700 if you would like assistance reviewing a notice. You can also call 2-1-1 for information about free or low-cost legal services. The next section discuss the most common types of notices.

Notice of a Housing Cost Increase

"Housing costs" include rent and any monthly fees you pay your landlord, like storage or parking. Utility charges based on usage are not included in this type of notice. If you already pay for utilities, but there is a change to a different billing company for example, your landlord is required to provide you with a 30-day notice to change your rental terms.

If you have a lease for a specific term, the landlord cannot change your housing costs for the duration. If your rental agreement gives you the choice to stay as a month-to-month tenant at the end of the term, and the landlord wants to increase your housing costs at that time, the landlord must send you a housing cost increase notice before the term expires.

- All housing cost increases require a minimum of 180 days' advance notice
- The notice must include required language (see pg. 36) about tenant rights and information
- Call the Helpline (206) 684-5700 to see if the increase notice is valid. Paying the new rent amount may imply you agree to the increase.
- Increases must coincide with the start of a rental period. For example, If your rent is due on the 1st and your landlord gives you a 180 day notice on January 5th, the earliest the increase could take effect would be August 1st.
- No increase is allowed if your rental unit does not meet the *Rental Registration and Inspection* Ordinance (RRIO). See **www.seattle.gov/rrio**. You must notify your landlord in writing and contact the Helpline to schedule an inspection before the increase goes into effect.

Economic Displacement Relocation Assistance ordinance (EDRA)

Income-qualified tenant households (at or below 80% AMI adjusted annually) whose housing costs are raised by 10% or more in a year, are eligible for relocation assistance to move.

Household	1	2	3	4	5	6	7	8
Income	\$70,650	\$80,750	\$90,850	\$109,000	\$117,050	\$125,150	\$133,200	\$125,800

- Households that apply must have a notice of housing cost increase dated July 1, 2022 (or later).
- The 10% increase can be a single increase or a combination of increases that take effect within the same 12 month period.
- Relocation assistance is approximately 3x monthly housing cost and is advanced by the City to qualified households.
- To learn more or to apply for EDRA visit www.seattle.gov/rentinginseattle/edra or call the helpline if you do not have access to the internet.

Notice of Changes to the Terms of Your Rental Agreement

If you signed a rental agreement for a fixed term, also known as a lease, the terms cannot change until the lease expires unless both you and your landlord mutually agree otherwise. If you have a month-to-month rental agreement, the landlord can change the terms with a notice 30 days before the start of a new rental period.

Changes might include rules around smoking, guests, or pets to name some examples. Any changes that increase your housing costs must comply with the housing cost increase notice requirements. See pg. 38.

Notice of Intent to Enter

Your rental agreement gives you the right to control access to your home. That means the landlord cannot enter without proper notice unless there is an emergency situation. The landlord has a right to seek access for repairs, inspections, or showing the unit to prospective tenants or contractors. Your landlord needs to give you:

- At least 2 days' notice for agreed upon or necessary repairs or inspections (minimum 48 hours)
- At least 1 days' notice for showing the unit (minimum 24 hours)

Notices to enter must include:

- The date the landlord wants to come in
- The earliest and latest time that they may arrive
- A telephone number you can call in case you need to reschedule

If the date or time does not work for you and you have a valid reason for not wanting to give the landlord access, you should provide dates and times that will work. Valid reasons might be that you have planned a family event in your home at that time or you want to be there during access and need more notice to take time off work.

Your landlord can issue you a 10 Day Notice to Comply if you fail to grant reasonable access.

TIP:

The law requires both parties to be reasonable and act in good faith. You and your landlord should make every effort to have clear, respectful communication. Consider the other person's needs, and find agreement on the reason, time, and manner to enter your home. Make sure you document the communication to show you have been co-operative.

In cases of an emergency, a landlord can enter the tenant's unit without notice. Examples of an emergency may include:

- A major plumbing leak
- A fire
- Police wellness check of the tenant (that requires the landlord to allow officers to enter the unit)



In cases of abandonment, a landlord can enter if they have given notice to enter and received no response after several attempts and evidence exists to reasonably indicate abandonment.

Evidence of abandonment include two or more of the following:

- · Your landlord has not received a rent payment
- Your mail has not been collected
- · Your utilities have been disconnected for non-payment



Notice to Comply or Vacate (10 Days)

A landlord will use a 10-day notice when you violate the rental agreement. Examples might include:

- Smoking in a non-smoking unit/building
- Keeping a pet when no pets are allowed
- Creating loud noise during quiet hours



The notice needs to state clearly what you have done to violate the rental agreement and what you need to do to comply with the notice. The 10-day period for compliance includes weekends.

• 3 or more 10-day notices within a 12 month period is just cause for termination of a month-to-month tenancy or non-renewal of your lease.

Notice to Pay or Vacate (14 Days)

A landlord will use a 14-day notice when rent, utilities, or installment payments are late. Those are the only charges permitted on this type of notice. It allows a very small window of time to pay what you owe.

- You should do whatever you can to pay within that time.
- If you anticipate not being able to pay your rent on time, it is usually best to let your landlord know beforehand. Your landlord may agree to a payment plan, the worst that can happen is that your landlord says no.
- If you need help with paying your rent, call 2-1-1 for a list of rent help resources. See pledges on pg. 42. If you can secure some financial help from a third party, it may also give you a little extra time.
- 4 or more 14-day notices within a 12 month period is just cause for termination of a month-to-month tenancy or non-renewal of your lease.

Tip:

Pay attention to the date rent is due on your rental agreement. Rent is usually due on the first of the month. It's common to see late fees assessed on the third or fifth day. This does not mean you get a "grace period" which is a common misconception some renters have. It just means you can't be charged a late fee until then. You can receive a 14-day notice any time after midnight of the day the rent is due. See late fee pg. 37

Notice to Quit for Waste Nuisance or Criminal Activity (3 Days)

A landlord will use this 3-day notice in very serious situations, like when criminal activity occurs on the property or severe damage is caused to the rental unit. There is no cure for this notice; the only way to comply is to move out or secure an attorney immediately to defend you in an eviction lawsuit.

Landlords must provide a copy of notices for criminal activity to the Seattle Department of Construction and Inspections. There needs to be clear evidence that this type of notice is appropriate for the circumstances.

Notice to Terminate Tenancy for Just Cause

There are specific just cause reasons a landlord can use to terminate a month-tomonth rental agreement in Seattle. The notice period required depends on the specific just cause.

The Just Cause Eviction Ordinance is discussed under the 'Moving Out' section pg. 46.



Notice of Intent to Sell

Owners of properties with two or more rented units, with at least one unit rented at 80% AMI (average median income) must notify Seattle Office of Housing of their intent to sell at least 90 days before listing the building.

The City, in partnership with the Seattle Housing Authority and community providers, can use the notification information to evaluate properties and deploy a range of property preservation tools, including incentives and acquisition.

This also provides notice to tenants who may be affected by the sale.

Visit www.seattle.gov/housing/intent-to-sell to learn more.

Pledges of Rent Assistance

If you are behind on rent and receive a 14-day notice to pay or vacate, your landlord must accept a written pledge of payment from a third party. A third party can be a church or a non-profit.

- The pledge must be in writing
- The pledge must be received before the 14-day notice expires
- The source must commit to paying the pledge within 5 days
- The source must not commit the landlord to anything other than providing information for payment
- The payment must be enough to allow you to become current on all costs on its own or in combination with other sources of income or subsidies

Good to Know!

There are additional state laws that require landlords accept pledges of assistance even after a 14- day notice expires right up through the eviction court process. These protections are not enforced by the City. (See RCW 59.18.410)

Domestic Violence Victim Protection

- Tenants experiencing domestic violence cannot be held liable for damages to their rental unit caused by their abuser.
- The tenant must provide documentation to the landlord that they or an occupant was a victim of domestic violence and the perpetrator caused the damage.
- The documentation must be signed by a qualified 3rd party Seattle Police Department, Licensed mental health professionals, domestic violence program advocates, clergy, social service case managers.



MOVING OUT

Most rental agreements will state how you must give notice to your landlord when you want to move out. If you are a month-to-month tenant, you need to inform your landlord in writing a minimum of 20 days before the end of the month you want to leave. For example, if you wanted to move out by July 31, the landlord must be in receipt of your notice not later than July 11.

Remember if you don't provide proper notice, you may be responsible for rent for the next monthly rental period.





If your landlord unexpectedly issues you a notice to terminate your rental agreement, review it right away. Notices given in the Seattle must comply with City regulations. For help to review your notice call the Helpline at (206) 684-5700.

- If you are a month-to-month tenant or you have a lease that automatically converts to a month-to-month agreement your landlord must give you a just cause reason to terminate your tenancy.
- If you have a terminating lease agreement, the landlord must make a reasonable renewal offer 60-90 days prior to the expiration date or give a just cause for non-renewal.

Good to know

landlords that share their home or live on the same property as their tenants have just cause to terminate a month-to-month tenancy with 20 days' notice and can decline to renew a lease when it expires.

Just Cause Eviction Ordinance

Seattle's *Just Cause Eviction Ordinance* prevents arbitrary eviction of renters. It requires landlords to have a legal reason or *just cause* to terminate to your month-to-month rental agreement or decline to renew your lease. Your landlord must give you a written notice commonly called a *Notice to Terminate Tenancy* and state the specific just cause. The amount of advance notice depends on the specific cause. Unless otherwise stated, a minimum of 20 days' notice before the end of the rental period is required. The following are the only just cause reasons your landlord can terminate your month-by-month rental agreement.

- Late rent: you receive a 14-day notice to pay or vacate and fail to comply.
- Habitual failure to pay rent on time. You receive 4 or more 14-day pay or vacate notices in the most recent 12 month period for late rent.
- Violation of your rental agreement: You receive a 10-day notice to comply with the rules of your rental agreement or vacate and you fail to comply.

- Habitual failure to comply with your rental agreement. You have received 3 or more 10-day notices to comply or vacate in the most recent 12-month period for failure to comply with the rules of your rental agreement.
- Your landlord or a member of their immediate family needs to move into your unit. This requires a 90-day notice. Your landlord can be required by the City to certify (sign a sworn declaration) if they use this just cause and you suspect they do not intend to occupy your unit or move a qualified family member in when you move out.
- Your landlord wants to sell the unit you rent. This requires a 90-day notice and only applies to single-family dwelling units, defined by City code as detached structures that contain one dwelling unit. If you live in a condo, apartment, duplex, triplex, or townhome, your landlord cannot use this as a just cause reason to end your rental agreement.
- Your occupancy of a unit depends on being employed on the property and your employment is terminated. This would typically apply to property managers who live on site.
- Your landlord rents a portion of their own home or an accessory dwelling unit to their own home and no longer wishes to share with you.
- Your landlord wants to substantially remodel your unit or the building where you live displacing you permanently. This requires your landlord to apply to the City for a relocation license which is approximately a 6-month process. The license requirements include giving you an information packet and paying you relocation assistance if your income is at or below 50% of the median income for King County.
- Your landlord wants to demolish the property where you live or change the use to non-residential. This requires a relocation license the same as displacement from a substantial remodel. See above.
- Your landlord wants to change the use of the building to non-residential. This requires a relocation license the same as displacement from a substantial remodel. See above.

- Your landlord wants to convert your unit to a condo or a co-op. These conversions require their own procedure under the *Condominium Conversion Ordinance and Co-op erative Conversion Ordinance* SMC 22.903.030 and SMC 22.903.035.
- Your landlord receives a notice of violation for housing standards in a permitted accessory dwelling unit and wants to discontinue renting it. The landlord must pay you relocation assistance in the amount of \$2,000 or the equivalent of 2 months' rent two weeks before you move out.
- Your landlord receives a notice of violation for an unauthorized housing unit, commonly called an "illegal unit," and must discontinue renting your unit. The landlord must pay you relocation assistance of either \$2,000 or the equivalent of 2 months' rent 2 weeks before you move out.
- Your landlord must reduce the number of renters in a dwelling unit to comply with the legal limit. This requires a 30-day notice and payment of relocation assistance of \$2,000 or the equivalent of 2 months' rent 2 weeks prior to move out.
- Your landlord is issued an emergency order by the City to vacate and close your housing unit due to hazardous conditions. The notice requirement depends on the specific circumstances of the emergency, but it is always a very short period of time. You may get relocation assistance if the emergency condition is found to be the landlord's responsibility. Relocation assistance is adjusted for cost of living each year.
- Your landlord issues you a 3 Day Notice to Quit for engaging in criminal activity on the property. The landlord must specify the crime and facts supporting the allegation in the notice of termination and provide a copy to the City.

Good to Know!

Your just cause rights cannot be waived. Any rental agreement that attempts to do so is unenforcable.

It is a violation of the *Just Cause Eviction Ordinance* for a landlord to rely on a just cause reason to end a rental agreement and fail to follow through, whether that means not moving into the unit, not listing it for sale, etc. Fines and penalties will apply, and renters have the right to sue for \$2,000 in damages in Small Claims Court.

Notices to terminate a tenancy must include specific language (see pg. 36) and information. If you receive a notice, contact the Helpline at (206) 684-5700 for help to determine if it is a proper notice.

Defenses to eviction

Winter Eviction

The winter eviction defense ordinance exists to protect vulnerable renters in Seattle from being made homeless during the coldest weather months. Between December 1st and March 1st moderate income households can rely on this defense to eviction except for the following:

- The landlord owns less than four rental units within the City of Seattle.
- The owner or a member of their immediate family needs to occupy the rental unit.
- The owner wishes to sell the rental unit.
- The City requires the owner to discontinue renting the unit (for various reasons). In some cases, displaced tenants are paid relocation assistance
- The owner issues a 3 Day Quit notice for criminal activity, nuisance/waste or for posing an imminent threat to health and safety and filed a copy with the City.

If you need help with rent or move-in assistance, call 2-1-1 for a comprehensive referral list to agencies with funds and other resources.

School Year Eviction

If your household has students (daycare - high school), educators, or educational support staff, you may raise this as a defense to eviction during the Seattle School District calendar year. The following exceptions apply:

- · The owner or their immediate family needs to occupy the rental unit
- The City requires the owner to discontinue renting the unit for various reasons (in some cases displaced tenants are paid relocation assistance)
- The City requires an owner to reduce the number of tenants in a unit.
- The owner issues a 3 Day Quit notice for criminal activity, nuisance/waste or for posing an imminent threat to healthy and safety

Covid-19 related economic hardship

* Experienced during the Civil Emergency period

Other Eviction Defenses

Exist in City code typically due to some failure by the landlord, such as failure to register the rental property, or failure to certify a just cause termination, as examples.



Unlawful Detainer

An eviction, or unlawful detainer, is the legal process a landlord must follow to ask a court to restore their possessory right to a rental unit. It is illegal for a landlord to attempt to evict a tenant without going through the unlawful detainer process. Actions like changing the locks, removing tenant's belongings, or disconnecting utilities are all strictly prohibited.

Before the court process can begin, the landlord must first give you a notice. The notice may attempt to end your rental agreement for just cause, collect late rent, or enforce the rules of your rental agreement. See types of notices on pg.36. If you fail to comply with a valid notice, the landlord can then proceed with an with an unlawful detainer lawsuit which asks the court to restore possession of the rental unit to the owner.

The landlord must attempt to serve you a court document called summons and complaint that explains the just cause reason or reasons they have to evict you. Often it will ask for legal costs in addition to the eviction order.

It is extremely important that you seek advice from a qualified attorney immediately after receiving a summons and complaint. The document will contain a deadline for your response. If you do not respond by that deadline, you could be evicted by default.

The City partners with the Housing Justice Project to provide a right to counsel for any tenant household being evicted that can't afford an attorney.

To access your right to counsel, you can contact HJP in four different ways: Complete an online form on www.kcba.org to request legal assistance. Call (206) 580-0762 to leave a message. Email hjpstaff@kcba.org. Visit the walk-in legal clinic M-F, 9am-12pm at the King County Courthouse in Seattle.

Return of Your Security Deposit

When you move out, you must return the rental unit to the same condition as when you rented, except for reasonable wear and tear. Reasonable wear and tear naturally occurs over time through normal usage. Examples are paint fading, scuff marks on linoleum, wear patterns on carpet, etc. Damage, on the other hand, generally occurs suddenly and as a result of negligence, misuse, or by accident. Examples are holes in the wall, broken windows, or burn marks on surfaces.

Your landlord must use the checklist you both signed at the time you moved in to determine if you are responsible for damage to the unit. The landlord is not required to do an exit walk-through with you, but you can ask for one if you think it's useful. It's always a good idea to take pictures of the unit to document the condition you returned it in, including cleanliness. If your landlord charged you for cleaning when you moved in, you cannot be charged for cleaning at move out. If you owe outstanding utility charges, your deposit may be used to cover those.

- 1. Your landlord has 30 days from your move-out to return your deposit and /or provide you with a statement specifying the basis for retaining any portion of your deposit. Be sure to return all keys to clearly signal that you are restoring possession to the owner.
- 2. If the landlord needs additional time to get quotes for repair or for a final utility bill to arrive, they must notify you within the 30-day period.
- 3. Your landlord must consider depreciated value when calculating deductions for damage. For example, the age, condition and useful life remaining of flooring, appliances etc. must be factored into assessing charges for damage.
- 4. It's your responsibility to provide your landlord a correct mailing address for your deposit refund. If you don't, the landlord must use your last known mailing address.

Final Thoughts

Our homes are fundamental to our sense of security and quality of life. Regulations and fair housing laws exist to protect your right to a safe and healthy environment where you are entitled to the quiet enjoyment of your home.

Having a positive business-like relationship with your landlord contributes to the stability of your rental agreement. Sometimes when conflicts arise, you may have reason to seek information, guidance and even intervention. The Renting in Seattle Helpline (206) 684-5700 is your valuable resource for help whether you are just looking for information or you are ready to make a complaint.

The City protects your ability to exercise your renter rights. Your landlord cannot prevent you from communicating and organizing with other tenants in your building, distributing leaflets or holding meetings. Retaliation by your landlord for exercising your housing rights is strictly prohibited and could result in fines, penalties and/or investigation.

We hope this Renter's Handbook is a useful reference tool. Being informed about your rights and responsibilities is important for the success of your renting experience. Everyone deserves a happy and healthy home.



Renter Resources

2-1-1

Clearinghouse for comprehensive information and referral to financial assistance, legal help, and housing advocacy resources in King County.

Be:Seattle

Provides renter bootcamps and grassroots tenant organizing. https://beseattle.org_ 206-487-4060

Housing Justice Project King County Bar Association

Provides legal representation for low-income tenants facing eviction. 516 Third Ave Suite W-314, Seattle, WA 98104 https://housingjusticeproject.org 206-580-0762

Interim Community Development Association

Provides homeless prevention and housing services for low-income Asian, Pacific-Islanders, immigrant and refugee communities. 601 S King St, Seattle, WA 98104

https://interimcda.org/ 206-623-5132

Queer Power Alliance

Promoting fair and equitable housing access for LGBTQIA community. Provides tenant education workshops and support.

https://queerpoweralliance.org/ 1200 12th Ave S Suite 1101, Seattle, WA 98144 206-395-6658

Solid Ground

Solid Ground works to keep people in their current homes through information, advocacy, case management and limited financial support. 1501 N 45th Street, Seattle, WA 98103

https://www.solid-ground.org/ 206-694-6700

Somali Community Services of Seattle

Non-profit organization that works to improve the quality of life for low-income families and members of the Somali refugee and immigrant community. 8810 Renton Ave S, Seattle, WA 98118

https://www.somcss.org/ 206-760-1181

Tenant Law Center Catholic Community Services of Western Washington

Provides legal services to low-income tenants facing eviction, subsidy termination and needing reasonable accommodation requests. 100 23rd Ave S, Seattle, WA 98144

https://ccsww.org/get-help/specialized-services/tenant-law-center/ 206-580-0762

Tenants Union of Washington

Provides tenant counseling services, political advocacy and tenant organizing help. 5425 Rainier Ave S, Suite B, Seattle, WA 98118

https://tenantsunion.org/ 206-723-0500

United Indians of All Tribes Foundation Homeless Prevention Program

Social service provider, community center, and cultural home for urban Indians. 5011 Bernie Whitebear Way, Seattle, WA 98199 (Discovery Park)

https://unitedindians.org_ 206 285 4425

Villa Comunitaria

Helps Latinx immigrants navigate the complexities of the United States immigration, housing, health, education, and legal system so they can thrive and prosper. 8201 10th Ave South, Suite 8, Seattle, WA 98108

https://villacomunitaria.org 206-767-7445

Washington Law Help

Free legal information and self-help court forms written by lawyers to guide you through the court processes of eviction and security deposit disputes

https://washingtonlawhelp.org/_

A

Accessibility 18 Adverse Action 14 Advertising 13 Affordable Housing 6 Application

Fair Chance Housing 12 First in Time 16 Get Ready To Rent 14 Holding Deposit 18 Income to Rent Ratio 17 Rental Housing Ads 11 Service Animals 19

Asbestos 9

В

Background Check

Fair Chance Housing 12 Screening Report 14, 24

С

Carbon Monoxide Detectors Landlord/Tenant Duties 32

Minimum Standards 9

Checklist

Deposit Return 51 Move-in 21 Cleaning Deposit Return 51 Move-In Charges 24 Common Areas 32 Criminal History 12, 13

D

Index

Disability

Accessibility 18 Service Animals 19 Source of income protection 11–12 **Development Displacement** 38,47

E

Eviction

Just Cause 41, 46–49 Unlawful Detainer Eviction 50 Defenses 49

F

Fair Housing

Discrimination 11 Service Animals 19

Fees

First in Time 16 Late Fees 28, 40 Move-In 24–25 Notice fees 37

G

Garbage

Billing 26–29 Landlord/Tenat Duties 32

Η

Holding Deposit 18 Housing and Building-Maintenance Code 8 Housing Choice Voucher

Discrimination 11 Seattle Housing Authority 6 Source of Income Protections 12

Housing Cost Increase 37, 38

1

Income to Rent Ratio

Calculation 17 Source of Income Protections 12

Installment Payments 25

L

Landlord Duties 32 Lead Paint 9 Lease - See Rental Agreement

Μ

Minimum Standards 8–9 Month-to-Month

Just Cause Eviction 46–49 Moving out 44 Notice From Your Landlord 37–41 Types of Rental Agreements 23

Move-In Charges

Adding Roommates 34 Installment Payments 25 Limits 24

Ν

Notice

Changes to the Terms of Your Rental Agreement 38 Comply or Vacate 40 Fee 36 Housing Cost Increase 37 Intent to Enter 38 Intent to Sell 41 Notice to Terminate Tenancy 46 Pay or Vacate 40, 42 Quit for Waste or Nuisance 41 Terminate Tenancy for Just Cause 41

0

Occupancy

Adding Roommates 34–35 Minimum Standards 10

Ρ

Pests 32 Pet Deposit 24–25 Puget Sound Energy 27

R

Reasonable Accommodation

Accessibility 18 Rental Housing Ads 11 Service Animals 19

Receipt

Holding Deposit to Secure Occupancy 18 Landlord/Tenant Duties 32 Rent Assistance pledges 43 Economic displacement 37 Increase 37 Payment 32 Receipt 32 Withholding 33 **Rental Agreement**

First in Time 16 Holding Deposit 18 Just Cause 46–49 Landlord/Tenat Duties 32–34 Moving In 21 Notices From Your Landlord 37–41 Types of 23–24 Unlawful Detainer 50 Utility Billing 26–27

Rental Registration

Requirements 10

Repairs

Landlord/Tenant Duties 32 Notice to Enter 38

Rights

Tenant Organizing 52 To Legal Counsel 36

S

Screening

Adding Roommates 34 Fees 24 First in Time 16 Holding Deposit 18 Report 11–14

Seattle City Light 26 Seattle Housing Authority Affordable Housing 6

Is the Unit Registered? 10 Seattle Public Utilities 26 Security Deposit

Holding Deposit 18 Installment Payments 25 Move-In Charges 24 Return 51 The Move-in Checklist 21

Service Animals 19 Smoke Detectors

Landlord/Tenant Duties 32 Minimum Standards 9

Source of Income 12

T

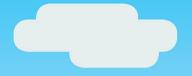
Third Party Billing 27-28

U

Utilities 26-29

Notes					

Notes



HELPLINE: (206) 684-5700 www.seattle.gov/rentinginseattle



Guide Property Management LLC

1500 Westlake Ave N • Suite 212 • Seattle, WA 98109 (206) 737-8171

24

Seattle_Renter_s_Handbook_2024.pdf

X Lessee

City of Everett

02/24/2025

Date Signed

Guide Property Management LLC



1500 Westlake Ave N • Suite 212 • Seattle, WA 98109 (206) 737-8171

25 Sign and Accept

25.1 SIGN

Accept

XG

Lessee

02/24/2025

City of Everett

Date Signed

X Aimee Hilton

Lessor

02/21/2025

Date Signed

Harborview Tower Apt Lease Renewal_2.11.25_SD

Final Audit Report

2025-02-24

Created:	2025-02-13
By:	Ashleigh Scott (AScott@everettwa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAANgDOqcRuqsq1lv8adBHoTtNNrgC1JrYR

"Harborview Tower Apt Lease Renewal_2.11.25_SD" History

- Document created by Ashleigh Scott (AScott@everettwa.gov) 2025-02-13 - 10:08:25 PM GMT
- Document emailed to Dave DeMarco (ddemarco@everettwa.gov) for approval 2025-02-13 - 10:27:17 PM GMT
- Email viewed by Dave DeMarco (ddemarco@everettwa.gov) 2025-02-19 - 2:19:41 PM GMT
- Document approved by Dave DeMarco (ddemarco@everettwa.gov) Approval Date: 2025-02-19 - 2:19:49 PM GMT - Time Source: server
- Document emailed to Aimee Hilton (aimee@guidepm.com) for signature 2025-02-19 2:19:59 PM GMT
- Email viewed by Aimee Hilton (aimee@guidepm.com) 2025-02-21 - 10:45:25 PM GMT
- Document e-signed by Aimee Hilton (aimee@guidepm.com) Signature Date: 2025-02-21 - 10:45:43 PM GMT - Time Source: server
- Document emailed to Tim Benedict (TBenedict@everettwa.gov) for approval 2025-02-21 - 10:45:53 PM GMT
- Email viewed by Tim Benedict (TBenedict@everettwa.gov) 2025-02-21 - 10:48:01 PM GMT
- Document approved by Tim Benedict (TBenedict@everettwa.gov) Approval Date: 2025-02-21 - 10:51:39 PM GMT - Time Source: server

EVERETT WASHINGTON Powered by Adobe Acrobat Sign

- Document emailed to Cassie Franklin (cfranklin@everettwa.gov) for signature 2025-02-21 10:51:48 PM GMT
- Email viewed by Cassie Franklin (cfranklin@everettwa.gov) 2025-02-24 - 3:29:29 PM GMT
- Document e-signed by Cassie Franklin (cfranklin@everettwa.gov) Signature Date: 2025-02-24 - 3:31:32 PM GMT - Time Source: server
- Document emailed to Ashleigh Scott (AScott@everettwa.gov) for approval 2025-02-24 - 3:31:43 PM GMT
- Document approved by Ashleigh Scott (AScott@everettwa.gov) Approval Date: 2025-02-24 - 5:45:02 PM GMT - Time Source: server
- Agreement completed. 2025-02-24 - 5:45:02 PM GMT

