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Bellingham, WA 98225

Bellingham & Whatcom County Housing Authorities

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PUBLIC HOUSING LEASE AGREEMENT

RESIDENT NAME(S):

ADDRESS OF RESIDENCE:

UNIT NO.: (the "Unit")

BEDROOM SIZE:

EFFECTIVE LEASE DATE:

ANNUAL REVIEW DATE:

MOVE-IN COSTS

Base Rent: _____
Security Deposit: _____
Pet Deposit: _____

RENT AND OTHER PERIODIC CHARGES

Base Rent: _____
Rent Payable To: Bellingham Housing Authority
Post Office Box 1707
Bellingham, WA 98227-1707

Utility Charges: _____

Due Date: _____

Late Fee: \$0

Insufficient Funds Fee: Equal to the actual costs incurred by BWCHA imposed by its financial institution.

Lease Violation: \$25 for Repeated Lease Violations, not to exceed \$75 in any given month.

Maintenance Charges: Charged in accordance with BWCHA's approved Maintenance Schedule of Charges.
Charges outside of this schedule will be charged at actual charge.

1. LEASE OF RESIDENCE

- a. The parties to this Agreement are the Bellingham/Whatcom County Housing Authority ("BWCHA"), and _____ ("Tenant"). BWCHA leases to Tenant(s) the Unit as listed above, in the project known as _____ (the "Housing Development").
- b. The term of this Lease shall be from _____ to _____. Unless otherwise modified or terminated in accordance with this Lease or the United States Department of Housing and Urban Development ("HUD") regulations, tenancy is for one year and will automatically be renewed for successive terms of one calendar year.
- c. Occupancy of the residence is limited to the following Members of Tenant's Household:

Name	Relationship

Tenant must obtain advanced written approval of BWCHA for any additions to the Household Members named on the Lease, including Live-in Aides and foster children, but excluding natural births, adoptions, and court awarded custody. Such approval will be granted only if the new Household Members pass BWCHA's screening criteria and a unit of the appropriate size is available. Permission to add Live-in Aides and foster children shall not be unreasonably refused. Tenant must wait for BWCHA's approval before allowing additional persons to move into the Unit.

Tenant shall inform BWCHA of any new Household Members resulting from natural birth, adoption, or court-ordered custody within 14 days of the change in the Household. Tenant does not need to obtain approval from BWCHA for the addition of any new Household Members resulting from natural birth, adoption, or court-ordered custody.

Any person added to the Household in violation of this section is considered an unauthorized occupant. Failure on the part of Tenant to comply with this Section of the Lease is a serious violation of the material terms of the Lease for which BWCHA may terminate tenancy.

- d. Tenant shall have the right to exclusive use and occupancy of the Unit for Tenant and other Household Members listed on the Lease.
- e. Tenant understands and agrees that BWCHA enters into this Lease in reliance upon the representations and statements made by Tenant as to Tenant's income, family composition and housing need in Tenant's signed application. Tenant hereby agrees to rent from BWCHA the Unit indicated above, according to the terms and conditions attached to this Lease or posted on BWCHA property, and the ***BWCHA Admission and Continued Occupancy Policy***, all which are incorporated in this Lease by reference.
- f. Tenant acknowledges that the Unit, the Housing Development, and BWCHA property is not a security complex. BWCHA makes no representation or warranty that the Unit, the Housing Development, or BWCHA property is secure from theft or any other criminal act perpetrated by any other tenant or person.

2. RENT

a. Tenant shall pay BWCHA monthly rent of \$ ____ ("Rent"). Rent is due on or before the first (1st) day of each calendar month beginning _____. The pro-rated Rent payment for the period from _____ to _____ is \$ ____ and is due at the time this Lease is executed. Tenant shall pay Rent by personal check, money order, or cashier's check. **For security reasons, BWCHA shall not accept cash payment of Rent.**

b. Payment Location: Rent and other charges will not be accepted at BWCHA offices. Tenant shall mail all payments to:

Bellingham Housing Authority
Post Office Box 1707
Bellingham, WA 98227-1707

If Tenant fails to pay monthly Rent by the fifth (5th) business day of each calendar month, then Rent is delinquent and Tenant is in material breach of this Lease. If Rent is not postmarked or paid in full by the fifth (5th) business day of each calendar month, Tenant shall pay BWCHA a late rent charge of \$10.00 or 2% of past due monthly rent, whichever is less.

c. Payments by Tenant will be applied in the following order:

- i. Any unpaid rent owed by Tenant;
- ii. Tenant's security deposit;
- iii. Any maintenance, utilities, and legal costs;
- iv. Any late fees incurred by Tenant.

d. BWCHA shall collect from Tenant a fee equal to amount the actual costs charged to BWCHA by its financial institution anytime a check is not honored by a bank for payment or is returned due to insufficient funds ("NSF Fee"). In addition to the NSF Fee charge, BWCHA may require Tenant to make all future Rent payments by money order or cashier's check.

e. Rent shall remain the amount listed in this Section unless adjusted by BWCHA in accordance with this agreement and HUD regulations. Regular redeterminations will occur at annual renewal and interim redeterminations in accordance with the terms of this Lease and **BWCHA's Admissions and Continued Occupancy Policy**.

3. SECURITY DEPOSIT

a. Tenant shall deposit with BWCHA a security deposit of \$ ____ (the "Security Deposit") as security for the full and faithful performance by Tenant of the terms and conditions of this Lease. The Security Deposit shall be held by BWCHA in trust in an account maintained at US BANK, located at 121 W Holly St, Bellingham, WA 98225. Any interest on the Security Deposit shall belong to BWCHA. Tenant does not have the right to apply the Security Deposit to payment of the last month's Rent.

b. If Tenant elects to pay the Security Deposit in installments, Tenant shall make the installment payments as outlined in the **BWCHA Security Deposit Installment Agreement** enclosed herewith. It is a material breach of this Lease if Tenant fails to pay any installment payment for the Security Deposit on the required due date and will result in BWCHA issuing a Pay or Vacate Notice.

c. In the event of default under the terms of this Lease, BWCHA may apply the Security Deposit toward any such default, including without limitation, failure to timely pay Rent or failure to timely pay any utility charges. If BWCHA uses any portion of the Security Deposit pursuant to this paragraph during the term of the Lease, Tenant shall be obligated to replenish the Security Deposit within sixty (60) calendar days after BWCHA provides

notice to Tenant of use of the Security Deposit. Failure to replenish the Security Deposit shall be a default under the terms of this Lease.

- d. If Tenant, or anyone in the Unit or on BWCHA property as a result of Tenant, causes damage to the Unit or BWCHA property, BWCHA shall be entitled to deduct from the Security Deposit all amounts reasonably necessary to repair such damage. BWCHA may deduct costs for repair of damages at any time during the Lease term. If BWCHA uses any portion of the Security Deposit pursuant to this paragraph during the term of the Lease, Tenant shall be obligated to replenish the Security Deposit within sixty (60) calendar days after BWCHA provides notice to Tenant of use of the Security Deposit. Failure to replenish the Security Deposit shall be a default under the terms of this Lease.
- e. Upon termination of tenancy and/or the Lease, BWCHA has the right to apply the Security Deposit to remedy damages suffered or cost incurred by BWCHA due to any of the following:
 - i. To pay the cost of any rent or any other charges owed by Tenant at the termination of tenancy and/or this Lease, including without limitation, all cost for maintenance and repairs and unpaid utilities.
 - ii. To reimburse BWCHA for costs, including but not limited to, cleaning, removing items, and repairing any intentional or negligent damages to the Unit or BWCHA property caused by Tenant, Household Members, or guests. No refund of the Security Deposit will be made until Tenant has vacated, and BWCHA has inspected the Unit.

The return of a Security Deposit (if any) shall occur within 30 days after Tenant moves out or BWCHA has learned of abandonment. If any deductions are made, BWCHA will furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit. The refund and statement of charges will be mailed to Tenant's last known address. If such costs, charges, expenses, or damages exceed the amount of the Security Deposit, Tenant will immediately pay the difference and shall remain obligated for such excess charges, expenses, or damages after any termination of the Lease. If multiple adult Tenants are listed on the Lease, each Tenant shall be jointly and severally liable for any charges, expenses, or damages which exceed the amount of the Security Deposit. If Tenant vacates the Unit and owes a balance for any of the above reason, Tenant will not be eligible for re-admission to this, or any other housing program administered by BWCHA, until all outstanding charges have been paid in full.

- f. If Tenant or Tenant's estate disputes the deducted charges, Tenant or Tenant's estate may file a grievance pursuant to BWCHA procedures.

4. UTILITIES

- a. Tenant shall pay for all utilities not furnished by BWCHA, and Tenant shall pay for all other utilities or services received by Tenant. BWCHA provides the following utilities as part of the rent:
☒Electricity ☐ Gas ☒ Heat ☒ Water ☒ Sewer ☒ Garbage
- b. If Tenant resides in a development where BWCHA does not supply electricity, natural gas, heating, water, sewer service or garbage removal, BWCHA shall establish an allowance for utilities Tenant pays directly to the utility supplier (the "Utility Allowance") appropriate for the size and type of dwelling unit. BWCHA will provide Tenant with a monthly Utility Allowance in the amount of \$N/A, for the following utilities paid directly by Tenant to the Utility supplier:
(\$N/A) Electricity (\$N/A) Gas (\$N/A) Heat (\$N/A) Water (\$N/A) Sewer (\$N/A) Garbage

If the Utility Allowance exceeds the total payment made by Tenant, BWCHA will refund any excess balance directly to Tenant ("Utility Reimbursement"). If Tenant's actual utility bill exceeds the Utility Allowance, Tenant shall be responsible for paying the difference between the Utility Allowance and the actual utility bill to the

Utility supplier. Failure to retain utility service or failure to make utility payments is a material breach of this Lease.

- c. BWCHA may change the Utility Allowance at any time during the term of the Lease, and shall give Tenant sixty (60) calendar day's written notice of the revised Utility Allowance along with any resultant changes in Rent or Utility Reimbursement. Tenant will be given a thirty (30) calendar day period to comment on the proposed revisions.
- d. Tenant agrees not to waste the utilities provided by BWCHA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. Tenant also agrees to furnish heat sufficient to prevent damage to the Unit. If, for any reason, Tenant is unable to maintain sufficient heat, Tenant shall immediately notify BWCHA.
- e. BWCHA will not be responsible for failure to furnish utilities because of any cause beyond its control.

5. OTHER CHARGES

- a. Tenant shall pay other reasonable charges ("Other Charges") beyond normal wear and tear for repair or damage to the Unit or for unauthorized alteration to the Unit or common areas caused by Tenant, other Household Members, or guests. Other Charges shall be billed in accordance with the Schedule of Maintenance Charges as adopted by BWCHA or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to BWCHA for the labor and materials needed to complete the work and if overtime work is required, overtime rates shall be charged.
- b. BWCHA will accept payments of Other Charges separately from payments of Rent owed by Tenant. The failure of Tenant to pay Other Charges when due will constitute a material breach of the Lease. Other Charges will be due and payable two weeks after the Notice of Charges.

6. REDETERMINATION OF RENT AND OCCUPANCY

- a. Once a year, or more frequently as requested by BWCHA, Tenant, who elects to pay income-based rent, must provide BWCHA with a true and complete written verification of all family income including anticipated income from all sources, family composition, and any other information deemed pertinent by BWCHA, which will be reviewed by BWCHA to determine whether Rent being paid should be changed and/or if Tenant is still eligible for continued occupancy in the Unit. Tenant electing to pay "flat rent," and Tenant receiving a fixed income including but not limited to social security and Supplemental Security Income ("SSI"), shall have their incomes reexamined at least every three (3) years. If household composition changes requiring a change in Unit size, Tenant agrees to transfer to an appropriate size dwelling unit based on household composition upon one transfer offer by BWCHA. If Tenant refuses or fails to transfer to an appropriate size dwelling unit based on household composition (except for good cause refusal as set forth in the ***BWCHA Admissions and Continued Occupancy Policy***, such refusal shall be a material breach and BWCHA may terminate the tenancy. Each review and redetermination of Rent and occupancy in the Unit will be made in accordance with approved ***BWCHA Admissions and Continued Occupancy Policy*** which is incorporated into this Lease by reference.
- b. Failure on the part of Tenant to supply the required review paperwork when requested or misrepresentation of any required information is a material breach of the Lease and may result in termination or retroactive rent charges.
- c. BWCHA may begin processing the review prior to making a determination of whether or not to renew Tenant's Lease. BWCHA's action to begin the review shall not be deemed a waiver by BWCHA of its right to refuse renewal of a Tenant's Lease.

- d. Tenant shall have the continuing obligation to advise BWCHA of any change in circumstances relating to any information required to be provided, including income. All changes in household composition must be reported to BWCHA within fourteen (14) calendar days of the occurrence. Failure to report within the 14 calendar days may result in a retroactive rent charge. BWCHA will conduct Interim Redetermination's as detailed in the ***BWCHA Admissions and Continued Occupancy Policy***.
- e. Any Rent adjustment required as a result of the review will be completed in accordance with the ***BWCHA Admissions and Continued Occupancy Policy***. BWCHA shall give written notice to Tenant prior to any adjustment in Rent. The notice shall state the new amount of Rent due each month, and the commencement date from which the new amount of Rent is due. Rent redeterminations are subject to the Administrative Grievance Procedure provided in the ***BWCHA Admissions and Continued Occupancy Policy***. The notice shall also state that Tenant may ask for an explanation of how the amount is computed by BWCHA. If Tenant asks for an explanation, BWCHA shall respond in a reasonable time.
- f. Retroactive Rent:

If a Tenant fails to report a change within the required time frames, or fails to provide all required information within the required time frames, the increase will be made effective on the first of the month after documentation is received. Tenant will be required to reimburse BWCHA for the difference between Rent that was paid and the payment that would have been required if reported timely. Tenant may be offered a repayment agreement.
- g. Notice:
 - i. BWCHA shall give Tenant thirty (30) calendar days advance notice of a Rent increase. The effective date of such increase shall be the first day of the month following the end of the 30-day period, except for an increase due to a change in utility allowance.
 - ii. In the case of a Rent decrease, the adjustment will become effective on the first day of the month.

7. TENANT OBLIGATIONS

Tenant shall comply with all rules and regulations now established or hereafter adopted or modified by BWCHA which include, but are not limited to, the ***BWCHA Admissions and Continued Occupancy Policy*** and Tenant Obligations. Tenant has the duty and obligation under this Lease to comply with the duties listed in this section, the breach of which shall constitute a material breach of the Lease.

- a. Tenant shall not to assign the Lease or sublease the Unit. Sublease includes, without limitation, Tenant receiving payment to cover Rent and utility costs by an adult living in the Unit who is not listed as part of Tenant's Household.
- b. Tenant shall not provide accommodation to boarders or lodgers.
- c. Tenant shall obtain BWCHA's prior written approval for the presence of any person not identified in Section 1(c) of this Lease as a Member of Tenant's Household who occupies the Unit for over fourteen (14) consecutive days or a total of thirty (30) days within any twelve (12) month period. Any guest that stays over the permitted time frames listed above without BWCHA's prior written approval will be considered unauthorized occupants.
- d. Tenant shall use the Unit solely as a private dwelling for Tenant and Tenant's Household and not to use or permit its use for any other purpose.

- e. Tenant shall abide by and assure Household Members and guests abide by all necessary and reasonable rules and regulations, including the ***BWCHA Admissions and Continued Occupancy Policy***, established for the benefit and well-being of the Housing Development and BWCHA's tenants. These regulations are available in BWCHA's administrative office, on BWCHA's website and incorporated into this Lease by this reference. Violation of any regulation constitutes a breach of the Lease.
- f. Tenant, Household Members, guests, and anyone else under Tenant's control shall comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Tenant, Household, and other BWCHA tenants.
- g. Tenant shall keep the Unit and such other areas including rear yards and/or patios as may be assigned to Tenant for Tenant's exclusive use, in a clean, sanitary, and safe condition, comply with housekeeping standards and to promptly notify BWCHA whenever repairs to Tenant's Unit is required. Tenant's obligation under this paragraph shall include, but is not limited to: cleaning windows, walls, floors, cabinets, refrigerators, ranges and ovens; and keeping any assigned yard area neat and clean (including mowing lawn areas, weeding beds and watering as necessary). In addition, Tenant shall keep the front and rear entrances and walkways free from hazards and trash and the yard free of debris and litter. Tenant shall keep patios, porches, landings, and other similar exterior areas in exclusive control of Tenant clean and tidy, and be clear of clutter, garbage, and debris. Patios, porches, landings, and other similar exterior areas shall not be used by Tenant for storage of personal items. Tenant is only allowed to keep patio approved furniture on patios, porches, landings, or other similar exterior areas in exclusive control of Tenant.
- h. **TENANT SHALL NOTIFY BWCHA PROMPTLY OF KNOWN NEED FOR MAINTENANCE OR REPAIRS TO THE UNIT.** Tenant shall notify BWCHA of known unsafe or unsanitary conditions in the Unit or in common areas and grounds of the Housing Development, or elsewhere on BWCHA property. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.
- i. Tenant shall dispose of all garbage, rubbish, and other waste from the Unit in a sanitary and safe manner only in containers approved or provided by BWCHA. Tenant shall refrain from, and cause Members of Tenant's Household or guest to refrain from, littering or leaving trash and debris in common areas or elsewhere on BWCHA property. This includes leaving trash alongside the trash receptacles.
- j. Tenant, Household Members, guests, and anyone else under Tenant's control shall use only in reasonable and safe manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators. Tenant shall not use any apparatus for heating (space heaters, etc.) except for apparatuses provided by BWCHA or after first obtaining written consent of BWCHA.
- k. Tenant shall refrain from, and to assure Household Members, guests, and anyone else under Tenant's control refrain from destroying, defacing, damaging, or removing any part of Unit or other BWCHA property.
- l. Tenant shall pay reasonable charges (other than for ordinary wear and tear) for the repair of damages to the Unit, Housing Development, buildings, facilities, or common areas which are caused by Tenant, Household Members, guests, or anyone else under Tenant's control. Charges are imposed according to the Schedule of Charges posted at BWCHA office.
- m. Tenant shall act and assure Household Members, guests, or anyone else under Tenant's control act in a manner that will not disturb other tenants' peaceful enjoyment of their accommodations; and be conducive to maintaining all BWCHA properties in a decent, safe, and sanitary condition.
- n. Tenant shall refrain from, and assure Household Members, guests, and anyone else under Tenant's control refrain from the following:

- i. Committing a crime that subjects a Tenant or a Household Member to a lifetime sex offender registration requirement imposed by a state sex offender registration program.
 - ii. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of other tenants, BWCHA employees or the public.
 - iii. Any drug-related criminal activity on the Housing Development premises. For the purposes of this Lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act –21 U.S.C. Section 802, as currently enacted or hereafter amended. This includes but is not limited to marijuana and the manufacture of methamphetamine (“Meth”) in the Unit or on the premises of BWCHA. Tenant acknowledges receipt and execution of **BWCHA Drug-Free Housing Policy** and the **Methamphetamine Monitoring and Remediation Policy & Procedures**, which are incorporated into this Lease by Reference.
 - iv. Illegal use of a drug or abuse or pattern of abuse of alcohol or marijuana that interferes with the health, safety, or right of peaceful enjoyment of other BWCHA tenants by Tenant or Household Members.
 - v. Acting or speaking in an abusive or threatening manner toward neighbors, other tenants and BWCHA staff.
 - vi. Allowing individuals who have been trespassed from BWCHA property onto BWCHA property.
 - vii. Displaying, using, possessing, or allowing Members of Tenant's Household or guests to display, use or possess, any illegal firearms, (operable or inoperable) or other illegal weapons as defined by the laws and courts of the State of Washington, or discharge any firearms, fireworks, pellet gun, BB gun, slingshot, bow and arrow, or any other instrument or device capable of launching a projectile of any type anywhere on BWCHA property.
 - viii. Storing or keeping highly volatile or flammable materials in the Unit or on BWCHA property, except with prior written approval from BWCHA. Tenant shall take reasonable precautions to prevent fires caused by, but not limited to, carelessness or unattended cooking.
- o. Tenant shall make no alterations, repairs or additions, including but not limited to: installing additional equipment or major appliances, painting, hanging wallpaper, changing locks, installing new locks on exterior doors, using no nails, tacks, screws, brackets, or fasteners on any part of the Unit (a reasonable number of picture hangers accepted) without the prior written approval of BWCHA.
 - p. Tenant shall not have a waterbed(s) in the Unit.
 - q. Tenant shall only use Barbecues and Grills within designated areas. Use of Barbecues and Grills, in or outside of the Unit, other than in common areas designated by BWCHA for Barbecues and Grills, is prohibited and constitutes a material breach of the Lease.
 - r. Tenant shall refrain from mounting, erecting, or hanging satellite dishes, radio, or television antennas on any part of the Unit, the Housing Development or BWCHA Property, without the prior written approval of BWCHA.
 - s. Tenant shall refrain from placing signs, placards, or banners of any type in or about the Unit except those allowed under applicable zoning ordinances and then only after having received prior written permission of BWCHA.
 - t. Tenant shall not keep any animals inside or outside the Unit unless permitted by the **BWCHA Admissions and Continued Occupancy Policy** or by State or Federal law, and, in the case of a pet, only after BWCHA and Tenant sign a **Pet or Service Animal Agreement** as an Addendum to this Lease.
 - u. Tenant shall only be allowed to park one (1) operable, passenger vehicles validly licensed in the name of Tenant only in designated areas at the Housing Development. Tenant may seek prior written approval from BWCHA for additional vehicles. Guests shall park only in designated parking areas which are not otherwise assigned to

residences. Tenant shall not allow guests to park in a manner which prohibits other tenants from access to designated areas closest to their Unit. Tenant shall not park any trailers, boats, commercial vehicles, truck campers, or other recreational vehicles at the Housing Development or on BWCHA property, except with prior written approval from BWCHA. Inoperable vehicles, unlicensed vehicles with expired registration, disabled vehicles of any kind, or vehicles that habitually leak oil or other hazardous substances shall not be parked at the Housing Development or elsewhere on BWCHA property, except with prior written approval from BWCHA. Any vehicle on BWCHA property in violation of these policies will be towed and removed from BWCHA property at Tenant's expense. Vehicles that are not operable, do not have current license tabs, are parked in areas not designated for vehicles or are deemed dangerous by BWCHA are subject to towing at the vehicle owner's expense. In addition, vehicles that have not moved in fourteen (14) calendar days will be considered abandoned and are subject to tow at the vehicle owner's expense. Tenant shall not wash vehicles or conduct automobile repairs and maintenance at the Housing Development or elsewhere on BWCHA property.

- v. Tenant shall clean the Unit and all equipment included with the Unit during tenancy (including drapes, blinds, appliances, and carpet, where furnished) immediately prior to vacating and shall return the Unit to BWCHA in as clean and sanitary condition as when Tenant took possession.
- w. Tenant shall remove any personal property left on BWCHA property when Tenant leaves, abandons or surrenders the Unit. Personal property left in the Unit after Tenant leaves, abandons, or surrenders the Unit to BWCHA shall be considered abandoned and will be disposed of by BWCHA according to the provisions of the Washington Residential Landlord Tenant Act – Chapter 59.18 RCW and as otherwise permitted by law. Costs for storage and disposal shall be assessed against Tenant.
- x. Tenant shall refrain from and to assure Household Members and guests refrain from smoking or vaping in the Unit or on BWCHA property except in areas designated by BWCHA. BWCHA Housing Developments are non-smoking.
- y. Tenant shall:
 - i. Not commit any fraud, including but not limited to: the misrepresentation of family income, asset or household composition, in connection with any Federal housing assistance program; and
 - ii. Not receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the Lease.
- z. Tenant shall pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.
- aa. Tenant agrees to pay Rent and other payments when due. Failure to pay Rent as outlined in Section 2 of the Lease - Rent, or four (4) repeated late payments (which shall be defined as failure to pay the amount of Rent or other charges due by the fifth business day of each calendar month) within a 12-month period shall constitute a material breach of this Lease.
- bb. Tenant shall supply true and correct information, in a timely fashion, for any certification, release, information, or documentation on family income or composition needed to process annual reexaminations or interim redeterminations.
- cc. Tenant shall not cause serious or repeated damage to the Unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of BWCHA property.
- dd. Tenant shall refrain from and assure that Household Members, guests, or other persons under Tenant's control refrain from interfering with the job responsibilities of authorized vendors, service personnel, or representatives of BWCHA.

- ee. Tenant shall physically occupy the Unit as Tenant's primary place of residence. Although Tenant continues to pay Rent and utilities, Tenant may not be absent from the Unit more than one hundred eighty (180) days without losing Tenant's rights to tenancy. Tenant may make a written request to BWCHA to have a longer absence approved. BWCHA has the full discretion of approval for such a request, and BWCHA will make determinations on case-by-case basis.
- ff. Tenant shall notify BWCHA of any Household Member that will be absent from the Unit for a period greater than thirty (30) calendar days. Tenant shall notify BWCHA within fourteen (14) calendar days of the start of the absence.
- gg. Tenant shall refrain from the use of the Unit address for any purpose by a non-Household Member.
- hh. Tenant shall allow BWCHA, upon advanced notification pursuant to Section 14 of this Lease – BWCHA Entry of Unit During Tenancy, to enter the Unit in order to complete fumigation for the control of vermin and/or roaches, or to perform repairs, maintenance, or other services such as painting or rehabilitation work. Tenant further agrees to have the Unit prepared on said date and time for repairs, maintenance, or other services and/or work.
- ii. Tenant shall maintain a noise level that will not disturb neighbors and to observe quiet hours in accordance with the City of Bellingham's noise ordinance, between the hours of 10 PM to 7 AM.
- jj. Tenant agrees that common areas, including laundry rooms, computer labs and community rooms are for the use of tenants only. Individuals assisting Tenant with these tasks should be accompanied by Tenant. Any personal property left in common areas is subject to removal at BWCHA discretion.
- kk. Tenant acknowledges they are subject to compliance with the Housing Opportunity Through Modernization Act of 2016 (HOTMA), families whose income exceeds 120 percent of the area median income for two consecutive years are no longer eligible for the public housing program and must vacate the Unit upon proper notice to vacate from BWCHA.

8. BWCHA OBLIGATIONS

BWCHA shall:

- a. Maintain the Unit and the project in decent, safe, and sanitary condition.
- b. Comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.
- c. Make necessary repairs to the Unit.
- d. Keep Housing Development buildings, facilities, and common areas, or other BWCHA property open to Tenant but not reserved for the exclusive use of Tenant, in a clean and safe condition.
- e. Maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied by BWCHA.
- f. Provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of Tenant and Tenant's Household) for the deposit of garbage, rubbish, and other waste which must be removed from the Unit by Tenant as provided in Section 7 of this Lease – Tenant Obligation.

- g. Supply running water and reasonable amounts of hot water and reasonable amount of heat as required by seasonal weather conditions, except where the building that includes the Unit is not required by law to be equipped for such purpose, or where heat or hot water is generated by an installation which is in the exclusive control of Tenant and is supplied by a direct utility connection.
- h. Publicly post in a conspicuous manner in BWCHA Management Office all rules and regulations and schedules incorporated by reference in this Lease, and to furnish copies thereof to Tenant upon request. Upon written request by Tenant, BWCHA will provide one replacement copy of the Lease free of charge during the tenancy. Any additional copies of the Lease will be provided to Tenant only after payment to BWCHA for the reasonable charge for making copies.
- i. Notify Tenant of any proposed adverse action by BWCHA. Such adverse action includes but is not limited to: a proposed Lease termination or termination of tenancy, transfer of Tenant and Household Members to another dwelling unit, or imposition of charges for maintenance and repair. When BWCHA is required to afford Tenant the opportunity for a hearing under the Grievance Procedure concerning a proposed adverse action, the notice of proposed adverse action shall inform Tenant of the right to request such hearing. In the case of a Lease termination or termination of tenancy, a notice of Lease termination or termination of tenancy shall constitute adequate notice of proposed adverse action. In the case of a proposed adverse action other than a proposed Lease termination or termination of tenancy, BWCHA shall not take the proposed action until the time for Tenant to request a grievance hearing has expired, or if a hearing was timely requested by Tenant, when the grievance process has been completed.
- j. Offer Tenant a choice to select an income-based Rent or a flat Rent.

9. TRANSFERS

- a. BWCHA may move Tenant into another dwelling unit if it is determined necessary to rehabilitate or demolish the Unit.
- b. If Tenant makes a written request for special unit features in support of a documented disability, BWCHA will attempt to modify Tenant's existing Unit. If the cost and extent of the modifications needed are tantamount to those required for a fully accessible unit, BWCHA will place Tenant on a transfer list to transfer to the next available dwelling unit with the features requested.
- c. A tenant without disabilities that is housed in a unit with special features designed to accommodate a tenant with disabilities must transfer to a dwelling unit without such features should a tenant with disabilities need the Unit.
- d. All transfers including those listed above and others will follow the policy as set forth in ***the BWCHA Admissions and Continued Occupancy Policy***.

10. SMOKE DETECTION DEVICE, CARBON MONOXIDE DETECTION DEVICE AND WATER HEATER

- a. Tenant acknowledges that the Unit is equipped with a smoke detection device as required in RCW 43.44.110. It is Tenant's responsibility to maintain the smoke detection device in proper operating condition, including replacing the batteries when required. Failure to do so can result in the imposition of fines and penalties against Tenant pursuant to RCW 43.44.110.
- b. If the Unit is in an apartment or other multi-family structure, Tenant acknowledges the following:
 - i. The smoke detection devices installed in the Unit are HARD WIRED
 - ii. The building in which the Unit is located DOES NOT contain a fire sprinkler system.

- iii. The building in which the Unit is located DOES contain a fire alarm system.
 - iv. The building in which the Unit is located DOES NOT have an emergency notification plan for the occupants.
 - v. If the building in which the Unit is located does have an emergency notification plan for occupants, Tenant acknowledges receipt of the same from BWCHA.
 - vi. The building in which the Unit is located DOES NOT have an emergency relocation plan for tenant. If the building in which the Unit is located does have an emergency relocation plan for tenants, Tenant acknowledges receipt of the same from BWCHA.
 - vii. The building in which the Unit is located DOES NOT have an emergency evacuation plan for tenants. If the building in which the Unit is located does have an emergency evacuation plan for tenants, Tenant acknowledges receipt of the same from BWCHA.
- c. Tenant acknowledges that as of the commencement of this Lease, the Unit is equipped with #1 Carbon Monoxide ("CO") detector(s) and that such CO detectors are HARD WIRED. Tenant has inspected the CO detector(s) and finds it/them to be in proper working condition. It is Tenant's responsibility to maintain the CO detection device(s) in proper operating condition, including replacing the batteries when required.
- d. Tenant agrees that it is Tenant's duty to regularly test the smoke detector(s) and/or CO detector(s). Tenant agrees to replace the smoke detector(s)' and/or CO detector(s)' battery, if any, at any time the existing battery becomes unserviceable. Tenant shall notify BWCHA immediately, in writing, of any problem, defect, malfunction, or failure of the smoke detector(s) and/or CO detector(s). If after replacing the battery, the smoke detector(s) and/or CO detector will not operate, Tenant shall immediately inform BWCHA of this fact both in writing and via telephone. Upon notice from Tenant, BWCHA shall replace smoke detector(s) and/or CO detector(s) that will not operate or malfunction. Tenant shall reimburse BWCHA for the cost of Smoke detector(s) and/or CO detector(s) and the costs associated with replacement and/or installation thereof in the event the existing smoke detector(s) and/or CO detector(s) become damaged or removed by Tenant or Tenant's guests or invitees.
- e. **TENANT ACKNOWLEDGES AND AGREES THAT BWCHA IS NOT THE OPERATOR, MANUFACTURER, DISTRIBUTOR, RETAILER, OR SUPPLIER OF THE SMOKE AND CARBON MONOXIDE DETECTOR(S). TENANT SHALL BE RESPONSIBLE FOR LOSS, COSTS, DAMAGES, OR INJURIES TO PERSONS OR PROPERTY RESULTING FROM (1) TENANT'S FAILURE TO REGULARLY TEST THE SMOKE AND CO DETECTOR(S); (2) TENANT'S FAILURE TO NOTIFY BWCHA OF ANY PROBLEM, DEFECT, MALFUNCTION, OR FAILURE OF THE SMOKE AND CO DETECTOR(S); (3) THEFT OF THE SMOKE AND CO DETECTOR(S) OR REMOVAL OF ITS/THEIR BATTERY/BATTERIES; AND (4) TENANT'S FAILURE TO COMPLY WITH THE TERMS OF THIS SECTION OF THE LEASE.**
- f. Tenant has personally inspected the water heater in the Unit (if applicable) and affirms that the water heater is set at 120 degrees Fahrenheit according to Washington State Law. If at any time Tenant changes the setting to a different temperature, Tenant is responsible and agrees to indemnify, defend, and hold BWCHA harmless from any and all injuries, damages, or loss arising therefrom, including, but not limited to, attorneys' fees and costs.

11. HAZARDOUS DEFECTS

Tenant agrees to take every precaution to refrain from Meth activity, prevent pest infestations, prevent fires, storing gasoline, solvent, paper, cardboard or other flammable or combustible materials or substances in the Unit, and to supervise Tenant's children to ensure they do not play with matches or lighters, and agrees to promptly notify BWCHA of the existence of any of the foregoing conditions in the Unit and, upon Tenant's knowledge thereof, elsewhere on BWCHA property. In the event the Unit is damaged such that the conditions created are hazardous to the life, health, or safety of the occupants:

- a. Tenant shall immediately notify BWCHA of damage.
- b. BWCHA shall be responsible for repair of the Unit within a reasonable period of time after receiving notice from Tenant, provided, if the damage was caused by Tenant, Household Members, guests, or anyone else under Tenant's control, the reasonable cost of the repairs shall be charged to Tenant and BWCHA may terminate the tenancy and/or the Lease.
- c. BWCHA may offer Tenant a replacement dwelling unit, if available, if necessary, repairs to the Unit cannot be made within a reasonable time. BWCHA will not offer Tenant a replacement unit by Tenant, Household Members, guests, or anyone else under Tenant's control caused the hazardous condition.
- d. In the event BWCHA, as described above cannot make repairs, and alternative accommodations are unavailable, then BWCHA shall abate Rent in proportion to the seriousness of the damage and loss in value as a dwelling. BWCHA shall not abate Rent if Tenant rejects alternative accommodations offered by BWCHA or if Tenant, Household Members, guests, or anyone else under Tenant's control caused the damage and/or hazardous condition.
- e. If BWCHA determines that the Unit is unfit for occupancy because of imminent danger to the life, health, and safety of Tenant, tenancy and/or the Lease shall be terminated.
- f. If BWCHA determines Tenant's household items to be contaminated, BWCHA may provide Tenant with non-monetary resources and assistance to decontaminate furnishings, clothing, or other personal items.

12. PEST CONTROL

- a. Tenant agrees to take necessary precautions to prevent pest infestations in the Unit, the Housing Development and elsewhere on BWCHA property. Such precautions include but are not limited to: Tenant refraining from moving infested furniture, clothing or other items into the Unit, and Tenant maintaining the Unit in a manner that it is free of excessive clutter and furniture.
- b. If an infestation in the Unit occurs, Tenant agrees to notify BWCHA immediately and cooperate fully with and to undertake all efforts and tasks required by BWCHA or BWCHA's pest control company employed to eradicate pests. Tenant's full cooperation includes but is not limited to: making the Unit available for entry to complete pest inspection and eradication treatments, completing all required pre-treatment activities, evacuating the Unit during and after treatment for the required time frame as needed, completing all required post-treatment activities, and immediately reporting ineffective treatment or re-infestations to BWCHA.
- c. BWCHA will provide an individual pest treatment plan and review it with Tenant.
- d. If Tenant fails to cooperate and follow necessary preparation as outlined in the individual pest treatment plan including being fully prepared for treatment, Tenant may be billed the actual cost for services. Failure to fully comply with the individual pest treatment plan constitutes a material breach of this Lease and subjects Tenant to termination of the Lease.
- e. BWCHA or agents participating in treatment activities on behalf of BWCHA are not liable to Tenant for any damages caused by pests, pest control inspections or treatments, including but not limited to: replacement of furniture, clothing, other personal belongings, medication or medical expenses.
- f. BWCHA does not guaranty or warranty a pest free Unit.

13. INSPECTIONS

- a. Move-in Inspection: BWCHA and Tenant shall inspect the Unit prior to occupancy by Tenant. BWCHA will give Tenant a written statement of the condition of the Unit ("**Move-in Inspection Report**") and note any equipment provided with the Unit. A copy of the **Move-in Inspection Report** shall be signed by Tenant and BWCHA staff and retained in Tenant's tenancy file. BWCHA will address any deficiencies noted on the **Move-in Inspection Report** at no charge to Tenant.
- b. Move-out Inspection: BWCHA will inspect the Unit at the time Tenant vacates and give Tenant a written statement of the condition of the Unit and any charges for which Tenant is responsible ("**Move-out Inspection Report**"). Tenant may join in such inspection unless Tenant vacates without notice to BWCHA.

14. BWCHA ENTRY OF UNIT DURING TENANCY

- a. Tenant Obligations:
 - i. Tenant agrees that the duly authorized agent, employee, or contractor of BWCHA will be permitted to enter the Unit at reasonable hours for the purpose of performing routine maintenance, making improvements or repairs, inspecting the Unit, or showing the Unit for re-leasing. Tenant also agrees that BWCHA or its duly authorized agent, employee, or contractor may take photographs inside the Unit while conducting official BWCHA business.
 - ii. When Tenant calls to request maintenance on the Unit, BWCHA shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the Unit at the time of repairs but has given BWCHA express permission to enter, BWCHA will enter and complete the necessary repairs. If express permission to enter has not been provided, BWCHA will arrange an appointment directly with Tenant or provide Tenant forty-eight (48) hour notice to prior to entry.
- b. BWCHA's Obligations:
 - i. Except as otherwise provided by this Lease and the law, BWCHA shall give Tenant at least 48 hours written notice that BWCHA intends to enter the Unit. Except in the case of an emergency, BWCHA may enter only at reasonable times.
 - ii. BWCHA may enter the Unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.
 - iii. If Tenant and all adult Household Members are absent from the Unit at the time of entry, BWCHA shall leave in the Unit a written statement specifying the date, time, and purpose of entry prior to leaving the Unit.

15. NOTICES

- a. Tenant Responsibility: Any notice to BWCHA must be in writing, delivered to BWCHA's administrative office, or sent by prepaid first-class mail, properly addressed.
- b. Tenant Responsibility: BWCHA may assess a \$25.00 lease violation against a Tenant for Repeated Lease Violations, if Repeated Lease Violation continues after Tenant receives a written notice of the violation and an opportunity to correct the violation. For the purposes of this Lease, "Repeated Lease Violation" shall mean any violation of the lease by the Tenant, including without limitation, failing to pay rent, failing to comply with pet/animal requirements, or refusal to permit inspections, that occurs more than once. If BWCHA must issue a second pay or vacate or a second comply or vacate notice to Tenant, and such notice is not complied with, then Landlord may impose a \$25 fee per violation, not to exceed \$75 in any given month. The imposition of the Repeated Lease Violation fee as provided for in this paragraph is subject to the Grievance Procedures provided in Section 17 of this Lease.

- c. BWCHA Responsibility: Any notice required by Chapter 59.18 RCW or Chapter 59.12 RCW shall be given according to the notice provisions in those statutes. Any other communications provided from BWCHA to Tenant shall be given in the manner provided for in the ***BWCHA Admissions and Continued Occupancy Policy***. Where a method of communication is not provided by law or in the ***BWCHA Admissions and Continued Occupancy Policy*** such notice may be giving in person to Tenant or an adult Household Member or sent to Tenant via first-class U.S. mail. Unopened, canceled, first class mail returned by the Post Office shall be sufficient evidence that notice was given.
- d. BWCHA Responsibility: In the case of any proposed changes in rules, regulation, procedures, or schedules that apply to all tenants in a Housing Development, BWCHA may, as an alternative to processes outlined in subsection (c) above, may post such notice in three (3) conspicuous places, including without limitation: bulletin boards, common area laundry rooms, BWCHA Administrative Offices, or BWCHA's website.

16. TERMINATION OF LEASE

- a. This Lease may be terminated by Tenant at any time following the expiration of the initial twelve (12) month lease term by giving thirty (30) calendar days written notice to BWCHA in the manner specified in Section 15 of this Lease - Notices. Any provisions of this Lease that impose obligations on Tenant following the termination of the Lease specifically survive termination. Tenant agrees to leave the Unit in clean and good condition, reasonable wear and tear expected, and to return the keys to BWCHA when Tenant vacates the Unit. If Tenant fails to give notice, Tenant will be responsible for payment of unmitigated rent for one month following abandonment or surrender of the Unit. If Tenant transfers to another BWCHA operated dwelling unit or program, unpaid rent balance and/or other charges under this Lease must be paid within thirty (30) calendar days of receipt of charges. Exceptions may be made at the sole discretion of BWCHA.
- b. Upon the death of a sole occupant of the Unit, BWCHA will terminate the tenancy as provided in the Washington Landlord Tenant Act and/or applicable HUD rules.
- c. Tenancy shall terminate upon the abandonment of the Unit by Tenant.
- d. If BWCHA terminates this Lease because of Tenant's material breach of this Lease, BWCHA shall give Tenant written notice of termination, and require Tenant to comply with the notice and/or vacate the Unit within:
 - i. Thirty (30) calendar days of a Notice to Pay Rent or Vacate.
 - ii. Thirty (30) calendar days of a Notice to Comply or Vacate.
 - iii. Three (3) calendar days of a Notice of Termination if Tenant, a Household Member, a guest, or anyone else under Tenant's control engaged in any drug-related criminal activity or violent criminal activity, commits or permits waste, creates a nuisance, or engages in activity which creates or maintains a threat to the health or safety of other tenants, BWCHA's employees, or the public, in the Unit, in the Housing Development or elsewhere on BWCHA property.
 - iv. Thirty (30) calendar days of notice in all other cases.
- e. Any notice of termination given to Tenant shall state the reasons for the termination and inform Tenant of Tenant's right to a hearing in accordance with the Grievance Procedure referenced in Section 17 of the Lease – Grievance Procedure. The Notice shall also inform Tenant of Tenant's right to examine BWCHA documents directly relevant to the termination or eviction. Any Notice to Vacate given to Tenant under Washington State law will be combined with a notice of termination and the time periods of such notices will run concurrently (at the same time).
- f. BWCHA may terminate this Lease prior to its expiration or refuse to renew this Lease for serious or repeated violations of material terms of the Lease by Tenant, such as failure to pay Rent, if Tenant or family is over the income limit, or for other good cause, which includes, but is not limited to:

- i. Tenant's failure to comply with the **Community Service Agreement**;
 - ii. Tenant, Household Members, guests, or anyone else under Tenant's control engaging in criminal activity;
 - iii. Tenant admission of facts that made Tenant ineligible for public housing assistance;
 - iv. Tenant making a materially false statement or committing fraud in connection with an application for assistance or with reexamination of income; or
 - v. Tenant's failure to accept BWCHA's offer of a lease revision to the existing Lease that is on a form adopted by BWCHA in accordance with HUD regulations, and after Tenant received at least sixty (60) calendar days' notice before the revision is scheduled to take effect.
- g. BWCHA may terminate this Lease prior to its expiration or refuse to renew this Lease, absent serious or repeated violations of material terms of the Lease by Tenant, and require Tenant comply with a Notice to Vacate if:
- i. BWCHA determines that the Unit is unfit for occupancy because of imminent danger to the life, health, and safety of Tenant or Household Members, and Tenant refuses alternative accommodations.
 - ii. A governmental agency, other than BWCHA, charged with the authority to issue notices to vacate (for example, the Health Department or local building official) condemns the Unit or otherwise determines the Unit is uninhabitable, upon thirty (30) calendar days' notice to Tenant, or such shorter notice required by the governmental agency charged with the authority to issue such an order.
 - iii. Tenant refuses to transfer to an alternative dwelling unit if the Unit is equipped with special features designed to accommodate a person with disabilities and Tenant or Household Members do not have a need for such special features, upon thirty (30) calendar days' notice to Tenant.
- h. Tenant shall not be entitled to use the Grievance Procedure in the case of termination of tenancy, this Lease, or eviction of Tenant under the unlawful detainer laws of the State of Washington, due to Tenant, Household Members, guests or anyone else under Tenant's control engaging in any criminal activity that threatens the health, safety or right to peaceful enjoyment of other tenants, their guests or BWCHA's employees, or due to Tenant, Household Members, guests or anyone else under Tenant's control engaging in any drug-related criminal activity as defined in and set forth in Section 7 of this Lease - Tenant Obligations.

17. GRIEVANCE PROCEDURE

- a. Except as provided in Section 16(h) of this Lease, all grievances arising under this Lease shall be processed and attempted to be resolved pursuant to the Grievance Procedure which is in effect at the time of such grievance or appeal (the "Grievance Procedure"). This Grievance Procedure is contained in the **BWCHA Admissions and Continued Occupancy Policy** and shall be posted in BWCHA office and is incorporated in this Lease by reference.
- b. Tenant shall be provided reasonable opportunity, prior to the hearing or trial, to examine any relevant documents, records or regulations directly related to the adverse action.
- c. BWCHA shall be provided reasonable opportunity, prior to the hearing or trial, to examine any relevant documents, records or regulations directly related to the adverse action.
- d. BWCHA grievance hearings shall be conducted by a single hearing officer; this is an impartial employee of BWCHA who was not involved in the original decision or action. BWCHA reserves the right to select an impartial person who is not an officer, employee, agent, or tenant of BWCHA when it deems appropriate.

18. MODIFICATIONS OR CHANGES

Modification of this Lease shall be by written amendment executed by Tenant and BWCHA, except for changes in Rent made pursuant to Section 6 of this Lease – Redetermination of Rent and Occupancy - or changes or amendments set forth in this paragraph.

BWCHA may, from time to time, make changes or amendments in the Utility Allowance, Schedule of Other Charges, the ***BWCHA Administrative and Continued Occupancy Policy*** and any and all other rules, regulations, schedules, or procedures (including Grievance Procedures) in this Lease or affecting the Lease and any and all such changes and amendments (subject to compliance with the notice procedure specified in this paragraph) shall become part of this Lease. BWCHA shall provide at least thirty (30) days written notice to Tenant setting forth the proposed change in policy or amendment, the reasons therefore, and provide Tenant an opportunity to make written comment. Prior to any change in policy or amendment becoming effective, BWCHA shall provide Tenant with at least sixty (60) calendar day notice of the revision. Any notice required by this Section shall be served on Tenant as set forth in Section 15 of this Lease - Notices.

19. NO WAIVER

Notwithstanding any conduct or custom on the part of BWCHA, the failure of BWCHA to enforce any of BWCHA's rights under this Lease Agreement shall not be construed as having created a custom in any way contrary to the specific terms of this Lease or as having in any way modified the Lease or as having constituted a waiver of any of BWCHA's rights or obligations under this Lease. Acceptance of payment of rent does not constitute waiver of any non-complying condition, including but not limited to: late payment, partial payment, breach of agreement or any condition for which a notice to comply has been given. BWCHA does not waive any rights or remedies to the eviction or other action by acceptance of rent, partial payment or by action or failure to act.

20. SEVERABILITY

In case any one or more of the provisions contained in this Lease shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

21. GOVERNING LAW AND ATTORNEYS' FEES AND COSTS

This Lease is governed by and construed in accordance with the laws of the State of Washington, and the parties agree that in any such action, venue shall lie exclusively in Whatcom County, Washington, provided however, Tenant shall first file a timely grievance as provided in the ***BWCHA Admission and Continued Occupancy Policy*** and exhaust all administrative remedies provided for in the Grievance Procedure, if afforded this right in the Lease, prior to commencing an action in court. To the full extent allowed by law, if by reason of any default or breach on the part of either party in the performance of any of the provisions of this Lease, the substantially prevailing party shall be entitled to an award of all of its reasonable costs and attorneys' fees.

22. RESOLUTION OF CONFLICTING PROVISION; INTERPRETATION-NEUTRAL CONSTRUCTION

In the event of any conflict between this Lease and any policy of BWCHA, the most recent document (Lease agreement or policy) shall control. This Lease, and all policies referenced and incorporated have been reviewed and approved by all parties. No presumption or other rules of construction which would interpret the provisions of this Lease in favor of or against the party preparing the same shall be applicable in connection with the construction or interpretation of any of the provisions of this Lease. Unless otherwise noted in this Lease, defined terms in BWCHA policies or HUD regulations are applied to the terms used in this Lease.

23. HEADINGS AND CAPTIONS

The headings and captions provided for in this Lease are for reference purposes only and do not have any effect on the interpretation of the terms of this Lease.

24. COUNTERPARTS

This Lease may be executed in any number of counterparts with the same effect as if the parties had signed the same Lease. All counterparts will be construed together and evidence only one Lease. Signatures on the Lease, or any other documents delivered in connection to the Lease or tenancy, may be by facsimile or e-mail transmission, and signature on facsimile or e-mail copies have the same force and effect as original signatures. This Lease, and any other documents delivered in connection to the Lease or tenancy may be electronically signed, and any electronic signature appearing on the Lease or such other document have the same force and effect as handwritten original signatures.

25. SURVIVAL

All obligations of the parties, as provided for in this Lease, which require performance beyond the termination of tenancy or this Lease, shall survive the termination of this Lease.

26. LEASE ATTACHMENTS AND CERTIFICATION

Tenant certifies that all information and documentation submitted by the Household in connection with any federal housing assistance program (before and during the Lease term) are true and complete. Tenant also certifies that Tenant has received a copy of this Lease Agreement, together with those policies referenced therein and incorporated by reference, and the attachments listed below:

- ☒ Attachment No. 1 ***Certification and Recertification of Tenant Eligibility (50058)***
- ☒ Attachment No. 2 ***Move-in Inspection Report***
- ☒ Attachment No. 3 ***Methamphetamine Monitoring and Remediation Policy & Procedures and Drug Free-Housing Policy***
- ☒ Attachment No. 4 ***Bed Bug Notice***
- ☒ Attachment No. 5 ***BWCHA House Rules***
- ☒ Attachment No. 6 ***Mold & Mildew Attachment***
- ☐ Attachment No. 7 ***Pet or Service Animal Agreement*** (check if applicable)
- ☒ Attachment No. 8 ***Addendum for ACOP Inclusion***
- ☒ Attachment No. 9 ***Lead Hazard Information Packet & Disclosure***
- ☒ Attachment No. 10 ***BWCHA Grievance Policy***
- ☒ Attachment No. 11 ***Violence Against Women Act Disclosure***
- ☒ Attachment No. 12 ***Security Deposit Installment Agreement*** (check if applicable)
- ☐ Attachment No. 13 ***Community Service Agreement*** (check if applicable)

27. ENTIRE AGREEMENT

This Lease contains the entire agreement between the parties and incorporates and supersedes all prior agreements and negotiations. It may not be modified or supplemented in any manner or form whatsoever, either by course of dealings or parol or written evidence of prior agreements and negotiations, except upon the written agreement of both parties. There are no other oral or written understandings beyond those identified or incorporated by reference in this Lease.

IN WITNESS, WHEREOF, the parties have executed this Lease:

Tenant: _____ Date: _____

Tenant: _____ Date: _____

Tenant: _____ Date: _____

Tenant: _____ Date: _____

BWCHA Representative: _____ Date: _____