

Vancouver Housing Authority Skyline Crest Campus of Learners Resident Lease



1. **Description of the Parties and Premises.** The Skyline Crest Community has been designated by the Vancouver Housing Authority as a Campus of Learners with a services program that focuses on educational attainment for all Residents. The services are designed to provide and assist Residents with access to education, training, technology, and on-site and off-site services which will enable them to increase their educational attainment. These services will assist Residents meet educational goals eventually leading to economic self-sufficiency.

The Vancouver Housing Authority, hereinafter called "VHA," and _____,
Head of Household, hereinafter called "Resident," agree that:

- A. The VHA has relied upon the representations and statements made by the Resident in his/her signed application and hereby leases to the Resident and the Resident hereby leases from the VHA the following dwelling unit:

(1) Address: _____

(2) Bedroom Size: _____

B. Monthly Rent: _____ Starting Date: _____

Security deposit: _____

- C. The only persons who will reside in the dwelling unit are:

Full Name	Full Name
1. _____	6. _____
2. _____	7. _____
3. _____	8. _____
4. _____	9. _____
5. _____	10. _____

- D. Utilities will be supplied by:

1. Resident: _____

2. VHA: _____

2. **Term of Lease and Payments**

- A. This Lease shall begin on _____. The term of this Lease shall be for one year and shall renew automatically for the same period, unless terminated as provided by this Lease or by law, provided that the VHA reserves the right to modify the terms and conditions of this Lease as provided in Section 12 of this Lease.

- B. The VHA may not renew the lease if the Resident has violated the requirements for performance of community service or participation in an economic self-sufficiency program in accordance with Section 6 Paragraph A.6.

- C. Resident agrees to pay the amount stated in Section 1 Paragraph B (Pro-rate) in advance of occupancy to cover the pro-rated rent for the initial month, if Resident occupies for less than one calendar month. Thereafter, Resident agrees to pay the amount stated in Section 1 Paragraph B (Monthly Rent) on or before the first day of each month.

Rent and all other charges, which are due on the first day of each month, shall be considered delinquent on the 5th day of the month if not paid in full. The Resident shall pay \$25.00 in late charge fees for any balance owing on the 10th day of the month. The VHA may charge a \$10.00 fee for each check not honored for payment by the Resident's bank. Late fees and fees for dishonored checks are considered part of the Resident's financial obligations under this Lease. Late fees and fees for dishonored checks are due on the first day of the month following the month that they were imposed.

- D. Maintenance charges shall be assessed the Resident at the rates specified in the Board approved Schedule of Charges available on request from the Maintenance Department. If assessed, maintenance charges are considered part of the Resident's financial obligations under this Lease. Maintenance charges are due on

the first day of the month that is at least fourteen (14) days after the date the Resident was notified of the charges.

- E. Excess utility charges mean charges for the consumption of excess utilities, calculated in accordance with the Board approved Schedule of Charges, available upon request from the Maintenance Department. Excess utility charges are due on the first day of the month that is late least fourteen (14) days after the date the Resident was notified of the excess utility charges.
- F. All money that the Resident pays the VHA under the Lease for Resident's financial obligations shall be applied first to dishonored check fees and late fees, then to unpaid maintenance and excess utility charges and lastly to unpaid rent.

3. **Campus Of Learners Residency & Participation Requirements**

A. Mandatory Participation: Participation in the Campus of Learners program is mandatory for all Residents whose family includes a child or children age 0 - 17 and that parents and/or guardians will be required to develop and adhere to a family plan that outlines their involvement in their child's or children's academic success. Mandatory participation requirements for each family or household will be based on the following:

(1) Exempt Families

- a. Definition. Single Residents or those whose household member(s) are all over the age of 17 years are classified as "Exempt Families".
- b. Requirements. Exempt Families shall have the possibility of participating in the Campus of Learners if they so choose. All Exempt Families may complete a plan addressing educational attainment and are encouraged to contribute to the campus through participating in community events, volunteer activities such as tutoring or through their own continuing education.

(2) Non-Exempt Families

- a. Definition. Residents who have a household member(s) between the ages of 0 and 17 are classified as "Non-Exempt Families".
- b. Requirements. All Non-exempt Families must complete a family plan with VHA staff. Parents or guardians must agree to the terms of the family plan and are required to follow through with the school, truancy program and/or juvenile court if their child has attendance problems.

B. Program Requirements for All Residents

- (1) Documentation and Releases. All Residents shall provide requested documentation of educational history including attainment, performance, and attendance for all family members.
- (2) Notification of Changes. All Residents shall attend all scheduled meetings with VHA staff and shall notify the staff within five (5) business days of all changes in household circumstances, including changes in household composition, changes in benefits or employment; changes in class attendance, need for child care, etc.

C. Program Requirements for Non-Exempt Families.

- (1) Enrollment/Assessment Completion Time Requirements. Within one month of signing this Lease parents and/or guardians in Non-Exempt Families who have not already completed a family plan shall schedule an appointment with VHA staff.
- (2) School Attendance. All Residents in Non-Exempt Families agree to ensure school attendance or appropriate academic intervention service for all school age members of the household under age 18 who have not obtained a diploma or GED. If, at any time, a member of the household who is under 18 years of age is not attending school and has not received a high school degree or GED, the Resident(s) shall notify VHA staff within (5) business days of non-attendance, including suspension and expulsion, and inform the staff of events or circumstances hindering the member of the household's ability to continue their education. VHA staff, Resident(s) and other appropriate persons may develop an intervention plan. If an Intervention Plan is developed, the Resident(s) is/are required to meet the requirements set forth in this plan to retain residency in Skyline Crest.

D. Offer of Transfer for Legacy Residents. Residents of Skyline Crest whose residency began prior to January 1, 2010, may choose to opt out prior to December 31, 2010, provided the Resident(s) is otherwise in good standing and not under eviction for any other lease violation. Residents opting out will be required to sign an opt-out agreement and will be placed on the Public Housing transfer list for a priority transfer to an appropriate size Public Housing unit at another location. Under these circumstances, the Resident(s) and all members of the household agree to voluntarily vacate their unit at Skyline Crest and move at his/her/their own expense within seven (7) calendar days from receiving the keys to the unit offered. Failure to accept the unit or to complete the transfer in the time allotted will be considered a serious violation of the Lease and grounds for termination.

E. Termination of the Skyline Crest Campus of Learners. VHA may, at its sole discretion, terminate the Campus of Learners program in its entirety or temporarily discontinue any or all services due to lack of funding, reorganization, or other events. If VHA discontinues any programs or services, the Resident(s) will not be held in noncompliance for the period the programs are discontinued.

4. **Security Deposit**

The Resident agrees to pay a Security Deposit as stated in Section 1, paragraph B, (Security Deposit), of this Lease to the VHA, to be used at the termination of this Lease to reimburse the VHA for any unpaid rent, assessed late fees, dishonored check fees, excess utility fees, maintenance charges, other unpaid charges, or costs of repairs for which the Resident is responsible, excluding normal wear and tear.

The Security Deposit shall be deposited in a trust account at the First Independent Bank, Vancouver, Washington. Within fourteen (14) days after the Resident moves out, the VHA will return, with interest, all or that portion of the Security Deposit due, with a written explanation of any and all deducted charges.

5. **Redetermination of Rent, Dwelling Size and Eligibility**

A. Resident is responsible for providing re-examination (re-exam) information (including signing releases for third party verification). Resident's failure to provide the required releases or verification will result in eviction for Lease violation.

The VHA will examine the income, assets, and family composition of the Resident household either annually or on a less frequent schedule if provided for under current VHA policy.

- (1) If the re-exam is completed as scheduled, the Resident will be given a 30 day written notice of change in rent amount.
- (2) Increases in Resident's Rent. If there is a delay in completing the re-exam, and if the VHA or a third party causes the delay, any increase in resident rent will be effective after the VHA gives the Resident a 30-day written notice. However, if the Resident causes the delay, any resulting increase in rent will be retroactive to the scheduled effective date of the re-exam.
- (3) Decreases in Resident Rent. Any decrease in resident rent will be effective on the first of the month, not to exceed 30 days following VHA receipt of written third party income verification substantiating a rent decrease.
- (4) Resident has seven (7) days to request review of the new rental amount. If the Resident fails to request review, Resident will be deemed to have consented to the revised rent amount.

B. In addition to the scheduled annual re-exam above, subsequent re-exams of income will be conducted:

- (1) When the Resident can document a reduction in household income or an increase in deductions, which will reduce the Resident's rent.
- (2) In the event of any increases in household income, or any decreases in expenses, when the family has previously received a reduction in Total Resident Payment to zero, or a utility allowance reimbursement as a result of an interim re-determination.
- (3) When there is a change in household composition.

C. If the size of the Resident's unit is determined no longer appropriate, the VHA may give the Resident written notice that they will be required to move to a properly sized unit. Subsequent to notice of the required move, the Resident will be given a reasonable time in which to move when a unit becomes available. A minimum rent of \$15.00 per day will be charged if resident has not completed the move within seven (7) days.

6. **Use and Occupancy of Dwelling Unit**

A. The Resident, any member of the Resident's household, or a guest or other person under the Resident's control, agrees to:

- (1) The exclusive use (including the use of the unit as a mailing address) and occupancy of this leased unit by the Resident and only those household members listed in Section 1. C. as a dwelling unit provided that business activities may occur in the dwelling unit only if the Resident obtains prior written approval from the VHA.
- (2) Not assign this Lease or sublease the dwelling unit or any portion thereof.
- (3) Not provide accommodations for boarders or lodgers. NOTE: The Resident has the right to have any particular guest in his unit for no more than fourteen (14) overnights per year. The 14 overnights are cumulative of all overnight visits by guests during a yearly Lease period; they are not calculated on a per guest basis.
- (4) Report the birth, adoption or court-awarded custody of a child, or if any family member has vacated the unit within ten (10) business days. Request and obtain approval from VHA before adding a member to the household with the exception of an addition through birth, adoption or court awarded custody.

- (5) Report changes in employment or income of any members of the household to VHA in writing within ten (10) business days.
- (6) For each adult in the Resident household to perform eight (8) hours per month of qualifying community service and/or economic self-sufficiency activities (as specified by the VHA) unless the requirement is waived by the VHA due to age, disability, or the fact that an adult is excused from this requirement by the VHA because he/she is working 25 hours or more per week or otherwise meets exemption criteria.
- (7) Abide by any HUD approved rules, policies and regulations, which are available upon request at VHA's Administrative Office and are incorporated as part of this Lease by reference herein. The Resident agrees to obey additional rules established after the effective date of this agreement if:
 - a. The rules are reasonable related to the safety, care, and cleanliness of the building, and the safety, comfort, and convenience of the Residents; and
 - b. The Resident receives written notice of the proposed rule at least 30 days before the rule is enforced.
- (8) Comply with all obligations imposed on the Resident by applicable provisions of building and housing codes which materially affect health and safety, as well as State law related to landlord tenant relations.
- (9) Keep the unit in a clean and safe condition. Refer to "Housekeeping Guidelines for Unit Care" for clarification of minimum standards, available at VHA administrative offices upon request.
- (10) Refrain from, and to cause the household and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or project.
- (11) Pay monthly rent, and other financial obligations, including maintenance charges, excess utility charges, late fees and dishonored check fees, on the first day of each month.
- (12) Pay reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, (including damages to the project buildings, facilities or common areas) caused by the Resident, a member of the household, or a guest.
- (13) Give the VHA prompt notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment, or any other part of the unit or related facilities. If the Resident fails to promptly notify the VHA of repair problems, and the problem results in additional damages, the Resident will be assessed charges for the additional repair.
- (14) Use all appliances, fixtures and equipment in a safe manner and only for purposes for which they were intended.
- (15) Contract with a garbage removal company to remove garbage and other waste from the unit weekly in a clean and safe manner if Resident is responsible for garbage service (see Section 1.D.).
- (16) Not cause the Resident supplied utilities to be terminated. In cases where all utilities are supplied by the VHA, the utilities will be furnished without cost up to the allowance amounts posted in the VHA offices. The Resident shall pay any amounts in excess of the maximum allowance. The VHA shall not be responsible for failure to furnish utilities by reason of any cause beyond its control
- (17) Maintain the assigned lawn and shrubs in a green and growing condition, including regular mowing, weeding, trimming shrubs back from house and walls, raking of leaves and disposing of all yard debris year round, unless the Resident provides the VHA credible evidence that the Resident is unable to perform these tasks due to age or disability, in which case the VHA will reasonably accommodate the Resident.
- (18) Make no alterations, changes, repairs or remodeling (including painting, wallpapering, etc.) of the premises without written consent of the VHA.
- (19) Keep all combustible material off the premises and take every precaution to prevent fire.
- (20) Leave the unit and premises in as good a condition as when Resident moved in (except for normal wear and tear).
- (21) Erect no aerial or antennae, install no cable lines, satellite dishes, or other permanent or temporary structure, i.e. pools, sheds, swing-sets, on the premises without the written consent of the VHA.
- (22) Have no pets in the unit or assigned yard except fish or no more than two small caged birds, except where allowed by federal regulations with a written Pet Agreement with VHA and to not encourage stray pets to remain on the premises or allow visiting pets or perform pet-sitting in the unit. Permission for pets is subject to the resident's good record for care and housekeeping of the unit.
- (23) Not store personal property in the attic, crawl space, yard, common areas, or outside of patio. Acceptable patio items include furniture intended for outdoor use, flowerpots, barbecues, and bicycles.
- (24) Not allow an accumulation of debris in common areas.

- (25) Park motor vehicles only in the designated parking spaces. Trailers, boats, etc. shall not be parked off the driveway or on the adjoining street. Only currently licensed and operating vehicles owned by the Resident, or by a guest during an authorized visit (see Section 5.A>(3)), shall be parked on the premises. Limit to one (1) boat with trailer, or one (1) recreational vehicle with trailer.
- (26) Not attach or place any fixtures, signs or fences on the building(s), the common areas, the project grounds or fences, except that signs may be posted if required by law and if they are posted and removed in accordance with local ordinances.
- (27) Obtain written permission from VHA to park more than a single vehicle on VHA property.
- (28) Act, and cause household members or guests to act, in a manner, which will not disturb other residents' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe, and sanitary condition.
- (29) Not engage in abusive alcohol and/or criminal activity that threatens the health, safety, or peaceful enjoyment of neighbors or VHA employees, including drug-related criminal activity, on or off project premises. "Drug-related criminal activity" means the illegal 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. 802)). Neither the Resident, any member of the Resident's household, guests, nor other persons under the Resident's control, shall:
 - a. Engage in any act intended to facilitate criminal activity that threatens the health or peaceful enjoyment of any persons, including drug-related criminal activity, on or off project premises.
 - b. Permit the dwelling unit to be used for, or to facilitate criminal activity that threatens the health or peaceful enjoyment of any persons, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or guest.
 - c. Engage in the manufacture, sale or distribution of illegal drugs whether on or off the project premises or otherwise.
 - d. Engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near project premises.
 - e. IT IS AGREED AND UNDERSTOOD THAT A SINGLE VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND MAY BE CAUSE FOR TERMINATION OF TENANCY. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

B. The VHA's obligations are:

- (1) To maintain the dwelling unit and the project in decent, safe and sanitary conditions.
- (2) To comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.
- (3) To make necessary repairs to a dwelling that is determined to be uninhabitable. The VHA shall offer standard alternative accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time. Provisions shall be made for abatement of rent in proportion to the seriousness of the damage and loss in value as a dwelling in the event repairs are not made or alternative accommodations not provided, except that no abatement of rent shall occur if the Resident rejects the alternative accommodation or if the damage was caused by the Resident, Resident's household, or guests.
- (4) To keep project buildings, facilities, and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition.
- (5) To 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 the VHA.
- (6) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Resident family) for the deposit of ashes, garbage, rubbish and other waste removed from the dwelling unit by the Resident.
- (7) To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage) except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Resident and supplied by a direct utility connection.
- (8) To notify the Resident of the specific ground for any proposed adverse action by the VHA.

- a. Such adverse action includes, but is not limited to, a proposed Lease termination, transfer of the Resident to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.
- b. When the VHA is required to afford the Resident the opportunity for a hearing under the VHA grievance procedure for a grievance concerning a proposed adverse action:
 - 1. The notice of proposed adverse action shall inform the Resident of the right to request such hearing. In the case of a Lease termination, a notice of Lease termination in accordance with 24 CFR 966.4(1)(3) shall constitute adequate notice of proposed adverse action.
 - 2. In the case of a proposed adverse action other than a proposed Lease termination, the VHA shall not take the proposed action until the time for the Resident to request a grievance hearing has expired, and (if hearing was timely requested by the Resident) the grievance process has been completed.

7. **Inspections**

A. Prior to Occupancy

The VHA and the Resident (or his representative) shall inspect the premises prior to occupancy. Both parties shall sign a written statement describing the condition of the premises and the equipment provided. The VHA will furnish the Resident with a written statement of the condition of the premises, the dwelling unit, and the equipment provided with the unit.

B. During Occupancy

The Resident shall permit the VHA to enter his dwelling unit:

- (1) During reasonable hours and upon 48 hour written notification to perform routine inspections and maintenance, to make improvements or repairs, or to show the premises for re-leasing.
- (2) At any time without advance notification when the VHA believes an emergency exists. If the Resident or an adult member of the household is not present at the time of entry, the VHA shall, before departing, leave on the premises a written statement showing the date, time and reason for the emergency entry.
- (3) For annual inspections to be conducted during reasonable hours and upon 48 hour written notification to Resident. Any maintenance charges assessed as a result of these annual inspections will be consistent with those identified in the Board approved Schedule of Charges available on request from the Maintenance Department.
- (4) At Lease Termination. Upon request, the Resident (or his representative) may jointly inspect the dwelling unit with a VHA representative after the Resident vacates.

8. **Delivery of Notices**

Except for the notice provision in the emergency inspection/repair procedure above and accessible formats to accommodate Resident reported impairment, all notices to the VHA or to the Resident shall be in writing and considered delivered if handled as follows:

A. To the Resident

Except for notices required under Section 10 of this Lease or for amendments or changes to the Rules and Regulations, any notice required by this Lease or by law to be served upon the Resident shall be served either (1) by delivering a copy personally to the Resident or (2) if the Resident is absent from the premises, by leaving there a copy, with a person of suitable age and discretion residing at the premises, and sending a copy through the mail addressed to the Resident at Resident's residence; or (3) if a person of suitable age and discretion residing at the premises cannot be found, then by affixing a copy of the notice in a conspicuous place on the premises and also sending copy through the mail first class postage prepaid and addressed to the Resident at the premises. If the Resident is visually impaired, all notices shall be made in an accessible format.

Service of process shall be made to the Resident in accordance with the requirements of RCW 59.12.

B. The VHA

The Resident may either hand deliver his notice to the VHA's Executive Director or his designee during working hours, or send it prepaid by First Class Mail to the Executive Director:

Vancouver Housing Authority
 2500 Main Street, Suite 100
 Vancouver, WA 98660

9. Termination of Lease

A. By the VHA:

- (1) The VHA may terminate or refuse to renew this if there are serious or repeated violations of the terms of the Lease, including, but not limited to, failure to pay rent, failure to pay other financial obligations and failure to comply with the obligations in Section 5.A. of this Lease, or for any other good cause. When a Resident receives three (3) notices of a violation of this Lease during a twelve (12) month period, the Resident has engaged in repeated violations and this Lease may be terminated. The Resident's payment of rent and the VHA's acceptance of rent after being notified of a violation do not constitute compliance with or forgiveness of past violations.
- (2) The Resident shall pay rent, other financial obligations and be responsible for the premises until the termination of the Lease, until the return of all keys to the Area Office or until the premises are actually vacated, whichever occurs last.

B. If VHA elects to terminate this Lease, Resident shall receive:

- (1) A fourteen (14) day written notice for non-payment of rent. The VHA may serve the Resident with a concurrent three (3) day notice to pay or vacate in accordance with RCW 59.12.030 (3).
- (2) A written notice, the term depending upon the seriousness of the situation, but not less than three (3) days, if the Resident or the Resident's guests are creating or maintaining a threat to the health or safety of other Residents, neighbors, or VHA employees. The VHA may serve the Resident with a concurrent notice in accordance with RCW 59.12.030.
- (3) A written thirty (30) day notice for all other reasons. The VHA may serve the Resident with a concurrent ten (10) day comply or vacate notice pursuant to RCW 59.12.030(4), or a twenty (20) day termination notice pursuant to RCW 59.12.030(2). The VHA may accept rent payments after issuing a ten (10) day comply or vacate notice without waiving its ability to evict based on the notice or to use the notice in a later eviction proceeding.

C. If the Resident vacates the premises according to the notice, the Lease shall be terminated when the Resident vacates and returns all keys to the Administration Office.

D. By the Resident:

The Resident may terminate this Lease at any time after giving the VHA twenty (20) days written notice in the manner provided in Section 7. Delivery of Notices. Any refund of rent, and/or Security Deposit due the Resident, or a written explanation of charges against the deposit, will be mailed to The Resident by the VHA within fourteen (14) days of the date of Lease termination. Rent will be charged until keys are returned, subject to VHA discretion.

E. Other:

- (1) The Resident agrees to pay regular monthly rental payments as long as he or she occupies the premises even if the VHA is aware of a breach of this Lease, has given the Resident a notice of termination, or has started legal action to evict the Resident. The VHA may accept rent payments without giving up its right to terminate the Lease or evict the Resident due to such breach.
- (2) If the Lease is being terminated, or the Resident evicted, for nonpayment of rent, acceptance by the VHA of partial payments shall not constitute a waiver of the VHA's right to proceed with legal action to terminate the Lease.
- (3) In the Notice of Termination, VHA shall state the reason for the termination and inform Resident of their right to request a hearing in accordance with Section 9, Grievance Procedure.
- (4) Any notice which is required by state law or by federal law shall be combined with, or run concurrently with, a notice of Lease termination under Section 8A of this Lease.
- (5) If the Resident abandons the dwelling unit, the Housing Authority shall take possession of the Resident's personal property remaining on the premises and shall store and care for the property. The VHA will consider the unit to be abandoned when a Resident has fallen behind in rent and has clearly indicated by words or actions an intention not to continue living in the unit. The VHA has a claim against the Resident for reasonable costs and expenses incurred in removing the property, storing and caring for the property, and in disposing of the property. If the personal property left by Resident is stored, the VHA will mail a written notice to the Resident at the address last known or provided to the VHA notifying the Resident that specified articles are being stored at a specific location and that said articles are deemed abandoned and will be disposed of without sale and without further notice forty-five (45) days after the date of the notice unless claimed and removed by the Resident.
- (6) This Lease will terminate automatically if the unit is rendered uninhabitable due to the action or inaction of the Resident or member of the Resident's household.

- (7) Any court order which restrains, in any way, the Resident from entering, occupying, approaching, or being in proximity of the premises for a duration lasting more than ninety (90) days shall be deemed to be good cause to terminate the Resident's tenancy upon thirty (30) day notice.
- (8) This Lease shall terminate immediately upon the death of the Resident.

10. **Grievance Procedure**

Resident has a right to request an explanation of adverse actions. If Resident disagrees with specific grounds for the actions, Resident has a right to request a grievance hearing. All grievances and appeals (including evictions) arising under this Lease shall be processed and resolved pursuant to the Grievance Procedure posted in the VHA's Administration Office, 2500 Main Street, Vancouver, WA. and incorporated herein by reference. Resident will be notified of the reasons for the adverse action and the right to inspect documents kept by the VHA.

11. **Violence Against Women Act Provisions (VAWA)**

- A. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of the Lease by the victim or threatened victim of that violence, and will not be good cause for terminating the tenancy or occupancy rights of the victim of such violence.
- B. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants, or any drug-related criminal activity on or off the Leased Premises, engaged in by the Resident, any member of the Resident's household, or any guest or other person under the Resident's control, shall be cause for termination of tenancy, except that:
 - (1) criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of the Resident's household or any guest or other person under the Resident's control, shall not be cause for termination of the tenancy or occupancy rights, if the Resident or immediate member of the Resident's family is a victim of that domestic violence, dating violence, or stalking.
 - a. Notwithstanding subparagraph B.(1), the VHA may bifurcate the Lease in order to evict, remove, or terminate assistance to any individual who is a Resident or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a Resident or lawful occupant.
 - (2) Nothing in subparagraph B.(1) may be construed to limit the VHA's authority, when notified, to honor court orders addressing rights of access to or control of the Leased Premises, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property among the household members in cases where a family breaks up.
 - (3) Nothing in subparagraph B.(1) limits any otherwise available authority of the VHA to evict the Resident for any violation of the Lease not premised on the act or acts of violence in question against the Resident or a member of the Resident's household, provided that the VHA does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate.
 - (4) Nothing in subparagraph B.(1) may be construed to limit the VHA's authority to terminate the tenancy of any Resident if the VHA can demonstrate an actual and imminent threat to other tenants, to the VHA's employees, or to those providing service to the Premises if the Resident's tenancy is not terminated.
- C. Nothing in paragraph b. shall be construed to supersede any provision of any federal, state, or local law that provides greater protection than paragraph b. for victims of domestic violence, dating violence, or stalking.

12. **Lease Amendments**

The VHA may amend its schedule of charges for services, repairs, and utilities, as well as its rules and regulations (which are incorporated herein by reference) by giving the Resident not less than thirty (30) days written notice. The Resident shall be afforded an opportunity to present comments, which the VHA shall take into consideration. Amendments to the rent or family composition shall be documented in a Lease Rider. If the Resident does not request a review within seven (7) days of receiving notice of the revised rent or family composition, the Resident will be deemed to have consented to the Lease amendment.

Amendments to the Lease document, other than amendments to rent or family composition, shall be documented by execution of a new Lease or amendment to the existing Lease. At least sixty (60) days prior to the proposed effective date of the new Lease, the VHA will notify the Resident of any amendments in the Lease and offer the Resident the new Lease or amendment to the existing Lease. Failure of the Resident to accept, sign and return the offered new Lease or amendments to the existing Lease shall be deemed good cause for termination of the Lease.

13. **Litigation Costs**

The prevailing party in any litigation shall be entitled to recover costs of suit and a reasonable attorney's fee.

14. **Representations and Waivers**

This Lease and incorporated references shall constitute the only Lease agreement between the parties, and any changes to the Lease must be in writing and attached as noted in Section 12. Lease Amendments.

The failure of the VHA to insist on strict performance of any term of this Lease shall not be considered a waiver or relinquishment of the right to subsequently require strict performance of that or any other term. All terms and conditions shall at all times continue in full force and effect. The rights and remedies given to the VHA under these terms are distinct, separate, and cumulative and not one of them whether exercised or not shall be deemed to be to the exclusion of any other.

Acceptance of rent at any time by the VHA shall not be construed to be a waiver of any preceding or existing breach of the Lease other than the failure of the Resident to pay the particular rent so accepted. In cases of non-payment of rent or charges, the deposit of the disputed rent or charges into escrow shall not be deemed to be an acceptance by the VHA of the rent so deposited.

15. **Attachments to the Lease**

Resident certifies that she/he has received a copy of the Lease and the following attachments to the Lease and understands that these attachments are part of the lease as if fully set forth herein.

- A. Smoke Detector Notice and Fire Safety and Protection Information
- B. Mold & Mildew Policy
- C. Disclosure of Information on Lead-Based Paint and Paint Hazards (if applicable)
- D. Pet Agreement (if applicable)
- E. Assistive Animal Agreement (if applicable)
- F. No Smoking Policy (if applicable)

BY SIGNING THIS LEASE, EACH RESIDENT CERTIFIES THAT:

- 1. Resident has read this Lease or had it read or explained, and resident understands the lease;
- 2. That all information resident has given to the VHA is true and correct;
- 3. That Resident will occupy the Unit as Resident's sole residence as of the Effective Date.

Resident(s) Signature(s):

_____	_____
Resident	Date
_____	_____
Resident	Date
_____	_____
Resident	Date

Vancouver Housing Authority:

_____	_____
Property Manager	Date