

## Housing Options and Referral Counseling Information

### Housing that requires a Navy application

- Public/Private Venture Housing (PPV)
- Rental Partnership Program Housing (where available)

### Housing - no Navy application required

- Community Rentals
- Bachelor Housing (eligibility required)

### Leases, Landlord/Tenant law in the State of Washington and more: See subjects below

- **Lease terms and conditions:** Your rental agreements/leases establish the condition for use and occupancy of a dwelling unit. Month-to-month agreements may be in writing or it may simply be a spoken agreement. However, if you pay any kind of deposit or non-refundable fee, your landlord is required to give you a written agreement. A lease must be in writing. For more FAQs please use this link [http://www.washingtonlawhelp.org/files/C9D2EA3F-0350-D9AF-ACAE-BF37E9BC9FFA/attachments/B6683A5E-C507-4E9B-8A22-02055EC445C5/6300en\\_tenants-rights.pdf](http://www.washingtonlawhelp.org/files/C9D2EA3F-0350-D9AF-ACAE-BF37E9BC9FFA/attachments/B6683A5E-C507-4E9B-8A22-02055EC445C5/6300en_tenants-rights.pdf)

- **Inspection:** Insist on receiving a "Condition Check-in List" before you sign your rental agreement or move in. This list describes the condition and cleanliness of the unit or its furnishings. The checklist is very important, because the landlord may try to blame you for damages that were there when you moved in. The checklist should include a description of all the damages in the unit. Don't let your landlord leave anything off, even if the landlord says s/he is going to fix the damage, or if s/he says that s/he will remember that it was there and won't charge you. You have the right to list all damages even if your landlord says not to worry about it. Don't sign the list until it is right! KEEP YOUR COPY OF THE INSPECTION SHEET. When you are ready to vacate, arrange with your landlord/agent for a checkout inspection.

- **Deposits vs. Fees:** Your deposits are refundable providing certain conditions are met. Fees are non-refundable. These two terms are often used incorrectly. Ask for clarification from the landlord if needed.

- **Credit & rental checks:** Your landlords are allowed to check your past rental history, eviction history, credit history, and criminal background before they rent to you. Most of the time, landlords have to hire a company to make these checks. The screening fee is used to pay a company to get this information about you.

- **Military Clause:** In order for your lease to be terminated under the Armed Forces exception of the Washington State Landlord Tenant Act (RCW 59.18.220) the following conditions must be met:

1. The service member must be a member of the armed forces (including National Guard and Reserves); and
2. The service member must either be reassigned or have been ordered to deploy after the lease has gone into effect; and
3. The spouse or the service member must let the landlord know about the reassignment or deployment orders **within 7 days** of the service member receiving orders. It is encouraged to do so in writing. Check your lease for other termination requirements.

State and federal law may include other covered circumstances including discharge or separation of service members. If you're concerned about any language in your lease, seek legal advice before signing. PPV housing becoming available is NOT an acceptable reason to break a lease unless specifically noted in the agreement. Example lease addendums are available at your local housing office.

- **Community leases impact on PPV assignment:** You may not break your lease to move into PPV housing without being financially responsible for any penalties ascribed for in your lease. Your referral to PPV will be deferred until your contracted lease ending date. You do not lose your position on the waiting list, but you may be passed over during your lease.

- **Landlord/Tenant Disputes:** Assistance and mediation services are available at your Navy Housing Service Center (HSC) at 1-800-876-7022. NLSO also offers assistance.

- **Responsible to pay just debts to landlords, utility companies, etc.** Winter utility bills are often surprising. The use of a budget plan is highly encouraged. To find out the terms and conditions of the individual budget plans, contact the utility company.

- **Standards of tenant conduct:** Please refer to [http://www.washingtonlawhelp.org/files/C9D2EA3F-0350-D9AF-ACAE-BF37E9BC9FFA/attachments/B6683A5E-C507-4E9B-8A22-02055EC445C5/6300en\\_tenants-rights.pdf](http://www.washingtonlawhelp.org/files/C9D2EA3F-0350-D9AF-ACAE-BF37E9BC9FFA/attachments/B6683A5E-C507-4E9B-8A22-02055EC445C5/6300en_tenants-rights.pdf)

- **Proper notice to vacate:** You are required to give a written **20 day notice** to your landlord/agent within the first 10 days of the rental period. The day you deliver the notice doesn't count in the 20 days. If you do not meet this time frame, the count will start again for the next month and you will be responsible for the next month's rent, unless otherwise stated in your lease. Example: if your rent is due on July 1st and you want to move out in June, the landlord must receive the intent to vacate by June 9th.

- **Repairs & maintenance. Reporting, time frames, & recourse.** For any repairs or maintenance request you may have please refer to [http://www.washingtonlawhelp.org/files/C9D2EA3F-0350-D9AF-ACAE-BF37E9BC9FFA/attachments/B6683A5E-C507-4E9B-8A22-02055EC445C5/6300en\\_tenants-rights.pdf](http://www.washingtonlawhelp.org/files/C9D2EA3F-0350-D9AF-ACAE-BF37E9BC9FFA/attachments/B6683A5E-C507-4E9B-8A22-02055EC445C5/6300en_tenants-rights.pdf) for additional FAQs.

- **Safety: Lead/asbestos information:** If the unit you are going to rent was built prior to 1978, ask the landlord for the Lead Disclosure form. Federal law requires the manager/landlord provide this information in writing to potential and/or new residents. Window Safety: There has been an increase of children falling from 2nd story windows. Your HSC has additional window safety information available. Teach children about the hazards of playing near an open window and don't place beds or other furniture under windows.

- **Fair Housing & Discrimination:** If you encounter a facility that refuses to rent or sell to you, and you have reason to believe you were discriminated against, you are **required** to promptly notify the HSC. Applicants should report any difficulties encountered in securing off-base housing. This is the only way the HSC can determine the effectiveness of the assurances given by the owners/managers of housing facilities to rent without regard to race, color, religion, national origin, handicap, familial status or sex. **Complaints will be investigated immediately.**

- **Local pet laws:** Your HSC will be able to direct you to the proper resource, as pet regulations vary from community to community.

**Resident Energy Conservation Program (RECP):** You are encouraged to learn about the RECP and discuss benefits and FAQs of the program with the HSC concerning your entitlements for participating in the program.

**Insurance – Rental & PPV:** You are strongly encouraged to carry renter's insurance for potential liability as well as loss of personal property.

### Information on the following is also available at HSC:

- Restricted areas
- Schools, neighborhood areas, commuting distances
- Low cost/income restricted housing & home sale information
- Public transportation and other community information
- Maps & welcome aboard information

[Kitsap\\_Housing@navy.mil](mailto:Kitsap_Housing@navy.mil)