



ORCA TALES



Did You Know?

You can pay your monthly Invoice with your Credit Card. {Visa / Mastercard}

For more information and/or to set up your account with this option, call Cindy @ ext# 119 or email cindyd@orcainfo-com.com



Identity Documentation for Non-US Citizens

Immigrant~ An immigrant is someone who is not a U.S citizen but has been given the right to live here permanently and who has relinquished allegiance to his own country. If an applicant states he/she is an immigrant, ask for a Permanent Resident Card (formerly known as an Alien registration Card), also known as a green card. If the applicant has the right work in the U.S., he/she probably would also have a Social Security number, which you can ask him/her to supply.

Non-immigrant~ A non-immigrant is usually someone who's in the country temporarily, such as a student, tourist, diplomat, or business person. If an applicant says he/she is a non-immigrant, ask for a passport from his/her native country and/or a visa. An I-94 form (an "Arrival-Departure Record") should be attached to the applicant's passport or visa. An I-94 form states how long the person intends to be in the country and on what date his/her visa will expire. If the applicant has the right to work in the U.S. he/she will need a Social Security number. If the applicant doesn't have the right to work in the U.S., he/she should still have an Individual Number, also known as an ITIN.

Refugee~ If an applicant states he/she is a refugee, ask for the same documentation as a non-immigrant. The refugee's I-94 form will have a stamp on it saying "Admitted as a Refugee".

Applicant can't produce documents~ If an applicant can't produce the documents you require you're legally allowed to reject his/her application. The only way you would be violating fair housing law would be if the applicant could prove that his lack of documentation wasn't the real reason you rejected him/her, that would be considered a violation of fair housing law.

Information obtained from On-Site Magazine

ORCA WISDOM



"My life has been filled with terrible misfortunes... most of which never happened."

Mark Twain

Happy Thanksgiving

**ORCA will be closed
Thursday November 27th
for Turkey Day**

Site Manager Seeks Position

Experienced, reliable, On-Site Manager.
Will trade for rent, utilities plus \$200- \$400 week
For more Information:
Please call Gale M @ (360) 387-0493

What People Are Saying About ORCA

☆ *As stated by Officer Steve Paxton*

Our first Everett Crime Free rental housing workshop was a tremendous success! We had 38 students complete the training and receive certificates. Many of the managers who completed the training are already working on completing Phase-II (CPTED security standards). Many who participated in the training expressed how much they learned from it. Here are a few of the comments some of the students wrote about ORCA:

"Good ideas, updates and forms." and "Great Information",
"Went into deep background on how to accurately make a decision on tenants."

"I like the way she tells of the any different circumstances."

"Gave very good ways of improving our screening process."

"Great info on application / screening and some legal."

"Great info, good examples." and "Explained thoroughly."

We could not have conducted such a great workshop without your generous support and assistance. The Everett police department is very thankful that you are willing to take such an active role in the community.

Sincerely Officer Steve Paxton ~ Crime Prevention Officer

ORCA: Background Investigations ~ Evictions / Collections ~ Employment & Rental Screenings
~ Internet & Spanish Applications ~

www.orcainfo-com.com ~ Email: orca@orcainfo-com.com



Illegal Landlord Actions



Lockouts. [RCW 59.18.290]

The law prohibits landlords from changing locks, adding new locks, or otherwise making it impossible for the tenant to use the normal locks and keys. Even if a tenant is behind in rent, such lockouts are illegal. A tenant who is locked out can file a lawsuit to regain entry. Some local governments also have laws against lockouts and can help a tenant who has been locked out of a rental.

Utility shutoffs. [RCW 59.18.300]

The landlord may not shut off utilities because the tenant is behind in rent, or to force a tenant to move out. Utilities may only be shut off by the landlord so that repairs may be made, and only for a reasonable amount of time. If a landlord intentionally does not pay utility bills so the service will be turned off, that could be considered an illegal shutoff. If the utilities have been shut off by the landlord, the tenant should first check with the utility company to see if it will restore service. If it appears the shutoff is illegal, the tenant can file a lawsuit.

Taking the tenant's property [RCW 59.18.310]

The law allows a landlord to take a tenant's property only in the case of abandonment. A clause in a rental agreement which allows the landlord to take a tenant's property in other situations is not valid. If the landlord does take a tenant's property illegally, the tenant may want to contact the landlord first. If that is unsuccessful, the police can be notified. If the property is not returned after the landlord is given a written, a court could order the landlord to pay the tenant up to \$100 each day the property is kept.

Renting condemned property [RCW 59.18.085]

The landlord may not rent units which are condemned or unlawful to occupy due to existing uncorrected code violations. The landlord can be held liable for three months rent or treble Damages, whichever is greater, as well as costs and attorneys fees for knowingly renting the property.

Retaliatory actions [RCW 59.18.240-.250]

If the tenant exercises rights under the law, such as complaining to a government authority or deducting for repairs, the law prohibits the landlord from taking retaliatory action. Examples of retaliatory actions are raising the rent, reducing services provided to the tenant, or evicting the tenant. The law initially assumes that these steps are retaliatory if they occur within 90 days after the tenant's action, unless the tenant was in some way violating the statute when the change was received. If the matter is taken to court and the judge finds in favor of the tenant, the landlord can be ordered to reverse the retaliatory action as well as pay for any harm done to the tenant and pay the tenant's attorney fees.

Ending the agreement

Proper Notice to Leave for Leases. If the tenant moves out at the expiration of a lease, in most cases, it is not necessary to give the landlord a written notice. However, the lease should be consulted to be sure a formal notice is not required. If a tenant stays beyond the expiration of the lease, and the landlord accepts the next month's rent, the tenant then is assumed to be renting under a month to month agreement. A tenant who leaves before a lease expires is responsible for paying the rent for the rest of the lease. However, the landlord must make an effort to re-rent the unit at a reasonable price. If this is not done, the tenant may not be liable for rent beyond a reasonable period of time.

Proper Notice to Leave for Month to Month Agreements.

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

Return of Deposits [RCW 59.18.280]

After a tenant moves out, a landlord has 14 days in which to return the deposits, or give the tenant a written statement of why all or part of the money is being kept. It is advisable for the tenant to leave a forwarding address with the landlord when moving out. Under the law, the rental unit must be restored to the same condition as when the tenant moved in, except for normal wear and tear. Deposits cannot be used to cover normal wear and tear; or damage that existed when the tenant moved in the landlord is in compliance with the law if the required payment, statement, or both, are deposited in the U.S. Mail with First Class postage paid, within 14 days. If the tenant takes the landlord to court, and it is ruled that the landlord intentionally did not give the statement or return the money, the court can award the tenant up to twice the amount of the deposit.

If you require any additional information, please contact your city or local county government.

All information obtained from On-Site Northwest magazine