

CHAPTER COMPLIANCE 2023

C047 SOUTHWEST WASHINGTON CHAPTER

Congratulations! Your NARPM 2023 Chapter Compliance Application form has been approved!

The chapter has met all recertification requirements and is fully certified.

Levels of Chapter Recertification

Full recertification

The chapter has met all recertification requirements, indicated by compliance with items listed on the certificate of compliance. Only fully certified chapters are eligible for Chapter Excellence Awards. Once recertified, an email will be sent.

Chapter in Review (Amended 2022)

Should the Chapter submittal displays lack of submission of any items on the certificate of compliance. Chapters will have six (6) months from compliance deadline to restore their certification. NARPM® Board of Directors must confirm that a Chapter can be taken off Chapter in Review status.

A Chapter will be placed in **Chapter in Review/Conditional Compliance** if documents are not submitted by compliance deadline. Members of the chapter will not be notified when a Chapter is placed in conditional compliance. The chapter must meet the chapter compliance deadline for the following year.

De-certification

De-certification must be preceded by a period of Chapter in Review and indicates continued non-compliance of recertification requirements. NARPM Board of Directors must approve all de-certification of chapters.



CHAPTER COMPLIANCE 2023 ATTENDANCE REQUIREMENTS MET in 2022

C047 SOUTHWEST WASHINGTON

Compliance Question:

How many Chapter Leader Calls, hosted by RVPs, did the chapter president, or their representative, participate in? Your chapter president, or their representative, must attend at least two of these calls to obtain chapter compliance.

February 4, 2022 Attendee(s): Sara Black

June 2, 2022 Attendee(s): Sara Black

Chapter Bylaws Requirements for President and/or President-Elect to attend Chapter Leadership Training at Annual Convention on October 20, 2022 AND/OR Nuts and Bolts Virtual Sessions on November 16, 2022.

October 20, 2022 Attendee(s): NONE

November 16, 2022 Attendee(s): Teri Haglund; Cheri Piles; Amanda Wolsborn

Bylaws of The Southwest Washington Chapter of The National Association of Residential Property Managers Updated May 2022

ARTICLE I: Name, Purposes, Powers and Definitions

Section A: Name

The name of this organization shall be the Southwest Washington chapter of the National Association of Residential Property Managers, Inc., hereinafter referred to as the Chapter.

Section B: Purpose

The purposes for which the organization is established are to:

- 1. Establish a permanent trade association in the residential property management industry in the Southwest Washington area, to include Thurston, Grays Harbor, Lewis, Pacific, Wahkiakum & Cowlitz counties
- 2. To promote a standard of business ethics, professionalism and fair practices among its members.
- 3. To establish and promote education of its members.
- 4. To provide and promote an exchange of ideas regarding residential property management.
- 5. To educate and promote legislative initiative in the [insert geographic area, such as city, state, or regional area]

Section C: Powers

The chapter may exercise all powers granted to it as a corporation organized under the non-profit corporation laws of the State of Washington.

- 1. The chapter shall be subject to all rules, regulations, ethics, and standards and bylaws of the National Association of Residential Property Managers, Inc.
- 2. Chapter bylaws shall not conflict with those of the National Association of Residential Property Managers, Inc., hereinafter referred to as the national association.

Section D: This chapter's geographical definition shall be: Southwest Washington area, to include Thurston, Grays Harbor, Lewis, Pacific, Wahkiakum & Cowlitz counties

ARTICLE II: Membership

Professional, Associate, Support Staff, Affiliate Member, Honorary Members, and Company Membership

Section A: Professional Member

Professional Member shall be an individual actively engaged in the management of residential properties as an agent for others. The individual must follow his/her specific state regulatory licensing law regarding licensure in performing the duties of a property manager. This member has completed a course of instruction covering the NARPM® Code of Ethics.

A Professional Member may also be an employee of a company, or employee of a property owner, or employee of an investor, who handles all aspects of residential property management. These individuals must comply with state licensing laws, but do not hold an active real estate license.

Section B: Associate Member – grandfathered January 1, 2021

An Associate Member shall be an individual actively engaged in the management of residential properties as an agent for others. The individual must follow his/her specific state regulatory licensing law regarding licensure in performing the duties of a property manager. An Associate Member cannot hold the RMP® and/or MPM® designation, any certification, or hold elective office. This member has <u>never</u> completed a course of instruction covering the NARPM® Code of Ethics.

An Associate Member may also be an employee of a company, or employee of a property owner, or employee of an investor, who handles all aspects of residential property management. These individuals must comply with state licensing laws, but do not hold an active real estate license.

Section C: Support Staff

A Support Staff Member shall be a person acting in the role of support in the office of a Professional Member and the Support Staff Member must not be acting in a capacity requiring licensure according to his/her state's regulatory licensing law. A Support Staff Member does not vote or hold elective office.

Section D: Affiliate Member

An Affiliate Member shall be an individual or business entity, which provides products, services or expertise to the residential property management industry. Requirements relating to acceptance into affiliate membership, suspension of affiliate membership shall be identical to those specified for members, except that affiliate members are not eligible to vote; However, affiliate members can be a chairperson and can serve in advisory positions to the executive committee or chairpersons or committee members. An affiliate member does not vote or hold elective office.

The Chapter shall not recognize all NARPM® National Affiliate Members as Affiliate Members of this Chapter.

Section E: Honorary Member

Honorary membership shall be bestowed upon individuals who, are recommended by the chapter board of directors and have rendered distinguished service to the Chapter or to the profession of property management. Honorary members shall pay no dues or other assessments to the Chapter, and shall be eligible to participate in the usual activities of the Chapter, except they shall be ineligible to vote, hold office or serve as a member of the executive committee.

Section F: Life Member

Life members shall be all national past Presidents of NARPM®. Life membership will begin as the President's term is completed. Dues will be waived for Life members. Other members who qualify may apply for Life Member as outlined in the national bylaws and complete the approved application.

Life Members shall not pay dues and are strongly encouraged to complete a course of instruction covering the NARPM® Code of Ethics. They shall be eligible to participate in the usual activities of the Association and its Committees and are eligible to vote and hold office.

• All Past Presidents shall be deemed Life Professional Members of the Association

• Shall be bestowed upon individuals who have retired from the property management business and, in the opinion of the Board of Directors, have rendered, or continue to render, distinguished service to the Association or the property management profession. An application to the NARPM® National Board of Director must be approved in order to hold this membership type.

Section G: Company Membership

Company Membership is offered to the responsible individual of the company. In order to hold Company Membership, the company must have four (4) members, which is a combination of Professional and Support members, with two (2) out of the four (4) being Professional members. Additional Professional Members, Support Staff and Associate Members may register under the company for an additional fee. Membership categories under the Company will follow the same eligibilities and requirements as outlined above.

- Section I: Application by Professional, Associate, or Support Staff Members:
 - 1. Acceptance into membership: An applicant for membership in a chapter shall first be a member of the national association. A member of the national association may be a member of more than one chapter as long as that member meets all requirements for each chapter membership. New Members must complete a Code of Ethics course of instruction from the National Association of Residential Property Managers to become a Professional Member.
 - 2. Vote: Voting member shall be eligible-to vote in person at the annual meeting of the chapter in which officers are elected. Any member shall be eligible to vote at all meetings of sub-committees upon which the member serves, if any.

ARTICLE III: Suspension, Termination and Resignation of Membership

Section A: Suspension of Membership

Suspension of membership shall result in a member being unable to vote in chapter matters for a period of time designated by these or the national association bylaws or, where such discretion is authorized by the national association, for any one of the following reasons:

- 1. Suspension of membership: Suspension of membership for reasons stated in the bylaws of the national association.
- 2. By notification of the National NARPM® Board of Directors as a result of violations of the Code of Ethics and Standards of Professionalism.

Section B: Termination of Membership

Membership shall be terminated for reasons identified below. Upon termination, a member shall lose all rights and interests in the chapter and the national association.

- 1. Resignation:
 - a. Any member, other than Affiliate Member, may resign at any time by forwarding a letter stating such intent to the [name of chapter] and the National Association, if applicable. The letter shall indicate the date on which the resignation is effective. No refund of chapter or national association dues shall be made for any reason.
 - b. Affiliate member may resign at any time by forwarding a letter stating such intent to the Chapter. The letter shall indicate the date on which the resignation is effective. No refund of chapter or national association dues shall be made for any reason.

- 2. Failure to Pay Obligations: Membership shall terminate automatically when a member fails to pay annual Chapter dues within 75 days of the due date. Members may file a letter of appeal to the executive committee should an extension be needed to pay obligation.
- Delinquency in Payments: Any member failing to pay sums due to the National Association within 30 calendar days of an invoice due date, shall be considered delinquent. Delinquency status shall remain in effect for one year, or until payment of obligations is made in full, whichever occurs first.
- 4. Code of Ethics Violations: By notification from the National Association to the Chapter executive committee, of a violation(s) of the Code of Ethics and Standards of Professionalism or for non-payment of national annual dues.

Section C: Transferring in a Company membership:

The use of Company membership will enable the transfer of memberships to other people in their company. In order to transfer membership, proof of termination from the licensing division, showing evidence that the person has left the firm, is required. For Support Staff, or in states where licensing is not required, other proof of termination must be submitted.

Section D: Reinstatement of Membership

A former member still meeting all membership requirements shall be reinstated:

- 1. Upon request, if such request is received during the calendar year during which a resignation occurred.
- 2. Upon request, provided that all financial indebtedness incurred has been paid and is current.
- 3. After a waiting period of one calendar year from the date of termination as a result of a presidential request or by an action of the board of directors of the national association.
- 4. Request through the normal application procedures, if the resignation occurred beyond the current fiscal year.

ARTICLE IV: Executive Committee/Board of Directors

Section A: Responsibilities

The chapter executive committee/board of directors, hereinafter known as the committee, shall have responsibility for the management of the chapter and shall exercise all rights and powers not expressly reserved by these bylaws or the bylaws of the national association. Such management responsibilities shall include, but not be limited to:

- 1. Establishing and implementing an organization framework for the chapter.
- 2. Establishing new or modifying existing operating rules that are not inconsistent with these bylaws, the bylaws of the national association or their intent. Changes to the bylaws must be submitted to the board of directors of the national association for approval.
- 3. Establishing annual chapter dues, application fees and special assessments.
- 4. Establishing new committees and dissolving existing committees.

Section B: The Executive Committee

All chapter executive committee members should faithfully attend all chapter executive committee meetings, the executive committee, hereinafter known as the committee, shall be composed of 5 officers as follows:

- 1. President: The president shall:
 - a. <u>Serve as the chief executive officer of the chapter.</u>
 - b. Preside at all meetings of the chapter.
 - c. Act as an alternate signatory for funds withdrawn from the chapter account(s).
 - d. Sign all legal documents.
 - e. Undertake responsibility for such other activities as deemed appropriate by the committee.
 - f. Shall ensure the completion of all documentation required by the National Association.
 - g. Serve a term of one year commencing with the beginning of the new calendar year.
 - h. Must be a Professional Member of the Chapter.
 - I. Must attend annual Board Leadership Training offered by the National Association of Residential Property Managers.
- 2. President-Elect: The president-elect shall:
 - a. Act as an alternate signatory for funds to be withdrawn from the chapter account(s).
 - b. Fulfill the responsibilities of the president during his/her absence.
 - c. Replace the president at the end of the fiscal year.
 - d. Automatically accede to the presidency during a calendar year when the presidency becomes vacant.
 - e. Undertake other activities as are deemed appropriate by the president.
 - f. Serve a term of one year commencing with the beginning of the calendar year.
 - g. Must be a Professional Member of the Chapter.
 - h. Notify all chapter members of upcoming meetings
 - i. Coordinate speakers and lecturers that are relevant to the residential industry for chapter meetings.
 - j. Undertake responsibility for such other activities as deemed appropriate by the committee.
 - k. Oversee the submission of Chapter reports including Chapter Excellence submission
 - I. Must be back up for be in attendance at annual Board Leadership Training offered by the National Association of Residential Property Managers if the President is unable to attend.
- 3. Secretary: The secretary shall:
 - a. Maintain current chapter membership records to coincide with the national association's membership database.
 - b. Record, maintain and distribute minutes of all regular and special meetings of the committee as appropriate.
 - c. File all federal, state and local reports as needed.
 - d. Undertake responsibility for such other activities as deemed appropriate by the committee.
 - e. Serve a term of one year commencing with the beginning of the calendar year.
 - f. Must be a Professional Member of the Chapter.
- 4. Treasurer: The treasurer shall:
 - a. Be a signatory for all funds withdrawn from chapter account(s).
 - b. Distribute annual renewal notices for chapter dues and special assessments.
 - c. Deposit all funds into a federally insured financial institution.
 - d. Prepare a financial report for the committee upon request.
 - e. Prepare an end-of-fiscal year report for the national association.

- f. File tax and other financial reports with the appropriate government agencies.
- g. Undertake responsibility for other such activities as deemed appropriate by the committee.
- h. Serve a term of one year commencing with the beginning of the calendar year.
- i. Must be a Professional Member of the Chapter.
- 5. Past President
 - a. Shall serve as Chairman of the Nominating Committee
 - b. Undertake responsibilities as assigned by the President
 - c. Serve a term of one year commencing with the beginning of the calendar year.

ARTICLE V: Eligibility, Nominations, Elections, Terms of Office and Vacancies

Section A: Eligibility

To be eligible to serve as a chapter officer, an individual shall be a member in good standing with both the chapter and the national association. Furthermore, the chapter member must be willing to fulfill the duties of the office to which he/she is elected, including those duties relating to the national association.

Section B: Notification of Members

Chapter members shall be notified in writing, or electronically if approved by the Chapter Executive Committee, of the pending election and nominations solicited from chapter members at least thirty (30) days prior to the end of the election. Nominations shall be done in two ways:

- a. Write-in: Any member who writes in the name of a nominee shall provide a signed letter from the individual so nominated indicating the said individual's willingness to serve if elected and signed by five percent (5%) of the professional chapter members.
- b. In Person: Any member who is present during the electoral process can be nominated.

Section C: Elections

Elections shall be conducted no later than the September chapter meeting, or electronically no later than the month of September, if approved by the chapter executive committee, prior to the end of the calendar year.

- 1. Presiding Authority: The outgoing president shall conduct the election. The outgoing president can delegate the electoral process to the president-elect or any other chapter member provided that member is not a nominee.
- 2. Nominating Committee The immediate past president shall serve as chair of the nominating committee and the President shall appoint the other two members of the committee. The recommendation of the Nominating Committee shall be approved by the Southwest Washington Chapter Executive Committee and presented to the membership for final vote.
- 3. Uncontested Offices: The presiding authority shall identify to the membership those offices for which there is only one nominee. Upon a motion to close the nominations for such offices, that nominee shall be considered duly elected.
- 4. Contested Offices: In the case of contested office(s), each office shall be dealt with through a ballot presented to those who are in attendance at the chapter meeting, or electronically if approved by the chapter executive committee. The nominee receiving a simple majority shall be elected to the position.

5. The Chapter shall allow nominations from the floor of the chapter meeting. If electronic elections take place write-In Candidates must be solicited. Write-in candidates shall be added to the slate if said candidate's names are presented in writing to the Nominating Committee thirty (30) days before the election, accompanied by the signatures of ten percent (10%) of the professional members in good standing recommending the candidates for a director or for an officer position.

Section D: Term of Office

An officer's term of office shall commence with the beginning of the chapters calendar year and conclude at the end of the same, unless stated otherwise in these bylaws.

Section E: Vacancy

An office shall be declared vacant when an officer:

- 1. Resigns that office through written notification to the president or the secretary.
- 2. No longer is eligible for membership in the chapter or the national association.
- 3. No longer is capable of fulfilling duties of the office involved.

Section F: Filling a Vacated Office

In the event that the position of president is vacated, the president-elect shall automatically fill that position and shall continue to serve as both president and president-elect. In the case of other officers, a vacated office shall be filled:

- 1. When: When more than three (3) calendar months remain before the next election at which the vacancy shall be filled.
- 2. Procedure: By an individual nominated and approved by the executive committee to fill the remaining year of the term. At the next election, the remainder of the term for the office must be filled through the nominations process.

ARTICLE VI: Meetings, Locations and Majority Rules

- Section A: The executive committee shall meet with the same frequency as the chapter meetings, or at a time approved by the chapter executive committee, which must be no fewer than four (4) meetings annually.
 - 1. Notice of Regular Meeting: With the advice and consent of the president, the secretary shall notify all members of the executive committee of the date, time and place by regular letter mailed to each member of the committee.
 - 2. Waiver of Notice: Attendance by any member of the executive committee at a regularly scheduled meeting at which date, time and place is established for the next meeting shall constitute a waiver of notice of the next regular meeting of the committee.
 - 3. Electronic Meetings: If approved by the chapter executive committee, meeting can be held electronically in order to conduct the business of the chapter.
- Section B: Location

All meetings of the chapter shall be held within the geographic definition of the chapter. All meetings of the executive committee shall be held within the geographic definition of the chapter unless otherwise waived by all the members of the executive committee. Annual meeting location of the Chapter shall be approved by the Executive Committee.

Section C: Quorum

- 1. A Majority of the executive committee officers in attendance shall constitute a quorum.
- 2. Quorum: A quorum to conduct business by the members shall be 10% of the member eligible to vote at a regularly scheduled meeting. A chapter event can be held without a quorum but no business can be conducted

Section D: Simple Majority Vote

All actions and decisions of the executive committee shall be made official by simple majority vote of the members present at any regular or special meeting of the committee, unless otherwise precluded by law.

ARTICLE VII: Committees

Section A: Appointment

Except as otherwise stated in these bylaws or the bylaws of the national association, the chairpersons and members of all sub-committees shall be appointed by the president with the advice and consent of the executive committee.

Section B: Responsibilities

Committees shall undertake such responsibilities as are identified in these bylaws or as may be assigned to them by the president with the advice and consent of the executive committee. No sub-committee may take any action on behalf of or representative of the chapter unless specifically authorized by the executive committee.

Section C: Creation and Dissolution

The president, with the advice and consent of the executive committee, shall have the authority to create and dissolve sub-committees according to the needs of the chapter.

ARTICLE VIII: Code of Ethics & Standards of Professionalism.

Acknowledgment and Enforcement

The Code of Ethics and Standards of Professionalism shall be approved by the National NARPM Board of Directors.

As a condition of membership all Professional Members of NARPM® must complete a NARPM® Code of Ethics training. Each Professional Member of the association is required to complete a NARPM® approved ethics training either in classroom or through other means within ninety (90) days of making application, as approved by the board of directors of NARPM®. The association shall design a new course of instruction each four-year period to meet the requirement of membership.

Failure to satisfy this requirement within ninety (90) days of making application to the association will; result in the membership of the Conditional Member being suspended. If a Conditional Member has not taken the new member ethics class during their first year (12 months) of application, they will be terminated and will need to reapply for new membership.

Section A. Acknowledgment: Each applicant for membership in the Association shall read and be familiar with the Association Code of Ethics and Standards of Professionalism. Continual adherence to the Code is mandatory for membership in the Association. Professional Members shall have successfully completed a course of instruction on the NARPM® Code of Ethics.

Section B. Enforcement: The Board of Directors shall be responsible for enforcement of the Code of Ethics and Standards of Professionalism. Should a complaint be filed with the Board, the Board is charged with being fair and equitable to both Complainant and Respondent. The complaint will be turned over to the Professional Standards Sub-Committee to investigate violations. The Committee shall report its findings to the Board; the Board will make a determination on the charges and take appropriate action.

Section C: Chapter Charter

A Chapter Charter is granted by the National Association of Residential Property Managers, Inc, only upon the acknowledgment that the chapter members shall:

- 1. Be familiar with Code: Read and be familiar with the applicable Code of Ethics to which continual adherence is mandatory for continuation of a Chapter Charter and individual membership.
- 2. Be Unopposed to Application: By receipt of the Chapter Charter, the chapter does hereby formally agree to not take any legal action(s) against the national association, its officer(s), director(s), committee chairperson(s), committee member(s) or the chapter, its officer(s), sub-committee chairperson(s) or sub-committee member(s) for any prescribed action identified by these bylaws or the bylaws of the national association taken for the purpose of enforcing the applicable Code of Ethics and Standards of Professionalism.

Section B: Enforcement

It is the duty of the President of the chapter to report all violations to national association's Code of Ethics and Standards of Professionalism to the national association's grievance committee.

- ARTICLE IX: Financial Considerations
- Section A: Calendar Year

The chapter's financial year shall be a calendar year.

Section B: Chapter Dues

- A. The Chapter may charge annual and pro-rated dues, subject to approval by the national association, as outlined below:
- 1. Payable: Dues for local chapters are payable no later than January 1 of each year.
- 2. Non-payment of Dues: Failure to pay the annual chapter dues within 60 days after the first day of the year shall result in automatic termination of chapter membership unless there are extenuating circumstances.
- 3. Member Dues: The amount of the Chapter dues for all members and each class of membership shall be established annually by the board of directors during the budgeting process.

- 4. Affiliate dues: The amount of local chapter dues for Affiliate dues shall be established annually by the board of directors during the budgeting process. The chapter shall not charge dues to National Affiliate members.
- 5. Late Fees: Any payment received after the due date will be considered late, and a late fee will be assessed. The Board of Directors must approve any schedule of late fees or returned check fees during the budgeting process.

Section C: Special Assessments

Special Assessments may be established by the executive committee and imposed upon its chapter members and/or affiliate members for a specific funding purpose. The purpose and amount of any special assessment shall be announced at a regular or special meeting of the chapter prior to the imposition of such an assessment. No more than one special assessment may be imposed in any calendar year.

Section D: Budget

The treasurer, in conjunction with the executive committee, shall prepare an itemized budget of income and expenses for each calendar year. The budget shall not exceed the chapter's ability to pay the same and shall be approved by the Southwest Washington Chapter Executive Committee or Board of Directors.

Section E: Non-Binding

The chapter shall not have any authority to financially obligate or bind the National Association of Residential Property Managers, Inc., for any reason.

ARTICLE X: Proposals and Procedures for Amending

Section A: Proposals

Amendments to these bylaws may be proposed by any chapter member or board of director of the National Association of Residential Property Managers, Inc., at any time through a letter addressed to the executive committee and presented or mailed to the secretary. Any proposal shall be studied by the entire executive committee or an officer of the executive committee or by a sub-committee created and/or assigned for that purpose as appointed by the president.

Section B: Procedure for Amending

The entity assigned for the purpose of reviewing proposed Bylaw revisions shall present the proposed amendment to the executive committee with its findings and proposed recommendations of actions. A two-thirds majority of the Executive Committee is necessary in order to amend these bylaws.

Once approved by the Chapter Executive Committee, amendments shall be subject to approval by the board of directors of the National Association of Residential Property Managers, Inc., prior to their implementation or adoption by the chapter and a final copy of these bylaws are to remain on file at national's office.

ARTICLE XI: Miscellaneous

Section A: Invalidity

The invalidity of any provision of these bylaws shall not impair or affect in any manner the validity, enforceability or effect of the remainder of these bylaws.

Section B: Waiver

No provision of these bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may have occurred.

Section C: Hold Harmless and Indemnify

The chapter shall hold harmless and indemnify members of the executive committee, officer(s), sub-committee chairperson(s) and sub-committee members, as well as the national association, its board of directors, officers, chairpersons and committee members who are acting within the scope of their responsibilities, duties or these bylaws.

Section D: State Laws

These bylaws may be amended to conform and comply with the laws, statues, rules and regulations of the governing bodies of local, county and/or state authorities that have jurisdiction. Should amendments to these bylaws be required by [insert state name] state law, Chapter shall notify the National Association of said amendments, but no further action will be required.

Section E. Sexual Harassment

The National Association of Residential Property Managers™ (NARPM) has adopted a zero-tolerance policy toward discrimination and all forms of unlawful harassment, including but not limited to sexual harassment. This zero-tolerance policy means that no form of unlawful discriminatory or harassing conduct by or towards any employee, member, vendor, or other person in our workplace and at our events/meetings will be tolerated.

NARPM is committed to enforcing its policy at all levels within the Association. Any officer, director, volunteer, member, or employee who engages in prohibited discrimination or harassment will be subject to discipline, up to and including immediate discharge from employment or dismissal from the association.

Reporting Without Fear of Retaliation: No Association member will be retaliated against for reporting harassment. This no-retaliation policy applies whether a good faith complaint of harassment is well founded or ultimately determined to be unfounded. No Association officer, director, volunteer, or member is authorized, or permitted, to retaliate or to take any adverse action whatsoever against anyone for reporting unlawful harassment, or for opposing any other discriminatory practice.

Section F: Dissolution

Should the membership vote by majority to dissolve the operations of the [insert chapter name], all remaining funds in the treasury will be sent to the National Association of Residential Property Managers.

e-Postcard View

Form 990-N	Electronic N	OMB No. 1545-2085	
Department of the Treasury for Tax-Exempt Organization not Required to File Internal Revenue Service		equired to File Form 990 or 990-EZ	2021
		COX	Open to Public Inspection
A For the 2021 Calendar year, or	ax year beginning <u>2021-01-01</u> and er	nding <u>2021-12-31</u>	
B Check if available ☐ Terminated for Business ✔ Gross receipts are normally \$50,	THE NTL ASSN OF	ation: SOUTHWEST WSHGTN CHPTR OF RESIDENTAL PROPERTY MNGMNT cey, WA, US,	D Employee Identification Number <u>91-1907770</u>
E Website:	F Name of Principal PO Box 8337, Lav <u>98509</u>	Officer: <u>Sara Black</u> cey, WA, US,	_

Privacy Act and Paperwork Reduction Act Notice: We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

The organization is not required to provide information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. The rules governing the confidentiality of the Form 990-N is covered in code section 6104.

The time needed to complete and file this form and related schedules will vary depending on the individual circumstances. The estimated average times is 15 minutes.

Note: This image is provided for your records only. Do Not mail this page to the IRS. The IRS will not accept this filing via paper. You must file your Form 990-N (e-Postcard) electronically.

Sara Black

From:	Katie McNeeley <katie@mcneeley.com></katie@mcneeley.com>
Sent:	Wednesday, March 15, 2023 2:58 PM
То:	Sara@olyrents.com; JJay Jensen
Subject:	Re: NARPM Compliance - SW WA

Hi Sara,

Please submit everything else with a copy of this email, or something showing what you stated below. Then you can add the 990n postcard tomorrow.

Thanks!

Katie McNeeley Jim McNeeley Real Estate & Property Management, Inc. Broker/Property Manager 503.292.8125 x106 | www.mcneeley.com

From: Sara Black <Sara@olyrents.com>
Sent: Wednesday, March 15, 2023 2:47:28 PM
To: Katie McNeeley <katie@mcneeley.com>; JJay Jensen <jjay.jensen@mainlander.com>
Subject: NARPM Compliance - SW WA

Hi Katie & JJay,

We are trying to complete compliance however we have been locked out of the IRS website and cannot access for at least 24 hours. . . More to this as the previous two people who filed since 2017 are no longer in the industry and we cannot find what our IRS password may be. . . We have everything else, and can file the 99N once we have access, but this is where we are at. . . What should we do?

Sara Black Property Manager / Broker Olympic Rental Services Direct 360-528-9965 ~ Fax 360-485-4994 Office 360-878-0051 www.olyrents.com



President of Southwest Washington Chapter NARPM National Association of Residential Property Managers



2023 Budget Created January 30th, 2023 Southwest Washington Chapter NARPM

	Projected	Actual
Income		
Member Contributions	\$ 400.00	\$ (400.00)
Education	\$ -	\$ -
National Grants	\$ 800.00	
Raffle	\$ 300.00	\$ (300.00)
Chapter Incentive	\$ 650.00	\$ (650.00)
	<u></u> \$ -	\$
	\$ 2,150.00	\$ - \$ (1,350.00)

Expenses

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Regional conference	raffle basket	\$	150.00	\$	-	\$	(150.00)
Summer Party		\$	200.00	\$	-	\$	(200.00)
Christmas Celebration		\$	500.00			\$	(500.00)
Speakers lunches		\$	150.00	\$	-	\$	(150.00)
Gift cards		\$	400.00	\$	-	\$	(400.00)
Education		\$	80.00	\$	-	\$	(80.00)
Contributions		\$	150.00			\$	(150.00)
Secretary of State filing		\$	20.00			\$	(20.00)
		\$	-	\$	-	\$	-
		\$	-	\$	-	\$	-
		\$	-	\$	-	\$	-
		\$	-			\$	-
		\$	-			\$	-
		\$	-	\$	-	\$	-
		\$	-	\$	-	\$	-
		\$	-			\$	-
		\$ 1	1,650.00	\$	-	\$	1,650.00)

2022 P&L Updated 03/28/2023 Southwest Washington Chapter NARPM

	Projected	Actu	al	
Income				
Member Contributions	\$ 400.00	\$	-	\$ (400.00)
Education	\$ 300.00	\$	-	\$ (300.00)
National Grants	\$ 800.00	\$	-	
Raffle	\$ 150.00			\$ (150.00)
Chapter Incentive	\$ 650.00	\$	-	\$ (650.00)
Rediscovered fund	\$ -	\$	11.25	\$ 11.25
	\$ 2,300.00	\$	11.25	\$ (1,488.75)

Expenses

Regional conference raffle basket	\$	150.00	\$	-	\$	(150.00)
Leadership Airfare	\$	650.00	\$	-	\$	(650.00)
Summer Party	\$	300.00	\$	-	\$	(300.00)
Christmas Celebration	\$	600.00	\$	320.54	\$	(279.46)
Speakers lunches	\$	120.00	\$	-	\$	(120.00)
Gift cards	\$	400.00	\$	-	\$	(400.00)
Education	\$	60.00	\$	-	\$	(60.00)
Contributions	\$	150.00			\$	(150.00)
Secretary of State filing	\$	20.00			\$	(20.00)
Rediscovered fund	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-
			\$	-	\$	-
	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-
	\$	-			\$	-
	\$	-			\$	-
	\$	-	\$	-	\$	-
	\$	-	\$	-	\$	-
	\$	-			\$	-
	\$ 2	2,450.00	\$	320.54	\$ (2,129.46)



South West Washington NARPM Meeting Minutes

Date: April 26th, 2022

Location: Olympic Rentals 111 Market St NE, Olympia, WA 98501

Attendee's: Todd Monahan, Cindy Blyle, Jake Lervord, Fred Lofgren, Sandra Burkhamer, Kelly Callaghan, Hanna, Teri Haglund, Sara Black, Kim Mulligan, Cheri Piles

Called to order at 4pm

- Welcome & Code of Ethics Sara
- Roll Call Introductions
- Speaker/Topic Discussed what topics we wanted to hear about in the upcoming year; attorney's on landlord tenant laws, RHA on upcoming bills, Insurance, housing authority (section 8), Lobbiest.
- Business Confirmation of officers.
- Tip of the day and closing Sara

Adjourned at 5pm

Next Meeting May 17th - 4:00 pm - Mercato Ristorante 111 Market St NE, Olympia, WA 98501

Your Local Board:

President: Sara Black - Olympic Rentals - <u>Sara@olyrents.com</u> Vice President: Teri Haglund - Urban Olympia- <u>Teri@urbanolympia.com</u> Treasurer: Melissa Smith - Olympic Rentals - <u>Melissa@olyrents.com</u> Secretary: Cheri Piles - Team NW PM - Cheri@teamnwpm.com



South West Washington NARPM Meeting Minutes

Date: Tuesday May 17th, 2022

Location: Mercato Ristorante 111 Market St NE, Olympia, WA 98501

Attendee's: Carol Adams, Cheri Piles, Cindy Blyle, Fred Lofgren, Kelley Callaghan, Kimberly Mulligan, Melissa Culver, Sandra Burkhamer, Sara Black, Teri Haglund, Todd Monohon, Tom Guyer, TJ Smith, Kiana Ovall, Amanda Wolshom.

Called to order 4pm

- Welcome & Code of Ethics
- Roll Call Introductions
- Speaker/Topic: Cheri Piles spoke about Petscreening.com

Discussed costs, processes, how it can save your company time, money and keep you out of trouble with HUD and what those issues can look like. Pertscreening.com will be a guest speaker on Friday May 27th, at the weekly Washington Meeting with Jim Henderson w/Landlord Solutions.

- Q&A Many questioned about how it is HUD compliant, how do they integrate into your website.
- Business Discussed how excited we are about new time and location.
- Treasurer Report Not available as Melissa was not present
- Tip of the day and closing Sara Code of Ethics Teri Tip of the day

Next Meeting June 21st, 2022 - 4:00 pm - Mercato Ristorante 111 Market St NE, Olympia, WA 98501

Adjourned 5:30pm



South West Washington NARPM Meeting Minutes

Date: Tuesday July 19th, 2022 4:00 PM

Location: Mercato Ristorante 111 Market St NE, Olympia, WA 98501

Welcome - Called to order by Sara at 4pm

Code of Ethics - Teri - Title 2 of ethics

Roll Call Introductions Tony with Water Restoration dropped of pens, pads and info

Speaker/Topic: Navigating The Eviction Process

Aaron J. Atkission Wertjes Atkission Law, P.S. Talked about the process for unlawful detainers and the 14 day notice process. He shared his first hand knowledge with successful evictions.

Contact info: Aaron J. Atkission Wertjes Atkission Law, P.S. 321 Cleveland Ave. SE, Suite 201 Tumwater, WA 98501 Office: (360) 570-7488 Aaron@walawps.com www.walawps.com

Business -

Amanda with Oly Rents was nominated and voted in as chapter treasurer, we will need to add her to the bank account.

Discussed the possibility of putting together of group to discuss the rental assistance fraud that we are experiencing and bringing that to the public to hear.

Tip of the day and closing - Teri brought in additional forms we should be using; DRC agreement to mediate and the form for Notice to Quit for committing waste/creating a nuisance.

No meeting next month, Summer party Thursday August 18th at Todd and Kim's.

Meeting adjourned 5:37pm

Speaker Notes:

14 day notice process, no not omit any information on the forms as it gives a defense to the opposing side. He would be happy for a fee to look over your forms to ensure you are using the correct forms.

Serving: Cert. mail is not in the statute. Use a process server or anyone over the age of 18. If you are unable to find the person you do need to make 3 good faith attempts over a 2 day period then you can post the notice to the door. Plus mail. It is good practice to use a declaration of service if we are serving notices ourselves. Include in the section of how you served and also to send the notice to the DRC to put them on record, they don't need a signed copy. Remember that notices need to include the repayment plan of no more than 1/3rd the monthly rent, resource list and DRC form. Best practice is to send it to DRC the same day you are sending it to the tenant.

After 14 days the attorney will file the summons and complaint. Must show just cause. The court hearing will be no later than 30 days, no sooner than 7 days so that happens on Fridays due to courts and covid restrictions. Court date will be set within a 2 week minimum. Summons and complaint; everything gets re-served to the tenant, if they don't show up the attorney will get a writ of restitution.

You get a Writ. Now you can take all items and file for default judgment or go to collections.

The sheriff can not execute the Writ for 5 days, then he goes to the property, posts it 3 days later, if not vacated he removes the tenant.

The housing Justice department steps in and qualifies the tenant for free council, upon doing so they can file a 2 week continuance.

10 day notice to comply, make sure you have good documentation and photos

3 day notice - waste and nuisance, higher likelihood of getting tenants out.

No Cause notices - 60 days on term leases



all website link

South West Washington NARPM Meeting

Date: Tuesday September 20th, 2022 at 4pm

Location: Mercato Ristorante 111 Market St NE, Olympia, WA 98501

- Welcome & Code of Ethics
- Roll Call Introductions
- Speaker: Christa Lenssen City of Olympia Housing Program Specialist clenssen@ci.olympia.wa.us
- Topic: City of Olympia new ordinances
- Q&A
- Business: Elections
- Tip of the day and closing

Next Meeting Tuesday October 25th, <u>Please note the date change from the 3rd Tuesday to the</u> <u>4th Tuesday</u> - 4:00 pm - Mercato Ristorante 111 Market St NE, Olympia, WA 98501

Members - Free Non Members - \$10.00 - 1st meeting is free

Your Local Board: President: Sara Black - Olympic Rentals - <u>Sara@olyrents.com</u> Vice President: Teri Haglund - Urban Olympia-<u>Teri@urbanolympia.com</u> Treasurer: Amanda Wolsborn - Olympic Rentals - amanda@olyrents.com Secretary: Cheri Piles - Team NW PM - Cheri@teamnwpm.com



Olympia's rental housing ordinance

Olympia City Council passed an ordinance (OMC 5.82) on August 16, 2022 that provides additional protections for Olympia renters.

The ordinance includes the following provisions:



Concerning the deposits to 25% of one month's rent and allows tenants the ability to pay the deposit over 3 consecutive monthly payments (Effective September 20, 2022) Can and and the deposit over 3 consecutive monthly payments (Effective September 20, 2022) Can and the deposit over 3 consecutive monthly payments and the deposit over 3 consecutive monthly payments (Effective September 20, 2022) Can and the deposit over 3 consecutive monthly payments (Effective September 20, 2022) Can and the deposit over 3 consecutive monthly payments (Effective September 20, 2022) Can and a security deposit and/or last

month's rent) (Effective September 20, 2022)

- Requires 120 days' notice for rent increases over 5% (Effective December 19, 2022)
- - Requires 180 days' notice for rent increases over 10% (Effective February 17, 2023)

based on tenant income, but do apply to landlords who rent to tenants who use a Section 8 Housing Choice voucher. \star Note that these provisions do not apply to subsidized housing properties where the amount of rent is calculated Please review the ordinance or the FAQs below for more information. Ordinance No. _____

AN ORDINANCE OF THE CITY OF OLYMPIA, WASHINGTON, AMENDING OLYMPIA MUNICIPAL CODE CHAPTER 5.82 RELATING TO THE RENTAL HOUSING CODE

WHEREAS, housing affordability and homelessness are a growing problem, and the City Council of the City of Olympia has declared that homelessness is a public health emergency; and

WHEREAS, average rents in Olympia have increased significantly while vacancies in rental housing are low, making it increasingly difficult for tenants, especially people with limited finances, to obtain rental housing; and

WHEREAS, over 7,600 households are cost-burdened in Olympia, which means they spend over 30% of their income on rent, mortgage payments, and other housing expenses; and

WHEREAS, the majority of Olympia residents are renters; and

- 7K.

WHEREAS, the Housing Action Plan finds that "people of color are more likely to rent and more likely to have lower incomes than their white, non-Hispanic counterparts. This makes them particularity vulnerable to eviction when rent increases exceed their ability to pay. This concern is reflected in the population experiencing homelessness, which is also disproportionately people of color"; and

WHEREAS, the City Council finds that adoption of the proposed tenant protections aligns with its Housing Action Plan, Strategy 2 ("Make it easier for households to access housing and stay housed.") Tenant protections are specifically outlined in Strategy 2a ("Identify and implement appropriate tenant protections that improve household stability."; and

WHEREAS, in the face of the affordable housing crisis, several other cities, such as Seattle, Auburn, Burien, Kenmore, Kent, Tukwila, and Federal Way, and King County have adopted tenant protections; and

WHEREAS, rent increases may cause a tenant to move due to inability to pay the increased rent; and

WHEREAS, these conditions in the rental market have created a barrier to relocation, because tenants, especially people with limited finances, may be unable to save money to pay security deposits, non-refundable move-in fees, and last month's rent; and

WHEREAS, before moving into a rental unit, landlords typically require that tenants pay some type of security deposit to ensure that the tenant will comply with certain provisions of the rental agreement, such as payment for damage to the dwelling unit or cleaning the unit when the tenant vacates the unit; and

WHEREAS, some landlords require that before a tenant may move into a rental unit, the tenant must pay non-refundable fees such as fees for cleaning; and

WHEREAS, before moving into a rental unit, landlords typically require that tenants prepay the last month's rent; and

WHEREAS, payment of security deposits, nonrefundable move-in fees, and last month's rent in advance of tenancy, especially for people with limited finances, is one of the barriers to obtaining housing; and

WHEREAS, limiting the amount a landlord can charge for a security deposit, non-refundable move-in fees, and last month's rent will help reduce this barrier and allow people to prepare for moving expenses with more certainty; and

WHEREAS, increasing the notice period required for significant rent increases will help tenants to prepare for moving expenses or seek assistance in locating new housing; and

WHEREAS, the City Council desires to amend Chapter 5.82 OMC to adopt the proposed tenant protections, and finds that this ordinance will protect and promote the health, safety, and welfare of the residents of Olympia;

NOW, THEREFORE, THE OLYMPIA CITY COUNCIL ORDAINS AS FOLLOWS:

Section 1. <u>Amendment of OMC 5.82</u> Olympia Municipal Code Chapter 5.82, Rental Housing Code, is hereby amended to read as follows:

Chapter 5.82 RENTAL HOUSING CODE

5.82.000 Chapter Contents

Sections:

- 5.82.010 Purpose and Intent.
- 5.82.020 Definitions.
- 5.82.030 Temporary COVID-19 rental enforcement restrictions.
- 5.82.040 Rent Increase Notification.
- 5.82.050 Pet Damage Deposits.
- 5.82.060 Limits to Move in Fees.
- 5.82.070 Violations.

5.82.010 Purpose and Intent

The purpose of this chapter is to establish regulations supporting housing security to reduce homelessness and to establish standards and enforcement mechanisms as they relate to rental housing within the municipal boundaries of the City of Olympia. It is the intent of the Olympia City Council to continue its long-term commitment to maintain healthy, vibrant, and diverse neighborhoods within the City of Olympia. The regulations contained in this chapter balance the needs of the landlord, tenant, and the City of Olympia to ensure safe, healthy, and thriving rental housing within the City's municipal boundaries. The City recognizes that the renting of residential property is a commercial venture where owners and landlords must evaluate risk, profit, and loss. Providing housing for Olympia's residents directly impacts quality of life at the most basic level, and therefore requires regulations to ensure that this commercial venture is equitably undertaken. This chapter ensures housing security for current and future residents within the City of Olympia.

5.82.020 Definitions

Unless the context clearly requires otherwise, the definitions in this section apply throughout this chapter:

A. "Days" means calendar days unless otherwise provided.

B. "Dwelling unit" means a structure or part of a structure used as a home, residence, or sleeping place by one or more persons maintaining a common household, including, but not limited to, single-family residences and units of multiplexes, apartment buildings, mobile homes, and rooms for which occupancy is authorized by a written or oral rental agreement.

C. "Landlord" means a landlord as defined in and within the scope of RCW 59.18.030 and RCW 59.18.040 of the Residential Landlord Tenant Act of 1973 ("RLTA") in effect at the time the rental agreement is executed or occurs. As of the effective day of this ordinance, the RLTA defines "landlord" as "the owner, lessor, or sub-lessor of the dwelling unit or the property of which it is a part, and in addition means any person designated as representative of the owner, lessor, or sub-lessor including, but not limited to, an agent, a resident manager, or a designated property manager."

D. "Occupancy" means the formal designation of the primary purpose of the building structure or portion thereof.

E. "Owner" means the owner of record as shown on the last Thurston County tax assessment roll or such owner's authorized agent.

F. "Rent" or "rental amount" means recurring and periodic charges identified in the rental agreement for the use and occupancy of the premises, which may include charges for utilities. These terms do not include nonrecurring charges for costs incurred due to late payment, damages, deposits, legal costs, or other fees, including attorneys' fees. PROVIDED, however, that if, at the commencement of the tenancy, the landlord has provided an installment payment plan for nonrefundable fees or deposits for the security of the tenant's obligations and the tenant defaults in payment, the landlord may treat the default payment as rent owing.

G. "Rental agreement" means all agreements which establish or modify the terms, conditions, rules, regulations, or any other provisions concerning the use and occupancy of a dwelling unit.

H. "Tenant" means any person who is entitled to occupy a dwelling unit primarily for living or dwelling purposes under a rental agreement.

5.82.030 Temporary COVID-19 rental enforcement restrictions

A. During the term of the public health emergency Proclamations issued by the Governor related to the COVID-19 pandemic, including the Governor's Proclamation 20-05, and any amendments and extensions thereto, landlords, property owners, and property managers are prohibited from treating any unpaid rent or other charges related to a dwelling or parcel of land occupied as a dwelling as an enforceable debt or obligation that is owing or collectable, where such non-payment was as a result of the COVID-19 pandemic and its adverse economic impacts, and where it occurred on or after February 29, 2020, the date when the initial State of Emergency was proclaimed in all counties in Washington State. This includes attempts to collect, or threats to collect through a collection agency, by filing an unlawful detainer or other judicial action, withholding any portion of a security deposit, billing or invoicing, reporting to credit bureaus, or by any other means. This prohibition does not apply to a landlord, property owner, or property manager who demonstrates by a preponderance of the evidence to a court that the resident was offered, and refused or failed to comply with, a re-payment plan that was reasonable based on the individual financial, health, and other circumstances of that resident and tenant. The enforcement restrictions set forth herein shall only apply to rental payment amounts during the time the Governor's Emergency Proclamation 20-05, and any amendments and extensions thereto that are in effect.

B. OMC Section 5.82.030 shall automatically expire and shall be repealed without any other action by the Olympia City Council one year after the effective date of this Ordinance, unless extended by legislative action.

C. Where an unlawful detainer action is based on any reason enumerated in OMC Chapter 5.82, it is a defense to eviction if the eviction was initiated because of a failure to pay rent due before or by July 1, 2021. The defense is available only where the reason for termination of the tenancy is based on:

1. The tenant's failure to comply with a fourteen-day notice to pay rent or vacate under RCW 59.12.030(3); or

2. The tenant's habitual failure to comply with the material terms of the rental agreement to pay rent that causes the owner to serve a notice to comply or vacate or a notice to pay rent or vacate three or more times in a twelve-month period.

D. To assert the defense under subsection A of this section, the residential tenant must prove by a preponderance of the evidence that the failure to pay rent was due to the following circumstances occurring as a result of the COVID-19 pandemic:

- 1. The tenant's illness;
- 2. Loss or reduction of income;
- 3. Loss of employment;
- 4. Reduction in compensated hours of work;
- 5. Business or office closure;
- 6. A need to miss work to care for a family member or child, where that care is uncompensated; or
- 7. Other similar loss of income due to the COVID-19 pandemic.

E. A tenant who fails to pay rent due before or by July 1, 2021, may elect to pay the overdue rent in installments if the failure to pay was due to one or more reasons in subsections C and D of this section. If an unlawful detainer action is based on the circumstances enumerated in subsections A and C of this section, it is a defense to eviction that the landlord refused a request by a tenant to enter into a reasonable repayment plan.

1. The reasons for which a landlord shall allow residential tenants to pay overdue rent on a repayment plan shall be due to one or more of the following circumstances occurring as a result of the COVID-19 pandemic as set forth in subsection D above.

2. A reasonable written installment repayment plan shall be based on the tenant's individual financial, health and other circumstances, including the tenant's income, and shall be negotiated between the landlord and residential tenant in good faith, which shall include the following provisions:

a. The plan does not require the tenant to pay more than one-third of the overdue rent per month unless agreed to by the tenant in writing; and

b. All rental debt accumulated resulting from the reasons in subsections A and C of this section shall be paid in full to the landlord by October 1, 2021 or the sunset date of this ordinance, whichever occurs first; and

c. Late fees, interest or other charges due to late payment of rent shall not accrue from the commencement of the effective date of this ordinance until this ordinance sunsets as provided in OMC 5.82.030.B, except that once a tenant has entered into a reasonable written installment repayment plan with a landlord, any default by the tenant for any reason other than due to COVID-19 as set forth in subsection D above, the tenant shall be responsible for late fees, interest or other charges from and after the date of default in the repayment plan.

5.82.040 Rent Increase Notification

- A. A landlord may not increase a tenant's rent by more than five percent of the rent unless the landlord has provided the tenant with notice of the rent increase at least 120 days before such increase takes effect.
- B. A landlord may not increase the rent of a tenant by more than 10 percent of the rent unless the landlord has provided the tenant with notice of the rent increase at least 180 days before such increase takes effect.
- C. Pursuant to RCW 59.18.140, if the rental agreement governs a subsidized tenancy where the amount of rent is based on the income of the tenant or circumstances specific to the subsidized household, a landlord shall provide a minimum of 30 days' prior written notice of an increase in the amount of rent to each affected tenant.
- D. Any notice of a rent increase required by this section must be served in accordance with RCW 59.12.040. Notice of any rental increase of five percent or less may be served in accordance with RCW 59.12.040.

5.82.050 Pet Damage Deposits

A. Except as provided in subsection B of this section, a landlord may require payment of a pet damage deposit that may not exceed 25 percent of one month's rent, regardless of the time when the pet damage deposit is paid.

B. Exceptions

1. A landlord may not require a pet damage deposit for an animal that serves as an assistance animal for the tenant. This prohibition does not prohibit a landlord from bringing an action for damages resulting from damage to the landlord's property caused by the tenant's assistance animal. For purposes of this subsection, "assistance animal" means an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or that provides emotional support that alleviates one or more identified effects of a person's disability.

2. A landlord may not charge a pet damage deposit in that type of subsidized housing where the amount of rent is set based on the income of the tenant. This exception for subsidized housing does not include tenancies regulated under Section 8 of the Housing Act of 1937, 42 U.S.C. Sec. 1437f, commonly known as the choice voucher program.

C. If the tenant's pet's occupancy begins at the beginning of tenancy, the amount of the pet damage deposit must be specified in a rental agreement. If the tenant's pet's occupancy begins after the beginning of the tenancy, the amount of the pet damage deposit must be specified in an addendum to the rental agreement. The tenant may elect to pay the pet damage deposit in three consecutive, equal monthly installments that begin when the tenant's pet first occupies the rental unit or the tenant may propose an alternative installment schedule. If the landlord agrees to the tenant's alternative installment schedule the schedule must be described in the rental agreement.

D. A landlord may not keep any portion of the pet damage deposit for damage that was not caused by a pet for which the tenant is responsible. Not later than 21 days from the end of the tenancy, the landlord shall return to the tenant any portion of the pet damage deposit not applied to the costs of remediating damage caused by a pet for which the tenant is responsible, or the landlord shall provide to the tenant an itemized list of damages if a portion or the entirety of the deposit is retained for damage caused by a pet for which the tenant is responsible.

E. Other than the pet damage deposit authorized by subsection A of this section, a landlord may not charge the tenant any fee for keeping a pet.

5.82.060 Limits to Move in Fees

A refundable security deposit or last month's rent may be charged by a landlord before a tenant takes possession of a dwelling unit. Landlords are prohibited from charging tenants any other non-refundable fees or one-time fees at the beginning of the tenancy, including a fee to hold a unit prior to the tenant taking possession. The amount of the refundable security deposit or last month's rent may not exceed one month's rent, except in that type of subsidized housing where the amount of rent is set based on the income of the tenant. The exception for subsidized housing does not include tenancies regulated under Section 8 of the Housing Act of 1937, 42 U.S.C. Sec. 1437f, commonly known as the choice voucher program. A landlord is prohibited from charging or accepting any move in fee in excess of that allowed in this section. Nothing in this section prohibits a landlord from charging a pet damage deposit, as allowed in OMC 5.82.050.

5.82.070 Violations

A. Any tenant claiming injury from any violation of this chapter may bring an action in Thurston County Superior Court or in any other court of competent jurisdiction to enforce the provisions of this chapter and is entitled to all remedies available at law or in equity appropriate to remedy any violation of this chapter, including declaratory or injunctive relief.

<u>B.</u> A landlord who violates this chapter is liable to the tenant in an action brought by the tenant under subsection A, above, for: (1) any actual damages incurred by the tenant as a result of the landlord's violation or violations of this chapter; (2) double the amount of any security deposit unlawfully charged or withheld by the landlord; (3) reasonable attorney fees and costs incurred by the tenant in bring such action.

<u>C.</u> A landlord's failure to comply with any of the provisions of this chapter is a defense in any legal action brought by the landlord to recover possession of the dwelling unit.

Section 2. <u>Corrections</u>. The City Clerk and codifiers of this Ordinance are authorized to make necessary corrections to this Ordinance, including the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 3. <u>Severability</u>. If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance or application of the provisions to other persons or circumstances shall remain unaffected.

Section 4. <u>Ratification</u>. Any act consistent with the authority and prior to the effective date of this Ordinance is hereby ratified and affirmed.

Section 5. <u>Effective Date</u>. This Ordinance takes effect 30 days after passage and publication, as provided by law, except that 5.82.040 subsection A takes effect 120 days after passage and publication, and 5.82.040 subsection B takes effect 180 days after passage and publication.

MAYOR

ATTEST:

CITY CLERK

APPROVED AS TO FORM:

Michael M. Young DEPUTY CITY ATTORNEY

PASSED:

APPROVED:

PUBLISHED:



South West Washington NARPM Meeting

Date: Tuesday November 15th, 2022 at 4pm

Location: Mercato Ristorante 111 Market St NE, Olympia, WA 98501

- Welcome & Code of Ethics #5 by Teri Haglund
- Roll Call Introductions
- White Board 2023 Planning Round Robin Speaker Idea's - bring them!

How to deal with city of Olympia to prevent future city ordinances How to better leverage our chapter - vendors Contractor sharing/help connection Vendor speed dating - cleaners, flooring (installers) HOA - Vantage/VIS Summit - Utility companies and municipalities Attny: Eviction process in detail and the DRC HUD Sponser JBLM Housing Rep City council members - city managers, police and fire Homeless liaisons - ODA, Clean team, Pipe, crime, theft patrol RHA - Legislative Insurance companies: Jared/Brokerage? WLA

IRAM - connection

- Q&A
- Business
- Tip of the day and closing REMOVE THIS FROM FUTURE AGENDA

Next Meeting: Christmas Party Tuesday December 13th, 2022 - 4:00 pm - Pizzeria La Gitana - 518 Capitol Way S, Olympia, WA 98501 *Meal Free Bring a white elephant gift*

Your Local Board:

President: Sara Black - Olympic Rentals - <u>Sara@olyrents.com</u> Vice President: Teri Haglund - Urban Olympia- <u>Teri@urbanolympia.com</u> Treasurer: Amanda Wolsborn - Olympic Rentals - amanda@olyrents.com Secretary: Cheri Piles - Team NW PM - Cheri@teamnwpm.com



South West Washington NARPM Board Meeting Minutes

Date: April 6th

Location: 115 State Ave NE, Olympia, WA 98501

Attendee's: Sara Black, Teri Haglund, Melissa Smith, Cheri Piles, Todd Monahan

Agenda:

Discussed possible new meeting areas, Rivers Edge, Mercatos, Toas, Chelse Spar Discussed keeping it lunch or happy hour/dinner

Discussed our first meeting back together, we confirmed that it will be a social/mixer with finger foods and and talk with members about topics they would like to hear about, speakers they would like to see.

Create a form for members to confirm board positions

Reviewed the remainder of assigned tasks to each board member:

<u>Sara</u>	<u>Teri</u>	<u>Melissa</u>	<u>Cheri</u>	
Prep food for meeting	Check with Aaron Atkinsson about speaking		Check with Jim Henderson about Speaking	
Check with Restaurants for space	Checking with Riversedge, Mercatos		Create form for board positions	

Next General Membership Meeting April 26th - 4:00 pm - @theOlyrents building

Your Local Board:

President: Sara Black - Olympic Rentals - <u>Sara@olyrents.com</u> Vice President: Teri Haglund - Urban Olympia- <u>Teri@urbanolympia.com</u> Treasurer: Melissa Smith - Olympic Rentals - <u>Melissa@olyrents.com</u> Secretary: Cheri Piles - Team NW PM - Cheri@teamnwpm.com



South West Washington NARPM Board Meeting Minutes

Date: May 4th

Location: 115 State Ave NE, Olympia, WA 98501

Attendee's: Sara Black, Teri Haglund, Cheri Piles

Agenda:

Recap of where we can have the new meeting and time: Mercatos can host us at 4pm on the 3rd Tuesday as we are used to.

Came up with speaker list for rest of year:

June: Ryan with PNW Insurance (Ryan not available, Cheri will talk about Petscreening.com) July: Anny Aaron Atkison

August: No outside Speaker (summer gathering) member social

September: Rachel with section 8 housing

October: Q&A - This also falls on the National convention

November - Lobbyist Chris Vennice

December - No outside Speaker (Holiday party) member social

Reviewed the remainder of assigned tasks to each board member:

<u>Sara</u>	<u>Teri</u>	<u>Melissa</u>	<u>Cheri</u>	
	Tip of the day		Create Agenda for	
			meetings	

Next General Membership Meeting May 17th - 4:00 pm - Mercato Ristorante 111 Market St NE, Olympia, WA 98501

Your Local Board:

President: Sara Black - Olympic Rentals - <u>Sara@olyrents.com</u> Vice President: Teri Haglund - Urban Olympia- <u>Teri@urbanolympia.com</u> Treasurer: Melissa Smith - Olympic Rentals - <u>Melissa@olyrents.com</u> Secretary: Cheri Piles - Team NW PM - Cheri@teamnwpm.com



South West Washington NARPM Board Meeting Minutes

Date: May 24th

Location: 115 State Ave NE, Olympia, WA 98501

Attendee's: Sara Black, Teri Haglund, Cheri Piles, Cindy blyle

Agenda:

Sara announced that Melissa has given notice and will no longer be secretary and we will need to replace her, names mentions were maybe Jake from TJ Guyer, Hanna from Holiday Trust? Have Cindy talk to members how Narmp works, what do all of the acronyms mean?

We are going to discuss Day on the hill, Biddens Home Care package Pkg during Business part of meeting in the future...

Tip of the day: NARPM has a podcast available on many platforms such as Apple, Amazon and Audible

Discussed possible locations for Summer gathering - We decided against someone's home and to go somewhere, checking on places that have outdoor spaces.

Reviewed the remainder of assigned tasks to each board member:

<u>Sara</u>	<u>Teri</u>	<u>Melissa</u>	<u>Cheri</u>	<u>Cindy</u>
Confirm Ryan	Tip of the day		Email Sara Meeting	Following up with
for June			minutes	membership
Speaker				
Pass around the				
"Big Book"				

Next General Membership Meeting June 14th - 4:00 pm - Mercato Ristorante 111 Market St NE, Olympia, WA 98501

Your Local Board:

President: Sara Black - Olympic Rentals - <u>Sara@olyrents.com</u>

Vice President: Teri Haglund - Urban Olympia- <u>Teri@urbanolympia.com</u> Treasurer:

Secretary: Cheri Piles - Team NW PM - <u>Cheri@teamnwpm.com</u> Membership committee: Cindy Blyle - Cindy@teamnwpm.com



South West Washington NARPM Board Meeting Minutes

Date: July 26th, 2022 Location: Zoom

Attendee's: Sara Black, Amanda Wolsborn, Cheri Piles

Agenda:

Recap of Meeting last week, was great, good speaker.

No August Meeting, Summer party will be held at Todd and Kim's 5407 Peninsula DR Olympia, WA. Sara will confirm the date and 4pm start time. We are anticipating 10-12 people and budgeting \$300.00 for food and beverages. In the email invite - Bring Craziest PM Stories!!

Sara Black, Amanda Wolsborn and Teri Haglund need to be added to the Banking Account.

Speaker/date changes for upcoming months:

September - Department of Commerce for mitigation process, keep on radar that we need to do elections

October - Move to 25th, after the national conference. Have Rachel with Section 8 this month. Have Cindy and Cheri speak about the conference during the business part of the meeting.

November - Lobbyist - Chris Vennice? Jim Henderson?

December - No outside Speaker (Holiday party) member social

Goals: Get speakers confirmed before the August Party.

Charges: Non members: 1st meeting is complimentary, thereafter is \$10.00, Members free.

Assigned tasks:

Sara: Will confirm the summer party date, reach out to Chris Vennice for November Amanda/Sara: Reach out to Department of Commerce Cheri: Reach out to Jim Henderson - Need to confirm summer party is members only? Sara, Amanda and Teri - Go to bank and get on the banking account.

Your Local Board:

President: Sara Black - Olympic Rentals - Sara@olyrents.com Vice President: Teri Haglund - Urban Olympia- Teri@urbanolympia.com Treasurer: Amanda Wolsborn - Olympic Rentals - Amanda@olyrents.com Secretary: Cheri Piles - Team NW PM - Cheri@teamnwpm.com



South West Washington NARPM Board Meeting Minutes

Date: September 26th, 2022 Location: Oly Rents

Attendee's: Sara Black, Amanda Wolsborn, Cheri Piles

Agenda:

Recap of Meeting last week, The City of Olympia was false in reaching out to us before bringing the ordinances in place, the meeting Todd and Cheri went to did not discuss these issues.

Send out survey monkey for our positions, if it's too much time just send a email out to the members.

Speaker/date changes for upcoming months:

October - Move to 25th, after the national conference. Have Rachel with Section 8 this month. Have Cindy and Cheri speak about the conference during the business part of the meeting.

November - Lobbyist - Chris Vennice? Jim Henderson? RHA?

December - No outside Speaker (Holiday party) member social - December 13th for Christmas Party, at LaGuitana Pizzaria

Charges: Non members: 1st meeting is complimentary, thereafter is \$10.00, Members free.

Assigned tasks: Sara: Will confirm her lead for speaker Rachel with section 8 Amanda/Sara: Reach out to Department of Commerce Cheri: Reach out to Jim Henderson Teri - confirm LaGuitana Pizzaria



South West Washington NARPM Board Meeting Minutes

Date: November 8th Location: Olympic Rentals

Attendee's: Sara Black, Amanda Wolsborn, Teri Haglund, Cheri Piles

Agenda:

Recap of Meeting last month, was great, good speaker.

Board members: Sara Black, Amanda Wolsborn and Teri Haglund need to be added to the Banking Account. Moving bank from 1st Security to Timberland Bank.

This month meeting is going to be 2023 Planning Meeting - White board round robin speaker ideas.

Charges: Non members: 1st meeting is complimentary, thereafter is \$10.00, Members free. This month we are going offer free!!

Discussed Christmas Party: December 13th at 4pm at Pizzeria La Gitana - Olympia. Meals will be included, attendees will pay for their own drinks. Send out reminders: Nov 16th, 29th, Dec 6 and December 12th. Invite members only plus the xfinity guests.

Your Local Board:

President: Sara Black - Olympic Rentals - Sara@olyrents.com Vice President: Teri Haglund - Urban Olympia- Teri@urbanolympia.com Treasurer: Amanda Wolsborn - Olympic Rentals - Amanda@olyrents.com Secretary: Cheri Piles - Team NW PM - Cheri@teamnwpm.com

SW WA NARPM Board Members

President – Sara Black President Elect – Teri Haglund Secretary – Cheri Piles Treasurer – Amanda Wolsborn Membership Chair – Cindy Blyle

#81

COMPLETE

Collector:	Web Link 1 (Web Link)
Started:	Wednesday, January 11, 2023 6:27:44 PM
Last Modified:	Wednesday, January 11, 2023 6:28:47 PM
Time Spent:	00:01:03
IP Address:	76.115.116.149

Page 1: Positions with a * are REQUIRED

Q1

Chapter Name

Southwest Washington

Q2

Chapter President*

Sara Black

Q3

President Elect*

Teri Haglund

Q4

Past President*

Sara Black

Q5

Respondent skipped this question

Vice President (if applicable)

Q6

Treasurer*

Amanda Wolsborn

Q7

Secretary*

Cheri Piles

Q8

New Member Mentor* In June 2020, NARPM National adopted the motion that all chapters are required to identify a New Member Mentor for their chapter each year. It is not an elected position, but is a duty that a volunteer member or board member should be completing. The program is in the Chapter Success Guide, starting on page 148.

Sara Black

Q9 Education Chair	Respondent skipped this question
Q10 Membership Chair	Respondent skipped this question
Q11 Legislative Chair	Respondent skipped this question
Q12 Other position(s) not listed	Respondent skipped this question

#88

COMPLETE

Collector:	Web Link 1 (Web Link)	
Started:	Friday, February 03, 2023 1:23:54 PM	
Last Modified:	Friday, February 03, 2023 1:24:24 PM	
Time Spent:	00:00:29	
IP Address:	72.196.62.218	

Page 1: Positions with a * are REQUIRED

Q1

Chapter Name

Southwest Washington

Q2

Chapter President*

*

Q3

President Elect*

*

Q4

Past President*

*

Q5

Respondent skipped this question

Vice President (if applicable)

Q6

Treasurer*

*

Q7

Secretary*

*

Q8

New Member Mentor* In June 2020, NARPM National adopted the motion that all chapters are required to identify a New Member Mentor for their chapter each year. It is not an elected position, but is a duty that a volunteer member or board member should be completing. The program is in the Chapter Success Guide, starting on page 148.

Change Mentor to Cindy Blyle instead of Sara Black

Q9 Education Chair	Respondent skipped this question
Q10 Membership Chair	Respondent skipped this question
Q11 Legislative Chair	Respondent skipped this question
Q12 Other position(s) not listed	Respondent skipped this question

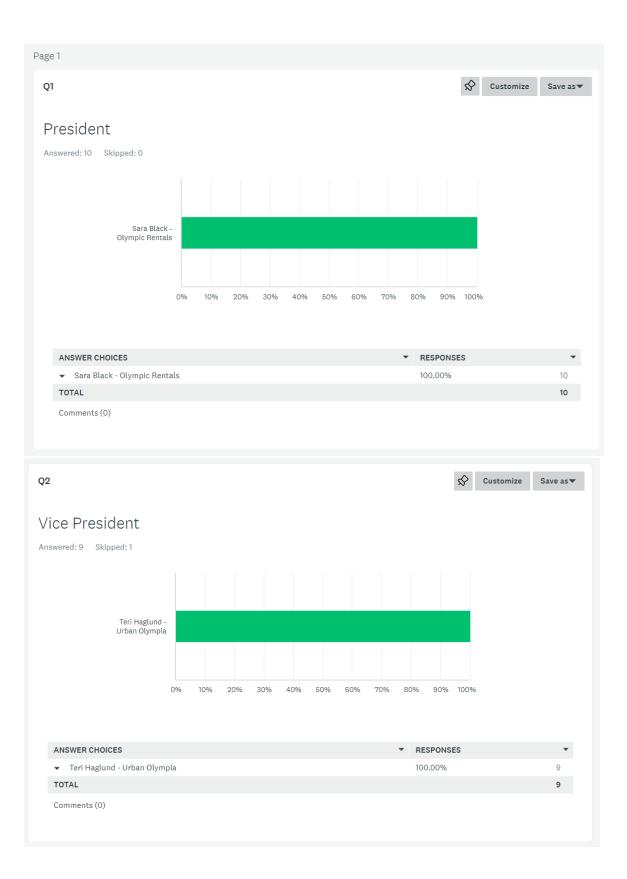
Southwest Washington Board Meeting Minutes <u>Amendment</u> October 25th, 2022 Mercato Ristorante - 111 Market St NE, Olympia, WA 98501

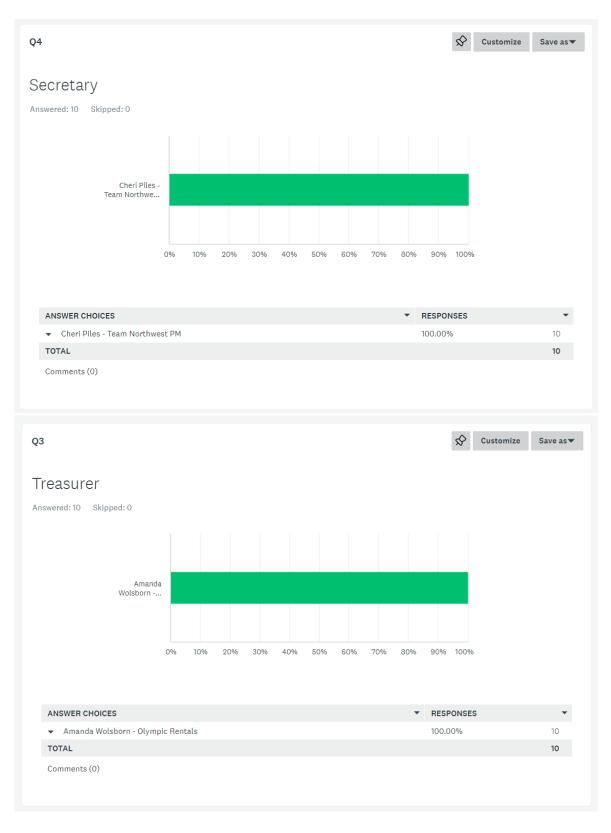
Board of Directors Election: Nominations were conducted with no other volunteers for positions from the floor.

General Members voted for the following positions for the 2023 term: President: Sara Black Treasurer: Amanda Wolsborn President Elect: Teri Haglund Secretary: Cheri Piles

Members present: Amanda Wolsborn Cheri Piles Jake Lervold Jeff Beals Kelley Callahan Sandra Burhamer Sara Black Teri Haglund Rob Rothwell

Voting was conducted by a raise of hands for each officer unanimously for each position. In addition to the in person voting electronic voting was sent out via survey monkey to the membership and results are below:





End of Amendment.