

# Horton Zen House

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## *Tenant and Resident Policies*

This section describes the policies relating the persons desiring to live at the Horton Zen House. Chobo-Ji's vision is to develop a meditation residential program. Presently many people living at the Horton Zen House are pre-existing tenants who are not necessarily interested in participating in the meditation practice nor would be interested in participating in the residential program. Chobo-Ji respects the rights of the pre-existing tenants and has developed policies to uphold their rights.

### **1. Definitions**

#### **1.1 Tenant**

A tenant is a person who has signed a current Lease/Rental Agreement to live in the Horton Zen House apartments. To remain in good standing, tenants must remain current on rent and follow the policies, rules and procedures of the Horton Zen House.

#### **1.2 Resident**

A resident is a tenant who has also submitted a Residential Training Application, had it reviewed and approved by the Board, and subsequently signed a current Residential Contract. To remain in good standing, residents must tirelessly follow Chobo-Ji's rigorous Residential Zen Training Program under the auspices of Chobo-Ji's abbot. (A resident is a zen student.)

#### **1.3 Pre-existing Tenant**

A pre-existing tenant is a current tenant who has been renting an apartment in the Horton Building since 03 December 2009 (date that Chobo-Ji took ownership).

#### **1.4 Tax-Exempt Apartment**

A tax-exempt apartment is any apartment declared as housing for religious persons as defined by the State of Washington for which property tax is not paid to King County. (The apartment may be declared part of the church for which the use is not defined, need legal help here.)

#### **1.5 Non-Exempt Apartment**

A non-exempt apartment is any apartment that has not been declared tax-exempt.

### **2. Apartment Tax Exemption Conversion**

At the discretion of the board, the tax status of any apartment may be changed from non-exempt to tax-exempt, providing the taxing authorities' criteria are satisfied. Conversion from tax-exempt to non-exempt is not anticipated, as it does not support the vision of the Zen house.

### **3. Apartment Vacancy**

Upon apartment vacancy, preference will be given to resident applicants followed by tenant applicants, in the following order:

- Applicants that have completed the Chobo-Ji residential student application process.
- Members of the Chobo-Ji Sangha
- Dharma Friends of Chobo-Ji, not members
- Teachers and graduate students
- Undergraduate students
- All others

Applicants will complete either the residential training application or a tenant application form.

#### **3.1 Apartment Occupancy**

No apartment may be occupied by either a resident or a tenant until the appropriate application process has been completed as outlined in Part I Section 8.

#### **3.2 Resident Waiting List**

A waiting list of Chobo-Ji residential student applicants shall be maintained by the apartment manager in order of applications received. The applicant will remain on the list indefinitely unless a request to be removed is issued.

#### **3.3 Tenant Waiting List**

A list of tenant applicants shall not be maintained.

#### **3.4 Resident Applicant Declining of Apartment**

A residential student applicant on the waiting list may decline an offered apartment, without being removed from the waiting list or losing their waiting list position.

#### **3.5 Ordained Residential Applicants**

Ordained residential student applicants will have seniority on the waiting list.

#### **3.6 Residential Applicant with Spouse/Significant Other**

An applicant having a spouse or significant other may apply for the residential program with approval of the abbot and after completing the Spouse/Significant Other Residential Training Acknowledgement, Appendix {TBD}.

#### **3.7 Pre-existing Tenant**

The Chobo-Ji board will not ask pre-existing tenants to leave in order to allow resident applicants to become tenants. If one or more resident applicants have been on the resident waiting list more than 1 year, the Chobo-Ji board will address this issue.

### **3.8 Termination**

Tenant or resident apartment termination and/or eviction is solely at the discretion of the Chobo-Ji Board, subject to relevant Washington State law and City of Seattle ordinance.

### **3.9 Keys**

Two keys shall be provided to any new tenant upon occupancy. Requests for additional keys shall be granted or refused at the discretion of the apartment manager and subject to fees per appendix A.

### **3.10 Housing Costs**

3.10.1 Rents: Tenants of Horton Zen House shall pay their rents and deposits per the schedule of fees, Appendix A. The rent amount is at the discretion of the Chobo-Ji Board. Rents are non-refundable.

3.10.2 Training Fee: Residents of Horton Zen House shall pay a training fee per the schedule of fees, appendix A. The training fee amount is at the discretion of the Chobo-Ji board. Training fees are non-refundable.

### **3.11 Return of Deposit**

At the discretion of the Horton Zen House apartment manager, all or a portion of the refundable deposit may be returned to the tenant after the apartment has been vacated per tenant agreement.

### **3.12 Prorated Rents and Training Fees**

Rents and Training Fees will be prorated based on the date of occupancy relative to the number of days in the month of occupancy.

### **3.13 Utilities**

Tenants are responsible for transferring phone and cable service to their name and for the cost of their phone and cable service from the date of occupancy.

## **4. Construction Related Policies**

Policies in this section will supersede other policies as they relate to construction of the new zendo space. This section is to be deleted upon completion of the zendo space.

### **4.1 Combined Gas Metering**

The combining of gas metering into a common meter shall not result in a rent increase for preexisting tenants for a period of no more than one year.

### **4.2 Laundry Facilities**

An additional agreement will be included in the rental or resident agreement stating that laundry facilities shall not be available during part of the construction period and notice to tenants and residents will be given when laundry facilities are complete and ready for use.