

Chapter 7

LEASING and LEASE TERMINATIONS

INTRODUCTION

It is the BHA's policy that all units must be occupied pursuant to a dwelling lease agreement that complies with HUD's regulations [24 CFR Part 966]. This Chapter describes pre-leasing activities and the BHA's policies pertaining to lease execution, security deposits, other charges, and additions to the lease.

A.

LEASE ORIENTATION

Within 90 calendar days after the execution of the lease, the family head is required to attend a BHA lease orientation.

Orientation Agenda

When families attend the lease orientation, they will be provided with:

A copy of the Lease

A copy of the BHA Newsletter

An agenda of upcoming BHA activities and Resident Advisory Board meetings.

Topics to be discussed will include, but are not limited to:

Applicable deposits and other charges

Provisions of the Lease

Orientation to the community

Unit maintenance and work orders

Explanation of occupancy forms

Terms of occupancy

Community Service and Self-sufficiency policy

B.

EXECUTION OF LEASE

The lease shall be executed by the family head and spouse or co-heads of the household, and by an authorized representative of the BHA, the Site Manager, prior to admission.

An appointment will be scheduled for the parties to execute the lease. One executed copy of the lease will be given to the resident, and the BHA will retain one in the resident's file. The lease is incorporated into this policy by reference. The lease document will reflect current BHA policies as well as applicable Federal, State and Local law.

The following provisions govern lease execution and amendments:

A lease is executed at the time of admission for all new residents and annually during recertifications for current residents.

A new lease is executed at the time of the transfer of a resident from one BHA unit to another

A Pet Policy has been amended to the Admissions and Continued Occupancy Policy

If, for any reason, any signer of the lease ceases to be a member of the household, the lease will be amended by drawing a line through the party's name and both parties will be required to initial and date the change

Lease signers must be persons legally eligible to execute contracts. If no member of the household is qualified to sign a lease, a legal guardian may co-sign the lease, subject to BHA approval

The names and date of birth of all household members are listed on the lease at initial occupancy and on the Application for Continued Occupancy each subsequent year. Only those persons listed on the most recent certification shall be permitted to occupy a dwelling unit

Changes to resident rents are made upon the preparation and execution of a "Notice of Rent Adjustment" by the BHA, which becomes an attachment to the lease. Documentation will be included in the resident file to support proper notice.

Households that include a Live-In Aide are required to execute a lease addendum authorizing the arrangement and describing the status of the attendant. Households that include a Live-In Aide will contain file documentation that the Live-In Aide is not a party to the lease and is not entitled to BHA assistance, with the exception of occupancy while serving as the attendant for the participant family member.

The BHA may modify its form of lease from time to time, giving residents an opportunity to comment on proposed changes and advance notice of the implementation of any changes. A resident's refusal to accept permissible and reasonable lease modifications, or those modifications required by HUD, is grounds for termination of tenancy

C.

ADDITIONS TO THE LEASE

Requests for the addition of a new member of the household must be approved by the BHA, prior to the actual move-in by the proposed new member. Following receipt of a family's request for approval, the BHA will conduct a pre-admission screening, including the Criminal History Report, of the proposed new member. Only new members approved by the BHA will be added to the household.

Factors determining household additions:

1. Household additions subject to screening:

Resident plans to marry

Resident is awarded custody of a child over the age for which juvenile justice records are available

Resident desires to add a new family member to the lease, employ a live-in aide, or take in a foster child(ren)

A unit is occupied by a remaining family member(s) under age 18 (not an emancipated minor) and an adult who was not a member of the original household requests permission to take over as the head of household.

2. Factors determining household additions which are not subject to screening:

Children born to a family member or whom a family member legally adopts are exempt from the pre-screening process.

3. Factors determining household additions which may be subject to screening, depending on HA discretion:

Children below the age under which juvenile justice records are made available, who are added through a kinship care arrangement are not exempt from the pre-screening process

BHA may request, but not require, that the public housing resident provide the Authority with a signed consent form from the parent(s) or legal guardian allowing BHA to check the juvenile records of the child.

4.

Residents who fail to notify the BHA of additions to the household, or who permit persons to join the household without undergoing screening, are in violation of the lease. Such persons are considered to be unauthorized occupants by the BHA, and the entire household will be subject to eviction [24 CFR 966.4(f)(3)].

5. Family members age 18 and over who move from the dwelling unit to establish new households shall be removed from the lease. The resident must notify the BHA of the move-out immediately after the occurrence. These individuals may not be readmitted to the unit and must apply as a new applicant for placement on the waiting list.
6. The resident may not provide accommodations for boarders or lodgers; however, this does not exclude reasonable accommodations of guests or visitors for any initial period up to fifteen (15) days, and, at the resident's request and with BHA approval. Abuse of this policy will result in termination of lease and legal action towards eviction.

Residents are not permitted to allow a former resident of the BHA who has been evicted to board/lodge/reside the unit for any extended period of time.

Residents must advise the BHA when they will be absent from the unit for more than fifteen days and provide a means for the BHA to contact the resident in the event of an emergency. Failure to advise the BHA of extended absences is grounds for termination of the lease. Any absence in excess of thirty consecutive days without prior notice to the Authority will be considered abandonment of unit.

D.

LEASING UNITS WITH ACCESSIBLE OR ADAPTABLE FEATURES [24 CFR 8.27(a)(1)(2) and (b)]

Accessible units will be offered and accepted by non-mobility impaired applicants only with the understanding that such applicants must accept a transfer to a non-accessible unit at a later date if a person with a mobility impairment requiring the unit applies for housing and is determined eligible.

Before offering a vacant accessible unit to a non-disabled applicant, the BHA will offer such units:

First, to a current occupant of another unit of the same development, or other public housing developments under the BHA's control who has a disability that requires the special features of the vacant unit.

Second, to an eligible qualified applicant on the waiting list having a disability that requires the special features of the vacant unit.

The BHA will require a non-disabled applicant to agree to move to an available non-accessible unit within 30 days when either a current resident or an applicant needs the features of the unit and there is another unit available for the applicant. This requirement will be a provision of the lease agreement.

E.

UTILITY SERVICES

Prospective residents responsible for furnishing utilities must assure the BHA that the necessary

utility service(s) for the anticipated unit will be obtained in order to comply with the requirement of a safe, sanitary and healthy living environment.

Residents responsible for direct payment of utilities must abide by any and all regulations of the specific utility company, including regulations pertaining to advance payments of deposits. Failure to maintain utility services during tenancy is a lease violation and grounds for eviction. Non-payment of excess utility charge payments to the BHA is also a violation of the lease and is grounds for eviction.

F.

SECURITY DEPOSITS

New residents must pay a security deposit to the BHA at the time of admission. Prospective residents must deposit with the BHA at the time of admission a security deposit equal to two month's Total Resident Payment (TTP) up to a maximum of \$200; however, Elderly Families must deposit one month's rent up to a maximum of \$100. Residents admitted prior to the effective date of this policy were subject to different security deposit requirements and shall not be required to adhere to the provisions of this section.

The BHA will abide by all HUD regulations and state laws regarding the collection and refund of resident security deposits. The BHA will hold the security deposit for the period the resident occupies the unit.

The BHA will refund to the Resident the amount of the security deposit, less any amount needed to pay the cost of:

Unpaid Rent

Damages listed on the Move-Out Inspection Report that exceed normal wear and tear

Other charges under the Lease.

The BHA will refund the Security Deposit less any amounts owed, within 30 days after move out and resident's notification of new address. The BHA will provide the resident or designee identified above with a written list of any charges against the security deposit. If the resident disagrees with the amount charged to the security deposit, the BHA will provide a meeting to discuss the charges.

The resident must leave the dwelling unit in a clean and undamaged (beyond normal wear and tear) condition and must furnish a forwarding address to the BHA. All keys to the unit must be returned to the Management upon vacating the unit.

The BHA will not use the security deposit for payment of rent or other charges while the resident is living in the unit.

G.

RENT PAYMENTS

The resident rent is due and payable at the BHA-designated location on the first of every month. If the first falls on a weekend or holiday, the rent is due and payable on the first business day thereafter.

If the BHA does not receive payment by the agreed-upon date, a delinquent rent notice will be sent.

If the payment of rent and other charges due under the lease will be delayed beyond the first day of the month, the resident may inform Management no later than three (3) business days before the payment is due. The resident has up to the 10th day of the month as grace period. The notification may include an explanation of the circumstances that will delay the resident's payment, and indicate the date on which full payment will be made.

Non-payment of work order charges for the past sixty (60) days and/or repeated late payment of these charges in the past sixty (60) days will result in eviction proceedings.

H.

FEES AND NONPAYMENT PENALTIES

If the resident fails to make payment by the tenth day of the month, a late fee 25.00 will be charged.

A charge of \$15.00 will be assessed against the resident for checks that are returned for non-sufficient funds (NSF), or checks written on a closed account.

The BHA will always consider the rent unpaid when a check is returned as NSF or a check is written on a closed account. If the BHA has not agreed to accept payment at a later date, a Notice to Vacate will be issued for failure to pay rent. Written notice shall be give of a reasonable time to commensurate with the needs of the situation.

As a result of numerous Authority and HUD inspections, the Authority is obligated to enforce compliance for health and safety hazards even when issues are tenant caused. The Authority will utilize HUD defined Uniform Physical Condition Standards to determine non-compliance. Non-compliance of the following items will result in a \$50 fine (plus time and materials if applicable) payable upon the first of the month following the infraction:

Illegal parking (firelanes, grass/play areas, near dumpsters, etc)

Damaged or removed smoke detectors (\$50 fine is charged in addition to time and materials)

Blocked egress (windows and doors)

Trip hazards in apartment (poorly installed cable wires and/or electrical wires by the tenant)

Failure to make payment on these fines and/or repeated non-compliance are subject to eviction proceedings.

I.

SCHEDULES OF SPECIAL CHARGES

Schedules of special charges for services, repairs, utilities and rules and regulations which are required to be incorporated into the lease by reference shall be publicly posted in a conspicuous manner in the project office, and they will be provided to applicants and residents upon request.

J.

MODIFICATIONS TO THE LEASE

Schedules of special charges and rules and regulations are subject to modification or revision. Residents will be provided at least thirty (30) days written notice of the reason(s) for any proposed modifications or revisions, and they will be given an opportunity to present written comments. Comments will be taken into consideration before any proposed modifications or revisions become effective.

A copy of such notice shall be posted in the central office, included in the resident newsletter, and be posted in at least two conspicuous places within each structure or building in which residents affected by the modifications or revisions are located.

Any modifications of the lease must be accomplished by a written addendum to the lease and signed by both parties.

K.

CANCELLATION OF THE LEASE/EVICTIONS

Cancellation of the resident's lease is to be in accordance with the provisions contained in the lease agreement and as stated in this policy.

The dwelling lease is the contract between the Authority and the resident that governs all conditions of tenancy. Serious and/or repeated violations of the lease are grounds for eviction. These violations include but are not limited to:

Non-payment of rent

Failure to abide by annual and interim reexamination requirements

Failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Re-certifications

Fraud or misrepresentation

Permitting unauthorized persons to live in the unit

Assignment or subleasing of the premises or provided accommodation for boarders or lodgers

Failure to dispose of garbage waste and rubbish in a safe and sanitary manner

Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner

Engaging in criminal activity, including violent crimes and any other crimes, or any drug related criminal activity on or off, not just on or near, BHA property that will pose a threat to life, health, safety, or peaceful enjoyment of residents or employees of this Authority as supported by the One-Strike Policy. Criminal activity is cause for evictions in the absence of criminal conviction

Destruction or abuse of BHA property to include non-payment of work order charges

Creating disturbances that seriously and/or repeatedly interfere with the rights of other residents to use and enjoy their units

Creating/maintaining conditions that endanger the health, welfare or safety of other residents

Failure to comply with BHA Rules and Regulations as stated in the lease.

The lease may also be terminated as a result of a HUD-approved plan for disposition, demolition or rehabilitation of a unit that may require being vacant.

The Authority will abide by the lease, HUD regulations and State laws with regard to eviction notices and will honor the rights of residents to appeal BHA actions through the Grievance Procedure and the courts.

L.

LEASE ENFORCEMENT AND CAUSE EVICTIONS

The BHA has an obligation to protect the rights of all residents, safeguard and improve housing conditions of each complex, and generate an effective management effort through a strong management-resident relationship.

In an effort to effectively perform the above, the BHA will implement a credible and coordinated lease enforcement program. Such enforcement shall be the primary responsibility of the Site Managers primarily due to their on-site capability to serve the residents of their respective complexes.

The Director of Property Management will monitor all lease enforcement activities and establish all policies and procedures.

The Chief of Security will serve as the liaison between the BHA and the police department, will recommend lease revisions and coordinate legal matters with the BHA attorney. The following will constitute the lease enforcement process and is the responsibility of the Chief of Security to:

Obtain police reports - police reports describe the circumstances of all arrests made on BHA property

Gather information on lease violations – obtain all information related to lease violations including, but not limited to:

Property inspections

Reports from residents, staff and the general public

Police reports

Applications for public housing

Daily newspapers

Investigate violation – the Chief of Security will follow up on information received from all sources regarding alleged or potential lease violations to determine if the information is true and accurate

Determine if the violation constitutes an emergency or a serious violation of the terms of the lease – the BHA will determine if the incident constitutes a serious threat to the health, safety, or right to peaceful enjoyments of the premises by residents or employees of management. Emergency cases may include:

Residents who have become physically or mentally incapacitated to the extent that they become a danger to themselves and/or others.

Minor children living in a unit without adult supervision.

Extensive damage to a unit (i.e., a fire) or extremely poor housekeeping which constitutes a health hazard and the occupants fail to leave voluntarily and/or accept BHA offers of alternative accommodations made in accordance with the lease

The BHA will implement the following “One Strike” policy to enforce lease violations that result in the serious violation of the material items of the lease as it related to all drug-related criminal activity occurring on or off, not just on or near, the BHA premises and criminal activity, which includes violent crimes, or any other crime that poses a threat to the life, health, safety or peaceful enjoyment of the premises by other residents.

If the BHA determines that residents have engaged in any drug-related criminal activity on or off the BHA property; or if the BHA determines a resident is illegally using a controlled substances, or the resident abuses alcohol or uses a controlled substance in such a way that may interfere with the health, safety, or right to a peaceful enjoyment of the premises by other residents, the matter will be referred to the Authority’s attorney for immediate action.

The Authority will provide the resident with a 30-day advance notice of the proposed lease termination.

The resident will be informed of the action to be taken.

The resident will not be given an opportunity for a grievance hearing.

The resident will not be given an opportunity to discuss the violation or negotiate a resolution.

M.

LEASE TERMINATION NOTIFICATION REQUIREMENTS

All participants of public housing must conform to the lease requirements when paying the monthly rent. The Authority is entitled to collect, by any legal means, all fees associated with living in public housing, which may include rent, work order charges, late fees, and other fees incurred by the leaseholder. Rent collection and non-payment evictions shall be the primary responsibility of the Site Manager. The Director of Property Management will monitor all lease enforcement activities. The Authority's assigned legal counsel assists the Site Manager when cases are taken to court.

Notice of Proposed Termination of Lease and of Proposed Eviction Proceedings

This notice, generated by the office of the Director of Property Management, is sent by first class mail to each delinquent leaseholder/household on or after the 11th of the month.

This notice informs the leaseholder/household that their account is delinquent, they have been assessed a \$25.00 late charge, and the Authority proposes to terminate their lease for non-payment of rent. The notice offers the leaseholder/household an opportunity to request an informal conference with the Site Manager and/or the Director of Management and Operations. It also informs the leaseholder/household that if he/she is dissatisfied with the outcome of the conference, a Grievance Hearing may be requested. The Authority's Grievance Procedure stipulates that when a leaseholder/household is disputing rent owed, the leaseholder/household must deposit the amount in an escrow account with the Housing Authority pending settlement of the dispute.

This notice provides a date, 14 days hence, by which the tenant may act and avoid legal action. If a leaseholder/household offers full payment of rent by this date, the payment will be accepted and no further action will be taken.

Site Managers may contact the resident by mail or by phone attempting to ascertain the leaseholder's situation.

Rent adjustments may be made as per ACOP policies and information is properly verified. If an adjustment needs to be made, Site Manager fills out the credit slip indicating leaseholder name, account number, amount of credit, reason for credit, and Site Manager signature. The white duplicate remains in the tenant file. The yellow duplicate is forwarded to the Computer Department for processing. Credit is applied on the tenant's account accordingly by the Computer Department.

If appropriate, referrals may be made to community organizations for financial assistance in the case of hardships.

A Notice to Quit

This notice is hand-delivered to the delinquent leaseholder/household's apartment by the Marshal or an Indifferent Person at least one day after the expiration of the Notice of Proposed Termination. This notice gives the leaseholder/households 14 days to vacate the unit, or cure the lease violation. The expiration date of the Notice to Quit will be 14 days after date of service. The office of the Director of Property Management generates this letter.

If a leaseholder/household requests an informal conference and satisfies the requirements of the Grievance Procedure, the Notice to Quit will be revoked and the Conference and subsequent Hearing, if applicable, will be held. A Notice to Quit will be served again only if the BHA's position was upheld in conference and any subsequent Hearing.

At the end of the 14 day period, if the leaseholder/household has not requested an informal conference in accordance with the provisions of the Grievance Procedure, paid his/her rent in full or, vacated the apartment, the BHA will proceed with the next legal action.

A Complaint or Writ (second notice)

The second notice demanding possession of the apartment by the Authority is filed with the Housing Court, and a Summons is hand-delivered with a copy of the Complaint to the leaseholder/household by the Marshal. The Summons requires the leaseholder/household to file an "Appearance" and an answer in court.

If the leaseholder/household does so, the case is brought before the court. On the day of the appearance, the tenant, Authority counsel, and Site Manager open discussions for a resolution.

If terms are agreed upon for a stipulated payment agreement, the case is then brought before a judge and a decision is rendered.

The court rules in favor of the Authority, a Judgment is awarded stipulating payment(s) to be made and other obligations.

The leaseholder/household may file an appearance and an answer, after receiving the "Writ Summons and Complaint."

If leaseholder/household fails to appear and answer the Writ Summons, a "Motion for Judgment" is served/mailed. The notice informs the leaseholder/household that they may be evicted from their apartment after five days unless they pay the full amount owed to the court and file an Application for a Stay of Execution with the court which may delay the eviction for up to three months.

In addition to the notice sent by the Court, the Authority sends a 14-day letter to the leaseholder/household giving them 14 days to make satisfactory payment of rent indebtedness.

If the leaseholder/household fails to make payment within the allotted time, then the Authority will proceed with the Summary Process Execution for Possession.

Stipulated Agreement

Should the tenant and the Authority agree on a stipulated agreement brought forward to the Court, a payment schedule and terms are established in addition to the tenant's monthly rent payment.

The Authority may accept partial cash payment of rent arrearage at the time of the stipulated agreement.

The payment is forwarded to the Rent Collection office for proper crediting.

Summary Process Execution for Possession

The Summary Process Execution for Possession authorizes a Marshal to carry out the eviction. The leaseholder/household is given at least 24 hours notice by the Marshal of the scheduled eviction.

The Authority will abide by any and all advance notice requirements in effect at the time of the action.

Eviction proceedings are arranged and scheduled with the Marshal's Department.

If the Marshal serves the eviction but the eviction is cancelled, the Authority will charge the leaseholder a \$35 fee.

Site Manager informs Foreman of the eviction schedule

Foreman prepares maintenance staff and equipment to assist in removing belongings.

On the day of eviction, Marshal ensures that the unit is vacated. Marshal conducts the eviction and works with Foreman.

Marshal identifies items left behind for storage and for disposal.

Foreman changes locks and secures unit.

Site Manager and/or Foreman performs a move-out inspection, tallies damages, and applies appropriate charges including \$150 eviction fee (if Authority truck and staff are used to store and/or dispose of belongings) using a debit form.

The debit form and move-out inspection form are forwarded with the leaseholder file to the Resident Selection department for processing. Unit is now available for repairs and subsequent assignment.

Criminal Activity

The BHA will immediately and permanently terminate tenancy of persons convicted of manufacturing or producing methamphetamine on the premises of the assisted housing project in violation of any Federal or State law. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

The BHA will terminate assistance of participants in cases where the BHA determines there is reasonable cause to believe that the person is illegally using a controlled substance or engages in drug-related or other criminal activity (i.e. sex offense). The same will apply if it is determined that the person abuses alcohol in a way that interferes with the health, safety or right to peaceful enjoyment of the premises by other residents. This includes cases where the BHA determines that there is a pattern of illegal use of controlled substances or a pattern of alcohol abuse.

If any member of the resident household, or guest or other person under resident control displays, uses or possesses any firearms (operable or inoperable) or other offensive weapons as defined by the law and the courts of the State of Connecticut anywhere on the property or the Authority, while they are a resident of public housing, such action shall be cause for termination of residency.

In evaluating evidence of negative behavior, the BHA will give fair consideration to the seriousness of the activity with respect to how it would affect other residents, and/or likelihood of favorable conduct in the future that could be supported by evidence of rehabilitation.

N.

TERMINATION BY RESIDENT

The resident may terminate the lease by providing the BHA with a written 14-day advance notice as defined in the lease agreement. If a resident terminates the lease in good standing with the Authority, the resident may apply for readmission at any time after their account was closed and has zero balance.

O.

INSPECTIONS OF PUBLIC HOUSING UNITS

Initial Inspections

The BHA and the family will inspect the premises prior to occupancy of the unit in order to determine the condition of the unit and equipment in the unit. A copy of the initial inspection, signed by the BHA and the resident, will be kept in the resident file.

Vacate Inspections

The BHA's staff or assigned inspector will access the Unit Inspection Report prepared by housing management staff and will perform a move-out inspection when the family vacates the unit, and will encourage the family to participate in the move-out inspection.

The purpose of this inspection is to determine necessary maintenance and whether there are damages that exceed normal wear and tear. The HA will determine if there are resident caused damages to the unit. Resident caused damages may affect part or all of the family's security deposit. Upon completion of the vacate inspection, the BHA will provide the resident with an itemized written statement of charges (if any). These charges must be paid within ten (10) days

following the date of lease termination.

The move-out inspection also assists the HA in determining the time and extent of the preparation and repairs necessary to make the unit ready for the next resident.

Annual Inspections

The BHA will inspect all units annually using HUD's Uniform Physical Condition Standards. Residents who "fail" the inspection due to housekeeping or resident-caused damages will be given 24 hours, if the violation creates a dangerous or hazardous situation, or up to 30 days to correct noted items. Another inspection will be conducted.

Residents will be issued a copy of the inspection report with required corrections.

If necessary to bring the unit into UPCS compliance, needed repairs will be completed by the BHA.

All inspections will include a check of all smoke alarms to ensure proper working order.

Inspection report will indicate whether required corrections are to be charged to the resident or covered by the HA.

Required corrections will be repaired by the HA within thirty (30) days of the inspection date.

Damages beyond "normal wear and tear" will be billed to the resident.

Residents who repeatedly "fail" the inspection or cause excessive damage to the unit are in violation of their lease.

Residents who are in violation of their lease due to repeated failed inspection will be scheduled for a lease violation conference.

Special Inspections

Housing management staff may conduct a special inspection for housekeeping, unit condition, or lease violation. Housing Authority staff may enter the dwelling unit, upon reasonable advance notification, during reasonable hours, for the purpose of performing routine inspections and maintenance, including extermination, and for making repairs. A written statement specifying the date and purpose of BHA entry will be delivered to the premises at least one (1) day before entry.

HUD representatives or local government officials may review BHA operations periodically and as a part of their monitoring may inspect a sampling of the BHA's inventory.

Other Inspections

The BHA inspector will periodically conduct windshield and/or walk-through inspections to determine whether there may be lease violations, adverse conditions or local code violations.

Playground inspections are conducted quarterly to determine playground safety.

Building exterior and grounds inspections are conducted at all Public Housing properties to determine hazardous conditions as well as to assist in budget preparation.

Emergency Inspections

Housing management staff, including BHA inspectors may initiate an emergency inspection report to generate a work order if they believe that an emergency exists in the unit or on a Public Housing site. In addition, the inspector may conduct an emergency inspection without a work order and generate a work order after the inspection has been conducted. Repairs are to be completed within 24 hours from the time the work order is issued.

BHA staff may enter the premises at any time without advance notification when there is reasonable cause to believe that an emergency exists. In the event that no adult household members are present at the premises at the time of entry, the BHA will leave on the premises a

written statement specifying the date, time and purpose of entry prior to leaving the premises.

Non-Inspection Emergency Entry

The BHA staff will allow access to the unit to proper authorities, such as fire department or emergency medical teams, when issues of health or safety of the resident are concerned.

Housekeeping Citations

Residents who "fail" an inspection due to housekeeping will be issued a Housekeeping Citation, and a re-inspection will be conducted within 10 working days by housing management staff.

If the family fails to comply with the re-inspection it can result in lease termination, and the family will be summoned for a lease violation conference.

Resident Damages

Repeated failed inspections or damages to the unit beyond normal wear and tear may constitute serious or repeated lease violations.

"Beyond normal wear and tear" is defined as items that could be charged against the resident's security deposit under state law or court practice.

P. ROUTINE MAINTENANCE

Under the lease agreement between the BHA and the household, the Authority is obligated to make necessary repairs to the premises and to maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplies or required to be supplied by us. As such, the Authority provides residents with a central work order number for residents to call in when requesting routine repairs.

In order to maximize the delivery of routine maintenance, it is the policy of the Authority to make 1 attempt to repair the requested work order. The tenant is required to notify the landlord of any anticipated absence from the premises and the Authority may enter the dwelling at reasonable times during such prolonged absence to make the necessary repairs, alterations or improvements as requested by the household. Nevertheless, should the household be absent during this first visit, the Authority will leave a notice indicating that the staff will return the following business day (Monday to Friday) between the hours of 8 a.m. to 5 p.m. to complete the work order request.

Items that require a maintenance fee are as follows:

Unclogging tubs and sinks

\$30 during regular working hours (8 a.m. – 5 p.m.)

Key duplication

\$7 for apartment key

\$5 for mailbox key

Dirty yards/garbage clean up and grass cutting, if applicable

\$50 fine per occurrence. Repeated occurrence of at least three incidences in the last 90 days is subject to eviction proceedings

Removal of large personal items (i.e. furniture and appliances) at the request of the household

The Authority will apply \$35 per hour rate incremented at fifteen-minute intervals

Reinstalling smoke detectors due to damage or removed by the household

\$50 fine + time and materials rated at \$35 per hour incremented at fifteen-minute intervals

The Authority utilizes a chart identifying the standard parts and materials list, product ID # and per unit cost. The Authority uses this chart to determine charges against the household for damaged items, beyond normal wear and tear. The chart will be printed regularly and copies of the page list related to the particular item and its cost will be made available to the household at their request. The list is subject to pricing change and it is the Authority's policy to use the most recent price for items charged against the household. Items charged will be based on the product ID#.

For items damaged by the tenant and will require installation, repair time and/or other items not listed above that is above and beyond the normal obligations of the Authority, the Authority will apply \$35 per hour rate incremented at fifteen-minute intervals.

Q. EMERGENCY AND AFTER HOURS MAINTENANCE

With regards to emergency and after-hour maintenance issues, it is the policy of the Authority to respond to emergency work order items within a 24-hour period. However, the Authority reserves the right to verify the validity and authenticity of each phone call and the need for a staff response prior to approval. Residents who call in an emergency work order must unblock their phone system from receiving calls from outside callers. The Authority will make every effort to verify the nature of the work order in order to determine the appropriate response.

The Authority will respond to the following items within 24 hours:

- a. Fire (Resident should call 911 first)
- b. Gas Leak (Resident should call the Gas company first)
- c. No Heat
- d. Flood

Stranded in Elevator

Staff must be available to coordinate situation with Fire Department and the elevator contractor

All Elevators Down

Staff must be available to coordinate situation with Fire Department and the elevator contractor

- g. Broken Steam Pipe
- h. No Power – only in cases of Medical Emergency or no power in the entire building or complex. For medical emergencies, residents who need the assistance of medical equipment requiring electricity must register with the Site Manager. The list of registered residents will determine if the no power call is a medical emergency situation.

It is the policy of the Authority to ascertain and verify the need for a work order item prior to approval. The Authority may respond to the following items but for a fee:

Lock out

\$100 + materials (if applicable) from 5 p.m. to 8 a.m.

\$30 + materials (if applicable) from 8 to 5 p.m.

Staff will respond to lock out calls only from leaseholder and staff must verify that the leaseholder is making the request. The Authority reserves the right to waive time and materials fees for defective materials.

Clogged Toilet

\$100 + materials (if applicable) from 5 p.m. to 8 a.m.

\$30 for routine snake/unclogging from 8 a.m. to 5 p.m.

\$100 if routine snake/unclogging is unsuccessful and remedy requires uninstalling the toilet

Staff will not respond, between the hours of 5 p.m. to 8 a.m., to calls from units that have 2 restrooms and that at least one of them is operational.

R. EXTERMINATION POLICY

As part of the Authority's preventative and regular maintenance service, the Authority conducts extermination through a qualified and certified contractor. It is our policy to exterminate for cockroaches, rodents, bees, and other pests. It is our policy to conduct extermination of every unit at least three times a year and as needed utilizing gel-based materials and traps to control the pest problems. In situations where poor housekeeping contributes to the pest problems, the Authority will make every effort to assist and advise the household to clean their house in order to alleviate the issue. The Authority shall provide in a conspicuous area a listing of materials used and the dangers associated with those materials.

S. PARKING POLICY

Parking in Authority premises are limited and located in designated areas. Residents and/or their guests must park in these designated areas. Illegal parking in the following areas but not limited to: fire lanes, fire hydrants, side streets marked as non-parking areas, grassy and/or yards, etc., will be subject to a \$50 fine payable on the following month of the infraction and/or will be subject to towing at the owner's expense. Visitors who park in these illegal areas are the responsibility of the household and will be subject to the same \$50 fine and towing expense. Repeated violation of this policy will result in lease termination and is subject to eviction proceedings.

T. COMMUNITY SERVICE and SELF-SUFFICIENCY GENERAL POLICY

The Authority will comply with the federal requirements of the community services and self-sufficiency policy upon funding availability to operate the program. The Authority will operate within the following guidelines:

All adult (nonexempt) residents of public housing must perform an average of 8 hours per month of community service or participate in an economic self-sufficiency program for 8 hours per month or a combination of each activity for a total average of 8 hours a month or a total of 96 hours per year.

The Authority exempts adult resident who are elderly, blind or disabled preventing them from participating, a primary caretaker of such an individual, exempt from work by the State, receiving assistance and in compliance with State or TANF requirements, or is gainfully employed. The adult resident is exempt if they are already participating in community service and/or self-sufficiency activities as defined below.

Work activities include unsubsidized or subsidized employment, work experience if sufficient private sector employment is not available, on-the-job training, job search or job readiness assistance, community service programs, vocational educational training (not to exceed 12 months for any individual), and/or job skills training directly related to employment.

1. COMMUNITY SERVICE ACTIVITIES

The Authority will give residents the greatest amount of community service activities possible for participation. The Authority will inform residents of volunteer opportunities in the community annually, during any changes in the household, and during admissions. Community service activities can include, but not limited to, physical improvement of the

community, volunteer work in schools, childcare centers, hospitals, homeless shelters, or other social service organizations.

Political activity cannot be considered community service. The Authority will not replace BRA employees with community service residents.

2. SELF-SUFFICIENCY ACTIVITIES

The self-sufficiency program is defined as any program designed to encourage, develop, assist, train, or facilitate economic independence or to provide work for our public housing residents. These activities may include job training, employment counseling, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health counseling and treatment).

3. LEASE REQUIREMENTS

The BHA reserves the right to not renew the household's lease should they fail to comply with the community service requirement. Failure to complete the 96 hours per year will carry over to the following year. Households must enter into an agreement to complete them. Should the household continue to fail the requirement, the Authority will exercise its right not to renew the household's lease. Further non-compliance (i.e. one adult member not meeting requirement, two years of non-participation) may result in eviction.

4. ADMINISTRATION OF PROGRAM AND REQUIREMENTS

The Department of Social Services (DSS) has partnered with the Authority to provide information regarding eligibility of public housing residents receiving assistance. DSS will verify the number of people on public assistance and also provide the number of months they have remaining on their eligibility.

The Authority will initially identify residents paying minimum rent. The Community Affairs Department will provide an assessment to determine exemption or non-exemption. The Counselor will then develop a plan of action identifying their needs and course of action to comply with the requirements should they be identified as non-exempt.

Subsequently, the Authority will continue to identify non-exempt residents annually during their re-certification, intermittently as households' request changes, during new admissions, and/or as identified by DSS as non-exempt. The Authority reserves the right to change exemption status during the year should they become exempt or nonexempt.

The Authority will provide residents with a Community Service Verification Form that should be completed wherever they perform community service. The Authority will identify a point person from that organization as the sole verifier. That person's signature must be on the form. The resident must turn in their verification forms monthly to the Community Affairs Counselor, during their visits, and/or the Site Manager. The Counselor may verify the validity of the signatures. The Verification Forms will remain in the residents' file.

5. NOTIFICATION PROCESS

All new residents, during admissions, will be informed of this requirement. Their status will be determined annually during their re-certification and during any changes in the household.

Current residents will be notified annually by, but not limited to, mail, flyers, closed-circuit television, monthly and quarterly mailers, public access television, and public meetings.

The Authority will periodically inform all social service agencies, churches, and local board of education of the service requirements and to identify point persons for verifications. All organizations providing the community service activity must comply with the Authority's non-discrimination policy.

The Authority will make documents available in Spanish for non-English speaking residents.

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