

Public Housing Dwelling Lease

PART 1: RESIDENTIAL LEASE AGREEMENT: Terms and Conditions

THIS LEASE AGREEMENT (hereafter called “the Lease”) is executed between the Housing and Redevelopment Authority in and for the City of Albert Lea, Minnesota (known as the Albert Lea Housing and Redevelopment Authority (ALHRA) (herein called the “PHA”), located at 800 S 4th Ave, Albert Lea, MN 56007, and _____, herein called the “Resident”), and is effective as of: _____ [24 CFR 966.4(a)(1)(i)].

I. Description of the Parties and Premises [966.4(a)]

- a. The PHA, relying upon the representations of the Resident as to the Resident’s income, household composition, and housing need, leases to the Resident (subject to the Terms and Conditions set forth in the Lease) the dwelling unit located at: _____; (hereinafter called the “premises” or “unit”) to be occupied exclusively as a private residence by the Resident and PHA-approved household named in Section III of the Lease [24 CFR 966.4 (a)(1)(ii)].
- b. “Unit” includes the stove, oven, refrigerator and heating unit, and any steps, deck, fire sprinkler systems, and dedicated lawn/yard surrounding the dwelling unit, if any.
- c. “Premises” includes the building or complex in which the unit is located, including common areas and grounds.
- d. The PHA may, by prior written approval, consent to the Resident’s use of the unit for legal profit-making activities incidental to its use as a dwelling unit and subject to the PHA’s policy on such activities [24 CFR 966.4(d)(2)].

II. Total Monthly Payment and Nonoptional Fees

- a. Rent is the only mandatory charge to Residents.
- b. The initial rent (prorated for partial month move-ins, if applicable) shall be \$ _____, beginning _____ / _____ / _____ and ending at midnight on _____ / _____ / _____.
- c. Thereafter, rent in the amount of \$ _____.00 shall be due and payable in advance on the first day of the month. If the first falls on a weekend/holiday, rent shall be due and payable on the first business day thereafter. If applicable, a Utility Reimbursement of \$ _____.00 per month shall be paid to the utility provider by the PHA [24 CFR 966.4 (b)(1)].

- d. While this amount is subject to change, the initial rent is:

☐ Based on income and other information reported by the Resident; or

☐ Based on the flat rent for the unit

- e. The following utilities are included in the rent: Shady Oaks

☒ Heat & Hot Water	☒ Electricity	☒ Gas
☒ Water & Sewer	☒ Trash Collection	

- f. The following utilities are included in the rent: Scattered Site

☒ Heat & Hot Water	☐ Electricity	☐ Gas
☒ Water & Sewer	☒ Trash Collection	

Henceforth, the Rent Adjustment Letter, containing the Total Monthly Payment, which is the only mandatory fee, will be considered the front page of this lease.

- g. Rent may include utilities as described in Section VIII below and includes all maintenance due to normal wear and tear.

- h. Rent shall remain in effect unless adjusted by the PHA in accordance with HUD regulations [24 CFR 966.4 (c)]. Total Tenant Payment (TTP) and Tenant Rent amounts shall be determined by the PHA in compliance with HUD regulations and requirements and in accordance with the PHA’s Admissions and Continued Occupancy Policy (ACOP).
- i. When the PHA makes any change in the amount of TTP or Tenant Rent, the PHA shall give written notice to the Resident which will become an attachment to the Lease. The notice shall state the new rent amount and the date from which the new rent amount is applicable. The notice shall also state that the Resident may ask for an explanation of how the amount was determined by the PHA and that if the Resident does not agree with the determination, the Resident shall have the right to request a hearing under PHA Grievance Procedure. If the Resident asks for an explanation, the PHA shall respond in a reasonable time [24 CFR 966.4 (c)(4)].
- j. The Resident is given the choice at admission and annually thereafter between paying an income-based rent or the unit’s flat rent [24 CFR 960.253 (a)(1)].
- k. Payments will be credited first to past due rent and then applied to current rent.

Household Composition

- a. The Resident’s household is composed of the individuals listed below [24 CFR 966.4 (a)(1)(v)]. After the Head and Spouse/Cohead, each household member should be listed by age, oldest to youngest. The Head of Household, Spouse/Cohead (regardless of age) and all members of the family age 18 and over shall execute the Lease.
- b. Any additions to the household members named on the Lease, including live-in aides and foster children/adults, but excluding natural births, adoptions, and court awarded custody, require the advance written approval of the PHA. Such approval will be granted only if the new members pass the PHA’s eligibility and screening criteria and a unit of appropriate size is available. Permission to add live-in aides and foster individuals shall not be unreasonably refused [24 CFR 966.4 (a)(1)(v) and (d)(3)(i)].
- c. The Resident agrees to wait for the PHA’s approval before allowing additional persons to move into the unit. Failure on the part of the Resident to comply with this provision is a serious violation of the material terms of the Lease, for which the PHA may terminate the Lease in accordance with Section XVIII [24 CFR 966.4 (a)(1)(v)].
- d. The Resident shall report deletions (for any reason) from the household of any members named on the Lease to the PHA in writing, within 10 business days of the occurrence.

Name	Relationship	SSN	DOB	Delete/Add	Initial	Date
	Head of Household					

IV. Term

a. The initial term of this Lease shall be for one calendar year. Unless otherwise modified, or terminated in accordance with Section XVIII of this Lease, this Lease shall automatically be renewed for successive terms of one calendar year [24 CFR 966.4 (a)(2)(i)].

b. The PHA may not renew the Lease if the family has violated the requirement for Resident performance of community service / participation in an economic self-sufficiency program as outlined in 24 CFR 960, subpart F of the regulations [24 CFR 966.4 (a)(2)(ii)].

V. **Other Charges:** In addition to rent, the Resident is responsible for the payment of certain other charges specified in this Lease. Other charges may include [24 CFR 966.4 (b)(2)]:

a. **Maintenance costs:** The costs of services or repairs due to intentional or negligent damage to the dwelling unit, common areas or grounds beyond normal wear and tear, caused by the Resident, household members, guests or by other persons under the Resident's control. When the PHA determines that needed maintenance is not caused by normal wear and tear, the Resident shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by the PHA and incorporated by reference in this Lease or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to the PHA for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged [24 CFR 966.4 (b)(2)].

b. **Returned Check:** When a check is returned for insufficient funds or is written on a closed account, the rent will be considered unpaid, and a \$25 returned check fee will be charged to the family. The fee will be due and payable 14 calendar days after billing. Residents who have submitted a check that is returned for insufficient funds shall be required to make all future payments by cashier's check or money order.

c. **Late Payment Penalties:** If the Resident fails to make payment by the 10th of the month, a late fee of 8% of total rent will be charged. Charges are due and payable 14 calendar days after billing [24 CFR 966.4 (b)(3)].

d. **Excess Utility Charges:** At developments where utilities are provided by the PHA and the unit is individually metered; a charge shall be assessed for utility consumption in excess of authorized amounts in the schedule of utility surcharges posted in the PHA offices and available upon request. The PHA will consider, on a case-by-case basis, reducing or waiving this charge if needed as a reasonable accommodation for a person with disabilities requiring additional utility usage. This charge does not apply to Residents who pay their utilities directly to a utility supplier [24 CFR 966.4 (b)(2)].

e. **Other Surcharges:** The PHA assesses additional charges for the following appliances/amenities an additional charge of \$5.00 per month for each of month of occupancy shall be to charge to Resident for each excess appliance when utilities are provided by the PHA and the unit is individually metered. These charges are posted in the PHA office.

- ☒ Air Conditioner
- ☒ Freezer
- ☒ Portable Dishwasher
- ☒ Other _____

f. **Pet Deposit:** Pet owners are required to pay a refundable pet deposit of \$300.00. Pet must be registered by the PHA and pet deposits must be paid in full before the pet is brought on the premises. Refund of pet deposit will comply with state law and PHA policies.

VI. Payment Location

a. Rent and other charges may be paid at: The ALHRA office, 800 4th Ave South, Albert Lea, MN 56007. The PHA will accept checks, moneys orders, or cashier's checks. No cash is accepted.

VII. Security Deposit

- a. The Resident agrees to pay a security deposit of \$150 (one-bedroom unit) or \$250 (two-, three- and four-bedroom units) and is payable at the time of move-in. The security deposit must be paid in full prior to occupancy of the unit [24 CFR 966.4 (b)(5)].
- b. The PHA will use the security deposit at the termination of this Lease:
 - 1. To pay the cost of any rent or any other charges owed by the Resident at the termination of this Lease.
 - 2. To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by the Resident, household members, guests, or by other persons under the Resident's control.
 - c. The security deposit may not be used to pay rent or other charges while the Resident occupies the dwelling unit.
 - d. No refund of the security deposit will be made until the Resident has vacated the unit and the PHA has inspected the dwelling unit.
 - e. The return of a security deposit shall occur within 21 days after the Resident moves out. The PHA agrees to return the security deposit, if any, to the Resident, less any deductions for any costs indicated above, so long as the Resident furnishes the PHA with a forwarding address. If any deductions are made, the PHA will furnish the Resident with a written statement of any such costs for damages and/or other charges deducted from the security deposit.

VIII. Utilities and Appliances [24 CFR 966.4 (a)(1)(iv)]

- a. The PHA/Resident supplies the following utilities to the unit [24 CFR 966.4 (a)(1)(iv)]: Shady Oaks

Item	Paid by	
Heat & Hot Water	☒ PHA	☐ Resident
Electricity	☒ PHA	☐ Resident
Gas	☒ PHA	☐ Resident
Water & Sewer	☒ PHA	☐ Resident
Trash Collection	☒ PHA	☐ Resident
Other	☐ PHA	☐ Resident
	Provided by	
Refrigerator	☒ PHA	☐ Resident
Cooking Range	☒ PHA	☐ Resident
Air Conditioner	☐ PHA	☒ Resident

Scattered site

Item	Paid by	
Heat & Hot Water	☒ PHA	☐ Resident
Electricity	☐ PHA	☒ Resident
Gas	☐ PHA	☒ Resident
Water & Sewer	☒ PHA	☐ Resident
Trash Collection	☒ PHA	☐ Resident

Other	☐ PHA	☐ Resident
	Provided by	
Refrigerator	☒ PHA	☐ Resident
Cooking Range	☒ PHA	☐ Resident
Dehumidifier	☒ PHA	☐ Resident
Air Conditioner	☐ PHA	☒ Resident

- b. The PHA will not be liable for the failure to supply utility service for any cause whatsoever beyond its control.
- c. **Utility Allowances:** If the Resident resides in a development where the PHA does not supply electricity, natural gas, heating fuel, water, or sewer service, an Allowance for Utilities shall be established, appropriate for the size and type of dwelling unit, for utilities the Resident pays directly to the utility supplier. The Total Tenant Payment less the Allowance for Utilities equals Tenant Rent. If the Allowance for Utilities exceeds the Total Tenant Payment, the PHA will pay a Utility Reimbursement to the utility provider on behalf of the Resident each month [24 CFR 5.632].
- d. The established Flat Rent calculation incorporates the appropriate Allowance for Utilities [24 CFR 960.253 (b)(4)].
- e. The PHA may change the Allowance for Utilities at any time during the term of the Lease and shall give the Resident 60 days written notice of the revised Allowance along with any resultant changes in Tenant Rent or Utility Reimbursement [965.502 (c)].
- f. The Resident may supply the following appliances in the unit, only if approved by the PHA in advance and provided appropriate utility hookups, vents, etc. are available:

- ☒ Dryer
- ☒ Washer
- ☒ Portable Dishwasher
- ☒ Extra Refrigerator
- ☒ Extra Freezer
- ☒ Other: Home Security Camera _____

g. **Resident Responsibilities:** The Resident agrees to:

1. Use only in a responsible manner and not to waste the utilities provided by the PHA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels [24 CFR 966.4 (f)(8)].
2. To abide by any local ordinance or House Rules restricting or prohibiting the use of space heaters in multi-dwelling units.

IX. **Lead Safety:**

☒ The PHA shall provide the Resident with a Lead Hazard Information Pamphlet, and a Lead Disclosure Addendum will be included as an attachment to the Lease; or

☐ The unit was constructed 1978 or after.

X. **Terms and Conditions:** The following terms and conditions of occupancy are made a part of the Lease:

- a. Use and Occupancy of Dwelling: The Resident shall have the right to exclusive use and occupancy of the dwelling unit for the Resident and other household members listed on the Lease.
- b. Guest Policy: Guests or visitors may stay in the unit for a period not exceeding 14 cumulative days during any 12-month period. Upon written request to the Manager, permission may be granted, for an extension of this provision for good cause [24 CFR 966.4 (d)(1)].

- c. Ability to Comply with Lease Term: At the time of admission, the Resident is requested to identify individuals who may be contacted if they become unable to comply with the terms of the Lease. If, during the term of this Lease, the Resident, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this Lease, and cannot make arrangements for someone to aid the Resident in complying with the Lease, and the PHA cannot make any reasonable accommodation that would enable the Resident to comply with the Lease, then the PHA will assist the Resident or designated member(s) of the Resident's family to find more suitable housing and move the Resident from the dwelling unit. If there are no family members who can or will take responsibility for moving the Resident, the PHA will work with appropriate agencies to secure suitable housing and will terminate the Lease.
- d. Redetermination of Rent, Dwelling Size, and Eligibility: The Rent amount as fixed in Part II of the Lease Agreement is due each month until changed as described below.
 1. The status of each family is to be reexamined at least once a year, with the exception of X.(d)(3) below.
 2. When the PHA determines that a family's income exceeds the over-income limit, the PHA will reexamine the family's income as described in Section XVII(b)(1) below.
 3. At the annual reexamination, all adult Resident family members shall certify to compliance with the community service and self-sufficiency requirement, if applicable, or to their exempt status [24 CFR 960 Subpart F].
 4. Upon request, the Resident agrees to provide to the PHA complete and accurate information regarding: family and household composition, sources of income of all family members, assets of all family members, compliance with community service and self-sufficiency requirements, and related information necessary to determine continued eligibility, annual income, adjusted income, and Tenant Rent [24 CFR 966.4 (c)(2)]. Failure to supply such information when required is a serious violation of the terms of the Lease and may result in termination of the Lease.
 - i. All Resident family members are required to supply any information the PHA or HUD determines necessary in the administration of the public housing program. The Resident agrees to comply with all PHA requests for verification by providing required original and authentic documents and/or by signing releases for third-party sources or providing other suitable forms of verification [24 CFR 960.259 (a) and (b)].
 - ii. The PHA shall give the Resident reasonable notice of what actions the Resident must take and of the date by which any such actions must be taken for compliance under this section. This information will be used by the PHA to determine the amount of rent and whether the dwelling size is still appropriate for the Resident's needs. This determination will be made in accordance with the PHA's Admissions and Continued Occupancy Policy (ACOP), which is publicly posted on the PHA's website; a copy of the policies can be furnished upon request as the expense of the person making the request.
 5. Rent will not change during the period between regular reexaminations, unless during such period [24 CFR 960.257 (b)]:
 - i. Any change in household composition
 - ii. The Resident requests an interim reexamination and can verify a change in their circumstances (such as decrease in or loss of income) that would require a reduction in rent, except that rent shall not be reduced because the Resident's TANF grant is reduced because the Resident committed welfare fraud or failed to comply with the welfare department's economic self-sufficiency program requirements [24 CFR 966.4 (c)(4) and 5.615]; or
 - iii. To allow the family to switch from flat rent to income-based rent because of financial hardship; or
 - iv. If it is found that the Resident misrepresented facts upon which the rent is based so that the Resident is paying less than the rent they should have been charged. In this case, the PHA may then apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred; or

- v. A rent increase or decrease is required by HUD regulation or PHA policy; or
- vi. Rent formulas or procedures are changed by federal law, regulation, or PHA policy.
- 6. Residents paying flat rent shall have their income reexamined at least every three years. The PHA will conduct a reexamination of family composition annually [24 CFR 960.257 (a)(2)]. However, for flat rent families who become over-income in between annual reexaminations, the PHA will conduct an interim reexamination of family income 12 and 24 months following the initial over-income determination to verify whether the family remains over-income [24 CFR 960.507].
- 7. All changes in family composition due to birth, adoption, or court-awarded custody must be reported to the PHA within 10 business days of the occurrence.
 - i. Failure to report within 10 business days may result in a retroactive rent charge or Lease termination.
- 8. The Resident must request PHA approval before adding any other household member as an occupant of the unit [24 CFR 966.4 (a)(v) and (d)(3)(i)].
- ii. If adding a person to a household (other than a child by birth, adoption, or court-awarded custody) will require a transfer to a larger size unit under the PHA's transfer policy, the PHA will approve the addition and approve a transfer to a unit with one additional bedroom, only if the Resident can demonstrate that there are medical needs or other extenuating circumstances, including reasonable accommodation, that should be considered by the PHA. Exceptions will be made on a case-by-case basis.
- iii. Failure to obtain PHA approval before adding any household members (other than a child by birth, adoption, or court-awarded custody) is a violation of family obligations and may result in Lease termination.

Rent Adjustments [24 CFR 966.4 (b)(1)(i)]

- i. The Resident will be notified in writing of any rent adjustment due to a change in Resident circumstances.
 - ii. All notices will state the effective date of the rent adjustment.
 - iii. If the Tenant Rent is to decrease:
 - 1. If the change is reported timely, the decrease will be effective on the first day of the month after the date of the actual change leading to the interim reexamination. In cases where the change cannot be verified until after the date the change would have become effective, the change will be made retroactively.
 - 2. If the change resulting in a rent decrease is not reported timely, the PHA will apply the decrease the first of the month following completion of the interim reexamination. However, the PHA will apply the results of the interim reexamination retroactively where a family's ability to report a change in income promptly may have been hampered due to extenuating circumstances. The PHA will decide to apply such decreases retroactively on a case-by-case basis.
 - iv. If the Tenant Rent is to increase, the increase generally will be effective on the first of the month following a 30-day notice to the family. If a family fails to report a change within the required time frames, the increase will be applied retroactively to the date it would have been effective had the information been provided on a timely basis. The family will be responsible for any underpaid rent and may be offered a repayment agreement in accordance with PHA policies. In the case of a rent increase due to misrepresentation, the PHA shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.
- XI. **Transfers** [24 CFR 966.4 (c)(3)]:
- a. If the PHA determines that the size or the design of the unit is no longer appropriate to meet the Resident's needs, the PHA shall send the Resident written notice. The Resident agrees to accept a new Lease for a different unit of the appropriate size or design as described in the PHA notice to the Resident.

- b. If the PHA will rehabilitate or demolish the Resident's unit, the PHA may move the Resident into another unit in accordance with the PHA's relocation policies.
- c. If a Resident presents a written request for a unit with special features to meet a family member's disability-related needs, the PHA may modify the Resident's existing unit. If the cost and extent of the modifications needed are tantamount to those required for a fully accessible unit, the PHA may transfer the Resident to another unit that meets the individual's disability-related needs at the PHA's expense.
- d. Upon written notice from the PHA, a Resident without disabilities that is housed in a unit with special features must transfer to a unit without such features should a Resident or applicant with disabilities need the unit.
- e. In the case of PHA-required transfers (as defined in the PHA's ACOP), the Resident shall be required to move into the unit made available by the PHA. The Resident shall be given 15 calendar days in which to move following delivery of a transfer notice. If the Resident refuses to move, the PHA may terminate the Lease for the Resident's current unit. PHA-required transfers are subject to the PHA's grievance procedures, and no such transfer may be made until either the time to request a hearing has expired or (if a hearing was timely requested) the grievance hearing has been completed [24 CFR 966.4 (e)(8)(i)].
- f. Except for PHA-required transfers (other than occupancy standards transfers) and reasonable accommodation transfers, the Resident will bear all costs of the transfer.
- g. The Resident will be responsible to pay a new security deposit for the new unit. The security deposit for the old unit will be treated in accordance with state law, HUD regulations, this Lease, and PHA policies.
- h. The PHA will consider Resident requests for transfers in accordance with the transfer priorities established in the Admissions and Continued Occupancy Policy.

XII. PHA Obligations [24 CFR 966.4 (e)]: The PHA shall be obligated to:

- a. Maintain the dwelling unit and the development, including all buildings, facilities, and common areas, in a condition that is safe, habitable, functionally adequate, operable, and free of health and safety hazards [CFR 966.4 (e)];
- b. Comply with all state and federal laws, including the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety [24 CFR 966.4 (e)(2)];
- c. Make necessary repairs to the dwelling unit [24 CFR 966.4 (e)(3)];
- d. Keep development buildings, facilities, and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition [24 CFR 966.4 (e)(4)];
- e. Maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances, including elevators supplied or required to be supplied by the PHA [24 CFR 966.4 (e)(5)];
- f. Provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual Resident family) for the deposit of garbage, rubbish, and other waste removed from the premises by the Resident as required by this Lease [24 CFR 966.5 (e)(6)];
- g. Supply running water and reasonable amounts of hot water and a reasonable amount of heat at appropriate times of the year according to local custom and usage, except where the building that includes the dwelling unit is not required to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Resident and supplied by a direct utility connection [24 CFR 966.4 (e)(7)];
- h. Notify the Resident of the specific grounds for any proposed adverse action by the PHA. Such adverse action includes but is not limited to: a proposed Lease termination, transfer of the Resident to another unit, change in the amount of rent, and/or imposition of charges for maintenance and repair, or for excess consumption of utilities. When the PHA is required to afford the Resident the opportunity for a hearing under the PHA grievance procedure for a PHA-proposed adverse action:

1. The notice of the proposed adverse action shall inform the Resident of the right to request such hearing. In the case of Lease termination, a Notice of Lease Termination that complies with 24 CFR 966.4 (I)(3) shall constitute adequate notice of proposed adverse action.
2. In the case of a proposed adverse action other than a proposed Lease termination, the PHA shall not take the proposed action until time to request such a hearing has expired, or (if a hearing was timely requested) the grievance process has been completed [24 CFR 966.4 (e)(8)(ii)(B)].
- i. Consider Lease bifurcation, as provided in 24 CFR 5.2009, in circumstances involving domestic violence, dating violence, sexual assault, stalking, or human trafficking as addressed in 24 CFR Part 5, Subpart L, provided that, if the PHA chooses to bifurcate a Lease, no assistance will be given for an individual who does not meet public housing eligibility and 24 CFR 5.508 requirements applicable to submission of evidence of citizenship or eligible immigration status.

XIII.

Resident Obligations [24 CFR 966.4 (f)]: A default on the part of the Resident shall exist and be grounds for eviction if the Resident fails to meet and/or perform any of the specified duties and obligations set forth in this Lease. The Resident shall be obligated to:

- a. Not assign the Lease, nor sublease the dwelling unit [24 CFR 966.4 (f)(1)].
- b. Not provide accommodation for boarders or lodgers [24 CFR 966.4 (f)(2)].
- c. Not give accommodation to long-term guests (in excess of 14 cumulative days during any twelve-month period) without the advance written consent of the PHA.
- d. Use the dwelling unit solely as a private dwelling for the Resident and the Resident's household as identified in Part 1 of this Lease, and to not use or permit its use for any other purpose [24 CFR 966.4 (f)(3)]. This provision does not apply to the care of foster children or live-in care of a member of the Resident's family, provided the accommodation of such persons conforms to the PHA's Occupancy Standards, and so long as the PHA has granted prior written approval for the foster child(ren), or live-in aide to reside in the unit [24 CFR 966.4 (d)(3)(i)].
- e. Abide by necessary and reasonable regulations and House Rules promulgated by the PHA for the benefit and well-being of the housing development and residents. These regulations and House Rules shall be posted in a conspicuous manner in the development office and incorporated by reference in this Lease. Violation of such regulations or House Rules constitutes a violation of the Lease [24 CFR 966.4 (f)(4)].
- f. Comply with the obligations of applicable state and local building or housing codes materially affecting health and/or safety of the Resident and household [24 CFR 966.4 (f)(5)].
- g. Keep the dwelling unit and other such areas as may be assigned to the Resident for exclusive use in a clean and safe condition [24 CFR 966.4 (f)(6)]. This includes keeping front and rear entrances and walkways for the exclusive use of the Resident free from hazards and trash and keeping the yard free of debris and litter. Exceptions to this requirement may be made for Residents who have no household members able to perform such tasks because of age or disability [24 CFR 966.4 (g)].
- h. Dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by the PHA [24 CFR 966.4 (f)(7)]. To refrain from, and cause members of the Resident's household or guests to refrain from, littering or leaving trash and debris in common areas.
- i. Use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators [24 CFR 966.4 (f)(8)].
- j. Refrain from, and to cause household and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or development [24 CFR 966.4 (f)(9)].
- k. Pay reasonable charges, including rent and maintenance charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, development buildings, facilities, or common areas caused by the Resident, household members or guests [24 CFR 966.4 (f)(10)].
- l. Act, and cause household members or guests to act, in a manner that will:

1. Not disturb other residents' peaceful enjoyment of their accommodations; and
2. Be conducive to maintaining the PHA development in a decent, safe, and sanitary condition [24 CFR 966.4 (f)(11)].
- m. Assure that no Resident, any member of the Resident's household, or guest engages in:
 1. ***Criminal activity***
 - i. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the PHA's public housing premises by other residents or employees of the PHA; or
 - ii. Any drug-related criminal activity on or off the premises [24 CFR 966.4 (f)(12)(i)(A)].
 2. ***Civil activity***
 - i. Any smoking of prohibited tobacco products in restricted areas, as defined by 24 CFR 965.653 (a) and in the PHA's policies, or in other outdoor areas that the PHA has designated smoke-free [24 CFR 966.4 (f)(12)(i)(B)].
- n. Assure that no other person under the Resident's control engages in:
 1. ***Criminal activity***
 - i. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the PHA's public housing premises by other residents or employees of the PHA; or,
 - ii. Any drug-related criminal activity on the premises [24 CFR 966.4 (f)(12)(ii)(A)].
 2. ***Civil activity***
 - i. Any smoking of prohibited tobacco products in restricted areas, as defined by 24 CFR 965.653 (a) and in the PHA's policies, or in other outdoor areas that the PHA has designated smoke-free [24 CFR 966.4 (f)(12)(ii)(B)].
 - o. Assure that no member of the household engages in an abuse or pattern of abuse of alcohol that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents [966.4 (f)(12)(iii)].
 - p. Make no alterations or repairs or redecorations to the interior of the dwelling unit or to the equipment, nor to install additional equipment or major appliances, without written consent of the PHA. To make no changes to locks or install new locks on exterior doors without the PHA's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the dwelling unit (a reasonable number of picture hangers excepted) without authorization by the PHA.
 - q. Not paint the unit without express written consent of the PHA.
 - r. Give prompt prior notice to the PHA when all family members will be absent from the unit for an extended period. An *extended period* is defined as any period greater than 30 calendar days. In such case, *promptly* means within 10 business days of the start of the extended absence.
 - s. Report all changes in household composition due to birth, adoption, or court awarded custody within 10 business days of the change.
 - t. Report all required changes in income or expenses within 10 business days of the change.
 - u. Report any household member's leaving the household within 10 business days of the change, and to provide to the PHA any information and documentation requested to verify the individual's new address.
 - v. Obtain permission from the PHA before allowing any individual to move into the unit, other than in the case of birth, adoption, or court-awarded custody.
 - w. Abide by the PHA's pet policy.
 - x. Disallow any individual that has been barred or banned from PHA property onto the premises.

- y. Not engage in acts of violence, or threatened violence, or abusive behavior towards PHA staff.
- 1. *Abusive* or *violent behavior* towards PHA staff includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.
- 2. *Threatening* refers to oral or written threats or physical gestures that communicate with the intent to abuse or commit violence.
- z. All firearms/weapons in the lawful possession of a resident, members of the resident's household, and/or resident guest/visitor must be in accordance with federal, state, and local laws. The unlawful possession of firearms/weapons by a resident, members of the resident's household and/or resident guest/visitor is prohibited and constitutes a material lease violation.
- aa. Take reasonable precautions to prevent fires and to refrain from storing or keeping highly volatile or flammable materials upon the premises. No candles or incense may be used on the premises.
- bb. Avoid obstructing sidewalks, areaways, walkways, passages, elevators, or stairs and to avoid using these for purposes other than going in and out of the dwelling unit.
- cc. Refrain from erecting or installing antennas or satellite dishes on or near any part of the dwelling unit, except with the written permission of the PHA
- dd. Refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission of the PHA.
- ee. Remove from PHA property any vehicles without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by the PHA. Any inoperable or unlicensed vehicle as described above will be removed from PHA property at the Resident's expense. Automobile repairs are not permitted on the development site.
- ff. Remove any personal property left on PHA property when the Resident leaves, abandons, or surrenders the dwelling unit. If the family appears to have vacated the unit without giving proper notice, the PHA will follow state and local landlord-tenant law pertaining to abandonment before taking possession of the unit. If necessary, the PHA will secure the unit immediately to prevent vandalism and other criminal activity. Costs for storage and disposal shall be assessed against the former Resident.
- gg. Use reasonable care to keep the dwelling unit in such condition as to ensure proper health and sanitation standards for the Resident, household members, and neighbors. THE RESIDENT SHALL NOTIFY THE PHA PROMPTLY OF KNOWN NEED FOR REPAIRS TO THE DWELLING UNIT, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the development. The Resident's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.
- hh. Provide complete and accurate information to the PHA as requested by the PHA.
- ii. Not commit any fraud in connection with any federal housing assistance program.
- jj. Not receive assistance for occupancy of any other unit assisted under any federal housing assistance program during the term of the Lease.
- kk. Pay promptly any utility bills for utilities supplied to the Resident by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities. Failure of the Resident to furnish uninterrupted service due to nonpayment of utilities or other reasons under the Resident's control shall be considered a serious violation of the terms and conditions of this Lease.
- ll. Ensure each non-exempt adult in the Resident household meets the PHA's Community Service and Self-Sufficiency Requirement (CSSR) as required by HUD regulations and PHA policy.
- mm. Cooperate in the extermination of bugs, mice, and insects that may create infestation. The Resident agrees to permit the dwelling unit to be treated as indicated by the PHA's maintenance staff.

XIV. **Defects Hazardous to Life, Health, or Safety:** In the event that the dwelling unit is damaged to the extent that conditions are created that are hazardous to the life, health or safety of the occupants:

a. **PHA Responsibilities:**

1. The PHA shall be responsible for repair of the unit within a reasonable period of time after receiving notice from the Resident, provided, if the damage was caused by the Resident, household members, or guests, the reasonable costs of the repairs shall be charged to the Resident [24 CFR 966.4 (h)(2)].
 2. If necessary repairs cannot be made within a reasonable time, the PHA shall offer the Resident a replacement dwelling unit, if available [24 CFR 966.4 (h)(3)].
 3. In the event the PHA cannot make repairs, and alternative accommodations are available, then rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of rent shall occur if the Resident rejects alternative accommodations or if the Resident, household members, or guests caused the damage as determined by the PHA [24 CFR 966.4 (h)(4)].
 4. If the PHA determines that the dwelling unit is uninhabitable because of imminent danger to the life, health, and safety of the Resident, and the Resident refuses alternative accommodations, this Lease shall be terminated, and any rent paid will be refunded to the Resident.
- b. **Resident Responsibilities:**
1. The Resident shall immediately notify the PHA of the damage and intent to abate rent when the damage is or becomes sufficiently severe that the Resident believes they are justified in abating rent [24 CFR 966.4 (h)(1)].
 2. The Resident shall accept any replacement unit offered by the PHA.
 3. The Resident agrees to continue to pay full rent, less the abated portion agreed upon by the PHA, during the time in which the defect remains uncorrected.

XV. **Move-in, Move-out Inspections and Self-Inspections**

- a. **Move-in Inspection:** The PHA and the Resident or representative shall inspect the dwelling unit prior to occupancy by the Resident. The PHA will give the Resident a written statement of the condition of the dwelling unit, both inside and outside, and note any equipment provided with the unit. The statement shall be signed by the PHA and the Resident and a copy of the statement retained in the Resident's folder [24 CFR 966.4 (i)]. The PHA will correct any deficiencies noted on the inspection report, at no charge to the Resident.
- b. **Move-out Inspection:** The PHA will inspect the unit at the time the Resident vacates and give the Resident a written statement of the charges, if any, for which the Resident is responsible. The Resident and/or representative may join in such inspection, unless the Resident vacates without notice to the PHA [24 CFR 966.4 (i)].
- c. **Self-Inspections** [24 CFR 5.707] Annually all PHAs are required to self-inspect their properties, including all units, to ensure units are maintained in accordance with HQS/NSPIRE standards in 24 CFR 5.703.

XVI. **Entry of Premises during Occupancy**

a. **Resident Responsibilities:**

1. The Resident agrees that the duly authorized agent, employee, or contractor of the PHA will be permitted to enter the Resident's dwelling during reasonable hours for the purpose of performing routine maintenance, making improvements or repairs, inspecting the unit, or showing the unit for releasing [24 CFR 966.4 (j)(1)].
2. When the Resident calls to request maintenance on the unit, the PHA shall attempt to provide such maintenance at a time convenient to the Resident. If the Resident is absent from the dwelling unit when the PHA comes to perform maintenance, the Resident's request for maintenance shall constitute permission to enter.

3. Except for emergencies, management (and third-party contracted vendors) will not enter the dwelling unit for performance of repairs or inspections where an animal resides unless the animal is accompanied and restrained for the entire duration of the inspection or repair by the animal owner or responsible person designated by the animal owner. The animal must be physically restrained until management has completed its tasks. Any delays or interruptions suffered by management in the inspection, maintenance, and upkeep of the premises due to the presence of an animal may be cause for Lease termination.

PHA Responsibilities:

1. The PHA shall give the Resident at least 48 hours written notice that the PHA intends to enter the unit. The PHA may enter only at reasonable times. A written statement specifying the purpose of the PHA entry delivered to the dwelling unit at least two days before such entry will be considered reasonable advance notification [24 CFR 966.4 (j)(1)].
2. The PHA may enter the Resident's dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists [24 CFR 966.4 (j)(2)].
3. If the Resident and all adult members of the household are absent from the dwelling unit at the time of entry, the PHA shall leave in the dwelling unit a written statement specifying the date, time, and purpose of entry prior to leaving the dwelling unit [24 CFR 966.4 (j)(3)].

XVII. Notice Procedures

- a. **Resident Responsibility:** Any notice to the PHA must be in writing, delivered to the PHA's central office, or sent by prepaid first-class mail, properly addressed [24 CFR 966.4 (k)(1)(ii)].
- b. **PHA Responsibility:** Notice to the Resident must be in writing, delivered to the Resident or to any adult member of the household residing in the dwelling unit, or sent by first-class mail addressed to the Resident [24 CFR 966.4 (k)(1)(i)]. This requirement does not apply to notices of entry of premises under Part 1 Section XVI (b).

1. Over-Income Families [24 CFR 960.507(c)(3); 24 CFR 960.509; Notice PIH 2023-03]

- i. If the PHA determines that the family exceeds the over-income limit for 24 consecutive months, the family will be charged an alternative monthly non-public housing rent, which is the higher of the applicable fair market rent or the alternative non-public housing rent as defined by HUD.
 - ii. The family will be sent an Initial Notice at the time of the determination that the family is over-income. If the family remains over-income after 12 months, the PHA will send the family a Second Notice. If the family remains over-income after 24 months, the PHA will send the family a Final Notice which will include a new non-public housing oner-income lease (NPHOI) and inform the family that the lease must be executed no later than 60 days from the date of the notice or at next lease renewal, whichever is sooner. Once the non-public housing lease is signed, the family is no longer a public housing participant and the provisions of this lease are no longer applicable to the family. If the Resident does not execute the lease within this time period, the PHA must terminate tenancy no more than 6 months after the notification. All notices will afford the family the opportunity for a hearing in accordance with the PHA's grievance procedures.
 - iii. If, at any time before the conclusion of 24 consecutive months, the family is determined to be below the over-income limit, the family will no longer be subject to the over-income provisions.
 - c. Unopened, canceled, first class mail returned by the post office shall be sufficient evidence that notice was given.
 - d. The PHA will ensure that all notices are provided in a manner that is effective for persons with hearing, visual, and other impairments [24 CFR 966.4 (k)(2); PIH 2023-03].
- #### XVIII. Termination of Lease and Eviction:
- In terminating this Lease, the following procedures shall be followed by the PHA and the Resident:
- a. **Grounds for Termination of the Lease:** The Lease may be terminated only for serious or repeated violations of material terms of the Lease, or for other good cause [24 CFR 966.4 (l)(2)].

1. Serious or repeated violation of terms of this Lease for which the PHA may terminate the Lease shall include but are not limited to:
 - i. Failure to pay rent or other payments when due as described in Sections I and II above [24 CFR 966.4 (1)(2)];
 - ii. Failure to fulfill Resident obligations as detailed in Section XIII above [24 CFR 966.4 (1)(2)].
2. Other good cause, for which the PHA must, at the direction of the Department of Housing and Urban Development, terminate this Lease, includes the following:
 - i. Failure to sign and submit consent form(s) the Resident, family members, or household members are required to sign [24 CFR 960.259 (a) and (b)];
 - ii. Failure to submit required documentation in the required timeframe concerning any family member's citizenship or immigration status, or the United States Citizenship and Immigration Service (USCIS) does not verify eligible immigrant status of the family, resulting in no eligible family members, or a family member who knowingly permits another ineligible individual to reside in the unit without the knowledge of the PHA [24 CFR 5.514 (c) and (d); 24 CFR 960.259 (a)];
 - iii. Failure to provide the documentation or certification required for any household member who obtains a Social Security number, or joins the family [24 CFR 5.218 (c); 24 CFR 960.259 (a)(3)];
 - iv. Failure to accept the PHA's offer of a Lease revision to an existing Lease, providing the PHA has complied with the regulatory and policy requirements and the PHA's Admissions and Continued Occupancy Policy [24 CFR 966.4 (1)(2)(iii)(E)];
 - v. Discovery by the PHA that a member of an assisted household was subject to a lifetime sex offender registration requirement at admission and was erroneously admitted after June 24, 2001. The PHA must immediately terminate assistance for the household member. In this situation, the PHA will offer the family the opportunity to remove the ineligible family member from the household. If the family is unwilling to remove that individual from the household, the PHA will terminate assistance for the household [Notice PIH 2012-28];
 - vi. Determination by the PHA that a household member has ever been convicted of the manufacture or production of methamphetamine on the premises of federally assisted housing [24 CFR 966.4 (1)(5)(i)(A)];
 - vii. The death of the sole family member [Notice PIH 2012-4].
 - viii. Refusal by the Resident to enter into a repayment agreement or failure to make payments on an existing or new repayment agreement [Notice PIH 2018-18];
 - ix. Exceeding the over-income limit for 24 consecutive months. Within 60 days of the PHA's final notification of the end of the 24-month period or the next lease renewal (whichever is sooner), the PHA will terminate the family's public housing lease. The family will be required to enter into a non-public housing over-income (NPHOI) lease and pay the higher of the applicable fair market rent (FMR) or the "alternative rent" as defined by HUD. Failure to execute the lease within the required time frame will result in termination of tenancy no more than six months after the date of the final notice (see XVII(b)(1). [24 CFR 960.507; FR Notice 7/16/18; Notice PIH 2023-03; FR Notice 2/14/23].
3. Other good cause for which the PHA may, in accordance with HUD regulations and its Admissions and Continued Occupancy Policy, terminate this Lease, includes but is not limited to the following:
 - i. Failure to make payments due under the Lease [24 CFR 966.4 (1)(2)(i)(A)], including:
 - A. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the tenth day of the month. Four such late payments within a 12-month period shall constitute a repeated late payment.
 - B. Failure to pay utility bills when the Resident is responsible for paying such bills directly to the supplier of utilities [24 CFR 966.4 (a)(1)(iv) and 24 CFR 966.4 (f)(5) and (8)].

- ii. Misrepresentation of family income, assets, or household composition [24 CFR 966.4 (c)(2)];
- iii. Failure to furnish such information and certifications regarding family composition and income as may be necessary for the PHA to make determinations with respect to rent, eligibility, and the appropriateness of dwelling size [24 CFR 966.4 (c)(2)];
- iv. Absence by the family from the public housing unit for more than 180 consecutive days without adequately verifying that they are living in the unit [24 CFR 982.551(i)];
- v. Serious or repeated damage to the dwelling unit, or creation of physical hazards in the unit, common areas, grounds, or parking areas of any development site [24 CFR 966.4 (l)(2)(i)(B)];
- vi. Criminal activity by the Resident, household member, or guest, including criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents, PHA management staff residing on the premises, or other residents in the immediate vicinity, including any drug-related criminal activity on or off the premises [24 CFR 966.4 (l)(2)(iii)(A)];
- vii. Criminal activity by other person under the Resident's control that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, PHA management staff residing on the premises, or other residents in the immediate vicinity, including any drug-related criminal activity on the premises [24 CFR 966.4 (l)(2)(iii)(A)] and [24 CFR 966.4 (l)(5)(i)(B) and (l)(5)(ii)(A)];
- viii. Failure to abide by the PHA's nonsmoking policy [24 CFR 965.653(a)];
- ix. Failure, on the part of the Resident, to assure that no member of the household engages in:
 - A. An abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents [24 CFR 966.4 (l)(5)(vi)(A)];
 - B. Use of any illegal drug or a pattern of drug use that interferes with the health, safety, or right to peaceful enjoyment of the premises [24 CFR 966.4 (l)(5)(i)(B)];
- x. Determination by the PHA that a household member has furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers [24 CFR 966.4 (l)(5)(vi)(B)];
- xi. Seizure by law enforcement of illegal firearms, illegal weapons, or illegal drugs in a PHA unit;
- xii. Resident is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor; or violating a condition of probation or parole imposed under federal or state law [24 CFR 966.4 (l)(5)(ii)(B)];
- xiii. Any member of the household becoming subject to a registration requirement under a state sex offender registration program;
- xiv. Discovery after admission of facts that made the Resident ineligible [24 CFR 966.4 (l)(5)(iii)(B)];
- xv. Discovery of material false statements or fraud by the Resident in connection with an application for assistance or with reexamination of income [24 CFR 966.4 (l)(2)(iii)(C)];
- xvi. Failure to transfer to an appropriate size dwelling unit based on family composition, upon appropriate notice by the PHA that such a dwelling unit is available [24 CFR 966.4 (c)(3)];
- xvii. Failure to permit access to the unit by the PHA after proper advance notification for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the dwelling unit for re-leasing, or without advance notice if there is reasonable cause to believe that an emergency exists [24 CFR 966.4 (j)(1) and (2)];
- xviii. Violation by a family member of any federal, state, or local law that imposes obligations in connection with the occupancy or use of the premises;
- xix. Any household member purposely disengages the unit's smoke/carbon monoxide detector. Only one warning will be given. A second incident will result in Notice of Lease Termination; or

- xx. A household member has engaged in or threatened violent or abusive behavior toward PHA personnel [24 CFR 966.4 (I)(5)(ii)(A)].
- A. *Abusive or violent behavior towards PHA personnel* includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.
- B. *Threatening* refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.
- b. **Eviction**
1. Evidence. The PHA may evict the Resident by judicial action for criminal activity in accordance with this section if the PHA determines that the covered person has engaged in the criminal activity, regardless of whether the covered person has been arrested or convicted for such activity and without satisfying the standard of proof used for a criminal conviction;
 2. A record or records of arrest will not be used as the sole basis for the termination or proof that the Resident engaged in criminal activity. The PHA will follow any state or local laws that limit or prohibit the use of certain criminal records;
 3. If the PHA seeks to terminate the tenancy for criminal activity as shown by a criminal record, the PHA shall notify the household of the proposed action based on the information and will provide the subject of the record and the Resident with a copy of the criminal record before the PHA issues a notice of termination. The Resident will be given an opportunity to dispute the accuracy and relevance of that record;
 4. In deciding to evict for criminal activity, unless the termination is mandated by HUD as described in XVII(a)(2), the PHA shall consider the circumstances of the case, including the seriousness of the offending action, the extent of participation by the leaseholder in the offending action, the effects that the eviction would have both on family members not involved in the offending activity and the extent to which the leaseholder has shown personal responsibility and has taken all reasonable steps to prevent or mitigate the offending action.
 5. The PHA may require a Resident to exclude a household member in order to continue to reside in the assisted unit, where that household member has participated in or been culpable for action or failure to act that warrants termination [24 CFR 966.4 (I)(5)(vii)(C)]. The PHA may impose a condition that such excluded household members do not visit the unit. The PHA may require a family member who has engaged in the illegal use of drugs to present credible evidence of current participation in or successful completion of a treatment program as a condition to being allowed to reside in the unit [24 CFR 966.4 (I)(5)(vii)(D)].
 6. The PHA's eviction actions will be consistent with fair housing and equal opportunity provisions under 24 CFR 5.105 [24 CFR 966.4 (I)(5)(vii)(F)].
 7. When the PHA evicts an individual or family for criminal activity, the PHA shall notify the local post office serving that dwelling unit that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit [24 CFR 966.4 (I)(5)(iii)(B)].
 - c. **Notice of Proposed Termination:** The PHA shall give written notice of the proposed termination of the Lease of: [24 CFR 966.4 (I)(3)]
 1. 30 days in the case of failure to pay rent [966.4(I)(3)];
 - i. All notices of lease termination due to a Resident's failure to pay rent will also include instructions on how the Resident can cure the nonpayment of rent violation, including [924 CFR 966.4(r)]:
 - An itemized amount separated by month of alleged rent owed by the Resident;
 - Any other arrearages allowed by HUD and included in the lease separated by month; and

- The date by which the Resident must pay the amount of rent owed before an eviction for nonpayment of rent can be filed.
 - Information on how the Resident may recertify their income, request a minimum rent hardship exemption, or a request to switch from flat rent to income-based rent; and
 - In the event of a Presidential declaration of a national emergency, information as required by HUD.
- ii. The PHA will not proceed with filing an eviction if the Resident pays the alleged amount of rent owed within the 30-day notification period [24 CFR 966.4(q)].
- 2. Reasonable time, but not to exceed 30 days, considering the seriousness of the situation;
 - i. If the health or safety of other residents, PHA employees, or persons residing in the immediate vicinity of the premises is threatened; or
 - ii. If any member of the household has engaged in any drug-related criminal activity or violent criminal activity; or
 - iii. If any member of the household has been convicted of a felony.
- 3. 30 days in any other case, except that if a state or local law allows a shorter notice period, such shorter period shall apply [24 CFR 966.4 (l)(3)(C)].
- d. **Notice of Termination**
 - 1. The Resident may terminate this Lease at any time by giving 30 calendar days written notice using the PHA's least notice form as described in Section XVII(a) above. Property Managers will conduct a pre-vacate inspection to determine what, if any, damages may exist. Unit keys must be returned to the Property Office in order to properly vacate a unit.
 - 2. Any Notice to Vacate (or quit) that is required by state or local law will be combined with the Notice of Lease Termination under this section [24 CFR 966.4 (l)(3)(iii)]. The Notice to Vacate shall be in writing and specify that if the Resident fails to quit the premises within the applicable statutory period, appropriate action will be brought against the Resident, and if the PHA prevails in court, the Resident may be required to pay the costs of court and attorney's fees.
 - 3. PHA notice of termination to the Resident shall state specific grounds for the termination, shall inform the Resident of the right to make such reply as the Resident may wish, and the Resident's right to examine and copy PHA documents directly relevant to the termination or eviction [24 CFR 966.4 (l)(3)(ii)].
 - 4. All notices of Lease termination will include a copy of the forms HUD-5382 (VAWA Certification form) and HUD-5380 (Notice of Occupancy Rights under VAWA) to accompany the termination notice. Any Resident who claims that the cause for termination involves domestic violence, dating violence, sexual assault, stalking, or human trafficking of which the Resident or affiliated individual of the Resident is the victim, will be given the opportunity to provide documentation in accordance with Section XX of this Lease and the PHA's policies.
 - 5. When the PHA is required to offer the Resident the opportunity for a grievance hearing, the notice shall also inform the Resident of the right to request such a hearing in accordance with the PHA's grievance procedures [24 CFR 966.4 (l)(3)(ii)].
 - 6. When the PHA is required to offer the Resident the opportunity for a grievance hearing concerning the Lease termination under the PHA's grievance procedure, the Lease shall not terminate (even if any Notice to Vacate under state or local law has expired) until the period to request a hearing has expired, or (if a hearing is requested) the grievance process has been completed [24 CFR 966.4 (l)(3)(iv)].
 - 7. The PHA is located in a due-process state. The term *due process determination* means a determination by HUD that the laws of the jurisdiction provide the basic elements of due process as defined by HUD regulations [24 CFR 966.51].

- a. Therefore, the PHA, in accordance with the regulations, excludes from the PHA administrative grievance procedure any grievance concerning a termination of tenancy or eviction that involves:
 - i. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the PHA;
 - ii. Any violent or drug-related criminal activity on or off such premises; or
 - iii. Any criminal activity that resulted in felony conviction of a household member.
- b. When the PHA is not required to offer the Resident the opportunity for a hearing under the grievance procedure and the PHA has decided to exclude such grievance from the PHA grievance procedure, the Notice of Lease Termination shall:
 - i. State that the Resident is not entitled to a grievance hearing on the termination;
 - ii. Specify the judicial eviction procedure to be used by the PHA for eviction and state that HUD has determined that this eviction procedure provides the basic elements of due process as defined in HUD regulations; and
 - iii. State whether the eviction is for a criminal activity that threatens health or safety of residents or staff or for drug related criminal activity [24 CFR 966.4 (I)(3)(v)].
8. The PHA may evict the Resident from the unit only by bringing a court action [24 CFR 966.4 (I)(4)].
9. Hold Harmless: The Resident shall hold the Landlord harmless from any loss of damage which the Resident, his or her agents, invitees, employees, or any other person may sustain;
 1. From theft or burglary on or about the premises
 2. From interruption in any service from any cause whatsoever;
 3. From fire, water, rain, snow, steam, gas, or odors, or from any sources whatsoever;
 4. From any injury to any person, or damage to any goods, wares, or merchandise not caused by the Landlord's negligence.

Waiver

No delay or failure by the PHA in exercising any right under this Lease agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.

XX. Housekeeping Standards

The Resident will comply with the PHA's housekeeping standards, as incorporated by reference in this Lease.

XXI. Domestic Violence, Dating Violence, Sexual Assault, Stalking, and Human Trafficking

- a. Incidents of actual or threatened domestic violence, dating violence, sexual assault, stalking, or human trafficking may not be construed either as serious or repeated violations of this Lease by the victim of such violence or as good cause for terminating the tenancy or occupancy rights of the victim of such violence, provided such victim is a signatory to this Lease or an affiliated individual [The Violence Against Women Act of 2013 (VAWA), 24 CFR 5.2003 and 24 CFR 5.2005(c)];
- b. Criminal activity directly relating to domestic violence, dating violence, sexual assault, stalking, or human trafficking engaged in by a Resident, spouse, cohead, authorized household member or any guest, or other person under the Resident's control, shall not be cause for termination of the tenancy or occupancy rights, if the Resident or an affiliated individual is the victim of that domestic violence, dating violence, sexual assault, stalking, or human trafficking [24 CFR 5.2005(b)(2)];
- c. The PHA may, in its discretion, seek to bifurcate this Lease, or remove a Resident or household member from this Lease without regard to whether the Resident or household member is a signatory to this Lease in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a Resident or household member and who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, stalking, or human trafficking against an affiliated individual without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such

violence who is also a Resident or an affiliated individual; provided that if such bifurcation occurs, and the removed Resident or lawful occupant was the sole household member eligible to receive assistance, the PHA will provide any remaining household member the opportunity to establish eligibility for housing [24 CFR 5.2009 (a) and (b) and 24 CFR 966.4 (e)(9)];

- d. Nothing in this section limits the PHA's authority to terminate this Lease for violation of this Lease not based on criminal activity directly related to domestic violence, dating violence, sexual assault, stalking or human trafficking provided that the PHA does not subject any Resident or affiliated individual who has been a victim of domestic violence, dating violence, sexual assault, stalking or human trafficking to a more demanding standard than other residents or affiliated individuals in determining whether to terminate and evict [24 CFR 5.2005 (d)(2)];
- e. Nothing in this section may be construed to limit the PHA's authority to terminate the tenancy of any Resident if the PHA can demonstrate an actual and imminent threat to other residents, PHA employees, or those providing service to the property if that Resident's tenancy is not terminated [24 CFR 5.2005 (d)(3)].

XXII.

Reasonable Accommodation for Persons with Disabilities: For all aspects of the Lease and grievance procedures, a person with disabilities shall be provided reasonable accommodation to the extent necessary to provide the disabled individual with an opportunity to use and occupy the dwelling unit equal to a non-disabled person. The Resident may at any time during the term of the Lease or during any renewal term request reasonable accommodation, including reasonable accommodation so that the Resident can meet Lease requirements or other requirements of tenancy.

XXIII.

Definitions

- a. *Household* is the family and the PHA-approved live-in aide, family members of live-in aides, and foster children and/or adults [24 CFR 5.100; Form HUD-50058 Instruction Booklet].
- b. *Guest* is a person temporarily staying in the unit with the consent of a Resident or other member of the household who has express or implied authority to so consent on behalf of the Resident [24 CFR 5.100].
- c. *Other person under the Resident's control* means a person who is, or was at the time of the activity in question, on the premises because of an invitation from the Resident or other member of the household who has express or implied authority to so consent on behalf of the Resident. Absent evidence to the contrary, a person temporarily and infrequently on the premises solely for legitimate commercial purposes is not under the Resident's control [24 CFR 5.100].
- d. *Premises* means the building, complex or development in which the public or assisted housing dwelling is located, including common areas or grounds [24 CFR 5.100].
- e. *Material noncompliance* includes:
 1. One or more substantial violations of the Lease and regulations;
 2. Repeated minor violations of the Lease and regulations that:
 - i. Disrupt the livability of the development
 - ii. Adversely affect the health or safety of any person or the right of any resident to the quiet enjoyment of the leased premises and related development facilities;
 - iii. Interfere with the management of the development; or
 - iv. Have an adverse financial effect on the development.
 3. Failure of the Resident to timely supply all required information on the income and composition, or eligibility factors, of the Resident household (including but not limited to, failure to meet the disclosure and verification requirements for Social Security numbers, or failure to sign and submit consent forms for the obtaining of wage and claim information);

4. Nonpayment of rent or any other financial obligations due under the Lease beyond any grace period permitted under state law. The payment of rent or any other financial obligation due under the Lease after the due date but within the grace period permitted under state law constitutes a minor violation.
- f. *Pattern of illegal drug use* means more than one incident of any use of illegal drugs during the previous three months.
- g. *Pattern of abuse of alcohol* means more than one incident of any such abuse of alcohol during the previous three months.
- h. *Drug-related criminal activity* means the illegal possession, manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use a controlled substance as defined in Section 102 of the Controlled Substances Act [24 CFR 5.100].

Public Housing Lease Agreement

PART 2: RESIDENTIAL LEASE AGREEMENT: Lease Execution

By signature below, the Resident and household agree to the terms and conditions of this Lease and all additional documents made a part of the Lease by reference. The Resident and household further acknowledge that the Provisions of this Lease Agreement, Part I.I - XXIII, have been received and thoroughly explained, and all questions answered.

RESIDENT	_____	DATE	_____
CO-RESIDENT	_____	DATE	_____
CO-RESIDENT	_____	DATE	_____
CO-RESIDENT	_____	DATE	_____
ALHRA STAFF	_____	DATE	_____

RESIDENT CERTIFICATION

I/we, _____, hereby certify that I/we, and other members of my household, have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to the PHA before execution of the Lease, or before PHA approval for occupancy of the unit by the household member.

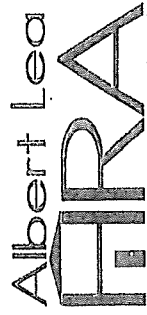
I/we further certify that all information or documentation submitted by myself or other household members to the PHA in connection with any federal housing assistance program (before and during the Lease term) are true and complete to the best of my knowledge and belief.

RESIDENT SIGNATURE	_____	DATE	_____
RESIDENT SIGNATURE	_____	DATE	_____

ATTACHMENTS

If indicated by an ☒ below, the PHA has provided the Resident with the following attachments and information:

- | | |
|---|--|
| ☒ Part I of this Lease | ☒ Part II of this Lease |
| ☒ Family Choice in Rent (Income-Based or Flat Rent) | ☒ Pet Policy |
| ☒ Standard Maintenance Charges (may be updated) | ☒ Maintenance Procedures |
| ☒ Lead-Free Certification | ☒ Housekeeping Standards |
| ☒ Grievance Procedure (maybe updated) | ☒ Parking Policy |
| ☒ Move-In Inspection (copy) | ☒ Rent Collection Policy |



800 4th Avenue South • Albert Lea, MN 56007

HOUSING & REDEVELOPMENT
AUTHORITY

Phone: (507) 377-4375 • Fax: (507) 373-0991 • E-mail: alhra@albertleahra.com

NOTICE OF RENT ADJUSTMENT
RETURN TO THE OFFICE AS SOON AS POSSIBLE

Date: _____

Tenant's Name _____ Apt# _____

This is to advise you that in accordance with the terms of your lease, a review of your family income and composition has been completed.

- HUD regulations allow Public Housing Tenants a choice of rent – “Income Based Rent” or “Flat Rent”.
- If you choose to pay the Flat Rent, you will be recertified every 3 years instead of annually, but you will be given the option annually to choose which one you prefer.
 - If you choose a Flat Rent and your income goes down, you may request a rent review and you may choose to switch back to an Income Based Rent.
 - If the Income Based Rent is chosen, you must report ALL income changes **within 10 DAYS**

Please review the rent choices below and indicate which rent method you choose to pay. If you would like an explanation as to how your rent is calculated, please notify the office.

****PLEASE BRING THIS PAPER WITH YOU TO THE OFFICE AND SIGN YOUR LEASE****

EFFECTIVE DATE OF RENT CHANGE _____

- _____ I choose to pay the Income Based Rent of \$ _____ per month.
The Income Based rent is calculated as 30% of my adjusted annual income.
- _____ I choose to pay the Flat Rent of \$ _____ per month.

*****This amount does NOT include the \$15 excess utility fee for Air Conditioning, if applicable.**

This Notice of Rent Adjustment is presented to you in accordance with the terms and conditions of your lease and accordingly will be attached to and made part of your lease. All other covenants, terms and conditions of the lease remain the same, with the exception of the monthly rental amount.

Tenant Signature _____ Date _____

Housing Manager Signature _____ Date _____



Equal Housing Opportunity
Equal Opportunity Employer

PETS

[24 CFR 5, Subpart C; 24 CFR 960, Subpart G]

INTRODUCTION

This chapter explains the PHA's policies on the keeping of pets and describes any criteria or standards pertaining to the policies. The rules adopted are reasonably related to the legitimate interest of the PHA to provide a decent, safe and sanitary living environment for all tenants, and to protect and preserve the physical condition of the property, as well as the financial interest of the PHA.

The chapter is organized as follows:

- Part I: Assistance Animals. This part explains the difference between assistance animals, including service and support animals, and pets, and contains policies related to the designation of an assistance animal as well as their care and handling.
- Part II: Pet policies for all developments. This part includes pet policies that are common to both elderly/disabled developments and general occupancy developments.
- Part III: Pet deposits and fees for elderly/disabled developments. This part contains policies for pet deposits and fees that are applicable to elderly/disabled developments.
- Part IV: Pet deposits and fees for general occupancy developments. This part contains policies for pet deposits and fees that are applicable to general occupancy developments.

PART I: ASSISTANCE ANIMALS

[Section 504; Fair Housing Act (42 U.S.C.); 24 CFR 5.303; 24 CFR 960.705;
Notice FHEO 2020-01]

10-I.A. OVERVIEW

This part discusses situations under which permission for an assistance animal, including service and support animals, may be denied, and also establishes standards for the care of assistance animals.

Notice FHEO 2020-01 was published January 28, 2020. The notice provides guidance to help PHAs and other housing providers distinguish between a person with a non-obvious disability who has a legitimate need for an assistance animal and a person without a disability who simply wants to have a pet or avoid the costs and limitations imposed by the PHA's pet policies. FHEO 2020-01 makes clear that the notice is guidance and a tool for PHAs and other housing providers to use at their discretion and provides a set of best practices for addressing requests for assistance animals. The guidance in FHEO 2020-01 should be read together with HUD's regulations prohibiting discrimination under the Fair Housing Act (FHA) and the HUD/Department of Justice (DOJ) Joint Statement on Reasonable Accommodation under the Fair Housing Act. Housing providers may also be subject to the Americans with Disabilities Act (ADA) and should therefore refer also to DOJ's regulations implementing Titles II and III of the ADA at 28 CFR Parts 35 and 36, in addition to DOJ's other guidance on assistance animals.

There are two types of assistance animals: (1) service animals, and (2) other animals that do work, perform tasks, provide assistance, and/or provide therapeutic emotional support for individuals with disabilities (i.e., support animals).

Assistance animals, including service and support animals, are not pets and thus are not subject to the PHA's pet policies described in Parts II through IV of this chapter [24 CFR 5.303; 960.705; Notice FHEO 2020-01].

10-I.B. APPROVAL OF ASSISTANCE ANIMALS [Notice FHEO 2020-01]

Service Animals

Notice FHEO 2020-01 states that PHAs should initially follow the Department of Justice (DOJ) analysis to assessing whether an animal is a service animal under the Americans with Disabilities Act (ADA). Under the ADA, a *service animal* means any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition. The work or tasks performed by a service animal must be directly related to the individual's disability.

As a best practice, housing providers may use the following questions to help them determine if an animal is a service animal under the ADA:

- Is the animal a dog? If not, the animal is not a service animal but may be another type of assistance animal for which an accommodation is needed (support animal).
- Is it readily apparent that the dog is trained to do work or perform tasks for the benefit of the individual with a disability? If yes, further inquiries are inappropriate because the animal is a service animal. If not, it is advisable that the PHA limit its inquiries to the following two questions: (1) Is the animal required because of the disability? and (2) What work or task has the animal been trained to perform?

If the answer to question (1) is "yes" and work or a task is identified in response to question (2), grant the requested accommodation if otherwise reasonable. If the answer to either question is "no," the animal does not qualify as a service animal but may be a support animal.

A service animal must be permitted in all areas of the facility where members of the public are allowed.

Support Animals (Assistance Animals other than Service Animals)

If the animal does not qualify as a service animal, the PHA must next determine whether the animal would qualify as a support animal (other type of assistance animal). If the individual has

indeed requested a reasonable accommodation to get or keep an animal in connection with a physical or mental impairment or disability, the PHA may use the following questions to help them assess whether to grant the accommodation in accordance with the policies outlined in Chapter 2 (the PHA is not required to grant a reasonable accommodation that has not been requested):

- Does the person have an observable disability or does the PHA already have information giving them reason to believe that the person has a disability? If not, has the person requesting the accommodation provided information that reasonably supports that the person seeking the accommodation has a disability?
 - If the person has an observable disability, the PHA already has information giving them reason to believe the person has a disability, or the person has provided information supporting that they have a disability, then has the person provided information that reasonably supports that the animal does work, performs tasks, provides assistance, and/or provides therapeutic emotional support with respect to the individual's disability?
 - If yes, is the animal commonly kept in households? An *animal commonly kept in households* would be a dog, cat, small bird, rabbit, hamster, gerbil, other rodent, fish, turtle, or other small, domesticated animal that is traditionally kept in the home for pleasure rather than for commercial purposes. For purposes of this assessment, reptiles (other than turtles), barnyard animals, monkeys, kangaroos, and other non-domesticated animals are not considered common household animals.
- If the individual is requesting to keep a unique animal not commonly kept in households, then the requestor has the substantial burden of demonstrating a disability-related therapeutic need for the specific animal or the specific type of animal. Such individuals are encouraged to submit documentation from a health care professional.

General Considerations

A person with a disability is not automatically entitled to have an assistance animal. Reasonable accommodation requires that there is a relationship between the person's disability and their need for the animal [PH Occ GB, p. 179].

Before denying a reasonable accommodation request due to lack of information confirming an individual's disability or disability-related need for an animal, the PHA is encouraged to engage in a good-faith dialog with the requestor called the "interactive process" [FHEO 2020-01].

A PHA may not refuse to allow a person with a disability to have an assistance animal merely because the animal does not have formal training. Some, but not all, animals that assist persons with disabilities are professionally trained. Other assistance animals are trained by the owners themselves and, in some cases, no special training is required. The question is whether or not the animal performs the assistance or provides the benefit needed by the person with the disability [PH Occ GB, p. 178].

A PHA's refusal to permit persons with a disability to use and live with an assistance animal that is needed to assist them, would violate Section 504 of the Rehabilitation Act and the Fair Housing Act unless [PH Occ GB, p. 179]:

- There is reliable objective evidence that the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation
- There is reliable objective evidence that the animal would cause substantial physical damage to the property of others

The Fair Housing Act does not require a dwelling to be made available to an individual whose tenancy would constitute a direct threat to the health or safety of other individuals or would result in substantial physical damage to the property of others. A PHA may therefore refuse a reasonable accommodation for an assistance animal if the specific animal poses a direct threat that cannot be eliminated or reduced to an acceptable level through the actions the individual takes to maintain or control the animal (e.g., keeping the animal in a security enclosure).

While most requests for reasonable accommodations involve one animal, requests sometimes involve more than one animal (for example, a person has a disability-related need for both animals, or two people living together each have a disability-related need for a separate assistance animal). The decision-making process in Notice FHEO 2020-01 should be used in accordance with the reasonable accommodation policies in Chapter 2 for all requests for

exceptions or modifications to the PHA’s rules, policies, practices, and procedures so that persons with disabilities can have assistance animals in the housing where they reside. PHAs have the authority to regulate service animals and assistance animals under applicable federal, state, and local law [24 CFR 5.303(b)(3); 960.705(b)(3)].

PHA Policy

For an animal to be excluded from the pet policy and be considered a service animal, it must be a trained dog, and there must be a person with disabilities in the household who requires the dog’s services.

For an animal to be excluded from the pet policy and be considered a support animal, there must be a person with disabilities in the household, there must be a disability-related need for the animal, and the family must request and the PHA approve a reasonable accommodation in accordance with the criteria outlined in Notice FHEO 2020-01 and the policies contained in Chapter 2.

10-I.C. CARE AND HANDLING

HUD regulations do not affect any authority a PHA may have to regulate assistance animals, including service animals, under federal, state, and local law [24 CFR 5.303; 24 CFR 960.705].

PHA Policy

Residents are responsible for feeding, maintaining, providing veterinary care, and controlling their assistance animals. A resident may do this on their own or with the assistance of family, friends, volunteers, or service providers.

Residents must care for assistance animals in a manner that complies with state and local laws, including anti-cruelty laws.

Residents must ensure that assistance animals do not pose a direct threat to the health or safety of others, or cause substantial physical damage to the development, dwelling unit, or property of other residents.

When a resident’s care or handling of an assistance animal violates these policies, the PHA will consider whether the violation could be reduced or eliminated by a reasonable accommodation. If the PHA determines that no such accommodation can be made, the PHA may withdraw the approval of a particular assistance animal.

Service and assistance animals are not exempt from local animal control or public health requirements, including required vaccinations, or local dog licensing and registration requirements.

Cleanliness

The pet owner shall be responsible for the removal of waste from the exercise area by placing it in a sealed plastic bag and disposing of it in a container provided by the PHA.

The pet owner shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

Litter box requirements:

Pet owners must promptly dispose of waste from litter boxes and must maintain litter boxes in a sanitary manner.

Litter shall not be disposed of by being flushed through a toilet.

Litter boxes shall be kept inside the resident's dwelling unit.

PART II: PET POLICIES FOR ALL DEVELOPMENTS

[24 CFR 5, Subpart C; 24 CFR 960, Subpart G]

10-II.A. OVERVIEW

The purpose of a pet policy is to establish clear guidelines for ownership of pets and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the

keeping of common household pets. This part contains pet policies that apply to all developments.

10-II.B. MANAGEMENT APPROVAL OF PETS

Registration of Pets

PHAs may require registration of the pet with the PHA [24 CFR 960.707(b)(5)].

PHA Policy

Pets must be registered with the PHA before they are brought onto the premises.

Registration includes documentation signed by a licensed veterinarian or state/local authority that the pet has received all inoculations required by state or local law, and that the pet has no communicable disease(s) and is pest-free. This registration must be renewed annually and will be coordinated with the annual reexamination date.

Pets will not be approved to reside in a unit until completion of the registration requirements.

Refusal to Register Pets

PHA Policy

The PHA will refuse to register a pet if:

The pet is not a *common household pet* as defined in Section 10-II.C. below

Keeping the pet would violate any pet restrictions listed in this policy

The pet owner fails to provide complete pet registration information, or fails to update the registration annually

The applicant has previously been charged with animal cruelty under state or local law; or has been evicted, had to relinquish a pet or been prohibited from future pet ownership due to pet rule violations or a court order

The PHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

If the PHA refuses to register a pet, a written notification will be sent to the pet owner within 10 business days of the PHA’s decision. The notice will state the reason for refusing to register the pet and will inform the family of their right to appeal the decision in accordance with the PHA’s grievance procedures.

Pet Agreement

PHA Policy

Residents who have been approved to have a pet must enter into a pet agreement with the PHA, or the approval of the pet will be withdrawn.

The pet agreement is the resident’s certification that they have received a copy of the PHA’s pet policy and applicable house rules, that they have read the policies and/or rules, understand them, and agree to comply with them.

The resident further certifies by signing the pet agreement that they understand that noncompliance with the PHA’s pet policy and applicable house rules may result in the withdrawal of PHA approval of the pet or termination of tenancy.

10-II.C. STANDARDS FOR PETS [24 CFR 5.318; 960.707(b)]

PHAs may establish reasonable requirements related to pet ownership including, but not limited to:

- Limitations on the number of animals in a unit, based on unit size
- Prohibitions on types of animals that the PHA classifies as dangerous, provided that such classifications are consistent with applicable state and local law
- Prohibitions on individual animals, based on certain factors, including the size and weight of the animal

- Requiring pet owners to have their pets spayed or neutered
- Cat declawing is not a requirement or condition of pet ownership in public housing and HUD encourages PHAs to refrain from engaging in this practice [New PH OCC GB, *Pet Ownership*, p. 9].
- PHAs may not require pet owners to have any pet’s vocal cords removed.
- PHAs may not require pet owners to obtain or carry liability insurance.

Definition of “Common Household Pet”

There is no regulatory definition of common household pet for public housing programs, although the regulations for pet ownership in both elderly/disabled and general occupancy developments use the term. The regulations for pet ownership in elderly/disabled developments expressly authorize PHAs to define the term [24 CFR 5.306(2)].

PHA Policy

Common household pet means a domesticated animal, such as a dog, cat, bird, or fish that is traditionally recognized as a companion animal and is kept in the home for pleasure rather than commercial purposes.

The following animals are not considered common household pets:

- Reptiles
- Rodents
- Insects
- Arachnids
- Wild animals or feral animals
- Pot-bellied pigs
- Animals used for commercial breeding

Pet Restrictions

PHA Policy

The following animals are not permitted:

- Any animal whose adult weight will exceed 25 pounds
- Dogs of the pit bull, rottweiler, chow, or boxer breeds
- Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites or lacerations
- Any animal not permitted under state or local law or code

Number of Pets

PHA Policy

Residents may own a maximum of one pet.

In the case of fish, residents may keep no more than can be maintained in a safe and healthy manner in a tank holding up to 10 gallons. Residents may have one other pet in addition to the aquarium, but may have only one aquarium.

Other Requirements

PHA Policy

Dogs and cats must be spayed or neutered at the time of registration or, in the case of underage animals, within 30 days of the pet reaching 6 months of age. Exceptions may be made upon veterinary certification that subjecting this particular pet to the procedure would be temporarily or permanently medically unsafe or unnecessary.

Pets must be licensed in accordance with state or local law. Residents must provide proof of licensing at the time of registration and annually, in conjunction with the resident’s annual reexamination.

10-II.D. PET RULES

Pet owners must maintain pets responsibly, in accordance with PHA policies, and in compliance with applicable state and local public health, animal control, and animal cruelty laws and regulations [24 CFR 5.315; 24 CFR 960.707(a)].

Pet Area Restrictions

PHA Policy

Pets must be maintained within the resident's unit. When outside of the unit (within the building or on the grounds) dogs and cats must be kept on a leash or carried. They must be under the control of the resident or other responsible individual at all times.

Pets other than dogs or cats must be kept in a cage or carrier when outside of the unit.

Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances to and exits from the building.

Designated Pet/No-Pet Areas [24 CFR 5.318(g), PH Occ GB, p. 182]

PHAs may designate buildings, floors of buildings, or sections of buildings as no-pet areas where pets generally may not be permitted. Pet rules may also designate buildings, floors of building, or sections of building for residency by pet-owning tenants.

PHAs may direct initial tenant moves as may be necessary to establish pet and no-pet areas. The PHA may not refuse to admit, or delay admission of, an applicant on the grounds that the applicant's admission would violate a pet or no-pet area. The PHA may adjust the pet and no-pet areas or may direct such additional moves as may be necessary to accommodate such applicants for tenancy or to meet the changing needs of the existing tenants.

PHAs may not designate an entire development as a no-pet area, since regulations permit residents to own pets.

PHA Policy

With the exception of common areas as described in the previous policy, the PHA has not designated any buildings, floors of buildings, or sections of buildings as no-pet areas. In addition, the PHA has not designated any buildings, floors of buildings, or sections of buildings for residency of pet-owning tenants.

Cleanliness

PHA Policy

The pet owner shall be responsible for the removal of waste from the exercise area by placing it in a sealed plastic bag and disposing of it in a container provided by the PHA.

The pet owner shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

Litter box requirements:

Pet owners must promptly dispose of waste from litter boxes and must maintain litter boxes in a sanitary manner.

Litter shall not be disposed of by being flushed through a toilet.

Litter boxes shall be kept inside the resident's dwelling unit.

Alterations to Unit

PHA Policy

Pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any animal.

Installation of pet doors is prohibited.

Noise

PHA Policy

Pet owners must agree to control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

Pet Care

PHA Policy

Each pet owner shall be responsible for adequate care, nutrition, exercise and medical attention for their pet.

Each pet owner shall be responsible for appropriately training and caring for their pet to ensure that the pet is not a nuisance or danger to other residents and does not damage PHA property.

No animals may be tethered or chained inside or outside the dwelling unit at any time.

Responsible Parties

PHA Policy

The pet owner will be required to designate two responsible parties for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet.

A resident who cares for another resident's pet must notify the PHA and sign a statement that they agree to abide by all the pet rules.

Inspections and Repairs

PHA Policy

Except for emergencies, management will not enter the dwelling unit for performance of repairs or inspections where a pet resides unless accompanied for the entire duration of the inspection or repair by the pet owner or responsible person designated by the pet owner or the pet is kenneled. The pet must be held under physical restraint by the pet owner or responsible person until management has completed its tasks. Any delays or interruptions suffered by management in the inspection, maintenance, and upkeep of the premises due to the presence of a pet may be cause for lease termination.

Pets Temporarily on the Premises

PHA Policy

Pets that are not owned by a tenant are not allowed on the premises. Residents are prohibited from feeding or harboring stray animals.

This rule does not apply to visiting pet programs sponsored by a humane society or other non-profit organizations, and approved by the PHA.

Pet Rule Violations

PHA Policy

All complaints of cruelty and all dog bites will be referred to animal control or an applicable agency for investigation and enforcement.

If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the pet rules, written notice will be served.

The notice will contain a brief statement of the factual basis for the determination and the pet rule(s) that were violated. The notice will also state:

That the pet owner has 10 business days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation

That the pet owner is entitled to be accompanied by another person of their choice at the meeting

That the pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting may result in initiation of procedures to remove the pet, or to terminate the pet owner's tenancy

Notice for Pet Removal

PHA Policy

If the pet owner and the PHA are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by the PHA, the PHA may serve notice to remove the pet.

The notice will contain:

- A brief statement of the factual basis for the PHA's determination of the pet rule that has been violated
- The requirement that the resident /pet owner must remove the pet within 30 calendar days of the notice
- A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures

Pet Removal

PHA Policy

- If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the responsible party designated by the pet owner.
- If the responsible party is unwilling or unable to care for the pet, or if the PHA after reasonable efforts cannot contact the responsible party, the PHA may contact the appropriate state or local agency and request the removal of the pet.

Termination of Tenancy

PHA Policy

- The PHA may initiate procedures for termination of tenancy based on a pet rule violation if:
 - The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified
 - The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease

Emergencies

PHA Policy

- The PHA will take all necessary steps to ensure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are immediately removed from the premises by referring the situation to the appropriate state or local entity authorized to remove such animals.
- If it is necessary for the PHA to place the pet in a shelter facility, the cost will be the responsibility of the pet owner.
- If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

PART III: PET DEPOSITS AND FEES IN ELDERLY/DISABLED DEVELOPMENTS

10-III.A. OVERVIEW

This part describes the PHA’s policies for pet deposits and fees in elderly, disabled and mixed population developments. Policies governing deposits and fees in general occupancy developments are described in Part IV.

PHA Policy

This Part does not apply.

10-III.B. PET DEPOSITS

Payment of Deposit

The PHA may require tenants who own or keep pets in their units to pay a refundable pet deposit. This deposit is in addition to any other financial obligation generally imposed on tenants of the project [24 CFR 5.318(d)(1)].

The maximum amount of pet deposit that may be charged by a PHA on a per dwelling unit basis, is the higher of the total tenant payment (TTP) or such reasonable fixed amount as the PHA may

require. The PHA may permit gradual accumulation of the pet deposit by the pet owner [24 CFR 5.318(d)(3)].

The pet deposit is not part of the rent payable by the resident [24 CFR 5.318(d)(5)].

Refund of Deposit [24 CFR 5.318(d)(1)]

The PHA may use the pet deposit only to pay reasonable expenses directly attributable to the presence of the pet, including (but not limited to) the costs of repairs and replacements to, and fumigation of, the tenant’s dwelling unit. The PHA must refund the unused portion of the pet deposit to the tenant within a reasonable time after the tenant moves from the project or no longer owns or keeps a pet in the unit.

10-III.C. OTHER CHARGES

Pet-Related Damages During Occupancy

Pet Waste Removal Charge

The regulations do not address the PHA’s ability to impose charges for house pet rule violations. However, charges for violation of PHA pet rules may be treated like charges for other violations of the lease and PHA tenancy rules.

PART IV: PET DEPOSITS AND FEES IN GENERAL OCCUPANCY DEVELOPMENTS

10-IV.A. OVERVIEW

This part describes the PHA’s policies for pet deposits and fees for those who reside in general occupancy developments.

10-IV.B. PET DEPOSITS

A PHA may require a refundable pet deposit to cover additional costs attributable to the pet and not otherwise covered [24 CFR 960.707(b)(1)].

A PHA that requires a resident to pay a pet deposit must place the deposit in an account of the type required under applicable State or local law for pet deposits, or if there are no such requirements, for rental security deposits, if applicable. The PHA must comply with such laws as to retention of the deposit, interest, and return of the deposit to the resident, and any other applicable requirements [24 CFR 960.707(d)].

Payment of Deposit

PHA Policy

Pet owners are required to pay a pet deposit of \$300 in addition to any other required deposits. The deposit must be paid in full before the pet is brought on the premises.

The pet deposit is not part of rent payable by the resident.

Refund of Deposit

PHA Policy

The PHA will refund the pet deposit to the resident, less the costs of any damages caused by the pet to the dwelling unit, within 21 days of move-out or removal of the pet from the unit.

The resident will be billed for any amount that exceeds the pet deposit.

The PHA will provide the resident with a written list of any charges against the pet deposit. If the resident disagrees with the amount charged to the pet deposit, the PHA will provide a meeting to discuss the charges.

10-IV.C. NON-REFUNDABLE NOMINAL PET FEE

PHAs may require payment of a non-refundable nominal pet fee to cover the reasonable operating costs to the development relating to the presence of pets [24 CFR 960.707(b)(1)].

PHA Policy

The PHA does not require pet owners to pay a non-refundable nominal pet fee.

10-IV.D. OTHER CHARGES

Pet-Related Damages During Occupancy

PHA Policy

All reasonable expenses incurred by the PHA as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including:

 The cost of repairs and replacements to the resident's dwelling unit

 Fumigation of the dwelling unit

 Repairs to common areas of the project

The expense of flea elimination shall also be the responsibility of the resident.

If the resident is in occupancy when such costs occur, the resident shall be billed for such costs in accordance with the policies in Section 8-I.F, Maintenance and Damage Charges.

Pet deposits will not be applied to the costs of pet-related damages during occupancy.

Charges for pet-related damage are not part of rent payable by the resident.

Pet Waste Removal Charge

The regulations do not address the PHA’s ability to impose charges for house pet rule violations. However, charges for violation of PHA pet rules may be treated like charges for other violations of the lease and PHA tenancy rules.

PHA Policy

No separate pet waste removal charges will be levied.

<u>RESIDENT SIGNATURE</u>	<u>DATE</u>
<u>RESIDENT SIGNATURE</u>	<u>DATE</u>

Exhibit 1

RESIDENT REQUEST FOR A REASONABLE ACCOMMODATION

Top portion to be completed by the Resident.

Name: _____ Phone: _____

Address: _____

Name of household member with a disability: _____

I am requesting the following accommodation (exception to the usual rules, policies or change in the physical structure of the home) so that the person named above can access the program or home successfully: *Please check the applicable accommodation needed*

_____ A change in my apartment or other part of the housing complex.

_____ A change in a rule or the way things are done by the Housing Authority.
Explain in detail the changes needed. Use the other side of this sheet if necessary:

The following portion to be completed by a Qualified Medical Professional

1. Is this resident disabled? Yes ___ No ___ I don't know ___
The Fair Housing Act defines disability as a physical or mental impairment that substantially limits one or more major life activities. The Supreme Court has determined that to meet this definition a person must have an impairment that prevents or severely restricts the person from doing activities that are of central importance in most people's daily lives.
2. Please describe how this disability restricts the resident in activities that are of central importance to his or her daily life:

3. Does this resident need the accommodation requested above to be able to live in his/her housing community? Yes ___ No ___
4. If yes, please describe how this accommodation will enable the resident to use or enjoy this housing community. _____

Signature of Medical Professional* _____ Date _____

Print Name of Medical Professional _____ Phone _____

**By signing this form you are indicating that the information provided is true to the best of your professional knowledge. Further, if called upon to do so, you would testify to the information you have provided in a court of law.*

Approved 12.21.2021 Resolution #2021-24

It shall be a serious violation of the lease for any resident to have a service or companion animal without proper approval and without having complied with the terms of this policy. Such violation shall be considered to be a violation of Section 17 (s) of the lease and the ALHRA will issue a termination notice in accordance with Section 18 of the dwelling lease. The resident service or companion animal owner will be entitled to a grievance hearing in accordance with the provisions of Section 23 of the dwelling lease.

Approved 12.21.2021 Resolution #2021-24

Exhibit 2

ALBERT LEA HOUSING & REDEVELOPMENT AUTHORITY
AUTHORIZATION FOR PET OWNERSHIP

(Please complete this form for your pet)

Pet owner's name: _____

Pet owner's address: _____

Home Phone: _____ Work Phone: _____

Pet's name: _____

Breed or type of pet: _____

Spayed or Neutered? _____ Pet Deposit paid? _____

Veterinarian preference: _____

Vet phone: _____ Vet address: _____

EMERGENCY CAREGIVER FOR THE PET: _____

ADDRESS: _____ PHONE: _____

***** Also required:***

Pictures of pet (2)

Copy of pet license

Rabies and other Inoculation Certification. (If applicable)

I have read and understand the ALHRA rules governing pets. I, and all members of my household, promise to fully comply.

Signature of Pet Owner: _____ Date: _____

Approved by ALHRA: _____ Date: _____

Approved 12.21.2021 Resolution #2021-24

Exhibit 3

ALBERT LEA HOUSING & REDEVELOPMENT AUTHORITY
VETERINARIAN CERTIFICATION

(Top portion completed by pet owner)

Pet owner's name: _____

Pet owner's address: _____

Home Phone: _____ Work Phone: _____

Pet's name: _____

Breed or type of pet: _____

(Bottom portion completed by Veterinarian)

The animal above has been spayed/neutered.

_____ YES _____ NO

The animal above has current rabies and distemper inoculation/boosters.

_____ YES _____ NO

If Yes, date given _____ expiration date _____

Signature of Veterinarian

Date

Print name of Veterinarian

Date

Approved 12.21.2021 Resolution #2021-24

Exhibit 4

ALBERT LEA HRA
SERVICE/COMPANION ANIMAL INFORMATION FORM

(Please complete this form for your service or companion animal)

Service/Companion owner's name: _____

Service/Companion owner's address: _____

Home Phone: _____ Work Phone: _____

Service/Companion Animal's name: _____

Breed or type of Animal: _____

Spayed or Neutered? _____

Veterinarian preference: _____

Vet phone: _____ Vet address: _____

EMERGENCY CAREGIVER FOR THE SERVICE / COMPANION ANIMAL:

ADDRESS: _____ PHONE: _____

*****Also required:***

Pictures of service/companion animal (2)

Copy of service/companion license

Rabies and other Inoculation Certification. (If applicable)

I have read and understand the ALHRA rules governing service/companion animals. I, _____ and all members of my household, promise to fully comply.

Signature of service/companion animal Owner: _____

Date: _____

Approved by ALHRA: _____ Date: _____

Approved 12.21.2021 Resolution #2021-24

Tenant Indemnity Agreement

It is hereby understood and agreed that the Albert Lea Housing and Redevelopment Authority (HRA) is held harmless for any damage to any personal property or injury to any persons caused by any pet or assistance animal harbored in my home. It is also understood and agreed that any pet harbored in my home will be licensed or otherwise registered in accordance with any local or state law requirements and that upon an HRA request evidence of such licensing must be provided to the HRA. I understand that failure or refusal to sign this document or to follow the requirements of the HRA Pet and Assistance Animal Policy will result in a determination of ineligibility for housing assistance, or termination of my housing assistance through the HRA and lease enforcement actions where applicable.

Signed this day of , 2021.

Head of Household

HRA Staff

Approved 12.21.2021 Resolution #2021-24

REPORTING WORK ORDERS

REGULAR WORK ORDERS –

Daytime (7:00 a.m. – 5:30 p.m. Monday – Thursday) – Call 507-377-4375 and talk to an ALHRA Staff Member or leave a message if you get the voicemail and a work order will be completed for you.

EMERGENCY WORK ORDERS

Daytime (7:00 a.m. – 5:30 p.m. Monday – Thursday)
Call 507-377-4375 and talk to a ALHRA Staff Member.

Friday, Saturday and Sunday – Call 507-402-2280 and it will connect you to the on-call phone. If the maintenance person doesn't answer leave a message and they will contact you.

Resident Signature

Date

Resident Signature

Date

Albert Lea Housing & Redevelopment Authority
2025 Tenant Price List (Charges)

Damage to HCHA property by a tenant and/or their guest(s) is the responsibility of the tenant who will be charged for repairs or replacement, plus labor.

Tenants will receive an itemized listing of charges and will be billed actual costs for part, plus \$47 per hour for labor. Labor will be calculated on an hourly increment basis, (one hour minimum). AFTER HOUR AND WEEKEND LABOR IS CHARGED AT \$70 PER HOUR. Charges are due within 30 days of the date they are billed. Payment arrangements may be made by contacting the property manager. The prices listed below are for reference only and list approximate values for those items with are most commonly damaged.

Definitions: S.O. (Shady Oaks); S.S. (Scattered site)

The following prices have the labor charge included (unless otherwise noted) in the cost, based on the average time it takes to repair or replace the item. Excessive damage that results in the repair/replacement taking more time than average may result in additional labor charges.

LOCK OUT (After hours/weekend) * *\$70.00

*One hour for an after hour/weekend labor will be charged at all ALHRA properties for on call maintenance to unlock a residence after hours.

CARPET CLEANING

One-bedroom apartment	\$130.00
Two-bedroom house	\$130.00
Three-bedroom house	\$235.00
Four-bedroom house	\$290.00
Single room in the unit	\$50.00
Excessive stains (additional costs)	\$50.00

VINYL FLOOR CLEANING

Strip, Seal & Wax on- bedroom apartment	\$94.00
Strip, Seal & Wax two-bedroom house	\$575.00
Strip, Seal & Wax three-bedroom house	\$675.00
Strip, Seal & Wax four-bedroom house	\$775.00

CLEANING

Cleaning is calculated at an hourly rate
Power wash basement

REPLACEMENTS

Appliances

Air filter	\$2.00
Appliance Bulb	\$2.74
Bathroom sink stopper	\$50.00 (Plus \$10 for materials)
Broiler Pan	\$11.00
Burner pan	\$6.00
Burner ring	\$20.00
Drip pan	\$8.00
Range hood	\$90.00 (Plus, labor)
Range hood filter	\$17.00
Range Hood Light Lens	\$10.00
Stove knob	\$3.00
Heating Element	\$45.00
Terminal Blocks	\$15.00

Albert Lea Housing & Redevelopment Authority
2025 Tenant Price List (Charges)

Kitchen/Bath		
Cabinet handle	\$3.00	Plus Labor
Kitchen Sink Strainer	\$2.50	Plus Labor
Shower curtain rod	\$20.00	Plus Labor
Shower curtain rod bracket	\$5.00	Plus Labor
Toilet paper roll holder	\$10.00	Plus Labor
Toilet paper roller	\$5.00	
Toilet seat	\$25.00	Plus Labor
Toilet seat (elongated)	\$25.00	Plus Labor
Towel bar	\$12.00	Plus Labor
Handheld shower	\$28.00	Plus Labor
Electrical		
Digital thermostat	\$60.00	Plus Labor
Bath Heat Lamp	\$5.00	Plus Labor
Electric cover plate	\$1.00	Plus Labor
Mini Twist CFL bulb	\$9.00	Plus Labor
Cable TV Lead In	\$5.75	Plus Labor
Light Fixture (flush mount)	\$32.00	Plus Labor
Light Fixture (bathroom)	\$48.00	Plus Labor
Light Fixture (pendant)	\$27.00	Plus Labor
Thermostat G/T-C/T	\$100.00	Plus Labor
Thermostat Cover	\$35.00	Plus Labor
Smoke C/O Detector	\$565.00	Plus Labor
Battery Operated Smoke Alarm	\$24.00	Plus Labor
Direct Wire Smoke Alarm	\$26.00	Plus Labor
Ceiling Fan Chain	\$1.42	Plus Labor
Smoke detector battery	\$45.00	Plus Labor
Carpentry/other		
Curtain rod and bracket		Plus Labor
Miniblinds (efficiency/1bedroom apartment)	\$9.00	Plus Labor
Miniblinds (2-3-4-bedroom houses)	\$17.00	Plus Labor
Pleated air filter		Plus Labor
Horizontal blinds	\$18.00	Plus Labor
18" Heat vent standard size	\$5.00	Plus Labor
Cold air return	\$8.00	Plus Labor
	\$21.00	Plus Labor
	\$20.00	Plus Labor
	14"-; 24"-;	
	30"-	
DOORS		
Exterior Door Slab	\$200.00	Plus Labor
Exterior Door + Jam	\$345.00	Plus Labor
Cabinet/drawer front repair	\$10.00	Plus Labor
Closet sliding doors	\$90.00	Plus Labor
Doorknob	\$29.00	
Doorstop (efficiency/1 bedroom apt)	\$5.00	
Doorstop (family houses)	\$3.00	

Albert Lea Housing & Redevelopment Authority
2025 Tenant Price List (Charges)

DOORS

Door sweep	\$15.00	
Guide for bi-pass door	\$1.50	
Lever door handle	\$38.00	
Storm door	\$200.00	Plus Labor
Security Chain	\$7.00	
Interior Door	\$220.00	Plus Labor
Solid Core Door	\$1,000.00	Plus Labor Installed
Storm Door Handel	\$15.00	Plus Labor

TRIM

Door/window casing	\$75.00 per opening	Plus Labor
Baseboard (per foot)	\$3.00 per foot	Plus Labor

KEYS

Apartment key	\$2.50	
Mailbox key	\$2.50	
Security card	\$10.00	
Lock change	\$12.50	
	Plus ½ hour labor	
	Per lock and Plus ½ hour labor S.O.	
	Per lock and Plus 1 hour labor S.S.	

PLUMBING CHARGES**

**Plumbing charges will only be charged for tenant caused issues

Clogged Toilet	\$47.00 closet Auger
Pull Toilet	\$70.00 Plus Labor
Floor Drain (Drain Machine)	\$70.00 Plus Labor

MISCELLANEOUS

Lawn Mowing	\$60.00
Remove trash/belongings	\$100 per load
Gutter Down Spouts	\$17.00
Gutter Elbows	\$6.00
Snow Removal	\$47.00 per hour

STORAGE FEES

Storage fees will be charged when items are left behind after a tenant has vacated their unit and has not selected to waive their rights to the Disposition Property Landlord Tenant Act***

30-yard cargo container

\$436.00

*** higher storage fees may be charged if there is excessive amounts of belongings left behind as determined by Maintenance staff.

Labor charges will be added for time spent on repair/replacement

Any hole larger than those listed below will be charged based on size, extent of damage and labor

WALL REPAIR

Small hole 6x6	\$40.00 Plus Labor
Medium hole 12x12	\$60.00 Plus Labor
Large hole 24x24	\$80.00 Plus Labor

Albert Lea Housing & Redevelopment Authority
2025 Tenant Price List (Charges)

CARPET/TILE REPAIR/REPLACEMENT

VCT Tiles	\$2.00 per square foot, Plus Labor
Carpet	\$30.00 per square yard installed
Pad	\$3.25 per square yard
Metal	\$2.00 per foot
Carpet (S.O.)	\$15.00 per square yard
New Vinyl Flooring	\$2.00 per square foot, Plus Labor

WINDOWS

Glass (inserts)	Varies based on size and labor
Screen (upper units)	\$25.00 Plus Labor
Screen (bottom units)	\$20.00 Plus Labor
Thermo Pane	Varies based on size and labor

FURNITURE DISPOSAL

Small Chair	1 Hour Labor, plus \$10.00 disposal fee
Large Chair	1 Hour Labor, plus \$15.00 disposal fee
Small Couch (loveseat)	1 Hour Labor, plus \$15.00 disposal fee
Large Couch (bigger than a loveseat)	1 Hour Labor, plus \$25.00 disposal fee
TV	\$20 (small) \$40 (large) \$50 (ex-large-
Size:	\$50 inches or more)
Mattress/box spring	\$25.00 (twin); \$50.00 (full/queen); \$100 (king)
Computer Desk	\$25.00 (small); \$50 (medium); \$100 (large)
Dresser	\$25.00 (2-drawer); \$35.00 (3-drawer); \$45.00 (4-drawer); 5+ drawer (\$50.00)
Tires	\$15.00per tire/Plus 1 hour labor charge
Garbage	\$31.00 per garbage bag/plus ½ hour labor
Personal Items	\$100 per load-1 truck load

Other items are charged by size and labor:

PAINTING COSTS (includes cost for labor, paint and supplies)

One-bedroom apartments	\$525.00
Two-bedroom houses	\$800.00
Three-bedroom houses	\$975.00
Four-bedroom houses	\$1,125.00
Touch-up (painting per room)	\$90.00 per room
Ceiling	\$70.00 per room
Kilz paint wall damage	
One-bedroom apartment	\$500.00
Two-bedroom house	\$600.00
Three-bedroom house	\$750.00
Four-bedroom house	\$900.00
Paint exterior doors	\$50.00
Paint door frames	(touch-up \$29.00); per frame (\$65.00)
Interior wall paint	\$46.00 per gallon

This list does not include every item that may be damaged and need repaired/replaced. This list supplies approximate values for those items that are most commonly damaged. Items not included on this list will be charged at actual cost with addition of any applicable labor costs. Itemized bills will be sent to the tenant(s) for repairs performed.

RESIDENT NAME DATE

RESIDENT NAME DATE

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) ☒ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) ☒ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) ☒ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent's Acknowledgment (initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Lessor	Date	Lessor	Date
Lessee	Date	Lessee	Date
Agent	Date	Agent	Date

**ALBERT LEA HOUSING 7 REDEVELOPMENT AUTHORITY
HOUSEKEEPING STANDARDS – SCATTERED SITE UNITS**

The following standards apply to all rental properties owned by the Albert Lea HRA. Failure to abide by these standards shall be considered a violation of the lease agreement with the HRA and may result in the termination of the lease.

General:

1. Walls should be clean, free of dirt, grease, holes, cobwebs and fingerprints. No items shall be stuck, pasted or taped to walls. Pictures may be hung with small picture hanging hooks or other non-permanent fixture methods and must be removed at the time of vacating the unit.
2. Floors should be clean, dry and free of tripping or other hazards. Floors are waxed and buffed before occupancy and a mild cleaning solution should be used during clean up.
3. Ceilings should be clean and free of cobwebs.
4. Windows should be clean, properly locked when closed and screens should be in place and free of damage. Windows must always be operable. Windows shall not be covered with plastic or other insulating materials.
5. Woodwork should be clean, free of dust and in good repair.
6. Doors should be clean, free of grease, scratches or holes. Doorstops, door chains, closures and locks should be in operable condition.
7. Heating vents and cold air returns must be cleaned and not blocked by furniture, bedding, rugs or other items.

Garbage:

1. The HRA provides garbage removal services through a local waste removal provider. The tenant is responsible for inside storage. Garbage should be bagged and contained in an appropriate garbage container. Garbage should be emptied weekly or more often as needed and placed in the appropriate outside container. Container should be moved to the curb or other designated pick-up area on the day as assigned by waste management provider and should be returned to the rear area of the unit pick-up has been completed.
2. Where applicable a separate container for recycling will be provided by the HRA. Recycling is picked up every two weeks. Methods of interior/exterior storage of recycling materials, and pick-up on scheduled days is the responsibility of the tenant and should be conducted in the same manner as described in item 1 above.
3. No more than one outside garbage container is allowed at a scattered site unit without the prior authorization of the HRA. If the tenant requires additional garbage removal prior to the regularly scheduled pick-up day, tenant is required to contact the HRA to arrange for this service. Additional garbage removal service is at the tenant's expense and will be billed accordingly.

Rodent and Pest Infestation:

Rodent and pest control are provided by the HRA. Tenant is required as part of rodent and pest maintenance to properly dispose of cardboard boxes and grocery bags when emptied. Tenant should ensure that food products, furniture and bedding, clothing and other articles provided by the household by any sources is free of pests or rodents before storing articles in the unit. In cases where sufficient

evidence exists that rodents or pests are introduced by tenant or household visitors into a unit, the HRA may charge tenant for extermination costs.

Interior Stairways and Halls:

Interior stairways/halls shall be kept free of clutter and clothing. Stairways/halls are necessary for emergency access and exit. Failure to keep stairways/halls clear of clothing and other debris or clutter will be considered a violation of health and safety requirements and shall be considered a violation of the lease agreement.

Kitchen:

1. Kitchen range and oven shall be clean and free of clutter (including the area under the stove-top). Heating elements should be clean and work properly.
2. Refrigerator should be clean. Freezer should be kept clean, free of ice build-up in excess of one inch and should close properly.
3. Cabinets and countertops shall be clean, free of excessive clutter, and in good repair.
4. Storage under the sink shall be limited to small and/or lightweight items. Boxed and non-perishable foods and cooking utensils (pots and pans) should be stored in appropriate cabinets or drawers.
5. Perishable food items and food items leftover from meals shall be disposed of immediately or stored in appropriate containers or storage areas.
6. Cooking range exhaust fan shall be kept clean (free of grease).
7. Food storage areas are to be clean and free of excessive items.
8. Kitchen sink and counter tops shall be kept clean and free of excessive clutter.
9. Dirty dishes and other kitchen utensils (post, pans, silverware, etc.) shall be clean and kept in appropriate storage.

Bathroom:

1. Toilet and tank shall be clean.
2. Tub and shower shall be clean and free of mildew and mold.
3. Sink and faucets shall be clean and in operable condition.
4. Bathroom exhaust fan shall be clean and in operable condition.
5. Floor shall be clean and dry.

Storage Areas:

1. Closet and other interior storage areas shall be clean and free of excessive items.
2. Flammable materials are not be stored anywhere in the dwelling unit.

Basement (where applicable):

1. Items stored in the basement shall be off the floor and at least 1 inch away from any wall.
2. Laundry shall be kept in laundry baskets or carts.
3. Flammable materials are not to be stored anywhere in the dwelling unit.
4. Items prohibited from storage in the unit: tires, excessive amounts of paper or other recycling materials, cans, garbage and other items that might be identified as inappropriate for interior storage by the HRA.
5. Basements are not be used as sleeping areas.

Outside Areas:

1. Yard shall be free of debris, garbage, vehicles, vehicle parts (vehicles are not allowed to be parked on lawns-vehicles should only be parked on driveways or on public streets).
2. Vehicles that are inoperable or not currently licensed shall not be allowed to be stored on the property. HRA reserves the right to have inoperable or unlicensed vehicles towed from any HRA property at owner's expense.
3. Yard shall be kept mowed and neat (grass about 4 inches in height must be mowed).
4. Sticks, tree limbs, leaves and other clutter shall be removed from the lawn to an appropriate disposal area.
5. Steps, walks and driveways shall be kept free of ice, snow and clutter. Snow and ice must be removed within 24 hours of the dissipation of a storm.
6. Gutters and downspouts shall be in good condition and free of blockage.
7. Wading or "kiddie" pools are not allowed for use on HRA properties. Tenant owned swing sets or other playground equipment are not allowed without the prior written authorization of the HRA and when present are to be kept in safe and good working condition by Tenant (failing to keep the equipment in a safe/good condition will result in the HRA removing and disposing of the equipment).

Maintenance:

The HRA provides maintenance of the buildings, mechanical equipment and other components of the dwelling unit. Tenant is required to provide routine maintenance of yards, walkways and driveways; mowing, snow removal, watering lawns, etc.

Tenant is responsible to contact the HRA office to report a work order when repairs are needed. Tenant should call the HRA office at 507-377-4375 during normal working hours (M-F 8:00 a.m. to 3:00 p.m.) to report needed repairs. During non-office hours the tenant should contact the office and leave a message. To report emergency work orders after hours, call the on-call phone 507-402-2280.

Resident Signature

Date

Resident Signature

Date

HOUSEKEEPING INSPECTION STANDARDS OF THE ALBERT LEA HOUSING & REDEVELOPMENT AUTHORITY

The ALHRA is pleased to be of service to you and your family. The following housekeeping standards are being offered as a means of helping you get the most out of your home and its equipment. Please note that your lease requires that you keep the dwelling unit in a clean and safe condition. By following these simple instructions that we've listed below, you may be certain that you are meeting this lease obligation.

New Residents: A "One Month" housekeeping inspection will be completed after your first month of occupancy in the residence. You will receive a letter stating the date and time of the inspection.

Special Inspections: A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by the Albert Lea HRA. Other special inspections will be scheduled if there is an incident report made by the resident, by maintenance staff, or by other residents who may be concerned about the condition of the unit.

HOUSEKEEPING STANDARDS: INSIDE THE UNIT

General Standards

1. Walls: Should be clean, free of dirt, grease, holes, cobwebs, fingerprints, holes, and smoke.
2. Floors: Should be clean, clear, dry, free of hazards, and no excess clutter.
3. Ceilings: Should be clean and free of cobwebs.
4. Windows: Should be clean and locked when closed. Blinds should be intact.
5. Woodwork: Should be clean and free of dust.
6. Doors: Should be clean and free of grease and fingerprints. Doorstops should be present, if applicable. Locks should work.
7. Heating vents: Should be dusted, free of clutter, and accessible by staff.
8. Trash: Should be disposed of properly and not left in the unit.
9. Entire unit should be free of rodents or insect infestation.
10. Cardboard boxes may harbor pests and upon move-in should be emptied and disposed of properly.
11. Pest Control: Resident must always report any possible pest problems.
12. Pets/Companion and Service Animals: Pet/animal litter should be properly disposed of and the pet or animal should be cared for in a manner that does not destroy the property.
13. Smoke Detector: Batteries and/or detectors must NEVER be removed for any reason. All smoke detectors and batteries are checked and maintained by the Albert Lea HRA

Kitchen Standards

1. Stove: Should be clean and free of food and grease. Nothing should be stored on the stove top or in the oven. Aluminum foil on your burners is NOT allowed.
2. Refrigerator: Should be clean. Freezer door should close properly.
3. Cabinets: Should be clean and neat. Cabinet surfaces and countertops should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.

- 4. Exhaust Fan: Should be free of grease and dust.
- 5. Sink: Should be clean, free of grease, and garbage. Dirty dishes should be washed and put away in a timely manner.
- 6. Food Storage Areas: Should be neat and clean without spilled food.
- 7. Trash/Garbage: Should be stored in a covered container until removed to the disposal area.

Bathroom Standards

- 1. Toilet and tank: Should be clean and odor free.
- 2. Shower: Should be clean and free of excessive mildew and mold. Shower curtains (if applicable) should be in place and of adequate length.
- 3. Sink: Should be clean and free of stains.
- 4. Exhaust Fan: Should be free of dust.
- 5. Floor: Should be clean and dry.

Storage Area Standards

- 1. Linen Closets: Should be neat and clean.
- 2. Other Closets: Should be neat and clean. No flammable materials should be stored in the unit.
- 3. Other Storage Areas: Should be clean, neat, and free of hazards.
- 4. The fuse or electrical panel must be clear of boxes or articles to allow for quick access.

HOUSEKEEPING STANDARDS: OUTSIDE THE UNIT

Exterior Standards (if applicable)

- 1. Porches/patio areas: Should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit or be unsightly. During winter weather, all items must be removed for snow removal purposes.
- 2. Items placed in the yard must be out of the way of maintenance/mowing and shall not be unsightly.

_____ Resident Signature	_____ Date
_____ Resident Signature	_____ Date

GRIEVANCES AND APPEALS

INTRODUCTION

This chapter discusses grievances and appeals pertaining to PHA actions or failures to act that adversely affect public housing applicants or residents. The policies are discussed in the following three parts:

Part I: Informal Hearings for Public Housing Applicants. This part outlines the requirements and procedures for informal hearings for public housing applicants.

Part II: Informal Hearings with Regard to Noncitizens. This part discusses informal hearings regarding citizenship status and where they differ from the requirements for general applicant and tenant grievances.

Part III: Grievance Procedures for Public Housing Residents. This part outlines the requirements and procedures for handling grievances for public housing residents.

Note that this chapter is not the PHA's grievance procedure. The grievance procedure is a document separate from the ACOP. This chapter of the ACOP provides the policies that drive the grievance procedure. A sample grievance procedure is provided as Exhibit 14-1. However, please note that the procedure provided is only a sample and is designed to match up with the default policies in the model ACOP. As such, the PHA would need to modify accordingly should any alternative policy decisions be adopted.

PART I: INFORMAL HEARINGS FOR PUBLIC HOUSING APPLICANTS

14-I.A. OVERVIEW

When the PHA makes a decision that has a negative impact on an applicant family, the family is often entitled to appeal the decision. For applicants, the appeal takes the form of an informal hearing. HUD regulations do not provide a structure for or requirements regarding informal hearings for applicants (except with regard to citizenship status, to be covered in Part II). This part discusses the PHA policies necessary to respond to applicant appeals through the informal hearing process.

14-I.B. INFORMAL HEARING PROCESS [24 CFR 960.208(a) and PH Occ GB, p. 58]

Informal hearings are provided for public housing applicants. An applicant is someone who has applied for admission to the public housing program but is not yet a tenant in the program. Informal hearings are intended to provide a means for an applicant to dispute a determination of ineligibility for admission to a project [24 CFR 960.208(a)]. Applicants to public housing are not entitled to the same hearing process afforded tenants under the PHA grievance procedures [24 CFR 966.53(a) and PH Occ GB, p. 58].

Informal hearings provide applicants the opportunity to review the reasons for denial of admission and to present evidence to refute the grounds for denial.

Use of Informal Hearing Process

While the PHA must offer the opportunity of an informal hearing to applicants who have been determined as ineligible for admission, the PHA could make the informal hearing process available to applicants who wish to dispute other PHA actions that adversely affect them.

PHA Policy

The PHA will only offer informal hearings to applicants for the purpose of disputing denials of admission.

Notice of Denial [24 CFR 960.208(a)]

The PHA must give an applicant prompt notice of a decision denying eligibility for admission. The notice must contain a brief statement of the reasons for the PHA decision and must also state that the applicant may request an informal hearing to dispute the decision. The notice must describe how to obtain the informal hearing.

PHA Policy

As applicable, the PHA’s notice of denial will include information about required or requested remote informal hearings.

When denying eligibility for admission, the PHA must provide the family a notice of VAWA rights (form HUD-5380) as well as the HUD VAWA self-certification form (form HUD-5382) in accordance with the Violence against Women Act, and as outlined in 16-VII.C. The notice and self-certification form must accompany the written notification of the denial of eligibility determination.

Prior to notification of denial based on information obtained from criminal or sex offender registration records, the family, in some cases, must be given the opportunity to dispute the information in those records which would be the basis of the denial. See Section 3-III.G for details concerning this requirement.

Scheduling an Informal Hearing

PHA Policy

A request for an informal hearing must be made in writing and delivered to the PHA either in person or by first class mail, by the close of the business day, no later than 10 business days from the date of the PHA’s notification of denial of admission.

The PHA will schedule and send written notice of the informal hearing within 10 business days of the family’s request.

If the PHA informal hearing will be conducted remotely, at the time the notice is sent to the family, the family will be informed:

Regarding the processes involved in a remote informal hearing;

That the PHA will provide technical assistance prior to and during the informal hearing, if needed; and

That if the family or any individual witness has any technological, resource, or accessibility barriers preventing them from fully accessing the remote informal hearing, the family may inform the PHA and the PHA will assist the family in either resolving the issues or allow the family to participate in an in-person informal hearing, as appropriate.

Conducting an Informal Hearing [PH Occ GB, p. 58]

PHA Policy

The informal hearing will be conducted by a person other than the one who made or approved the decision under review, or a subordinate of this person.

The applicant will be provided an opportunity to present written or oral objections to the decision of the PHA.

The person conducting the informal hearing will make a recommendation to the PHA, but the PHA is responsible for making the final decision as to whether admission should be granted or denied.

Remote Informal Hearings [Notice PIH 2020-32]

There is no requirement that informal hearings be conducted in-person, and as such, HUD allows PHAs to conduct all or a portion of their informal hearings remotely either over the phone, via video conferencing, or through other virtual platforms. If the PHA chooses to conduct remote informal hearings, applicants may still request an in-person informal hearing, as applicable.

PHA Policy

The PHA has the sole discretion to require that informal hearings be conducted remotely.

In addition, the PHA will conduct an informal hearing remotely upon request of the applicant as a reasonable accommodation for a person with a disability, if an applicant does not have child care or transportation that would enable them to attend the informal hearing, or if the applicant believes an in-person informal hearing would create an undue health risk. The PHA will consider other reasonable requests for a remote informal hearing on a case-by-case basis.

Ensuring Accessibility for Persons with Disabilities and LEP Individuals

As with in-person informal hearings, the platform for conducting remote informal hearings must be accessible to persons with disabilities and the informal hearing must be conducted in accordance with Section 504 and accessibility requirements. This includes ensuring any information, websites, emails, digital notifications, and other virtual platforms are accessible for persons with vision, hearing, and other disabilities. Further, providing effective communication in a digital context may require the use of individualized auxiliary aids or services, such as audio description, captioning, sign language and other types of interpreters, keyboard accessibility, accessible documents, screen reader support, and transcripts. Auxiliary aids or services must be provided in accessible formats, in a timely manner, and in such a way to protect the privacy and independence of the individual. PHAs may never request or require that individuals with disabilities provide their own auxiliary aids or services, including for remote informal hearings.

If no method of conducting a remote informal hearing is available that appropriately accommodates an individual's disability, the PHA may not hold against the individual their inability to participate in the remote informal review, and the PHA should consider whether postponing the remote informal hearing to a later date is appropriate or whether there is a suitable alternative.

Due to the individualized nature of disability, the appropriate auxiliary aid or service necessary, or reasonable accommodation, will depend on the specific circumstances and requirements.

As with in-person hearings, Limited English Proficiency (LEP) requirements also apply to remote informal hearings, including the use of interpretation services and document translation. See Chapter 2 for a more thorough discussion of accessibility and LEP requirements, all of which apply in the context of remote informal hearings.

Conducting Remote Informal Hearings [Notice PIH 2020-32]

The PHA must ensure that the lack of technology or inability to use technology for remote informal hearings does not pose a disadvantage to families that may not be apparent to the PHA. The PHA should determine through a survey or other means if these barriers exist prior to conducting the remote informal hearing and, if the family does not have the proper technology to fully participate, either postpone the informal hearing or provide an alternative means of access.

As with in-person informal hearings, the PHA must provide all materials presented, whether paper or electronic, to the family prior to the remote informal hearing. The family must also be provided with an accessible means by which to transmit their own evidence.

The PHA must ensure that the applicant has the right to hear and be heard. All PHA policies and processes for remote informal hearings will be conducted in accordance with due process requirements and will be in compliance with HUD regulations at 24 CFR 966.56 and the guidance for conducting remote hearings specified in Notice PIH 2020-32.

PHA Policy

The PHA will conduct remote informal hearings via a video conferencing platform, when available. If, after attempting to resolve any barriers, applicants are unable to adequately access the video conferencing platform at any point, or upon applicant request, the informal hearing will be conducted by telephone conferencing call-in. If the family is unable to adequately access the telephone conferencing call-in at any point, the remote informal hearing will be postponed, and an in-person alternative will be provided promptly within a reasonable time.

At least five business days prior to the scheduled remote hearing, the PHA will provide the family with login information and/or conferencing call-in information and an electronic copy of all materials being presented via first class mail and/or email. The notice will advise the family of technological requirements for the hearing and request the family notify the PHA of any known barriers. The PHA will resolve any barriers using the guidance in Section 6 of Notice PIH 2020-32, including offering the family the opportunity to attend an in-person hearing.

If the informal hearing is to be conducted remotely, the PHA will require the family to provide any documents directly relevant to the informal hearing at least 24 hours before the scheduled hearing through the mail, via email, or text. The PHA will scan and email copies of these documents to the PHA representative and to the person conducting the informal hearing the same day.

Documents will be shared electronically whenever possible.

The PHA will follow up the email with a phone call and/or email to the applicant at least one business day prior to the remote informal hearing to ensure that the applicant received all information and is comfortable accessing the video conferencing or call-in platform.

The PHA will ensure that all electronic information stored or transmitted with respect to the informal hearing is secure, including protecting personally identifiable information (PII), and meets the requirements for accessibility for persons with disabilities and persons with LEP.

Informal Hearing Decision [PH Occ GB, p. 58]

PHA Policy

The PHA will notify the applicant of the PHA’s final decision, including a brief statement of the reasons for the final decision.

In rendering a decision, the PHA will evaluate the following matters:

Whether or not the grounds for denial were stated factually in the notice

The validity of grounds for denial of admission. If the grounds for denial are not specified in the regulations or in PHA policy, then the decision to deny assistance will be overturned. See Chapter 3 for a detailed discussion of the grounds for applicant denial.

The validity of the evidence. The PHA will evaluate whether the facts presented prove the grounds for denial of admission. If the facts prove that there are grounds for denial, and the denial is required by HUD, the PHA will uphold the decision to deny admission.

If the facts prove the grounds for denial, and the denial is discretionary, the PHA will consider the recommendation of the person conducting the informal hearing in making the final decision whether to deny admission.

The PHA will notify the applicant of the final decision, including a statement explaining the reason(s) for the decision. The notice will be mailed, with return receipt requested, within 10 business days of the informal hearing, to the applicant and their representative, if any.

If the informal hearing decision overturns the denial, processing for admission will resume.

If the family fails to appear for their informal hearing, the denial of admission will stand and the family will be so notified.

Reasonable Accommodation for Persons with Disabilities [24 CFR 966.7]

Persons with disabilities may request reasonable accommodations to participate in the informal hearing process and the PHA must consider such accommodations. The PHA must also consider reasonable accommodation requests pertaining to the reasons for denial if related to the person’s disability. See Chapter 2 for more detail pertaining to reasonable accommodation requests.

PART II: INFORMAL HEARINGS WITH REGARD TO NONCITIZENS

14-II.A. HEARING AND APPEAL PROVISIONS FOR NONCITIZENS [24 CFR 5.514]

Denial or termination of assistance based on immigration status is subject to special hearing and notice rules. These special hearings are referred to in the regulations as informal hearings, but the requirements for such hearings are different from the informal hearings used to deny applicants for reasons other than immigration status.

Assistance to a family may not be delayed, denied, or terminated on the basis of immigration status at any time prior to a decision under the United States Citizenship and Immigration Services (USCIS) appeal process. Assistance to a family may not be terminated or denied while the PHA hearing is pending, but assistance to an applicant may be delayed pending the completion of the informal hearing.

A decision against a family member, issued in accordance with the USCIS appeal process or the PHA informal hearing process, does not preclude the family from exercising the right, that may otherwise be available, to seek redress directly through judicial procedures.

Notice of Denial or Termination of Assistance [24 CFR 5.514(d)]

As discussed in Chapters 3 and 13, the notice of denial or termination of assistance for noncitizens must advise the family of any of the following that apply:

- That financial assistance will be denied or terminated and provide a brief explanation of the reasons for the proposed denial or termination of assistance.
- The family may be eligible for proration of assistance.
- In the case of a tenant, the criteria and procedures for obtaining relief under the provisions for preservation of families [24 CFR 5.514 and 5.518].
- That the family has a right to request an appeal to the USCIS of the results of secondary verification of immigration status and to submit additional documentation or explanation in support of the appeal.
- That the family has a right to request an informal hearing with the PHA either upon completion of the USCIS appeal or in lieu of the USCIS appeal.
- For applicants, assistance may not be delayed until the conclusion of the USCIS appeal process, but assistance may be delayed during the period of the informal hearing process.

United States Citizenship and Immigration Services Appeal Process [24 CFR 5.514(e)]

When the PHA receives notification that the USCIS secondary verification failed to confirm eligible immigration status, the PHA must notify the family of the results of the USCIS verification. The family will have 30 days from the date of the notification to request an appeal of the USCIS results. The request for appeal must be made by the family in writing directly to the USCIS. The family must provide the PHA with a copy of the written request for appeal and proof of mailing.

PHA Policy

The PHA will notify the family in writing of the results of the USCIS secondary verification within 10 business days of receiving the results.

The family must provide the PHA with a copy of the written request for appeal and proof of mailing within 10 business days of sending the request to the USCIS.

The family must forward to the designated USCIS office any additional documentation or written explanation in support of the appeal. This material must include a copy of the USCIS document verification request (used to process the secondary request) or such other form specified by the USCIS, and a letter indicating that the family is requesting an appeal of the USCIS immigration status verification results.

The USCIS will notify the family, with a copy to the PHA, of its decision. When the USCIS notifies the PHA of the decision, the PHA must notify the family of its right to request an informal hearing.

PHA Policy

The PHA will send written notice to the family of its right to request an informal hearing within 10 business days of receiving notice of the USCIS decision regarding the family's immigration status.

Informal Hearing Procedures for Applicants [24 CFR 5.514(f)]

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, an applicant family may request that the PHA provide a hearing. The request for a hearing must be made either within 30 days of receipt of the PHA notice of denial, or within 30 days of receipt of the USCIS appeal decision.

The informal hearing procedures for applicant families are described below.

Informal Hearing Officer

The PHA must provide an informal hearing before an impartial individual, other than a person who made or approved the decision under review, and other than a person who is a subordinate of the person who made or approved the decision.

Evidence

The family must be provided the opportunity to examine and copy at the family's expense, at a reasonable time in advance of the hearing, any documents in the possession of the PHA pertaining to the family's eligibility status, or in the possession of the USCIS (as permitted by USCIS requirements), including any records and regulations that may be relevant to the hearing.

PHA Policy

The family will be allowed to copy any documents related to the hearing at no cost to the family. The family must request discovery of PHA documents no later than 12:00 p.m. on the business day prior to the hearing.

The family must be provided the opportunity to present evidence and arguments in support of eligible status. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The family must also be provided the opportunity to refute evidence relied upon by the PHA, and to confront and cross-examine all witnesses on whose testimony or information the PHA relies.

Representation and Interpretive Services

The family is entitled to be represented by an attorney or other designee, at the family's expense, and to have such person make statements on the family's behalf.

The family is entitled to request an interpreter. The PHA is obligated to provide a competent interpreter, free of charge, upon request. The family may also or instead provide its own interpreter, at the expense of the family.

Recording of the Hearing

The family is entitled to have the hearing recorded by audiotape. The PHA may, but is not required to, provide a transcript of the hearing.

PHA Policy

The PHA will not provide a transcript of an audio taped informal hearing.

Hearing Decision

The PHA must provide the family with a written notice of the final decision, based solely on the facts presented at the hearing, within 14 calendar days of the date of the informal hearing. The notice must state the basis for the decision.

Retention of Documents [24 CFR 5.514(h)]

The PHA must retain for a minimum of 5 years the following documents that may have been submitted to the PHA by the family, or provided to the PHA as part of the USCIS appeal or the PHA informal hearing process:

- The application for assistance
- The form completed by the family for income reexamination
- Photocopies of any original documents, including original USCIS documents
- The signed verification consent form
- The USCIS verification results
- The request for a USCIS appeal
- The final USCIS determination
- The request for an informal hearing
- The final informal hearing decision

Informal Hearing Procedures for Residents [24 CFR 5.514(f)]

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, a resident family may request that the PHA provide a hearing. The request for a hearing must be

made either within 30 days of receipt of the PHA notice of termination, or within 30 days of receipt of the USCIS appeal decision.

The informal hearing procedures for resident families whose tenancy is being terminated based on immigration status is the same as for any grievance under the grievance procedures for resident families found in Part III below.

PART III: GRIEVANCE PROCEDURES FOR PUBLIC HOUSING RESIDENTS

14-III.A. REQUIREMENTS [24 CFR 966.52]

PHAs must have a grievance procedure in place through which residents of public housing are provided an opportunity to grieve any PHA action or failure to act involving the lease or PHA policies which adversely affect their rights, duties, welfare, or status. The PHA must not only meet the minimal procedural due process requirements provided under the regulations but must also meet any additional requirements imposed by local, state or federal law.

The PHA grievance procedure must be included in, or incorporated by reference in, the lease.

PHA Policy

The PHA grievance procedure will be incorporated by reference in the tenant lease.

The PHA must provide at least 30 days' notice to tenants and resident organizations setting forth proposed changes in the PHA grievance procedure and provide an opportunity to present written comments. Comments submitted must be considered by the PHA before adoption of any changes to the grievance procedure by the PHA.

PHA Policy

Residents and resident organizations will have 30 calendar days from the date they are notified by the PHA of any proposed changes in the PHA grievance procedure, to submit written comments to the PHA.

The PHA must furnish a copy of the grievance procedure to each tenant and to resident organizations.

14-III.B. DEFINITIONS [24 CFR 966.53; 24 CFR 966.51(a)(2)(i)]

There are several terms used by HUD with regard to public housing grievance procedures, which take on specific meanings different from their common usage. These terms are as follows:

- **Grievance** – any dispute which a tenant may have with respect to PHA action or failure to act in accordance with the individual tenant's lease or PHA regulations which adversely affect the individual tenant's rights, duties, welfare or status
- **Complainant** – any tenant whose grievance is presented to the PHA or at the project management office
- **Due Process Determination** – a determination by HUD that law of the jurisdiction requires that the tenant must be given the opportunity for a hearing in court which provides the basic elements of due process before eviction from the dwelling unit
- **Expedited Grievance** – a procedure established by the PHA for any grievance or termination that involves:
 - Any criminal activity that threatens the health, safety, or right to peaceful enjoyment or the PHA's public housing premises by other residents or employees of the PHA; or
 - Any drug-related criminal activity on or off the premises
- **Elements of Due Process** – an eviction action or a termination of tenancy in a state or local court in which the following procedural safeguards are required:
 - Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction
 - Right of the tenant to be represented by counsel
 - Opportunity for the tenant to refute the evidence presented by the PHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have

- A decision on the merits
- **Hearing Officer** – an impartial person or group selected by the PHA, other than the person who made or approved the decision under review, or a subordinate of that person. The individual or individuals do not need legal training.
- **Tenant** – the adult person (or persons) (other than a live-in aide)
 - Who resides in the unit, and who executed the lease with the PHA as lessee of the dwelling unit, or, if no such person now resides in the unit,
 - Who resides in the unit, and who is the remaining head of household of the tenant family residing in the dwelling unit
- **Resident Organization** – includes a resident management corporation

14-III.C. APPLICABILITY [24 CFR 966.51]

Grievances could potentially address most aspects of a PHA’s operation. However, there are some situations for which the grievance procedure is not applicable.

The grievance procedure is applicable only to individual tenant issues relating to the PHA. It is not applicable to disputes between tenants not involving the PHA. Class grievances are not subject to the grievance procedure and the grievance procedure is not to be used as a forum for initiating or negotiating policy changes of the PHA.

If HUD has issued a due process determination, a PHA may exclude from the PHA grievance procedure any grievance concerning a termination of tenancy or eviction that involves:

- Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the PHA;
- Any violent or drug-related criminal activity on or off such premises; or
- Any criminal activity that resulted in felony conviction of a household member

In states without due process determinations, PHAs must grant opportunity for grievance hearings for all lease terminations, regardless of cause, with the following exception: PHAs may use expedited grievance procedures for the excluded categories listed above. These expedited grievance procedures are described in Section 14-III.E. below.

If HUD has issued a due process determination, the PHA may evict through the state/local judicial eviction procedures. In this case, the PHA is not required to provide the opportunity for a hearing under the PHA’s grievance procedure as described above.

PHA Policy

The PHA is located in a HUD-declared due process state. Therefore, the PHA will not offer grievance hearings for lease terminations involving criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the PHA, for violent or drug-related criminal activity on or off the premises, or for any criminal activity that resulted in felony conviction of a household member.

14-III.D. INFORMAL SETTLEMENT OF GRIEVANCE [24 CFR 966.54]

HUD regulations state that any grievance must be personally presented, either orally or in writing, to the PHA office or to the office of the housing development in which the complainant resides so that the grievance may be discussed informally and settled without a hearing.

PHA Policy

The PHA will accept requests for an informal settlement of a grievance either orally or in writing (including emailed requests), to the PHA office within 10 business days of the grievable event. Within 10 business days of receipt of the request the PHA will arrange a meeting with the tenant at a mutually agreeable time and confirm such meeting in writing to the tenant. The informal settlement may be conducted remotely as required by the PHA or may be conducted remotely upon consideration of the request of the tenant. See 14-III.G for information on how and under what circumstances remote informal settlements may be conducted.

If a tenant fails to attend the scheduled meeting without prior notice, the PHA will reschedule the appointment only if the tenant can show good cause for failing to appear, or if it is needed as a reasonable accommodation for a person with disabilities.

Good cause is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family.

HUJ regulations require that a summary of such discussion will be prepared within a reasonable time and one copy will be given to the tenant and one retained in the PHA's tenant file.

The summary must specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and will specify the procedures by which a hearing may be obtained if the complainant is not satisfied.

PHA Policy

The PHA will prepare a summary of the informal settlement within five business days; one copy to be given to the tenant and one copy to be retained in the PHA's tenant file.

For PHAs who have the option to establish an expedited grievance procedure, and who exercise this option, the informal settlement of grievances is not applicable to those grievances for which the expedited grievance procedure applies.

14-III.E. PROCEDURES TO OBTAIN A HEARING

Requests for Hearing and Failure to Request

PHA Policy

The resident must submit a written request (including emailed requests) for a grievance hearing to the PHA within five business days of the tenant's receipt of the summary of the informal settlement.

If the complainant does not request a hearing, the PHA's disposition of the grievance under the informal settlement process will become final. However, failure to request a hearing does not constitute a waiver by the complainant of the right to contest the PHA's action in disposing of the complaint in an appropriate judicial proceeding.

Scheduling of Hearings [24 CFR 966.56(a)]

If the complainant has complied with all requirements for requesting a hearing as described above, a hearing must be scheduled by the hearing officer promptly for a time and place reasonably convenient to both the complainant and the PHA. A written notification specifying the time, place and the procedures governing the hearing must be delivered to the complainant and the appropriate PHA official.

PHA Policy

Within 10 business days of receiving a written request for a hearing, the hearing officer will schedule and send written notice of the hearing to both the complainant and the PHA.

If the PHA hearing will be conducted remotely, at the time the notice is sent to the family, the family will be notified:

- Regarding the processes involved in a remote grievance hearing;
- That the PHA will provide technical assistance prior to and during the hearing, if needed; and
- That if the family or any individual witness has any technological, resource, or accessibility barriers, the family may inform the PHA and the PHA will assist the family in either resolving the issue or allow the family to participate in an in-person hearing, as appropriate.

The PHA may wish to permit the tenant to request to reschedule a hearing for good cause.

PHA Policy

The tenant may request to reschedule a hearing for good cause, or if it is needed as a reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the family. Requests to reschedule a hearing must be made orally or in writing prior to the hearing.

date. At its discretion, the PHA may request documentation of the “good cause” prior to rescheduling the hearing.

Expedited Grievance Procedure [24 CFR 966.52(a)]

The PHA may establish an expedited grievance procedure for any grievance concerning a termination of tenancy or eviction that involves:

- Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the PHA;
- Any drug-related criminal activity on or near such premises; or
- Any criminal activity that resulted in felony conviction of a household member.

In such expedited grievances, the informal settlement of grievances as discussed in 14-III.D is not applicable.

The PHA may adopt special procedures concerning expedited hearings, including provisions for expedited notice or scheduling, or provisions for expedited decision on the grievance.

PHA Policy

The PHA will not offer expedited grievance procedures.

14-III.F. SELECTION OF HEARING OFFICER [24 CFR 966.53(e)]

The grievance hearing must be conducted by an impartial person or persons appointed by the PHA, other than the person who made or approved the PHA action under review, or a subordinate of such person. The PHA must describe their policies for selection of a hearing officer in their lease.

PHA Policy

PHA grievance hearings will be conducted by a single hearing officer and not a panel.

The PHA will appoint an impartial person who was not involved in the decision under appeal. If a designated staff member (such as the program manager) was involved in the decision, or is a subordinate of such person, an alternate hearing officer will be selected.

The PHA may select designated staff members who were not involved in the decision under appeal in certain circumstances, such as appeals involving discrimination claims or denials of requests for reasonable accommodations.

PHAs must describe their policies for selection of a hearing officer in their lease forms. Changes to the public housing lease are subject to a 30-day comment period [24 CFR 966.4].

14-III.G. REMOTE HEARINGS [Notice PIH 2020-32]

There is no requirement that grievance hearings be conducted in-person, and as such, HUD allows PHAs to conduct all or a portion of their grievance hearings remotely either over the phone, via video conferencing, or through other virtual platforms. If the PHA chooses to conduct remote grievance hearings, applicants may still request an in-person hearing, as applicable.

PHA Policy

The PHA has the sole discretion to require that hearings be conducted remotely.

In addition, the PHA will conduct a hearing remotely upon request as a reasonable accommodation for a person with a disability, if a tenant does not have child care or transportation that would enable them to attend the hearing, or if the tenant believes an in-person hearing would create an undue health risk. The PHA will consider other reasonable requests for a remote hearing on a case-by-case basis.

Discovery of Documents Before the Remote Hearing

PHA Policy

If the hearing will be conducted remotely, the PHA will compile a hearing packet, consisting of all documents the PHA intends to produce at the hearing. The PHA will mail copies of the hearing packet to the tenant, the tenant’s representatives, if any, and the hearing officer at least three days before the scheduled remote hearing. The original

hearing packet will be in the possession of the PHA representative and retained by the PHA.

If the hearing is to be conducted remotely, the PHA will require the resident to provide any documents directly relevant to the hearing at least 24 hours before the scheduled hearing through the mail, via email, or text. The PHA will scan and email copies of these documents to the hearing officer and the PHA representative the same day they are received.

Documents will be shared electronically whenever possible.

Ensuring Accessibility for Persons with Disabilities ad LEP Individuals

As with in-person grievance hearings, the platform for conducting remote grievance hearings must be accessible to persons with disabilities and the grievance hearings must be conducted in accordance with Section 504 and accessibility requirements. This includes ensuring any information, websites, emails, digital notifications, and other virtual platforms are accessible for persons with vision, hearing, and other disabilities. Further, providing effective communication in a digital context may require the use of individualized auxiliary aids or services, such as audio description, captioning, sign language and other types of interpreters, keyboard accessibility, accessible documents, screen reader support, and transcripts. Auxiliary aids or services must be provided in accessible formats, in a timely manner, and in such a way to protect the privacy and independence of the individual. PHAs may never request or require that individuals with disabilities provide their own auxiliary aids or services, including for remote grievance hearings.

If no method of conducting a remote grievance hearing is available that appropriately accommodates an individual's disability, the PHA may not hold against the individual their inability to participate in the remote grievance hearing, and the PHA should consider whether postponing the remote hearing to a later date is appropriate or whether there is a suitable alternative.

Due to the individualized nature of disability, the appropriate auxiliary aid or service necessary, or reasonable accommodation will depend on the specific circumstances and requirements.

As with in-person reviews, Limited English Proficiency (LEP) requirements also apply to remote grievance hearings, including the use of interpretation services and document translation. See Chapter 2 for a more thorough discussion of accessibility and LEP requirements, all of which apply in the context of remote grievance hearings.

Conducting Hearings Remotely

The PHA must ensure that the lack of technology or inability to use technology for remote grievance hearings does not pose a disadvantage to families that may not be apparent to the PHA. The PHA should determine through a survey or other means if these barriers exist prior to conducting the remote grievance hearing and, if the family does not have the proper technology to fully participate, either postpone the hearing or provide an alternative means of access.

As with in-person grievance hearings, the PHA must provide all materials presented, whether paper or electronic, to the family prior to the remote grievance hearing. The family must also be provided with an accessible means by which to transmit their own evidence.

The PHA's essential responsibility is to ensure grievance hearings meet the requirements of due process and comply with HUD regulations. Therefore, all PHA policies and processes for remote grievance hearings will be conducted in accordance with due process requirements and will be in compliance with HUD regulations at 24 CFR 966.56 and the guidance for conducting remote hearings specified in Notice PIH 2020-32.

PHA Policy

The PHA will conduct remote grievance hearings via a video conferencing platform, when available. If, after attempting to resolve any barriers, participants are unable to adequately access the video conferencing platform at any point, or upon request, the grievance hearing will be conducted by telephone conferencing call-in. If the family is unable to adequately access the telephone conferencing call-in at any point, the remote grievance hearing will be postponed, and an in-person alternative will be provided promptly within a reasonable time.

At least five business days prior to the scheduled remote hearing, the PHA will provide the family with login information and/or conferencing call-in information and an

electronic copy of all materials being presented via first class mail and/or email. The notice will advise the family of technological requirements for the hearing and request the family notify the PHA of any known barriers. The PHA will resolve any barriers using the guidance in Section 6 of Notice PIH 2020-32, including offering the family the opportunity to attend an in-person hearing.

The PHA will follow up with a phone call and/or email to the family at least one business day prior to the remote grievance hearing to ensure that the family received all information and is comfortable accessing the video conferencing or call-in platform.

The PHA will ensure that all electronic information stored or transmitted with respect to the grievance hearing is secure, including protecting personally identifiable information (PII), and meets the requirements for accessibility for persons with disabilities and persons with LEP.

14-III.H. PROCEDURES GOVERNING THE HEARING [24 CFR 966.56]

Rights of Complainant [24 CFR 966.56(b)]

The complainant will be afforded a fair hearing. This includes:

- The opportunity to examine before the grievance hearing any PHA documents, including records and regulations that are directly relevant to the hearing. The tenant must be allowed to copy any such document at the tenant’s expense. If the PHA does not make the document available for examination upon request by the complainant, the PHA may not rely on such document at the grievance hearing.

PHA Policy

The tenant will be allowed to copy any documents related to the hearing at no cost to the family. There will be no charge for documents emailed by the PHA. The family must request discovery of PHA documents no later than 12:00 p.m. on the business day prior to the hearing.

- The right to be represented by counsel or other person chosen to represent the tenant, and to have such person make statements on the tenant’s behalf.

PHA Policy

Hearings may be attended by the following applicable persons:

The PHA representatives and any witnesses for the PHA

The tenant and any witnesses for the tenant

The tenant’s counsel or other representative

Any other person approved by the PHA as a reasonable accommodation for a person with a disability

- The right to a private hearing unless the complainant requests a public hearing.
- The right to present evidence and arguments in support of the tenant’s complaint, to controvert evidence relied on by the PHA or project management, and to confront and cross-examine all witnesses upon whose testimony or information the PHA or project management relies.
- A decision based solely and exclusively upon the facts presented at the hearing.

Failure to Appear [24 CFR 966.56(c)]

If the complainant or the PHA fails to appear at a scheduled hearing, the hearing officer may make a determination to postpone the hearing for no more than five business days or may make a determination that the party has waived their right to a hearing. Both the complainant and the PHA must be notified of the determination by the hearing officer provided that a determination that the complainant has waived their right to a hearing will not constitute a waiver of any right the complainant may have to contest the PHA’s disposition of the grievance in an appropriate judicial proceeding.

There may be times when a complainant does not appear due to unforeseen circumstances which are out of their control and are no fault of their own.

PHA Policy

If the tenant does not appear at the scheduled time of the hearing, the hearing officer will wait up to 30 minutes. If the tenant appears within 30 minutes of the scheduled time, the hearing will be held. If the tenant does not arrive within 30 minutes of the scheduled time, they will be considered to have failed to appear.

If the tenant fails to appear and was unable to reschedule the hearing in advance, the tenant must contact the PHA within 24 hours of the scheduled hearing date, excluding weekends and holidays. The hearing officer will reschedule the hearing only if the tenant can show good cause for the failure to appear, or it is needed as a reasonable accommodation for a person with disabilities.

“Good cause” is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the family.

General Procedures [24 CFR 966.56(d), (e)]

At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the PHA must sustain the burden of justifying the PHA action or failure to act against which the complaint is directed [24 CFR 966.56(d)].

The hearing is conducted informally by the hearing officer. The PHA and the tenant must be given the opportunity to present oral or documentary evidence pertinent to the facts and issues raised by the complaint, and to question any witnesses.

PHA Policy

Any evidence to be considered by the hearing officer must be presented at the time of the hearing. There are four categories of evidence.

Oral evidence: the testimony of witnesses

Documentary evidence: a writing which is relevant to the case, for example, a letter written to the PHA. Writings include all forms of recorded communication or representation, including letters, emails, words, pictures, sounds, videotapes or symbols or combinations thereof.

Demonstrative evidence: Evidence created specifically for the hearing and presented as an illustrative aid to assist the hearing officer, such as a model, a chart or other diagram.

Real evidence: A tangible item relating directly to the case.

Hearsay Evidence is evidence based not on a witness’ personal knowledge. In and of itself, hearsay evidence carries no weight when making a finding of fact. The hearing officer may include hearsay evidence when considering their decision if it is corroborated by other evidence. Even though hearsay evidence is generally admissible in a hearing, the hearing officer will not base a hearing decision on hearsay alone unless there is clear probative value and credibility of the evidence, and the party seeking the change has met the burden of proof.

If the PHA fails to comply with the discovery requirements (providing the tenant with the opportunity to examine PHA documents prior to the grievance hearing), the hearing officer will refuse to admit such evidence.

Other than the failure of the PHA to comply with discovery requirements, the hearing officer has the authority to overrule any objections to evidence.

The complainant or the PHA may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript [24 CFR 966.56(e)].

PHA Policy

If the complainant would like the PHA to record the proceedings by audiotape, the request must be made to the PHA by 12:00 p.m. on the business day prior to the hearing.

The PHA will consider that an audio tape recording of the proceedings is a transcript.

Accommodations of Persons with Disabilities [24 CFR 966.56(f)]

The PHA must provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants.

If the tenant is visually impaired, any notice to the tenant which is required in the grievance process must be in an accessible format.

See Chapter 2 for a thorough discussion of the PHA’s responsibilities pertaining to reasonable accommodation.

Limited English Proficiency (24 CFR 966.56(g))

The PHA must comply with HUD’s LEP Final Rule in providing language services throughout the grievance process.

14-III.I. DECISION OF THE HEARING OFFICER [24 CFR 966.57]

The hearing officer must issue a written decision, stating the reasons for the decision, within a reasonable time after the hearing. Factual determinations relating to the individual circumstances of the family must be based on a preponderance of evidence presented at the hearing. A copy of the decision must be sent to the complainant and the PHA. The PHA must retain a copy of the decision in the tenant’s folder. A log of all hearing officer decisions must also be maintained by the PHA and made available for inspection by a prospective complainant, their representative, or the hearing officer [24 CFR 966.57(a)].

PHA Policy

In rendering a decision, the hearing officer will consider the following matters:

PHA Notice to the Family: The hearing officer will determine if the reasons for the PHA’s decision are factually stated in the notice.

Discovery: The hearing officer will determine if the family was given the opportunity to examine any relevant documents in accordance with PHA policy.

PHA Evidence to Support the PHA Decision: The evidence consists of the facts presented. Evidence is not conclusion and it is not argument. The hearing officer will evaluate the facts to determine if they support the PHA’s conclusion.

Validity of Grounds for Termination of Tenancy (when applicable): The hearing officer will determine if the termination of tenancy is for one of the grounds specified in the HUD regulations and PHA policies. If the grounds for termination are not specified in the regulations or in compliance with PHA policies, then the decision of the PHA will be overturned.

The hearing officer will issue a written decision to the family and the PHA no later than 10 business days after the hearing. The report will contain the following information:

Hearing information:

- Name of the complainant
- Date, time and place of the hearing
- Name of the hearing officer
- Name of the PHA representatives
- Name of family representative (if any)
- Names of witnesses (if any)

Background: A brief, impartial statement of the reason for the hearing and the date(s) on which the informal settlement was held, who held it, and a summary of the results of the informal settlement. It will also include the date the complainant requested the grievance hearing.

Summary of the Evidence: The hearing officer will summarize the testimony of each witness and identify any documents that a witness produced in support of their testimony and that are admitted into evidence.

Findings of Fact: The hearing officer will include all findings of fact, based on a preponderance of the evidence. *Preponderance of the evidence* is defined as

evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Conclusions: The hearing officer will render a conclusion derived from the facts that were found to be true by a preponderance of the evidence. The conclusion will result in a determination of whether these facts uphold the PHA’s decision.

Order: The hearing decision will include a statement of whether the PHA’s decision is upheld, overturned, or remanded (the hearing decision may remand the case back to the PHA for further action, for example, consideration of a reasonable accommodation). If the PHA’s adverse decision is overturned, the hearing decision will instruct the PHA to change the decision in accordance with the hearing officer’s determination. If the PHA’s decision to terminate is overturned, the hearing decision will instruct the PHA to restore the family’s status.

Procedures for Further Hearing

PHA Policy

The hearing officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision. If the family misses an appointment or deadline ordered by the hearing officer, the hearing officer’s decision will be based on testimony and evidence presented. Another hearing will not be granted.

Final Decision [24 CFR 966.57(b)]

The decision of the hearing officer is binding on the PHA which must take the action, or refrain from taking the action cited in the decision unless the PHA Board of Commissioners determines within a reasonable time, and notifies the complainant that:

- The grievance does not concern PHA action or failure to act in accordance with or involving the complainant’s lease on PHA policies which adversely affect the complainant’s rights, duties, welfare, or status; or
- The decision of the hearing officer is contrary to federal, state, or local law, HUD regulations or requirements of the annual contributions contract between HUD and the PHA

PHA Policy

When the PHA considers the decision of the hearing officer to be invalid due to the reasons stated above, it will present the matter to the PHA Board of Commissioners within 10 business days of the date of the hearing officer’s decision. The Board has 30 calendar days to consider the decision. If the Board decides to reverse the hearing officer’s decision, it must notify the complainant within 10 business days of this decision.

A decision by the hearing officer or Board of Commissioners in favor of the PHA or which denies the relief requested by the complainant in whole or in part must not constitute a waiver of any rights, nor effect in any manner whatever, any rights the complainant may have to a subsequent trial or judicial review in court [24 CFR 966.57(c)].

EXHIBIT 14-1: GRIEVANCE PROCEDURE

I. Introduction

Public housing tenants have the right to request a grievance hearing for any PHA action or failure to act in accordance with the tenant’s lease.

Grievance procedures do not apply in the following circumstances:

- A. Disputes between tenants not involving the PHA or class grievances [24 CFR 966.51(b)].

- B. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of tenants and the PHA’s Board of Commissioners [24 CFR 966.51(b)].
- C. When the PHA is in a HUD-declared due process state, HUD allows the PHA to exclude from the PHA grievance procedure any grievance concerning a termination of tenancy or eviction that involves:
 - i. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the PHA;
 - ii. Any violent or drug-related criminal activity on or off such premises; or
 - iii. Any criminal activity that resulted in felony conviction of a household member [24 CFR 966.51(a)(2)].

II. Definitions [24 CFR 966.53]

- A. **Grievance:** Any dispute a tenant may have with respect to PHA action or failure to act in accordance with the individual tenant’s lease or PHA regulations that adversely affects the individual tenant’s rights, duties, welfare, or status.
- B. **Complainant:** Any tenant (as defined below) whose grievance is presented to the PHA or at the project management office in accordance with the requirements presented in this procedure.
- C. **Elements of due process:** An eviction action or a termination of tenancy in a state or local court in which the following procedural safeguards are required:
 - i. Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction
 - ii. Right of the tenant to be represented by counsel
 - iii. Opportunity for the tenant to refute the evidence presented by the PHA, including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense that the tenant may have
 - iv. A decision on the merits of the case
- D. **Hearing officer:** An impartial person or persons selected by the PHA other than the person who made or approved the decision under review, or a subordinate of that person. Such individuals do not need legal training.
- E. **Tenant:** The adult person (or persons other than a live-in aide) who resides in the unit and who executed the lease with the PHA as lessee of the dwelling unit, or if no such person now resides in the unit, the person who resides in the unit and is the remaining head of the household of the tenant family residing in the dwelling unit.
- F. **Resident organization:** An organization of residents, which also may include a resident management corporation.

III. This grievance procedure [24 CFR 966.51]

This grievance procedure is included by reference in all tenant dwelling leases and will be furnished to each tenant and all resident organizations [24 CFR 966.52 (b) and (d)].

Any changes proposed in this grievance procedure must provide for at least 30 days’ notice to tenants and resident organizations, explaining the proposed changes and providing an opportunity to present written comments. Comments will be considered by the PHA before any revisions are made to the grievance procedure [24 CFR 966.52(c)].

IV. Informal settlement of a grievance [24 CFR 966.54]

Any grievance request must be personally presented, either orally or in writing (including email), to the PHA’s central office or the management office of the development in which the tenant resides within 10 days after the violation.

As soon as the grievance request is received, it will be reviewed by the PHA to ensure it meets the requirements for a grievance hearing. If the tenant is not entitled to a grievance,

the PHA will notify the tenant that they may instead seek judicial review and the procedures for requesting such a review [24 CFR 966.4(l)(3)(i)(C)(v)(B)].

Otherwise, within 10 business days, the tenant will be contacted to arrange a mutually convenient time to meet so the grievance may be discussed and settled without a hearing. At the informal settlement, the tenant will present their grievance.

Within five business days following the informal settlement, the PHA will prepare and either hand deliver, mail, or email to the tenant a summary of the discussion. The summary will specify the names of the participants; the date of the meeting; the nature of the proposed resolution of the complaint, with specific reason(s); and will specify the procedures by which a formal hearing under this procedure may be obtained if the tenant is not satisfied [24 CFR 966.54]. A copy of this summary will also be placed in the tenant's file.

V. Requesting a formal grievance hearing

If the tenant is not satisfied with the outcome of the informal settlement, the tenant must submit a written request for a hearing to the management office of the development where the tenant lives no later than five business days after receiving the summary of the informal settlement.

The written request must specify the reasons for the request and the action or relief sought from the PHA.

VI. Selecting the hearing officer

A grievance hearing will be conducted by an impartial person appointed by the PHA as described below:

- A. The hearing officer will be appointed directly by the executive director.
- B. The hearing officer will be someone who did not make or approve the decision under review and who is not a subordinate of such persons [24 CFR 966.54(e)].
- C. The PHA's method for selecting a hearing officer will be included in the lease [24 CFR 966.54(e)].

VII. Scheduling hearings [24 CFR 966.56(a)]

When a tenant submits a timely request for a grievance hearing, the PHA will immediately appoint an impartial hearing officer.

Once the hearing has been scheduled, the tenant will receive written notice of the hearing, sent by mail or email, return receipt requested.

Within 10 days of receiving the written request, the hearing will be scheduled. The tenant, PHA, and hearing officer will be notified in writing of the date, time and location of the hearing. If the hearing will be held remotely, the PHA will also include information on the remote hearing process.

The tenant may request to reschedule a hearing once. Should the tenant need to reschedule a second time, they may only do so for good cause, or if needed as a reasonable accommodation for a person with disabilities. *Good cause* is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the family. Requests to reschedule a hearing must be made orally or in writing at least one day prior to the hearing date.

VIII. Procedures governing the hearing [24 CFR 966.56]

The hearing will be held before a hearing officer as described above in Section VI. The tenant will be afforded a fair hearing, which will include:

- A. The opportunity to examine any PHA documents before the hearing, including records and regulations, that are directly relevant to the hearing.

The tenant must request to view and copy PHA documents relevant to the hearing by noon of the day before the hearing. The tenant is allowed to copy any such document at no cost to the tenant.

If the PHA does not make the document available for examination upon request by the tenant, the PHA may not rely on such document at the grievance hearing.

- B. The right to be represented by counsel or any other person chosen as the tenant's representative, at the tenant's expense, and to have such person make statements on the tenant's behalf.
- C. The right to a private hearing unless the tenant requests a public hearing.
- D. The right to present evidence and arguments in support of the tenant's complaint, to refute evidence relied on by the PHA or project management, and to confront and cross-examine all witnesses upon whose testimony or information the PHA or project management relies.
- E. A decision based solely and exclusively upon the facts presented at the hearing [24 CFR 966.56(b)].

The hearing is conducted informally by the hearing officer. The PHA and the tenant must be given the opportunity to present oral or documentary evidence that is relevant to the facts and issues raised, and to question any witnesses.

The hearing decision will be based on the preponderance of the evidence, defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

The tenant or the PHA may arrange in advance for a transcript or recording of the hearing at the expense of the party making the arrangement.

The PHA must provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. If the tenant is visually impaired, any notice to the tenant that is required under this procedure must be in an accessible format [24 CFR 966.56(f)].

The PHA must comply with HUD's requirements regarding limited English proficiency (LEP). The tenant has the right to request competent oral interpretation, free of charge. LEP requirements can be found at:

https://www.hud.gov/program_offices/fair_housing_equal_opp/promotingflh/lep-faq

IX. Remote Hearings

The PHA has the authority to require that hearings be conducted remotely in certain situations.

X. Failure to appear at the hearing

If the tenant does not arrive within 30 minutes of the scheduled time, it will be considered a failure to appear, which means they have given up their right to a hearing.

Both the tenant and the PHA must be notified of the determination by the hearing officer. A determination that the tenant has waived their right to a hearing will not constitute a waiver of any right the tenant may have to contest the PHA's disposition of the grievance in an appropriate judicial setting [24 CFR 966.56(c)].

XI. Decision of the hearing officer [24 CFR 966.57]

The hearing officer will prepare a written decision together with the reasons for the decision within 10 business days after the hearing. A copy of the decision will be sent to the tenant and the PHA.

The PHA will retain a copy of the decision in the tenant's file.

The hearing officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date before reaching a decision. If the family misses a deadline ordered by the hearing officer, the hearing officer will make a decision based on the evidence presented.

The decision of the hearing officer will be binding on the PHA unless the PHA’s Board of Commissioners determines within a reasonable time and notifies the tenant of its determination that:

- A. The grievance does not concern PHA action or failure to act in accordance with or involving the tenant’s lease or PHA regulations, which adversely affect the tenant’s rights, duties, welfare, or status; or
- B. The decision of the hearing officer is contrary to applicable federal, state, or local law, HUD regulations, or requirements of the annual contributions contract (ACC) between HUD and the PHA.

When the PHA considers the decision of the hearing officer to be invalid for either of the reasons stated above, it will present the matter to the PHA Board of Commissioners within 10 business days of the date of the hearing officer’s decision. The Board will have 30 calendar days to consider the decision. If the Board decides to reverse the hearing officer’s decision, it must notify the tenant within 10 business days of this decision.

A decision by the hearing officer or Board of Commissioners in favor of the PHA or which denies the relief requested by the tenant, in whole or in part, will not constitute a waiver of nor affect in any way the tenant’s right to a trial or judicial review in any court proceedings, which may be brought in the matter later [24 CFR 966.57].

<u>RESIDENT SIGNATURE</u>	<u>DATE</u>	<u>RESIDENT SIGNATURE</u>	<u>DATE</u>
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ALBERT LEA HOUSING AND REDEVELOPMENT AUTHORITY
Vehicle Parking Lot Policy

As you are aware we have very limited parking and there have been some issues regarding parking in the ALHRA parking lot. If you park your vehicle in the Shady Oaks parking-lot below are the requirements per your lease agreement.

- Only one vehicle per household.
- Resident vehicles must have an ALHRA sticker.
- Copy of valid registration/tabs need to be in your file.
- ALHRA may remove any vehicle without valid registration/tabs from the property.
- Residents agree to refrain from driving, repairing, or parking any vehicle on the lawn or sidewalks and will not park unregistered or non-operating vehicles on ALHRA property
- Vehicles left in a non-operating condition for more than 48 consecutive hours may be deemed abandoned and may be towed at owner's expense.
- It is the responsibility of the residents to keep ALHRA informed of any changes in vehicle status or ownership.
- Visitor Parking:

We ask visitors to your unit that are planning to be on ALHRA property to park on the streets where allowable by local ordinance. The ALHRA does reserve the right to have vehicles that are not registered with the ALHRA to be removed at the owner's expense should the ALHRA determine that this action is warranted. As always consideration will be given to visitors with disabilities that require accessibility to the parking lot.

Stop by the office Monday through Thursday, from 8:00 am to 12:00 pm to fill out a vehicle parking lot registration form. Bring a copy of your valid registration/tabs and we will give you a sticker for your vehicle. **Apply sticker inside the car on the rear window located on the driver's side.**

RESIDENT NAME	DATE	RESIDENT NAME	DATE
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	Move-in Condition		Move-Out Condition	
	O.K.	Dirty/Damaged	O.K.	Dirty/Damaged
KITCHEN				
Range/Oven				
Refrigerator				
Cabinets/Pantry				
Countertops				
Sink/Faucet				
Light Fixtures				
Outlets/Switches				
Prime Door/Lock				
Walls/Ceiling				
Floor/Baseboards				
Woodwork				
Exhaust Fan				
Other:				

Living Room	O.K.	Dirty/Damaged	O.K.	Dirty/Damaged
Walls and Ceiling				
Windows/Screens				
Drapes/Rods				
Door/Lock				
Light Fixture				
Outlets/Switches				
Floors/Baseboards				
Woodwork				
Vents				
Smoke Detectors				
Other:				

Bedroom #1	O.K.	Dirty/Damaged	O.K.	Dirty/Damaged
Walls and Ceiling				
Windows/Screens				
Drapes/Rods				
Prime Door/Lock				
Light Fixture				
Outlets/Switches				
Floors/Baseboards				
Woodwork				
Vents				
Other				
Bathroom	O.K.	Dirty/Damaged	O.K.	Dirty/Damaged
Sink/Faucets				
Tub/Shower Walls				
Toilet				
Cabinet/Mirror				
Light Fixtures				
Outlets/Switches				
Floor/Baseboards				
Woodwork				
Vents				

Permission to enter for work order ____ Yes ____ No

ALHRA Representative	Move-In Date	ALHRA Representative	Move-Out Date
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Tenant	Move-In Date	Tenant	Move-Out Date
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Give a copy of the Move-in inspection to the tenant at Move-In

Address	Move-In Condition		Move-Out Condition	
	O.K.	Dirty/Damaged	O.K.	Dirty/Damaged
KITCHEN				
Range/Oven				
Refrigerator				
Cabinets/Pantry				
Countertops				
Sink/Faucet				
Light Fixtures				
Outlets/Switches				
Prime Door/Lock				
Walls/Ceiling				
Floor/Baseboards				
Woodwork				
Exhaust Fan				
Other:				

Living Room	O.K.	Dirty/Damaged	O.K.	Dirty/Damaged
Walls and Ceiling				
Windows/Screens				
Drapes/Rods				
Door/Lock				
Light Fixture				
Outlets/Switches				
Floors/Baseboards				
Woodwork				
Vents				
Smoke Detectors				
Other				

Bedroom #1	O.K.	Dirty/Damaged	O.K.	Dirty/Damaged
Walls and Ceiling				
Windows/Screens				
Drapes/Rods				
Prime Door/Lock				
Light Fixture				
Outlets/Switches				
Floors/Baseboards				
Woodwork				
Vents				
Other				
Bedroom #2	O.K.	Dirty/Damaged	O.K.	Dirty/Damaged
Walls and Ceiling				
Windows/Screens				
Drapes/Rods				
Prime Door/Lock				
Light Fixture				
Outlets/Switches				
Floors/Baseboards				
Woodwork				
Vents				
Other				

	O.K.	Dirty/Damaged	O.K.	Dirty/Damaged
Bathroom				
Sink/Faucets				
Tub/Shower Walls				
Toilet				
Cabinet/Mirror				
Light Fixtures				
Outlets/Switches				
Floor/Baseboards				
Woodwork				
Vents				

Permission to enter for work order ____ Yes ____ No

ALHRA Representativ	Move-In Date	ALHRA Representative	Move-Out Date
Tenant	Move-In Date	Tenant	Move-Out Date

Give a copy of the Move-in inspection to the tenant at Move-In

Address	Move-In Condition		Move-Out Condition	
	O.K.	Dirty/Damaged	O.K.	Dirty/Damaged
KITCHEN				
Range/Oven				
Refrigerator				
Cabinets/Pantry				
Countertops				
Sink/Faucet				
Light Fixtures				
Outlets/Switches				
Prime Door/Lock				
Walls/Ceiling				
Floor/Baseboards				
Woodwork				
Exhaust Fan				
Other:				

Living Room	O.K.	Dirty/Damaged	O.K.	Dirty/Damaged
Walls and Ceiling				
Windows/Screens				
Drapes/Rods				
Door/Lock				
Light Fixture				
Outlets/Switches				
Floors/Baseboards				
Woodwork				
Vents				
Smoke Detectors				
Other				

Bedroom #1	O.K.	Dirty/Damaged	O.K.	Dirty/Damaged
Walls and Ceiling				
Windows/Screens				
Drapes/Rods				
Prime Door/Lock				
Light Fixture				
Outlets/Switches				
Floors/Baseboards				
Woodwork				
Vents				
Other				

Bedroom #2	O.K.	Dirty/Damaged	O.K.	Dirty/Damaged
Walls and Ceiling				
Windows/Screens				
Drapes/Rods				
Prime Door/Lock				
Light Fixture				
Outlets/Switches				
Floors/Baseboards				
Woodwork				
Vents				
Other				

Bedroom #3	O.K.	Dirty/Damaged	O.K.	Dirty/Damaged
Walls and Ceiling				
Windows/Screens				
Curtains/Rods				
Prime Door/Lock				
Light Fixture				
Outlets/Switches				
Floors/Baseboards				
Woodwork				
Vents				
Other				

Bathroom	O.K.	Dirty/Damaged	O.K.	Dirty/Damaged
Sink/Faucets				
Tub/Shower Walls				
Toilet				
Cabinet/Mirror				
Light Fixtures				
Outlets/Switches				
Floor/Baseboards				
Woodwork				
Vents				

Permission to enter for work order Yes No

ALHRA Representative

Move-In Date ALHRA Representative

Move-Out Date

Tenant

Move-In Date Tenant

Move-Out Date

Give a copy of the Move-in inspection to the tenant at Move-In

Address	Move-in Condition		Move-Out Condition	
	O.K.	Dirty/Damaged	O.K.	Dirty/Damaged
KITCHEN				
Range/Oven				
Refrigerator				
Cabinets/Pantry				
Countertops				
Sink/Faucet				
Light Fixtures				
Outlets/Switches				
Prime Door/Lock				
Walls/Ceiling				
Floor/Baseboards				
Woodwork				
Exhaust Fan				
Other:				

Living Room	O.K.	Dirty/Damaged	O.K.	Dirty/Damaged
Walls and Ceiling				
Windows/Screens				
Drapes/Rods				
Door/Lock				
Light Fixture				
Outlets/Switches				
Floors/Baseboards				
Woodwork				
Vents				
Smoke Detectors				
Other				

Bedroom #1	O.K.	Dirty/Damaged	O.K.	Dirty/Damaged
Walls and Ceiling				
Windows/Screens				
Drapes/Rods				
Prime Door/Lock				
Light Fixture				
Outlets/Switches				
Floors/Baseboards				
Woodwork				
Vents				
Other				
Bedroom #2	O.K.	Dirty/Damaged	O.K.	Dirty/Damaged
Walls and Ceiling				
Windows/Screens				
Drapes/Rods				
Prime Door/Lock				
Light Fixture				
Outlets/Switches				
Floors/Baseboards				
Woodwork				
Vents				
Other				

	O.K.	Dirty/Damaged	O.K.	Dirty/Damaged
Bathroom				
Sink/Faucets				
Tub/Shower Walls				
Toilet				
Cabinet/Mirror				
Light Fixtures				
Outlets/Switches				
Floor/Baseboards				
Woodwork				
Vents				

Permission to enter for work order ____ Yes ____ No

ALHRA Representative	Move-In Date	ALHRA Representative	Move-Out Date
Tenant	Move-In Date	Tenant	Move-Out Date

Give a copy of the Move-in inspection to the tenant at Move-In

ALBERT LEA HOUSING AND REDEVELOPMENT AUTHORITY

RENT COLLECTION

Collection of resident charges is important to the viability of a project. Without a high and timely resident rent collection rate, a project may not cash flow. As a result, the PHA must reduce costs which may result in inadequate maintenance and the accelerated deterioration of the property.

This policy establishes the policy and procedures for the collection of rent and other charges; late charges and return check assessment.

With regards to payment method, PHAs have flexibility to determine what payment method is acceptable. Note: Federal law does not require PHAs to accept cash as a form of payment from a resident. Cash is susceptible to fraud, can be lost, and is a security risk for the office which is accepting cash.

This policy applies to all programs of the PHA for which resident charges are collected.

Rent and other charges are collected at the: ALHRA office, 800 4th Ave South, Albert Lea, MN 56007. The PHA will accept checks, moneys orders, or cashier’s checks. No cash is accepted. You may drop off rent and other charges during normal business hours; if the office is closed you may put rent/other charges in mail slot located at the ALHRA office; you may also mail your rent/charges to the ALHRA office. The ALHRA will mail/hand-deliver receipts.

Late Payment of Rent and Return Check Charge

If the Resident fails to make payment by the 10th of the month, a late fee of 8% of total rent will be charged. Charges are due and payable 14 calendar days after billing [24 CFR 966.4 (b)(3)]. When a check is returned for insufficient funds or is written on a closed account, the rent will be considered unpaid, and a \$25 returned check fee will be charged to the family. The fee will be due and payable 14 calendar days after billing. Residents who have submitted a check that is returned for insufficient funds shall be required to make all future payments by cashier’s check or money order.

RESIDENT SIGNATURE	DATE	RESIDENT SIGANTURE	DATE
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ALBERT LEA HRA SMOKE FREE POLICY

In accordance with HUD regulations, the Housing Authority has adopted these smoke-free policies. The policies are effective as of Board approval date.

Due to the increased risk of fire, increased maintenance costs, and the known health effects of secondhand smoke, smoking is prohibited in all living units and interior areas, including but not limited to hallways, rental and administrative offices, community centers, day care centers, laundry centers, and similar structures. Smoking is also prohibited in outdoor areas within 25 feet from public housing and administrative office buildings.

This policy applies to all employees, residents, household members, guests, and service persons. Residents are responsible for ensuring that household members and guests comply with this rule.

The term “smoking” means any inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, or other prohibited tobacco product in any manner or any form. Prohibited tobacco products include water pipes and hookahs.

Violation of the smoke-free policy constitutes a violation of the terms of the public housing lease. Consequences of lease violations include termination of tenancy.

ALHRA POLICIES Designated Smoking Areas (DSA)

The ALHRA has established designated smoking areas. Residents using the designated smoking areas must extinguish all smoking materials and dispose of them safely in receptacles provided for that purpose.

Electronic Nicotine Delivery Systems (ENDS)

Electronic nicotine delivery systems (ENDS) include e-cigarettes, nicotine inhalers, and vaping devices.

Use of ENDS is not permitted in public housing units, common areas, or in outdoor areas within 25 feet from housing and administrative buildings.

Effective Date

The PHA’s effective date(s) of this smoke-free policy is/are as follows:

The smoke-free policy will be effective for all residents, household members, employees, guests, and service persons on JULY 30, 2018.

The smoke-free policy will take effect at the next annual lease renewal for each resident household. Residents must execute a smoke-free lease addendum as part of the annual lease renewal process. Regardless of the lease renewal date, all residents must be in compliance with the smoke-free policy no later than July 30, 2018.

Enforcement

The ALHRA must enforce smoke-free policies when a resident violates this policy. When enforcing the lease, the ALHRA will provide due process and allow residents to exercise their right to an informal settlement and formal hearing. The ALHRA will not evict a resident for a single incident of smoking in violation of this policy. As such, the ALHRA will implement a graduated enforcement framework that includes escalating warnings. Prior to pursuing eviction for violation of smoke-free policies, the ALHRA will take specific, progressive monitoring and enforcement actions, while at the same time educating tenants and providing smoking cessation information. The lease will identify the actions that constitute a policy violation, quantify the number of documented, verified violations that warrant enforcement action, state any disciplinary actions that will be taken for persistent non-responsiveness or repeated noncompliance, and state how many instances of noncompliance will constitute a violation. Tenancy termination and eviction will be pursued only as a last resort. The ALHRA may terminate tenancy at any time for violations of the lease and failure to otherwise fulfill household obligations if resident behavior disturbs other residents’ peaceful enjoyment and is not conducive to maintaining the property in a decent, safe, and sanitary condition.

Upon issuance of a written warning from the property manager and/or a documented complaint, the ALHRA will increase the frequency of unit inspections for a suspected policy violator. Two documented violations of the smoke-free policy may rise to the level of other good cause for termination of tenancy.

Reasonable Accommodation

While addiction to nicotine or smoking is not a disability, the ALHRA will provide reasonable accommodation to persons with disabilities who smoke that are in compliance with the requirements of this smoke-free policy.

_____ Resident Signature	_____ Date
_____ Resident Signature	_____ Date

EMERGENCY NOTIFICATION

CONTACT NAME: _____
ADDRESS: _____
DAYTIME PHONE: _____ RELATIONSHIP: _____

CONTACT NAME: _____
ADDRESS: _____
DAYTIME PHONE: _____ RELATIONSHIP: _____

TO: ALBERT LEA HOUSING & REDEVELOPMENT AUTHORITY

If I should die or become incompetent, any furniture or other personal property left in my unit at time of vacating may be turned over to the person listed below. If same as above, just indicate "SAME".

CONTACT NAME: _____
ADDRESS: _____
DAYTIME PHONE: _____ RELATIONSHIP: _____

Tenant Signature _____ Date _____

**THE ALBERT LEA HOUSING & REDEVELOPMENT
AUTHORITY
800 4TH AVENUE S
ALBERT LEA, MN 56007
TELEPHONE: (507) 377-4375 FAX: (507) 373-0991**

**Public Housing Community Service Requirements
General Exemption Certification**

Effective November 1, 2003, the Federal Government mandated that Public Housing Recipients volunteer 8 hours of Community Service Activities per month.

I, _____ certify that I am exempt from the Public Housing Community Service requirements because I meet one or more of the following federal exemption criteria:

(Please check the appropriate line)

- ____ 1. I am engaged in work activities as defined in Section 407(d) of the Social Security Act (42 U.S.C. 607(d)). This includes:
- a.) unsubsidized private sector employment
 - b.) subsidized public sector employment
 - c.) work experience (including work associated with refurbishing publicly-assisted housing) if sufficient private sector employment is not available
 - d.) on-the-job training
 - e.) job search and job readiness assistance
 - f.) community service programs
 - g.) vocational educational training (not to exceed 12 months with respect to any individual)
 - h.) job skills training directly related to employment
 - i.) education directly related to employment (if the recipient has not received a high school diploma or equivalence certificate)
 - j.) satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence (if the recipient has not received a high school diploma or equivalence certificate)
 - k.) the provision of child care services to an individual participating in a community service program.
- ____ 2. I am a caretaker of a blind or disabled person.
- ____ 3. I am exempted from work activities under the state program funded under the social security act or under other state welfare programs.
- ____ 4. I am receiving assistance and am in compliance with state or MFIP requirements.
- ____ 5. I am elderly (DOB: _____).
- ____ 6. I am a person with a disability who certifies by checking this box that I cannot perform community service activities.

I am also certifying that the following children are under the age of 18 and are full-time students and therefore exempt from the Public Housing Community Service requirements.

Name:	DOB:	School:
Name:	DOB:	School:
Name:	DOB:	School:
Name:	DOB:	School:
Name:	DOB:	School:
Name:	DOB:	School:

Tenant's Signature	Date
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ALHRA Representative's Signature	Date
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WARNING: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful false statements or misrepresentations to any Department or Agency of the United States as to any matter within its jurisdiction.

**ALBERT LEA HOUSING & REDEVELOPMENT
AUTHORITY
800 4TH AVE S
ALBERT LEA, MN 56007
TELEPHONE:(507) 377-4375 FAX:(507) 373-0991**

**Public Housing Community Service Requirements
Not Exempt**

Effective April 30, 2022, the Federal Government mandated that Public Housing Recipients volunteer 8 hours of Community Service Activities per month.

I, _____ am not exempt from the Community Service requirements. I am aware of all the Federal exemptions and hereby declare that I am not eligible for any of them.

Therefore, I understand that I am required to do eight hours of community services per month and agree to this as a condition of tenancy.

I further understand that if I do not meet the exemption criteria at any time, and fail to perform the required community service hours, my lease may be terminated.

Tenant's Signature

Date

ALHRA Representative's Signature

Date

WARNING: *Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful false statements or misrepresentations to any Department or Agency of the United States as to any matter within its jurisdiction.*

ALHRA Supports Equal Housing Opportunity

Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking

When should I receive this form? A covered housing provider must provide a copy of the Notice of Occupancy Rights Under The Violence Against Women Act (Form HUD-5380) and the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5382) when you are admitted as a tenant, when you receive an eviction or termination notice and prior to termination of tenancy, or when you are denied as an applicant. A covered housing provider may provide these forms at additional times.

What is the Violence Against Women Act (“VAWA”)? This notice describes protections that may apply to you as an applicant or a tenant under a housing program covered by a federal law called the Violence Against Women Act (“VAWA”). VAWA provides housing protections for victims of domestic violence, dating violence, sexual assault or stalking. VAWA protections must be in leases and other program documents, as applicable. VAWA protections may be raised at any time. You do not need to know the type or name of the program you are participating in or applying to in order to seek VAWA protections.

What if I require this information in a language other than English? To read this information in Spanish or another language, please contact the **Albert Lea Housing and Redevelopment Authority (ALHRA)-800 4th Ave South, Albert Lea, MN 56007, 507-377-4375**. You can read translated VAWA forms at https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a#4. If you speak or read in a language other than English, your covered housing provider must give you language assistance regarding your VAWA protections (for example, oral interpretation and/or written translation).

What do the words in this notice mean?

- *VAWA violence/abuse* means one or more incidents of domestic violence, dating violence, sexual assault, or stalking.
- *Victim* means any victim of *VAWA violence/abuse*.
- *Affiliated person* means the tenant’s spouse, parent, sibling, or child; or any individual, tenant, or lawful occupant living in the tenant’s household; or anyone for whom the tenant acts as parent/guardian.
- *Covered housing program*¹ includes the following HUD programs:
 - Public Housing
 - Tenant-based vouchers (TBV, also known as Housing Choice Vouchers or HCV) and Project-based Vouchers (PBV) Section 8 programs
 - Section 8 Project-Based Rental Assistance (PBRA)
 - Section 8 Moderate Rehabilitation Single Room Occupancy
 - Section 202 Supportive Housing for the Elderly
 - Section 811 Supportive Housing for Persons with Disabilities
 - Section 221(d)(3)/(d)(5) Multifamily Rental Housing
 - Section 236 Multifamily Rental Housing
 - Housing Opportunities for Persons With AIDS (HOPWA) program
 - HOME Investment Partnerships (HOME) program
 - The Housing Trust Fund
 - Emergency Solutions Grants (ESG) program
 - Continuum of Care program
 - Rural Housing Stability Assistance program
- *Covered housing provider* means the individual or entity under a covered housing program that is responsible for providing or overseeing the VAWA protection in a specific situation. The covered housing provider may be a public housing agency, project sponsor, housing owner, mortgage, housing manager, State or local government, public agency, or a nonprofit or for-profit organization as the lessor.

¹ For information about non-HUD covered housing programs under VAWA, see Interagency Statement on the Violence Against Women Act’s Housing Provisions at <https://www.hud.gov/sites/dfiles/PA/documents/InteragencyVAWAHousingStmnt092024.pdf>.
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What if I am an applicant under a program covered by VAWA? You can't be denied housing, housing assistance, or homeless assistance covered by VAWA just because you (or a household member) are or were a victim or just because of problems you (or a household member) had as a direct result of being or having been a victim. For example, if you have a poor rental or credit history or a criminal record, and that history or record is the direct result of you being a victim of VAWA abuse/violence, that history or record cannot be used as a reason to deny you housing or homeless assistance covered by VAWA.

What if I am a tenant under a program covered by VAWA? You cannot lose housing, housing assistance, or homeless assistance covered by VAWA or be evicted just because you (or a household member) are or were a victim of VAWA violence/abuse. You also cannot lose housing, housing assistance, or homeless assistance covered by VAWA or be evicted just because of problems that you (or a household member) have as a direct result of being or having been a victim. For example, if you are a victim of VAWA abuse/violence that directly results in repeated noise complaints and damage to the property, neither the noise complaints nor property damage can be used as a reason for evicting you from housing covered by VAWA. You also cannot be evicted or removed from housing, housing assistance, or homeless assistance covered by VAWA because of someone else's criminal actions that are directly related to VAWA abuse/violence against you, a household member, or another affiliated person.

How can tenants request an emergency transfer? Victims of VAWA violence/abuse have the right to request an emergency transfer from their current unit to another unit for safety reasons related to the VAWA violence/abuse. An emergency transfer cannot be guaranteed, but you can request an emergency transfer when:

1. You (or a household member) are a victim of VAWA violence/abuse;
2. You expressly request the emergency transfer; **AND**
3. **EITHER**
 - a. you reasonably believe that there is a threat of imminent harm from further violence, including trauma, if you (or a household member) stay in the same dwelling unit; **OR**
 - b. if you (or a household member) are a victim of sexual assault, either you reasonably believe that there is a threat of imminent harm from further violence, including trauma, if you (or a household member) were to stay in the unit, or the sexual assault occurred on the premises and you request an emergency transfer within 90 days (including holidays and weekend days) of when that assault occurred.

You can request an emergency transfer even if you are not lease compliant, for example if you owe rent. If you request an emergency transfer, your request, the information you provided to make the request, and your new unit's location must be kept strictly confidential by the covered housing provider. The covered housing provider is required to maintain a VAWA emergency transfer plan and make it available to you upon request. To request an emergency transfer or to read the covered housing provider's VAWA emergency transfer plan, contact the **Albert Lea Housing and Redevelopment Authority (ALHRA)-800 4th Ave South, Albert Lea, MN 56007, 507-377-4375**. The VAWA emergency transfer plan includes information about what the covered housing provider does to make sure your address and other relevant information are not disclosed to your perpetrator.

Can the perpetrator be evicted or removed from my lease? Depending on your specific situation, your covered housing provider may be able to divide the lease to evict just the perpetrator. This is called "lease bifurcation."

What happens if the lease bifurcation ends up removing the perpetrator who was the only tenant who qualified for the housing or assistance? In this situation, the covered housing provider must provide you and other remaining household members an opportunity to establish eligibility or to find other housing. If you cannot or don't want to establish eligibility, then the covered housing provider must give you a reasonable time to move or establish eligibility for another covered housing program. This amount of time varies, depending on the covered housing program involved. The table below shows the reasonable time provided under each covered housing programs with HUD. Timeframes for covered housing programs operated by other agencies are determined by those agencies.

Covered Housing Program(s)	Reasonable Time for Remaining Household Members to Continue to Receive Assistance, Establish Eligibility, or Move.
HOME and Housing Trust Fund, Continuum of Care Program (except for permanent supportive housing), ESG program, Section 221(d)(3) Program, Section 221(d)(5) Program, Rural Housing Stability Assistance Program	Because these programs do not provide housing or assistance based on just one person's status or characteristics, the remaining tenant(s), or family member(s) in the CoC program, can keep receiving assistance or living in the assisted housing as applicable.
Permanent supportive housing funded by the Continuum of Care Program	The remaining household member(s) can receive rental assistance until expiration of the lease that is in effect when the qualifying member is evicted.
Housing Choice Voucher, Project-based Voucher, and Public Housing programs (for Special Purpose Vouchers (e.g., HUD-VASH, FUP, FYL, etc.), see also program specific guidance)	If the person removed was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing. For HUD-VASH, if the veteran is removed, the remaining family member(s) can keep receiving assistance or living in the assisted housing as applicable. If the veteran was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days to establish program eligibility or find alternative housing.
Section 202/811 PRAC and SPRAC	The remaining household member(s) must be given 90 calendar days from the date of the lease bifurcation or until the lease expires, whichever is first, to establish program eligibility or find alternative housing.
Section 202/8	The remaining household member(s) must be given 90 calendar days from the date of the lease bifurcation or when the lease expires, whichever is first, to establish program eligibility or find alternative housing. If the person removed was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.
Section 236 (including RAP); Project-based Section 8 and Mod Rehab/SRO	The remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.
HOPWA	The remaining household member(s) must be given no less than 90 calendar days, and not more than one year, from the date of the lease bifurcation to establish program eligibility or find alternative housing. The date is set by the HOPWA Grantee or Project Sponsor.

Are there any reasons that I can be evicted or lose assistance? VAWA does not prevent you from being evicted or losing assistance for a lease violation, program violation, or violation of other requirements that are not due to the VAWA violence/abuse committed against you or an affiliated person. However, a covered housing provider cannot be stricter with you than with other tenants, just because you or an affiliated person experienced VAWA abuse/violence. VAWA also will not prevent eviction, termination, or removal if other tenants or housing staff are shown to be in immediate, physical danger that could lead to serious bodily harm or death if you are not evicted or removed from assistance. **But only if no other action can be taken to reduce or eliminate the threat** should a covered housing provider evict you or end your assistance, if the VAWA abuse/violence happens to you or an affiliated person. A covered housing provider must provide a copy of the Notice of Occupancy Rights Under The Violence Against Women Act (Form HUD-5380) and the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5382) when you receive an eviction or termination notice and prior to termination of tenancy.

What do I need to document that I am a victim of VAWA abuse/violence? If you ask for VAWA protection, the covered housing provider may request documentation showing that you (or a household member) are a victim. BUT the covered housing provider must make this request in writing and must give you at least 14 business days (weekends and holidays do not count) to respond, and you are free to choose any one of the following:

1. A self-certification form (for example, Form HUD 5382), which the covered housing provider must give you along with this notice. Either you can fill out the form or someone else can complete it for you;
2. A statement from a victim/survivor service provider, attorney, mental health professional or medical professional who has helped you address incidents of VAWA violence/abuse. The professional must state “under penalty of perjury” that he/she/they believes that the incidents of VAWA violence/abuse are real and covered by VAWA. Both you and the professional must sign the statement;
3. A police, administrative, or court record (such as a protective order) that shows you (or a household member) were a victim of VAWA violence/abuse; OR
4. If allowed by your covered housing provider, any other statement or evidence provided by you.

It is your choice which documentation to provide and the covered housing provider must accept any one of the above as documentation. The covered housing provider is prohibited from seeking additional documentation of victim status or requiring more than one of these types of documentation, unless the covered housing provider receives conflicting information about the VAWA violence/abuse.

If you do not provide one of these types of documentation by the deadline, the covered housing provider does not have to provide the VAWA protections you requested. If the documentation received by the covered housing provider contains conflicting information about the VAWA violence/abuse, the covered housing provider may require you to provide additional documentation from the list above, but the covered housing provider must give you another 30 calendar days to do so.

Will my information be kept confidential? If you share information with a covered housing provider about why you need VAWA protections, the covered housing provider must keep the information you share strictly confidential. This information should be securely and separately kept from your other tenant files. No one who works for your covered housing provider will have access to this information, unless there is a reason that specifically calls for them to access this information, your covered housing provider explicitly authorizes their access for that reason, and that authorization is consistent with applicable law.

Your information **will not be disclosed** to anyone else or put in a database shared with anyone else, except in the following situations:

1. If you give the covered housing provider written permission to share the information for a limited time;
2. If the covered housing provider needs to use that information in an eviction proceeding or hearing; or
3. If other applicable law requires the covered housing provider to share the information.

How do other laws apply? VAWA does not limit the covered housing provider's duty to honor court orders about access to or control of the property, or civil protection orders issued to protect a victim of VAWA abuse/violence.

Additionally, VAWA does not limit the covered housing provider's duty to comply with a court order with respect to the distribution or possession of property among household members during a family break up. The covered housing provider must follow all applicable fair housing and civil rights requirements.

Can I request a reasonable accommodation? If you have a disability, your covered housing provider must provide reasonable accommodations to rules, policies, practices, or services that may be necessary to allow you to equally benefit from VAWA protections (for example, giving you more time to submit documents or assistance with filling out forms). You may request a reasonable accommodation at any time, even for the first time during an eviction. If a provider is denying a specific reasonable accommodation because it is not reasonable, your covered housing provider must first engage in the interactive process with you to identify possible alternative accommodations. To request a reasonable accommodation, please contact the **Albert Lea Housing and Redevelopment Authority (ALHRA)-800 4th Ave South, Albert Lea, MN 56007, 507-377-4375**. Your covered housing provider must also ensure effective communication with individuals with disabilities.

Have your protections under VAWA been denied? If you believe that the covered housing provider has violated these rights, you may seek help by contacting the **U.S. Department of Housing and Urban Development, Minneapolis Field office at 612-370-3000**. You can also find additional information on filing VAWA complaints at <https://www.hud.gov/VAWA> and https://www.hud.gov/program_offices/fair_housing_equal_opp/VAWA. To file a VAWA complaint, visit <https://www.hud.gov/fairhousing/fileacomplaint>.

Need further help?

- For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>.
- To talk with a housing advocate,
- Freeborn County Crime Victims Crisis Center (CVCC). Although CVCC is part of the Department of Human Services, it is located in the Government Center. Please call **507-377-5460** during regular business hours to speak with a staff advocate. 24-hour crisis line can be reached by calling **507-377-5460**. If there is a life-threatening emergency, please call **911**.
- National Domestic Violence Hotline 24/7 (800) 799-7233.
- *Notice 504B.321 subd. 1a(a): You have the right to seek legal help. If you can't afford a lawyer, free legal help may be available. Contact Legal Aid or visit www.LawHelpMN.org to know your rights and find your local Legal Aid office. To apply for financial help, contact your local county or Tribal social services office, apply online at MNBenefits.mn.gov or call the United Way toll-free information line by dialing 2-1-1 or 800-543-7709.*

Public reporting burden for this collection of information is estimated to range from 45 to 90 minutes per each covered housing provider's response, depending on the program. This includes time to print and distribute the form. Comments concerning the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Washington, D.C. 20410. This notice is required for covered housing programs under section 41411 of VAWA and 24 CFR 5.2003. Covered housing providers must give this notice to applicants and tenants to inform them of the VAWA protections as specified in section 41411(d)(2). This is a model notice, and no information is being collected. A Federal agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

Confidentiality Note: Any personal information you share in this form will be maintained by your covered housing provider according to the confidentiality provisions below.

Purpose of Form: If you are a tenant or applicant for housing assisted under a covered housing program, or if you are applying for or receiving transitional housing or rental assistance under a covered housing program, and ask for protection under the Violence Against Women Act ("VAWA"), you may use this form to comply with a covered housing provider's request for written documentation of your status as a "victim". This form is accompanied by a "Notice of Occupancy Rights Under the Violence Against Women Act," Form HUD-5380.

VAWA protects individuals and families regardless of a victim's age, sex, or marital status.

You are not expected **and cannot be asked or required** to claim, document, or prove victim status or VAWA violence/abuse other than as stated in "Notice of Occupancy Rights Under the Violence Against Women Act," Form HUD-5380.

This form is **one of your available options** for responding to a covered housing provider's written request for documentation of victim status or the incident(s) of VAWA violence/abuse. If you choose, you may submit one of the types of third-party documentation described in Form HUD-5380, in the section titled, "What do I need to document that I am a victim?" Your covered housing provider must give you at least 14 business days (weekends and holidays do not count) to respond to their written request for this documentation.

Will my information be kept confidential? Whenever you ask for or about VAWA protections, your covered housing provider must keep any information you provide about the VAWA violence/abuse or the fact you (or a household member) are a victim, including the information on this form, strictly confidential. This information should be securely and separately kept from your other tenant files. This information can only be accessed by an employee/agent of your covered housing provider if (1) access is required for a specific reason, (2) your covered housing provider explicitly authorizes that person's access for that reason, **and** (3) the authorization complies with applicable law. This information will not be given to anyone else or put in a database shared with anyone else, unless your covered housing provider (1) gets your written permission to do so for a limited time, (2) is required to do so as part of an eviction or termination hearing, **or** (3) is required to do so by law.

In addition, your covered housing provider must keep your address strictly confidential to ensure that it is not disclosed to a person who committed or threatened to commit VAWA violence/abuse against you (or a household member).

What if I require this information in a language other than English? To read this in Spanish or another language, please contact the Albert Lea Housing and Redevelopment Authority-800 4th Ave South, Albert Lea, MN 56007, 507-377-4375. You can read translated VAWA forms at https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a#4. If you speak or read in a language other than English, your covered housing provider must give you language assistance regarding your VAWA protections (for example, oral interpretation and/or written translation).

Can I request a reasonable accommodation? If you have a disability, your covered housing provider must provide reasonable accommodations to rules, policies, practices, or services that may be necessary to allow you to equally benefit from VAWA protections (for example, giving you more time to submit documents or assistance with filling out forms). You may request a reasonable accommodation at any time, even for the first time during an eviction. If a provider is denying a specific reasonable accommodation because it is not reasonable, your covered housing provider must first engage in the interactive process with you to identify possible alternative accommodations. Your covered housing provider must also ensure effective communication with individuals with disabilities.

Need further help? For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>. To speak with a housing advocate, contact

- Freeborn County Crime Victims Crisis Center (CVCC). Although CVCC is part of the Department of Human Services, it is located in the Government Center. Please call **507-377-5460** during regular business hours to speak with a staff advocate. 24-hour crisis line can be reached by calling **507-377-5460**. If there is a life-threatening emergency, please call **911**.
- National Domestic Violence Hotline 24/7 (800) 799-7233.
- *Notice 504B.321 subd. 1a(a): You have the right to seek legal help. If you can't afford a lawyer, free legal help may be available. Contact Legal Aid or visit www.LawHelpMN.org to know your rights and find your local Legal Aid office. To apply for financial help, contact your local county or Tribal social services office, apply online at MNBenefits.mn.gov or call the United Way toll-free information line by dialing 2-1-1 or 800-543-7709.*

TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

1. Name(s) of victim(s): _____
2. Your name (if different from victim's): _____
3. Name(s) of other member(s) of the household: _____

4. Name of the perpetrator (if known and can be safely disclosed): _____

5. What is the safest and most secure way to contact you? (You may choose more than one.)

If any contact information changes or is no longer a safe contact method, notify your covered housing provider.

☐ Phone Phone Number: _____

Safe to receive a voicemail: ☐ Yes ☐ No

☐ E-mail E-mail Address: _____

Safe to receive an email: ☐ Yes ☐ No

☐ Mail Mailing Address: _____

Safe to receive mail from your housing provider: ☐ Yes ☐ No

☐ Other Please List: _____

6. Anything else your housing provider should know to safely communicate with you?

Applicable definitions of domestic violence, dating violence, sexual assault, or stalking:

Domestic violence includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who lives with or has lived with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

Spouse or intimate partner of the victim includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

Dating violence means violence committed by a person:

- (1) Who is or has been in a social relationship of a romantic or intimate nature with the victim; **and**
- (2) Where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) The length of the relationship; (ii) The type of relationship; and (iii) The frequency of interaction between the persons involved in the relationship.

Sexual assault means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent.

Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

- (1) Fear for the person's individual safety or the safety of others **or**
- (2) Suffer substantial emotional distress.

Certification of Applicant or Tenant: By signing below, I am certifying that the information provided on this form is true and correct to the best of my knowledge and recollection, and that one or more members of my household is or has been a victim of domestic violence, dating violence, sexual assault, or stalking as described in the applicable definitions above.

Signature	Date
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Public Reporting Burden for this collection of information is estimated to average 20 minutes per response. This includes the time for collecting, reviewing, and reporting. Comments concerning the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Washington, DC 20410. Housing providers in programs covered by VAWA may request certification that the applicant or tenant is a victim of VAWA violence/abuse. A Federal agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.

Need further help? For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>. To speak with a housing advocate, contact

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If any contact information changes or is no longer a safe contact method, notify your covered housing provider.

- ☐ Phone Phone Number: _____
- Safe to receive a voicemail: ☐ Yes ☐ No
- ☐ E-mail E-mail Address: _____
- Safe to receive an email: ☐ Yes ☐ No
- ☐ Mail Mailing Address: _____
- Safe to receive mail from your housing provider: ☐ Yes ☐ No
- ☐ Other Please List: _____

6. Anything else your housing provider should know to safely communicate with you?

CERTIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

Confidentiality Note: Any personal information you share in this form will be maintained by your covered housing provider according to the confidentiality provisions below.

Purpose of Form: If you are a tenant of or applicant for housing assisted under a covered housing program, or if you are applying for or receiving transitional housing or rental assistance under a covered housing program, and ask for protection under the Violence Against Women Act ("VAWA"), you may use this form to comply with a covered housing provider's request for written documentation of your status as a "victim". This form is accompanied by a "Notice of Occupancy Rights Under the Violence Against Women Act," Form HUD-5380.

VAWA protects individuals and families regardless of a victim's age, sex, or marital status.

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ALHRA HOUSE RULES

- A. The family agrees to keep the dwelling unit and any other areas assigned for the family's exclusive use in a clean and sanitary condition. The family shall not store, park, or keep any household or other property outside the dwelling unit. The family shall report immediately to the Albert Lea Housing & Redevelopment Authority (ALHRA) any accident, injury, damage loss or need of service or repairs to water or gas pipes, electric wiring, drains, toilets, fixtures and any other property or equipment covered under this lease. This also includes all breakage, damage, or loss of any kind such as damage from overflow of water from sinks, bathtubs, toilets, or other basins. The family agrees not to flush any disposable wipes (including flushable wipes) down the toilet.
- B. The family agrees to remove and place all garbage and trash in proper containers at designated locations as prescribed by the ALHRA. The family agrees not to litter the grounds or common areas of the property this includes cigarette butts.
- C. Rent payments are due on the first day of each month. Rent payments may be made using a personal check, cashier's check, or money order. If a family fails to make the rent payment by the tenth of the month (or the first working day after if the 10th falls on a non-working day), an 8% late fee will be assessed and a notice to vacate will be issued to the family. In the event legal proceedings are required to recover possession of the premises, the family will be charged with the actual cost of such proceedings.
- D. If any repairs or adjustments are necessary, the family shall notify the ALHRA and shall make no repairs or adjustment, or affix anything to the dwelling unit inside or out without first obtaining the ALHRA's written consent. In the event permission is obtained and the alterations or additions are approved, they shall be considered permanently affixed to the property and shall remain on and in and be surrendered with the said leased premises at the termination of this lease unless otherwise provided in writing by the ALHRA.
- E. The family agrees to refrain from driving, repairing, or parking any vehicle on the lawn or sidewalks and will not park unregistered or non-operating vehicles on ALHRA property. Vehicles left in a non-operating condition for more than 48 consecutive hours may be deemed abandoned and may be towed at owner's expense. The ALHRA reserves the right to have any vehicle removed from the premises at the expense of the family for failure to comply with any applicable local or state regulations or ALHRA rules. The family also agrees to abide by the Resident Parking Policy. All vehicle fluid repair or replacement is prohibited on all ALHRA property. One vehicle per household is allowed in the Shady Oaks parking lot. Family and friends must park in the street.
- F. Vandalism must be reported immediately by the family to ALHRA and to the local law enforcement agency.
- G. The family agrees to wear proper clothing in the common areas of the building.

H. The family agrees that fireworks, B-B guns, slingshots, firearms, or any other propellant devices shall not be used on the premises. Firearms must not be loaded and may only be brought in and out of the building in a case or container.

I. Keeping an allowable pet (only) on the premises is permitted, however the family is required to abide by the Pet and Service Animal Policy included herein by reference; failure to comply with the policy is sufficient cause to terminate a dwelling lease. Service and companion animals are permitted in all buildings provided they have been approved by ALHRA.

J. The family agrees that he/she will not act or allow household members or guests to act in a manner that will disturb the rights or comfort of other families, neighbors, or the community.

K. The family agrees to refrain from permitting household members or guests of household members from playing on roofs or in trees and shrubbery.

L. The family agrees that he/she will only smoke in Designated Smoking Areas (DSA) on any ALHRA property and will not allow a guest or any other person under the residents control or invitation to smoke on ALHRA property. Violation of this rule is a lease violation and will result in disciplinary action including possible lease termination. HUD prohibits smoking within 25 feet of any ALHRA building.

M. Families agree open alcohol containers are only allowed in their apartments. Alcohol is not allowed in the common areas or on outside on ALHRA property.

N. The family must supply any information or certification requested by the ALHRA to verify that the family is living in the unit, or relating to family absence from the unit, including any ALHRA requested information or certification on the purposes of family absences. The family must cooperate with the ALHRA. The family must promptly notify ALHRA if they will be absent from the unit.

Absence means that no member of the family is residing in the unit. The family may be absent from the unit for up to 14 days without providing notice to ALHRA. The family must request permission from ALHRA for absences exceeding 14 days. The Albert Lea Housing & Redevelopment Authority will make a determination within 5 business days of the request. Most absences will be authorized for 30 days with exception being granted for exceptional circumstances. An authorized absence may not exceed 180 days and will generally only be allowed in cases of prolonged hospitalization. Any family absent for more than 14 days without authorization may be terminated from the program.

Authorized absences may include, but are not limited to:

1. Prolonged hospitalization- up to 180 days
2. Absences beyond the control of the family (i.e., death in the family, other family member illness) – generally no more than 30 days

3. Other absences that are deemed necessary by the Albert Lea Housing & Redevelopment Authority – case by case basis- generally 30 days

O. The family agrees to use all appliances, fixtures, and equipment in a safe manner and only for the purposes for which they are intended.

P. The family agrees to refrain from moving into the dwelling any furniture or furnishings which are not clean and free of insects.

Q. All personal property left on the premises upon termination of lease will be considered property abandoned by the family and may be disposed of by ALHRA in accordance with state and federal laws. All personal property removed from the premises by ALHRA at the time of physical eviction of the family for any cause will be considered abandoned by the family. Abandoned property will be stored in a reasonably secure place. A notice will be mailed to the family stating where the property is being stored and when it will be sold. If ALHRA does not have a new address, the notice will be mailed to the unit number so that it may be forwarded by the Post Office.

R. The family agrees that he/she will not allow any persons, other than those listed on the lease, to remain in the dwelling unit for a period longer than fourteen (14) days in a 12-month period without obtaining written approval from the ALHRA. The family must notify ALHRA the same day the guests or visitor arrive, and again notify ALHRA on the same day of departure.

S. The family agrees to take every care to prevent fires, not to keep gasoline, solvents or other flammable materials or substances in the dwelling unit, not to allow accumulation in dwelling and garage of newspapers, magazines, cardboard boxes, and other easily ignitable materials, and to exercise particular caution with respect to household members playing with matches. The family agrees not to burn candles or incense in the unit. The family agrees not to disable or remove batteries from any smoke detectors or Carbon Monoxide (CO) detectors except to replace the battery immediately with a new one, and to report any apparent smoke or CO detector malfunction to ALHRA immediately. If the family removes the battery from the smoke detector or CO detector, where applicable, damages the smoke or CO detector they are subject to eviction and must pay for the damages.

T. Any signs or evidence of cockroaches, bed bugs, vermin and other pests must be immediately reported to ALHRA. The family agrees to take necessary steps to eliminate and prevent pests from infesting their apartment.

U. The family's personal property is not insured by ALHRA or owner. Families are encouraged to purchase personal renter's insurance through their own insurance agent.

V. Any act or activity that will cause harm or danger to anyone will not be permitted.

Signature _____

Date _____

☒Smoke Free Policy (copy)

☒House Rules

☒Emergency Contact Form

☒Community Service & Self-Sufficiency Requirement (CSSR)

☒Reasonable Accommodation

☒Form HUD-5380 (Notice of Occupancy Rights under the Violence Against Women Act (VAWA))

☒Form HUD-5382 (Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking)

☒Other: _____

Other: _____