

## **HOUSE RULES MULTI FAMILY PROPERTY**

These guidelines and policies have been established as an easy reference for you in your new home. Each resident should, and furthermore, should ensure that other members of the household and guests follow these rules as a condition of occupancy.

It is and always has been the responsibility of the resident to comply with all conditions and terms of the Lease Agreement and House rules. The MULTI FAMILY PROPERTY is held to a high standard of responsiveness towards its resident population and makes great strides to create “*a better place to live*” for all resident families. Residents are encouraged to call the Administrative Office at 706-886-9455 or 800-596-1380 with any comments or concerns regarding the Lease or House Rules.

### **RENT AND RENT COLLECTION**

THE AUTHORITY AND RESIDENTS MUTUALLY AGREE AND UNDERSTAND THE FOLLOWING:

- The Multifamily Lease, Form HUD-90105a, is a HUD approved model lease and cannot be changed or altered in any way.
- Rental charges are determined by Federal Law.
- **RENT IS DUE ON OR BEFORE THE FIRST DAY OF EACH MONTH** and shall be paid in compliance with Section 3 of your lease.
  - An outside secure drop-box is provided at the administrative office in Toccoa, GA. for after-hours payments or correspondence.
  - **No cash will be accepted. We strongly encourage the use of ACH.**
  - Do not put cash in the drop-box. Personal Checks or money orders only should be left in the drop box.
  - Checks, money orders or cashier’s checks for rent payments may be made at South State Bank, \_\_\_\_\_, \_\_\_\_\_, GA or in person at the administrative office in Toccoa, GA.
  - No partial payments will be accepted.
- Changes in rent and notice procedures will be made in accordance with the lease agreement.
- Failure to make payments due under the lease is a serious violation of material terms of the lease.
- Repeated late rent payments of more than three (3) times within a 12 month period shall result in lease termination and dispossession actions.
- Warrants will be filed on the 21<sup>st</sup> day of each month, in the event that past due balances have not been paid. Eviction procedures will be according to the guidelines of the applicable locality.
- Every legal effort will be made to collect accounts due from tenants in possession as well as vacated tenant’s accounts.
- Please refer to the Acceptance of Rent Policy for more details on rent, rent collection, and dispossession actions with the Magistrate Court.
- A resident whose account may require court action for collection of other lease violations will not be considered for re-occupancy for five years from the date of vacancy.

### **CODE OF CONDUCT AND BARRING GUIDELINES**

The Philosophy of Assisted Housing from its beginning was to maintain the premises and neighborhoods in a safe, decent, and sanitary condition.

The MULTI FAMILY PROPERTY has prepared a guideline on the Code of Conduct for residents and their visitors and guests. Residents are made aware that guests/visitors are their responsibility and violations of the Code of Conduct may result in disciplinary action including barring and/or arrest of the guest/visitor and/or eviction and/or arrest of the Tenant.

## Code of Conduct for Residents and their Visitors/Guests and Barring guidelines

### 1. Visitors

Visitors to all MULTI FAMILY PROPERTY communities are warmly welcome; however, the lease signed by each adult resident makes them responsible for the conduct of their guests.

Visitors are expected to act in an appropriate manner at all times and should limit their visit to the resident's apartment and yard. Loitering and disturbing the residents of the MULTI FAMILY PROPERTY complex will not be allowed. Visitors should obey the "No Loitering" signs posted throughout the communities and refrain from creating a disturbance.

Visitors and residents are expected to abide by all the laws which govern the conduct of any other citizen of *insert city*, Georgia. A violation of any such law or ordinance will be a violation of this policy. Some of the more obvious examples would be trespass and criminal damage to property. Other examples include but are not limited to:

#### A. Drug/Alcohol Violation

- The sale, use, possession, or distribution of illegal drugs or sale of alcoholic beverages on MULTI FAMILY PROPERTY is prohibited.
- Possession of alcoholic beverages in an open container outside the residence, in a parking lot, street, or other common area is prohibited. Conduct in violation of the City of \_\_\_\_\_ open container ordinance is also a violation of this policy.
- Methamphetamine; Residents or non-residents who through a "preponderance of evidence" indicate they are involved in the manufacture, use or distribution of methamphetamine shall receive a lifetime ban from MULTI FAMILY PROPERTY.

#### B. Interference and Intimidation.

Interference with and intimidation of MULTI FAMILY PROPERTY staff or any law enforcement officers is prohibited.

#### C. Threats of Harm and Profanity

Threats of harm or use of profanity towards MULTI FAMILY PROPERTY staff or law enforcement officers is prohibited.

#### D. Loitering/Trespassing

Loitering or any conduct that constitutes loitering or prowling under the laws of this City and State is prohibited. Entry into an area which is not open to the public at the time of entry is prohibited.

#### E. Gambling

Any activity which constitutes the offense of gambling under the laws of the State of Georgia is prohibited.

#### F. Refusal to Identify Self

Refusal to present sufficient identification to verify one's identity to MULTI FAMILY PROPERTY staff or any law enforcement officer is prohibited.

#### G. Loud Music

Playing loud music on MULTI FAMILY PROPERTY or any activity that would constitute a violation of the City of \_\_\_\_\_ Noise Ordinance is prohibited. This property has "**quiet time**" from 10:00 P.M. until 10:00 A.M. in All developments.

#### H. Fraud in Obtaining Housing Assistance

Residents or applicants are prohibited from fraudulently obtaining or attempting to obtain rental assistance or a reduction in rent and includes any person who assists another in violation of this law. Any visitor who is determined to be "staying" with or an "unauthorized guest" of a resident is a violation of a tenant's lease and will be barred and/or prosecuted.

I. Other Illegal Activities

The above list of examples is for illustrative purposes only and is not all inclusive. Any conduct that is offensive under the laws pertaining to the other residents of the City of \_\_\_\_\_ shall also be a violation of this policy and subject the offender to disciplinary action and/or arrest.

II **Barring**

Non-residents who violate any of the prohibited acts or laws of the State of Georgia while on MULTI FAMILY PROPERTY are subject to being barred for 90 days, one year, two years, five years or ten years depending on the circumstances and severity of the infraction. If the offender has been sufficiently identified and an address is available, a written notice will be mailed to that address. However, the efforts of the MULTI FAMILY PROPERTY to provide written notice shall not invalidate an oral notice which shall have the same force and effects as a written notice, if properly served.

III **Appeal Conferences**

Non-residents who are barred from MULTI FAMILY PROPERTY will be provided an opportunity for an appeal conference to discuss the measures taken against the individual. Any request for an appeal conference must be filed in writing at the MULTI FAMILY PROPERTY Administrative Office, 437 S. Pond St and/or P.O. Drawer J, Toccoa GA 30577 within ten (10) days of being barred.

IV **Entry Conferences**

Non-residents who have been barred from MULTI FAMILY PROPERTY must call 706-886-9455 or 800-596-1380 to schedule a conference with the Director of Housing Management and, when necessary, a representative of the \_\_\_\_\_ Police Department before he/she will be allowed to visit the property from which he/she was barred.

**UTILITIES**

- All utilities must be put in the head of household's name before moving into the apartment. A copy of the receipt for utility deposits must be given to management before residents will be given keys to the apartment.
- Failure to maintain uninterrupted continuous utility service will be a lease violation. Pre-pay or Pay As You Go utility service will not be allowed.
- Promptly pay any utility bills for utilities supplied to tenant by a direct connection to the utility company, to avoid disconnection of utility service for such utilities.
- Three disconnects within a twelve (12) month period will result in eviction.
- Failure to promptly report needed repairs to plumbing, electrical fixtures, appliances or heating and air conditioning equipment could result in resident's responsibility for increased cost of use or repairs.
- The water on this property is for resident's residential use only. Water cannot be used for business purposes or for washing cars and/or filling up water containers, or any other purpose other than drinking and normal household use for the residents' family only. Residents are not allowed to use water for any other unauthorized purposes.

**ABSENCES/ABANDONMENT**

- If a family is absent from the unit for more than 60 consecutive days, and the family does not adequately verify that they are living in the unit; MULTI FAMILY PROPERTY will terminate the lease for other good cause.
- If the family appears to have vacated the unit without giving proper notice, MULTI FAMILY PROPERTY will follow state and local landlord-tenant law pertaining to abandonment before taking possession of the unit. If necessary, MULTI FAMILY PROPERTY will secure the unit immediately to prevent vandalism and other criminal activity.
- If a member of the household is incarcerated for any causes, (that would not violate the terms of their lease), exceeding 30 days, that member will be considered permanently absent and MULTI FAMILY PROPERTY shall not permit the household member to remain on the lease as a resident. A remaining adult member of the household may remove the individual from the lease. If the individual is not removed from the household, the lease shall be terminated for the entire household.

## **GUEST, BOARDERS AND LODGERS**

- The apartment shall be occupied only by persons named on the resident's lease. Residents are responsible for their guest's behavior while on the premises.
- Not to sublease the dwelling unit
- No guest will be permitted to visit overnight or remain overnight on a regular or irregular basis for more than fourteen (14) cumulative nights within any twelve (12) month period. Tenant may make written request, in advance, for an extension of time, or for repeated visits for the same individual, and after considering the merits of the case, Management will advise Tenant in writing of its decision. The decision of Management in this regard shall be final.
- Persons not listed on the lease that give MULTI FAMILY PROPERTY address as their own to any entity will be considered as an unauthorized border or lodger and tenant may receive a notice of termination for unauthorized guest.
- No barred persons will be allowed into the apartment or on the premises at any time unless prior approval from management is received in writing.

## **LIVE-IN AIDE**

*Live-in aide* means a person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who: (1) is determined to be essential to the care and well-being of the persons, (2) is not obligated for the support of the persons, and (3) would not be living in the unit except to provide the necessary supportive services [24 CFR 5.403].

MULTI FAMILY PROPERTY must approve a live-in aide if needed as a reasonable accommodation in accordance with 24 CFR 8, to make the program accessible to and usable by a family member with disabilities.

A live-in aide is a member of the household, not the family, and the income of the aide is not considered in income calculations [24 CFR 5.609(c)(5)]. Relatives may be approved as live-in aides if they meet all of the criteria defining a live-in aide. However, a relative who serves as a live-in aide is not considered a family member and would not be considered a remaining member of a tenant family.

### MULTI FAMILY PROPERTY Policy

A family's request for a live-in aide must be made in writing. Written verification will be required from a reliable, knowledgeable professional of the family's choosing, such as a doctor, social worker, or case worker, that the live-in aide is essential for the care and well-being of the elderly, near-elderly, or disabled family member.

In addition, the family and live-in aide will be required to submit a certification stating that the live-in aide is (1) not obligated for the support of the person(s) needing the care, and (2) would not be living in the unit except to provide the necessary supportive services.

MULTI FAMILY PROPERTY will not approve a particular person as a live-in aide, and may withdraw such approval if [24 CFR 966.4(d)(3)(i)]:

The person commits fraud, bribery or any other corrupt or criminal act in connection with any federal housing program;

The person has a history of drug-related criminal activity or violent criminal activity; or

The person currently owes rent or other amounts to the MULTI FAMILY PROPERTY or to another HA or entity in connection with Section 8 or public housing assistance under the 1937 Act.

Within 10 business days of receiving a request for a live-in aide, including all required documentation related to the request, MULTI FAMILY PROPERTY will notify the family of its decision in writing.

## **SCHEDULE OF CHARGES TO TENANTS**

Our Board of Directors has established a schedule of charges to tenants in order to maintain reasonableness in the charges assessed against residents for damages and other authorized charges. This Schedule will be posted in the lobby of the Toccoa (or Site) office at 437 S. Pond St, Toccoa, GA and is Attachment # 10 of your lease.

## **GRASS AND SHRUBBERY**

Repairs as a result of damage to shrubbery, grass and grounds are very costly. Residents should take special precautions to protect the shrubbery, grass, and grounds. Residents are not allowed to pull any vehicles onto the grass at any time, while moving in or out, or at any time during their residency.

The Resident will be responsible for maintaining the area in front and back of their apartment. This includes removing all litter and trash. Any removal of litter or trash from your yard by MULTI FAMILY PROPERTY personnel will result in a charge to the resident. Please refer to the Lawn Care Policy for more resident responsibilities.

## **WATERBEDS AND STANDARD BEDDING**

- Residents may not have or keep waterbeds in the apartment.
- All mattresses and bedding must be off the floor and on a bed frame or bed rails.

## **LOCKOUT & KEYS**

- If a resident is locked out of the home after office hours, the applicable charges will be in accordance with our approved "Schedule of Charges to Tenants: which is posted in the Toccoa (or Site) office and is Attachment # 10 of your lease.

## **VEHICLES**

### **• VEHICLE REPAIRS**

There shall be no maintenance or repairs performed on any vehicle on the premises. This includes, but not limited to, jacking up a vehicle, changing oil or any other fluids, changing brakes or any other work of a maintenance nature. Changing a tire is authorized only if the owner or responsible adult is attending the vehicle at all times. No flammables, tires, rims or spare mechanical parts shall be stored on the property.

### **• VEHICLE PARKING**

Resident agrees to abide by the parking regulations established by management.

- a. General Population: There are no assigned standard parking spaces as general parking is first come, first serve.
- b. Handicap Parking: The reserved designated spaces are to be occupied only by vehicles displaying the proper handicap vehicle identification. Other vehicles will be ticketed and towed at the owner's expense. Any assigned handicap spaces will be clearly marked with signage.
- c. Motorcycles must be parked in a single parking bay, not on the porch, grass, or sidewalk.
- d. Non-operational vehicles are not permitted on premises. Any such vehicle may be removed by management at the expense of the resident or owner.
- e. All vehicles must be in running condition, have inflated tires and current license plates. No vulgar or offensive stickers, tags, or other displays shall be allowed on any vehicle.
- f. No ball play is allowed in any parking spaces.
- g. MULTI FAMILY PROPERTY shall not be liable or responsible for any damage to a vehicle unless the damage was caused by an employee or legal agent of MULTI FAMILY PROPERTY.
- h. Please read the Parking Procedures Policy for more information.

### **• Gas and/or Battery Powered Recreational Vehicles**

Some motorcycles, 4-wheelers, golf carts and other ATV's are restricted by city law. No gas or battery powered recreational vehicles of **any kind** shall be driven or stored on MULTI FAMILY PROPERTY. Illegal use of the vehicles can damage the grass and create a nuisance to others.

## **AIR CONDITIONER UNITS**

- It is imperative that nothing is placed on top or around the units because this will reduce the air flow which could cause damage to the air handling unit. These units are not to be tampered with by any resident and are only to be maintained by the MULTI FAMILY PROPERTY.

## COOKING GRILLS

Outside grilling is enjoyable; however, misuse can be very unsafe and can damage the building or grass if not handled with care and caution. Misuse of gas or charcoal grills is considered a fire hazard.

- Storage of all outside grills shall be limited to the back porch area of the apartment.
- The gas tank should remain in the grill at all times and NOT stored separate, on the porch or inside the apartment.
- When in use, gas or charcoal grills may be used in the rear or front yard only and at least five (5) feet away from the building and more than twenty-five (25) from vehicles. DO NOT use the grill on the porch as this will melt, stain, and damage the vinyl overhead and is considered a fire hazard.
- Allow the charcoal ashes to cool and then place them in a container to be disposed of. DO NOT dispose of used charcoal ashes in the yards, ground, or bordering woods.
- If a resident displays repeated violations of fire safety, their right to own and keep a grill on the premises will be terminated.

## GAS METERS

For the safety and security of our residents and convenience of the gas provider, nothing should be placed or stored on or within three (3) feet of your gas meter. The distance from gas grills is ten (10) feet. If any item is left on or near a gas meter unattended, the maintenance staff will consider this a safety hazard to the neighborhood and the items will be removed and discarded.

## FUEL STORAGE

MULTI FAMILY PROPERTY maintains the grounds, therefore, there is no reason for a resident to keep or store any type of fuel, other than grill gas. Tenant will take reasonable precautions to prevent fires and to refrain from storing or keeping highly volatile or flammable materials upon the premises.

- Tenants are not allowed to store any type of combustible fuel on the property for any reason. Gas cans or other fuel containers left unattended are considered a fire hazard and will be removed and discarded.
- Tenants will pay the amount determined by Management to be charged to any tenant for damages caused by any fire of which the local fire department provides a written statement that the probable cause of such fire was due to the negligence or fault of tenant, tenant's guest, or other occupants of the premises. Management shall not be liable to any tenant, household member or guest(s) or any others for any loss, destruction, theft, or damages to person(s) or personal property resulting from fire of any origin or cause, unless due to the intentional or negligent act of Management or its agents or representatives. Upon the occurrence of a second tenant caused fire in any apartment (whether or not the same apartment), Management shall consider this as a serious lease violation and may immediately terminate the lease. Also if the fire department personnel give a written opinion that any fire is the result of arson by any tenant or guest, Management shall consider this a serious violation and may immediately terminate the lease.

## NOISE

- Please be considerate of neighbors and refrain from playing music or televisions too loudly at any time. This includes any excessive noise from any persons on the property.
- This property has **quiet hours from 10:00 p.m. until 10:00a.m.** This means during these hours, everything quiets down.

## MAINTENANCE SERVICE REQUESTS AND WORK ORDERS

- If residents need routine maintenance work, please contact the maintenance office during normal office hours, Monday through Thursday, 7:30a.m. until 6p.m. @ 1-706-886-7326 or 1-800-752-8546.
- After hours **EMERGENCY** service can be obtained by calling the maintenance office. Leave your name, a brief description of the request and a call back telephone number. If the maintenance personnel determine you have a **TRUE EMERGENCY**, (which is defined below), they will return your call. If you do not receive a return call you must contact the maintenance office during office hours with your request for work.

- Maintenance will **not** come out after hours unless the request is a **TRUE EMERGENCY** that endangers life, health, safety, or damage to property.

### **PLUMBING/SINKS**

- Do not pour or put fats, oils, and grease down the drains as this will clog and stop up the drain causing damage and repairs that may be charged back to the resident.

### **CURBSIDE SERVICE**

- Furniture which is not being used or any other household item that cannot go in the garbage must be placed on the curb on Wednesday after 6:00 pm, so that it can be picked up and carried to the landfill on Thursday. If furniture or any other item is placed on the curb any day other than Wednesday after 6:00 pm, it will be picked up and you will be charged a landfill fee.

### **FOOD SCRAPS**

The MULTI FAMILY PROPERTY spends a great deal of money, time, and effort to keep the grounds in good condition. When food scraps, oils, or grease is thrown out it does damage in several ways:

- Food, oil, or grease will not only kill the grass, it will contaminate the soil which will prevent grass from growing there in the future. The contaminated soil then has to be removed, new fresh soil put back in and new grass put back in place. The cost can run into the hundreds of dollars.
- This practice attracts unwanted dogs, cats, rats, raccoons, skunks, and other animals. Stray dogs, feral (wild) cats and other wild animals are very dangerous and unpredictable. Studies show that once you feed wild animals, the likelihood of an attack is increased.
- This practice also attracts roaches, ants, spiders, and other insect pests that can enter your home. When a resident throws old food on the ground, they make our pest control eradication goals almost impossible to achieve.
- Old food items should go into your garbage bag. Old cooking grease and oils should be left to cool, then placed in a glass jar with a secure lid and placed in your garbage bag, and then placed in your garbage cart. **DO NOT** put old food, grease, or oil in the trash canister unless it is secured.

### **FRONT AND REAR PORCHES/SIDEWALKS**

- Porches should be well organized and neat. They should not have the appearance of trashy or unsightly.
- As a general rule of thumb, if a piece of furniture is designed to be “outside furniture”, it can be placed on the porch. However, if the furniture is obviously designed as an inside piece, then it should not go on the porch. Tires, sofas, upholstered or other household furniture shall not be kept on the porch.
- No weight benches or other work out equipment shall be left on the porch.
- No tapes or adhesives shall be used on the brick or any exterior surfaces, handrails, windows, or doors. Tapes will cause a sticky residue that leaves the surface dirt and is hard to remove.
- Steps (front and rear) should be clean and free of hazards.
- Sidewalks should be clean and free of hazards.

### **PERSONAL PROPERTY**

- All personal property placed in the apartment, or any other place appurtenant thereto, shall be at Tenant’s sole risk and Management shall not be liable to any Tenant, guest(s), or any other for any damage, loss, theft or destruction thereof unless caused by the negligence or intentional acts of Management. Tenant is urged to obtain insurance on personal property as Management’s insurance does not cover personal losses.

### **WEAPONS**

- No tenant, household members, or guest(s) will display, use, or possess any illegal firearms (operable or inoperable) or other illegal weapons as defined by the laws and courts of the State of Georgia anywhere on MULTI FAMILY PROPERTY . This shall not interfere with the tenant’s lawful right to possess a legal firearm within the confines of tenant’s dwelling unit. Tenants who have a Georgia firearm license, or who use firearms for sporting events, target practice, hunting, or

any other lawful purpose may carry their firearm directly to and from their apartment and vehicle provided that they carry the gun unloaded in a carrying case or disassembled, and in a non-threatening manner. Violations of the paragraph shall constitute a serious violation of the lease and shall be a threat to the health and safety of other tenants and Management staff.

### **OUTDOOR PLAY EQUIPMENT**

While some outside play equipment may be authorized, others are not.

- Some examples of play equipment that are NOT authorized are wading pools, trampolines, horseshoe posts, swing sets and sandboxes. Each of these would cause damage to the property and pose certain health risks to our residents.
- Portable basketball goals should be placed on your sidewalk and should not be placed in the parking area or on the grass. Do not use tires as weights. Goals must be secured to prevent damage to any person or personal property.
- Bicycles, tricycles, and riding toys are not to be left outside when not in use. They are to be stored inside the unit. Any of these items left unattended are subject to removal by the maintenance department.

### **SEWAGE LINES AND TOILETS**

- **Only flush “bodily fluids/waste” and tissue paper down the toilet.** Even if an item states on its packaging that it is “flushable”, please DO NOT flush it.
- Examples of some non-dissolvable items that cannot and should not be flushed down the toilet(s) are the following:
  - a. Diapers
  - b. Baby Wipes
  - c. Sanitary Napkins/Pads/Tampons
  - d. Condoms
  - e. Paper towels
  - f. Paper of any kind other than toilet paper
  - g. Cotton balls
  - h. Toys
  - i. Cooking Fats, oils, grease, or food items
  - j. Clorox wipes, Swiffer wipes, mop pads, or any cleaning pads or cloths
- **Failure to comply with this rule will result in maintenance charges as well as eviction for repeated or severe violations.**

### **SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS**

- Management will maintain an operational smoke and carbon monoxide detector in every apartment.
- It is against the law and a serious violation of the lease as well as a safety hazard to tamper with, remove, remove the battery, disarm or otherwise disturb any fire detector, smoke detector or carbon monoxide detector. Violation of this provision is punishable by law and may result in immediate eviction.

### **SMOKE FREE AREAS**

All Administrative offices, Common areas, and Maintenance areas are NON SMOKING AREAS.

Smoking is prohibited inside and within ten (10) feet of any MULTI FAMILY PROPERTY vehicle.

Absolutely no tenant or guest will be allowed to smoke inside or outside of a unit at any time whatsoever while on medical oxygen. If a tenant or guest must smoke, they will have to do so in the parking lot. This is a very serious and extremely dangerous fire and health hazard. The first offense will result in an official warning. The second offense will result in termination of the lease.

### **PEST CONTROL AND EXTERMINATION**

The MULTI FAMILY PROPERTY will make efforts to provide a healthy and pest-free environment for its residents. The Administration will determine which, if any, pests infest its properties and will then provide the best possible treatment for the eradication of those pests.

The MULTI FAMILY PROPERTY has adopted a separate Bed Bug Policy for a case of bed bug infestation. Bed bug infestations call for specific and sometimes repeated treatments for eradication. Therefore, the preparation for treatments, instructions and guidelines for



management and residents are specific and unique. For all bed bug issues please refer to the Bed Bug Policy which is Attachment No. 4 of your Lease.

Resident cooperation with the extermination plan is essential. Residents will be given information about the extermination program at the time of move-in. Residents will be given instructions that describe how to prepare the unit for treatment.

Procedures are as follows:

1. At the present time the MULTI FAMILY PROPERTY has contracted with an outside pest control company for the control of cockroaches and termites. Special attention shall be paid to cockroaches which can cause a health hazard. Special attention will also be paid to termites which can cause structural damage if left untreated. Residents should purchase their own spray for silverfish, spiders, sugar ants, fleas, and other pest that cause a minor inconvenience but not necessarily a health hazard. The contractor will agree to begin with an analysis of the current condition of each property. The Maintenance Manger shall make sure that an adequate schedule for the treatment is developed to address any existing infestation. The schedule will include frequency and locations of treatment.
2. Residents will be instructed upon residency to notify the Maintenance Department immediately by telephone, fax, email, or in person, should they see evidence of pests in their dwelling unit.
3. The contractor will agree to treat the units of those residents with pest control issues as determined by MULTI FAMILY PROPERTY.
4. Each resident will have signed upon initial residency a form authorizing entrance into their apartment for the purpose of pest control. A copy of that signed form will be kept in the residents' file.

### **PHONE AND CABLE JACKS**

- No additional phone or cable jacks are to be installed in the apartment. Radio or Television antennas shall not be installed on the roof or exterior of the buildings.

### **SATELLITE DISH/OVER-THE-AIR RECEPTION DEVICES**

- No dish style reception device shall be installed without prior approval from the Administrative office as noted in the Over-the Air Reception Devices Policy – Attachment No. 14 of your lease.

### **PET POLICY AND PET CARE**

- Only pets registered with MULTI FAMILY PROPERTY e are allowed on MULTI FAMILY PROPERTY. Rules and care for pets are defined in Attachment No. 5 – Pet Policy of your lease.

### **PET DEPOSIT**

- Residents who own or keep a pet in their unit must pay a refundable pet deposit. The pet deposit fee shall be \$300. The Resident may opt to pay an initial installment of \$100.00 when the pet is brought into the unit, and subsequent monthly payments of \$100.00 per month until the entire amount is paid in full.

### **EXCLUSIONS TO THE PET POLICY**

- (4350.3 REV-1, pg. 6-23) MULTI FAMILY PROPERTY must not enforce or apply any pet rules to assistance/service animals. However, this prohibition does not preclude MULTI FAMILY PROPERTY from enforcing state and local health and safety laws if they apply, nor does it preclude MULTI FAMILY PROPERTY from requiring that the tenant with a disability who uses an assistance/service animal be responsible for the care and maintenance of the animal, including the proper disposal of the assistance/service animal's waste.
- It is reasonable to ask that the assistance animal not be allowed to run free throughout the neighborhood and should always be on a leash with the owner or responsible adult when outside the apartment.

- A reasonable accommodation form must be completed and the assistance/service animal must be registered with the office prior to moving the assistance/service animal into the unit.

**To be excluded from the Pet Policy, the head of household must certify the following:**

- a. That the animal has been trained to assist with a specified disability, and
- b. That the animal actually assists the person with the disability

**Conflicts with State or Local Law or Regulations Regarding the Pet policy**

If there is any applicable State or local law or regulation that conflicts with any portion of the above pet policy, the State or local law of regulation shall prevail.

**CLEANLINESS**

**Walls/Hallway/Stairwells**

- a. Should be clean, free of dirt, grease, holes, cobwebs, fingerprints, crayon, ink, borders, or wallpaper.
- b. Baseboards should be clean, free of dust, gouges or scratches.
- c. Hallways and stairwells should be clean and free of hazards and not impede traffic.

**Floors**

- a. Regular sweeping, cleaning, and mopping is the resident's responsibility. This includes all areas such as under furniture and in corners. (Personal carpets also)
- b. Spills and stains should be cleaned immediately to prevent permanent damage
- c. Always use floor pads under bed rails and other furnishings that may have the potential to damage floor tiles.
- d. Any floor damage will be noted on the move-in inspection and any future damage could be charged to the resident, up to and including flooring replacement if necessary.

**Bathrooms**

- a. All bathroom fixtures are to be cleaned weekly with some type of tub and tile cleaner.
- b. Tub and shower should be clean and free of mildew and mold.
- c. Water should be dried from tub surround and tile floor following shower or bath.
- d. Shower curtains are to remain inside the bathtub and be of adequate length
- e. Exhaust fan is to be on during all showers and baths, be free of dust and in working order.

**Kitchen Cabinets/Counters/Sink**

- a. All cabinets and counters are to be cleaned after use with mild detergent and hot water.
- b. Cabinets should be clean and neat. Cabinet surfaces and countertops should be free of grease and food spills.
- c. Cabinets should not be overloaded
- d. Storage under the sink should be limited to small or lightweight items to permit access for repairs.
- e. Heavy pots and pans should not be stored under the sink.
- f. Food is not to be left on counters or in cabinets unless in sealed containers
- g. Sink should be clean, free of grease, and food scrapes. Dirty dishes and cookware should be washed and put away in a timely manner.

**Kitchen appliances**

- a. Stoves should be cleaned after each use with mild detergent and hot water. At times when food has been spilled a harsher cleaner may be required.
- b. Do not allow food or grease to build up on stove top or in oven.
- c. Stove Exhaust hoods should be cleaned after each use with mild detergent and hot water.
- d. Refrigerator and freezer should be clean and food spills removed immediately.
- e. Refrigerator and freezer door should close properly and not be overloaded with food or other items.
- f. Refrigerator gaskets should be kept clean and free of any food or liquid

**Laundry area**

- a. All dryers must be vented to the outside
- b. Lint filters are to be emptied after each use

### **Windows/Ceiling/Doors/Roof/Storage Area**

- a. Cobwebs and dust should be removed from window sills and casing regularly
- b. Screens should be kept free of cobwebs and intact at all times
- c. Glass should be cleaned when dirt and handprints are visible
- d. Blankets or other heavy bedding material may not be used as curtains.
- e. Ceilings should be clean and free of cobwebs.
- f. All exterior doors should be kept clean, with glass and/or screen intact.
- g. Roofs should be kept free of toys and debris.
- h. All storage areas should be free of debris, motor vehicle parts, and flammable materials.

### **Closets**

- a. Clothes should be hung on hangers and not in floor
- b. Shoes should be kept neat and orderly inside closet
- c. Towels and bedding should be placed neatly inside linen closet
- d. No items should hinder closing of doors
- e. No highly flammable materials should be stored in the unit.

### **Trash**

- a. Trash/garbage should be stored in a covered container until removed to the garbage cart or trash dumpster.

### **Heat and Air Vents**

- a. Dust and cobwebs should be removed from vents on a regular basis
- b. Never remove vent covers

## **APARTMENT ALTERATIONS**

- To refrain from, and to cause the household and guest(s) to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit, the grounds, or neighborhood.
- No alterations to the apartment are to be made without the written permission from management.
- **DO NOT PAINT** or repair any walls of the apartment without written permission from management
- Residents are permitted to hang pictures; however no large nails or screws are to be used. Adhesive hangers and standard picture hooks are allowed.
- Attachments to the building are prohibited. Request for handrails, etc. must be submitted to the Housing department for approval.
- Nothing shall be affixed to or placed upon the exterior walls, entrance doors, storm doors, handrails or windows. This includes but not limited to decoration, signs, flags, awnings, canopies, radio/television antennas or satellite dishes. A decorative wreath on the door may be hung with a proper wreath hanger only.
- Tenant agrees not to install additional or different locks or gates on any doors or windows of the unit without written permission of the Landlord.
- Absolutely, no duct tape allowed anywhere.
- All graffiti inside and outside the unit will be removed at the resident's expense.

## **CURB APPEAL**

- The view of the apartments from the outside is known as "curb appeal". The housing authority and HUD are promoting better "curb appeal". Windows should have appropriate window treatments such as curtains, blinds, shades, etc. No towels, sheets, blankets, foil, plastic or any other window coverings are allowed that may damage the property or detract from providing good "curb appeal".
- Refer to the Lawn Care Policy in regards to your yard.

## **YARD SALES**

Each resident is permitted two yard sales per year with prior approval from MULTI FAMILY PROPERTY Site Manager.

## **ANNUAL RECERTIFICATION**

A yearly verification and recertification of family composition and income is required by HUD to recalculate the tenant's Total Tenant Payment (TTP), tenant rent, and the assistance payment provided by HUD. Tenant agrees to provide accurate statements of this information and to do so by the date specified in Landlord's request. Landlord will verify the information supplied by Tenant and use the verified information to compute the amount of the Tenant's rent and assistance payment, if any.

a. If Tenant does not submit the required recertification information by the date specified in Landlord's request, Landlord may impose the following penalties. Landlord may implement these penalties only in accordance with the administrative procedures and time frames specified in HUD's regulations, handbooks and instructions related to the administration of multifamily subsidy programs.

(1) Require Tenant to pay the higher, HUD-approved market rent for the unit.

(2) Implement any increase in rent resulting from the recertification processing without providing the 30-day notice otherwise required by paragraph 4 of this Agreement.

b. Tenant may request to meet with Landlord within ten (10) calendar days to discuss any change in rent or assistance payment resulting from the recertification processing. If Tenant requests such a meeting, Landlord agrees to meet with Tenant and discuss how Tenant's rent and assistance payment, if any, were computed.

### **INTERIM RECERTIFICATIONS \***

An interim recertification will be processed if the tenant reports:

- A change in family composition;
- An increase in a family's cumulative income of \$200 or more a month;
  
- An increase in allowances (e.g., number of dependents, a new disability assistance expense);
- Most decreases in income
- A change in citizenship or eligible immigration status of any family members.
- All changes must be reported within ten (10) days.

### **RESIDENT PROCEDURAL RIGHTS**

Termination of Tenancy and Assistance procedures for RAD properties requires that owners provide adequate written notice of termination of the lease which shall not be less than:

- A. A reasonable period of time not to exceed 30 days:
- If health or safety of other tenants, owner employees, or residents in the immediate vicinity of the premises is threatened; or
  - In the event of failure to recertify: or
  - In the event of any drug-related or violent criminal activity or any felony conviction: or
- B. 14 days in the case of nonpayment of rent.
- Termination of Assistance in all other cases, the requirements at 24 CFR 247.4, the Multifamily HUD Model Lease, and other HUD Multifamily administrative guidance shall apply.

### **GRIEVANCES AND APPEALS**

#### **INFORMAL HEARING PROCESS FOR ASSISTED HOUSING APPLICANTS**

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)]. Informal hearings provide the applicant a means to hear the details of the reasons for rejection, and an opportunity to present evidence to the contrary if available, and to claim mitigating circumstances if possible.

#### **Use of Informal Hearing Process**

##### Policy

- The MULTI FAMILY PROPERTY will only offer informal hearings to applicants for the purpose of disputing denials of admission.

#### **Notice of Denial [24 CFR 960.208(a)]**

The MULTI FAMILY PROPERTY 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 decision, and must also state that the applicant may request an informal hearing to dispute the decision.

The applicant, in some cases, will be given the opportunity to dispute the information obtained from criminal or sex offender registration records, landlord references, or past history with any Public Housing Agency which would be the basis of the denial.

## **Scheduling an Informal Hearing**

### Policy

- A request for an informal hearing must be made in writing and delivered to the MULTI FAMILY PROPERTY 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 notification of denial of admission.
- The MULTI FAMILY PROPERTY must schedule and send written notice of the informal hearing within 10 business days of the request.

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

### Policy

- The informal hearing will be conducted by a person other than the one who made 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 MULTI FAMILY PROPERTY.
- The person conducting the informal hearing will make a recommendation to the MULTI FAMILY PROPERTY, but the MULTI FAMILY PROPERTY is responsible for making the final decision as to whether admission should be granted or denied.
- **Informal Hearing Decision [PH Occ GB, p. 58]**

### Policy

The MULTI FAMILY PROPERTY will notify the applicant of their final decision, including a brief statement of the reasons for the final decision.

In rendering a decision, the MULTI FAMILY PROPERTY 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 MULTI FAMILY PROPERTY policy, then the decision to deny assistance will be overturned.
- The validity of the evidence. The MULTI FAMILY PROPERTY 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 decision to deny admission will be upheld.
- If the facts prove the grounds for denial, and the denial is discretionary, the MULTI FAMILY PROPERTY will consider the recommendation of the person conducting the informal hearing in making the final decision whether to deny admission.

The MULTI FAMILY PROPERTY 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 his or her representative, if any.

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

If the applicant fails to appear for their informal hearing, the denial of admission will stand and the applicant 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 MULTI FAMILY PROPERTY must consider such accommodations. The MULTI FAMILY PROPERTY must also consider reasonable accommodation requests pertaining to the reasons for denial if related to the person's disability.

## **INFORMAL HEARINGS WITH REGARD TO NONCITIZENS**

### **Hearing and Appeal Decisions with regard to 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 MULTI FAMILY PROPERTY 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 MULTI FAMILY PROPERTY 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)]**

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 MULTI FAMILY PROPERTY 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 MULTI FAMILY PROPERTY receives notification that the USCIS secondary verification failed to confirm eligible immigration status, the MULTI FAMILY PROPERTY 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 MULTI FAMILY PROPERTY with a copy of the written request for appeal and proof of mailing.

Policy

- The MULTI FAMILY PROPERTY 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 MULTI FAMILY PROPERTY 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 MULTI FAMILY PROPERTY, of its decision. When the USCIS notifies the MULTI FAMILY PROPERTY of the decision, the MULTI FAMILY PROPERTY must notify the family of its right to request an informal hearing.

Policy

- The MULTI FAMILY PROPERTY 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 MULTI FAMILY PROPERTY provide a hearing. The request for a hearing must be made either within 30 days of receipt of the MULTI FAMILY PROPERTY 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 MULTI FAMILY PROPERTY 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 MULTI FAMILY PROPERTY 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.

### Policy

- The family will be allowed to copy any documents related to the hearing at a cost of \$.25 per page. The family must request discovery of MULTI FAMILY PROPERTY 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 MULTI FAMILY PROPERTY, and to confront and cross-examine all witnesses on whose testimony or information the MULTI FAMILY PROPERTY 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 arrange for an interpreter to attend the hearing, at the expense of the family, or the MULTI FAMILY PROPERTY, as may be agreed upon by the two parties. If the family does not arrange for their own interpreter, the MULTI FAMILY PROPERTY is still obligated to provide oral translation services in accordance with its LEP Plan.

### **Recording of the Hearing**

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

### Policy

The MULTI FAMILY PROPERTY will not provide a transcript of an audio taped informal hearing.

### **Hearing Decision**

- The MULTI FAMILY PROPERTY 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.

### **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.

## **GRIEVANCE PROCEDURES FOR ASSISTED HOUSING RESIDENTS**

### **A. REQUIREMENTS [24 CFR 966.52]**

Owners must have a grievance procedure in place through which residents of MULTI FAMILY PROPERTY are provided an opportunity to grieve any Owners action or failure to act involving the lease or MULTI FAMILY PROPERTY policies which adversely affect their rights, duties, welfare, or status.

The MULTI FAMILY PROPERTY grievance procedure must be included in, or incorporated by reference in, the lease.

### MULTI FAMILY PROPERTY Policy

The MULTI FAMILY PROPERTY must provide at least a 30 day notice to tenants and resident organizations setting forth proposed changes in the grievance procedure, and providing an opportunity to present written comments. Comments submitted

must be considered by the MULTI FAMILY PROPERTY before adoption of any grievance procedure changes by the MULTI FAMILY PROPERTY.

#### MULTI FAMILY PROPERTY Policy

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

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

### **B. DEFINITIONS [24 CFR 966.53; 24 CFR 966.51(a)(2)(i)]**

There are several terms used by HUD with regard to Multi Family 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 MULTI FAMILY PROPERTY action or failure to act in accordance with the individual tenant’s lease or MULTI FAMILY PROPERTY regulations which adversely affect the individual tenant’s rights, duties, welfare or status
- **Complainant** – any tenant whose grievance is presented to the MULTI FAMILY PROPERTY 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
- **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 MULTI FAMILY PROPERTY 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/Panel** – a person/panel selected in accordance with HUD regulations to hear grievances and render a decision with respect thereto
- **Tenant** – the adult person (or persons) (other than a live-in aide)
  - Who resides in the unit, and who executed the lease with the MULTI FAMILY PROPERTY 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

### **C. APPLICABILITY [24 CFR 966.51]**

Potential grievances could address most aspects of MULTI FAMILY PROPERTY 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 MULTI FAMILY PROPERTY. It is not applicable to disputes between tenants not involving MULTI FAMILY PROPERTY. 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 MULTI FAMILY PROPERTY.

If HUD has issued a due process determination, MULTI FAMILY PROPERTY may exclude from their 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 MULTI FAMILY PROPERTY.
- Any violent or drug-related criminal activity on or off such premises
- Any criminal activity that resulted in felony conviction of a household member



In states without due process determinations, MULTI FAMILY PROPERTY must grant opportunity for grievance hearings for all lease terminations, regardless of cause, but may use expedited grievance procedures, as described in Section 14-III.E. below, to deal with the first two of the above three categories of lease terminations.

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

MULTI FAMILY PROPERTY Policy

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

**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 MULTI FAMILY PROPERTY office or to the office of the project in which the complainant resides so that the grievance may be discussed informally and settled without a hearing.

The MULTI FAMILY PROPERTY Policy

The MULTI FAMILY PROPERTY will accept requests for an informal settlement of a grievance either orally or in writing, to the MULTI FAMILY PROPERTY office within 10 business days of the grievable event. Within 10 business days of receipt of the request the MULTI FAMILY PROPERTY will arrange a meeting with the tenant at a mutually agreeable time and confirm such meeting in writing to the tenant.

If a tenant fails to attend the scheduled meeting without prior notice, the MULTI FAMILY PROPERTY 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 a documented unavoidable conflict which seriously affects the health, safety or welfare of the family.

HUD 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 MULTI FAMILY PROPERTY'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.

MULTI FAMILY PROPERTY Policy

The MULTI FAMILY PROPERTY will prepare a summary of the informal settlement within 5 business days; one copy to be given to the tenant and one copy to be retained in the MULTI FAMILY PROPERTY's tenant file.

For MULTI FAMILY PROPERTY 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.

**E. PROCEDURES TO OBTAIN A HEARING [24 CFR 966.55]**

**Requests for Hearing and Failure to Request [24 CFR 966.55(a), (c), and (d)]**

All grievances must be presented in accordance with the informal procedures prescribed above as a condition prior to a grievance hearing. However, if the complainant can show good cause for failure to proceed with the informal settlement process to the hearing officer/panel, the hearing officer/panel may waive this provision [24 CFR 966.55(d)].

The complainant must submit the request in writing for a grievance hearing within a reasonable time after receipt of the summary of informal discussion [24 CFR 966.55(a)]. The request must specify the reasons for the grievance and the action or relief sought.

### MULTI FAMILY PROPERTY Policy

The resident must submit a written request for a grievance hearing to MULTI FAMILY PROPERTY within 5 business days of the tenant's receipt of the summary of the informal settlement.

If the complainant does not request a hearing, the MULTI FAMILY PROPERTY '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 MULTI FAMILY PROPERTY 'S action in disposing of the complaint in an appropriate judicial proceeding [24 CFR 966.55(c)].

### **Escrow Deposits [24 CFR 966.55(e)]**

Before a hearing is scheduled in any grievance involving the amount of rent that the MULTI FAMILY PROPERTY claims is due, the family must pay an escrow deposit to the MULTI FAMILY PROPERTY. When a family is required to make an escrow deposit, the amount is the amount of rent the MULTI FAMILY PROPERTY states is due and payable as of the first of the month preceding the month in which the family's act or failure to act took place. After the first deposit the family must deposit the same amount monthly until the family's complaint is resolved by decision of the hearing officer/panel.

The MULTI FAMILY PROPERTY must waive the requirement for an escrow deposit where the family has requested a financial hardship exemption from minimum rent requirements or is grieving the effect of welfare benefits reduction in calculation of family income [24 CFR 5.630(b)(3)].

Unless the MULTI FAMILY PROPERTY waives the requirement, the family's failure to make the escrow deposit will terminate the grievance procedure. A family's failure to pay the escrow deposit does not waive the family's right to contest the MULTI FAMILY PROPERTY disposition of the grievance in any appropriate judicial proceeding.

### MULTI FAMILY PROPERTY Policy

The MULTI FAMILY PROPERTY will not waive the escrow requirement for grievances involving rent amounts except where required to do so by regulation.

### **Scheduling of Hearings [24 CFR 966.55(f)]**

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

### MULTI FAMILY PROPERTY 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 MULTI FAMILY PROPERTY.

The MULTI FAMILY PROPERTY may wish to permit the tenant to request to reschedule a hearing for good cause.

### MULTI FAMILY PROPERTY 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 MULTI FAMILY PROPERTY may request documentation of the "good cause" prior to rescheduling the hearing.

### **Expedited Grievance Procedure [24 CFR 966.55(g)]**

The MULTI FAMILY PROPERTY 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 MULTI FAMILY PROPERTY , or
- Any drug-related criminal activity on or near such premises

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

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

MULTI FAMILY PROPERTY Policy

The MULTI FAMILY PROPERTY will not offer expedited grievance procedures for lease terminations involving criminal activity that resulted in a felony conviction of a household member or that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the MULTI FAMILY PROPERTY, or for drug-related criminal activity on or near the premises.

**F. SELECTION OF HEARING OFFICER/PANEL [24 CFR 966.55(b)]**

The grievance hearing must be conducted by an impartial person or persons appointed by the MULTI FAMILY PROPERTY, other than the person who made or approved the MULTI FAMILY PROPERTY action under review, or a subordinate of such person.

MULTI FAMILY PROPERTY Policy

MULTI FAMILY PROPERTY grievance hearings will be conducted by a single hearing officer from the approved list chosen and adopted by the resident organization.

The MULTI FAMILY PROPERTY must determine the methodology for appointment of the hearing officer and it must be stated in the grievance procedure.

MULTI FAMILY PROPERTY Policy

The MULTI FAMILY PROPERTY will appoint a person who has been selected in the manner required under the grievance procedure. Efforts will be made to assure that the person selected is not a friend, nor an enemy, of the complainant and that they do not have a personal stake in the matter under dispute or will otherwise have an appearance of a lack of impartiality.

The MULTI FAMILY PROPERTY must consult with resident organizations before a person is appointed as a hearing officer or hearing panel member. Comments from the resident organizations must be considered before making the appointment.

**G. 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 MULTI FAMILY PROPERTY 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 MULTI FAMILY PROPERTY does not make the document available for examination upon request by the complainant, the MULTI FAMILY PROPERTY may not rely on such document at the grievance hearing.

MULTI FAMILY PROPERTY Policy

The tenant will be allowed to copy any documents related to the hearing at a cost of \$.25 per page. The family must request discovery of MULTI FAMILY PROPERTY 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 as the tenant's representative and to have such person make statements on the tenant's behalf.

MULTI FAMILY PROPERTY Policy

Hearings may be attended by the following applicable persons:

A MULTI FAMILY PROPERTY representative(s) and any witnesses for the MULTI FAMILY PROPERTY

The tenant and any witnesses for the tenant

The tenant's counsel or other representative

Any other person approved by the MULTI FAMILY PROPERTY 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 MULTI FAMILY PROPERTY or project management, and to confront and cross-examine all witnesses upon whose testimony or information the MULTI FAMILY PROPERTY or project management relies.
- A decision based solely and exclusively upon the facts presented at the hearing.  
**Decision without Hearing [24 CFR 966.56(c)]**

The hearing officer/panel may render a decision without proceeding with the hearing if the hearing officer/panel determines that the issue has been previously decided in another proceeding.

#### **Failure to Appear [24 CFR 966.56(d)]**

If the complainant or the MULTI FAMILY PROPERTY fails to appear at a scheduled hearing, the hearing officer/panel may make a determination to postpone the hearing for not to exceed five business days or may make a determination that the party has waived his/her right to a hearing. Both the complainant and the MULTI FAMILY PROPERTY must be notified of the determination by the hearing officer/panel: Provided, That a determination that the complainant has waived his/her right to a hearing will not constitute a waiver of any right the complainant may have to contest the MULTI FAMILY PROPERTY'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.

#### MULTI FAMILY PROPERTY 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, the MULTI FAMILY PROPERTY will not reschedule the hearing unless needed as a reasonable accommodation for a person with disabilities.

#### **General Procedures [24 CFR 966.56(e), (f), and (g)]**

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 MULTI FAMILY PROPERTY action or failure to act against which the complaint is directed [24 CFR 966.56(e)].

The hearing must be conducted informally by the hearing officer/panel. The MULTI FAMILY PROPERTY 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 question any witnesses. In general, all evidence is admissible and may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings [24 CFR 966.56(f)].

#### MULTI FAMILY PROPERTY 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 MULTI FAMILY PROPERTY. Writings include all forms of recorded communication or representation, including letters, e-mails, 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 of a statement that was made other than by a witness while testifying at the hearing and that is offered to prove the truth of the matter. Even though evidence, including hearsay, is generally admissible, hearsay evidence alone cannot be used as the sole basis for the hearing officer's decision.

If the MULTI FAMILY PROPERTY fails to comply with the discovery requirements (providing the tenant with the opportunity to examine MULTI FAMILY PROPERTY

documents prior to the grievance hearing), the hearing officer will refuse to admit such evidence.

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

The hearing officer/panel must require the MULTI FAMILY PROPERTY, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion.

Failure to comply with the directions of the hearing officer/panel to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate [24 CFR 966.56(f)].

The complainant or the MULTI FAMILY PROPERTY 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(g)].

#### MULTI FAMILY PROPERTY Policy

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

The MULTI FAMILY PROPERTY will consider that an audio tape recording of the proceedings is a transcript.

#### **Accommodations of Persons with Disabilities [24 CFR 966.56(h)]**

The MULTI FAMILY PROPERTY 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.

#### **H. DECISION OF THE HEARING OFFICER/PANEL [24 CFR 966.57]**

The hearing officer/panel 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 tenant and the MULTI FAMILY PROPERTY. The MULTI FAMILY PROPERTY must retain a copy of the decision in the tenant's folder. A copy of the decision, with all names and identifying references deleted, must also be maintained on file by the MULTI FAMILY PROPERTY and made available for inspection by a prospective complainant, his/her representative, or the hearing officer/panel [24 CFR 966.57(a)].

#### MULTI FAMILY PROPERTY Policy

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

**MULTI FAMILY PROPERTY Notice to the Family:** The hearing officer will determine if the reasons for the MULTI FAMILY PROPERTY'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 MULTI FAMILY PROPERTY policy.

**MULTI FAMILY PROPERTY Evidence to Support the 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 MULTI FAMILY PROPERTY'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 MULTI FAMILY PROPERTY policies. If the grounds for termination are not specified in the regulations or in compliance with MULTI FAMILY PROPERTY policies, then the decision of the MULTI FAMILY PROPERTY will be overturned.

The hearing officer will issue a written decision to the family and the MULTI FAMILY PROPERTY 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 MULTI FAMILY PROPERTY representative(s)
- 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. Also includes 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 his/her 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 MULTI FAMILY PROPERTY's decision.

**Order:** The hearing report will include a statement of whether the MULTI FAMILY PROPERTY's decision is upheld or overturned. If it is overturned, the hearing officer will instruct the MULTI FAMILY PROPERTY to change the decision in accordance with the hearing officer's determination. In the case of termination of tenancy, the hearing officer will instruct the MULTI FAMILY PROPERTY to restore the family's status.

**Procedures for Further Hearing**

**MULTI FAMILY PROPERTY 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 action of the MULTI FAMILY PROPERTY will take effect and another hearing will not be granted.

**Final Decision [24 CFR 966.57(b)]**The decision of the hearing officer/panel is binding on the MULTI FAMILY PROPERTY which must take the action, or refrain from taking the action cited in the decision unless the MULTI FAMILY PROPERTY Board of Directors determines within a reasonable time, and notifies the complainant that:

The grievance does not concern MULTI FAMILY PROPERTY action or failure to act in accordance with or involving the complainant's lease on MULTI FAMILY PROPERTY policies which adversely affect the complainant's rights, duties, welfare, or status; or

- The decision of the hearing officer/panel is contrary to Federal, state, or local law, HUD regulations or requirements of the annual contributions contract between HUD and the MULTI FAMILY PROPERTY.

MULTI FAMILY PROPERTY Policy

When the MULTI FAMILY PROPERTY considers the decision of the hearing officer to be invalid due to the reasons stated above, it will present the matter to the MULTI FAMILY PROPERTY Board of Directors 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/panel, or Board of Directors in favor of the MULTI FAMILY PROPERTY or which denies the relief requested by the complainant in whole or in part must not constitute a waiver of any rights the complainant may have to a subsequent trial or judicial review in court [24 CFR 966.57(c)].

## **REIMBURSEMENT TO HUD FOR OVERPAYMENT OF ASSISTANCE**

### **A. Tenant's Obligation to Repay**

1. The tenant must reimburse the owner for the difference between the rent the tenant should have paid and the rent he/she was actually charged, if the tenant:
  - a. Fails to provide the owner with interim changes in income or other factors;
  - b. Submits incorrect information on any application, certification, or recertification;
  - c. Fails to report income received, and
  - d. As a result, is charged a rent less than the amount required by HUD's rent formulas
2. The tenant acknowledges his/her obligation to make such reimbursements;
  - a. In paragraph 18 of the Model Lease for Subsidized Programs;
3. If the tenant does not pay in full, an owner should enter into a repayment "agreement" with the tenant to collect these funds over a specific period of time.
4. The tenant is not required to reimburse the owner for undercharges caused solely by the owner's failure to follow HUD's procedures for computing rent or assistance payments.

### **Tenant Repayment Options**

#### **A. Tenant can repay amounts due:**

1. in a lump sum payment; or
2. By entering into a repayment agreement with the owner; or
3. A combination of 1 and 2, above.

B. Tenants who do not agree to repay amounts due in accordance with above, will be in noncompliance with their lease agreement and may be subject to termination of tenancy.

#### **C. Tenants may also be required to repay funds to the owner due to a:**

1. Civil action taken by the owner,
2. Court action as a result of an Office of Inspector General (OIG) audit.

### **Repayment Agreements**

#### **A. The tenant and owner must both agree on the terms of the repayment agreement.**

The tenant may wish to consult with HUD's Housing Counseling Agency in their area to assist them in working with the owner to reach agreeable terms for the repayment agreement. See the Housing Counseling Agency website for a listing of agencies for each state at: <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>.

##### **1. Monthly Payment.**

The tenant's monthly payment must be what the tenant can afford to pay based on the family's income.

The monthly payment plus the tenant's total tenant payment (TTP) at the time the repayment agreement is executed should not exceed 40 percent of the family's monthly adjusted income.

##### **2. Repayment Time Period.**

The time period for repayment by the tenant of the amount owed.

#### **A. The repayment agreement must:**

1. Include the total retroactive rent amount owed, the amount of lump sum paid at time of execution of the agreement, if applicable, and the monthly payment amount.
2. Reference the paragraphs in the lease whereby the tenant is in noncompliance and may be subject to termination of their lease.
3. Contain a clause whereby the terms of the agreement can be renegotiated if there is a decrease or increase in the family's income of \$200.00 or more per month.
4. Include a statement that the monthly retroactive rent repayment amount is in addition to the family's monthly rent payment, and is payable to the owner.
5. Late and missed payments constitute default of the repayment agreement and may result in termination of assistance and/or tenancy.

B. Owners must not apply a tenant's monthly rent payment toward the repayment amount owed that would result in an accumulation of late rent payments. The monthly payment due on the repayment agreement is in addition to the tenant's monthly rent payment.

### **Reimbursement to Tenant for Overpayment of Rent.**

- C. If, at the time of recertification, there is an Income Discrepancy Report in EIV that reflects an annual decrease of \$2,400.00 or more in wage, unemployment and/or Social Security Income reported in EIV the owner must investigate the discrepancy.
- D. If, after investigating the discrepancy, the owner determines that an error was made in calculating the tenant's income and the income was over-reported, the owner must complete corrections to the prior certification(s) affected by the income change. Once the corrections have been made, the owner must determine the difference between the amount of rent the tenant paid and the rent that the tenant should have paid.
- E. The owner must discuss the discrepancy in income reported with the tenant.
  1. The owner must provide the tenant with written notification, which includes:
    - a. A notice of the change in rent, effective retroactively to when the error occurred;
    - b. The new monthly rent the tenant is required to pay.
    - c. The amount of the overpayment of rent due to the tenant; and
    - d. A form for the tenant to execute and return to the owner stating whether the tenant wishes to:
      - (1) Receive a full, immediate refund; or
      - (2) Apply the overpayment to future monthly rent payments.

### **Reimbursements for errors Discovered During a Monitoring Review**

If, during a review of the tenant files, the CA determines that an error was made in the income calculation based on the income verifications on file that results in an under- or over-payment of rent by the tenant, unless the overpayment was due to the owner's error or the owner's failure to follow HUD's procedures, the owner must make the necessary adjustments to the tenant's rent for the period the error occurred. The tenant must reimburse the owner for any underpayment of rent and the owner must reimburse the tenant for any overpayment of rent.

### **VIOLENCE AGAINST WOMEN'S ACT PROVISIONS**

BASED ON THE PROVISIONS OF THE Violence Against Women's Act of 2005 and the Reauthorization Act of 2013, Management will protect residents and family members of residents who are victims of domestic violence, dating violence, or stalking from being denied, evicted or terminated from housing assistance based on acts of such violence against them. At lease signing, Management will have tenants' execute the VAWA Lease Addendum (form HUD-091067).

When responding to an incident or incidents of actual or threatened domestic violence, dating violence, or stalking that may affect a current resident's participation, Management will request in writing that an individual complete, sign and submit, within 14 business days of request, a form HUD-91066 Certification of Domestic Violence, Dating Violence, or Stalking, whereby the individual certifies that he/she is a victim of domestic violence, dating violence, or stalking, and that the incident or incidences in question are bona fide incidences of such actual or threatened abuse, along with any available documentation of the above.

In lieu of certification form, or in addition to the certification form, a tenant may provide one of the following: (1) a Federal, State, Tribal, Territorial, or local Police record or court record; (2) documentation signed and attested to by an employee, agent or volunteer of a victim service provider, and attorney or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence or stalking, or the effects of abuse, in which the professional attests under penalty of perjury (28 U.S. C. 1746) to the professional's belief that the incidents in question are bona fide incidents of abuse, and the victim of domestic violence, or stalking has signed or attested to the documentation.

If the individual does not provide the form HUD-91066 or the information that may be provided in lieu of the certification by the 14<sup>th</sup> business day or any extension of that date provided by Management, none of the protections afforded to the victim of domestic violence, dating violence, or stalking will apply. Management will therefore be free to evict, or to terminate assistance, in the circumstances authorized by otherwise applicable law and lease provisions.

All information provided to Management relating to the incident(s) of domestic violence, including the fact that an individual is a victim of domestic violence shall be retained in confidence and shall neither be entered into any shared database nor provided to any related entity, except to the extent that such disclosure is (i) requested or consented to by the individual in writing; (ii) required for use in an eviction proceeding or termination of assistance; or (iii) otherwise required by applicable law.



