



Assistance Animal Policy

[FHEO 2020-01]

The terms of this policy apply to the City of Chandler Housing and Redevelopment Division (COCHRD) Public Housing Program.

This policy applies to assistance animals that are used to assist, support or provide service to persons with disabilities. Assistance animals include service animals and support animals that live in or visit public housing developments.

This policy should be read in conjunction with FHEO 2020-01, "Assessing a Person's Request to Have an Animal as a Reasonable Accommodation Under the Fair Housing Act," the City of Chandler Public Housing Admissions and Continued Occupancy Policy (ACOP), Section 504 of the ADA.

Notice FHEO 2020-01 replaces Notice FHEO 2013-01.

This guidance is meant to help 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 housing providers' pet policies, such as pet fees or deposits.

I. BACKGROUND

Persons with disabilities may request a reasonable accommodation for service animals and other types of assistance animals, including support animals, under the Fair Housing Act (FHA).

This procedure is meant to provide guidance with compliance with the FHA when assessing requests for reasonable accommodations for an assistance animal in housing, including what information the COCHRD may need to know from a health care professional about an individual's need. The Assistance Animal Permit is attached to the end of this procedure.

This procedure is written in accordance with FHEO 202-01. It provides guidance for the review of a reasonable accommodation request for an assistance animal in Chandler public housing. (Housing providers may be subject to the requirements of several civil rights laws, including but not limited to the FHA, Section 504 of the Rehabilitation Act (Section 504), and the Americans with Disabilities Act (ADA).)

II. ASSISTANCE ANIMALS

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

Assistance animals are generally an animal commonly kept in the household.

Assistance animals, including service and support animals, are not pets, and thus, are not subject to the COCHRD's pet policies [24 CFR 5.303; 960.705; Notice FHEO 2020-01].

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 can be used for all requests for exceptions or modifications to COCHRD's rules, policies, practices, and/or procedures so persons with disabilities can have assistance animals where they reside.

Assessing a Request for an Animal as a Reasonable Accommodation under the FHA

The FHA makes it unlawful for a housing provider to refuse to make a reasonable accommodation that a person with a disability may need to have equal opportunity to enjoy and use a dwelling. One common request for housing providers is a reasonable accommodation to pet or no-animal policies so that individuals with disabilities are permitted to use assistance animals in housing including public and common use areas.

Assistance animals are not pets. They are animals that do work, perform tasks, assist, and/or provide therapeutic emotional support for individuals with disabilities.

Persons with disabilities may request a reasonable accommodation for service animals and other types of assistance animals, including support animals, under the FHA.

A resident may request a reasonable accommodation either before or after acquiring the assistance animal.

An accommodation may also be requested after a housing provider seeks to terminate the resident's lease or tenancy because of the animal's presence, although such timing may create an inference against good faith on the part of the person seeking a reasonable accommodation.

However, under the FHA, a person with a disability may make a reasonable accommodation request at any time, and the COCHRD must consider the reasonable accommodation request even if the resident made the request after bringing the animal into housing.

The request for an assistance animal may be oral or written. It may be made by others on behalf of the individual, including a person legally residing in the unit with the requesting individual or a legal guardian or authorized representative.

While it is not necessary to submit a written request or to use the words “reasonable accommodation,” “assistance animal,” or any other special words to request a reasonable accommodation under the FHA, persons making a request should be encouraged to do so in order to avoid miscommunication.

The COCHRD will maintain a list of reasonable accommodation requests, to include name, date of request, date of determination, and the final determination (approved/denied).

*****Note: Assistance animals are not interchangeable.**

The animal that is approved is the animal that can live in the assisted unit. If the family replaces it for a different animal, the approval process must start from the beginning.

Assistance Animal Permit

It is important that the COCHRD is able to physically identify the animal requested to be approved as a service or support animal. The request **MUST** include the following:

- Type and description of animal;
- Evidence that the animal has been spayed or neutered, as applicable;
- All inoculations and licenses required by or local law; and
- One photograph of the assistance animal.

Registration must be renewed annually and will be coordinated with the annual reexamination date.

Observable and Non-Observable Disabilities

Under the FHA, a disability is a physical or mental impairment that substantially limits one or more major life activities. While some impairments may seem invisible, others can be readily observed.

- **Observable impairments** include blindness or low vision, deafness or being hard of hearing, mobility limitations, and other types of impairments with observable symptoms or effects, such as intellectual impairments (including some types of autism), neurological impairments (e.g., stroke, Parkinson’s disease, cerebral palsy, epilepsy, or brain injury), mental illness, or other diseases or conditions that affect major life activities or bodily functions. Observable impairments generally tend to be obvious and would not be reasonably attributable to non-medical causes by a lay person.
- **Non-Observable impairments** are those that may not be seen, and therefore, may form the basis for a request for an emotional support animal.

*** In the instance where the disability is not observable, the COCHRD will request information regarding both the disability and the disability-related need for the animal. Housing providers are not entitled to know an individual’s diagnosis.

A. Service Animals

Under the ADA, “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.

Although a miniature horse is not a service animal, DOJ has determined that the same type of analysis is applied to determine whether a miniature horse should be provided access, although additional considerations, beyond the scope of this guidance, apply. (See 28 CFR §§ 35.136(i); 36.302(c)(9))

It is important to start with the following questions if the request is for a service animal. You must know if the animal is a service animal, by definition:

*****Note:**

Has the individual requested a reasonable accommodation — that is, has the tenant asked to get or to keep an animal in connection with a physical or mental impairment or disability:

- If “yes,” proceed to question #1.
- If “no,” the COCHRD will not grant a reasonable accommodation that has not been requested.

(The request for a reasonable accommodation with respect to an assistance animal may be oral or written. It may be made by others on behalf of the individual, including a person legally residing in the unit with the requesting individual or a legal guardian or authorized representative.)

1) Is the animal a dog?

- If “yes,” proceed to the next question.
- If “no,” the animal is not a service animal but may be another type of assistance animal for which a reasonable accommodation is needed. Proceed to **“Support Animal”**, below. (Also see Unique Animals)

2) Is it **readily apparent**** that the dog is trained to do work or perform tasks for the benefit of an individual with a disability?**

- If “yes,” further inquiries are unnecessary and inappropriate because the animal is a service animal.
- If “no,” proceed to question #3.

**** It is “readily apparent”** when the dog is observed:

- guiding an individual who is blind or has low vision
- pulling a wheelchair
- providing assistance with stability or balance to an individual with an observable mobility disability

3) In regards to a Service Animals (not a Support Animal) and in accordance with FHEO 2020-01, the COCHRD will limit its inquiries to the following two questions:

- “Is the animal required because of a disability?” and
- “What work or task has the animal been trained to perform?”

In regards to a Service Animal (not a Support Animal), the COCHRD will not ask about the nature or extent of the person’s disability, and will not ask for documentation. The COCHRD requires the attestation for truth and accuracy of information be provided during the approval process. The COCHRD will provide a form for tenant’s signature.

Providing false information for the purpose of keeping a dog in the unit is grounds for termination of assistance.

- a. If the answer to question (a) is “yes” and work or a task is identified in response to question (b), grant the requested accommodation, if otherwise reasonable, because the animal qualifies as a service animal.
- b. If the answer to either question is “no” or “none,” the animal does not qualify as a service animal under federal law but may be a support animal or other type of assistance animal that needs to be accommodated.

Performing “work or tasks” means that the dog is **trained** to take a specific action when needed to assist the person with a disability. If the individual identifies at least one action the dog is **trained** to take which is helpful to the disability **other than emotional support**, the dog should be considered a service animal and permitted in housing, including public and common use areas.

If the answers to the above questions sufficiently resolve the validity of the request for a Service Animal, the COCHRD will not make further inquiries for Service Animals.

If no specific work or task is identified, the dog should **not** be considered a service animal but may be another type of animal for which a reasonable accommodation may be required.

Emotional support, comfort, well-being, and companionship **are not** a specific work or task for purposes of analysis under the ADA.

If the animal does not qualify as a service animal, the COCHRD must next determine whether the animal would qualify as a support animal (See Support Animals).

B. Support Animals (Assistance Animals other than Service Animals)

Other trained or untrained animals that do work, perform tasks, provide assistance, and/or provide therapeutic emotional support for individuals with disabilities (referred to in this guidance as a “support animal”).

For an animal to be eligible for consideration as a support animal, it must be one that is commonly kept in homes, such as a dog, cat, small bird, rabbit, hamster, gerbil, other rodent, fish, turtle, or other small, domesticated animal.

FHEO 2020-01 does not consider as common household animals reptiles (other than turtles), barnyard animals, monkeys, kangaroos, and other non-domesticated animals. Someone may request a “unique” animal as a support animal but must provide extra documentation (See Unique Animals).

III. ANALYSIS OF REASONABLE ACCOMMODATION REQUESTS FOR ASSISTANCE ANIMALS OTHER THAN SERVICE ANIMALS

The COCHRD will ask the following questions to better understand the request and to help make a decision when the animal does not meet the definition of service animal.

- 1) Has the individual requested a reasonable accommodation — that is, has the tenant asked to get or to keep an animal in connection with a physical or mental impairment or disability?:
 - If “yes,” proceed to Part IV, **“Criteria for Assessing Whether to Grant the Requested Accommodation”**.
 - If “no,” the COCHRD will not grant a reasonable accommodation that has not been requested.

Note: The request for a reasonable accommodation with respect to an assistance animal may be oral or written. It may be made by others on behalf of the individual, including a person legally residing in the unit with the requesting individual or a legal guardian or authorized representative.

IV. CRITERIA FOR ASSESSING WHETHER TO GRANT THE REQUESTED ACCOMMODATION

The COCHRD will ask the following questions to better understand the request and to help them assess whether to grant the requested accommodation.

- 2) Does the person have an observable disability or does the COCHRD already have information giving them reason to believe that the person has a disability? (See page 3 for guidance on observable and non-observable disabilities)
 - If “yes,” skip to question #7 to determine if there is a connection between the person’s disability and the animal.
 - If “no,” continue to question #6.
- 3) Does the request provide information that reasonably supports that the person

seeking the accommodation has a disability?

The COCHRD requires the attestation for truth and accuracy of information be provided during the approval process. The COCHRD will provide a form for tenant's signature.

- If "no," the COCHRD will not grant the accommodation unless this information is provided.

*** If the person requesting the accommodation has not yet submitted required information, the COCHRD will not deny the request until the deadline for submittal has past.

*** To assist the tenant to understand what information is necessary, the COCHRD will provide the tenant a copy of the ***"Guidance on Documenting an Individual's Need for Assistance Animals in Housing"***, FHEO 2020-01. This referral will also help ensure that the correct disability-related information necessary to make a reasonable accommodation decision is received.

V. TYPES OF DOCUMENTATION

Information About A Disability May Include-

- A determination of disability from a federal, state, or local government agency.
- Receipt of disability benefits or services (Social Security Disability Income (SSDI)), Medicare or Supplemental Security Income (SSI) for a person under age 65, veterans' disability benefits, services from a vocational rehabilitation agency, or disability benefits or services from another federal, state, or local agency.
- Eligibility for housing assistance or a housing voucher received because of disability.
- Information confirming disability from a health care professional – e.g., physician, optometrist, psychiatrist, psychologist, physician's assistant, nurse practitioner, or nurse.

** Note that a determination that an individual does not qualify as having a disability for purposes of a benefit or other program does not necessarily mean the individual does not have a disability for purposes of the FHA, Section 504, or the ADA.

Under DOJ's regulations implementing the ADA Amendments Act of 2008, which HUD considers instructive when determining whether a person has a disability under the FHA, some types of impairments will be, in virtually all cases, found to impose a substantial limitation on a major life activity resulting in a determination of a disability.

Examples include deafness, blindness, intellectual disabilities, partially or completely missing limbs or mobility impairments requiring the use of a wheelchair, autism, cancer, cerebral palsy, diabetes, epilepsy, muscular dystrophy, multiple sclerosis, Human Immunodeficiency Virus (HIV) infection, major depressive disorder, bipolar disorder, post-traumatic stress disorder, traumatic brain injury, obsessive compulsive disorder, and schizophrenia.

This does not mean that other conditions are not disabilities. It simply means that in virtually all cases, these conditions will be covered as disabilities.

While the COCHRD most likely will be unable to observe or identify some of these impairments, individuals with disabilities sometimes voluntarily provide more details about their disability than the COCHRD actually needs to make decisions on accommodation requests. When this information is provided, the COCHRD will consider it.

Documentation from the Internet

Some websites sell certificates, registrations, and licensing documents for assistance animals to anyone who answers certain questions or participates in a short interview and pays a fee.

Under the FHA, the COCHRD will request reliable documentation when an individual requesting a reasonable accommodation has a disability and disability-related need for an accommodation that are not obvious or otherwise known.

In HUD's experience, such documentation from the internet is not, by itself, sufficient to reliably establish that an individual has a non-observable disability or disability-related need for an assistance animal.

By contrast, many legitimate, licensed health care professionals deliver services remotely, including over the internet. One reliable form of documentation is a note from a person's health care professional that confirms a person's disability and/or need for an animal when the COCHRD has personal knowledge of the individual.

- 1) Has the person requesting the accommodation provided information which 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," proceed to Part V, ***"Types of Animals"***. The COCHRD requires the attestation for truth and accuracy of information be provided during the approval process. The COCHRD will provide a form for tenant's signature.
 - If "no," the COCHRD will not grant the accommodation unless this information is provided, but will not deny the accommodation on the grounds that the person requesting the accommodation has not provided this information until the requester has been provided a reasonable opportunity to do so.

*** To assist the tenant to understand what information is necessary, the COCHRD will provide the tenant a copy of the ***"Guidance on Documenting an Individual's Need for Assistance Animals in Housing"***, FHEO 2020-01. This referral will also help ensure that the correct disability-related information necessary to make a reasonable accommodation decision is received.

Information Confirming Disability-Related Need for an Assistance Animal

- Reasonably supporting information often consists of information from a licensed health care professional – e.g., physician, optometrist, psychiatrist, psychologist, physician’s assistant, nurse practitioner, or nurse – general to the condition but specific as to the individual with a disability and the assistance or therapeutic emotional support provided by the animal;
- A relationship or connection between the disability and the need for the assistance animal must be provided. This is particularly the case where the disability is non-observable, and/or the animal provides therapeutic emotional support;
- For non-observable disabilities and animals that provide therapeutic emotional support, the COCHRD will ask for information that is consistent with that identified in the ***“Guidance on Documenting an Individual’s Need for Assistance Animals in Housing”*** (*see Questions 6 and 7) in order to conduct an individualized assessment of whether it must provide the accommodation under the FHA. The lack of such documentation may be reasonable grounds for denying a requested accommodation.

VI. TYPES OF ANIMALS

The COCHRD may come across requests for accommodation that involve animals other than a service dog, or common household animals used as assistance animals. In this case, the COCHRD will have to make the determination whether to approve a unique animal. To do so, the following question must be asked:

- 1) Is the animal commonly kept in households?
 - If “yes,” the reasonable accommodation should be provided under the FHA unless the general exceptions described below exist.
 - If “no,” a reasonable accommodation need not be provided, but note the very rare circumstances described below.

Animals commonly kept in households

If the animal is 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, then the reasonable accommodation should be granted because the tenant has provided information confirming that there is a disability-related need for the animal.

For purposes of this assessment, reptiles (other than turtles), barnyard animals, monkeys, kangaroos, and other non-domesticated animals are not considered common household animals.

Unique animals

If the individual is requesting to keep a unique type of animal that is not commonly kept in households as described above, then the requestor has the substantial burden of demonstrating a disability-related therapeutic need for the specific animal or the specific type of animal.

The individual is encouraged to submit documentation from a health care professional confirming the need for this animal, which includes information of the type set out in the ***Guidance on Documenting an Individual's Need for Assistance Animals in Housing***.

While this guidance does not establish any type of new documentary threshold, the lack of such documentation in many cases may be reasonable grounds for denying a requested accommodation.

As the COCHRD enforces a policy prohibiting animals based on weight at adulthood and limiting all pets to common household animals, the COCHRD will take reasonable steps to enforce the policy if the requester obtains the animal before submitting reliable documentation from a health care provider that reasonably supports the disability-related need for the animal. COCHRD will make a determination within 10 days of the receipt of the request.

Reasonable accommodations may be necessary when the need for a unique animal involves unique circumstances

Examples:

- a. The animal is individually trained to do work or perform tasks that cannot be performed by a dog.
- b. Information from a health care professional confirms that:
 - Allergies prevent the person from using a dog; or
 - Without the animal, the symptoms or effects of the person's disability will be significantly increased.
 - The individual seeks to keep the animal outdoors at a house with a fenced yard where the animal can be appropriately maintained.

Example: A Unique Type of Support Animal

- An individually trained capuchin monkey performs tasks for a person with paralysis caused by a spinal cord injury. The monkey has been trained to retrieve a bottle of water from the refrigerator, unscrew the cap, insert a straw, and place the bottle in a holder so the individual can get a drink of water. The monkey is also trained to switch lights on and off and retrieve requested items from inside cabinets. The individual has a disability-related need for this specific type of animal because the monkey can use its hands to perform manual tasks that a service dog cannot perform.

VII. GENERAL CONSIDERATIONS

COCHRD includes the following additional statements and requirements:

- COCHRD has the authority to regulate assistance animals under applicable federal, state, and local law (24 CFR §5.303(b)(3); 24 CFR §960.705(b)(3))
- The FHA 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 whose tenancy would result in substantial physical damage to the property of others. A housing provider 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 actions the individual takes to maintain or control the animal.

- The animal may not be denied access to the ADA-covered facility unless: (1) the animal is out of control and its handler does not take effective action to control it; (2) the animal is not housebroken (i.e., trained so that, absent illness or accident, the animal controls its waste elimination); or (3) the animal poses a direct threat to the health or safety of others that cannot be eliminated or reduced to an acceptable level by a reasonable modification to other policies, practices and procedures.
- A determination that a service animal poses a direct threat must be based on an individualized assessment of the specific service animal's actual conduct — not on fears, stereotypes, or generalizations.
- The service animal must be permitted to accompany the individual with a disability to all areas of the facility where members of the public are normally allowed to go."

*** As COCHRD public housing grounds are all common area grounds, the COCHRD will not approve an accommodation for an animal that must be kept outdoors in a corral-like or barn-like structure, or any other structure that would have to be built or allowed to be moved or placed on the grounds to accommodate the animal. As the summer temperatures are not conducive to any animal being kept outside, any such request will be rejected due to possible life-threatening conditions present in a desert environment. In addition, none of the public housing units have individual fenced yards or any private yard space to accommodate such a request, which would be considered a fundamental alteration, and will be denied.

Scattered site units have backyards.

- COCHRD will not charge a fee for processing a reasonable accommodation request.
- COCHRD will not charge a deposit, fee, or surcharge for an assistance animal.
- Pet Related Damages During Occupancy: All reasonable expenses incurred by the City's Housing Office as a result of damages directly attributable to the presence of the pet in the property will be the responsibility of the resident, including but not limited to:
 - The cost of repairs and replacement to the resident's dwelling unit
 - Fumigation of the dwelling unit
 - Repairs to common areas of the property
 - Elimination of fleas
- Pet Waste Removal Charge: A separate pet waste removal charge of \$21.00 (a

minimum labor charge) per occurrence will be assessed against the resident/pet owners who fail to remove pet waste in accordance to this policy.

- A person with a disability is responsible for feeding, maintaining, providing veterinary care, and controlling his or her assistance animal. The individual may do this on his or her own or with the assistance of family, friends, volunteers, or service providers. COCHRD staff will not be responsible for caring for or cleaning after the animal inside or outside. (24 CFR 5.303)
- Failure to adhere to this guidance does not necessarily constitute a violation by the COCHRD of the FHA or regulations promulgated thereunder.
- Before denying a reasonable accommodation request due to lack of information confirming an individual's disability or disability-related need for an animal, the COCHRD will engage in a good-faith dialogue with the requestor called the "interactive process."
- COCHRD will not insist on specific types of evidence if the information provided or is actually known to COCHRD meets the requirements of this guidance (except as provided above). Disclosure of details about the diagnosis or severity of a disability or medical records or a medical examination cannot be required.
- If a reasonable accommodation request, provided under the framework of this guidance, is denied because it would impose a fundamental alteration to the nature of the COCHRD's operations or impose an undue financial and administrative burden, the COCHRD will engage in the interactive process to discuss whether an alternative accommodation may be effective in meeting the individual's disability-related needs.
- An approved assistance animal will not be approved for an additional bedroom.

Verification of Need

For an assistance animal already approved, ongoing necessity will be re-verified every three years, unless the need for the reasonable accommodation is readily apparent.

If the assistance animal changes, the approval process must start over.

Tenant Responsibilities

- Understand that the assistance animal/service dog is not a pet.
- All permitted assistance animal/service dog shall remain inside the resident's unit, unless accompanying the resident.
- Residents shall not permit their assistance animal to disturb, interfere or diminish the peaceful enjoyment of neighbors.
- Complaints of disturbances or reactions of this nature shall constitute a violation of the lease and may result in the revocation of the assistance animal/service dog permit, termination of the lease agreement, or both.
- In addition, the assistance animal/service dog permit may be revoked if:

- 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 presence of the assistance animal/service dog would pose an undue financial and administrative burden to the owner, or
- The presence of the assistance animal/service dog would fundamentally alter the nature of the COCHRD services.
- Residents are solely responsible for cleaning up permitted assistance animal/service dog droppings inside the unit. All droppings will be cleaned up immediately. Droppings must be disposed of by being placed in a suitable covered trash container.
- Residents shall take adequate precautions and measures necessary to eliminate assistance animal/service dog odors within or around the unit and shall maintain the unit in a sanitary condition at all times.
- If the assistance animal/service dog is left unattended for a period of twenty-four (24) hours or more, the COCHRD may authorize entrance to the dwelling unit, removal of the assistance animal and transfer of the assistance animal by proper authorities, subject to provision of Arizona law and local ordinances. The COCHRD accepts no responsibility for the animal under such circumstances.
- Residents shall not alter their unit or unit area in order to create an enclosure for any assistance animal/service dog.
- Residents are responsible for all damages caused by their assistance animals/service dog, including and not limited to the cost of cleaning of carpets and draperies and/or fumigation of units.
- Resident assistance animal/service dog owners are responsible for the safety and health of their assistance animal, and to secure the animal during those scheduled occasions when the dwelling unit is being treated for control of pests.
- In the event of the death of an assistance animal/service dog, the resident shall properly and immediately remove and dispose of the remains. The remains shall not be placed in any container on the grounds of a COCHRD property or in a container on COCHRD grounds. The resident will notify the COCHRD within 10 days of the change.
- Residents must identify an alternate custodian for the assistance animal in the event of resident illness or absence from the dwelling unit. This identification of an alternate custodian must occur prior to the COCHRD issuing an assistance animal registration permit.
- Residents will be responsible for compliance for all visiting assistance animals/service dogs to the property.
- While an assistance animal is not subject to the COCHRD Pet Policy, the tenant remains

responsible for compliance with all other public housing rules and regulations, and federal and local policy. The right to have an assistance animal on COCHRD grounds can be revoked at any time, subject to complaints, maintenance orders, damages, or if the animal becomes destructive, a nuisance, a threat to the safety, health, quiet enjoyment and security of other residents, or creates a problem in the area of cleanliness and sanitation. If the COCHRD determines, on the basis of objective facts, supported by written statements, that the owner has violated a rule governing the owning or keeping of an assistance animal on public housing property, the COCHRD may serve a written notice of the violation on the owner in accordance with this policy. The notice can be for removal of the animal or termination of assistance for failure to comply.

- The COCHRD shall notify the tenant if the COCHRD refuses to register an assistance animal. The notice shall state the basis for COCHRD's action and shall be served on the tenant.



Assistance Animal Policy Certification

I have an assistance animal and I have received, read and understand the above policy provisions regarding the keeping of assistance animals and agree to abide by those provisions.

Please Print:

Name: _____

Address: _____

Phone #: _____ Email: _____

My signature below indicates that all information I have provided regarding an assistance animal is true and correct. I understand that submitting false or fraudulent information is cause for termination of my assistance.

Head of Household Signature

Date



Assistance Animal Permit

Name: _____ Phone # _____

Address: _____ Email: _____

Application for permission to keep the following type assistance animal in a dwelling unit operated under the City of Chandler Housing and Redevelopment Public Housing program is hereby made:

Type and Description of Animal

I have attached the following:

- ☐ Certificate signed by a licensed veterinarian or /local authority that the animal has received all inoculations required by or local law,
- ☐ Verification that the dog or cat has been spayed or neutered,
- ☐ Verification that the owner has the licenses required by the or local law,
- ☐ A photograph of the animal , to include the face and body of the animal
- ☐ Age, weight of the animal for identification purposes.

The animal that is approved is the animal that is allowed to live in the assisted unit. If the family replaces it for a different animal, the approval process must start from the beginning.

Designated alternate assistance animal custodian is:

Name

Phone

Name

Phone

Certification:

I have received, read, and fully understand the rules and regulations regarding keeping an assistance animal while I reside in the City of Chandler Public Housing, and I agree to abide by those rules and regulations. I understand that if I fail to comply with the rules and regulations, the City has the right to deny my assistance animal or terminate my assistance.

My signature below indicates that all information I have provided regarding an assistance animal is true and correct. I understand that submitting false or fraudulent information is cause for termination of my assistance.

Head of Household Signature

Date



Bed Bug Management Plan and Tenant Roles and Responsibilities

Bed bugs are a growing national problem, and as a result, this policy has been created for the City of Chandler Public Housing program. The purpose of this policy is to set forth the roles and responsibilities of all parties in minimizing the potential for bed bugs. The policy will also provide guidance in cases where bed bugs are present in order to eliminate them as quickly as possible.

Bed bugs are difficult to contain without the proper treatment; therefore, it is imperative that all parties work simultaneously towards a common goal to extermination and elimination. Left untreated bed bugs can spread throughout a residence affecting current and future tenants.

City of Chandler Roles and Responsibilities:

Upon notification from the tenant, the City of Chandler Housing and Redevelopment Division (the "COCHRD") staff will contact the pest control contractor to perform an initial inspection of the tenant's residence. If it is determined that bed bugs are present, the COCHRD will provide the tenant with the "Bed Bug Management Plan and Tenant Roles and Responsibilities" document. The above document will be explained to the tenant to ensure understanding and compliance prior to treatment. In addition, COCHRD staff will secure the tenant's signature indicating understanding of the document. Upon successful completion by the tenant of their roles and responsibilities, COCHRD staff will contact the pest control contractor to professionally treat the residence and perform follow-up to ensure treatment was successful.

In order to educate tenants and minimize potential for the presence of bed bugs, the Bed Bug Management Plan and Tenant Roles and Responsibilities document provided to the tenant includes Bed Bug Prevention Tips as an attachment.

Tenant Roles and Responsibilities:

HUD regulations require the tenant's cooperation in order to successfully eliminate the presence of bed bugs; therefore, it is the tenant's responsibility to call in a work order as soon as the presence of bed bugs is suspected. This will allow COCHRD staff to address the potential infestation at its onset and before it affects other tenants.

In addition, the tenant must be onsite when the initial inspection is conducted.

If it is determined by the pest control contractor that bed bugs are present, the tenant must complete all items listed on the “Tenant Roles and Responsibilities” prior to treatment and as soon as possible. This will help to minimize the severity of bed bug presence and resolve the problem quickly. A tenant may be deemed in violation of the lease agreement if they fail to fully cooperate and comply with their roles and responsibilities.

Bed Bug Policy Attachments

- Tenant Roles and Responsibilities
- Prevention Tips

If it has been determined, based on the inspection of the tenant’s residence that bed bugs are present, professional treatment is required. Bed bugs are a problem that can only be solved when both parties (landlord and tenant) work simultaneously towards a common goal, to extermination and elimination. HUD regulations require the tenant’s cooperation in order to successfully eliminate the presence of bed bugs. Without proper treatment, bed bugs are difficult to contain and have the potential to infest neighboring housing units. In addition, if a tenant relocates and the proper treatment has not taken place, the bed bugs will move with the tenant as bed bugs can be carried in furniture, bedding, clothing, etc. COCHRD will not be responsible for the reimbursement and/or replacement of any tenant furniture, clothing, household items, and medical expenses.

The following plan outlines the roles and responsibilities of City of Chandler Housing and Redevelopment Office (landlord) and the tenant in the treatment of bed bugs:

COCHRD Office Responsibilities:

- Within twenty-four (24) hours of receipt of a work order for bed bugs, a housing representative will make contact with the tenant, provide information about control and prevention of bedbugs, and discuss measures the tenant may be able to take in the unit before the inspection is performed.
- Inspect residence and surrounding units for infestation within three (3) business days of receipt of work order. The inspection will be conducted by a housing representative or a qualified third party trained in bedbug detection.
- If reputable, licensed pest control companies are unattainable within 3 calendar days, documentation of the efforts to obtain qualified services will be retained.
- If an infestation is suspected but cannot be verified, the unit(s) will be re-inspected periodically over the next several months.
- When an infestation is identified, the unit and surrounding units will be treated for bedbugs within five days of the inspection at no cost to the tenant. Effective treatment may require two or three visits, and possibly more. The length, method, and extent of

the treatment will depend on the severity and complexity of the infestation, and the level of cooperation of the tenants.

Tenant Responsibilities:

- Immediately, within twenty-four (24) hours, report the suspicion of possible bedbugs in a housing unit or other areas of the property by calling in a work order request.
- For treatment to be effective, tenant must perform the tasks listed below prior to the scheduled treatment date. COCHRD staff encourages tenant to complete items listed as soon as possible in order to minimize severity of bed bug presence and resolve the problem quickly.
- Tenant is expected to cooperate with the treatment efforts by allowing for heat treatment of clothing and furniture and refraining from placement of infested furniture or other items in common areas.
- Remove all sheets, blankets, mattress covers, pillowcases, etc. from beds and wash in hot water (120+ degrees recommended) and dry in clothes dryer on the highest heat setting for at least 30 minutes. Fold them and place them in plastic garbage bags and seal the plastic bags tightly. Do not put them back on the bed until the evening after treatment.
- Closets, dresser drawers, and night stand drawers must be empty. Remove all clothing, toys, boxes, etc. from bedroom floors.
- Wash all clothing, towels, and other linens in hot water (120+ degrees recommended) and dry in the dryer on the highest heat setting for at least 30 minutes. Place clean items inside airtight plastic storage bins or plastic garbage bags that are sealed tightly and store until after treatment.
- Vacuum (using disposable vacuum cleaner bags) all furniture, dresser drawers, night stand drawers, mattresses, and box springs. Place disposable vacuum cleaner bag inside plastic garbage bag that is sealed tightly and discard in outdoor trash receptacle immediately.
- Move all furniture to the center of the room(s) being treated.
- Discard all cardboard hangers, boxes, etc.
- Remove all pictures from walls.
- Place all bed bug mattress encasements on all beds. The bed bug mattress encasement is an effective bed bug killer when combined with treatment and must remain on the mattress for at least one year. If the mattress or box spring encasement becomes torn or damaged it is the tenant's responsibility to replace.
- Discarded mattresses, box springs, furniture, etc. must be removed from the premises and marked as containing bed bugs. Please do not place bed bug materials in dumpsters rather set materials near dumpster and call City's Housing Office for a pick up.
- Remain out of the residence for four hours after treatment (includes all household

members and pets).

- Furniture that does not respond to a third treatment must be disposed of.
- Tenant will not be reimbursed the cost of any additional expense to the household, such as purchase of new furniture, clothing or cleaning.

Tenant Failure to Comply:

If treatment is scheduled and it is determined that tenant has not performed the above stated responsibilities, the following will occur:

- Treatment will be cancelled.
- Failure to cooperate with the treatment efforts and Tenant Responsibilities listed in this procedure will constitute a Lease violation and may be subject to termination of assistance.



Bed Bug Prevention Tips

(Reference: PIH Notice 2012-17)

- Reduce unreasonable amounts of clutter that create hiding places for bedbugs.
- Wash all bedding and linens regularly in hot water. The water should be at least 120 degrees.
- Use bed bug encasements on all mattresses and box springs.
- Regularly check your own bed for bed bugs from time to time. Catching them early will make bedbug treatment easier if bed bugs do occur.
- Inspect in and around all sleeping and resting areas at home once a month.
- Vacuum floors regularly. Use the brush tool of your vacuum to vacuum your mattress. Use the crevice tool to vacuum crevices in the mattress and your baseboards.
- Clean up clutter to reduce hiding spots.
- Check for holes in floors and walls and contact the City's Housing Office to repair any holes discovered.
- When purchasing second hand clothing, place all garments in a sealed bag until they can be washed and place in a dryer on high heat for 15 to 30 minutes.
- If you purchase furniture, examine it for bed bugs. Pay special attention to used mattresses and bed frames. Avoid second hand furniture.
- When traveling, check your room for signs of bed bugs such as bloodstains on the pillows or linens. Inspect mattress seams, look behind headboards and pictures. If you suspect you may have brought bed bugs home, place infected items in the dryer or freezer.
- After you return from a trip, check your luggage for insects that might have hitched a ride.



Tenant Statement of Certification for Bed Bug Policy, Bed Bug Management Plan, and Tenant Roles and Responsibilities

I, _____, certify that I have received a copy, read, and understand the Bed Bug Policy, Bed Bug Management Plan and Tenant Roles and Responsibilities and Bed Bug Prevention Tips as stated above and agree to perform them in order to successfully eliminate the presence of bed bugs.

I understand that noncompliance with this policy will be cause to review my assistance for termination.

Head of Household Signature

Date



Community Service Policy Compliance Certification

I/We have received a copy of, have read, and understand the contents of the City of Chandler Housing and Redevelopment's Community Service Policy.

I/We understand that this is a requirement of the Quality Housing and Work Responsibility Act of 1998 and that, if we do not comply with this requirement, our lease will not be renewed.

Head of Household Signature

Date

Other Household Member Signature

Date

Other Household Member Signature

Date

Other Household Member Signature

Date

Other Household Member Signature

Date



Community Service Policy

Introduction

This chapter explains HUD regulations requiring PHAs to implement a community service program for all nonexempt adults living in public housing.

This chapter describes HUD regulations and PHA policies related to these topics in two parts:

Part I: Community Service Requirements. This part describes who is subject to the community service requirement, who is exempt, and HUD's definition of economic self-sufficiency.

Part II: PHA Implementation of Community Service. This part provides PHA policy regarding PHA implementation and program design.

PART I: COMMUNITY SERVICE REQUIREMENT

Overview

HUD regulations pertaining to the community service requirement are contained in 24 CFR 960 Subpart F (§960.600 through §960.609). PHAs and residents must comply with the community service requirement, effective with PHA fiscal years that commenced on or after October 1, 2000. Per §903.7(l)(1)(iii), the PHA Plan must contain a statement of how the PHA will comply with the community service requirement, including any cooperative agreement that the PHA has entered into or plans to enter into.

Community service is the performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities [24 CFR §960.601(b)].

In administering community service requirements, the PHA must comply with all nondiscrimination and equal opportunity requirements [24 CFR §960.605(c)(5)].

Requirements

Each adult resident of the PHA, who is not exempt, must [24 CFR §960.603(a)]:

- Contribute 8 hours per month of community service; or
- Participate in an economic self-sufficiency program (as defined in the regulations) for 8 hours per month; or
- Perform 8 hours per month of combined activities (community service and economic self-sufficiency programs).

- The required community service or self-sufficiency activity may be completed 8 hours each month or may be aggregated across a year. Any blocking of hours is acceptable as long as 96 hours is completed by each annual certification of compliance [Notice PIH 2015-12].

Definitions

Exempt Individual [24 CFR §960.601(b), Notice PIH2015-12]

An *exempt individual* is an adult who:

- Is age 62 years or older
- Is blind or disabled (as defined under section 216[i][I] or 1614 of the Social Security Act), and who certifies that because of this disability s/he is unable to comply with the service provisions
- Is a primary caretaker of such an individual
- Is engaged in work activities

PHA Policy

The PHA will consider 30 hours per week as the minimum number of hours needed to qualify for a work activity exemption.

- Is able to meet requirements of being exempted under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which the PHA is located, including a state-administered welfare-to-work program
- This exemption applied to anyone whose characteristics or family situation meet the welfare agency exemption criteria and can be verified.
- Is a member of a family receiving assistance, benefits, or services under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which the PHA is located, including a state-administered welfare-to-work program and the supplemental nutrition assistance program (SNAP), and has not been found by the state or other administering entity to be in noncompliance with such program.

Community Service [24 CFR §960.601(b), Notice PIH2015-12]

Community service is the performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities.

Eligible community service activities include, but are not limited to, work at:

- Local public or nonprofit institutions such as schools, head start programs, before or after school programs, child care centers, hospitals, clinics, hospices, nursing homes, recreation centers, senior centers, adult day care programs, homeless shelters, feeding programs, food banks, distribution either donated or commodity foods), or clothes closets,(distributing donated clothing.).
- Nonprofit organizations serving PHA residents or their children such as: Boy or Girl Scouts, Boys or Girls Club, 4-H clubs, Police Assistance League (PAL), organized children's recreation, mentoring or education programs, Big Brothers or Big Sisters, garden centers, community clean-up programs, beautification programs.
- Programs funded under the Older Americans Act, such as Green Thumb Service Corps of Retired Executives, senior meals programs, senior centers, Meals on Wheels.

- Serve as member of the resident organization (Tenant Community Builders) or resident advisory board.
- Public or nonprofit organizations dedicated to seniors, youth, children, residents, citizens, special-needs populations or with missions to enhance the environment, historic resources, cultural identities, neighborhoods, or performing arts
- Caring for the children of other residents so parent may volunteer.

PHA Policy

Community Service must be only in the City of Chandler or serving citizens from the City of Chandler.

Economic Self-Sufficiency Program [24 CFR §5.603(b), Notice PIH 2015-12]

For purposes of satisfying the community service requirement, an *economic self-sufficiency program* is defined by HUD as any program designed to encourage, assist, train, or facilitate economic independence of assisted families or to provide work for such families.

Eligible self-sufficiency activities include but are not limited to:

- Job readiness or job training
- Training programs through local one-stop career centers, workforce investment boards (local entities administered through the U.S. Department of Labor), or other training providers
- Employment counseling, work placement, or basic skills training
- Education, including higher education (junior college or college), GED classes, or reading financial, or computer literacy classes
- Apprenticeships (formal or informal)
- English proficiency or English as a second language classes
- Budgeting and credit counseling
- Any other program necessary to ready a participant to work (such as substance abuse or mental health counseling)

Work Activities [42 U.S.C. 607(d)]

As it relates to an exemption from the community service requirement, *work activities* means:

- Unsubsidized employment
- Subsidized private sector employment
- Subsidized public sector employment
- Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available
- On-the-job training
- Job search and job readiness assistance
- Community service programs
- Vocational educational training (not to exceed 12 months with respect to any individual)

- Job skills training directly related to employment
- Education directly related to employment, in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency
- Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate

Notification Requirements [24 CFR §960.605(c)(2), Notice PIH2015-12, Notice PIH 2016-06]

The PHA must give each family a written description of the community service requirement, the process for claiming status as an exempt person, and the process for PHA verification of exempt status. The PHA must also notify the family of its determination identifying the family members who are subject to the service requirement, and the family members who are exempt. In addition, the family must sign a certification, such as Attachment A of Notice PIH 2015-12, that they have received and read the policy and understand that if they are not exempt, failure to comply with the requirement will result in nonrenewal of their lease. The family must also sign a certification at annual reexamination, such as Attachment B of Notice PIH 2015-12, certifying that they understand the requirement.

PHA Policy

The PHA will provide the family with a copy of the Community Service Policy at lease-up, lease renewal, when a family member is determined to be subject to the community service requirement during the lease term, and at any time upon the family's request. The policy will notify the family that self-certification forms are subject to review by the PHA.

On an annual basis, at the time of lease renewal, the PHA will notify the family in writing of the family members who are subject to the community service requirement and the family members who are exempt. If the family includes nonexempt individuals the notice will include a list of agencies in the community that provide volunteer and/or training opportunities, as well as a documentation form on which they may record the activities they perform and the number of hours contributed. The form will also have a place for a signature by an appropriate official, who will certify to the activities and hours completed.

Determination of Exemption Status and Compliance [24 CFR §960.605(c)(3)]

The PHA must review and verify family compliance with service requirements annually at least thirty days before the end of the twelve month lease term. The policy for documentation and verification of compliance with service requirements may be found at Section 11-I.D., Documentation and Verification.

PHA Policy

Where the lease term does not coincide with the effective date of the annual reexamination, the PHA will change the effective date of the annual reexamination to coincide with the lease term. In making this change, the PHA will ensure that the annual reexamination is conducted within 12 months of the last annual reexamination.

Annual Determination

Determination of Exemption Status

An exempt individual is excused from the community service requirement [24 CFR §960.603(a)].

PHA Policy

At least 60 days prior to lease renewal, the PHA will review and verify the exemption status of all adult family members. This verification will only be done on an annual basis unless the family reports a change or the PHA has reason to believe that an individual's exemption status has changed. For individuals who are exempt because they are 62 years of age and older, or disabled, verification of exemption status will be done only at the initial examination.

Upon completion of the verification process, the PHA will notify the family of its determination in accordance with the policy in Section 11-I.B., Notification Requirements.

Determination of Compliance

The PHA must review resident family compliance with service requirements annually at least 30 days before the end of the 12-month lease term [24 CFR §960.605(c)(3)]. As part of this review, the PHA must verify that any family member that is not exempt from the community service requirement has met his or her service obligation.

PHA Policy

Approximately 90-120 days prior to the end of the lease term, the PHA will provide written notice requiring the family to submit documentation that all subject family members have complied with the service requirement. The family will have 10 business days to submit the PHA required documentation form(s).

If the family fails to submit the required documentation within the required timeframe, or PHA approved extension, the subject family members will be considered noncompliant with community service requirements, and notices of noncompliance will be issued pursuant to the policies in Section 11-I.E., Noncompliance.

Change in Status between Annual Determinations

PHA Policy

Exempt to Nonexempt Status: If an exempt individual becomes nonexempt during the twelve month-lease term, it is the family's responsibility to report this change to the PHA within 10 business days. Within 10 business days of a family reporting such a change, or the PHA determining such a change is necessary, the PHA will provide written notice of the effective date of the requirement, a list of agencies in the community that provide volunteer and/or training opportunities, as well as a documentation form on which the family member may record the activities performed and number of hours contributed. The effective date of the community service requirement will be the first of the month following 30-day notice.

Determination of Initial Compliance

When an adult family member becomes subject to community service, he or she must perform 8 hours of community service for the months he or she is subject to the requirement before the end of the lease term (anniversary date).

Example 1: Alberto Jones turns 18 on 5/10/15 and is not exempt from the community service requirement. His community service requirement begins on 6/1/15, and his initial compliance is reviewed before the end of the lease term (anniversary date), which is 11/30/15.

Alberto must perform 6 months of community service in his initial compliance period, before the end of the lease term (anniversary date).

Example 2: Lisa Dewhurst leaves her job on 9/20/14 and is not exempt from the community service requirement. Her community service requirement begins on 10/1/14, and her initial compliance is reviewed before the end of the lease term (anniversary date), which is 6/30/15. Ms. Dewhurst must perform 9 months of community service in her initial compliance period, before the end of the lease term (anniversary date).

Nonexempt to Exempt Status

If a nonexempt person becomes exempt during the twelve month lease term, it is the family's responsibility to report this change to the PHA within 10 business days. Any claim of exemption will be verified by the PHA in accordance with the policy at 11-I.D., Documentation and Verification of Exemption Status.

Within 10 business days of a family reporting such a change, or the PHA determining such a change is necessary, the PHA will provide the family written notice that the family member is no longer subject to the community service requirement, if the PHA is able to verify the exemption.

The exemption will be effective immediately.

Documentation and Verification [24 CFR §960.605(c)(4), §960.607, Notice PIH 2016-08]

The PHA must retain reasonable documentation of service requirement performance or exemption in participant files.

Documentation and Verification of Exemption Status

PHA Policy

All family members who claim they are exempt from the community service requirement will be required to sign the community service exemption certification form found in Exhibit 11-3. The PHA will provide a completed copy to the family and will keep a copy in the tenant file.

The PHA will verify that an individual is exempt from the community service requirement by following the verification hierarchy and documentation requirements in Chapter 7.

The PHA makes the final determination whether or not to grant an exemption from the community service requirement. If a resident does not agree with the PHA's determination, s/he can dispute the decision through the PHA's grievance procedures (see Chapter 14).

Documentation and Verification of Compliance

At each regularly scheduled reexamination, each nonexempt family member presents a signed standardized certification form developed by the PHA of community service and self-sufficiency activities performed over the last 12 months [Notice PIH 2015-12].

If qualifying community service activities are administered by an organization other than the PHA, a family member who is required to fulfill a service requirement must provide documentation required by the PHA. The PHA may require a self-certification or certification form a third party [24 CFR §960.607].

If the PHA accepts self-certification of compliance with the community service requirement, it must provide a form which includes a statement that the client performed the required hours, contact information for the community service provider, a description of activities performed, and dates of service.

If the PHA accepts self-certification, it must validate a sample of certifications through third-party documentation. The PHA must notify families that self-certification forms are available and that a sample of self-certifications will be validated.

HUD strongly encourages PHAs to investigate community service compliance when there are questions of accuracy.

PHA Policy

Each individual who is subject to the community service requirement will be required to record their community service or self-sufficiency activities and the number of hours contributed on the required form. The certification form will also include places for signatures and phone numbers of supervisors, instructors, and counselors certifying to the number of hours contributed.

Families will be required to submit the documentation to the PHA, upon request by the PHA, at least annually.

If the PHA has reasonable cause to believe that the certification provided by the family is false or fraudulent, the PHA has the right to require additional third-party verification.

Noncompliance

Noncompliant Residents

The lease specifies that it is renewed automatically for all purposes, unless the family fails to comply with the community service requirement. Violation of the service requirement is grounds for nonrenewal of the lease at the end of the twelve-month lease term, but not for termination of tenancy during the course of the twelve-month lease term [24 CFR §960.603(b)].

PHAs may not evict a family due to CSSR noncompliance. However, if PHA finds a tenant is noncompliant with CSSR, the PHA must provide written notification to the tenant of the noncompliance which must include:

- A brief description of the finding of non-compliance with CSSR.
- A statement that the PHA will not renew the lease at the end of the current 12-month lease term unless the tenant enters into a written work-out agreement with the PHA, or the family provides written assurance that is satisfactory to the PHA explaining that the tenant or other noncompliant resident no longer resides in the unit.
 - Such written work-out agreement must include the means through which a noncompliant family member will comply with the CSSR requirement [24 CFR

The notice must also state that the tenant may request a grievance hearing on the PHA's determination, in accordance with the PHA's grievance procedures, and that the tenant may exercise any available judicial remedy to seek timely redress for the PHA's nonrenewal of the lease because of the PHA's determination.

PHA Policy

The notice of noncompliance will be sent at least 45 days prior to the end of the lease term.

The family will have 10 business days from the date of the notice of noncompliance to enter into a written work-out agreement to cure the noncompliance over the twelve-month term of the new lease, provide documentation that the noncompliant resident no longer resides in the unit, or to request a grievance hearing.

If the family reports that a noncompliant family member is no longer residing in the unit, the family must provide documentation that the family member has actually vacated the unit before the PHA will agree to continued occupancy of the family. Documentation must consist of a certification signed by the head of household as well as evidence of the current address of the family member that previously resided with them.

If the family does not request a grievance hearing or does not take either corrective action required by the notice of noncompliance within the required 10 business day timeframe, the PHA will terminate tenancy in accordance with the policies in Section 13-IV.D.

Continued Noncompliance and Enforcement Documentation [24 CFR §960.607(b)]

Should a family member refuse to sign a written work-out agreement or fail to comply with the terms of the work-out agreement, PHAs are required to initiate termination of tenancy proceedings at the end of the current 12-month lease (see 24 CFR §966.53(c)) for failure to comply with lease requirements. When initiating termination of tenancy proceedings, the PHA will provide the following procedural safeguards:

- Adequate notice to the tenant of the grounds for terminating the tenancy and for non-renewal of the lease;
- 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 present any affirmative legal or equitable defense which the tenant may have; and,
- A decision on the merits.

PHA Policy

Notices of continued noncompliance will be sent at least 30 days prior to the end of the lease term and will also serve as the family's termination notice. The notice will meet the requirements for termination notices described in Section 13-IV.D, Form, Delivery, and Content of the Notice.

The family will have 10 business days from the date of the notice of non-compliance to provide documentation that the noncompliant resident no longer resides in the unit, or to request a grievance hearing.

If the family reports that a noncompliant family member is no longer residing in the unit, the family must provide documentation that the family member has actually vacated the unit before the PHA

will agree to continued occupancy of the family. Documentation must consist of a certification signed by the head of household as well as evidence of the current address of the noncompliant family member that previously resided with them.

If the family does not request a grievance hearing or provide such documentation within the required 10 business day timeframe, the family's lease and tenancy will automatically terminate at the end of the current lease term without further notice.

PART II: IMPLEMENTATION OF COMMUNITY SERVICE

Overview

Each PHA must develop a policy for administration of the community service and economic self-sufficiency requirements for public housing. It is in the PHA's best interests to develop a viable, effective community service program, to provide residents the opportunity to engage in the community and to develop competencies.

PHA Implementation of Community Service

The PHA may not substitute any community service or self-sufficiency activities performed by residents for work ordinarily performed by PHA employees or replace a job at any location where residents perform activities to satisfy the service requirement [24 CFR §960.609].

PHA Policy

If a disabled resident certifies that s/he is able to perform community service, the PHA will ensure that requests for reasonable accommodation are handled in accordance with the policies in Chapter 2.

PHA Program Design

The PHA may administer qualifying community service or economic self-sufficiency activities directly or may make community service activities available through a contractor, or through partnerships with qualified organizations, including resident organizations, and community agencies or institutions [24 CFR §960.605(b)].

PHA Policy

The PHA will attempt to provide the broadest choice possible to residents as they choose community service activities.

The PHA's goal is to design a service program that gives residents viable opportunities to become involved in the community and to gain competencies and skills. The PHA will work with resident organizations and community organizations to design, implement, assess and recalibrate its community service program.

The PHA will make every effort to identify volunteer opportunities throughout the community, especially those in proximity to public housing developments. To the greatest extent possible, the PHA will provide names and contacts at agencies that can provide opportunities for residents, including persons with disabilities, to fulfill their community service obligations.

The PHA will provide in-house opportunities for volunteer work or self-sufficiency programs when possible.

If a member of the family is participating in the FSS program, the regular meetings with the FSS Specialist will satisfy community service activities.

Reference:

City of Chandler, Public Housing Admissions and Continued Occupancy Policy

Community Service and Self-Sufficiency

A. Background

The Quality Housing and Work Responsibility Act of 1998 requires that all nonexempt (see definitions) public housing adult residents (18 or older) contribute eight (8) hours per month of community service (volunteer work) or participate in eight (8) hours of training, counseling, classes or other activities that help an individual toward self-sufficiency and economic independence. This is a requirement of the public housing lease.

B. Definitions

Community Service – community service activities include, but are not limited to, work at:

- Local public or nonprofit institutions such as schools, head start programs, before or after school programs, child care centers, hospitals, clinics, hospices, nursing homes, recreation centers, senior centers, adult day care programs, homeless shelters, feeding programs, food banks (distributing either donated or commodity foods), or clothes closets (distributing donated clothing).
- Nonprofit organizations serving PHA residents or their children such as: Boy or Girl Scouts, Boys or Girls Club, 4-H clubs, Police Assistance League (PAL), organized children's recreation, mentoring or education programs, Big Brothers or Big Sisters, garden centers, community clean-up programs, beautification programs.
- Programs funded under the Older Americans Act, such as Green Thumb, Service Corps of Retired Executives, senior meals programs, senior centers, Meals on Wheels.
- Public or nonprofit organizations dedicated to seniors, youth, children, residents, citizens, special-needs populations or with missions to enhance the environment, historic resources, cultural identities, neighborhoods, or performing arts.
- PHA housing to improve grounds or provide gardens (so long as such work does not alter the PHA's insurance coverage); or work through resident organizations to help other residents with problems, including serving on the Resident Advisory Board.
- Care for the children of other residents so parent may volunteer.

NOTE: Political activity is not acceptable for community service.

PHA Policy

Community Service must be only in the City of Chandler or serving citizens from the City of Chandler.

Self-Sufficiency Activities – self-sufficiency activities include, but are not limited to:

- Job readiness or job training
- Training programs through local one-stop career centers, workforce investment boards (local entities administered through the U.S. Department of Labor), or other training providers
- Employment counseling, work placement, or basic skills training
- Education, including higher education (junior college or college) or reading, financial, or

computer literacy classes

- Apprenticeships (formal or informal)
- English proficiency or English as a second language classes
- Budgeting and credit counseling
- Any other program necessary to ready a participant to work (such as substance abuse or mental health counseling)

Exempt Adult – an adult member of the family who meets any of the following criteria:

- Is 62 years of age or older
- Is blind or a person with disabilities (as defined under section 216[i][I] or 1614 of the Social Security Act), and who certifies that because of this disability he or she is unable to comply with the service provisions, or is the primary caretaker of such an individual
- Is engaged in *work activities*
- Is able to meet requirements under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which the PHA is located, including a state-administered welfare-to-work program; or
- Is a member of a family receiving assistance, benefits, or services under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which the PHA is located, including a state-administered welfare-to-work program and the supplemental nutrition assistance program (SNAP), and has not been found by the state or other administering entity to be in noncompliance with such program.

PHAs can use reasonable guidelines in clarifying the work activities in coordination with TANF, as appropriate.

Work Activities – as it relates to an exemption from the community service requirement, *work activities* means:

- Unsubsidized employment
- Subsidized private sector employment
- Subsidized public sector employment
- Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available
- On-the-job training
- Job search and job readiness assistance
- Community service programs
- Vocational educational training (not to exceed 12 months with respect to any individual)
- Job skills training directly related to employment
- Education directly related to employment, in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency
- Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalency, in the case of a recipient who has not completed secondary school or received such a certificate

- Provision of childcare services to an individual who is participating in a community service Program

C. Requirements of the Program

1. The eight (8) hours per month may be either volunteer work or self-sufficiency program activity, or a combination of the two.
2. At least eight (8) hours of activity must be performed each month or may be aggregated across a year. Any blocking of hours is acceptable as long as 96 hours is completed by each annual certification of compliance.
3. Family obligation:
 - At lease execution, all adult members (18 or older) of a public housing resident family must:
 - Sign a certification (Attachment A) that they have received and read this policy and understand that if they are not exempt, failure to comply with the community service requirement will result in a nonrenewal of their lease; and
 - Declare if they are exempt. If exempt, they must complete the Exemption Form (Exhibit 11-3) and provide documentation of the exemption.
 - Upon written notice from the PHA, nonexempt family members must present complete documentation of activities performed during the applicable lease term. This documentation will include places for signatures of supervisors, instructors, or counselors, certifying to the number of hours contributed.
 - If a family member is found to be noncompliant at the end of the 12-month lease term, he or she, and the head of household, will be required to sign an agreement with the housing authority to make up the deficient hours over the next twelve (12) month period, or the lease will be terminated.
 - At annual reexamination, the family must also sign a certification certifying that they understand the community service requirement.
4. Change in exempt status:
 - If, during the twelve (12) month lease period, a nonexempt person becomes exempt, it is his or her responsibility to report this to the PHA and provide documentation of exempt status.
 - If, during the twelve (12) month lease period, an exempt person becomes nonexempt, it is his or her responsibility to report this to the PHA. Upon receipt of this information the PHA will provide the person with the appropriate documentation form(s) and a list of agencies in the community that provide volunteer and/or training opportunities.

D. Authority Obligation

1. To the greatest extent possible and practicable, the PHA will:
 - Provide names and contacts at agencies that can provide opportunities for residents, including residents with disabilities, to fulfill their community service obligations.
 - Provide in-house opportunities for volunteer work or self-sufficiency activities.
2. The PHA will provide the family with a copy of this policy, and all applicable exemption verification forms and community service documentation forms, at lease-up, lease renewal, when a family

member becomes subject to the community service requirement during the lease term, and at any time upon the family's request.

3. Although exempt family members will be required to submit documentation to support their exemption, the PHA will verify the exemption status in accordance with its verification policies. The PHA will make the final determination as to whether or not a family member is exempt from the community service requirement. Residents may use the PHA's grievance procedure if they disagree with the PHA's determination.
4. Noncompliance of family member:
 - At least thirty (30) days prior to the end of the 12-month lease term, the PHA will begin reviewing the exempt or nonexempt status and compliance of family members;
 - If, at the end of the initial 12-month lease term under which a family member is subject to the community service requirement, the PHA finds the family member to be noncompliant, the PHA will not renew the lease unless:
 - The head of household and any other noncompliant resident enter into a written agreement with the PHA, to make up the deficient hours over the next twelve (12) month period; or
 - The family provides written documentation satisfactory to the PHA that the noncompliant family member no longer resides in the unit.
 - If, at the end of the next 12-month lease term, the family member is still not compliant, a 30-day notice to terminate the lease will be issued and the entire family will have to vacate, unless the family provides written documentation satisfactory to the PHA that the noncompliant family member no longer resides in the unit;
 - The family may use the PHA's grievance procedure to dispute the lease termination.

All adult family members must sign and date below, certifying that they have read and received a copy of this Community Service and Self-Sufficiency Policy.

Head of Household Signature

Date

Other Household Member Signature

Date

Other Household Member Signature

Date

Other Household Member Signature

Date

Definition of a Person with a Disability Under Social Security Acts 216(i)(I) and Section 1416 (excerpt) for Purposes of Exemption from Community Service

Social Security Act:

216(i)(1): Except for purposes of sections 202(d), 202(e), 202(f), 223, and 225, the term “disability” means (A) inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or has lasted or can be expected to last for a continuous period of not less than 12 months, or (B) blindness; and the term “blindness” means central visual acuity of 20/200 or less in the better eye with the use of a correcting lens. An eye, which is accompanied by a limitation in the fields of vision such that the widest diameter of the visual field subtends an angle no greater than 20 degrees, shall be considered for purposes of this paragraph as having a central visual acuity of 20/200 or less.

Section 1416 (excerpt):

SEC. 1614. [42 U.S.C. 1382c] (a)(1) For purposes of this title, the term “aged, blind, or disabled individual” means an individual who—

(A) is 65 years of age or older, is blind (as determined under paragraph (2)), or is disabled (as determined under paragraph (3)), and

(B)(i) is a resident of the United States, and is either (I) a citizen or (II) an alien lawfully admitted for permanent residence or otherwise permanently residing in the United States under color of law (including any alien who is lawfully present in the United States as a result of the application of the provisions of section 212(d)(5) of the Immigration and Nationality Act), or

(ii) is a child who is a citizen of the United States and, who is living with a parent of the child who is a member of the Armed Forces of the United States assigned to permanent duty ashore outside the United States.

(2) An individual shall be considered to be blind for purposes of this title if he has central visual acuity of 20/200 or less in the better eye with the use of a correcting lens. An eye which is accompanied by a limitation in the fields of vision such that the widest diameter of the visual field subtends an angle no greater than 20 degrees shall be considered for purposes of the first sentence of this subsection as having a central visual acuity of 20/200 or less. An individual shall also be considered to be blind for purposes of this title if he is blind as defined under a State plan approved under title X or XVI as in effect for October 1972 and received aid under such plan (on the basis of blindness) for December 1973, so long as he is continuously blind as so defined.

(3)(A) Except as provided in subparagraph (C), an individual shall be considered to be disabled for purposes of this title if he is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve months.

PHA Determination of Exemption for Community Service

Family: _____

Adult family member: _____

This adult family member meets the requirements for being exempted from the PHA's community service requirement for the following reason:

- ☐ 62 years of age or older. *(Documentation of age in file)*
- ☐ Is a person with disabilities and self-certifies below that he or she is unable to comply with the community service requirement. *(Documentation of HUD definition of disability in file)*

Tenant certification: I am a person with disabilities and am unable to comply with the community service requirement.

Family Member Signature

Date

- ☐ Is the primary caretaker of such an individual in the above category. *(Documentation in file)*
- ☐ Is engaged in work activities. *(Employment Verification in file)*
- ☐ Is able to meet requirements under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which the PHA is located, including a state-administered welfare-to-work *(Documentation in file)*
- ☐ Is a member of a family receiving assistance, benefits, or services under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which the PHA is located, including a state-administered welfare-to-work program and the supplemental nutrition assistance program (SNAP), and has not been found by the state or other administering entity to be in noncompliance with such program *(Documentation in file)*

Head of Household Signature

Date

Housing Specialist Signature

Date



Grievance Procedure for Conventional and Scattered Site Public Housing Programs

The purpose of this grievance procedure is to set forth the requirements, standards and criteria established and implemented by the City of Chandler Housing and Redevelopment Division (hereafter referred to as the PHA) to assure that tenants in the Conventional and Scattered Site public housing program are afforded an opportunity for a hearing if the individual disputes, within a reasonable time, any action or failure to act involving the tenant's lease with the PHA or a PHA regulation which adversely affects the individual's tenant rights, duties, welfare or status.

This procedure is meant to be used in conjunction with the City of Chandler Housing and Redevelopment Admissions and Continued Occupancy Policy (ACOP), Chapter 14, Part III.

Applicability

The grievance procedure outlined herein shall be applicable to all individual grievances, as defined by HUD as a tenant and resident organization, between the tenant and the PHA.

This grievance procedure shall not apply to any grievance concerning an eviction or termination of tenancy based upon any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the PHA or any drug-related criminal activity on or off the premises. This procedure shall apply to all other eviction actions.

This grievance procedure shall not be applicable to:

- A. disputes between tenants not involving the PHA, or to class grievances.
- 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.

This grievance procedure is incorporated 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, setting forth 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)].

Due Process Determination

The PHA is located in a HUD-declared due process state. Therefore, the PHA will not offer grievance hearings for lease terminations involving:

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

(See City of Chandler, Admissions and Continued Occupancy Policy (ACOP), chapter 14-III.C. Applicability; [24 CFR 966.51])

The PHA may evict the occupants of the dwelling unit through the judicial eviction procedures, which are the subject of the determination. In this case, the PHA is not required to provide the opportunity for a hearing under the PHA's administrative grievance procedure.

Definitions

- A. Grievance shall mean 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.
- B. Complainant shall mean any tenant in the Conventional or Scattered Site program whose grievance is presented to the PHA.
- C. Due process determination means 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. HUD has issued a due process determination that entitles the PHA to exclude from the PHA administrative grievance any grievance concerning a termination of tenancy or eviction that involves criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the PHA or any drug-related criminal activity on or near such premises.
- D. Elements of due process means an eviction action or a termination of tenancy in a State or local court in which the following procedures are required:

1. Adequate notice to the tenant of the grounds for terminating the tenancy and eviction;
 2. Right of the tenant to be represented by counsel;
 3. 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;
 4. Right of the tenant to examine, before the grievance hearing, any PHA documents including records and regulations that are directly relevant to the hearing.
 5. A decision on the merits.
- E. Hearing Officer means an impartial person selected to hear grievances and render a decision with respect thereto.
- F. Hearing Panel means a panel selected to hear grievances and render a decision with respect thereto.
- G. Informal settlement conference shall mean a meeting between the complainant and the Housing and Redevelopment Senior Manager and or their designated representative. The PHA has sole discretion to determine the method of conducting the informal settlement conference. Included in the methods are remotely, in-person, or telephonic conference.
- H. Informal hearing shall mean a due process hearing before an impartial hearing officer, who may be an employee or official of the PHA who is not involved in the day-to-day administration of the public housing program.
- I. Tenant means the adult person (or persons) (other than a live-in aide):
1. 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,
 2. Who resides in the unit, and who is the remaining head of household of the tenant family residing in the dwelling unit.
- J. Resident organization includes a resident management corporation.

Grievance Process

The grievance process shall consist of all these three (3) steps:

1. Filing of a grievance with the PHA;
2. Meeting with Housing Division Management in an informal settlement conference;
and
3. If the issue is still not resolved, the holding of an informal hearing.

Informal Settlement of Grievance

The PHA has the option to conduct the informal settlement via writing only, or it may be conducted remotely, telephonically, or in person. The PHA has the sole discretion regarding the method of an informal settlement.

A request for an informal grievance settlement will be accepted by the PHA orally or in writing, including email requests. The request should include the reason(s) for the appeal. The request shall be signed and dated by the tenant, no later than ten (10) working days after the receipt of determination giving rise to the Grievance, so that the grievance may be discussed informally and settled without a hearing.

Grievances related to complaints about operations matters that are received by the PHA's central office will be referred to the Housing Assistance Senior Program Manager. Grievances involving complaints related to discrimination, harassment, or disability rights will be referred to the Housing and Redevelopment Senior Manager.

As soon as the grievance is received, it will be reviewed by the COCHRD management team or delegate to be certain that neither of the exclusions in "APPLICABILITY" applies to the grievance. Should one of the exclusions apply, the complainant will be notified in writing that the matter raised is not subject to the PHA's grievance procedure with the reason specified.

Notification to Tenant

If neither of the exclusions cited above apply, the complainant will be contacted by mail or email **within 10 business days** to arrange a mutually convenient time to meet so the grievance may be discussed informally and settled without a hearing. At the informal settlement, the complainant will present the grievance and the person in charge of the management office or the Civil Rights Administrator will attempt to settle the grievance to the satisfaction of both parties.

The notification will include the following:

- A. Acknowledgment of the request for informal grievance settlement meeting
- B. Method of conducting the meeting (in-person, remotely, in-person, or telephonically)
- C. Date and time of the settlement meeting

The notification will include instructions to the tenant as well as the outcome for failure to attend.

- A. If telephonic, the tenant must accept the phone call at the designated time.
- B. If via remote process, the tenant must be online and access the email invitation to the online meeting.
- C. If in-person, the tenant must be on time for the meeting.

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.

Failure to attend the informal grievance settlement meeting does not affect the tenant's right to request a formal hearing.

Informal Grievance Settlement Determination

After the informal settlement meeting, a summary of such discussion shall be prepared in writing within five (5) business days and one copy shall be given to the tenant and one retained in the PHA's tenant file. The summary shall specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complainant and the specific reasons therefore and shall specify the procedures by which a hearing may be obtained if the complainant is not satisfied. All grievances and copies shall be signed and dated at time of receipt by the PHA.

Procedures to Obtain a Hearing

If the complainant is not satisfied with the PHA's response, the complainant shall submit a written request for a hearing to the PHA within ten (10) days after receipt of the summary of discussion.

The written request shall specify:

- A. The nature of the grievance and grounds upon which it is based; and
- B. The action or relief sought.

Within ten (10) working days after receipt of the request, the PHA shall contact the complainant to schedule 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 shall be delivered to the complainant and the appropriate PHA official. The PHA shall expeditiously forward the complainant's file to the person appointed as hearing officer.

Selection of Hearing Officer or Hearing Panel

A grievance hearing shall be conducted by an impartial person or persons who are appointed by the PHA, other than a person who made or approved the PHA action under review or a subordinate of such person. Such individual or individuals do not need legal training. PHAs must describe their policies for selection of a hearing officer in their lease forms as required by §966.4. This person may be an officer of the PHA or an employee of the PHA or contractor, or another PHA. The PHA must include the method of selection in the Public Housing lease.

Failure to Request Hearing

If the tenant fails to request a hearing, the PHA informal grievance summary and/or eviction action is final. Failure to request a hearing does not constitute a waiver by the tenant of his/her right to contest the action in a court of law.

Expedited Grievance Procedure

Currently, the PHA does not offer expedited grievances

Scheduling Hearings [24 CFR 966.56(a) and (b)]

When a complainant submits a timely request for a grievance hearing, within ten (10) business days, the PHA will contact the complainant and the hearing officer to schedule the hearing as expeditiously as possible.

The PHA staff member will send written notice of the hearing date and time to the complainant. Notice to the complainant will be in writing, either personally delivered to the complainant, or sent by mail or email, return receipt requested.

The notice will include the following:

- A. Acknowledgment of the request for informal grievance settlement meeting
- B. Method of conducting the meeting (in-person, remotely, in-person, or telephonically)
- C. Date and time of the settlement meeting
- D. That the PHA will provide technical assistance prior to and during the hearing, if needed; and
- E. 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 tenant may request to reschedule a hearing on a one-time basis. Should the complainant need to reschedule a second time, he or she may 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 prior to the hearing date.

Remote Hearings

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

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

Remote hearings as a standard of customer service and convenience, will allow the PHA to provide a reasonable accommodation for a person with a disability, if an applicant does not have childcare 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.

Conducting Remote Grievance Hearings [PIH 2020-32; 28 CFR §35.104]

The PHA must ensure that the tenant has the right to hear and be heard.

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.

COCHRD ACOP, Chapter 14-III.G., Remote Hearings, Conducting Remote Grievances Hearings, includes the following local policy:

PHA Policy

The PHA will conduct remote grievance hearings via videoconferencing or telephone conferencing.

If the grievance will be conducted via videoconferencing, the PHA will ensure the following:

- All tenants, tenant's representatives, witnesses, and PHA representatives can adequately access the platform (i.e., hear, be heard, see, and be seen).
- All parties who must have necessary documentation from the PHA have received it and makes it available for the grievance via hand delivery, US mail, and/or email.
- At least 48 hours in advance of the grievance, all parties have received the documentation to be presented.
- At least 48 to 72 hours in advance of the grievance, all parties have received information on how to access the video or telephone conference.
 - At least 24 hours before the scheduled hearing, the PHA has tested the access with the participants to ensure on the day and time of the grievance, delays due to inability to access will be at a minimum.

Procedures Governing the Hearing [24 CFR §966.56]

24 CFR §966.56 (a) states, "The hearing must be scheduled promptly for a time and place reasonably convenient to both the complainant and the PHA and held before a hearing officer.

A written notification specifying the time, place, and the procedures governing the hearing must be delivered to the complainant and the appropriate official.

The hearing shall be held before a hearing officer or hearing panel, as appropriate. The complainant shall be afforded a fair hearing under the elements of due process, which will include:

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

- B. 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.
- C. The right to a private hearing unless the complainant 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 pertinent to the facts and issues raised by the complaint, and to question any witnesses.

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

If the complainant or the PHA fails to appear at a scheduled hearing, the hearing officer or hearing panel may make a determination to postpone the hearing not to exceed five business days or may make a determination that the party has waived his right to a hearing.

- A. If the tenant does not appear at the scheduled time of the hearing, the hearing officer will wait up to 20 minutes. If the tenant appears within 20 minutes of the scheduled time, the hearing will be held. If the tenant does not arrive within 20 minutes of the scheduled time, they will be considered to have failed to appear.
- B. 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.
- C. "Good cause" is defined as an unavoidable conflict, which seriously affects the health, safety, or welfare of the family.

Both the complainant and the PHA shall be notified of the determination by the hearing officer or hearing panel: provided that a determination that the complainant has waived his right to a hearing shall 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.

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.

The hearing officer shall require the PHA, the complainant, counsel and other participants to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party as appropriate.

The decision of the hearing officer must be in writing, must be based solely on evidence provided at the hearing, and must state the legal and evidentiary grounds for the decision.

Copies of the decision shall be provided to the PHA and the complainant not later than ten (10) working days after the hearing. To the extent that the decision is not inconsistent with state law, the United States Housing Act of 1937, as amended; HUD regulations and requirements promulgated thereunder; the PHA Annual Contributions Contract; or the Dwelling Lease and Occupancy Policy of the Conventional housing program; the decision of the hearing officer shall be binding on the PHA and the complainant, provided, however, that nothing contained in this grievance procedure shall preclude a complainant from exercising other rights if the complainant believes he/she is being discriminated against on the basis of race, color, creed, religion, sex or national origin.

Accommodations of Persons with Disabilities

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 must be in an accessible format. [24 CFR 966.56(f)]

Ensuring Accessibility for Persons with Disabilities and LEP Individuals

As with in-person informal settlement of Grievances and hearings, the method for conducting remote informal settlement of Grievances and hearings must be accessible to persons with disabilities and the settlement/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 settlement of Grievances and hearings.

PHAs are required to make reasonable accommodations in policies, practices, and procedures to ensure persons with disabilities have a full and equal opportunity to participate in and benefit from all aspects of the informal settlement/hearing process. See Chapter 2 for a more detailed discussion of reasonable accommodation requirements.

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

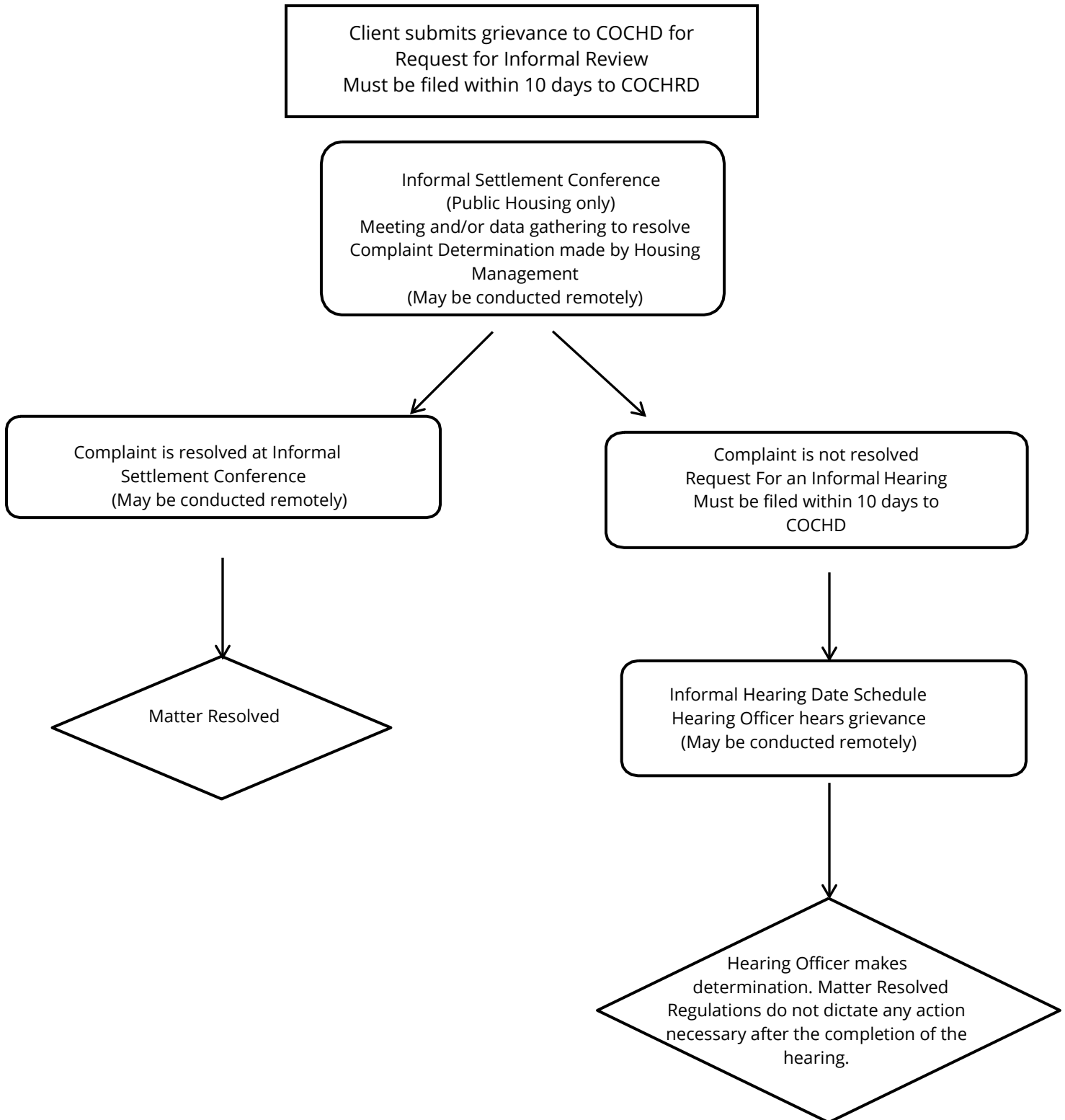
Due to the individualized nature of disability, the appropriate auxiliary aid or service necessary, or reasonable accommodation, will depend on the specific circumstances and requirements.

As with in-person settlements/hearings, Limited English Proficiency (LEP) requirements also apply to remote informal settlements/hearings, including the use of interpretation services and document translation. See ACOP, Chapter 2 for a more thorough discussion of accessibility and LEP requirements, all of which apply in the context of remote informal settlements/hearings, as well as "Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons," issued January 22, 2007, and available at:

portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/promotingfh/lep-faq.

Grievance Process

City of Chandler Housing and Redevelopment Division (COCHRD)





Landscaping Policy Scattered Site Housing

The City of Chandler Housing and Redevelopment Division is pleased to provide well maintained housing that adds to the overall quality of the neighborhoods where their homes are located. The purpose of this policy is to make certain that tenants are aware of their responsibilities as they pertain to maintaining the visual appearance of their residence.

Tenant Responsibilities

All tenants on the City of Chandler Housing and Redevelopment Division Scattered Site dwelling lease shall comply with the following:

Tenants will be responsible for the upkeep and maintenance of all areas of landscaping on the dwelling premises including but not limited to the front, sides, back yards and alleyways. This includes maintaining sidewalk, patios and driveways to be free of vegetation, rocks, and debris.

1. Tenants will be responsible for all yard work, including but not limited to mowing, trimming, watering, trash/litter pickup and general upkeep to ensure that their landscaping is always maintained in good condition.
 - Good condition is defined as no vegetation protruding through any desert landscaping, commonly referred to as decomposed granite or a similar product.
 - If there is a turf lawn, the grass should not exceed a height of more than four (4) inches.
 - Other vegetation (weeds) should not be present in the turf areas or non-turf areas.
 - Final determination of specific tenant questions regarding the condition of their landscape will be the responsibility of the Housing Staff or their representatives/subcontractors.
 - During the wet season, tenants need to be proactive about weeds and weed removal.
2. Tenants will be responsible for the purchase and maintenance of all equipment, mowers, hoses, sprinkler systems, tools, chemicals, fertilizers, and/or other necessary items required to maintain the landscaping in good condition.
3. Tenants will dispose of all garbage, rubbish, landscaping clippings or trimmings in approved city refuse containers supplied by the City of Chandler Solid Waste Department and will not allow such items to accumulate on the premises.
4. Tenants will maintain an appropriate watering schedule that indicates an awareness of the need to conserve water and still maintains an adequate water supply to support the landscaping in a healthy condition.
5. Tenants will maintain the property in a clean and weed free manner. The tenant may remove weeds by physical means or by the use of chemicals. This will be done as often as necessary to control weeds.

- 6. Tenants are not to park or store any type of motor vehicle on the yard (landscaping).
- 7. Tenants are required to report (request a work order) on any dead shrubs, trees or large vegetation.

Landscaping Neglect, Damage And Repair

Tenant shall use reasonable care to maintain all of the landscaping in a neat and healthy condition. Failure of tenant to do so shall constitute neglect, and the tenant will be held financially responsible for the upkeep, repairs or replacement required to remedy this neglect.

Lease Violation

Tenant will receive a lease violation notice (typically a door hanger notice) and will have 3 days to correct the problem. On the 4th day, housing staff or their representative will do a follow-up check of the property. If the problem is corrected, no other notice or steps are required. If the problem is not corrected either housing maintenance staff or a landscape company will be sent out, at the tenant's expense, to correct all landscape issues.

Multiple Violations of the Landscaping Policy

Multiple violations are defined as any tenant that has received more than two landscape lease violations in a continuous twelve (12) month period. Multiple violations of the Landscape Policy may result in eviction.

I have received, read and understand the above policy provision regarding the maintenance of the landscaping and agree to abide by these provisions. I have also received, read and understood the landscape guidelines.

Head of Household Signature

Date

Other Adult Household Member Signature

Date

Other Adult Household Member Signature

Date



Scattered Site Housing Program Landscaping Guidelines

What Constitutes a Weed?

- **Desert Landscape Areas**

Any valueless, troublesome or noxious living plant material (including all grasses) growing in an area not designated as or intended for planning or growing. This would exclude trees, shrubs or flowers approved by and planted by the Housing Division.

- **Lawn Areas**

Any valueless, troublesome or noxious living plant material (including all grasses) growing in an area designated as or intended solely for grass/turf. This would exclude trees, shrubs or flowers approved by and planted by the Housing Division.

What Size of Weed or Amount of Weeds Constitutes a Lease Violation?

- **Desert Landscape (granite)**

Any weed(s) that exceeds three (3) inches in height, or that covers, or in combination covers, more than one square foot of the yard space. Yard space is defined as any area of the front yard, side yard or back yard intended to have only granite as the main ground cover.

- **Lawn (grass/turf)**

Any weed that exceeds three (3) inches in height cover or in combination covers more than one square foot of the lawn area. Lawn area is defined as any area intended to have grass/turf as the main ground cover.

- **Non-vegetated soil-dirt (This is permitted in backyards only)**

Any weed that exceeds three (3) inches in height, or more than one square foot of the yard space.

- **Alleys**

Any weed that exceeds three (3) inches in height and /or cover or in combination covers more than one square foot of the area located on the alley side of the wall, within the boundaries of the property lines, and to the centerline of the alley.

- **Sidewalks, Driveways, Gutters and Curbs**

Any weed that grows in a control joint, expansion joint, or crack located in any portion of the sidewalk, driveway, gutter or curb, within the boundaries of the property lines.

What Are the Tenants Responsibilities Pertaining to the Landscape?

- **Weeds**

Tenants will remove all weeds from all areas (as defined above) by either physical means or using chemicals. This will be done as often as necessary to control weeds.

- **Lawns**

Tenants will remove all weeds from all areas (as defined above) by either physical means or using chemicals. This will be done as often as necessary to control weeds and meet above requirements.

Tenants will mow grass areas as often as necessary to keep grass at a height not to exceed 4". If tenant does not use a mower with a bag attachment or a mower that mulches, then tenant must rake up and properly dispose of all grass clippings immediately after mowing. Grass clippings are not to be stored on the property. Tenants will provide sufficient water to keep grass healthy and green.

- **Trees**

Tenants will keep all trees trimmed to a bottom height of at least 7'. Housing Maintenance will complete any other tree trimming. Tenant will report any dead branches (above 7') or dead trees to the Housing Office as soon as discovered. Tenant will remove all tree cuttings from the yard and properly dispose of them. Tree trimmings are not to be stored on the property. Tenants will provide sufficient water to keep trees healthy and green.

- **Shrubs**

Tenants will keep all shrubs trimmed as appropriate for each particular type of shrub. Shrubs near the house will not exceed total height greater than the height of the windowsills. Shrub trimmings will be picked up and properly disposed of and not stored on the property. Questions regarding height should be directed to Housing Maintenance. Tenants will provide sufficient water to keep shrubs healthy and green.

- **Front & Back Yards**

Yards are to be kept free of trash and debris at all times. Tenants will not allow garbage, rubbish, or landscaping debris to accumulate on the premises. Tenants will not store construction materials, landscape materials, auto & motorcycle or bicycle parts on the premises. Tenants will not park or store any type of motor vehicle on any landscaped area.

- **Alleys**

Tenants will keep the portion of the alley that extends from property line to property line, and to the centerline of the alley. Tenant will not store or allow any type of debris to be stored on this portion of the alley. Tenant will keep weeds and grass within the policy as stated above.

- **Trash & Recycling Containers**

Tenant will keep both trash and recycling containers in the back yard except on the day of pickup. Containers set out for the day off collection must be returned by the end of the day. Containers are not to be stored anywhere in front of the property, including garages or carports.

- **Lawn, Shrub, and Tree Care**

Tenants will maintain an appropriate watering and fertilizing schedule to keep lawns, shrubs, and trees healthy and green.

- **Adding or Removal of Trees, Shrubs, Plants, Flowers, and Grass.**

Without written consent from the Maintenance Supervisor (through a "Request for Alteration" form) tenants will not plant, or remove plantings (trees, shrubs, plants, grass, etc.) from the property.

Public Housing Lease Agreement

Name of Tenant:

Lease Address:

Bedroom Size: BR

Lease Start Date:

- I. **Lease of Residence.** The City of Chandler, an Arizona municipal corporation, by and through its Housing and Redevelopment Division, acting as the Housing Authority of the City of Chandler (the "Authority"), does hereby lease to the above-named tenant ("Tenant") the residence located at the above-stated address and described further below (the "Residence"), pursuant to the terms and conditions of this Public Housing Lease Agreement (the "Lease"), which the parties hereto intend and agree shall be binding upon the Authority, Tenant, and any adult member of Tenant's household as a Co-Tenant.
- II. **Household Composition.** Except as otherwise indicated, the use of the Residence is limited to Tenant's household. Tenant's household only consists of Tenant (listed below as Head of Household) and those other persons listed below and having the relationship to Tenant indicated below (the "household members" or "Tenant's household members"). Any of Tenant's household members that is 18 years of age or older is deemed to be an adult member of Tenant's household and shall sign the Lease as a Co-Tenant. A Co-Tenant is subject to the terms and conditions of the Lease to the same extent as Tenant, but has no right of occupancy and use of the Residence greater than that of Tenant and may not continue to occupy and use the Residence in the event Tenant's right to occupancy and use of the Residence is terminated for any reason.

(List Tenant first, and list all other persons in order by age, oldest to youngest. Add a written addendum to complete the listing if not enough space is available below.)

Name	Relationship	Age & Birthdate	Social Security #
	Head of Household		

- A. Any addition to the household members, including the addition of any live-in aide or a foster child, **but excluding natural births**, requires prior written approval of the Authority. The Authority will grant such approval only if the proposed additional member passes the Authority's screening criteria and a dwelling unit of the appropriate size is available. "Live-in aide" means a person who resides with an elderly, disabled or handicapped person and who (i) is determined by the Authority to be essential to the care and well-being of the person, (ii) is not obligated for the support of the person, and (iii) would not be living in the dwelling unit except to provide the necessary support services.
- B. Any change in the composition of Tenant's household shall be reported by Tenant in writing to be received by the Authority within ten (10) business days of the occurrence in accordance with Paragraph E.2 of Section VII of the Lease.

III. The Residence.

- A. If the Lease is for a conventional unit (apartment), the "Residence" consists of the dwelling unit at the above-stated address ("dwelling unit"), including any adjoining entrance or access way to the dwelling unit, which is located within the public housing development owned, operated and/or maintained by the Authority at that address (the "Development"), and includes permission for Tenant and Tenant's household members to use the common areas of the Development, along with other residents of the Development. The Development also includes any additional facilities and grounds used by the Authority to provide educational, recreational or other support services for the benefit of the residents of the Development alone or jointly with residents of other public housing developments owned, operated and/or maintained by the Authority.
- B. If the Lease is for a scattered site unit (single family home), the "Residence" is all of the real property at the above-stated address, including, without limitation, the dwelling unit and any other improvement upon the real property, any entrance or access way to the real property and/or the dwelling unit, and any yard or grounds at the real property.
- C. Regardless of the type of unit leased, the dwelling unit also includes without additional charge the following appliances: cooking range and refrigerator.
- D. As used in this Lease, the term "premises" means the Tenant's Residence.

IV. Utilities.

CONVENTIONAL UNITS (Apartments):

- A. The Authority shall furnish the following utilities, but is not responsible for the absence of any such utility services caused by matters beyond the control of the City of Chandler's Housing and Redevelopment Division: water, sewer, and refuse collection.
- B. Tenant shall arrange and pay for the following utilities, which are not furnished by the Authority, but which are needed to maintain a decent, safe and sanitary dwelling: electricity and gas. Tenant shall be responsible for arranging and paying for these utilities and shall present proof of utility arrangements prior to signing the Lease.
- C. The Authority shall provide a utility allowance for Tenant-purchased utilities (other than the telephone). The allowance will be based upon the monthly cost of a reasonable consumption of such utilities and the allowance will be posted in a Utility Allowance Schedule available at the Housing and Redevelopment Division Office.

SCATTERED SITE UNITS (Single Family Homes):

- A. All utility services shall be provided by Tenant. Tenant shall be responsible for arranging and paying for all utilities and shall present proof of utility arrangements prior to signing the Lease. Utilities include electricity, gas, water, sewer and refuse collection (where not part of water or sewer service).
- B. The Authority shall provide a utility allowance for Tenant-purchased utilities (other than the telephone). The allowance will be based upon the monthly cost of a

reasonable consumption of such utilities and the allowance will be posted in a Utility Allowance Schedule available at the Housing and Redevelopment Division Office.

V. **Lease Term.** The term of the Lease shall be for a period of twelve (12) months beginning on the lease start date indicated above (the "Lease Start Date"), and shall be renewed automatically for successive twelve (12) month periods *provided that* Tenant and all adult members of Tenant's household have fully complied with their community service obligations (described in Paragraph T of Section X of the Lease), and the Lease has not been terminated or is in the process of being terminated for good cause. The Lease Start Date is also the date on which Tenant may first occupy the dwelling unit.

VI. **Lease Payments.** Payments due to the Authority from Tenant under the Lease are:

A. **Rental Payment.** Tenant shall pay a monthly rent of \$____ and it shall remain in effect unless adjusted by the Authority in accordance Section VII below. If the Lease Start Date is not the first day of the calendar month, then the prorated rent for the first calendar month of the lease term is **\$0.00. The monthly rent is DUE and PAYABLE in advance on the first day of the month and is delinquent thereafter**, except that any prorated rent for the first calendar month of the lease term is due and payable on the Lease Start Date. Any other charges that are due and owing shall be paid at the same time as the monthly rent. The monthly rent and other charges shall be paid at the *City Hall, Utility Office, 175 South Arizona Avenue, bldg. A, Chandler, Arizona 85225*, or at such other location as may be subsequently designated in writing by the Authority. **No partial payments of any rent that is due and payable will be accepted.**

B. **Rental Basis.** The monthly rent is based on the following: (Check One)

☐ the Authority-determined flat rent for the unit (flat rent option).

☐ the income and other information reported by the Tenant (income-based rent option).

Tenant may change the basis on which monthly rent is determined at the time of Tenant's annual review. Also, if Tenant is currently using the flat rent option, then, at any time Tenant so requests, the Authority will immediately provide for Tenant to make rent payments using the income-based rent option upon making a determination that the Tenant is unable to pay current monthly rent because of financial hardship to Tenant's household, including: (a) decrease of household income; (b) increase in household expenses for medical costs, child care, transportation, education or similar items; and (c) such other hardship situations as may be determined by the Authority.

C. **Other Charges.** Tenant shall also pay certain additional charges as follows:

1. **Maintenance costs** -- Tenant shall pay a charge for the cost of maintenance services or repairs incurred by the Authority due to damage to the Residence, beyond normal wear and tear, caused by intentional or negligent acts (either of omission or commission) of Tenant, any of Tenant's household members or by any guest (defined below). The charge for the cost of such service or repair shall be based upon either the Schedule of Maintenance Charges posted by the Authority at the Housing Office (defined below) or, for work not listed on the Schedule of Maintenance Charges, the actual cost to the Authority for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged.

2. **Late Charge** -- Tenant shall pay a late fee charge of \$25.00 per month if rent or other charges then due are not paid until after the fifth (5th) calendar day of the month.

The charges listed in paragraphs C.1 and C.2 above shall not be due and payable until fourteen (14) days after the Authority gives written notice of the charges. The Authority, in its sole discretion and where it has determined that undue hardship to Tenant exists, may enter into a written agreement with Tenant for payment of maintenance costs through periodic installment payments over a fixed period of time not to exceed six (6) months, but the failure to make any installment payment when due under such an agreement shall, without further notice or demand, cause the full amount of the maintenance charges covered by the agreement to become immediately due and payable, and shall constitute a violation of Tenant's payment obligation under the Lease.

- D. **Security Deposit**. Tenant shall pay a security deposit of \$ _____. The security deposit shall be held on deposit, accruing no interest to Tenant, and shall be refunded to Tenant on termination of the Lease after deducting that amount necessary (i) to pay the cost of any rent or other charges due and owing by Tenant at the termination of the Lease and (ii) to reimburse the Authority for the cost of repairing any damage to the Residence, beyond normal wear and tear, caused by intentional or negligent acts (either of omission or commission) of Tenant, any of Tenant's household members or by any guest.

1. The security deposit shall not be used to advance payment of rent or other charges owed by Tenant while Tenant continues in occupancy of the premises.
2. Within thirty (30) days after termination of the Lease and recovery of possession of the premises by the Authority, an itemization of all amounts to be deducted from the security deposit shall be contained within a written notice delivered to Tenant together with the balance of the security deposit payable to Tenant, provided that Tenant has delivered to the Authority written notice of Tenant's forwarding address.

- E. **Posting of Payments**. Payments will be applied as follows:

1. Late unpaid rent for prior months
2. Maintenance charges
3. Late charges
4. Other charges
5. Current rent

VII. Resident Information and Re-determination of Rent, Dwelling Size, and Eligibility.

- A. **Annual Review**. The Authority shall conduct an annual review of the circumstances of Tenant's household to re-determine the monthly rent amount and the suitability of the size of the dwelling unit.

1. If Tenant's rent is based on the flat rent option, a review of Tenant's household's income will occur only every third year that the Lease is in effect. However, at each annual review, rent for the next succeeding twelve (12) month period of the Lease shall be determined, and issues related to

suitability of the dwelling unit given the household's composition may be addressed. Tenant shall also be provided with the opportunity to change to the income-based rent option for the next succeeding twelve (12) month period of the Lease.

2. If Tenant's rent is based on the income-based rent option, the Authority shall conduct an income review of Tenant's household and the rent for the next succeeding twelve (12) month period of the Lease shall be determined, as well as suitability of the dwelling unit given the household's composition. Tenant shall also be provided with the opportunity to change to the flat rent option for the next succeeding twelve (12) month period of the Lease.

B. **Special Review.** In cases where annual income cannot be projected for a twelve-month period or Tenant is reporting no income and has chosen the income-based rent option, the Authority shall schedule special rent reviews every thirty (30) days. Monthly rent may be adjusted upon completion of the review.

C. **Interim Review.** An interim review may be conducted by the Authority if:

1. A person with income joins Tenant's household;
2. Tenant can verify a change in Tenant's circumstances (such as a decline in or loss of income due to circumstances beyond the resident's control) that would justify a reduction in monthly rent or switching to the income-based rent option for rent determination;
3. It is found that Tenant has misrepresented the facts upon which the monthly rent amount is based so that the rent Tenant is actually being charged is less than the rent that Tenant would have been charged if the misrepresentation has not been made; or
4. Rent determination formulas or procedures are changed by applicable law.

D. **Community Service Compliance Review.** Thirty (30) days prior to the end of the lease term, the Authority shall review and determine if the adult members of Tenant's household are in compliance with their community service obligation (Section X, Paragraph T). If the Authority determines that not all of the adult members of Tenant's household have complied with the requirement, the Authority shall notify Tenant that: (i) Tenant or another adult household member is not in compliance; (ii) determination of noncompliance is subject to the grievance procedure available under this Lease; and (iii) unless Tenant enters into an agreement prior to the end of the lease term to cure the compliance deficiency over the next twelve (12) month term of the lease, Tenant's lease term will not be renewed.

E. **Tenant Reporting Requirements.**

1. Tenant agrees that, in connection with any annual, special or interim review, Tenant shall furnish to the Authority, within a reasonable time after request to do so, accurate and complete information regarding Tenant's financial and household circumstances, including without limitation, information

concerning household composition, age of the household members, income and source(s) of income of Tenant and all of the household members, assets, expenses and related information deemed necessary by the Authority to consider re-determination of rent, suitable dwelling unit size, and eligibility.

- a. When requested, Tenant shall also provide verification of the information furnished, and/or independent verification of information concerning income from the source of the income, and/or any release needed for the Authority to obtain verified information relevant to a re-determination from third-party sources.
 - b. It is agreed that failure to furnish information, verifications or releases needed for the review to be made by the Authority, or to provide accurate and complete information, shall be a serious violation of the terms of the Lease and a good cause for the Authority to terminate the Lease.
 2. Tenant shall report in writing within ten (10) business days of occurrence to the Authority any of the following changes in household circumstances when they occur between the time of any annual review:
 - a. An additional person has been added to the household through birth, adoption, or court-awarded custody;
 - b. A household member is leaving or has left and will be residing elsewhere; or
 - c. There has been an increase in household income or decrease in household's allowable expenses.
 3. If Tenant or Tenant's household receives information regarding income, earnings, wages, or unemployment compensation from the Department of Housing and Urban Development (HUD) pursuant to an income verification procedure of HUD, Tenant shall disclose such information, upon receipt of such information, to the Authority.
- F. Any re-determination made as part of a review shall be based upon the information provided by Tenant or obtained by the Authority and shall be made in accordance with the Authority's Admissions and Occupancy Policy, which is posted at the Housing Office. A copy of the policy will be furnished on request at the expense of the person making the request.
1. The Lease will NOT be revised to permit a change of household composition resulting from a request to allow adult children of Tenant to move back into the dwelling unit unless it is determined that the move is essential for the mental or physical health of Tenant AND does not disqualify Tenant's household for the size of unit it is currently occupying.
 2. If, as part of a special or interim review, a rent reduction is granted due to change in Tenant's circumstances, any subsequent increase in the income of

the Tenant's household shall be reported in writing to the Authority within ten (10) business days of the occurrence. The failure to make such report may result in a retroactive re-computation of monthly rent.

G. **Rent Adjustments.** Tenant shall be notified in writing of any rent adjustment to be made upon completion of a re-determination review. The notice will state the effective date of the rent adjustment.

1. If rent is decreased, the adjustment shall become effective on the first (1st) day of the month following the reported change in circumstances or change in applicable law, provided Tenant reported the change in a timely manner, as specified above (when change is based on new circumstances).
2. If rent is increased because an increase in income occurs which is reported within ten (10) business days of the occurrence, in writing, the increase will be completed and effective on the first of the month following 30 days' notice to the family. .
3. In the case of a rent increase due to a change in applicable law, the increase will become effective the first (1st) day of the second (2nd) month following the month in which the Authority notifies Tenant of the law or regulatory change.
4. If, within the time required by the Lease, Tenant fails to report any change in household composition or any subsequent increase in income, or fails to furnish the information or documents described in paragraph E above, or if Tenant misrepresents facts on which rent is based, and therefore avoids what would have been a change to a higher monthly rent amount, then, upon discovery of either Tenant's failure to properly disclose or Tenant's misrepresentation, the Authority shall retroactively re-compute the rent which Tenant should have been charged effective as of the date such change should have occurred. Any such retroactive rent shall be due and payable in its entirety on the first (1st) day of the second (2nd) month following the month in which the Authority notifies Tenant of the increase. Retroactive rent is in addition to any other rights or remedies available to the Authority, including termination of the Lease.

H. **Treatment of Income Changes Resulting From Welfare Requirements.**

1. This Subsection applies to Tenant if Tenant or any member of Tenant's household receives benefits for welfare or public assistance from a State or other public agency under a program for which the Federal, State or local law relating to the program requires, as a condition of eligibility for assistance under the program, participation of Tenant or a member of Tenant's household in an economic self-sufficiency program (the "assistance program").
2. Tenant's rent shall not be reduced if the decrease in the annual income of Tenant's household is caused by a reduction of the assistance program benefits received by Tenant or any member of Tenant's household that is the result of:

- a. any failure of Tenant or a household member to comply with the conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities; or
 - b. any act of fraud.
3. Where paragraph I.2 above applies, the amount of income to be attributed to Tenant household shall include what the household would have received had there been compliance with the requirements of the assistance program or an act of fraud had not been committed.
4. For purposes of rent adjustments, the reduction of benefits from the assistance program that occurs as a result of the expiration of a time limit for receipt of assistance will not be considered a failure to comply with the program's requirements. Tenant's rent will be reduced as a result of such a decrease.
5. The Authority will verify the information provided by Tenant to determine if a decrease in the rent is warranted.

I. **Transfers.**

1. Tenant agrees to transfer to another appropriate size dwelling unit leased by the Authority if the Authority determines that, based on Tenant's household composition, the size or design of Tenant's present dwelling unit is inappropriate.
2. Tenant agrees to transfer to another unit if the Authority determines that such transfer is necessary to rehabilitate, repair or demolish Tenant's present dwelling unit.
3. If Tenant makes a written request for a special unit feature in support of a documented disability or handicap, the Authority shall modify Tenant's existing dwelling unit, subject to its determination that the request is reasonable. If the cost and extent of the modification are equivalent to those for a fully handicap-accessible unit, Tenant agrees that the Authority may transfer Tenant to another unit with the features requested at the Authority's expense.
4. Tenant acknowledges and agrees that if Tenant is not disabled but is occupying a dwelling unit containing special features for disabled persons, the Tenant will transfer to a unit without such features should another person eligible for housing assistance need Tenant's present dwelling unit. Tenant further acknowledges that Tenant shall be responsible for all costs associated with the transfer to another dwelling unit pursuant to this section.
5. Transfers under paragraphs I.1 through I.4 above shall not occur until at least seven (7) days after written notice is given by the Authority to Tenant. Tenant shall leave the dwelling unit from which Tenant is transferred in a clean and

good condition, reasonable wear and tear accepted and shall return all keys to such dwelling unit or any other portion of the premises. If Tenant refuses to move after the notice is given, such refusal shall be deemed a serious violation of the Lease and good cause for Lease termination by the Authority.

6. When the Authority makes a re-determination of the monthly rent amount payable by Tenant, or determines that Tenant must transfer to another unit based on household composition, or otherwise determines that a transfer is required, the notice of such action given to Tenant by the Authority shall inform Tenant that Tenant may ask for an explanation stating the specific grounds of the Authority determination, and that if Tenant does not agree with the determination, Tenant shall have the right to request a hearing under the Authority's grievance procedure. The change in rent or the transfer to another unit shall be deferred or postponed until either the time to request a hearing has expired or, where timely requested, the hearing process has been completed.
7. The Authority will consider a Tenant request for a transfer in accordance with transfer priorities established in the Admissions and Occupancy Policies.
8. For conventional units, the Authority will consider a transfer for a Tenant who lives in a development where Tenant's income category (below or above 30% of area median) predominates and wishes to move to a development where Tenant's income category does not predominate.

VIII. Use of the Premises.

- A. The dwelling unit shall be used only as a private residence for Tenant and Tenant's household members, except that Tenant and the household members may request an exception for certain limited incidental activities on a case-by-case basis in the dwelling unit if the Authority has given prior written consent to do so. All exceptions will require prior written approval and, if the activity continues in the following year, a new exception request will need to be submitted for approval.
- B. Tenant shall give *prior* notice to the Authority of any guest staying overnight at Tenant's premises and any such overnight stay is deemed an accommodation for the guest. Reasonable accommodation for a guest is permitted only so long as the guest is not provided accommodation in or upon the premises, including the dwelling unit, for more than a total of fourteen (14) days in a twelve (12) month period, except with the express written permission of the Authority made upon written request from Tenant. As used in the Lease, "guest" means a person present in the dwelling unit or elsewhere upon the premises, other than Tenant or the household members, who is so present with the consent of the Tenant or one of the household members.
- C. Tenant, any of the household members and any guest shall only use the dwelling unit or any other portion of the premises for lawful purposes permitted under the Lease and shall comply with all applicable rules and regulations of the Authority and with all applicable federal, state and local laws.

- D. Tenant, the household members and any guests, shall use not use the utilities furnished by the Authority so as to waste the utilities through excess utility consumption, and shall also use and operate all utilities, whether or not furnished by the Authority, so as to comply with all applicable laws, regulations or guidelines of any governmental entity regulating utilities or fuels.
- E. development for any reason if the Tenant has been evicted through the judicial process; (2) the Tenant is issued an eviction notice, appeals the eviction to the hearing office and the hearing officer upholds the City's decision; and/or (3) the Tenant fails to appeal the eviction notice within the requisite time period.

IX. The Authority's Obligations.

The Authority agrees to:

- A. Maintain the premises (and for conventional units, the Development) in a decent, safe and sanitary condition;
- B. Comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety, including housing quality standards promulgated by HUD ("Housekeeping Standards");
- C. Make necessary repairs to the dwelling unit;
- D. For conventional units, keep the Development's buildings, facilities and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition;
- E. Maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances supplied or required to be supplied by the Authority;
- F. Provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of Tenant's household) for the deposit of garbage, rubbish, and other waste removed from the dwelling unit by Tenant (scattered site units have receptacles provided as part of refuse collection service);
- G. Supply running water and reasonable amounts of hot water and 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 by law to be equipped for that purpose, or where heat and/or hot water is generated by an installation within the exclusive control of Tenant and the utility connection is interrupted by the action or inaction of Tenant, any of the household members or a guest, including failure to arrange or pay for needed utility service; and
- H. Notify Tenant of the specific grounds for any proposed adverse action by the Authority. An "adverse action" may include, but is not limited to, a proposed lease termination, transfer of the tenant to another unit, or imposition of charges for maintenance and repair, or a late charge fee. When the Authority is required to afford

Tenant the opportunity for a hearing under the Authority's grievance procedure for a grievance concerning a proposed adverse action:

1. The notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of a lease termination, a notice of lease termination that complies with the notice requirements of Section XV shall constitute adequate notice of the proposed adverse action.
2. In the case of a proposed adverse action other than a proposed lease termination, the Authority shall not take the proposed action until time to request such a hearing has expired and (if hearing was timely requested) the grievance process has been completed.

X. Tenant's Obligations.

Tenant agrees:

- A. To arrange with local utility companies for turn-on of those utilities not provided by the Authority, continuously maintain such utility services and not to use prepaid credit card programs for electric service including by not limited to the empower program.
- B. Not to assign the lease or to sublease any part of the premises, including the dwelling unit;
- C. Not to provide accommodations for boarders or lodgers;
- D. To use the dwelling unit solely as a private dwelling for Tenant and Tenant's household members, and not to use or permit its use for any other purpose except as expressly authorized in writing by the Authority;
- E. To abide by necessary and reasonable regulations provided by the Authority for the benefit and well-being of the Development and for the tenants of the Development, which regulations are posted in the Authority's Housing Office and which are incorporated by reference in the Lease so that violation of any such regulation shall constitute a violation of the Lease;
- F. To comply with all obligations imposed upon tenants by applicable provisions of state or local health, fire, building and housing codes materially affecting health and safety;
- G. To keep the dwelling unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition;
- H. To dispose of all garbage, rubbish, and other waste from the premises in a sanitary and safe manner and only in containers approved or provided by the Authority;
- I. To use only in a safe and reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other equipment, facilities and appurtenances;

- J. To refrain from, and to cause any of the household members and any guest to refrain from, destroying, defacing, damaging, or removing any part of the premises and/or any part of the Development;
- K. To refrain from, and to cause any of the household members and any guest to refrain from, keeping, maintaining, harboring, or boarding any dog, cat, livestock, or pet of any type upon the premises or upon the Development, unless a verified disability is determined to warrant the possession of an animal, and then only with the written consent of the Authority and in compliance with any applicable rules or regulations of the Authority or unless such animal is permitted as a pet pursuant to the Authority's established pet policy;
- L. To refrain from, and to cause any of the household members and any guest to refrain from, the discharge of any weapons or firearms upon the premises and/or the Development;
- M. To refrain from, and to cause any of the household members and any guest to refrain from, keeping or storing any flammable or combustible materials upon the premises and/or the Development;
- N. To make no additions, alterations, decorations, improvements, or attachments to the dwelling unit, the premises or any equipment or appliances provided with the dwelling unit, except with the prior written approval of the Authority, and Tenant acknowledges that this prohibition includes, without limitation, making changes to or installing any new door locks and the use of nails, tacks, screws, brackets, or fasteners upon any part of the dwelling unit (a reasonable number of picture hangers excepted);
- O. To refrain from using aluminum foil as window coverings and the use of aluminum foil on stove top area;
- P. To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises or the Development caused by Tenant, any of the household members or any guest;
- Q. To act, and cause any of the household members or any guest to act, in a manner which will not disturb any other resident of the Development in the resident's peaceful enjoyment of resident's accommodations and the Development, and which will be conducive to maintaining the Development in a decent, safe and sanitary condition;
- R. To comply with all rules and regulations of the Authority limiting the use or parking of vehicles upon the premises or the Development, including any prohibition against leaving any inoperable or unlicensed vehicle upon the premises or the Development or any prohibition against automobile repairs upon the premises or the Development;
- S. To keep any entrance to the dwelling unit (front or back) or walkway providing a means of access to the dwelling unit free from hazards and trash, and to keep the yard immediately adjacent to the dwelling unit free of debris and litter, but the Authority may provide a written exemption from this requirement where Tenant's household has no persons able to perform these tasks because of age or disability;

- T. To assure that each adult member of Tenant's household performs **eight (8)** hours per month of community service or participates in an economic self-sufficiency program unless exempted therefrom; and
- U. To assure that Tenant, any member of the household, a guest, or any other person under Tenant's control:
 - 1. Shall not engage in (i) any criminal activity or other activity that threatens the health, safety, or right to peaceful enjoyment of the Development of any other resident of the Development, or any employee or contractor of the Authority, or any person residing in the immediate vicinity of Tenant's premises; or (ii) any violent or drug-related criminal activity on or off the premises or the Development; and
 - 2. Shall not consume alcoholic beverages in or upon the premises or the Development, except within Tenant's dwelling unit; and, in any event, shall not interfere with the health, safety, or right to peaceful enjoyment of the Development by any other resident due to the abuse of alcohol or due to the illegal use of a controlled substance.

As used here and elsewhere in the Lease, "drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substance Act, 21 U.S.C. 802). As used here and elsewhere in the Lease, "contractor" means a person under contract with the Authority to provide services of any kind to the Development or any of its residents.

- V. To refrain from entering upon the Development and/or the dwelling unit, if evicted through a court judgment, from the dwelling unit.
 - W. Tenant acknowledges that, pursuant to HUD Final Order effective February 3, 2017, all Public Housing Authorities must implement a smoke-free policy. Smoking is not permitted anywhere on public housing grounds as of December 31, 2017, to include living units, interior and exterior common areas, outdoor areas, and in or near public housing and administrative office buildings.
- XI. Defects Hazardous to Life, Health or Safety.** In the event that the premises or the dwelling unit is damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants:
- A. Tenant shall immediately notify the Authority of the damage;
 - B. The Authority shall repair the damage to the premises or the dwelling unit within a reasonable period of time after receiving notice from Tenant, and if the damage was caused by Tenant, any of the household members or any guest, the reasonable cost of the repair shall be charged to Tenant;
 - 1. The Authority may terminate the Lease and the housing assistance, if it is determined that the damage was purposeful, or the result of criminal activity.

- C. The Authority shall offer Tenant a replacement dwelling unit as an alternative accommodation, if available, where necessary repairs cannot be made within a reasonable time;
- D. If repair of the damage cannot be made within a reasonable time by the Authority and alternative accommodations are unavailable, then an abatement of a portion of the monthly rent shall be made by the Authority which is in proportion to the seriousness of the damage and loss in value as a dwelling, and which shall continue until the hazardous condition is repaired, except that no abatement of rent shall occur if Tenant rejects alternative accommodations made available by Authority or if the damage was caused by Tenant, any of the household members or any guest; and
- E. If the Authority determines that the damage is such that the dwelling unit is inhabitable because of imminent danger to the life, health, and safety of its occupants, and alternative accommodations are refused by Tenant, then the Lease shall be terminated, and any rent already paid for the current month will be refunded to Tenant provided the condition was not caused by Tenant, any of the household members or any guest.

XII. Move-in and Move-out Inspections.

- A. Move-in inspection: The Authority and Tenant or Tenant's representative shall inspect the premises prior to the Lease Start Date. The Authority shall furnish Tenant with a written statement of the condition of the premise, both inside the dwelling unit and out, and the appliances or any equipment provided by the Authority with the dwelling unit. The statement shall be signed by the Authority and Tenant, and a copy of the statement retained in Tenant's folder. Any items agreed to by Authority and Tenant as being a deficiency shall be noted on the written statement and shall be corrected by the Authority, at no charge to Tenant, within a reasonable time after completion of the inspection.
- B. Move-out inspection: The Authority shall inspect the premises at the time Tenant vacates the premises and shall give Tenant a written statement of charges, if any, for which Tenant is deemed responsible. Tenant shall be provided an opportunity to participate in the move-out inspection, unless Tenant vacates without notice to the Authority.

XIII. Entry of Premises During Tenancy.

- A. The Authority shall, upon reasonable advance notification to Tenant, be permitted to enter the dwelling unit during reasonable hours of any day for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the dwelling unit for re-leasing. "Routine inspection" includes, without limitation, an annual inspection of the dwelling unit, monthly pest control treatment and any required follow up inspection necessary to assure compliance with the Housekeeping Standards and House Rules. For purpose of this section, the time between 7:00 a.m. and 5:00 p.m. is deemed to conclusively be "reasonable hours", but nothing precludes entry at other times if it is reasonable to do so under the circumstances. A written statement specifying the purpose of the Authority's entry

delivered to the dwelling unit at least two (2) days before such entry shall be deemed reasonable advance notification.

- B. In the case of necessary repeat entry for ongoing pest control or maintenance "in process", tenant will be notified of the entry schedule upon the start of treatment. No additional notices for entry will be given, as tenant will be given a copy of the schedule.
- C. The Authority may enter the dwelling unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.
- D. If Tenant and all adult members of Tenant's household are absent from the dwelling unit at the time of entry, the Authority shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry prior to leaving the dwelling unit.

XIV. Notice Procedures.

- A. Except as required in Section XIII above, any notice to Tenant shall be in writing and personally delivered to Tenant or to an adult member of Tenant's household residing in the dwelling unit, or shall be sent by prepaid first-class mail properly addressed to Tenant.
- B. Any notice to the Authority shall be in writing, delivered to the Housing Office or sent to the Housing Office by prepaid first-class mail properly addressed. The Housing Office is the principal office of the Authority and it is *located* at: 235 South Arizona Avenue, Chandler, Arizona 85225. The Housing office *mailing* address is:

Mail Stop 101, P.O. Box 4008
Chandler, Arizona 85244-4008
- C. If Tenant is visually impaired, any notice to Tenant will be in an accessible format.

XV. Termination of the Lease.

- A. Tenant shall terminate the Lease and vacate the premises only upon giving the Authority thirty (30) days written notice. At termination, Tenant shall leave the premises in a clean and good condition; reasonable wear and tear accepted, and shall return all keys to the premises. The failure to return all keys shall be deemed a negligent or intentional action by Tenant resulting in damage incurred by the Authority for which the Authority may charge or claim an amount equal to the cost of replacing all of the locks affected.
- B. The Authority shall terminate the Lease only for a serious or repeated violation of a material term of the Lease, which includes, but is not limited to, failure to make payments due under the Lease or to fulfill the Tenant's obligations set forth in Section X or elsewhere in the Lease, and for other good cause. Without limiting the generality of the above, Tenant and the Authority agree that a single event or incident of the following matters shall constitute cause for termination:
 - 1. Any Tenant misrepresentation of household income, assets, or composition;

2. Any failure by Tenant to timely submit, when requested to do so, any certification, release, information, or documentation regarding household income or composition deemed to be needed by the Authority in order to fully and accurately complete an annual, special or interim review;
3. Any (i) criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Development of any other resident of the Development, or any employee or contractor of the Authority, or any person residing in the immediate vicinity of Tenant's Residence; or (ii) any violent or drug-related criminal activity on or off the premises or the Development, where the above-described activity is engaged in by Tenant, any member of Tenant's household, any guest, or any other person under Tenant's control;
4. Any conviction for manufacturing methamphetamines on the premises;
5. Any determination or discovery that Tenant or a member of Tenant's household is a registered sex offender;
6. Any abuse (or pattern of abuse) of alcohol or any illegal use (or pattern of illegal use) of a controlled substance by Tenant, any member of Tenant's household, any guest, or any other person under Tenant's control, which is determined by the Authority to interfere with the health, safety, or right to peaceful enjoyment of the Development of any other resident of the Development;
7. If Tenant or any co-tenant is fleeing to avoid prosecution, or custody or confinement after eviction, under the laws of the place from which the individual flees, for a crime, or attempt to commit a crime, which is a felony under the laws of the place from which the individual flees, or which, in the case of the State of New Jersey, is a high misdemeanor under the laws of such State; and
8. Any violation by Tenant or any co-tenant of a condition of probation or parole imposed under Federal or State law.

As used in the Lease, "criminal activity" does not require a conviction or arrest and may be established by a preponderance of the evidence.

C. The Authority shall give written notice of the Lease termination of:

1. Fourteen (14) days in the case of failure to pay rent or other charges due;
2. Five (5) calendar days for utilities not in service;
3. A reasonable time considering the seriousness of the situation (but not to exceed thirty (30) days) when the health or safety of other residents, or the employees or contractors of the Authority, or any person residing in the immediate vicinity of Tenant's premises, is threatened; and

3. Thirty (30) calendar days in any other case, except that if a state or local law allows a shorter notice period, such shorter period shall apply.
- D. The notice of the Lease termination to Tenant:
1. Shall state specific grounds for termination, shall inform Tenant of Tenant's right to make such reply as Tenant may wish, shall inform Tenant of Tenant's right to examine the Authority documents directly relevant to the termination or eviction; and shall state the date upon which the dwelling unit shall be vacated; and
 2. When the Authority is required to provide Tenant the opportunity for an administrative grievance hearing concerning the lease termination, the notice shall also inform Tenant of Tenant's right to request a hearing in accordance with the Authority's grievance procedure then in effect; and
 3. When the Authority is not required to provide Tenant the opportunity for an administrative grievance hearing concerning the lease termination, and the Authority has decided to exclude such grievance from the Authority's grievance procedure, the notice of lease termination shall:
 - a. State that Tenant is not entitled to a grievance hearing on the termination;
 - b. Specify the judicial eviction procedure to be used by the Authority for eviction of Tenant, and state that HUD has determined that this eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in HUD regulations; and
 - c. State whether the eviction is for a criminal activity or other activity that threatens the health, safety, or right to peaceful enjoyment of the Development of any other resident of the Development or any employee or contractor of the Authority, or any violent or drug-related criminal activity on or off the premises or the Development, or any activity resulting in a felony conviction.
- E. In the case of termination for Tenant's failure to make payment due under the Lease, the 14-day notice shall also advise Tenant that if full payment of the amount then due and owing is made on or before the date upon which the dwelling unit is to be vacated, then the Tenant's lease violation shall be deemed cured, the Tenant shall not be required to vacate the premises and the Lease will be automatically reinstated in accordance with its terms and conditions, provided that this is not the fourth (4th) such 14-day notice given during a lease period. Notwithstanding the foregoing, the fourth (4th) such 14-day notice given during a lease period to Tenant for failure to make payment due under the Lease shall advise that Tenant's lease violation shall **not** be deemed to be cured even if Tenant pays all amounts specified in the notice, that there will be no reinstatement of the Lease and Tenant must vacate the premises within the time specified.

- F. The Lease shall not terminate, even if the date to vacate has expired, until the time for Tenant to request any applicable grievance hearing has expired, and (if a hearing was timely requested by Tenant) the grievance process has been completed.
- G. Termination of the Lease by the Authority shall be enforced by eviction of Tenant from the premises through an action filed in a court of appropriate jurisdiction.
- H. In deciding to evict for criminal activity, the Authority shall have discretion to consider all of the relevant circumstances, including the seriousness of the offense, the extent of participation by Tenant and Tenant's household members, and the effects that eviction would have on both the household members not involved in the prohibited activity and on the other residents in the Development. In appropriate cases, the Authority may permit continued occupancy by the remaining household members and may impose a condition that any of the household members who engaged in the prohibited activity will not reside in or be a guest in the dwelling unit or on the Residence. The Authority may require any of the household members who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the dwelling unit.
- I. If the Authority evicts any or all of the persons in Tenant's household from the premises for engaging in criminal activity, including drug-related criminal activity, the Authority shall notify the local post office serving the premises that the person(s) or household evicted is no longer residing at the premises. This is so the post office will stop mail delivery for such persons and that the persons shall not return to the Development or the premises for mail pickup.
- J. Former tenants and any member of the tenant's household that have been evicted through a judicial process or trespassed for criminal activity will not be permitted to return to the Development, including common areas, or other dwelling units in the Development for any reason.
- K. The Authority shall provide Tenant a reasonable opportunity to examine, at Tenant's request received by the Authority, before a grievance hearing or a court trial concerning a termination of tenancy or eviction, any documents, including records and regulations, which are in the possession of the Authority, and which are directly relevant to the termination or tenancy or eviction. The Tenant may obtain a copy of any such document at Tenant's expense. If the Authority does not make documents available for examination upon the request of Tenant received by the Authority, then the Authority shall not proceed with any eviction proceedings until such documents are made available.

XVI. Grievance Procedures. All disputes concerning the obligations of Tenant or the Authority shall be processed and resolved in accordance with the Authority's grievance procedure pursuant to 24 Code of Federal Regulations Part 966, Subpart B

- A. **Exceptions of Grievances.** These grievance procedures are not applicable to any lease termination or eviction that involves:

1. Any criminal activity or other activity that threatens the health, safety, or right to peaceful enjoyment of the Development of any other resident in the Development, or any employee or contractor of the Authority, or any person residing in the immediate vicinity of Tenant's premises;
2. Any violent or drug-related criminal activity on or off the premises or the Development; or
3. Any activity resulting in a felony conviction.

B. Selection of the Hearing Officer [24 CFR §966.4(n)(2)]

1. The grievance hearing will 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. Such individual or individuals do not need legal training. PHAs must describe their policies for selection of a hearing officer in their lease forms as required by 24 CFR §966.4.
2. PHA grievance hearings will be conducted by a single hearing officer and not a panel. The PHA will contract a hearing officer.
3. The PHA 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 neither a friend, nor enemy, of the complainant that they do not have a personal stake in the matter under dispute and will otherwise not appear to lack impartiality.

C. Conducting the Hearing [PIH 2020-32]

A copy of the Grievance/Hearing Procedures are included in this Lease by reference and are available upon request.

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1. The PHA has the sole discretion regarding the method used to conduct a hearing in any step of the grievance process. The PHA may determine to conduct all hearings via a remote online process. The notice of hearing will include the date, time, location and method of conducting the hearing.

XVIII. Lease Amendment. The Lease shall be amended or modified by a written rider to the Lease signed by both parties, except for the following:

- A. Changes concerning the amount of rent, size or type of the dwelling unit, household composition, eligibility for public housing or any other matters arising under Section VII of the Lease or as a result of any re-determination made pursuant to that section of the Lease;
- B. Changes in policies, rules, regulations, schedules and standards provided by or established by the Authority and incorporated by reference into the Lease; and

- B. Changes required by applicable state or federal law and/or regulation, where written modification or amendment is proposed to Tenant by the Authority, but Tenant fails or refuses to sign after a reasonable time is provided to do so.

XIX. Incorporation by reference. The policies, rules, regulation, schedules and standards expressly referenced in the Lease or which are otherwise established by the Authority, as adopted

and as may be amended from time to time, are incorporated herein by reference. Included without limitation, are the following: Schedule of Maintenance Charges; Admissions and Occupancy Policy; Development Rules and Regulation; Grievance Procedure; Housekeeping Standards; House Rules; Pet Policy.

XX. Waiver. The acceptance of rental by the Authority for the period or periods after a lease violation by Tenant shall not be deemed a waiver of the violation, or the right to terminate the Lease therefore, unless the Authority shall so intend and shall so advise Tenant in writing. No waiver by the Authority of any lease violation by Tenant shall be construed to be or act as a waiver of any subsequent lease violation by Tenant. If any lease violation is cured by Tenant prior to the Authority giving a notice of termination, it shall not thereafter be used by the Authority as a ground for termination of the Lease.

XXI. Interpretation and Severability. This Lease shall be construed as a whole according to its fair meaning and not strictly for or against either party. Whenever possible, each provision shall be interpreted in such a manner as to be valid under applicable law, but if any provision of the Lease is deemed invalid or unenforceable, such provision shall be deemed severed from the Lease, and the Lease shall otherwise remain in force and effect.

XXII. Discrimination Prohibited. The Authority shall not discriminate based upon race, color, religion, national origin, sex, handicap, or familial status, and shall comply with all nondiscrimination requirements of Federal, State and local law.

XXIII. Attachments to the Lease. The Tenant certifies that they have received a copy of the following attachments to this Lease, and understands that these Attachments are part of this Lease.

Attachments (Policies): Scattered Site Landscape Policy (if applicable), Community Service Requirement Policy (if applicable), Vehicle Policy, VAWA Policy, Assistance Animal Policy (if applicable) Pet Policy, Bed Bug Policy, House Rules and Smoke-Free Policy, ACOP Chapter 14, Grievance and Appeals.

Additional Policies: The Tenant understands that they are also responsible to adhere to additional policies and requirements included in the Admissions and Continued Occupancy Policy (ACOP), as well as all federal requirements that apply to the program.

Signatures:

WHEREFORE, the Authority, Tenant and Co-Tenants, if any, have executed the Lease on the dates set forth below. The signature of Tenant and any Co-Tenants as set forth below is their acknowledgment that they have received and reviewed the Lease and that the terms and conditions of the Lease have been thoroughly explained to them.

_____	_____
Head of Household Signature	Date

_____	_____
Other Adult Household Member Signature	Date

_____	_____
Other Adult Household Member Signature	Date

_____	_____
Other Adult Household Member Signature	Date

_____	_____
Other Adult Household Member Signature	Date

_____	_____
Other Adult Household Member Signature	Date

THE CITY OF CHANDLER, an Arizona municipal corporation, by and through its Housing and Redevelopment Division, acting as the Housing Authority of the City of Chandler:

By: _____	DATE: _____
Its: Housing Assistance Senior Program Manager	



Maintenance Policy

The City of Chandler Housing and Redevelopment's (the "City's Housing Office") maintenance section is responsible for managing the maintenance function in the most cost effective manner possible while maximizing the useful life of housing properties and providing the best service to tenants. The following policy statements are designed to establish the structure of an effective and efficient maintenance system:

1.0 COMPONENTS OF A MAINTENANCE SYSTEM

The maintenance system shall include certain components:

- A. A system of priorities for work requests;
- B. Comprehensive working procedures;
- C. Performance goals;
- D. A work order system;
- E. A skills training program;
- F. Safety program; and
- F. A long-range planning system.

By developing a maintenance system that has these components in place, the City's Housing Office will have the tools it needs to control the performance of maintenance work.

1.1 PRIORITY SYSTEM

The work priorities adopted exemplify the philosophy of delivering maintenance services. This priority system ensures that the most important maintenance work is done at a time it can be performed most cost-effectively. Minimizing vacancy loss is part of the cost-effectiveness calculation. The maintenance priorities are the following:

- A. Emergencies;
- B. Scheduled Operations and Services;
- C. Vacancy Preparation; and
- D. Tenant Generated Work Order Requests

Placing planned maintenance and vacancy preparation work ahead of tenant work requests does not indicate that tenant requests are unimportant. It emphasizes the importance of maintaining control of the maintenance work by performing scheduled routine and preventive work first. By doing it will decrease tenant generated work orders and maintain the property in a manner that will keep and attract good tenants.

1.2 DEVELOP PROCEDURES

The Maintenance Supervisor will ensure that there are sufficient clear procedures in place to allow staff to implement this maintenance policy statement. All procedures will include the following:

- A. A statement of purpose;
- B. The job title(s) of the staff member(s) responsible for carrying out the activities in the procedure;
- C. Any forms needed to carry out the activities; and
- D. The frequency of any specified activities.

After their adoption, maintenance procedures will be reviewed and updated as needed.

1.3 DEVELOP PERFORMANCE STANDARDS AND GOALS

The Maintenance Supervisor will establish measures that will allow the effectiveness of maintenance systems and activities to be evaluated. In establishing these standards the Maintenance Supervisor will take into consideration certain factors:

- A. Local housing codes;
- B. Uniform Physical Condition Standards (UPCS);
- C. City of Chandler job descriptions.

Nothing in the documents listed above will prevent the City's Housing Office from setting a standard that is higher than that contained in the documents.

These standards and goals will be used to evaluate current operations and performance and to develop strategies to improve performance and meet the standards that have been set.

1.4 WORK ORDER SYSTEM

The City's Housing Office shall have a comprehensive work order system that includes all work request information: source of work, description of work, priority, cost to complete, days to complete, and hours to perform. This information is required to plan for the delivery of maintenance services as well as evaluate performance. To obtain the greatest effectiveness from the work order system, all work requests and activities performed by maintenance staff must be recorded on work orders.

Work orders will contain, at a minimum, the following information:

- A. Preprinted number
- B. Source of request (tenant or internal.)
- C. Priority assigned
- D. Location of work
- E. Date and time received
- F. Worker(s) assigned
- H. Description of work requested
- I. Description of work performed

- J. Actual time to complete
- K. Materials used to complete work
- L. Tenant charge
- M. Tenant signature (if available)
- N. Staff signature when complete

1.5 TRAINING

In order to allow its staff members to perform to the best of their abilities, the City's Housing Office recognizes the importance of providing the staff with opportunities to refine technical skills, increase and expand craft skills, and learn new procedures. Each employee must participate in at least eight (8) hours of training annually.

The Maintenance Supervisor is responsible for developing a training curriculum for the maintenance staff and working with personnel department staff to identify the means of delivering the training.

1.6 SAFETY PROGRAM

Safety is a core value of the City's Housing Office. Each employee considers safety their personal responsibility as an integral part of every job, task and assignment. Maintenance staff shall follow the City's Safety and Occupational Health Division's Safety Plan when performing maintenance activities.

1.7 LONG-RANGE PLANNING

The City's Housing Office will put in place a long-range maintenance planning capability in order to ensure the most cost-effective use of housing resources and the maximum useful life of housing properties.

The Maintenance Supervisor will develop a property-specific long-range planning process that includes the following components:

- A. A property maintenance standard;
- B. An estimate of the work required bringing the property to the maintenance standard;
- C. An estimate of the work required keeping the property at the maintenance standard including routine and preventive maintenance workloads, vacant unit turn-around, inspection requirements and tenant on-demand work;
- D. An estimate of the on-going cost of operating the property at the maintenance standard;
- E. A market analysis of the properties;
- F. A cost estimate to provide the specified capital improvements.

By developing a work plan, the City's Housing Office will be able to anticipate its staff, equipment and materials needs. It will also be possible to determine need for contracting particular services.

2.0 MAINTAINING THE PROPERTY

All maintenance work performed at the properties can be categorized by the source of the work. Each piece of work originates from a particular source: An emergency, the routine maintenance schedule, the preventive maintenance schedule, a unit inspection, a unit turnover, or a tenant request.

2.1 RESPONDING TO EMERGENCIES (PIH Notice 2018-19)

Emergencies are the highest priority source of work and will be completed or mitigated within twenty-four (24) hours. The City's Housing Office will consider a work item to be an emergency if the following occur:

A. The deficiency that poses an immediate threat to life, health/or safety of a tenant or staff or that is related to fire safety and includes:

- Unhealthy or undrinkable water supply,
- Gas leak,
- Broken/blocked sanitary sewer line,
- Absence of a working heating system when outside temperature is below 55 degrees Fahrenheit (except for Kingston Arms and/or families who have a medical condition that require heating), (PIH Notice 2018-19)

- **HUD MINIMUM HEATING STANDARDS** - the PHA shall use the following minimum heating requirements for public housing dwelling units in order to comply with Section 111 of HOTMA:

- Minimum Temperature: If PHA-controlled, the minimum temperature in each unit must be at least 68 degrees Fahrenheit.
- If tenant-controlled, then the heating equipment must have the capability of heating to at least 68 degrees Fahrenheit.
- Minimum Temperature Capability: PHAs are allowed flexibility in maintenance of the indoor temperature when the outdoor temperature approaches the designated day temperature.
- At no point should indoor temperatures in occupied space drop below 55 degrees Fahrenheit. This flexibility applies when at least one of the below criteria are met:
 - The outside temperature reaches or drops below the design day temperature, or
 - The outside temperature is within five degrees Fahrenheit of the design day temperature for more than two continuous days.

- **COOLING, LOCAL STANDARDS** (Not controlled by HUD standards or policy.)
 - If the PHA controls the temperature, the minimum cooling temperature in each unit must be at least 82 degrees Fahrenheit.
 - If the resident controls the temperature, the cooling equipment must have the capability of cooling to at least 82 degrees Fahrenheit.

- If the unit is cooled by an evaporative cooler only, the minimum cooling temperature is 86 degrees Fahrenheit.
 - **DESIGN DAY TEMPERATURE** - Temperature measurements must be taken three feet above the floor and two feet from an exterior wall in a habitable room.
 - Absence of a working air conditioner
 - Any condition that jeopardizes the security of the unit,
 - Major plumbing leaks or flooding causing damage to property, waterlogged ceiling or floor in imminent danger of falling,
 - Hazardous electrical system such as burnt outlets, exposed wires, or smell of burnt wires,
 - Inoperable smoke detector and carbon monoxide (CO) detector,
 - Absence of a functioning toilet in the unit,
 - Exposure to toxic materials.
- B. The deficiency will cause serious damage to the property structure or systems if not repaired or mitigated within twenty-four (24) hours.

If a staff member is unsure whether or not a situation is an emergency, he or she will consult with the Maintenance Supervisor. If a supervisor is not available, the employee will use his or her best judgment to make the decision.

For emergencies that occur after regular working hours, the City's Housing Office shall have a twenty-four (24) emergency response system in place. This response system includes the designation of a maintenance employee to be on call after hours and weekends as well as a list of qualified pre-approved contractors, open purchase orders for obtaining required supplies or equipment, and access to materials and supplies. The designated employee shall prepare a work order and report on any emergency within twenty-four (24) hours after abatement of the emergency.

2.2 PREPARE VACANT UNITS FOR REOCCUPANCY

It is the policy of the City's Housing Office to reoccupy vacant units as soon as possible. This policy allows the City's Housing Office to maximize the income produced by its properties and operates attractive and safe properties.

The Maintenance Supervisor is responsible for developing and implementing a system that ensures an average turn-around time of ten (10) business days. In order to do so, he or she must have a system that can perform the following tasks:

- A. Forecast unit preparation needs based on prior years' experience;
- B. Estimate both the number of units to be prepared and the number of hours it will take to prepare them; and
- C. Control work assignments to ensure prompt completion.

The maintenance procedure for reoccupying vacant units relies on the prompt notification by management of the vacancy, fast and accurate inspection of the unit, ready availability of workers and materials, and good communication with those responsible for leasing the unit.

If vacant units require additional repairs that exceed the average turn-around time, the Maintenance Supervisor has the ability to create special teams for vacancy turnaround or to hire contractors to meet goals.

2.3 PREVENTIVE MAINTENANCE PROGRAM

Preventive maintenance is part of the planned or scheduled maintenance program. The purpose of the scheduled maintenance program is to anticipate maintenance requirements and make sure it can be addressed in the most cost-effective manner. The preventive maintenance program focuses on the major systems that keep the properties operating. Major systems include heating and air conditioning, electrical, life safety, roofs, and plumbing.

A. General Operating Systems

The heart of any preventive maintenance program is a schedule that calls for the regular servicing of all systems. The development of this schedule begins with the identification of each system or item that must be checked and serviced, the date it must be serviced, and the individual responsible for the work. The servicing intervals and tasks for each system must be included in the schedule. The completion of all required tasks is considered a high priority and based on available funding.

The systems covered by the preventive maintenance program include but are not limited to:

1. Retention basins,
2. Emergency lighting,
3. Play structures,
4. HVAC systems,
5. Exhaust fans,
6. Exterior lights,
7. Fire extinguishers and other life safety systems,
8. Smoke and CO detectors in units,
9. Mechanical equipment,
10. Sanitary drains,
11. Domestic water,
12. Parking areas.

B. Roof Repairs/ Replacement

Maintenance of roofs requires regular inspections by knowledgeable personnel to ensure that there is no unauthorized access to roof surfaces and that there is good drainage and prompt discovery of any deficiencies.

The Maintenance Supervisor and Housing Project Coordinator are responsible for the development of a roof maintenance plan that includes these features:

1. The type, area, and age of roof
2. Warranties and/or guarantees in effect
3. Company that installed the roof

4. Expected useful life of roof
5. History of maintenance and repair
6. Inspection schedule

The City's Housing Office maintenance staff will usually undertake only minor roof repairs. Upon a determination by the Maintenance Supervisor, a roofing contractor may be used for roof repairs that are not considered minor.

C. Vehicle/Equipment Maintenance

The City's Housing Office will protect the investment it has made in vehicles and other motorized equipment by ensuring that all equipment is serviced on a regular schedule developed by the City's Fleet Services Division. The vehicles and equipment to be covered include:

1. Cars, trucks and vans
2. Tractors
3. Chain saws
4. Hedge trimmers
5. Leaf blowers
6. Weed cutters
7. Lawn Mowers

The City's Fleet Services Division will inform the Housing Maintenance Supervisor of minimal routine service as well as servicing for seasonal use. Serviceable components for each vehicle or piece of motorized equipment will be listed in the plan along with the type and frequency of service required.

The Maintenance Supervisor shall also maintain a system to ensure that any employee that operates a vehicle or piece of motorized equipment has the required license or certification as required by City's Risk Management Division.

D. Lead-Based Paint

Maintenance staff shall follow the City's Lead Hazard Control Plan when performing maintenance activities that may disturb lead based paint. The Maintenance Supervisor shall coordinate such work with the City's Environmental Management Division and Safety and Occupational Health Division.

E. Asbestos

Maintenance staff shall follow the City's Asbestos Management Plan when performing maintenance activities that may disturb asbestos containing building materials (ACBM). The Maintenance Supervisor shall coordinate such work with the City's Environmental Management Division and Safety and Occupational Health Division.

F. Mold

Maintenance staff shall follow the City's Mold Hazard Control Plan when performing mold remediation activities. The Maintenance Supervisor shall coordinate such work

with the City's Environmental Management Division and Safety and Occupational Health Division.

G. Life Safety Systems

The City's Housing Office adheres to life safety systems and frequently reviews standards to ensure compliance with the National Fire Protection Association shall have a comprehensive program for maintenance of life safety systems to ensure that they will be fully functional in the case of an emergency. The Maintenance Supervisor is notified by the City's third party fire protection contractor of the schedule that includes the inspection, servicing and testing of this equipment. The equipment to be included in the plan includes the following:

Commercial (Head Start, Family Investment Center, Community Buildings, Maintenance Office)

1. Fire alarms and fire alarm systems
2. Fire extinguishers
3. Emergency lighting
4. Smoke detectors
5. Sprinkler systems

The schedule will include the required testing and servicing as required by manufacturer's recommendations.

2.4 INSPECTION PROGRAM

The City's Housing Office goals of efficiency and cost-effectiveness are achieved through a carefully designed and rigorously implemented inspection program. This program calls for the inspection of the following areas: The dwelling units, the grounds and building exteriors, and major service systems.

A. Dwelling Unit Inspections

The unit inspection system has two primary goals:

1. To assure that all dwelling units comply with standards set by HUD and local codes; and
2. To assure that the staff knows at all times the condition of each unit for which it is responsible.

The achievement of these goals may require more than the annual HUD required inspection. The Maintenance Supervisor and the Housing Quality Standards Inspector are responsible for developing a unit inspection program that schedules inspections at the frequency required.

For all non-emergency inspections, the tenant shall be given at least 48 hour written notice of the inspection.

The maintenance staff or the Housing Quality Standards Inspector shall perform the unit inspection program. During each inspection, the staff shall perform specified preventive and routine maintenance tasks. Any other work items noted at the time of the inspection will be documented on inspection form. All uncompleted work items shall be converted to a work order within twenty-four hours of the completion of the inspection. The maintenance staff shall endeavor to complete all inspection-generated work items within 25 days of the inspection.

All maintenance staff is responsible for monitoring the condition of dwelling units. Whenever a maintenance staff member enters a dwelling unit for any purpose, such as completing a tenant request for service or accompanying a contractor, he or she shall record on an inspection form any required work he or she sees while in the apartment. These work items shall also be converted to a service request within twenty-four hours of discovery.

B. Verification of the Use of an Additional Bedroom as a Reasonable Accommodation

A “reasonable accommodation” is a change, exception, or adjustment to a rule, policy, practice, or service that **may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling.**

An additional bedroom may be approved as a reasonable accommodation to provide a sleeping room for a live-in aide, or to store medical equipment, unless the equipment can be stored in another room in the unit without causing overcrowding

When an additional bedroom is approved for a reasonable accommodation, HUD PIH Notice 2014-25 states that the intended use of the additional room must be verified annually.

As the maintenance team is responsible for monitoring the condition of dwelling units when they enter one for work orders, etc., they will check the additional bedroom and document the current use.

Documented use should be reported to the public housing specialist to review.

C. Building and Grounds Inspections

Regular inspections of the property grounds and building exteriors are required to maintain the curb appeal of the property. This curb appeal is required to maintain the attractiveness of the property for both current and prospective tenants. The inspection procedure will specify the desired condition of the areas to be inspected. This defined condition will include any HUD or locally required standards. The existence of these standards shall not prevent the City’s Housing Office from setting a higher standard that will make the property more competitive in the local market.

Building and grounds inspections must cover these areas:

1. Community room and other common space
2. Laundry facilities

3. Common entries
4. Grounds
5. Parking lots
6. Sidewalks and fences
7. Lawns, shrubs and trees
8. Trash collection areas
9. Building foundations

A HUD inspection form also includes common areas and building exteriors and grounds. The staff member responsible for the inspection shall note all deficiencies on the form and ensure that these deficiencies are recorded on work order within twenty-four hours of the inspection. The maintenance staff will complete all inspection-generated work items within 25 days of the inspection.

Nothing in this policy shall prevent any City employee from reporting any needed work that they see in the regular course of their daily activities. Such work items shall be reported to the City's Housing Office.

D. Systems Inspections

The regular inspection of all major systems is fundamental to a sound maintenance program. The major systems inspection program overlaps with the preventive maintenance program in some areas. To the extent that inspections, in addition to those required for scheduled service intervals, are needed, they will be a part of the inspection schedule. Any work items identified during an inspection shall be converted to a work order within twenty-four (24) hours and completed within thirty (30) days.

2.5 SCHEDULED ROUTINE MAINTENANCE

Included in this work category are all tasks that can be anticipated and put on a regular timetable for completion. Most of these routine tasks are those that contribute to the curb appeal and marketability of the property.

A. Pest Control/Extermination

The City's Housing Office will make all efforts to provide a healthy and pest-free environment for its tenants. It will determine which, if any, pests infest its properties and will then provide the best possible treatment for the eradication of those pests.

The Maintenance Supervisor will determine the most cost-effective way of delivering the treatments -- whether by contractor or licensed/certified housing personnel.

The Integrated Pest Management Plan will begin with an analysis of the current condition at each property. The Maintenance Supervisor shall make sure that an adequate schedule for treatment is developed to address any existing infestation. Special attention shall be paid to cockroaches. The schedule will include frequency and locations of treatment. Different schedules may be required for each property.

Tenant cooperation with the extermination plan is essential. All apartments in a building must be treated for the plan to be effective. Tenants will be given information about the extermination program at the time of move-in. All tenants will be informed at least one week before treatment. The notification will be in writing and will include instructions that describe how to prepare the unit for treatment. If necessary, the instructions shall be bilingual to properly notify the tenant population.

B. Landscaping and Grounds

The Maintenance Supervisor will prepare a routine maintenance schedule for the maintenance of the landscaping and grounds of its properties that will ensure their continuing attractiveness and marketability. The Supervisor will approve service contracts for landscaping.

Routine grounds maintenance includes numerous activities:

1. Litter control
2. Lawn care
3. Maintenance of driveways, sidewalks and parking lots
4. Care of flower and shrubbery beds and trees
5. Maintenance of playgrounds, benches and fences

The Maintenance Supervisor shall be responsible for the development of a routine maintenance schedule that shall include the following:

1. A clearly articulated standard of appearance for the grounds that acknowledges but is not limited to HUD and local code standards;
2. A list of tasks that are required to maintain that standard and the frequency with which the tasks must be performed;
3. The equipment, materials, and supplies required to perform the tasks and a schedule for their procurement; and

C. Building Exteriors and Interior Common Areas

The appearance of the outside of housing buildings as well as their interior common areas is important to their marketability. Therefore, the Maintenance Supervisor has established a routine maintenance schedule to ensure that they are always maintained in good condition. The components to be maintained include:

1. Family Investment Center Lobby
2. Public restrooms
3. Lighting fixtures
4. Common rooms and community spaces
5. Fences/Patios
6. Building walls
7. Windows

The Maintenance Supervisor is responsible for the development of a routine maintenance schedule for building exterior and interior common areas. The schedule shall be based on the following:

1. A clearly articulated standard of appearance for the building
2. A list of tasks required to maintain that standard
3. The frequency with which the tasks must be performed
4. A list of materials, equipment and supplies required performing the tasks.

D. Interior and Exterior Painting

The appearance and condition of the paint within each unit is important to unit condition and tenant satisfaction. Accordingly, the Maintenance Supervisor will develop a plan to ensure that interior paint in tenant dwelling units is satisfactorily maintained.

As part of this plan painting standards will be developed that include:

1. Surface preparation
2. Protection of non-painted surfaces
3. Color and finish
4. Paint quality
5. Methods of application approved

The plan will set out the conditions for the consideration of a painting request. These standards include the period of time that has elapsed since the last time the unit was painted. Alternatives for performance of the work will be included including the conditions under which a tenant will be allowed to paint his or her own unit.

2.6 TENANT GENERATED WORK ORDERS

This category of work refers to all tenant generated work requests that fall into no other category. These are non-emergency calls made by tenants seeking maintenance service. These requests for service cannot be planned in advance or responded to before the tenant calls.

It is the policy of the City's Housing Office to complete these work requests within three (3) to seven (7) days. However, unless the request is an emergency or entails work that compromises the habitability of the unit, these requests will be given a priority above scheduled routine and preventive maintenance. By following this procedure, the City's Housing Office believes it can achieve both good tenant service and a maintenance system that completes the most important work first and in the most cost effective manner.

3.0 CONTRACTING FOR SERVICES

The City's Housing Office will contract for maintenance services when it is in the best interests to do so. When the maintenance staff has the time and skills to perform the work at hand, they will be the first choice to perform a given task. When the maintenance staff has the skills to do the work required, but there is more work than there is time available to complete it, the City's Housing Office will determine whether it is more cost effective to use a contractor to complete the work. If the maintenance staff does not have the skills to complete the work, a contractor will

be chosen. In the last instance, the City's Housing Office will decide whether it will be cost effective to train a staff member to complete the work.

Once the decision has been made to hire a contractor, the process set out in the City's Procurement Policy will be used. These procedures vary depending on the expected dollar amount of the contract. The Housing Manager and the Maintenance Supervisor will work with the City's Purchasing Division to facilitate the contract award. The most important aspect of the bid documents will be the specifications or statement of work. The clearer the specifications, the easier it will be for the City's Housing Office to get the work product it requires.

4.0 MAINTENANCE CHARGES

1. Routine maintenance (labor charges) performed by maintenance staff during regular business hours 8:00 A.M. 4:00 P.M., Monday – Friday is charged at a rate of \$50.00 per hour. A minimum labor charge of \$25.00 is charged for all service calls.
2. Maintenance performed by maintenance staff (labor charges) after hours (other than the normal posted business hours) is charged at a rate of \$76.00 per hour.
3. Maintenance charges for afterhours service requests that require an outside contractor or vendor will be charged at the rate the contractor charges plus the cost of materials.
4. Charges to clean yards, alleys, or the area of responsibility around residences will be charged at the rate the contractor charges plus the cost of materials, or the hourly staff costs and charges as referenced in #1 above.
5. Lockouts during regular business hours will be billed at a rate of \$50.00 per hour with a minimum charge of \$25.00. After hours lockouts will be billed at time and a half rate of \$63.00 per hour, with a minimum charge of \$76.00. Material charges may be additional.
6. Lock changes are billed at \$31.00 per core, plus labor.
7. Repairs for broken windows will be charged the rate the contractor charges for labor and materials if done by a contractor, or the appropriate hourly maintenance rate plus the cost of materials if the work performed is done by the maintenance staff.
8. Refusal or inaccessibility to perform monthly pest control service will result in a \$72.00 rescheduling fee plus cost of materials.
9. Labor charges related to damages and repairs cost for items found not to be normal wear and tear at the time of move out will be charged at the standard maintenance charge per hour for labor plus the cost of materials. Contractor costs (if any) will be charged at the actual contractor invoice amount.
10. The cost of materials in all cases will be the actual cost of the materials plus a 20% fee for handling. (This includes taxes and postage/handling/trip fees.)

11. Charges for materials or repairs caused by tenant misuse or abuse will be charged at the standard maintenance hourly rate plus the cost of materials if done by city staff or the actual cost charged by an outside vender if not done by city staff.

5.0 KEY INFORMATION AND CHARGES

Key Information

Tenants will receive two (2) keys at move-in and when the door has to be rekeyed by installing a different core (recore).

Additional Keys

The cost for each additional key is \$10.00.

Additional Keys with No Recore Request

If a tenant requests additional keys because of a lost key and refuses to have their unit locks re-cored, the tenant will be required to sign a "*Liability Wavier*" prior to the additional key being issued.

Lost Keys

If the tenant loses their key and request to change the locks the charges are as follows:

# of Locks	Total Cost
2	\$ 101.00
3	\$ 127.00
4	\$ 163.00
5	\$ 189.00
6	\$ 215.00
7	\$ 252.00
8	\$ 278.00
9	\$ 315.00

Total Core Charge + Trip Charge/Labor + Total Key Cost = Total Cost

Payment

6.0 KEY PAYMENT NEEDS TO BE PROVIDED AT THE TIME OF REQUEST, OR AT THE TIME OF PICK UP TO THE OFFICE. ALL PAYMENTS MUST BE IN THE FORM OF CERTIFIED FUNDS.TEMPORARY RELOCATION ASSISTANCE AND TRANSFERS

Families residing in Chandler Public Housing may be asked to temporarily relocate for reasons that may include maintenance, capital improvements, or on a case-by-case basis for emergency purposes. This list is not all inclusive.

Depending upon the circumstances for relocation, the City's Housing Office may find it necessary to permanently move a family to a different unit.

The City's Housing Office will work closely with the Housing Specialist, Housing Supervisor, Housing Maintenance, and the assisted family to ensure the family is relocated in a timely manner, to an available unit that best suits the family's needs.

Please refer to the following for additional detail and forms for relocation and transfers:

- COCHRD'S Admissions and Continued Occupancy (ACOP) Policy, chapter 12;
- COCHRD's Temporary Relocation Forms Policy
- COCHRD's VAWA Emergency Transfer Plan



Pet Policy

The terms of this policy apply to the City of Chandler Housing and Redevelopment Division (the "City's Housing Office) Conventional Public Housing Program. This policy does not apply to previously approved and registered animals that are used to assist, support or provide service to persons with disabilities, or to service animals that visit public housing developments (See Assisted/Service Animal Policy).

A pet will not be approved to reside in a unit or on the leased property until registration requirements are met and a pet agreement is executed and approved.

A. Registration of Pet: Registration includes the following:

1. A completed and signed pet permit (attached);
2. Documentation signed by a licensed veterinarian or state/local authority that the pet has been spayed or neutered as applicable or in the case of underage animals within 30 days of the pet reaching 6 months of age;
3. Documentation signed by a licensed veterinarian that the pet has received all inoculations required by state or local law;
4. Documentation signed by a licensed veterinarian or state/local authority that the pet has no communicable disease(s) and is pest-free;
5. Documentation that the pet is licensed in accordance with state or local law; and
6. One photograph of the pet.

Registration must be renewed annually and will be coordinated with the annual reexamination date.

B. Pet Standards: All residents permitted to keep a pet under this policy shall comply with the following standards:

1. Only one pet, except fish, per household will be permitted.
2. A *common household pet* means a domesticated animal, such as a cat, dog (maximum adult weight: 20 pounds full grown), fish, and bird that are traditionally recognized as a companion animal and is kept in the home for pleasure rather than for commercial purposes. The City's Housing Office also permits a hamster, gerbil, guinea pig or a turtle. The size of the aquarium may not exceed 10 gallons. 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. Such a tank or aquarium will be counted as one (1) pet.

3. The following pets are not considered common household pets and will not be allowed:
 - i. Vicious or exotic, reptiles, insects (e.g., ant farms), arachnids (tarantulas), wild animals or feral animals, pot-bellied pigs, animals used for commercial breeding and/or intimidating pets.

C. Pet Deposits and Fees

1. Pet Deposits and Fees in the Family Developments:

- i. Resident/Pet owners of a dog or cat that meet the standards are required to pay a \$250 deposit before the pet is brought on the premises. \$100 is refunded when the resident vacates the premises and the property has no damages caused by the pet. \$150 is a non-refundable pet sanitation fee.
- ii. Resident/Pet owners, who have a dog or a cat that meet the standards, are required to pay a non-refundable pet fee of \$10 per month.

2. Pet Deposits and Fees in the Elderly Designated Development:

- i. Resident/Pet owners of a dog or cat that meet the standards are required to pay a \$250 deposit before the pet is brought on the premises. The \$250 pet deposit is refunded when the resident vacates the premises and the property has no damages caused by the pet.
- ii. Resident/Pet owners, who have a dog or a cat that meet the standards, are not required to pay a non-refundable pet fee or a sanitation fee.

3. Sanitation fee for unauthorized pets:

Residents who have a dog or cat without the written permission of the City's Housing Office will be charged a \$150 sanitation fee and must remove the animal from the premises within 48 hours.

D. Other Charges During Occupancy

1. Pet Related Damages During Occupancy: All reasonable expenses incurred by the City's Housing Office as a result of damages directly attributable to the presence of the pet in the property will be the responsibility of the resident, including but not limited to:
 - i. The cost of repairs and replacement to the resident's dwelling unit
 - ii. Fumigation of the dwelling unit
 - iii. Repairs to common areas of the property
 - iv. Elimination of fleas

2. Pet Waste Removal Charge: A separate pet waste removal charge of \$21.00 (a minimum labor charge) per occurrence will be assessed against the resident/pet owners who fail to remove pet waste in accordance to this policy.
- E. **Pet Rules:** Resident/Pet owners must maintain pets responsibly, in accordance with the City's Housing Office policies, and in compliance with applicable state and local public health, animal control, and animal cruelty laws and regulations.
1. All permitted 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 not to exceed six feet in length and must be under the control of the resident or other responsible individual at all times. Birds, hamsters, and gerbils must be confined to a cage at all times. Resident/Pet owners who reside in Scattered Sites are permitted to have the dog in the back yard.
 2. Pets are not permitted in the following common areas including but not limited to: lobbies, community rooms, playgrounds and basketball areas.
 3. The Resident/Pet owner shall be responsible for the removal of waste by placing it in a sealed plastic bag and disposing of it in a suitable covered trash container.
 4. The resident/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.
 5. The waste from litter boxes should be disposed of promptly and it must be maintained in a sanitary manner. Litter shall not be disposed of by being flushed through a toilet and litter boxes shall be kept inside the resident's dwelling unit.
 6. Resident/Pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any pet. The installation of pet doors is prohibited.
 7. Resident/Pet owners shall not permit their pet to disturb, interfere or diminish the peaceful enjoyment of neighbors. The term "disturb, interfere and diminish" shall include but not be limited to loud or continuous barking, howling, whining, chirping, biting, scratching, and other like activities. Complaints of disturbances or reactions of this nature shall constitute a violation of the lease and may result in the revocation of the pet permit, termination of the lease agreement, or both.
 8. No animals may be tethered or chained inside or outside the dwelling unit at any time.
 9. Resident/Pet owners 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 death or incapacity of the resident/pet owner, or by other factors that render the resident/pet owner unable to care for the pet.
 10. If the pet is left unattended for a period of twenty-four (24) hours or more, the City's Housing Office may authorize entrance to the dwelling unit, removal of the pet and transfer of the pet by proper authorities, subject to provision of Arizona law and local ordinances. The City's Housing Office accepts no responsibility for the animal under such circumstances.

11. Residents are prohibited from feeding or harboring stray animals. The feeding of stray animals shall constitute having a pet without the written permission of the City's Housing Office.
12. Residents are prohibited from having a pet without the written permission of the City's Housing Office This includes but not limited to a visiting pet or pet sitting.
13. Resident/Pet owners are responsible for the safety and health of their pet and to secure the pet during those scheduled occasions when the dwelling unit is being treated for control of pests or inspected.
14. Anchors that attach to the building, dog kennel or drill into the ground are not allowed.

F. **Pet Rule Violations**

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

If a PHA determination is made on objective facts supported by written statements received by an eye witness, that a resident/pet owner is in violation, the City's Housing Office may serve a written notice of lease violation(s) to the resident/pet owner. The resident/pet owner will have 3 business days from the effective date of the notice to correct the violation(s) or make a written request for a meeting to discuss the violation(s).

The resident/pet owner's failure to correct the violation(s), request a meeting, or appear at the requested meeting will result in the resident/pet owner being served a written lease counseling/termination warning. Any resident/pet owners who have a dog or cat without the written permission of the City's Housing Office will also be charged a sanitation fee listed in paragraph C and monthly pet fee for the months the dog or cat was in the unit.

The resident/pet owner's failure to correct the violation(s) after receiving the written lease counseling/termination warning will result in the initiation of procedures in paragraph H.

G. **Pet Removal**

1. If the death or incapacity of the resident/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 resident/pet owner.
2. If the responsible party is unwilling or unable to care for the pet, or if the City's Housing Office, after reasonable efforts, cannot contact the responsible party, City's Housing Office may contact the appropriate state or local agency and request the removal of the pet.
3. In the event of the death of a pet, the resident/pet owner shall properly and immediately remove and dispose of the remains. The remains shall not be placed in any container on the grounds of the property or in a container on the property grounds.

4. The privilege of maintaining a pet in a unit owned and/or operated by the City's Housing Office shall be subject to the requirements set forth in paragraph E, above. This privilege may be revoked at any time, subject to the grievance procedures.
5. 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.

H. Termination of Tenancy

1. The City's Housing Office may initiate procedures for termination of tenancy based on a pet rule violation if:
 - i. The resident/pet owner failed to remove the pet after three formal infraction notices or correct the pet rule violation within the time period specified, or
 - ii. The resident/pet owner has repeated violations of the pet agreement.



Pet Permit

Application for written permission to keep the following pet in a dwelling unit operated under the City of Chandler Housing and Redevelopment Public Housing program is hereby made:

Type of Animal:

Description of Animal:

Aquarium Size: _____ gallon**

The size of the aquarium may not exceed 10 gallons.

I have attached the following:

- ☐ Documentation signed by a licensed veterinarian or state/local authority that the pet has been spayed or neutered as applicable or, in the case of underage animals, within 30 days of the pet reaching 6 months of age;
- ☐ Documentation signed by a licensed veterinarian that the pet has received all inoculations required by state or local law;
- ☐ Documentation signed by a licensed veterinarian or state/local authority that the pet has no communicable disease(s) and is pest-free;
- ☐ Documentation that the pet is licensed in accordance with state or local law; and
- ☐ One photograph of the pet.

I designate the following two responsible parties for the care of my pet if the health or safety of my pet is threatened by death or my incapacity, or by other factors that render that I am unable to care for the pet.

Name of Responsible Party

Phone

Name of Responsible Party

Phone

Pet Ownership Certification

I certify to the following:

- I have a pet;
- I have received a copy, read and understand the above policy provisions;
- I agree to abide by those provisions, and
- I also understand that this policy is an attachment to my Lease and that a noncompliance with this policy may result in the withdrawal of the approval or termination of tenancy.

Head of Household Signature

Date

Tenant Address

I certify to the following:

- I do **not** have a pet;
- I have received a copy, read and understand the above policy provisions;
- I agree to abide by those provisions, and
- I also understand that this policy is an attachment to my Lease and that a noncompliance with this policy may result in termination of tenancy.

Head of Household Signature

Date

Tenant Address



House Rules for Public Housing

The House Rules ("Rules") of the City of Chandler Housing and Redevelopment Division (the "City's Housing Office") are incorporated into the Lease by reference. Tenants agree to comply with the Rules, Admissions and Continued Occupancy Policy (ACOP) and Lease. These Rules are reasonably related to the safety, care and cleanliness of the building, and the safety, comfort and convenience of the tenants. Failure to comply may lead to lease termination.

I. CITY OF CHANDLER'S HOUSING RESPONSIBILITIES:

- A. These Rules will be applied fairly and uniformly to all tenants.
- B. City's Housing staff and representatives/designees of the U.S. Department of Housing and Urban Development ("HUD") will inspect each unit at least annually to determine compliance with Uniform Physical Conditions Standards ("UPCS"). Upon completion of an inspection, Housing staff will inform the tenant the specific correction(s) required for unit compliance. If the first inspection finds areas of non-compliance, Housing staff will inform the tenant that training is available if needed for compliance. Housing staff will schedule a second inspection within a reasonable period of time. Failure of a second inspection constitutes a serious violation of the Lease. Housing staff has the right to inspect as many times as it deems necessary, with appropriate notice to the tenant.

II. TENANT'S RESPONSIBILITIES:

- A. The tenant is required to abide by these Rules. Failure to abide by the Rules may result in termination of the Lease.
- B. **OUTSIDE THE UNIT, the tenant must:**
 - 1) Keep the yard free of debris and trash. Exterior walls should be free of graffiti. Grease shall not be dumped on the exterior walls or grounds.
 - 2) Not damage the lawns or landscaping on the premises.
 - 3) Keep the front and rear patios, concrete slabs and steps clean and free of hazards. Any items stored on the patio must not impede access to the unit.
 - 4) Keep the sidewalks clean and free of hazards.
 - 5) Ensure that doors, windows and walls are kept clean and are not defaced.
 - 6) Not hang clothes and other items from trees, windows, bushes, patios, railings, etc., but only from designated clotheslines.
 - 7) Not hang or allow to be hung, wires or ropes from the windows, trees, or any other structure near a building.
 - 8) Obtain prior approval from the housing office, before installing a satellite dish, cable, telephone or internet. If approval was not obtained, the tenant will be responsible for all

damages and any charges associated with the removal, rerouting or repair from housing or the service provider. If approval is obtained, the tenant will refer to the installation guidelines for specific instructions.

- 9) Not to nail door wreaths into apartment doors. Tenants must use appropriate hangers, suction devices, or tape that will not damage the door finish.
- 10) Remove all seasonal decorations within three weeks after the celebrated holiday.
- 11) Not to place trampolines in the yards.
- 12) Not to place, use, keep, store, or maintain any upholstered furniture not manufactured for outdoor use, including, without limitation, upholstered chairs, upholstered couches, and mattresses, in any outside areas. Patio furniture must be in good condition.
- 13) Not have pools on any City's Housing property due to insurance restrictions.
- 14) Not use fire pits, fireplaces or chimneys (chimineas) on property.
- 15) Not have bounce houses or large inflatable play structures on any COCHRD property.
- 16) Not to place, use, keep, store, or maintain any inoperable outside cooking devices. Operable outside cooking devices must be used at a safe distance from the building to avoid any potential fire hazards. Outside cooking devices must not be stored in the common areas.
- 17) Not to use trees or gas meters for bike racks. Do not tie, lock, or attach bikes to a tree or a gas meter.
- 18) Not to use gas meter for any purpose. Do not use the gas meter or pipes to hang towels, rags, mops, brooms, etc.
- 19) Not to have garage/yard/patio sales.
- 20) Not to have more than four (4) potted plants. Each container shall not exceed a circumference of 12" and no taller than 12" (applicable only to family sites).
- 21) Not to make any alterations to the exterior of the building this includes the additional of any additional structures (i.e sheds, gazebo).
- 22) (Kingston Arms only) Keep the laundry area clean and neat. This includes removing lint from dryers and washers after each use. The equipment may only be used to wash and dry clothing or bedding. No other uses are permitted such as dying of fabric, etc.

C. INSIDE THE UNIT, the tenant must:

- 23) Not to make any alterations to the interior of the unit, this includes installing carpeting, painting, or alteration of walls, cabinets or other items without prior written consent.
- 24) Maintain the interior conditions of the unit by the following housekeeping standards:
 - a) Walls and baseboards: should be clean, free of dirt, grease, holes, and cobwebs
 - b) Floors: should be clean, dry and free of hazards, litter, and dirty clothes.
 - c) Ceilings: should be clean and free of cobwebs.
 - d) Windows: should be clean. Curtain hardware, shades and blinds should be intact.
 - e) Woodwork: should be clean, free of dust, gouges, or scratches.
 - f) Doors: should be clean, free of grease, gouges and scratches. Locks must all work.
 - g) Return air grille should be cleaned monthly.
 - h) Trash must be disposed of properly when the trash can(s) are full and not be left in the unit.

i) Entire unit should be free of rodent or insect infestation.

j) Kitchen—

- (i) Stove/Oven/Countertops: should be clean and free of food and grease.
- (ii) Refrigerator and Freezer: should be clean.
- (iii) Cabinets: should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets shall not be overloaded. Storage under the sink should be limited to small number of lightweight items to permit access for repairs. Heavy pots and pans must not be stored under the sink.
- (iv) Range Hood/Exhaust Fan: should be free of grease, food particles, and dust.
- (v) Sink: should be clean, free of grease and garbage. Dirty dishes must be washed and promptly put away.
- (vi) Floor: should be free of spills from food and liquids. Floor must be clean including the bottom edge under the cabinets and appliances.
- (vii) Food storage areas: should be neat and clean and free from spilled food.
- (viii) Trash/garbage: must be stored in a covered container until removed to the disposal area.

k) Bathroom—

- (i) Toilet and tank: should be clean and odor free.
- (ii) Tub and shower: should be clean and free of excessive mildew and mold. Shower curtains should be in place, and of adequate length to prevent damage by moisture.
- (ii) Bathroom sink: should be clean
- (i) Exhaust fans: should be free of dust.
- (ii) Floor should be clean and dry including baseboard areas.

l) Storage Areas—

- (i) Linen closet: should be neat, organized and clean.
- (ii) Other closets: should be neat, organized and clean.
- (iii) Other storage areas: should be neat, organized, clean and free of hazards.

25) Highly flammable materials must not be stored in the unit.

26) Tenants must not install a waterbed, except for documented medical requirements related to a specific disability. In such case, the tenant must provide proof of insurance and will be held responsible for all damages to COCHRD property resulting from water leak or other defects.

27) Tenants must not block emergency exits.

D. OUTSIDE THE FAMILY SCATTERED SITE UNIT:

The standards in Section D apply to scattered site developments only:

- 1) Patios (front and rear): no items are to be stored on the patio.
- 2) Fences: Must be kept free of vegetation and debris.
- 3) Cut and trim the grass or shrubbery in a timely manner pursuant to the Landscaping Policy.

E. BUSINESS ESTABLISHMENT ON THE PREMISES:

The tenant must not have any business or display signs of any type on the premises without the prior written approval of CCHRD.

F. NOISE:

Tenants must exercise good judgment and thoughtfulness for others while playing musical instruments, recording devices, radios, TV, computers and other audio equipment. Any noise disturbance identified within 20 feet of a tenant's apartment shall constitute a violation of the lease.

G. PEST CONTROL:

City's Housing staff provides regularly scheduled treatment for common pests. A refusal of service will result in a charge to the tenant. Resident pet owners are responsible for the safety and health of their pets, and to secure the pet during the pest control treatment. Unsecured pets may result in a charge to the tenant.

Tenants are encouraged to inspect secondhand items before bringing the items home.

Tenants are asked to notify the City's Housing Office if pest control treatment is needed. When treatment is scheduled, the tenant must remove items from cabinets, etc. as requested and follow all instructions of City's Housing staff or other pest control applicators. If a pest control problem is found by Housing staff during a unit inspection, Housing staff may declare that an emergency condition exists and immediately perform pest control in the dwelling unit without further notice to the tenant. If the unit is determined to be uninhabitable due to infestation, City's Housing Office will immediately contact the tenant.

If tenant allows a severe infestation to develop or fails to fully cooperate with the treatment plan will be considered a health and safety violation and cause for termination.

H. NO TRESPASS NOTICES:

The head of the household, household members, guests or visitors must not permit persons who have received a "No Trespass" notice from City's Housing Office to be in the unit. Housing staff will send a copy of the "No Trespass" notice to the head of the household and all adult members on the Lease at the same time it sends the letter to the person who is being warned about trespassing.

I. REFUSE AND TRASH:

Tenants must place all garbage, trash, and food waste in containers approved or provided by City's Housing Office and maintained in a sanitary and safe manner. Tenants must not set garbage outside units in non-garbage areas or containers at any time.

- 4) Scattered Site Development Only: Tenants who have trash cans/containers must keep the trash cans stored away from public view. Tenants must keep the doors to any shed or garage closed when they are not in use.
- 5) Tenants must refrain, and assure that household members and guests refrain, from littering or leaving trash and debris in any common areas, including all door stoops, patios, yards and dumpster enclosure areas.

J. CURFEW:

- 1) City of Chandler City Code, Section 11.1.1 – Curfew Hours – For Minors, *Offenses*:
 - (A) 10:00 p.m. to 5:00 a.m. (of the following day). - Minors under the age of sixteen (16) years are not allowed to be in, about, or upon any place in the City away from the property where the youth resides
 - (B) 12:00 a.m. and 5:00 a.m. (of the following day). Minors, age sixteen (16) years to under eighteen (18) years, are not allowed to be in, about, or upon any place in the City away from the property where the youth resides.
 - (C) It is unlawful for a parent or guardian of a minor to knowingly permit, or by insufficient control, allow a minor to violate subsection 11-1.1.

K. MISCELLANEOUS:

- 1) The tenant must:
 - (i) Not waste or use unreasonable amounts of water that the City Housing Office pays for. Car washing is prohibited on the properties located at 130 North Hamilton, 210 North McQueen, 73 South Hamilton, 127 North Kingston and 660 South Palm Lane.
 - (ii) Be held strictly responsible for any loss or damage to his/her and other units resulting from overflow of sinks, bathtubs or basins in his/her unit. Tenants are responsible for the condition of their units.
 - (iii) Immediately report to the housing office any accident, damage or loss of any kind to water pipes, toilets, drains, fixtures or other City's Housing property, and any mold or mildew.
 - (iv) Not use a stove or oven to heat the unit.
- 2) Not duplicate any unit keys. The head of the household is responsible for all keys City's Housing Office issues to them. The head of the household must make the request, if any household member needs extra keys.
- 3) Not receive mail addressed to persons who are not named in the Lease. Residents are not allowed to let anyone who is not an approved family member to use the address for any purpose, including receiving mail or deliveries.
- 4) Not install any dead bolts, door chains, or door guards.
- 5) Keep the water heater closet free of debris, motor vehicle parts, tires, and flammable materials, including lighter fluid, gasoline, or kerosene, and their containers. All stored items must have a 12 inch clearance from the hot water heater. Tenants in violation of this rule will receive a written warning for a first offense. Upon a second offense, City's Housing staff will not permit tenant access to the hot water heater closet.
- 6) Purchase a mailbox key for the cluster box located at their location from the post office within 30 days of the move in date in order to receive mail.

I/We have read and understand these House Rules and agree to abide by them during my/our residency.

SIGNATURE(S):

Address: _____

Head of Household Signature

Date

Other Adult Household Member Signature

Date

Other Adult Household Member Signature

Date

Other Adult Household Member Signature

Date



Radon Policy

Purpose. To establish the City's Public Housing Authority (PHA) policy in public housing facilities.

Background. Radon is a naturally occurring radioactive gas produced by the breakdown, or decay, of uranium in soil and rock. The health risk associated with radon is the increased risk of lung cancer. Radon may be found in both outdoor and indoor environments across the United States.

Radon may accumulate in homes by entering beneath the building (soil and rock), through the foundation, and into the building. Radon is colorless, tasteless, and odorless. Testing is required to detect radon in the indoor air of a building. The amount of radon gas in the air is typically measured in picocuries per liter of air (pCi/L).

The U.S. Environmental Protection Agency (EPA) published guidance for reducing airborne radon exposure in residences and schools. EPA recommends reducing radon levels to the greatest extent feasible. EPA recommends mitigation for residences with radon concentrations at or above 4 picocuries per liter of air (pCi/L).

The U.S. Department of Housing and Urban Development (HUD) established guidance in 24 CFR 50.3(i) and 58.5(i)(2) that requires all property to be free of contamination where a hazard could affect the health and safety of occupants or conflict with the intended use of the property. Section 50.3(i) states, "It is HUD policy that all property proposed for use in HUD programs be free of hazardous materials, contamination, toxic chemicals and gasses, and radioactive substances, where a hazard could affect the health and safety of occupants or conflict with the intended utilization of the property."

Policy. This directive establishes the policy to maintain acceptable levels of airborne radon.

- a) **PHA action levels.** Public housing facilities are considered acceptable for occupancy when radon levels are maintained below PHA action levels of 4 pCi/L or less.
- b) **Testing.** PHA will test for radon according to the American Association of Radon Scientists and Technologists, Protocol for Conducting Radon and Radon Decay

Product Measurements in Multifamily Buildings (ANSI-AARST MAMF-2010, Section III (or similar section in the most recent addition).

- c) Mitigation. It is the responsibility of the PHA to provide notice and mitigate locations that are 4 pCi/L or higher, in accordance with ASTM E 2121-11.
- d) Notification. PHA will provide EPA Radon Information Sheet to tenants.

Authority.

- a) U.S. Department of Housing and Urban Development Notice H 2013-03.
- b) 24 CFR Part 50, "Protection and Enhancement of Environmental Quality".
- c) Protocol for Conducting Radon and Radon Decay Product Measurements in Multifamily Buildings (ANSI-AARST MAMF-2010, Section III.

PUBLIC HOUSING SECURITY DEPOSIT AMOUNTS

Effective July 1, 2026

Public Housing Development – Family Sites & Kingston

Bedroom Size	Security Deposit Amount
1	\$350
2	\$400
3	\$450
4	\$500
5	\$550

Public Housing Scattered Sites – Single Family Homes

Bedroom Size	Security Deposit Amount
2	\$525
3	\$550
4	\$600
5	\$675



Smoke-Free Policy

The City of Chandler Housing and Redevelopment Division (COCHRD) and the United States Department of Housing and Urban Development (HUD) have become increasingly aware of the ill effects caused by secondhand smoke. These ill effects include but are not limited to (1) health concerns raised by other residents who experience secondhand smoke filtering into adjoining apartments, with resulting increased potential for lung related illnesses and disorders; (2) additional costs for maintenance such as cleaning, painting, replacing blinds and cleaning air conditioning coils; (3) safety concerns resulting from smokers disconnecting the smoke alarms in their units.

In response to these concerns and in order to provide a safe living environment for all Residents, on February 3, 2017, HUD issued a federal rule requiring all Public Housing Authorities implement a smoke-free policy. The COCHRD has adopted the following Policy:

1. Smoking is not permitted anywhere on public housing grounds, to include living units, interior and exterior common areas, outdoor areas, and in or near public housing and administrative office buildings.
2. The term "prohibited tobacco products" is defined as items that involve the ignition and burning of tobacco leaves, such as: cigarettes, cigars, pipes and water pipes (also known as hookahs).
3. The term "electronic delivery device" means any product that can be used to deliver aerosolized or vaporized nicotine, lobelia, or any other substance to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, or vape pen.
4. The term "interior common areas" include but are not limited to: hallways, rental and administrative offices, community rooms/centers, laundry rooms/centers and similar structures.
5. "Smoke" or "Smoking" means inhaling or exhaling smoke, aerosol, or vapor from any lighted or heated cigar, cigarette, pipe, electronic delivery device, or any other natural or synthetic tobacco or plant product. "Smoke" or "Smoking" also includes burning or possessing any lighted or heated cigar, cigarette, pipe, electronic delivery device, or any other natural or synthetic tobacco or plant product intended for inhalation.
6. The premises to be occupied by Resident and members of Resident's household have been

designated as a smoke-free living environment. Resident, members of Resident's household, and guests shall not smoke anywhere on the premises, including in the unit leased by Resident, interior and exterior common areas utilized by Residents and staff, and in or near the public housing buildings.

7. Residents are responsible for notifying their guests and invitees that the COCHRD has designated the property as a smoke-free property. Residents are responsible for ensuring that their guests and any and all visitors under their control fully comply with this policy.
8. Non-Smoking areas within the property include the following areas:
 - A. All Public Housing residential units.
 - B. All interior common areas.
 - C. All Public Housing grounds and buildings with no exceptions
9. Resident should promptly provide the COCHRD with a written statement of any incident where tobacco smoke is migrating into Resident's unit from sources outside Resident's unit.
10. The COCHRD will post No Smoking signs at entrances and exits, common areas, hallways and in conspicuous places at Public Housing family sites.
11. The COCHRD will take reasonable steps to enforce this Smoke-Free Policy and to make the unit smoke-free. The COCHRD is not required to take steps in response to smoking unless the COCHR knows of a violation of this Smoke-Free Policy or has been provided with written notice of any violation of this Policy.
12. A material breach of this Policy shall be a material breach of the Resident's Lease and the Rules and Regulations and grounds for termination of tenancy through a graduated enforcement approach. The COCHRD graduated enforcement framework will include:
 - A lease amendment identifying the actions that constitutes a policy violation and encourage residents to promptly provide a written statement of any incident where tobacco smoke is migrating into the resident's unit from sources outside the resident's unit.
 - If a determination is made on objective facts supported by written statements, that a tenant is in violation, the COCHRD may serve a written notice of lease violation(s) to the tenant to meet with the housing specialist to discuss the violation(s).
 - Documentation of noncompliance, if there are repeated violations (more than two) or persistent non-responsiveness will constitute a violation of the lease.
 - Eviction proceedings as a last resort.

Section XXIII of Resident's Lease refers to the Smoke-Free Policy restrictions.

13. Resident acknowledges that the COCHRD's adoption of a Smoke-Free living environment and its efforts to designate the unit as Smoke-Free do not make the COCHRD guarantor of

Resident’s health or of the smoke-free condition of Resident unit or the common areas. Resident acknowledges that the COCHRD’S adoption of a smoke-free living environment and its efforts to designate the unit as smoke-free do not in any way change the standard of care that the COCHRD has to Resident’s household to render units designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. The COCHRD specifically disclaims any implied or express warranties that the Resident’s premises will have any higher or improved air quality standards than any other rental units. The COCHRD cannot and does not warranty or promise that the rental premises will be free from secondhandsmoke.

- 14. Resident acknowledges that the COCHRD’S ability to police, monitor, or enforce the restrictions of this Policy is dependent in significant part on voluntary compliance by Resident and Resident’s guests and invitees. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that the COCHRD does not assume any higher duty of care to enforce this Policy than any other obligation imposed on them under the Lease or Rules and Regulations.
- 15. To assist all residents with the Smoke-Free Policy transition and to accommodate resident interest in smoking cessation, the COCHRD is committed to providing resources for cessation education and outreach.

Please refer to the Lease Addendum and/or your Section X and XXIII of the Lease Agreement for information regarding the Smoke-Free Policy restrictions.

By signing below, the resident acknowledges receipt of the Smoke-Free Policy.

_____ Head of Household Signature	_____ Date
_____ Other Adult Household Member Signature	_____ Date
_____ Other Adult Household Member Signature	_____ Date
_____ Other Adult Household Member Signature	_____ Date



Public Housing
Utility Allowance Schedules

Effective 07/01/2026



**CITY OF CHANDLER HOUSING AND
REDEVELOPMENT DIVISION, AZ**
PUBLIC HOUSING

MONTHLY UTILITY ALLOWANCE SCHEDULE
Effective Date: July 01, 2026

Building Type: Semi-Detached/Duplex

Kingston Arms AZ 28-1 (All Electric)	1BR	2BR	3BR	4BR	5BR
Electric (APS)	\$127.00	\$165.00			

Building Type: Semi-Detached/Duplex

Casa Del Sol, Casa de Esperanza, Casa Bonita, Casa Rosas AZ 28-2, 3	1BR	2BR	3BR	4BR	5BR
Electric (APS), Natural Gas	\$136.00	\$170.00	\$208.00	\$218.00	\$250.00

Building Type: Detached House

Scattered Sites AZ 28-9 & 28-11 (All Electric)	1BR	2BR	3BR	4BR	5BR
Electric (APS), Water, Sewer, Trash		\$251.00	\$295.00	\$330.00	\$350.00
Electric (SRP), Water, Sewer, Trash		\$202.00	\$232.00	\$258.00	\$272.00

Building Type: Detached House

Scattered Sites AZ 28-9 & 28-11 (All Gas)	1BR	2BR	3BR	4BR	5BR
Electric (APS), Natural Gas, Water, Sewer, Trash		\$253.00	\$293.00	\$321.00	\$344.00
Electric (SRP), Natural Gas, Water, Sewer, Trash		\$214.00	\$243.00	\$264.00	\$282.00



CITY OF CHANDLER HOUSING AND REDEVELOPMENT DIVISION, AZ

PUBLIC HOUSING

MONTHLY UTILITY ALLOWANCES

Chart 1

Effective July 01, 2026

Building Type: Semi-Detached/Duplex

Kingston Arms AZ-28-1 (All Electric) (EE Equip: Win,H,WH,Ins,CFL)	1BR	2BR	3BR	4BR	5BR
Electricity (L&A,A/C,H,WH,C) (APS)	\$127.00	\$165.00			

Building Type: Semi-Detached/Duplex

Casa del Sol, Casa de Esperanza, Casa Bonita, Casa Rosas AZ-28-2, 3 (EE Equip: Win,WH,Ins,CFL)	1BR	2BR	3BR	4BR	5BR
Electricity (L&A,A/C) (APS)	\$105.00	\$135.00	\$170.00	\$178.00	\$207.00
Natural Gas (H,WH,C)	\$31.00	\$35.00	\$38.00	\$40.00	\$43.00
Totals	\$136.00	\$170.00	\$208.00	\$218.00	\$250.00

A monthly average cost of the summer and winter adjustments were used for the electric and natural gas costs where applicable.

L&A= Lights & Appliances

A/C=Air Conditioning

H= Space Heating

WH= Water Heating

C= Cooking

EE Equip= Energy Efficient Equipment

Win= Windows

Ins= Insulation

CFL= 100% Fluorescent Lighting

APS= AZ Public Service

SRP= Salt River Proj

Note: Public Housing utility allowances are calculated similar to method of utility providers. These allowances are not calculated by end use (like Section 8), but by total usage for each utility type.

**CITY OF CHANDLER HOUSING AND
REDEVELOPMENT DIVISION, AZ**
PUBLIC HOUSING

Building Type: Detached House

Scattered Sites AZ-28-9, 28-11 (All Electric) (EE Equip: Win,H,WH,Ins,CFL)	1BR	2BR	3BR	4BR	5BR
Electricity (L&A,A/C,H,WH,C) (APS)		\$182.00	\$222.00	\$253.00	\$268.00
Electricity (L&A,A/C,H,WH,C) (SRP)		\$133.00	\$159.00	\$181.00	\$190.00
Water		\$20.00	\$24.00	\$28.00	\$33.00
Sewer		\$28.00	\$28.00	\$28.00	\$28.00
Trash Collection		\$21.00	\$21.00	\$21.00	\$21.00
Totals with APS		\$229.00	\$285.00	\$325.00	\$365.00
Totals with SRP		\$198.00	\$230.00	\$260.00	\$290.00

Building Type: Detached House

Scattered Sites AZ-28-9, 28-11 (All Gas) (EE Equip: Win,WH,Ins,CFL)	1BR	2BR	3BR	4BR	5BR
Electricity (L&A,A/C) (APS)		\$151.00	\$185.00	\$207.00	\$221.00
Electricity (L&A,A/C) (SRP)		\$112.00	\$135.00	\$150.00	\$159.00
Natural Gas (H,WH,C)		\$33.00	\$35.00	\$37.00	\$41.00
Water		\$20.00	\$24.00	\$28.00	\$33.00
Sewer		\$28.00	\$28.00	\$28.00	\$28.00
Trash Collection		\$21.00	\$21.00	\$21.00	\$21.00
Totals with APS		\$253.00	\$293.00	\$321.00	\$344.00
Totals with SRP		\$214.00	\$243.00	\$264.00	\$282.00

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

or go to

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, mortgagor, 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>.

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,

. 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, FYI, 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

. 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

. 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, contact

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.

DRAFTING NOTES FOR COVERED HOUSING PROVIDERS (MUST NOT APPEAR WORD FOR WORD IN PLAN): *This model contains only general provisions of an emergency transfer plan that apply across the covered HUD programs. Adoption of this model plan without further information addressing how the emergency transfer plan will operate is not sufficient to meet a covered housing provider's responsibility to adopt an emergency transfer plan. Covered housing providers (CHPs) must consult applicable regulations and program-specific HUD guidance when developing their own emergency transfer plans to ensure their plans contain all required elements. Instructions in brackets and drafting notes in italics throughout this document are provided to assist CHPs in drafting their policies and should be removed in the actual plan. "[CHP ACRONYM]" MUST BE REPLACED WITH THE ACRONYM OF THE COVERED HOUSING PROVIDER.*

**MODEL EMERGENCY TRANSFER PLAN FOR VICTIMS OF DOMESTIC VIOLENCE,
DATING VIOLENCE, SEXUAL ASSAULT, AND STALKING**

[INSERT NAME OF CHP; FOR HOPWA PROVIDERS - INSERT NAME OF GRANTEE "[CHP ACRONYM]" is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act of 1994, as amended ("VAWA"), [CHP ACRONYM] allows any tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. VAWA protections are not limited to women. Victims cannot be discriminated against on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance regarding safety and security. The plan is based on Federal regulations at 24 Code of Federal Regulations (CFR) part 5, subpart L, related program regulations, and the model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD). HUD is the Federal agency that oversees that [INSERT NAME OF PROGRAM OR RENTAL ASSISTANCE] is in compliance with VAWA.

Definitions

- **External emergency transfer** refers to an emergency relocation of a tenant to another unit where the tenant would be categorized as a new applicant; that is, the tenant must undergo an application process in order to reside in the new unit. [CHP CAN PROVIDE EXAMPLES OF EXTERNAL TRANSFERS.]
- **Internal emergency transfer** refers to an emergency relocation of a tenant to another unit where the tenant would not be categorized as a new applicant; that is, the tenant may reside in the new unit without having to undergo an application process. [CHP CAN PROVIDE EXAMPLES OF INTERNAL TRANSFERS.]
- **Safe unit** refers to a unit that the victim of VAWA violence/abuse believes is safe.
- **VAWA violence/abuse** means an incident or incidents of domestic violence, dating violence, sexual assault, or stalking, as those terms are defined in 24 CFR 5.2003 and "Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking" (Form HUD-5382).

Eligibility for Emergency Transfers

A tenant may seek an emergency transfer to another unit if they or their household member is a victim of VAWA violence/abuse, as outlined in the “Notice of Occupancy Rights Under the Violence Against Women Act,” Form HUD-5380. This emergency transfer plan provides further information on emergency transfers, and [CHP ACRONYM] must provide a copy if requested. [CHP ACRONYM] may ask for submission of a written request for an emergency transfer, such as form HUD-5383, to certify eligibility for the emergency transfer.

A Tenant is eligible for an emergency transfer if:

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

[CHP ACRONYM], in response to an emergency transfer request, should not evaluate whether the tenant is in good standing as part of the assessment or provision of an emergency transfer. Whether or not a tenant is in good standing does not impact their ability to request an emergency transfer under VAWA.

Emergency Transfer Policies

[INSERT CHP’S EMERGENCY TRANSFER POLICIES, INCLUDING THE FOLLOWING, WHERE APPLICABLE]

Internal transfers when a safe unit is immediately available:

[INSERT CHP’S POLICIES, INCLUDING TIME FRAMES FOR APPROVING OR DENYING AN EMERGENCY TRANSFER REQUEST, ONCE A FULL REQUEST IS RECEIVED AND ABSENT ANY CONFLICTING OR MISSING INFORMATION; POSSIBLE INTERNAL TRANSFER OPTIONS (AS APPLICABLE, AND WITHOUT DISCLOSING THE VICTIM’S LOCATION); AND PRIORITY STATUS RELATIVE TO OTHER TENANTS SEEKING TRANSFERS.]

Internal transfers when a safe unit is not immediately available:

[INSERT CHP’S POLICIES, INCLUDING TIME FRAMES FOR APPROVING OR DENYING AN EMERGENCY TRANSFER REQUEST, POSSIBLE INTERNAL TRANSFER OPTIONS (AS APPLICABLE, AND WITHOUT DISCLOSING THE VICTIM’S LOCATION), AND PRIORITY STATUS RELATIVE TO OTHER TENANTS SEEKING TRANSFERS.]

External transfers:

[INSERT CHP'S POLICIES, INCLUDING CHP'S ROLE IN FACILITATING EXTERNAL EMERGENCY TRANSFERS; IDENTIFYING AND DESCRIBING ANY TRANSFER AGREEMENTS WITH OUTSIDE CHPs; REFERRALS TO COMMUNITY PARTNERS AND AFFORDABLE HOUSING OPTIONS; TIME FRAMES FOR APPROVING OR DENYING AN EMERGENCY TRANSFER REQUEST, ONCE A FULL REQUEST IS RECEIVED AND ABSENT ANY CONFLICTING OR MISSING INFORMATION; AND PRIORITY STATUS GIVEN TO VAWA VICTIMS SEEKING EXTERNAL TRANSFERS INTO CHP'S PROPERTY.]

[INSERT POLICIES AND PROCEDURES FOR ASSISTING TENANTS WITH HOUSING CHOICE VOUCHERS OR OTHER TENANT-BASED RENTAL ASSISTANCE WHO QUALIFY FOR AN EMERGENCY TRANSFER TO MOVE QUICKLY WITH THAT ASSISTANCE.]

VAWA provisions do not supersede eligibility or other occupancy requirements that may apply under a covered housing program. [CHP ACRONYM] may be unable to transfer a tenant to a particular unit if the tenant cannot establish eligibility for that unit.

Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify [INSERT SPECIFIC CONTACT INFORMATION, WEBSITE, E-MAIL ADDRESS; AND/OR INSTRUCTIONS FOR REQUESTING AN EMERGENCY TRANSFER.] If [CHP ACRONYM] does not already have documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking, [CHP ACRONYM] may ask for this documentation in accordance with 24 CFR 5.2007. Unless [CHP ACRONYM] receives documentation that contains conflicting information, as described in 24 CFR 5.2007(b)(2), [CHP ACRONYM] cannot require third-party documentation to determine status as a VAWA victim for emergency transfer eligibility. [CHP ACRONYM] will provide reasonable accommodations to this policy for individuals with disabilities.

IF CHP REQUIRES A WRITTEN REQUEST FOR AN EMERGENCY TRANSFER

The tenant's written request for an emergency transfer must include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence, including trauma, if the tenant (or household member) stays in the same dwelling unit; OR
2. In the case of a tenant (or household member) who is a victim of sexual assault, **either** a statement that the tenant reasonably believes there is a threat of imminent harm from further violence or trauma if the tenant (or household member stays in the same dwelling unit), **or** a statement that the sexual assault occurred on the premises and the tenant requested an emergency transfer within 90 days (including holidays and weekend days) of when the assault occurred.

Form HUD-5383 may be used for making a written request for an emergency transfer.

DRAFTING NOTES FOR CHPs (MUST NOT APPEAR WORD FOR WORD IN PLAN)

- *The emergency transfer plan must include the length of time (at least 14 business days) that the tenant has to provide the requested documentation of VAWA victim status.*
- *CHPs are not required to request documentation from a tenant seeking an emergency transfer. However, if a CHP elects to require documentation from tenants seeking an emergency transfer, then the documentation requirement must be included in the CHP's emergency transfer plan and must comply with 24 CFR 5.2005(e)(10).*

- *CHPs do not have to require that emergency transfer requests be written. The request may be oral or written, at the CHP's option, but the CHP must make its policy and procedures clear in this plan.*
- *CHPs cannot require any third-party documentation in order to determine whether a tenant seeking an emergency transfer is a VAWA victim, unless CHP receives documentation of VAWA violence/abuse that contains conflicting information.*

Priority for Transfers

Tenants who qualify for an emergency transfer under VAWA will be given the following priority over other categories of tenants seeking transfers and individuals seeking placement on waiting lists.

[INSERT ANY MEASURE OF PRIORITY GIVEN UNDER THIS EMERGENCY TRANSFER PLAN.]

DRAFTING NOTES FOR CHPs (MUST NOT APPEAR WORD FOR WORD IN PLAN)

- *The emergency transfer plan must detail the measure of any priority given to tenants who qualify for an emergency transfer under VAWA in relation to other categories of tenants seeking transfers and individuals seeking placement on waiting lists.*
- *The emergency transfer plan must allow a tenant to make an internal emergency transfer under VAWA when a safe unit is immediately available.*
- *The emergency transfer plan must ensure that requests for internal emergency transfers under VAWA receive, at a minimum, any applicable additional priority that the CHP may already provide to other types of emergency transfer requests.*
- *CHPs should also refer to the applicable program regulations to determine if priorities or admission preferences apply with respect to external emergency transfers.*

Confidentiality

If a tenant inquires about or requests any VAWA protections or represents that they or a household member are a victim of VAWA violence/abuse entitled to VAWA protections, [CHP ACRONYM] must keep any information they provide concerning the VAWA violence/abuse, their request for an emergency transfer, and their or a household member's status as a victim strictly confidential. This information should be securely and separately kept from tenant files. All the information provided by or on behalf of the tenant to support an emergency transfer request, including information on the Certification Form (HUD-5382) and the Emergency Transfer Request Form (HUD-5383) (collectively referred to as "Confidential Information") may only be accessed by [CHP ACRONYM] employees or contractors if explicitly authorized by [CHP ACRONYM] for reasons that specifically call for those individuals to have access to that information under applicable Federal, State, or local law.

Confidential information must not be entered into any shared database or disclosed to any other entity or individual, except if:

- Written permission by the victim in a time-limited release;
- Required for use in an eviction proceeding or hearing regarding termination of assistance; or
- Otherwise required by applicable law.

In addition, HUD's VAWA regulations require emergency transfer plans to provide strict confidentiality measures to ensure that the location of the victim's dwelling unit is never disclosed to a person who committed or threatened to commit the VAWA violence/abuse. Accordingly, [INSERT ANY SPECIFIC MEASURES HERE.]

Emergency Transfer Procedure

[CHP ACRONYM] cannot specify how long it will take from the time a transfer request is approved until the tenant can be placed in a new, safe unit. [CHP ACRONYM] will, however, act as quickly as possible to assist a tenant who qualifies for an emergency transfer. If [CHP ACRONYM] identifies an available unit and the tenant believes that unit would not be safe, the tenant may request a transfer to a different unit. [CHP ACRONYM] may be unable to transfer a tenant and their household to a particular unit if the tenant and their household has not established or cannot establish eligibility for that unit.

If [CHP ACRONYM] does not have any safe and available units for which the tenant is eligible, [CHP ACRONYM] will assist the tenant in identifying other covered housing providers who may have safe and available units to which the tenant could move. At the tenant's request, [CHP ACRONYM] will also assist the tenant in contacting the local organizations offering assistance to victims of VAWA violence/abuse that are attached to this plan.

Making the Emergency Transfer Plan Available

[INSERT CHP'S POLICY FOR MAKING THE EMERGENCY TRANSFER PLAN AVAILABLE UPON REQUEST AND, WHEN FEASIBLE, PUBLICLY AVAILABLE.]

DRAFTING NOTES FOR CHPs (MUST NOT APPEAR WORD FOR WORD IN PLAN)

- *All materials must ensure effective communication with individuals with disabilities, including making materials available in alternative accessible formats, as well as providing reasonable accommodations.*
- *Additionally, CHP must have VAWA forms available in the language(s) outlined in their language access plan to meet limited English proficiency (LEP) obligations.*

Safety and Security of Tenants

When [CHP ACRONYM] receives any inquiry or request regarding an emergency transfer, [CHP ACRONYM] will encourage the person making the inquiry or request to take all reasonable precautions to be safe, including seeking guidance and assistance from a victim service provider. However, tenants are not required to receive guidance or assistance from a victim service provider.

For additional information on VAWA and to find help in your area, visit

<https://www.hud.gov/vawa>.

[INSERT CONTACT INFORMATION FOR LOCAL ORGANIZATIONS OFFERING ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING.]

DRAFTING NOTES FOR CHPs (MUST NOT APPEAR WORD FOR WORD IN PLAN)

- *Including a section on "Safety and Security of Tenants" and additional resources is encouraged, but not required.*
- *If CHP's have arrangements, including memoranda of understanding with other CHPs to facilitate moves, this information should be attached to the emergency transfer plan as well.*

Public reporting burden for this collection of information is estimated to range from four to eight hours per each covered housing provider's response, depending on the covered housing program. This includes the time to develop program and project-specific

emergency transfer policies and develop contacts with local service providers. 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. This is a model plan and covered housing providers in programs covered by VAWA may, at their discretion, use it to develop their own emergency transfer plans, as required under 24 CFR 5.2005(e). While HUD does not intend to collect emergency transfer plans, HUD may access these plans to ensure compliance with the regulations. 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 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.

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

or go to

. 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

**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

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.

EMERGENCY TRANSFER REQUEST FOR VICTIMS 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 housing assisted under a covered housing program, or if you are receiving transitional housing or rental assistance under a covered housing program, you may use this form to request an emergency transfer and certify that you qualify for an emergency transfer under the Violence Against Women Act (“VAWA”). This form refers to domestic violence, dating violence, sexual assault, or stalking as “VAWA violence/abuse.”

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

You may 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 there is a threat of imminent harm from further violence, including trauma, if you (or a household member) 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.

A covered housing provider, in response to an emergency transfer request, should not evaluate whether you are in good standing as part of the assessment or provision of an emergency transfer. Whether or not you are in good standing does not impact your ability to request an emergency transfer under VAWA.

However, submitting this form does not necessarily mean that you will receive an emergency transfer. See your covered housing provider’s VAWA Emergency Transfer Plan for more information about VAWA emergency transfers and see “Notice of Occupancy Rights Under the Violence Against Women Act,” Form HUD-5380, for additional housing rights you may be entitled to.

Am I required to submit any documentation to my covered housing provider? Your covered housing provider may request documentation proving that you, or a household member, are a victim of VAWA violence/abuse, in addition to completing this emergency transfer request form. The request can be met by completing and submitting the VAWA Self-certification Form (Form HUD-5382), unless the covered housing provider receives conflicting information about the VAWA violence/abuse. If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you may, instead, choose to submit that documentation to your covered housing provider. See “Notice of Occupancy Rights Under the Violence Against Women Act,” Form HUD-5380, for more information.

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 need this information in a language other than English? To read this in Spanish or another language, please contact

or go to

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

TO BE COMPLETED BY OR ON BEHALF OF THE TENANT REQUESTING AN EMERGENCY TRANSFER

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

4. Name(s) of other household member(s) who would transfer with the victim: _____

5. Name of the perpetrator (if known and can be safely disclosed): _____
6. Address of location from which the victim seeks to transfer: _____

7. Current Unit Size (# of bedrooms): _____
8. 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: _____

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

10. What features are requested for a safe unit? You may list here any information that would facilitate a suitable transfer, such as accessibility needs, and a description of where it is safe or unsafe for you to live.

(Please note that the ability to provide an emergency transfer is based on unit availability.)

- | | |
|---|--|
| ☐ New Neighborhood | ☐ New Building |
| ☐ First Floor unit | ☐ Second Floor unit (and above) |
| ☐ Near an Exit | ☐ Well-lit hallways/walkways |
| ☐ 24-hour Security | ☐ Accessible unit |
| ☐ Other: | |

11. To approve your request for an emergency transfer, your covered housing provider may require that you provide written documentation that you (or a household member) are a victim of VAWA violence/abuse. Your covered housing provider must make this request for documentation in writing. You can choose to submit any one of the following types of documentation:

- Form HUD-5382 *Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation*, which asks your name and the perpetrator's name (if known and safe to provide);
- A document signed by a victim service provider, attorney, mental health professional, or medical professional who has helped you address the VAWA violence/abuse. The professional must state "under penalty of perjury" that he/she/they believe in the occurrence of the incident of VAWA violence/abuse and that it is covered by VAWA. Both you and the professional must sign the statement;
- A police, administrative, or court record (such as a protective order) that shows you (or a household member) are a victim of VAWA violence/abuse; OR
- If permitted by your covered housing provider, a statement or other evidence provided by you.

Certification of 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 I meet the conditions described on this form to qualify for an emergency transfer.

Signature _____

Date _____

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. Covered housing providers in programs covered by VAWA may ask for a written request for an emergency transfer for a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking. Housing providers may distribute this form to tenants and tenants may use it to request an emergency transfer. The information is subject to the confidentiality requirements of VAWA. 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.



Vehicle Policy

Family Apartment Sites

The following rules govern the use of parking areas at the City of Chandler Public Housing properties located at 130 North Hamilton, 210 North Hamilton, 73 South Hamilton and 660 South Palm Lane.

NUMBER OF VEHICLES

Each apartment leased by a tenant/family allows one (1) vehicle to be registered to park on the property. Tenants with more than one (1) vehicle must park off the site on the public street not in visitor parking spaces. Any tenant, who parks more than one (1) vehicle on the property, will be noticed, fined, and/or the unauthorized vehicle will be towed. Each parking violation will be considered a violation of the Lease. Multiple parking tickets may be considered a repeated violation of a material term of the Lease ((XV(B)).

ASSIGNED PARKING SPACES

Each apartment will be assigned a numbered parking space corresponding with their apartment. Tenants may park only in their assigned space with a current decal attached to their vehicle. All vehicles will park head-in. No vehicles will be backed into a parking space. All tenants will park between the marked lines of the parking space and the vehicle or load/mirrors may not extend past the interior of the parking stripes/area.

The Housing Youth Center (HYC) parking lots are reserved for HYC related parking only, as is Head Start designated parking areas. Tenants are not to use these locations in place of their assigned space or for additional vehicles. Any tenant, who parks in another tenant's assigned space will be noticed, fined, and/or towed.

REGISTERING OF VEHICLES

Each tenant wishing to park a vehicle on the property will register that vehicle with the City's Housing Office. Commercial vehicles, with the exception of standard size passenger vehicle and a standard size pick-up truck, are not allowed to be registered or parked on the apartment site. The vehicle should be properly registered with the Motor Vehicle Division and be properly insured. Any driver of a registered vehicle should be properly licensed.

PARKING DECAL

The tenant will receive a parking decal, along with a copy and explanation of the policy, rules and regulations. All vehicles must have an appropriate decal to park in an assigned parking space.

If, for any reason, a tenant no longer owns or operates a vehicle with a current City's Housing parking decal on it, the tenant will notify the City's Housing Office within forty-eight (48) hours of the change. If a tenant acquires a different vehicle and wishes to park the new vehicle in their assigned space, the tenant must ***first*** have a new parking decal issued for that vehicle. Failure to do so ***before*** parking on housing property will result in a notice, fine and/or tow. **Only one parking decal per apartment will be issued at any time.** The parking decal will be displayed on the driver's side of the rear window; however, the alternate location for tinted windows will be the front passenger lower right side window. The parking decal will be visible at all times. Any alterations to the decal will result in a notice

and fine and/or tow and the tenant will be required to purchase a new parking decal. The decal will be valid until the vehicle is replaced, damaged, unreadable or the lease is terminated. The cost to the tenant for a new vehicle replacement decal or damaged decal is \$5.00 per occurrence.

TEMPORARY PARKING

Temporary parking in visitor spaces are at the discretion of the City's Housing Office and made on a case-by-case basis. Tenants needing temporary parking must meet with their assigned Housing Specialist.

LOST OR STOLEN PARKING DECALS

If, for any reason, a parking decal that is attached to the vehicle becomes damaged or missing, the tenant will notify the City's Housing Office within forty-eight (48) hours. A replacement decal will then be issued. The cost of the replacement decal will be \$5.00.

VISITOR PARKING

Tenants are responsible for communicating the vehicle policy rules to their guests and service providers. Tenant's visitors will park only in marked "Visitor" spaces. If there are no visitor spaces available, the visitor will be required to park off the property. Visitors will not park in the spaces assigned to tenants. Visitors may not park in a visitor space for longer than twenty-four (24) hours without City's Housing Office prior approval. (**NOTE:** Tenants are required to notify the City's Housing Office regarding any visitor(s) who is staying overnight.) **Tenants are responsible for their visitors' parking.** Visitors parking policy violations may result in a lease violation, a fine, and/or towing, and will be charged to the appropriate tenant.

UNAUTHORIZED PARKING

1. No parking outside or beyond the marked parking spaces or having loads or object that protrudes beyond the designated parking space.
2. No parking on sidewalks, pathways or common areas.
3. No parking on lawns or other landscaped areas, including granite/gravel areas.
4. No parking in fire lanes.
5. No boats, trailers, or campers.
6. Vehicles larger than the standard size passenger vehicle/van/pick-up truck are not permitted on the property.
7. Do not block access to dumpsters.
8. Never block entrances or exits with any vehicle.
9. Do not park in any other area designated by hash marks, and/or no parking areas.
10. Vehicles, which are determined by the City's Housing Office, to be inoperable or leaking excessive fluids or posing a threat to the safety of the tenants, shall not be stored or allowed on the property.
11. Never store or park a motorcycle, motorbike, etc. inside a building/storage unit.

A vehicle may be temporarily parked in the driveway (**EXCEPT MARKED FIRE LANES**) only for and during loading, or unloading, **and shall not be left unattended.** Vehicles parked in a driveway for loading or unloading must not block the drive, dumpsters, or any other tenant's assigned space. Any vehicle found in violation of the above policy will result in a notice and fine and/or possible towing at owner's expense.

VEHICLE MAINTENANCE

Vehicle maintenance and washing of vehicles is not allowed on the property. Please take your vehicle to a car wash facility to wash your vehicle or a repair or service shop for service. Motor vehicle parts may not be left unattended, stored outside the apartments, on the common grounds or around vehicles. Such parts found unattended will be disposed of immediately by City's Housing Office personnel and the tenant will be charged for clean-up.

INOPERATIVE VEHICLES

No vehicle shall be left inoperative on the property for more than forty-eight (48) hours. Tenants may be required to start up and drive a vehicle at the request of the City of Chandler Housing Police Officer or Housing Office Representative. If the vehicle fails to start, fails to move under its own power, or if the tenant refuses or otherwise fails to start up and drive a vehicle, that vehicle will be considered to be inoperable and the tenant will be noticed, fined and/or subject to towing.

VEHICLES THAT ARE LEAKING EXCESSIVE FLUIDS

After notification the tenant will have twenty-four (24) hours to clean up leaking fluids because a continuous leak will result in damage to the asphalt. Clean up includes removing any material(s) used for absorbing fluids.

To avoid a ticket, cleanup charges and/or repair charges for damage or staining to the surface, tenants are highly encouraged to use a drip pan under any vehicle with gas, oil, transmission, or radiator leaks. If a drip pan will be used ensure you mark the pan with your name and unit number and clean it often.

Excessive leaking refers to any leak that creates a puddle or stain greater than four (4) inches in diameter. Pictures will be taken of vehicle causing leaks as well as the leak itself and placed in the tenant's file along with a copy of the ticket.

WARNINGS

At the sole discretion of the City of Chandler Housing Police officer or City's Housing Office Representative, a warning may be issued in lieu of towing for a first time offender.

PARKING VIOLATION NOTICES (TICKETS)

Parking violation notices (tickets) that result in fines will be issued by the City of Chandler Housing Police Officer or City's Housing Representative for any violation listed in this Vehicle Policy (also see Schedule of Charges). A copy of the notice (ticket) will be placed on the vehicle and a copy will be mailed to the tenant by first class mail. Tenants will have ten (10) business days from receipt of the parking violation notice to request a hearing regarding the parking violation. **Parking fines will be added to the monthly statement of charges (rent and other charges) after the violation.**

TOWING

The City's Housing Office, the local Police Department or the Fire Department may tow any vehicle on the property under the following conditions:

1. Any vehicle that is in violation of any section of this vehicle parking policy or other traffic control policies.
2. Any vehicle that constitutes an emergency situation or is an immediate threat to the health or safety of tenants or staff.

Tow notices will be in the form of a tow sticker attached to the vehicle. This tow sticker will include vehicle description and the tow date. Removal of this tow sticker by the tenant will not stop a tow. Any vehicle that is towed will be done at the expense of the owner.

SCHEDULE OF CHARGES

All parking policy violations will be addressed as follows:

- First Parking Violation Notice:..... \$10.00 fine and receive a parking violation notice (ticket).
- Second Parking Violation Notice: \$20.00 fine, parking violation notice and counseling.
- Third Parking Violation Notice: \$30.00 fine, loss of on-site parking privileges for three (3) months.
- Fourth and Subsequent Notices:..... Vehicle towed at tenant's expense and permanent loss of on-site parking privileges.

VEHICLE REGISTRATION

Vehicle Policy

Family Apartment Sites

VEHICLE INFORMATION

Name of Owner: _____

Address of Owner: _____

Make: _____

Model: _____

Year: _____ **Color:** _____

Plate #: _____

State of Registration: _____

The signature of Tenant and any Co-Tenants as set forth below is their acknowledgment that they have received and reviewed the Vehicle Policy and that the terms and conditions have been thoroughly explained to them.

Head of Household Signature

Date

Other Adult Household Member Signature

Date

Other Adult Household Member Signature

Date

Other Adult Household Member Signature

Date



Vehicle Policy Kingston Arms Apartments

NUMBER OF VEHICLES

Each apartment leased by a tenant/family allows one (1) vehicle to be registered to park on the property. Tenants with more than one (1) vehicle must park off the site on the public street not in visitor spaces. Any tenant, who parks more than one (1) vehicle on the property will be noticed, fined and/or the unauthorized vehicle will be towed. Each parking violation will be considered a violation of the Lease.

ASSIGNED PARKING SPACES

Parking spaces are not assigned at Kingston Arms due to the limited amount of parking spaces. Parking is on a first come, first served basis. All vehicles will park head-in. No vehicles will be backed into a parking space. All tenants will park between the marked lines of the parking space and the vehicle or load/mirrors may not extend past the interior of the parking stripes/area.

REGISTERING OF VEHICLES

Each tenant wishing to park a vehicle on the property will register that vehicle with the City's Housing Office. Commercial vehicles, with the exception of a standard size passenger vehicle and a standard size pick-up truck, are not allowed to be registered or parked on the apartment site. The vehicle should be properly registered with the Motor Vehicle Division and be properly insured. Any driver of a registered vehicle should be properly licensed.

PARKING DECAL

The tenant will receive a parking decal, along with a copy and explanation of the policy, rules and regulations. All vehicles must have an appropriate decal to park in a parking space.

If, for any reason, a tenant no longer owns or operates a vehicle with a current City's Housing parking decal on it, the tenant will notify the City's Housing Office within forty-eight (48) hours of the change. If a tenant acquires a different vehicle and wishes to park the new vehicle in the parking lot, the tenant must ***first*** have a new parking decal issued for that vehicle. Failure to do so ***before*** parking on housing property will result in a notice, fine and/or tow. **Only one parking decal per apartment will be issued at any time.** The parking decal will be displayed on the driver's side of the rear window; however, the alternate location for tinted windows will be the front passenger lower right side window. The parking decal will be visible at all times. Any alterations to the decal will result in a notice and fine and/or tow and the tenant will be required to purchase a new parking decal. The decal will be valid until the vehicle is replaced, damaged and unreadable or the lease is terminated. The cost to the tenant for a new vehicle replacement decal or damaged decal is \$5.00 per occurrence.

LOST OR STOLEN PARKING DECALS

If, for any reason, a parking decal that is attached to the vehicle becomes damaged or missing, the tenant will notify the City's Housing Office within forty-eight (48) hours. A replacement decal will then be issued. The cost of the replacement decal will be \$5.00.

VISITOR PARKING

Tenants are responsible for communicating the vehicle policy rules to their guests and service providers. Tenant's visitors will park only in marked "*Visitor*" spaces. If there are no visitor spaces available, the visitor will be required to park off the property. Visitors will not park in the spaces available to tenants. Tenants are not to park in visitor's spaces. Visitors may not park in a visitor space for longer than twenty-four (24) hours without City's Housing Office approval. **(NOTE: Tenants are required to notify the City's Housing Office regarding any visitor(s) who is staying overnight.) Tenants are responsible for their visitors' parking.** Visitors' parking policy violations may result in a lease violation and fine and/or towing, and will be charged to the appropriate tenant.

UNAUTHORIZED PARKING

1. No parking outside or beyond the marked parking spaces or having loads or object that protrudes beyond the designated parking space.
2. No parking on sidewalks, pathways or common areas.
3. No parking on lawns or other landscaped areas, including granite/gravel areas.
4. No parking in fire lanes.
5. No boats, trailers, or campers.
6. Vehicles larger than the standard size passenger vehicle/van/pick-up truck are not permitted on the property.
7. Do not block access to dumpsters.
8. Never block entrances or exists with any vehicle.
9. Do not park in any other area designated by hash marks, and/or no parking areas.
10. Vehicles, which are determined by the City's Housing Office, to be inoperable or leaking excessive fluids or posing a threat to the safety of the tenants, shall not be stored or allowed on the property.
11. Never store or park a motorcycle, motorbike, etc. inside a building/storage unit.

A vehicle may be temporarily parked in the driveway **(EXCEPT MARKED FIRE LANES)** only for and during loading or unloading, **and shall not be left unattended.** Vehicles parked in a driveway for loading or unloading must not block the drive or dumpsters. Any vehicle found in violation of the above policy will result in a notice and fine and/or possible towing at owner's expense.

VEHICLE MAINTENANCE

Vehicle maintenance and washing of vehicles is not allowed on the property. Please take your vehicle to a car wash facility to wash your vehicle or a repair or service shop for service. Motor vehicle parts may not be left unattended, stored outside apartments, on the common grounds or around vehicles. Such parts found unattended will be disposed of immediately by City's Housing Office personnel and the tenant will be charged for clean up.

INOPERATIVE VEHICLES

No vehicle shall be left inoperative on the property for more than forty-eight (48) hours. Tenants may be required to start up and drive a vehicle at the request of the City of Chandler Housing Police Officer or City's Housing Office Representative. If the vehicle fails to start, fails to move under its own power, or if the tenant refuses or otherwise fails to start up and drive a vehicle, that vehicle will be considered to be inoperable and the tenant will be noticed, fined and/or subject to towing.

VEHICLES THAT ARE LEAKING EXCESSIVE FLUIDS

After notification the tenant will have twenty-four (24) hours to clean up leaking fluids because a continuous leak will result in damage to the asphalt. Clean up includes removing any material(s) used for absorbing fluids.

To avoid a ticket, cleanup charges and/or repair charges for damage, or staining to the surface, tenants are highly encouraged to use a drip pan under any vehicle with gas, oil, transmission, or radiator leaks. If a drip pan will be used, ensure you mark the pan with your name and unit number and clean it often.

Excessive leaking refers to any leak that creates a puddle or stain greater than four (4) inches in diameter. Pictures will be taken of vehicle causing leaks as well as the leak itself and placed in the tenant's file along with a copy of the ticket.

WARNINGS

At the sole discretion of the City of Chandler Housing Police Officer or City's Housing Representative a warning may be issued in lieu of towing for a first time offender.

PARKING VIOLATION NOTICES (TICKETS)

Parking violation notices (tickets) that result in fines will be issued by the City of Chandler Housing Police Officer or Housing Representative for any violation listed in this Vehicle Policy (also see Schedule of Charges). A copy of the notice (ticket) will be placed on the vehicle and a copy will be mailed to the tenant by first class mail. Tenants will have ten (10) business days from receipt of the parking violation notice to request a hearing regarding the parking violation. **Parking fines will be added to the monthly statement of charges (rent and other charges) after the violation.**

TOWING

The City's Housing Office, the local Police Department or Fire Department may tow any vehicle on housing division the property under the following conditions:

1. Any vehicle that is in violation of any section of this Vehicle Policy or other traffic control policies.
2. Any vehicle that constitutes an emergency situation or is an immediate threat to the health or safety of tenants or staff.

Tow notices will be in the form of a tow sticker attached to the vehicle. This tow sticker will include vehicle description and the tow date. Removal of this tow sticker by the tenant will not stop a tow. Any vehicle that is towed will be done at the expense of the owner.

SCHEDULE OF CHARGES

All parking policy violations will be addressed as follows:

- First Parking Violation Notice:..... \$10.00 fine, counseling, and a lease violation.
- Second Parking Violation Notice: ... \$20.00 fine, counseling, and a lease violation.
- Third Parking Violation Notice: \$30.00 fine, loss of on-site parking privileges for three (3) months.
- Fourth and Subsequent Notices:.... Vehicle towed at tenant's expense and permanent loss of on-site parking privileges.

VEHICLE REGISTRATION
Vehicle Policy
Kingston Arms Apartments

VEHICLE INFORMATION	
Name of Owner: _____	
Address of Owner: _____	
Make: _____	
Model: _____	
Year: _____	Color: _____
Plate #: _____	
State of Registration: _____	

The signature of Tenant and any Co-Tenants as set forth below is their acknowledgment that they have received and reviewed the Vehicle Policy and that the terms and conditions have been thoroughly explained to them.

_____ Head of Household Signature	_____ Date
_____ Other Adult Household Member Signature	_____ Date
_____ Other Adult Household Member Signature	_____ Date
_____ Other Adult Household Member Signature	_____ Date



Vehicle Policy Scattered Site Housing

NUMBER OF VEHICLES

Each scattered site home leased by a tenant/family allows a maximum of up to four (4) vehicles to be registered to park on the property. Any tenant, who parks more vehicles, than is registered with the City's Housing Office will be noticed and fined and/or the unauthorized vehicle will be towed. If tenant wishes to park more than the number of authorized, registered vehicles, any additional vehicles must be parked off the property. Each parking violation will be considered a violation of the Lease.

PARKING

Tenants will only be allowed to park on the existing concrete driveway, under the carport or in the garage, depending on the parking amenities that come with the home. Parking may also be allowed on the public street. Tenants and their visitors are not allowed to park on front, side or rear yards, sidewalks or patios. This parking restriction includes all motorized vehicles, and attachments.

REGISTERING OF VEHICLES

Each tenant wishing to park a vehicle on the property will register that vehicle with the City's Housing Office. Commercial vehicles, with the exception of standard size passenger vehicles and standard size pick-up trucks, are not allowed to be registered or parked on the property. All vehicles should be properly registered with the Motor Vehicle Division and be properly insured. Any driver of a registered vehicle should be properly licensed.

PARKING DECAL

The tenant will receive a parking decal, along with a copy and explanation of the policy, rules and regulations. All vehicles must have an appropriate decal to park at their residence.

If, for any reason, a tenant no longer owns or operates a vehicle with a current City's Housing parking decal on it, the tenant will notify the City's Housing Office within forty-eight (48) hours of the change. If a tenant acquires a different vehicle and wishes to park the new vehicle at their residence, the tenant must ***first*** have a new parking decal issued for that vehicle. Failure to do so ***before*** parking at the residence will result in a notice, fine and/or tow. The parking decal will be displayed on the driver's side of the rear window; however, the alternate location for tinted windows will be the front passenger lower right side window. The parking decal will be visible at all times. Any alterations to the decal will result in a notice and fine and/or tow and the tenant will be required to purchase a new parking decal. The decals will be valid until the vehicle is replaced, damaged, unreadable or the lease is terminated. The cost to the tenant for a new vehicle replacement decal or damaged decal is \$5.00 per occurrence.

LOST OR STOLEN PARKING DECALS

If, for any reason, a parking decal that is attached to the tenant vehicle becomes damaged or missing, the tenant will notify the City's Housing Office within forty-eight (48) hours. A replacement decal will then be issued. The cost of the replacement decal will be \$5.00.

VISITOR PARKING

Tenants are responsible for communicating the vehicle policy rules to their guests and service providers. Tenant's visitors may not park at a tenant's home for more than twenty-four (24) hours without City's Housing Office approval. **(NOTE: Tenants are required to notify the City's Housing Office regarding any visitor(s) staying overnight.) Tenants are responsible for their visitors' parking.** Visitors' parking policy violations may result in a notice and fine and/or tow, and will be charged to the appropriate tenant.

UNAUTHORIZED PARKING

1. No parking on lawns or other landscaped areas.
2. No parking on sidewalks, pathways or granite/gravel areas.
3. No parking in back yards or alleys.
4. Never store or park a motorcycle, motorbike, etc. inside a home/storage unit.

Any vehicle found in violation of the above policy will result a notice and fine and/or possible towing at owner's expense.

VEHICLE MAINTENANCE

Vehicle maintenance is not allowed on the property. Motor vehicle parts may not be left unattended or stored outside the home, on the driveway or around vehicles. Such parts found unattended will be disposed of immediately by City's Housing Office personnel, and the tenant will be charged for clean up.

Tenants or visitors found to be in violation of this policy will be noticed and fined and potentially charged for any clean up costs.

INOPERATIVE VEHICLES

No vehicle shall be left inoperative at a tenant's home for more than forty-eight (48) hours. Tenants may be required to start up and drive a vehicle at the request of the City of Chandler Housing Police Officer or Housing Representative. If the vehicle fails to start, fails to move under its own power, or if the tenant refuses or otherwise fails to start up and drive a vehicle, that vehicle will be considered to be inoperable, and the tenant will be noticed and fined and/or subject to towing.

Storage of inoperable or "project" vehicles in also not allowed in garages, carports or on driveways. Boats, trailers, RV's, ATV's (etc.) are to be parked or stored at an off property storage facility and not parked at the residence. If accessory recreational type vehicles must be temporarily parked on property (for overnight loading or unloading), they must adhere to the previously outlined rules and they must be in good and operable condition. Boats, campers and RV's may not be used for storage purposes.

VEHICLES THAT ARE LEAKING EXCESSIVE FLUIDS

After notification the tenant will have twenty-four (24) hours to clean up leaking fluids because a continuous leak will result in damage to the surface. Clean up includes removing any material(s) used for absorbing fluids.

To avoid a ticket, cleanup charges, and/or repair charges for damage or staining to the surface, tenants are highly encouraged to use a drip pan under any vehicle with gas, oil, transmission, or radiator leaks. If a drip pan will be used ensure you mark the pan with your name and clean it often.

Excessive leaking refers to any leak that creates a puddle or stain greater than four (4) inches in diameter. Pictures will be taken of vehicle causing leaks as well as the leak itself and placed in the tenant's file along with a copy of the ticket.

WARNINGS

At the sole discretion of the City of Chandler Housing Police Officer or City's Housing Representative a warning may be issued in lieu of towing for a first-time offender.

PARKING VIOLATION NOTICES (TICKETS)

Parking violation notices (tickets) that result in fines will be issued by the City of Chandler Housing Police Officer or a City's Housing Representative for any violation listed in this Vehicle Policy (also see Schedule of Charges). A copy of the notice (ticket) will be placed on the vehicle and a copy will be mailed to the tenant by first class mail. Tenants will have ten (10) business days from receipt of the parking violation notice to request a hearing regarding the parking violation. **Parking fines will be added to your monthly statement of charges (rent and other charges) after the violation.**

TOWING

The City's Housing Office, the local Police Department or Fire Department may tow any vehicle on the property under the following conditions:

1. Any vehicle that is in violation of any section of this vehicle policy or other traffic control policies.
2. Any vehicle that constitutes an emergency or is an immediate threat to the health or safety of tenants or staff.

Tow notices will be in the form of a tow sticker attached to the vehicle. This tow sticker will include vehicle description and the tow date. Removal of this tow sticker by the tenant will not stop a tow. Any vehicle that is towed will be done at the expense of the owner.

SCHEDULE OF CHARGES

All parking policy violations will be addressed as follows:

- First Parking Violation Notice:..... \$10.00 fine and receive a parking violation notice (ticket).
- Second Parking Violation Notice: \$20.00 fine, parking violation notice and counseling.
- Third Parking Violation Notice: \$30.00 fine, loss of on-site parking privileges for three (3) months.
- Fourth and Subsequent Notices:..... Vehicle towed at tenant's expense and permanent loss of on-site parking privileges.

VEHICLE REGISTRATION/INFORMATION
Vehicle Policy
Scattered Site Housing

VEHICLE INFORMATION	
Name of Owner: _____	
Address of Owner: _____	
Make: _____	
Model: _____	
Year: _____	Color: _____
Plate #: _____	
State of Registration: _____	

The signature of Tenant and any Co-Tenants as set forth below is their acknowledgment that they have received and reviewed the Vehicle Policy and that the terms and conditions have been thoroughly explained to them.

Head of Household Signature

Date

Other Adult Household Member Signature

Date

Other Adult Household Member Signature

Date

Other Adult Household Member Signature

Date