



**HOUSING AUTHORITY
OF THE
COUNTY OF DAUPHIN**

**RESIDENTIAL LEASE
AND
INFORMATIONAL PAMPHLET**

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INTRODUCTION

The Housing Authority of the County of Dauphin (the “Authority”) is pleased to provide you with this Residential Lease and Informational Pamphlet which brings together all the various Resident and Authority rights and obligations related to your lease of an Authority owned apartment.

The enclosed Lease has been reviewed by the Authority's residents, the Resident Advisory Board and by the Authority's attorney and contains many of the recommendations suggested by the reviewers. This Lease conforms with the requirements of the current federal housing law. We believe that it presents our mutual rights and responsibilities in a clear, concise manner while also satisfying HUD requirements. The Lease is a legal contract. We strongly encourage you to read it carefully and completely.

This pamphlet is divided into five sections described below.

SECTION I, LEASE PARTS ONE AND TWO – Part One of the Lease along with the other Lease attachments and documents in this pamphlet clearly state your rights and responsibilities as a Resident. Part Two of the Lease, which appears in blank in this pamphlet, consists of information about the Resident that must be completed at the time of Lease signing including the names of the family members, the initial rent, the utility allowance, other charges, the security deposit, literature received, and the signatures. A completed and signed copy of Part Two of the Lease will be given to you at the time you sign the Lease.

SECTION II, THE GRIEVANCE PROCEDURE describes the procedures that must be followed to settle certain disputes between Residents and the Authority.

SECTION III, PET POLICY presents all requirements related to owning a pet.

SECTION IV, HOUSEKEEPING STANDARDS which are a part of the Lease by reference. Also included in this Section are some “Homemaking Hints”, which describe the minimum requirements that the tenants are expected to observe to keep their apartments neat and clean, and a copy of the Authority’s “Housekeeping Evaluation Standards”.

SECTION V, TENANT GUIDE/MANAGEMENT REGULATIONS contains general information which Residents should know about the operation of the Authority's public housing program and other requirements which may not be specifically mentioned in the Lease itself. This Section explains such things as the annual reexaminations, annual inspections, parking, telephones and television, extermination services, emergency numbers, fire prevention and fire drills, recycling, the dangers of lead based paint poisoning, and recycling and trash disposal.

SECTION VI, SMOKE-FREE PUBLIC HOUSING POLICY contains the terms, conditions, provisions, and requirements indicating the use of prohibited tobacco products is prohibited in all Authority public housing living units, interior areas, and outdoor areas as defined in the Policy.

We realize there are many rules and requirements our tenants are expected to follow, but they are necessary to assure that tenants have decent, safe and sanitary housing and can enjoy their accommodations in peace. It is our sincere desire that you enjoy your apartment and the affordable rents charged for our apartments help ease whatever financial problems you may have.

If after reading this pamphlet you have any questions, please contact your Regional Manager and he or she will be happy to help you.

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Housing Authority of the County of Dauphin

PUBLIC HOUSING LEASE - PART ONE

1. PARTIES AND DWELLING UNIT

The parties to this Lease are the Housing Authority of the County of Dauphin, referred to as “Authority”, and the occupying family, referred to as the “Resident”, whose family members are identified in Part Two of this Lease. The Authority, relying on information from Resident as to members of Resident’s household, Resident’s employment and household income and other information, hereby leases to the Resident the dwelling unit identified in Part Two of the Lease.

The premises leased are for the **exclusive use and occupancy** of the Resident and the members of the Resident’s household who are all identified in Part Two of the Lease. Any additions to the household members listed above **require the advance written approval** of the Authority. The advanced written approval requirement includes, but is not limited to, Live-in Aides and foster children or adults, but excludes natural births. The Authority shall approve the additions if they pass the screening and an appropriate size unit is available. Deletions from the household shall be reported to the Authority within ten (10) days.

This Lease allows the Resident and Resident’s household to use the designated dwelling unit as their **primary residence**. If the Resident does not use the designated dwelling unit as his/her primary residence, e.g., because of incarceration, the Lease will be terminated.

At time of Lease signing, Resident must complete and sign an “Emergency Contact Sheet” designating the name, address and telephone number of person(s) to be contacted in case of an emergency, the person(s) who will handle their affairs in case Resident should become incapable of taking care of himself or herself and designating the person(s) responsible for removing belongings in case of death.

2. LEASE TERM

This Lease shall begin on **the date specified in Part Two of the Lease**. The term shall be one year and shall renew automatically in subsequent years, unless terminated as provided by this Lease. The one year term shall always end at the end of a calendar month.

3. RENTAL PAYMENT AND OTHER CHARGES

A. The initial rent payment is stipulated in Part Two of this Lease.

B. Families may change the rent calculation method at any recertification. Families who have chosen the flat rent option may request a reexamination and change to the formula-based method at any time if the family’s income has decreased, their on-going expenses for such purposes as child care and medical care have changed or any other circumstances that create a hardship for the family that would be alleviated by a change. However, once the family has selected the formula-based rent, they may not revert to the flat rent until their next annual reexamination.

C. Rent is DUE and PAYABLE in advance on the first (1st) day of each month and shall be considered delinquent after the fifth (5th) calendar day of the month. This rental amount shall remain in effect until adjusted in accordance with the provisions of this Lease. Resident will receive written notification of any change in the rental payment. Cash payments are not acceptable.

- D. If Resident fails to make the rent payment by the fifth (5th) day of the month, a Notice of Lease Termination will be issued to the Resident.
- E. Rent may include some or all utilities, and the Resident may be responsible for the direct payment of some utilities as indicated in Section 7 of this Lease. Utilities to be paid by Resident and the utility allowance(s) for that utility are stated in Section 4 of Part Two of this Lease.
- F. If a family is paying the minimum rent and its circumstances change creating an inability to pay the rent, the family may request suspension of the minimum rent because of a recognized hardship.
- G. In the event legal proceedings are required to recover possession of the premises, the Resident will be charged with the actual cost of such proceedings.
- H. Maintenance Charges. In addition to rent, Resident is responsible for the payment of maintenance work performed in the Resident's unit for repairs or damages beyond normal wear and tear caused by negligence or intention of Resident or Resident's household or guests. Maintenance charges are based on the Authority's Schedule of Maintenance Charges or, for work not listed, on the actual cost to the Authority for the labor and materials needed to complete the work. Such charges will ordinarily be billed on the monthly statement sent to the Resident or, for Residents who have already vacated, an invoice for the charges or on the list of charges against the Security Deposit, if any.
- I. Payment Location. Resident will receive a Monthly Rent Statement by mail at the rental unit along with a return addressed mail envelope for payment. Methods of payment include personal check, third-party check, or a money order. Cash payments will not be accepted. All rents should be paid to the Housing Authority of the County of Dauphin, P.O. Box 62571, Baltimore, MD. 21264-2571 in the payment envelope provided by the Authority. If a personal check is returned for non-sufficient funds, Resident must make a payment by money order only within ten (10) calendar days. A check returned for non-sufficient funds shall be considered non-payment of rent and a \$10 returned check fee will be charged. Presentation of a check which is returned for non-sufficient funds, or for any other reason, is a criminal offense which may result in termination of the Lease and/or appropriate legal action. If a Resident presents a second bad check to the Authority within a twelve (12) month period, the Authority may require all future payments to be in the form of a money order.

4. SECURITY DEPOSIT

- A. The actual amount of the security deposit paid by the Resident is stated in Section 6 of Part Two of this Lease. The Authority will hold this security deposit for the period the Resident occupies the dwelling unit. The Authority shall not use the security deposit for rent or other charges while the Resident is living in the dwelling unit.
- B. The Authority agrees to deposit such security deposit in an interest bearing account, crediting such interest as may accrue to Resident's security deposit.
- C. Within thirty (30) days of termination of the Lease or surrender of the premises by Resident, and acceptance by the Authority, and written receipt by Authority of Resident's forwarding address from Resident, the Authority shall return the deposit and any unpaid interest to Resident along with a written list of any physical damages (not a result of reasonable wear and tear) in the form of a Move-Out Inspection Report. The Authority is permitted to deduct from the security deposit, any unpaid rent, the costs associated with the repair of physical damages reported to Resident and other charges due under the Lease.

5. OCCUPANCY

- A. Exclusive Use. Resident shall have the right to exclusive use and occupancy of the leased premises which shall include the right to have guests or visitors (not to exceed fourteen (14) days in any twelve (12) month period, without the prior written approval of the Authority). Residents may care for foster children in their household and a live-in-aide may care for a household member provided that such a person(s) conforms to the Authority's occupancy standards and that the Authority has granted PRIOR written approval for the foster children or the live-in-aide to reside in the dwelling unit.
- B. Assignment and Legal Profit-Making Activities. Resident shall not assign this lease, sublet or transfer possession of the premises, or give accommodations to boarders or lodgers. Resident further agrees not to use or permit the use of the dwelling unit for any purposes other than as a private dwelling unit solely for Resident and the members of Resident's household as identified in Section 1 of Part II of the Lease. Only with prior written consent of the Authority, may members of the household engage in legal profit-making activities in the dwelling unit, where The Authority determines that such activities are incidental to the primary use of the unit as a residence by members of the household.
- C. Resident's Personal Property and Resident Insurance. Resident agrees that all personal property and belongings placed in the unit, or any other place adjacent thereto, shall be at Resident's sole risk, and the Authority shall not be liable to Resident or Resident's household members, guests or other persons under Resident's control, for any damage, loss, theft or destruction thereof unless caused by the negligence of the Authority. The Authority is not required to insure Resident's personal property or belongings.
- D. Pets. Resident agrees not to keep pets unless prior written approval is given by the Authority in accordance with the Authority's Pet Policy in Section III, which is posted in the Authority Office and incorporated herein by reference. Violation of the pet policy shall be a serious violation of this Lease.
- E. Other Resident Regulations. Resident agrees to abide by other necessary and reasonable regulations related to occupancy as may be promulgated by the Authority for the benefit and well-being of the public housing premises and its other Residents, which shall be posted in the Authority's Office and are incorporated herein by reference.

6. FIREARMS, KNIVES, CLUBS AND OTHER WEAPONS

- A. Firearms. Resident and Resident's guests will not discharge or threaten to discharge a firearm of any type, including "B-B" guns, air rifles, sling shots, archery instruments or other projectile discharging device, on Authority property. Discharging or threatening to discharge any such firearm or instrument will be considered a serious violation of the terms and conditions of this Lease.
- B. Knives, Clubs and/or Other Weapons. Resident and Resident's guests further agree not to use or threaten to use, a knife, club or any other weapon against any person on Authority property. The use of, or the threat to use a knife, club, or any other weapon against any person on Authority property, will be considered a serious violation of the terms and conditions of this Lease.

7. SANITATION, CLEANLINESS, HEALTH AND SAFETY AND OTHER RESIDENT OBLIGATIONS

- A. Building and Housing Codes. Resident agrees to comply with all obligations imposed upon Residents by applicable provisions of building and housing codes materially affecting health and safety.

- B. Local Sanitation Code. Resident agrees to abide by municipal sanitation code and accepts responsibility for the control of pests, vermin and objectionable odors stemming from unsanitary housekeeping practices. Resident also agrees to keep the leased premises and all other areas assigned to Resident for his/her exclusive use free of litter and debris and in a clean and safe condition at all times. Resident also agrees to cooperate with other Residents in keeping their common areas free of litter and debris and in a clean and safe condition at all times. Repeated violation of this paragraph constitutes good cause for the Authority to terminate this Lease.
- C. Waste Disposal. Resident agrees to dispose of all ashes, garbage, rubbish and other waste from the premises in a sanitary and safe manner.
- D. Flammable Liquids. Resident agrees not to store gasoline or any flammable or explosive substances, not including matches, inside the dwelling unit, or on any porch of the dwelling unit or in any storage area attached to and/or detached from the dwelling unit. Storage of any flammable or explosive substance by Resident or his/her guests will be considered a serious violation of the terms and conditions of this Lease.
- E. Fire Prevention. Resident agrees to take other reasonable precautions to prevent fires (e.g., not to leave food cooking on the stove unattended, carelessness, etc.)
- F. Use of Appliances. Resident agrees to use all appliances, fixtures and equipment in a safe manner and only for the purpose for which they are intended.
- G. Hazardous Acts. Resident agrees not to undertake, or permit his or her family or guests to undertake any hazardous acts or do anything that will damage the premises.
- H. Destruction of Premises. Resident agrees not to destroy, deface, damage or remove any part of the dwelling unit, common areas or premises grounds.
- I. Notice to the Authority of Defects. Resident agrees to give The Authority prompt notice of any defects in the plumbing, fixtures, appliances, heating equipment or any other part of the unit or related facilities.
- J. Resident Payment of Repair Costs. Resident agrees to pay reasonable charges for the repair of damages other than normal wear and tear to the premises, development buildings, facilities or common areas caused by Resident, his/her household or guests, and to do so within thirty (30) days after the receipt of the Authority's itemized statement of the repair charges. The Schedule of Charges is posted in The Authority's office. If the item is not listed on the Schedule, Resident shall be charged the actual cost the Authority incurred.

Resident agrees to pay the amount determined by the Authority to be charged to any resident for damages caused by any fire of which the Fire Department provides a written statement that the probable cause of such fire was due to negligence or fault of any resident, their guests or other occupants of the premises (e.g., leaving food cooking on the stove, careless smoking, etc.). The current charge assessed in this situation shall be the Authority's \$1,000 insurance deductible.

The Authority shall consider this a serious lease violation and may immediately terminate this lease. Also, if fire department personnel give a written opinion that any fire is the result of arson by any resident or guest, the Authority shall consider this a serious violation and may immediately terminate this lease and pursue criminal prosecution.

- K. Resident Report of Unsafe Conditions. Resident agrees to immediately and personally report to the Authority all unsafe conditions which are known to, or observed by Resident, either in common areas of the public housing premises, or in the dwelling unit or premises leased by Resident.
- L. Resident Actions Requiring the Authority's Prior Written Approval. Resident agrees not to do any of the following without first obtaining the Authority's written permission:
- (1) Dismantle, change or remove any part of appliances, fixtures or equipment in the dwelling unit;
 - (2) Paint or install wallpaper or contact paper in the dwelling unit;
 - (3) attach awnings or window guards in the dwelling unit;
 - (4) Attach or place any fixtures, signs or fences on the building(s), the common areas, or the property grounds;
 - (5) attach any shelves, screen doors, or other permanent improvements in the dwelling unit;
 - (6) Install or alter carpeting, resurface floors or alter woodwork;
 - (7) Install dryers, ceiling fans, heaters, air conditioners or other major appliances in a dwelling unit;
 - (8) Place any aerials, antennas, satellite dishes or other electrical connections on the dwelling unit, and/or the common areas of the developments;
 - (9) Install additional or different locks or gates on any doors or windows of the dwelling unit; or
 - (10) Operate a business as an incidental use in the dwelling unit;
 - (11) Install air conditioners in an elderly dwelling unit.
- M. Cooperation. Resident agrees to act in a cooperative manner with neighbors and the Authority's staff.
- N. Housing Standards. The Authority's Housekeeping Standards Policy is hereby incorporated by this reference into this Lease.
- O. Smoke Detectors. The Authority is required by law to furnish each unit a smoke detector that is continuously powered. Resident agrees not to remove said smoke detector and to immediately notify the Authority if Resident has reason to believe the device is not working. If Resident's smoke detector is found inoperable, and Resident has not reported it to the Authority, Resident shall pay a fine of \$50.00 for the first occurrence; Resident shall pay a fine of \$100.00 on the second occurrence; and, on the third offense, a serious violation of the terms and conditions of this lease will be deemed to have occurred. **RESIDENT MUST NOT UNPLUG, REMOVE, TAMPER WITH, OR REMOVE BATTERIES OF RESIDENT'S SMOKE DETECTOR.**
- P. Waterbeds. Resident agrees not to place waterbeds on the premises.
- Q. Recreational Vehicles, Pools, Etc. No recreational vehicles, swimming pools, trampolines or gym sets are permitted on the Authority properties.

8. CODE OF CONDUCT

- A. Peaceful Enjoyment. Resident agrees to conduct himself/herself and cause others who are on the premises with his/her consent to conduct themselves in a manner that will not disturb his/her neighbor's peaceful enjoyment of their accommodations and will be conducive to maintaining the neighborhood in a decent, safe and sanitary condition.
- B. Illegal Activities. Resident agrees to refrain from violating any law of the State of Pennsylvania, any local ordinance or regulation and any law as set forth by the Federal Government of the United States of America, or any other governing body whatsoever. Additionally, Resident agrees not to allow any

person or guest in the apartment or on the premises leased by Resident to partake in any such illegal activity.

- C. Resident's Report of All Illegal Activities. Resident agrees to report to local officials, and then to the Authority, all illegal activity or activities known to or observed by Resident occurring in the common areas of the public housing premises or his/her dwelling unit or in any other dwelling unit of the public housing premises, as soon as Resident becomes aware of such activity.
- D. Profane Language. Resident agrees not to use loud, profane, abusive or threatening language when speaking to or in the presence of the Authority staff.
- E. Other Prohibited Activity. Resident agrees that Resident, any member of the household, guests, or any other person under Resident's control, shall not engage in:
 - (1) Any activity that threatens the health, safety or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees of The Authority; or
 - (2) Any violent or drug-related criminal activity on or off such premises. (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 Substances Act, 21 U.S.C. 802); or
 - (3) Alcohol abuse that the Authority determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
 - (4) Any smoking of prohibited tobacco products in restricted areas, as defined by 24 CFR 965.653(a), or in any other outdoor areas that the Authority has designated as smoke-free.
- F. Banned List. Resident agrees not to allow any individual that has been barred or banned from the Authority's property to be on any property under Resident's responsibility. The Banned list shall be posted in the office of the Authority.
- G. Violations of Section 8 of this Lease will be considered serious violations of the terms and conditions of this lease.

9. CONDITION OF DWELLING

- A. By signing this Lease and the Unit Inspection Report, the Resident acknowledges that the dwelling unit is safe, clean and in good condition, and that all appliances and equipment in the dwelling unit are in good working order as described on the Move-in Unit Inspection Report. This report, signed by both the Resident and the Authority, is attached to this Lease.
- B. At the time of move out, the Authority shall complete another inspection of the dwelling unit. When the Resident notifies the Authority of his or her intent to vacate, the Authority shall advise the Resident of their opportunity to participate in the move-out inspection.

10. UTILITIES AND APPLIANCES

- A. Those utilities to be provided by the Authority and those to be provided by the Resident are indicated on Part Two of this Lease. The Authority shall not be liable for the failure to provide any utility service if beyond its control.
- B. The Authority will provide a range and refrigerator as indicated on Part Two of this Lease. Residents may provide their own refrigerators, if they so choose. Other major electrical appliances such as air conditioners, freezers, extra refrigerators, washers and dryers may be installed and operated

if there is space and only with written approval of the Authority. A monthly service charge, payable by the Resident, may be imposed by the Authority for electricity used in the operation of such appliances in those developments where electricity is provided by the Authority. Any such charge shall be shown on the Schedule of Charges posted in Authority offices.

- C. Allowance for Utilities: If a Resident resides in a development where the Authority does not supply electricity, natural gas, heating fuel, or the cooking range or refrigerator, an Allowance for Utilities shall be set for each apartment representing the estimated charge by utility suppliers for the **reasonable** use of utilities for the apartment. The Total Resident Payment less the Allowance for Utilities equals Resident Rent. If the Allowance for Utilities exceeds the Total Resident Payment, the Authority will issue a check payable to the Resident.
- D. The Authority may change the Utility Allowance at any time during the term of the Lease and shall give the Resident sixty (60) days written notice of the revised allowances and shall allow the Resident an opportunity to submit written comments during a period expiring not less than thirty (30) days prior to the proposed effective date of the new allowances.
- E. The Resident shall be responsible for paying his or her actual utility bill to the supplier, whether or not the Resident's actual utility bill exceeds the allowance for utilities. If Resident's actual utility bill is LESS than the allowance for utilities, Resident shall receive the benefit of such saving.
- F. Resident agrees not to waste utilities provided by the Authority and to comply with any applicable law, regulation or guideline of any governmental entity regulating utilities or fuels.
- G. Uninterrupted Service. Resident shall be responsible for securing utilities (gas, water, sewerage, garbage and electricity) not supplied by the Authority and shall pay directly to the utility provider all deposits and charges necessary to secure and maintain uninterrupted services. Failure of Resident to furnish uninterrupted service because of non-payment of utilities or other reasons under Resident's control shall be considered a serious violation of the terms and conditions of this Lease.

11. RENT RECERTIFICATIONS

- A. Each year, by the date specified by the Authority, Residents who are paying rent based on their income shall provide updated information regarding income, assets, expenses and other information necessary to determine the family's share of rent. The Authority shall verify the information supplied by the Resident and use the verified information to establish the amount of the Resident's rent for the next year in accordance with HUD regulations and requirements and the Authority's Admission and Continued Occupancy Policy. Resident shall be advised in writing of the new rent amount at least thirty (30) days before the new rent is to take effect.
- B. At the time of the annual review, the Authority shall advise the Resident of any income that will be excluded from consideration. Increased earnings due to employment shall be excluded during the twelve (12) month period following hire for families whose income has increased because of the employment of a family member who was previously unemployed for one or more years, because of participation in a self-sufficiency program or was assisted by a State TANF Program within the last six months.
- C. Resident agrees to cooperate fully by participating in the reexamination meeting and by providing the Authority at this meeting signed verification forms, accurate information about household income, family composition, age of household members, assets and related information necessary to determine annual income, adjusted income and rent. Resident will be advised of the time and date of the reexamination meeting. If the family fails to respond to the first notification letter, a second

notification letter will be mailed. If the family fails to respond within the prescribed time specified in the second notification letter, or fails to appear for the scheduled reexamination interview, the Authority will take eviction action against the family.

- D. Full recertifications will be held only every third year for Residents choosing the flat rent option. Residents who have chosen this option will be notified at the appropriate time for their recertification.
- E. At the time of the recertification, the Resident may elect to change his or her rent choice option.
- F. In cases where annual income cannot be projected for a twelve (12) month period or the Resident is reporting no income and Resident has chosen the percentage of income rent option, the Authority will schedule special rent reviews every sixty (60) days. In addition, the Resident may request a change in the rent choice option before the date of the review if the family experiences a decrease in income; their circumstances have changed increasing their costs for child care or medical expenses; or other circumstances have created a hardship on the family such that the formula method would be more financially feasible for the family.
- G. Residents paying rent based on income may meet with the Authority to discuss any change in rent resulting from the recertification process; and, if the Resident does not agree with the determination of Resident rent, the Resident may request a hearing in accordance with the Authority's grievance procedures. Determination of income-based rent is made in accordance with the Admissions and Continued Occupancy Policy.

12. INTERIM RENT ADJUSTMENTS

- A. Residents **must** promptly report in writing to the Authority any of the following changes in household circumstances within ten (10) days of occurrence between annual rent recertifications:
 - 1. A member has been added to the family through birth, adoption, or court-awarded custody;
 - 2. A household member is leaving or has left the family unit;
 - 3. A person with income, other than a minor or full-time student, joins the household.
- B. In addition, Residents paying rent based on a percentage of income may report the following activities that occur between annual rent recertifications:
 - 1. A decrease in annual income;
 - 2. Child care expenses for children under the age of thirteen (13) that are necessary to enable a member of the household to be employed or to go to school;
 - 3. Handicapped assistance expenses, which enable a family member to work;
 - 4. Medical expenses of elderly, disabled, or handicapped headed households that are not covered by insurance; or
 - 5. Other family changes that impact their adjusted income.
- C. Notwithstanding the provisions listed above, a Resident's rent shall not be reduced if the decrease in the family's annual income is caused by a reduction in the welfare or public assistance benefits received by the family that is a result of the Resident's failure to comply with the conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities. In addition, if the decrease in the family's annual income is caused by a reduction in welfare or public assistance benefits received by the family that is the result of an act of fraud, such decrease in income shall not result in a rent reduction. In such cases, the amount of income to be attributed to the family shall include what the family would have received had they complied with the welfare requirements or had not committed an act of fraud.

- D. For purposes of rent adjustments, reduction of welfare or public assistance benefits to a family that occurs as a result of the expiration of a time limit for the receipt of assistance will not be considered a failure to comply with program requirements. Accordingly, a Resident's rent will be reduced as a result of such a decrease.
- E. The Authority shall verify the information provided by the Resident to determine if a decrease in the rent is warranted.
- F. If a rent reduction is granted through an interim reexamination, the Resident must report in writing any later increase in income within ten (10) days of the occurrence until the next scheduled reexamination. Failure to report such an increase in income may result in a retroactive rent change.
- G. If Resident's rent is based on income and it is found that the Resident has misrepresented the facts upon which rent is based, and is paying less rent than should be paid, Authority may then apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

13. EFFECTIVE DATE OF RENT CHANGE

The Authority shall give the Resident written notice of any change in the Resident's rent. The notice shall be signed by the Authority, state the new amount the Resident is required to pay, and the effective date of the new rental amount.

- A. Rent Decreases: Income decreases reported and verified before the Resident accounting cut-off date will be effective the first of the following month. Income decreases reported or verified after the Resident accounting cut-off date will be effective the first of the second month with a credit retroactive to the first month.

The Authority's policy on rent decreases is that a decrease that is verified to last less than thirty (30) days will not be processed.

- B. Rent Increases: The Authority shall process rent increases so that the Resident is given no less than thirty (30) days advance written notice of the new amount due.
 - 1. In the case of a regular reexamination, rental increases will become effective on the Resident's anniversary date.
 - 2. In the case of an interim reexamination or the inclusion of a new household member with income, the rental increase will become effective on the first day of the second month after the month in which the family receives notice of the new rent amount.
 - 3. In the case of a rent increase because of misrepresentation, the Authority shall apply the rent increase retroactive to the first day of the month following the month in which the misrepresentation occurred and no prior thirty (30) day notice is required.

Once the rental rate is established, it shall remain in effect until the effective date of the next annual review unless another interim review and change is warranted or the Resident elects to change to or from flat rent calculation method.

14. RESIDENT OBLIGATION TO REPAY

- A. Residents who pay rent based on income shall reimburse the Authority for the difference between the rent that was paid and the rent that should have been charged if proper notice of income change had been given and if the following circumstances occur:

1. Resident does not submit rent review information by the date specified in the Authority's request; or
 2. Resident submits false information at admission or at the annual, special or interim review.
- B. Resident is not required to reimburse the Authority for undercharges caused solely by the Authority's failure to follow U.S. Department of Housing and Urban Development's procedures for computing rent.

15. MAINTENANCE - AUTHORITY'S RESPONSIBILITIES

The Authority Agrees to:

- A. Maintain the premises and the property in decent, safe and sanitary condition;
- B. Comply with requirements of applicable building codes, housing codes materially affecting health and safety, and U.S. Department of Housing and Urban Development regulations;
- C. Make necessary repairs to the premises;
- D. Keep property buildings, facilities and common areas, not otherwise assigned to the Resident 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, including elevators supplied or required to be supplied by the Authority;
- F. Provide and maintain appropriate receptacles and facilities for the deposit of garbage, rubbish, and other waste removed from the premises by Resident, except where solid waste is picked up at individual residences, and to contract for the disposal of said residential waste materials where waste removal service is not provided by the municipality;
- G. Supply running water and reasonable amounts of hot water and heat at appropriate times of the year (according to local customs and usage) except where heat or hot water is generated by equipment within the exclusive control of the Resident and supplied by a direct utility connection.

16. IF DWELLING RENDERED UNINHABITABLE

If the dwelling unit is rendered uninhabitable, regardless of cause:

- A. Resident shall immediately notify the Authority.
- B. Authority shall be responsible for repair of the unit within a reasonable time. If the Resident, household members or guests caused the damage, the reasonable cost of the repairs shall be charged to the Resident.
- C. Authority shall offer standard alternative accommodations, if available, when necessary repairs cannot be made within a reasonable time.
- D. Authority shall make a provision for rent abatement in proportion to the seriousness of the damage and loss in value if repairs are not made within a reasonable time. No abatement of rent shall occur if the Resident rejects the alternative accommodations or if the Resident, Resident's household, or guests caused the damage.
- E. Resident agrees to continue to pay full rent if defective condition can be corrected with Resident living there or if Resident is moved to another comparable Authority-owned rental unit while repairs are being made.
- F. If the Authority determines the dwelling unit is uninhabitable because of danger to Resident, and if Resident refuses alternative accommodations, this Lease shall be terminated.

17. ACCESS BY AUTHORITY

- A. The Authority shall provide two (2) days written advance notice to the Resident of its intent to have an employee of the Authority enter the dwelling unit for the purpose of performing routine inspections and preventive maintenance, improvements, repairs, extermination or to show the dwelling unit for re-renting. The notice shall specify date, time, and purpose for entry. The Resident shall permit the Authority, his or her agents, or other persons, when accompanied by the Authority, to enter the dwelling unit for these purposes. In the event that Resident and all adult members of the household are absent from the dwelling unit at the time of entry, Authority shall leave a card stating the date, time and name of the person entering the dwelling unit and the purpose of the visit.
- B. The Authority may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe an emergency exists.
- C. If Resident requests maintenance work and is not at home when the maintenance person arrives to perform the requested work, the Resident's request shall constitute authorization to enter the apartment unless the Resident specifically indicates that a family member must be home when the work is being done and there is no emergency. Authority shall not have to perform any maintenance work in any unit in which a dog is loose and Resident is not at home.

18. TRANSFERS / SIZE OF DWELLING

- A. The Resident understands that the Authority assigns dwelling units according to the occupancy standards published in its Admissions and Continued Occupancy Policy (ACOP). The standards consider the type (such as dwelling units designed for the elderly or disabled persons) and size of the dwelling unit required by the number of household members. If Resident is or becomes eligible for a different type or size dwelling unit and an appropriate dwelling unit becomes available, the Resident shall be given a reasonable period of time to move by written notice. This time shall not exceed thirty (30) days unless an unusual hardship condition exists. However, once the lease for the new unit is signed, the Resident will have seven (7) days to complete the move to the new unit. If the Resident fails to move to the designated dwelling unit within the notice period specified by the Authority, the Authority may terminate this Lease.
- B. If the Authority determines a Resident must transfer to another unit based on family composition, Authority shall notify the Resident in writing. Resident may ask for an explanation stating the specific grounds of the determination, and if the Resident does not agree with the determination, the Resident may request a hearing in accordance with the Authority's grievance procedures.
- C. The Authority may require a Resident move to a different rental unit similar to the unit occupied if improvements or major repairs must be made in the unit Resident occupies and such work cannot be carried out with Resident in place.
- D. If a Resident makes a written request for an accommodation for a documented and verified disability and the Authority determines that the request is a reasonable accommodation, the Authority can either modify rental unit with Resident in place or transfer Resident to another rental unit with required features.
- E. A Resident who resides in an accessible unit who does not need the accessible features must transfer to another similarly-sized non-accessible unit should another Resident or an applicant require such an accessible unit.

- F. In the case of involuntary transfers, Resident shall be required to move into a unit made available by the Authority. Resident shall be given thirty (30) days in which to move following delivery of a transfer notice. If Resident refuses to move, the Authority may terminate the Lease. Such involuntary transfers are subject to the Grievance Procedure.
- G. The Authority will consider a Resident's request for a transfer in accordance with the procedures and criteria established in the ACOP.

19. LEASE TERMINATION BY AUTHORITY

Any termination of this Lease shall be carried out in accordance with U.S. Department of Housing and Urban Development regulations, state and local law, and the terms of this Lease.

The Authority shall not terminate or refuse to renew the Lease other than for violation of material terms of the Lease, such as, **but not limited to**, the following:

- A. Nonpayment of rent or other charges due under the Lease (i.e. utilities), or repeated chronic late payment of rent (four times in a twelve (12) month period);
- B. Failure to provide timely and accurate statements of income, assets, expenses and family composition at admission, interim, special or annual rent recertifications, to attend scheduled reexamination interviews or to cooperate in the verification process if Resident has chosen to pay rent based on a percentage of income;
- C. Furnishing false or misleading information during the application or review process;
- D. Assignment or subleasing of the premises or providing accommodation for boarders or lodgers;
- E. Use of the premises for purposes other than solely as a dwelling unit for the Resident and Resident's household as identified in this Lease, or permitting its use for any other purpose without the written permission of the Authority;
- F. Failure to abide by necessary and reasonable rules made by Authority for the benefit and well being of the housing development and the Residents;
- G. Failure to keep the dwelling unit and other such areas as may be assigned to Resident for exclusive use in a clean and safe condition. This includes keeping front and rear entrances and walkways for the exclusive use of the resident, free from snow, ice, and trash and keeping yard free of debris and litter.
- H. Failure to abide by applicable building and housing codes materially affecting health or safety;
- I. Failure to dispose of garbage, waste and rubbish in a safe and sanitary manner;
- J. Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner;
- K. Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;
- L. Failure to pay reasonable charges for the repair of damages to the premises, property buildings, facilities or common areas;
- M. Any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other Residents or employees of the Authority;
- N. Any violent or drug-related criminal activity on or off the premises, not just on or near the premises. This includes any Resident, member of Resident's household or guest, and any such activity engaged in on or off the premises by any other person under the Resident's control;
- O. Alcohol abuse that the Authority determines interferes with the health, safety or right to peaceful enjoyment of the premises by other residents;
- P. Failure to perform required community service or be exempted therefrom;
- Q. Failure to allow inspection of the dwelling unit;
- R. Determination that a family member has knowingly permitted an ineligible non-citizen not listed on the lease to permanently reside in their public housing unit;

- S. Determination or discovery that a resident is a registered sex offender;
- T. Failure to pay utility bills which has resulted in or may result in the termination of utility service when the Resident is responsible for paying for those utilities;
- U. Failure to abide by the Authority's Pet Policy;
- V. Determination that a household member is engaging in the illegal use of a drug or when the Authority determines that a pattern of illegal use of a drug interferes with the health, safety or right to peaceful enjoyment of the premises by other residents;
- W. If a Resident is fleeing to avoid prosecution, custody or confinement after conviction of a crime that is a felony or is harboring a fugitive;
- X. Consumption or possession of open containers of alcoholic beverages in common areas, buildings and grounds of the Authority by Resident, Resident's household, or guests;
- Y. Failure to abide by the provisions of Section 6 of this Lease, Firearms, Knives, Clubs and other Weapons;
- Z. Failure to keep smoke alarms operable by removing batteries or otherwise rendering them inoperable, or failure to notify the Authority if smoke detectors are inoperable for any reason;
- aa. Failure to pay electric bills which result in shut-off, when the Resident is responsible for paying such bills directly by the supplier of utilities, and allowing termination of utility service to the unit rented under this Lease;
- bb. Failure to comply with the housekeeping standards established by Authority and attached to this Lease as House Rules;
- cc. Possession of illegal weapons or drugs in an Authority unit;
- dd. Failure to abide by the lawn care and snow removal policy;
- ee. Failure to abide by occupancy regulations by permitting the storage room to be used as a bedroom;
- ff. Failure to maintain the heat at 60 degrees;
- gg. Failure to supervise children;
- hh. Fire on premises caused by carelessness, failure to supervise children or unattended cooking;
- ii. Failure to promptly notify the Authority of any pest infestations noted in or around their dwelling unit;
- jj. Failure to fully cooperate in any pest control efforts made by the Authority;
- kk. Failure to abide by the Smoke-Free Public Housing Policy.
- ll. Any other good cause.

20. NOTICE OF LEASE TERMINATION

- A. If the Authority proposes to terminate this Lease, the Resident shall be given written notice of the proposed termination, as listed below:
 - 1. for failure to pay rent, at least fourteen (14) days;
 - 2. for creation or maintenance of a threat to health or safety of other Residents or Authority's employees, a reasonable time based on the urgency of the situation; or
 - 3. for all other cases, thirty (30) days, unless state law permits a shorter period.
- B. The Notice to Vacate required by state or local law may be combined with or run concurrently with a Notice of Lease termination required by this Lease.
- C. The Notice of Lease Termination from the Authority shall be either personally delivered to the Resident or posted on the unit and sent via First-Class Mail, postage prepaid. The notice shall:
 - 1. Specify the date the Lease shall be terminated;
 - 2. State the grounds for termination with enough detail for the Resident to prepare a defense. The Authority shall rely solely on the grounds stated in the Notice of Lease Termination in the event eviction action is initiated;

3. Advise the Resident of the right to reply as he or she may wish, to examine the Authority's documents directly relevant to the termination or eviction, to use the Grievance Procedure to contest the termination, and/or to contest the action in court.
- D. The Authority will not carry out the eviction until the steps available to and requested by the Resident through the Grievance Procedure have been exhausted.

21. LEASE TERMINATION BY RESIDENT

The Resident shall give the Authority **at least a thirty (30) day written notice** before moving from the dwelling unit. If the Resident does not give the full notice, the Resident shall be liable for rent to the end of the required thirty (30) day notice period or to the date the dwelling unit is re-rented, whichever date comes first.

22. TERMINATION OF LEASE UPON DEATH OR INCAPACITY OF RESIDENT

Upon the death of the Resident, or if there is more than one Resident, upon the death of all Residents:

- A. The personal representative of the deceased shall fill out a "Notice of Intent to Vacate" form indicating the date by which the deceased's belongings will be removed from the rental unit and the keys returned to the Authority. A thirty (30) day notice is not required in this case, however, rent will be charged to the estate until the deceased's belongings have been removed and the keys returned to the Authority. Furthermore, the estate is responsible for all amounts owed by the decedent prior to death, and all rent and damages which occur after the date of death, including cost of preparing the unit for re-occupancy, normal wear and tear excepted.
- B. By signing this Lease, Resident agrees to maintain Leased Rental Unit in accordance with the Authority's Housekeeping Standards, which are incorporated into this Lease by reference, and abide by all other Lease conditions. If Resident is unable to comply with this Lease because of any physical or mental incapacity, and is unable to make arrangements with another individual or agency to keep the unit in an acceptable safe and sanitary condition and assure compliance with other Lease conditions, then other arrangements will have to be made to accommodate the Resident. The Authority will assist the Resident or designated member(s) of the Resident's family in making arrangements to move the Resident to more suitable housing. If there are no family members, the Authority will work with appropriate agencies to secure suitable housing. This Lease will terminate upon the Resident's moving from the unit and the removal of Resident's belongings. The Resident or the Resident's agent is still responsible for the payment of all amounts owed to the Authority until the date the keys have been returned.

23. PROPERTY ABANDONMENT

- A. If the Authority suspects that a unit has been abandoned, the Authority will attempt to make contact with the family by telephone and by mail and by attempting to contact the Resident's emergency contact. If no contact can be made with the Resident and if the Authority concludes that the Resident is no longer in occupancy, the Authority, in order to protect its interests, will enter the unit and make sure that the unit is secure, will take appropriate action to obtain legal possession of the unit, and will have necessary utilities turned back on in the name of the Authority.

If the unit appears abandoned and is not secure, the Authority may take immediate steps to secure the unit even before an attempt is made to contact the Resident. The Authority will also send the Resident

a letter indicating that any personal property which is still in the rental unit will be disposed of as soon as the Authority obtains legal possession of the rental unit, but in no fewer than seven (7) days from the date of the letter. Rent as well as the cost of utilities while the unit is in the legal possession of the Resident, will be charged to the Resident.

Upon obtaining legal possession of the rental unit, and after expiration of the seven (7) day period mentioned above, the Authority will remove and dispose of the Resident's personal property. Costs for disposal of property left in or around the premises shall be charged to the Resident.

The Authority will store the property for no more than thirty (30) days and, if the Resident does not respond to the letter, will sell the property and subtract all costs of storage and moving. The Resident will be advised in a letter sent to the most recent address advising of the disposition of the proceeds of the sale of the Resident's property and if there is anything left after payment of costs the money will be kept until the end of the calendar year and then sent to the Pennsylvania Department of the Treasury.

24. VEHICLES/PARKING

- A. Resident agrees to park, and causes Resident's guests to park, automobiles and other motorized vehicles in designated parking areas only. Resident specifically agrees to refrain and cause Resident's guests to refrain from parking or driving any motorized vehicles on lawns, sidewalks, common areas not designated for parking, such as playgrounds, or any other area other than appropriate streets and driveways. The Authority reserves the right to assign a parking space to Resident, and Resident agrees to park motor vehicles only in any such assigned space. Resident agrees to pay for any damages to premises caused by improper operation or parking of motorized vehicles.
- B. Resident's and Resident's guests motorized vehicles properly parked on the Authority's property shall be in running condition and have fully inflated tires and current inspection and registration.
- C. Resident agrees not to change the oil, wash the vehicle, or make repairs to the vehicle while it is parked on the Authority's property.
- D. Resident agrees to pay towing charges for improperly parked motorized vehicles and vehicles which are not in running condition as outlined in Section 24(b) above.
- E. Repeated violations of this section constitute good cause for the Authority to terminate this lease.
- F. Certain parking spaces have been designated for the exclusive use of persons with disabilities. Persons with disabilities are those with a special license plate issued by the Pennsylvania Department of Transportation or those who have been issued an official parking placard issued by a competent governmental agency to persons with true disabilities. Parking in a "handicapped only" space by a non-disabled person is a lease violation which, if it is frequent or habitual, can be cause for Lease Termination.

25. DELIVERY OF NOTICES

- A. Notice by Authority: Any notice from the Authority shall be in writing and either personally delivered to the Resident or to an adult member of the Resident's family residing in the dwelling unit, or sent to the Resident by first-class mail properly addressed, postage pre-paid. As stated in Section 20(c), a Lease Termination Notice will be hand-delivered to the Resident or posted on the unit and sent First-Class Mail, postage pre-paid.

- B. Notice by Resident: Any notice to the Authority shall be in writing, and either personally delivered or sent to Authority by first-class mail, postage pre-paid and addressed to the Housing Authority of the County of Dauphin, 501 Mohn Street, Steelton, PA 17113.
- C. If the Resident is visually impaired, notices shall be in accessible format.

26. GRIEVANCES

- A. Resident may follow the Authority's Grievance Procedure, hereby included in this Lease by reference, to appeal an Authority action or failure to act which adversely affects the individual Resident's rights, duties, welfare or status in accordance with the individual Resident's Lease or Authority regulations.
- B. All individual grievances or appeals, with the exception of those cases concerning eviction or termination of tenancy which are based upon a Resident's creation or maintenance of a threat to health or safety of other Residents or Authority employees, shall be processed under the Grievance Procedure. This procedure is available for review upon request in the Authority's office.
- C. Before the Authority shall schedule a Grievance Hearing for any grievance concerning the amount of rent the Authority claims is due, the Resident must first bring his or her rent account current by paying to the Authority an amount equal to the amount of rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. After the hearing is scheduled, the Resident shall continue to deposit this same monthly rent amount into the Authority's escrow account until the complaint is resolved by the decision of the hearing officer or panel.
- D. When the Authority is required to afford the Resident the opportunity for a hearing in accordance with the Authority's grievance procedure for a grievance concerning the Lease termination, the tenancy shall not terminate (even if any notice to vacate under State or local law has expired) until the time for the Resident to request a grievance hearing has expired, and (if a hearing was timely requested by the Resident) the grievance process has been completed.

27. HOUSE RULES AND THE AUTHORITY REGULATIONS

The Resident agrees to obey any house rules and the Authority regulations which are reasonably related to the safety, care and cleanliness of the building or development and the safety, comfort and convenience of the Residents. Such rules may be modified by the Authority from time to time provided that the Resident receives written notice of the proposed change, reasons for the change and an opportunity to submit written comments during a thirty (30) day comment period at least thirty (30) days before the proposed effective date of the change in the rules or regulations. Existing house rules, if any, are posted in the property and are attached to this Lease.

28. HOUSEKEEPING

- A. Resident is required to keep his/her apartment neat and clean. This requirement is necessary in order to maintain the building or development in a safe, healthful and pest-free condition for the well-being of all residents.
- B. Failure to abide by this Lease provision and the Authority's housekeeping standards, which are hereby made a part of this Lease by reference, resulting in a creation or maintenance of a threat to health or safety is a violation of the Lease terms and may result in a Lease termination.

- C. The Authority will inspect each rental unit at least annually and will give a housekeeping score to each unit according to well defined standards. Any Resident who has substandard housekeeping conditions will receive a “Notice of Lease Violation” and will be given a reasonable period of time, not exceeding thirty (30) days, to bring his/her unit into compliance with the housekeeping standards. Failure by Resident to improve living conditions in that period of time may result in the termination of Resident’s Lease.

29. DISCRIMINATION PROHIBITED

The Authority shall not discriminate based upon race, color, creed, religion, national origin, sex, marital status, age, handicap or disability, familial status, or recipients of public assistance and shall comply with all nondiscrimination requirements of federal, state and local law.

30. COMMUNITY SERVICE REQUIREMENTS

- A. In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight (8) hours per month of community service (not including political activities) within the community in which the public housing development is located, or (2) participate in an economic self-sufficiency program, unless they are exempt from this requirement.
- B. Exempt adult family members include the following: Those who are 62 years of age or older; who are blind or disabled; who are primary care-givers for someone who is blind or disabled; who are engaged in work activity; who are exempt from work activity under Part A Title IV of Social Security Act or under any other state welfare program, including the Welfare to Work Program; and who are receiving assistance under a state program funded under Part A Title IV of the Social Security Act or under another state welfare program, including Welfare to Work and who are in compliance with that program.

31. VIOLENCE AGAINST WOMEN ACT PROTECTIONS

The Violence Against Women Act provides the following protections to public housing residents.

- A. The Authority will not terminate or refuse to renew the Lease and will not evict the Resident or a member of Resident’s household from the dwelling unit if the Resident, lawful household member, or an affiliated individual is a victim of actual or threatened domestic violence, dating violence, sexual assault, or stalking as those terms are defined by the ACOP.
- B. Under the Violence Against Women Act, the Authority may bifurcate this Lease in order to evict, remove, or terminate assistance to any person who is a Resident, a lawful occupant, or affiliated individual under this lease when such person engages in criminal acts of physical violence against family members or others, on or off the premises. The Authority may take such action without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is the Resident, a lawful occupant, or affiliated individual under this Lease.
- C. With any notification of eviction or notification of termination of assistance, Residents will be given a “Notice of Occupancy Rights under the Violence Against Women Act” which provides information on their rights and responsibilities under the Violence Against Women Act (VAWA). A copy of the HUD-approved Certification form shall also be provided with the notice.
- D. The Authority may request in writing that the victim, or a family member on the victim’s behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence

or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

- E. Notwithstanding anything to the contrary contained in paragraphs A and B above, the Authority may terminate the Lease and evict the Resident if the Authority can demonstrate an actual and imminent threat to other residents or to those employed at or providing goods or services to the site in which the unit is located, if the resident's tenancy is not terminated.
- F. Nothing in this section shall prohibit the Authority from terminating the Lease and evicting the Resident based on any violation of this lease not involving domestic violence, dating violence, sexual assault, or stalking against the Resident or household member provided that the Authority does not subject such a Resident to a more demanding standard than other Residents in making the determination whether to evict or to terminate assistance or occupancy rights.

PUBLIC HOUSING LEASE - PART TWO

1. PARTIES AND DWELLING UNIT

The parties to this Lease are the Housing Authority of the County of Dauphin, referred to as "Authority", and the occupying family, referred to as the "Resident". The Authority, relying on information from Resident as to members of Resident's household, and Resident's employment and household income, hereby leases to the Resident the dwelling unit identified as follows:

Account Number: _____ Number of Bedrooms: _____
Building or Development _____
Address: _____
City _____ PA _____ Zip _____

The premises leased are for the **exclusive use and occupancy** of the Resident and the Resident's household consisting of the following named persons who will live in the dwelling unit:

<u>Name</u>	<u>Relationship</u>	<u>Date of Birth</u>	<u>Social Security No.</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

2. LEASE TERM

This Lease shall begin on _____. The term shall be one year and shall renew automatically in subsequent years, unless terminated as provided by this Lease.

3. RENTAL PAYMENT AND OTHER CHARGES

A. Resident shall pay a monthly rent of \$ _____. If this Lease begins on a day other than the first day of the month, the first month's rent shall be \$ _____ for the period _____ to _____.

B. This rent is based on the following rental calculation as indicated:
_____ On the Authority-determined flat rent for this unit.
_____ On the income and other information reported by the Resident.

4. UTILITIES AND APPLIANCES

A. Authority-Paid Utilities - If indicated by an "X" below, the Authority provides the indicated utility, service or appliance as part of the rent:

- () Electricity () Natural Gas () Trash Removal () Water and Sewage
 () Cooking Range () Refrigerator () Other

B. Resident-Paid Utilities - If indicated by an "X" below, Resident is responsible for paying for the utility or service and will receive the monthly utility allowance indicated as a reduction from the rent payable to the Authority:

<u>UTILITY</u>	<u>MONTHLY ALLOWANCE</u>
() Natural Gas.....	\$ _____
() Electricity.....	\$ _____
() Water.....	\$ _____
() Sewer.....	\$ _____
() Trash Removal.....	\$ _____
() Other.....	\$ _____
TOTAL MONTHLY UTILITY ALLOWANCE \$ _____	

5. CHARGES FOR EXCESS APPLIANCES

The following additional charges will be made for the items indicated by an "X" below in accordance with the Authority's Schedule of Charges:

- () Air Conditioner(s):An additional charge of \$ _____
 per month for June, July, August, and September
 () Other Appliances: _____An additional charge of \$ _____.

6. SECURITY DEPOSIT

The Resident has paid the amount of \$ _____ to the Authority as a security deposit equal to one month's gross rent or \$300.00, whichever is less.

7. ACKNOWLEDGMENT OF RECEIPT OF INFORMATION AND ITEMS

If indicated by an "X" below, the Authority has provided and the Resident hereby acknowledges receipt of the following information and items:

- | | |
|--|---|
| () Part I of this Lease (Lease Booklet) | () Pet Policy |
| () Grievance Procedure | () Housekeeping Standards |
| () Schedule of Charges | () Resident Guide |
| () No Trespassing Policy | () "Watch Out for Lead Paint Poisoning" Brochure |
| () Door Keys | () Mailbox Key |
| () PA Electric Choice Pamphlet | () Key Card |
| () Parking Permit Card | () Emergency Maintenance Number Magnet |
| () Recycling Information Sheet | () Fire Escape Booklet |
| () Harassment Notice | () Facilities Use Policy |
| () Use of Oxygen Policy | () Violence Against Women VAWA |
| () Move-In Inspection Report | () Nondiscrimination Policy |
| () Community Service Requirement Notice | () Section 214 Housing Assistance Notice |
| () Reasonable Accommodations Notice | () Smoke-Free Public Housing Policy |
| () Other _____ | |

8. SIGNATURES

We, the adult members of the Resident household hereby certify that we have received a copy of Parts One of the Lease and the completed and signed Part Two of the Lease and the attachments to this Lease indicated above in Section 7, and understand that these attachments are part of this Lease and furthermore acknowledges that we understand the Lease and attachments and agree to abide by all conditions of the Lease and all attachments thereto. (Note: ALL adult members of the household 18 years of age and older MUST sign the Lease.)

We, the adult members of the Resident Household, further hereby certify that we have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to the Authority before the signing of the Lease. We further certify that all information or documentation submitted by us to the Authority in connection with this Lease is true and complete to the best of our knowledge and belief.

All adult members of the Household 18 years of age and older shall sign this Lease.

RESIDENT: 1) _____ Date
2) _____ Date
3) _____ Date
4) _____ Date
5) _____ Date

AUTHORITY: By: _____ Date
Title _____

Your Regional Manager is _____ Telephone _____

SECTION II

GRIEVANCE PROCEDURE

1. PURPOSE AND SCOPE

The Housing Authority of the County of Dauphin Grievance Procedure is established to assure that a Housing Authority Resident is afforded an opportunity for an Informal Settlement meeting if the Resident disputes, within a reasonable time, any Housing Authority action, or failure to act, involving the Resident's lease with the Housing Authority or Housing Authority regulations which adversely affect the individual Resident's rights, duties, welfare or status.

This grievance procedure is incorporated by reference in all Tenant dwelling leases and will be furnished to each Tenant at the time of lease-up and to all resident organizations.

2. APPLICABILITY

- A. The Grievance Procedure shall be applicable to all individual grievances, as defined in Subsection 3 C below, which are between the Housing Authority of the County of Dauphin and a Resident.
- B. These grievance procedures are not applicable to disputes between Residents not involving the Authority nor to class grievances. These grievance procedures are not intended to be used as a forum for initiating or negotiating policy changes between a group or groups of Residents and the Authority. However, at its discretion, the Authority may schedule two or more grievances to be heard by the same Hearing Officer at the same time.
- C. This Grievance Procedure also does not apply to the following situations:
 - * Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other tenants or employees of the Authority;
 - * Any violent or drug-related criminal activity on or off such premises;
 - * Any criminal activity that resulted in a felony conviction of a household member.

3. DEFINITIONS

For the purpose of this Grievance Procedure, the following definitions are applicable:

- A. **COMPLAINANT:** Complainant shall mean any Resident whose grievance is presented to the Authority (at the central office or the development office) in accordance with this grievance procedure.

- B. **DUE PROCESS DETERMINATION:** HUD has issued a due process determination for the Commonwealth of Pennsylvania whereby all Residents are assured of due process even in those situations referenced above in which the Authority's Grievance Procedure does not apply. Due process means that the aggrieved party has an opportunity for a judicial hearing other than a meeting or hearing provided by this Grievance Procedure.
- C. **GRIEVANCE:** Grievance shall mean any dispute which a Resident may have with respect to the Authority's action or failure to act in accordance with the individual Resident's lease or the Authority's regulations, which adversely affect the individual Resident's rights, duties, welfare or status.
- D. **GRIEVANCE HEARING:** A hearing requested by a Resident who is not satisfied with the outcome of the Informal Settlement and which is conducted informally.
- E. **HEARING OFFICER:** Shall mean a person selected in accordance with these procedures to hear grievances and render a decision with respect thereto. Such individual or individuals do not need legal training.
- F. **INFORMAL SETTLEMENT:** A meeting held with the complainant and an Authority representative, or representatives, so that the grievance may be discussed informally and settled without a grievance hearing.
- G. **RESIDENT:** The adult person (or persons) other than a live-in aide who resides in the unit and who executed the lease with the Authority as lessee of the premises, or, if no such person now resides in the premises, a person who resides in the unit and who is the remaining head of household of the Resident family residing in the unit.
- H. **RESIDENT ORGANIZATION:** An organization of residents either within a building or development or Authority-wide.

4. INFORMAL SETTLEMENT OF GRIEVANCE

Any grievance shall be personally presented, either orally or in writing, to the Authority's central management office or to the management office of the housing development in which the complainant resides, within ten (10) calendar days after the occurrence giving rise to the grievance. The Authority will first determine that the grievance request deals with a matter that is a grievable matter as defined in this Policy. If so, the Authority shall, within ten (10) calendar days after such request, meet with the complainant or his/her representative to informally discuss the grievance.

Within a reasonable time, not in excess of fifteen (15) calendar days after presentation of the grievance, a written summary of the discussion of the Informal Settlement meeting shall be prepared by the Authority, and a copy thereof shall be hand-carried or mailed to the complainant and a copy retained in the Authority's Resident file. The summary shall specify the names of the participants in the meeting, the date of the meeting, the nature of the proposed disposition of the grievance and the specific reason(s) therefore, and shall specify the procedures by which the complainant may obtain a Grievance Hearing if he/she is not satisfied by the proposed disposition of the grievance.

5. GRIEVANCE HEARING PROCEDURES

REQUEST FOR HEARING

If the complainant is not satisfied with the results of the Informal Settlement meeting, the complainant may submit a written request for a Grievance Hearing to the Authority's central management office not later than five (5) calendar days after receipt of the summary of discussion of the Informal Settlement meeting provided for in Section 4 above.

The written request shall specify:

- * The reason(s) for the grievance;
- * The action or relief sought from the Authority; and
- * Several dates and times (within the Authority's business hours) in the following ten (10) working days when the complainant can attend a grievance hearing.

If the complainant requests a grievance hearing in a timely manner, the Authority shall schedule a hearing on the grievance at the earliest possible time for the complainant, the Housing Authority and the hearing officer, but in no case later than ten (10) working days after the Authority received the complainant's request.

If the complainant fails to request a Grievance Hearing within five (5) working days after receiving the summary of the Informal Settlement meeting, the Authority's decision rendered at the Informal Settlement meeting becomes final. The Authority is not obligated to offer the complainant a Grievance Hearing unless the complainant can show good cause why he/she failed to request such a hearing in a timely manner.

Failure to request a Grievance Hearing does not affect the complainant's right to contest the Authority's decision in a court hearing.

B. SELECTION OF THE HEARING OFFICER

A Grievance Hearing shall be conducted by an impartial person appointed by the Housing Authority Executive Director. Such person may not be the person who made or approved the action under review or a subordinate of such person.

C. HEARING PREREQUISITE

All grievances shall be personally presented either orally or in writing pursuant to the informal procedure prescribed in Section 4 as a condition precedent to a hearing under this section provided that if the complainant shall show good cause why he/she failed to proceed in accordance with Section 4 to the Hearing Officer. The provisions of this subsection may be waived by the Hearing Officer.

Examples would be undue hardship or waiving this prerequisite as a reasonable accommodation for a person with disabilities who can show that the limitation(s) posed by the disability created a barrier to this prerequisite.

(It is the Authority's policy to appoint a Hearing Officer only when all prerequisites have been met or when the Executive Director or his designee recommends waiving the required prerequisites for good cause shown.)

D. ESCROW DEPOSIT

Before a hearing is scheduled in any grievance involving the amount of rent, as defined in the Dwelling Lease Agreement, which the Authority claims is due, the complainant shall pay to the Authority an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act, or failure to act, took place.

The complainant shall thereafter deposit the same amount of the monthly rent in the escrow account monthly until the complaint is resolved by decision of the Hearing Officer. These requirements may be waived by the Authority in extenuating circumstances, except where the payment history of the Resident shows substantial and repeated delinquencies. Unless so waived, the failure to make such payments shall result in termination of the grievance procedure, provided that failure to make payment shall not constitute a waiver of any right the complainant may have to contest the Authority's disposition of his/her grievance in any appropriate judicial proceeding.

E. SCHEDULING OF HEARINGS

Upon complainant's compliance with the above requirements related to the grievance, a hearing shall be scheduled by the Hearing Officer within ten (10) calendar days for a time and place reasonably convenient to both the complainant and the Authority. A written notification, specifying the time, place and the procedures governing the hearing, shall be delivered to the complainant and the appropriate Authority official.

6. PROCEDURES GOVERNING THE HEARING

- A. A hearing shall be held before a Hearing Officer.
- B. The complainant shall be afforded a fair hearing which shall include:
 - 1. The opportunity to examine before the Grievance Hearing any Housing Authority documents including records and regulations that are directly relevant to the hearing. The Resident may request a copy of any such document at the Resident's expense. If the Housing Authority does not make the document available for examination upon request by the complainant, the Housing Authority may not rely on such document at the Grievance Hearing;
 - 2. The right to be represented by counsel or other person chosen as the Resident's representative, and to have such person make statements on the Resident's behalf;

3. The right to a private hearing unless the complainant requests a public hearing;
 4. The right to present evidence and arguments in support of the Resident's complaint, to controvert evidence relied on by the Authority, and to confront and cross-examine all witnesses upon whose testimony or information the Authority or project management relies; and
 5. A decision based solely and exclusively upon the facts presented at the hearing.
- C. The Hearing Officer may render a decision without proceeding with the hearing if the Hearing Officer determines that the issue has been previously decided in another proceeding. (The Authority interprets this section to apply when similar factual situations have given rise to multiple grievances and the Hearing Officer determines that the prior decision should govern the grievance at issue.)
 - D. If the complainant or the Authority fails to appear at a scheduled hearing, the Hearing Officer may make a determination to postpone the hearing for up to five (5) business days or may make a determination that the complainant has waived his/her right to the hearing. Complainant and the Authority shall be notified of the determination by the Hearing Officer provided that a determination that the complainant has waived his/her right to a hearing shall not constitute a waiver of any right the complainant may have to contest the Authority's disposition of the grievance in an appropriate judicial proceeding.
 - E. At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the Authority must sustain the burden of justifying the Authority action, or failure to act, against which the complaint is directed.
 - F. The hearing shall be conducted informally by the Hearing Officer and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings.
 - G. The Hearing Officer shall require the Authority, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure of a party to comply with directions of the Hearing Officer to maintain order may result in his/her exclusion from the proceedings; in a decision adverse to his/her interests; or denial of the relief requested.
 - H. The complainant or the Authority may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.
 - I. Accommodations of Persons with Disabilities - The Housing Authority must provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations or attendants. If the Resident is visually impaired, any notice to the Resident which is required must be in an accessible form.

- J. If the resident is a person with limited English proficiency, the Authority will comply with HUD's "Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficiency Persons."

7. DECISION OF THE HEARING OFFICER

- A. The Hearing Officer shall prepare a written decision, together with the reasons therefore, within a reasonable time not to exceed fifteen (15) calendar days after the hearing. A copy of the decision shall be sent to the complainant and the Authority. The Authority shall retain a copy of the decision in the Resident's folder.

The Authority will maintain a log of all hearing officer decisions. The log shall contain the date of hearing, the general reason for the grievance hearing (i.e. failure to pay rent, community service noncompliance, etc.) and who the decision favored. The log shall be available to the hearing officer or a prospective complainant or the complainant's representative.

- B. The decision of the Hearing Officer shall be binding on the Authority which shall take all action, or refrain from any actions, necessary to carry out the decision, unless the Authority determines within ten (10) calendar days and promptly notifies the complainant of its determination that:
 - 1. The grievance does not concern Authority action, or failure to act, in accordance with or involving the complainant's lease or Authority regulations which adversely affect the complainant's rights, duties, welfare or status; or
 - 2. The decision of the Hearing Officer is contrary to applicable federal, state or local laws, HUD regulations or requirements of the Annual Contributions Contract between HUD and the Authority.
- C. A decision by the Hearing Officer in favor of the Authority, or which denies the relief requested by the complainant in whole or in part, shall not constitute waiver of, nor affect in any manner whatever, any rights the complainant may have to a trial de novo or judicial review in any judicial proceedings which may thereafter be brought in the matter.

SECTION III

PET POLICY

In accordance with Section 526 of the Quality Housing and Work Responsibility Act of 1998 (which amends the United States Housing Act of 1937), and 24 CFR, Part 5, Subpart C, the Housing Authority of the County of Dauphin, referred to as “Authority”, promulgates this Pet Ownership Policy.

Section 31 of the Quality Housing and Work Responsibility Act of 1998 requires Public Housing Authorities (PHAs) to develop reasonable requirements permitting tenants residing in public housing dwellings to own **common household pets**. The Pet Policy adopted by the Authority prescribes standards of pet care and handling which are necessary to protect the condition of the tenant’s unit, the general condition of the premises and to protect the health and safety of tenants, employees and the public.

This policy does not generally apply to service animals, support animals, assistance animals, or therapy animals that are used to assist persons with disabilities; however, persons with disabilities who have service animals are still subject to those restrictions imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and refrain from disturbing their neighbors. See Section X of this Pet Policy for additional information regarding the applicability of this Pet Policy to service animals belonging to persons with disabilities.

1. Guidelines for Pet Ownership

- A. A common household pet is defined as a domesticated animal that is traditionally kept in the home for pleasure rather than for commercial purposes.
- B. Each household is limited to **one (1) pet per household, per unit**. Allowable pets are limited to the following:
 - 1. Dog
 - 2. Cat
 - 3. Birds (2)
 - 4. Gerbil
 - 5. Hamster
 - 6. Guinea pig
 - 7. Fish(reasonable number commensurate to aquarium size)

C. The following are not defined as common household pets and are **prohibited**:

- | | |
|--|-------------------------------|
| 1. Reptiles | 9. Doves |
| 2. Wild animals | 10. Mynah birds |
| 3. Feral animals | 11. Psttacine birds (Parrots) |
| 4. Livestock | 12. Non-human primates |
| 5. Mice | 13. Ferrets |
| 6. Rats | 14. Pot-bellied pigs |
| 7. Pigeons | 15. Hedgehogs |
| 8. Other animals whose protective instincts and natural body armor produce a risk to human beings or other animals | |

D. Pet owners are required to register the pet with the Authority and provide appropriate disclosures **BEFORE** the pet is brought onto Housing Authority property.

E. If a tenant harbors a pet without the Authority's approval or registration, their pet ownership privileges shall be suspended for a period of one (1) year. A repeat violation will result in lifetime suspension of pet ownership privileges or termination of the Lease.

F. No tenant shall keep, raise, train, breed or maintain any pet of any kind at any location, either inside or outside a dwelling unit, for commercial purposes or for fighting.

G. All residents are prohibited from feeding, housing or caring for stray animals. Such action shall constitute having a pet without permission of the Authority.

H. Pets not owned by a current Authority tenant or properly registered and authorized by the Authority are **NOT** permitted on the premises on a temporary or visiting basis. Trained service animals that are used to assist persons with handicaps or disabilities are excluded from this provision.

I. No pet owner shall keep a pet in violation of State or local health and/or anti-cruelty laws or ordinances. Any failure of the Pet Policy to define the applicable laws or ordinances does not relieve the pet owners of the responsibility for complying with this requirement.

J. In order to safeguard the health, safety and welfare of tenants, employees and the public, no pet owner shall keep a vicious, dangerous or intimidating pet on the premises. If the pet owner declines, delays or refuses to remove such a pet from the premises, the Authority will effect its removal. The owner will be responsible for any costs associated with the pet's removal and/or subsequent impoundment. The definition of a vicious or dangerous animal is:

- ⇒ any animal that constitutes a physical threat to human beings, other animals or livestock;
- ⇒ any animal which has a disposition or propensity to cause injury or behave in a manner, which could reasonably cause injury to human beings, other animals or livestock, regardless of whether or not such behavior is hostile;

- ⇒ any animal which has, without provocation, bitten, attacked or inflicted injury on any other animal, livestock or human being;
- ⇒ any animal which has been used in the commission of a crime.

K. Any dog that is offspring of the following breeds, regardless of the percentage of pedigree, **is strictly prohibited**:

- | | |
|--------------------|--------------------|
| ⇒ Pit-bull Terrier | ⇒ Doberman Pincher |
| ⇒ Rottweiler | ⇒ Pressa Canary |
| ⇒ Chow | ⇒ German Shepherd |
| ⇒ Shar Pei | ⇒ Boxer |
| ⇒ Akita | |

L. A dog or cat's weight may not exceed twenty-five (25) pounds by adulthood.

M. A dog or cat's height may not exceed fifteen (15) inches (*measured at the shoulder*) by adulthood.

N. A fish aquarium may not exceed a 20-gallon capacity.

O. Trained *service animals* that are used to assist persons with disabilities are excluded from the (dog) breed, size, weight and type requirements. They are, however, required to assure proper licensing, inoculations, leash restraints, etc.

P. Dogs and cats shall be licensed annually with the County of Dauphin or as required by State and local laws or ordinances. Pet licenses are in effect January 1 and will expire December 31 of the calendar year following purchase. Dogs and cats must wear a collar with the license tag affixed at all times.

Q. Dogs and cats must be spayed or neutered and the pet owner shall pay the cost thereof. Cats shall also be declawed at the owner's expense.

R. Dogs and cats must be inoculated annually or as required by applicable State and local health and/or anti-cruelty laws or ordinances. The inoculations shall include (but are not limited to) rabies and distemper boosters.

S. The Authority reserves the right to require the removal of any pet from the premises when the animal's conduct or condition is duly determined to constitute a nuisance or a threat to the health or safety of other persons or animals.

T. Each pet owner shall pay a refundable pet deposit of fifty (\$50) dollars.

2. Pet Registration

- A. A tenant who desires to own a pet shall register the pet at the Authority's main office or at the Authority's Laurel Hill office at the time they are signing the lease for the rental unit or, if already in residence, **PRIOR** to the time the pet is brought into the unit.
- B. Registration for each animal shall be accomplished by the filing of the following disclosures and forms:
1. Name of the adult household member who will be primarily responsible for animal care;
 2. Detailed description of the pet;
 3. Color photograph of the pet;
 4. A health certificate prepared by a veterinarian, including:
 - a) statement that pet has no communicable disease;
 - b) spaying or neutering;
 - c) medical condition precluding spaying or neutering
 - d) current rabies and distemper vaccinations or species subject to State or local rabies vaccination requirements;
 - e) name, address and telephone number of veterinarian who will be providing regular care to the pet; and
 - f) a copy of the license issued by the County of Dauphin for ownership of the animal for whom licensing is a legal requirement.
- C. The pet owner must provide additional information necessary to ensure compliance with any policies prescribed herein. The pet owner shall be required to sign a statement indicating that he or she has read and received a copy of the Pet Policy and agree to comply with all provisions contained in it.
- D. Each pet owner shall identify one (1) alternative custodian or responsible party for his or her pet. The custodian must be willing and able to assume responsibility for the care and keeping of the pet, including (*if necessary*) the removal of the pet from Authority property. If the pet owner becomes ill or is absent from the dwelling unit and unable to care for his or her pet, the alternative custodian shall assume responsibility. Custodian information shall include the name, address and phone number and shall be updated as often as necessary to ensure the Authority has current information at all times.
- E. Each pet owner shall pay a one-time refundable pet deposit of fifty dollars (\$50). There is no deposit required for gerbils, hamsters or guinea pigs, birds and fish. The pet deposit is in addition to any other financial obligation imposed on tenants who own or keep a pet. The pet deposit shall be placed into an escrow account, and shall be used only when the pet owner no longer keeps a pet or at the termination of the lease. The pet deposit shall only be used to cover the cost of damages directly attributable to the presence of the pet on the premises.

Examples of such costs or damages can include (but are not limited to) the following:

- ⇒ repairs and/or replacements to the premises
- ⇒ fumigation of the premises
- ⇒ extermination of the premises

- F. The Authority will refund the unused portion of the pet deposit to the resident within a reasonable time period after the pet owner vacates Authority property or no longer owns or keeps a pet in the dwelling unit.
- G. Upon receipt and validation of the above disclosures, and pet deposit, the Authority will issue the pet owner a Pet Permit authorizing the resident to keep the pet in his/her apartment.
- H. Tenant shall not harbor or keep a pet on Authority property before obtaining authorization and an identification tag from an agent of the Authority. If a tenant harbors a pet without the Authority's approval or registration, their pet ownership privileges shall be suspended for a period of one (1) year. A repeat violation will result in lifetime suspension of pet ownership privileges or termination of the Lease.
- I. The pet owner shall re-certify the pet's registration at least annually. Re-certification of pet registration shall require the same disclosures as the initial pet registration described above.
- J. The Authority shall revoke a pet's registration or refuse to register a pet if the pet owner fails to provide required pet registration information or fails to update the required information at least annually, or when requested by an agent of the Authority or its designee.

3. Pet Care

- A. The pet owner shall house the pet inside of their dwelling unit.
- B. The pet owner shall feed their pet, at least once per day, or in accordance with reasonable standards and proper care of a specific type of pet.
- C. A dog owner must ensure the pet is exercised at least twice per day.
- D. A pet owner shall implement effective flea control by measures that produce no toxic hazard to the pet or others that may come into contact with treated animals.
- E. A pet owner shall ensure suitable sanitation of the animal's living or sleeping quarters, at all times.
- F. Dogs, cats, birds, gerbils, hamsters and guinea pigs shall have access to an adequate supply of fresh water at all times.

- G. A representative of the Authority and/or any governmental health or animal control officer or his or her designee, may, at any time, inspect any animal and the premises where the animal is kept.
- H. A representative of the Authority and/or any governmental health or animal control officer or his or her designee may enter a dwelling unit when there is evidence that an animal, left alone, is in danger or distress or has been left unattended for ten (10) hours or more. If there are unfavorable conditions present, the pet may be impounded, subject to any provision of State or local health and/or anti-cruelty laws or ordinances in this regard. The Authority shall accept no responsibility for the pet under such circumstances.
- I. No dog or cat shall be permitted to remain in an apartment overnight while the tenant is away.

4. Handling of Pets

- A. A pet owner is prohibited from altering the dwelling unit or the surrounding premises to create a space, hole, container, shelter or enclosure for any pet.
- B. A pet owner is prohibited from erecting or placing a cage, crate, shelter or container outside of their apartment at any time.
- C. The pet owner shall keep a cat or dog on a leash and shall control the animal when it is taken out of the dwelling unit for any purpose. The leash must be held by an individual twelve (12) years of age or older. The leash cannot exceed six (6) feet in length.
- D. A pet owner may not tether or chain an animal outside of or within the dwelling unit.
- E. The owner of a bird(s) shall confine them to a cage at all times.
- F. Pets are not allowed in lobbies, laundry rooms, social rooms, libraries, dining halls, management offices, hallways and other such common areas in buildings owned by the Authority, other than for reasonable entry to and exit from the building.
- G. Any animal running loose will be referred to the local authorities for removal from the premises.
- H. In the event of the death of a pet, the pet owner/tenant is responsible for making immediate arrangements for its removal and disposal. Carcasses may **NOT** be placed in dumpsters, trash cans, or buried on any Authority property.
- I. A pet will not be allowed on the elevators if any resident or guest on the elevator objects. Residents not accompanied by a pet have priority use of the elevators. Only one pet of any kind is allowed on the elevators at one time.

5. Pet Waste Removal

- A. The owner of a cat must provide a box with kitty litter inside the dwelling unit, which must be accessible to the cat at all times. The pet owner shall not permit waste in the litter box to accumulate or to become offensive, unsanitary or unsightly. The litter must be cleaned of waste at least every two (2) days and totally replaced at least once each week. The cages for gerbils, hamsters and guinea pigs must also be cleaned regularly for health purposes and to avoid odors. The pet owner shall dispose of such waste and litter by placing it in a tightly sealed bag or other container and depositing it in the appropriate trash receptacle (trash can or dumpster) outside the apartment where the pet owner resides.
- B. The owner of a dog shall not permit their pet to void urine or excrement in any neighboring yards or common public areas.
- C. The owner of a dog must allow his pet to utilize the designed pet area. The pet owner must remove and dispose of removable waste immediately.
- D. The owner of a dog shall not permit dog waste to accumulate or to become offensive, unsanitary or unsightly in the yard assigned to the owner's apartment.
- E. Pet waste shall not be flushed down toilets, sinks or tubs.

6. Health and Safety

The pet owner shall take the precautions and measures necessary to eliminate offensive pet odors within and around the dwelling unit and shall maintain the dwelling unit in a sanitary condition at all times, as determined by the Authority.

A pet owner shall not keep or harbor any pet so as to create offensive odors, excessive noise or unsanitary conditions which demonstrate a menace to the health, comfort or safety of other persons or animals.

The pet owner shall remove or restrain a pet when a Authority representative (or designee) is present in or around his or her apartment. Representatives and designees can include, but are not limited to, repair technicians, inspectors, exterminators, etc.

At no time may a pet prohibit Authority representative or designee from gaining access to Authority property. (*See also VII, Pet Removal.*)

The Authority reserves the right to seek impoundment and sheltering of any animal if the pet's

conduct or condition is duly determined to constitute a nuisance or a threat to the health or safety of other persons or animals. The provisions of State or local health and anti-cruelty laws and ordinances will be observed in making this determination.

7. Pet Removal

A. IMMEDIATE PET REMOVAL

An animal is subject to immediate removal from the premises when the Authority determines, on the basis of objective facts, one or more of the following conditions exist:

1. A pet prohibits a Authority representative or designee from gaining access to Authority property.
2. A pet displays vicious, dangerous, intimidating behavior, displays symptoms of severe illness or demonstrates behavior that constitutes an immediate threat to the health or safety of others. See Part 1, Paragraph J for the definition of a vicious or dangerous animal.
3. There is evidence an animal left alone is in danger or distress, or has been left unattended for ten (10) hours or more.

4. PROCEDURES FOR IMMEDIATE REMOVAL OF AN ANIMAL

- a. The Authority will first attempt to contact the pet owner and/or recorded alternate custodian(s) to remove the animal. If contact is unsuccessful or the owner and/or custodian(s) declines, delays or refuses to remove the pet, the animal will be removed from the premises by a trained professional. The owner shall be responsible for any and all costs associated with the removal and subsequent shelter of the animal.
- b. The said pet shall be prohibited from returning to the Authority property pending resolution of any dispute regarding said violation.
- c. If the Authority must effectuate the removal of any animal, the pet owner shall forfeit the full amount of his/her pet deposit as well as their pet ownership privileges or, depending upon the circumstances, may have his/her lease terminated.

B. URGENT PET REMOVAL

An animal is subject to removal from the premises if the Authority determines, on the basis of objective facts, the following conditions exist:

1. The local authority empowered to do so revokes a dog license.
2. A pet repeatedly disturbs, interferes or diminishes the peaceful enjoyment of the surroundings of the community in which the pet resides. The terms disturb, interfere or diminish shall include, but is not limited to, barking, howling, biting, scratching, chirping and other activities of a disturbing nature.
3. **PROCEDURES FOR URGENT REMOVAL OF AN ANIMAL**
 - a. The Authority shall provide the pet owner with a written notice to remove the pet. The notice to remove the pet shall contain:
 1. a statement of the factual basis for the determination;
 2. a statement advising the pet owner to remove the pet within three (3) days from the date of the notice;
 3. the pet owner's rights under the administrative grievance procedure.
 - b. If the pet owner declines, delays or refuses to remove the pet in accordance with the notice, and fails to request a grievance conference, the Authority shall:
 1. initiate procedures to terminate the pet owner's tenancy;
 2. contact the local authorities employed to accomplish the removal. The owner shall be responsible for any and all costs associated with the removal and shelter of the pet. The Authority shall accept no responsibilities for the pet under such circumstances.
 - c. The said pet shall be prohibited from returning to Authority property pending resolution of any dispute regarding said violation.
 - d. If the Authority must effectuate the removal of any animal, the pet owner shall forfeit the full amount of his/her pet deposit as well as their pet ownership privileges.

8. Animal Bites

In the event a dog, cat or other mammal has bitten an individual, the owner of the animal shall report the event to the appropriate municipal police or health officials and the Authority within twenty-four (24) hours of the bite.

9. Pet Policy Violation

If the Authority determines, on the basis of objective facts, that a pet owner has violated any section of the Pet Ownership Policy which is not defined in Section 7 of the Policy:

A written notice of lease violation or pet violation will be issued to the pet owner. The notice shall contain:

- a statement of the factual basis for the determination and the pet rule or rules alleged to be violated;
- a statement allowing the pet owner ten (10) days from the date of notice to correct violation(s);
- the pet owner's rights under the administrative grievance procedure.

If a pet owner fails to correct the violation(s) within the allocated time, the Authority shall follow the procedures for Urgent Removal of an Animal found in Section 7 of this Policy. The said pet shall be prohibited from returning to Housing Authority property pending resolution of any dispute regarding said violation.

Three (3) violations of the Pet Ownership Policy (other than serious violations indicated in # 4 below) within a 12-month period shall result in the revocation of pet ownership privileges, or all members of the unit wherein the pet resides for twelve (12) months.

If a resident harbors a pet without Authority approval or permits repeated "visits" from unregistered pets, pet ownership privileges for all members of the unit will be suspended or one (1) year. A repeat violation will result in suspension of pet ownership privileges for the remainder of the resident's (and all household member's) tenancy.

If the Authority must effectuate the removal of any animal, the pet owner shall forfeit the full amount of his/her pet deposit as well as their pet ownership privileges.

10. Applicability of this Pet Policy to Animals Serving Persons with Disabilities

Requirements and restrictions in this Pet Policy generally do not apply to service animals belonging to persons with disabilities who reside in public housing and service animals of persons with disabilities who visit the Authority's developments. These service animals are allowed in all public housing facilities of the Authority, but remain subject to those restrictions imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and refrain from disturbing their neighbors. A public housing resident requesting this exclusion to the Pet Policy of the Authority must have a disability and the accommodation must be necessary to afford the person with a disability an equal opportunity to use and enjoy a dwelling.

The Americans with Disabilities Act (ADA) defines “service animal” as a dog trained to perform work or tasks for the benefit of an individual with a disability. Where applicable, requests to bring a “service animal” on Authority property will be evaluated under the ADA. Requests for a reasonable accommodation will be further evaluated under the Fair Housing Act (FHA) and Section 504 of the Rehabilitation Act (“Section 504”).

As defined by the FHA and Section 504, an *assistance animal* is not a pet. As interpreted by the U.S. Department of Urban Development (HUD), an assistance animal includes, but is not limited to: guiding individuals who are blind or have low vision, alerting individuals who are deaf or hard of hearing to sounds, providing protection or rescue assistance, pulling a wheelchair, fetching items, alerting persons to impending seizures, or providing emotional support to persons with disabilities who have a disability-related need for such support.

An individual who has an assistance animal that serves as an emotional support animal (ESA) must have a letter from a licensed mental health professional (therapist, psychologist, psychiatrist – NOT a family doctor) that states the individual is under his/her care, is emotionally or psychiatrically disabled, and prescribes for the individual an emotional support animal. An individual presenting an animal as an ESA without the letter from a licensed mental health professional is in violation of federal law. Requests for an accommodation involving an assistance animal other than an ESA, will require documentation of the disability or disability-related need for the assistance animal where the resident’s disability is not readily apparent or known to the Authority.

The following apply to persons with disabilities who own service/support animals:

- Service/support animals must be registered with the Authority.
- A pet deposit fee is not required for assistance animals or emotional support animals.
- Service/support dogs must have any required licenses required by State and Local laws and have any required inoculations required by State or Local law.
- Limitations on pets’ breed, size, and weight shall not apply to assistance animals.
- An individual may be required to provide a verification form completed by a physician or licensed mental health professional to confirm an individual’s physical, emotional, or psychiatric disability.

To show that a requested accommodation may be necessary, there must be an identifiable relationship or nexus between the requested accommodation and the person's disability. The Authority will verify the existence of the disability and the need for an accommodation if either is not readily apparent.

Nothing in this policy: (1) limits or impairs the rights of persons with disabilities; (2) authorizes the Authority to limit or impair the rights of persons with disabilities; or (3) affect any authority the Authority may have to regulate service animals that assist, support, or provide service to persons with disabilities, under Federal, State or Local law.

SECTION IV

HOUSEKEEPING STANDARDS

1. HOUSEKEEPING STANDARDS

Keeping a house neat and clean is one of the Resident's most important responsibilities. That is why Housekeeping Standards has been made a separate section in this Resident Handbook. These housekeeping standards have been incorporated into the Lease by reference. This means that they have the same force as if they were written within the Lease itself.

In order to ensure that apartments owned and managed by the Authority are maintained in a safe and sanitary condition, uniform standards for Resident housekeeping have been developed for all Resident families.

- A. AUTHORITY RESPONSIBILITY:** The Standards that follow will be applied fairly and uniformly to all Residents. The Authority will inspect each apartment, at least annually, to determine compliance with the standards. Each apartment will be given a housekeeping score based upon the criteria described below in Part 3 of this Section, Housekeeping Evaluation Standards. Upon completion of an inspection, the Authority will notify the Resident in writing if he/she fails to comply with the standards. The Authority will advise Resident of the specific correction(s) required to establish compliance, and indicate that training is available. Within a reasonable period of time (but in no event longer than thirty (30) days), the Authority will schedule a second inspection. Failure of a second inspection will constitute a violation of the Lease terms and may result in a termination of the Lease.

- B. TENANT RESPONSIBILITY:** Resident is required to abide by the Standards set forth below. Failure to abide by the Housekeeping Standards that results in the creation or maintenance of a threat to health or safety, is a violation of the Lease terms and can result in eviction.

- C. HOUSEKEEPING STANDARDS: INSIDE THE APARTMENT**

GENERAL:

- 1. Walls: should be clean, free of dirt, grease, holes, cobweb and fingerprints
- 2. Floors: should be clean, clear, dry and free of hazards
- 3. Ceilings: should be clean and free of cobwebs
- 4. Windows: should be clean and not nailed shut; shades or blinds should be intact
- 5. Woodwork: should be clean, free of dust, gouges or scratches
- 6. Doors: should be clean, free of grease and fingerprints; doorstops should be present; locks should work

7. Heating units: should be dusted and access uncluttered; furnace rooms are not to be used as storage areas; storing combustible items near a furnace is dangerous
8. Trash: shall be disposed of properly in outside garbage containers or dumpsters, not left lying around the apartment
9. Entire unit should be free of rodent or insect infestation

KITCHEN:

1. Stove: should be clean and free of old food and grease
2. Refrigerator: should be clean; freezer door should close properly and freezer have no more than one-half inch of ice
3. Cabinets: should be clean and neat; cabinet surface and countertops should be free of grease and spilled food; cabinets should not be overloaded; storage under the sink should be limited to small or lightweight items to permit access for repairs; do not store heavy pots and pans under sink.
4. Exhaust fan: should be free of grease and dust
5. Sink: should be clean, free of grease and garbage; dirty dishes should be washed and put away in a timely manner
6. Food storage areas: should be neat and clean without any spilled or spoiled food
7. Trash/recycling materials: should be stored separately in a covered and leakproof container until removed to the disposal area

BATHROOM:

1. Toilet and tank: should be clean and odor free
2. Tub and shower: should be clean and free of mildew and mold; where applicable, shower curtain should be in place and of an adequate length to prevent water from getting out of the tub
3. Lavatory: should be clean
4. Exhaust fans: should be free of dust and grease
5. Floor: should be clean and dry

STORAGE AREAS:

1. Linen closet: should be neat and clean
2. Other closets: should be neat and clean; no flammable materials may be stored in the apartment
3. Other storage areas: should be clean, neat and free of hazards

D. HOUSEKEEPING STANDARDS: OUTSIDE THE APARTMENT: The following Standards apply to family and scattered site developments only; some Standards apply only when the area noted is for the exclusive use of the Resident.

1. Yards: should be free of debris, trash and abandoned appliances and cars. Exterior walls should be free of graffiti and other Resident-caused damage;
2. Porches (front and rear): should be clean and free of hazards; any items stored on the porch shall not impede access to the house;
3. Steps (front and rear): shall be clean and free of hazards;
4. Sidewalks: shall be clean and free of hazards;
5. Storm doors: shall be clean with windows and screens intact;
6. Parking lot: shall be free of abandoned cars;
7. Hallways: shall be clean and free of hazards;
8. Stairwells: shall be clean and uncluttered;
9. Laundry areas: shall be clean and neat; remove lint from dryers after each use;
10. Utility room: shall be free of debris, motor vehicle parts and flammable materials

2. **HOMEMAKING HINTS:**

- A. **CUPBOARDS:** Clean with a damp cloth and dry immediately. Apply a coat of furniture or kitchen wax periodically.
- B. **COUNTERTOPS:** USE A CUTTING BOARD whenever you use a knife or any other sharp object which could puncture or damage the countertops. Use a protective pad under hot pans or dishes. A coat of wax will protect and beautify countertops.
- C. **FLOORS:** Should be cleaned with warm water and mild soap. Use a self-polishing wax periodically. Protection under the legs of heavy furniture will reduce the indentations on the floors. **DO NOT USE RUBBER-BACKED CARPET** on tile floors. The rubber backing tends to permanently stain the tiles. **DO NOT USE TACKS OR TACK STRIPS** to install carpeting, as these will damage the tiles. If you wish to secure carpeting to the floor, do so through the use of double-face tape. Under no circumstances may carpeting be glued to the flooring.
- D. **WALLS:** Should be dusted often and fingerprints and smudges wiped off as soon as possible. If you have pictures or other objects to hang on the walls, please contact your Regional Manager for instructions on how these items are to be installed. Do not use paste-up hangers, or large nails as these will damage the walls.
- E. **FIXTURES:** Chrome-finished fixtures should be cleaned with a damp cloth. Never use metal polish as the finish could be destroyed.
- F. **LAVATORY:** Avoid cleansers in cleaning the wash bowl. Use only mild soap. Any other cleaning agents would permanently scratch and mar the finish of plastic vanity tops.

- G. **REFRIGERATOR:** Your food will keep better if the inside of the refrigerator is cleaned at least once a week. Wash the interior with warm water to which two tablespoons of household ammonia, borax or baking soda has been added for each quart of water. Wipe dry with soft cloth. Clean the exterior with a damp cloth and wipe dry. Do not use gritty or abrasive cleansers such as Ajax or Comet on the interior or exterior of the refrigerator. Always clean up spills in the refrigerator immediately after they happen.
- H. **RANGES:** Never wash the surface of the range while it is hot. Clean after each meal with a damp dish cloth. A build-up of grease on the range is a fire hazard and invites roach infestation, germs and bacteria. Never use oven cleaners anywhere on the range except in the oven. These cleaners contain harsh chemicals which will destroy the finish and trim on the exterior of the range. If you have an electric range, **DO NOT** use aluminum foil under the burners or to line your oven. If aluminum foil comes in contact with the electric elements, they will be severely damaged. **NEVER USE YOUR RANGE FOR HEATING THE APARTMENT.**
- I. **HOT WATER HEATER:** If your home has been equipped with an individual hot water heater, you should not attempt to make any adjustments to the heater. If you feel an adjustment is necessary, notify your Regional Office. **UNDER NO CIRCUMSTANCES SHOULD YOU ATTEMPT TO ADJUST THE HOT WATER HEATER.**
- J. **HEATING:** You should keep your thermostat(s) set at the lowest comfortable setting. You can also reduce your heating costs by keeping radiators and heating ducts free from obstructions. If you have a problem at any time with your heat, please call your Regional Office. **YOU SHOULD NEVER ATTEMPT TO ADJUST OR REPAIR YOUR HEATING SYSTEM** as you could be very seriously injured.
- K. **PLUMBING:** **NEVER, NEVER** pour grease in drains. Place grease in cans for later disposal in the trash. Be sure that all faucets are shut off completely after each use. The toilet is cleaned best with soap and water and a long brush. Never pour hot water into the toilet, as this could crack the bowl. Please do not use any type of drain opener, such as Draino, in clogged plumbing lines. These products contain corrosive chemicals that damage plumbing fixtures and may cause injury to maintenance workers. If your drain is clogged, call the Regional Office and Authority maintenance personnel will open the drain for you. There will be a nominal charge for this service, which in most instances will be less expensive than what you would have paid for drain cleaners.
- L. **BALCONIES:** Balconies are provided at some buildings for the enjoyment of all Residents. In no case should the balconies be used for storage or for shaking rugs or dust mops. Everyone on the floor should help keep the balconies on their floor clean.

HOUSING AUTHORITY OF THE COUNTY OF DAUPHIN

HOUSEKEEPING STANDARDS

SCORE

STANDARDS

- A. Housekeeping is virtually immaculate. All areas of the house are neat and clean and can be described as “Spic and Span”. Refrigerator is clean inside and outside and stove is grease-free around burners and in the oven. All trash and garbage is put in proper receptacles. Inspector would feel quite comfortable eating in this house. Clothes are properly put away and are not strewn about. There is no clutter.
- B. Housekeeping is very good. Nearly all areas of the house are neat and clean. Most clothing has been put away properly, but there may be item or two of clothing on the floor. There may be a minimum amount of clutter. Trash is handled properly, but there may be an apple core or banana peel or some such thing still laying on the kitchen table. The refrigerator and stove are clean, but not spotless. The bathroom and kitchen are clean, but some parts of these rooms are not as clean as they could be. Inspector would still eat in this house and still feel reasonably comfortable.
- C. Housekeeping is satisfactory, but has a number of deficiencies. This would be an “average” unit. Walls, windows, and floors are not as clean as they should be. There are some marks and/or fingerprints. Some areas of the house are not neat and clean. The refrigerator has some dirt on the exterior surface and a spill or so on the inside. The stove may have some grease on the top and the oven may not have been cleaned very well. There are some clothes strewn about and there is some clutter. There is some trash and garbage around not in proper receptacles. A non-family member would not be inclined to accept an invitation for dinner, or if they accepted, would not feel entirely comfortable eating in this house.
- D. Housekeeping is unsatisfactory. Many areas of the house are dirty and clothing is strewn about. Walls, floors, and windows are noticeably dirty. The refrigerator is dirty inside and outside. The stove has some layers of grease and the oven is not very clean at all. The kitchen countertop and table are dirty and the kitchen has not been cleaned to even a minimal level of acceptability. Many dirty dishes have not even made it to the kitchen sink. The bathroom is in such a state that one would not want to use it unless very desperate. Quite a bit of trash is laying around the house. There is some unpleasant odor. A non-family member would definitely not want to eat in this house.
- E. Housekeeping is non-existent. There is no evidence of cleaning. All areas of the house, including walls, floors, and windows are dirty and filthy. Clothes and other household items are strewn about everywhere. There is a great deal of clutter. The kitchen is filthy, the refrigerator is dirty outside and uncleaned spills are evident inside. Food waste may be laying around on the kitchen table and elsewhere. The stove has several layers of grease and it appears that the oven has never been cleaned. The bathroom would not invite use even in the most desperate of situations. Given these conditions, there would probably be a strong unpleasant odor in this house as well. A person accustomed to clean conditions would not want to stay for dinner, but also would lose his or her appetite.

An explanation regarding the evaluation standards for Housekeeping:

This scoring system will be used by the Authority's inspector to evaluate each apartment during the annual inspection. The inspector may also use + and - designations at his/her discretion. In other words, if an apartment appears to be better than a "C" but not quite a "B", the inspector could indicate that it is a B- or C+ unit.

Residents that receive a "D" evaluation for their housekeeping will be notified by the Regional Manager and informed of the areas of deficiencies that need to be corrected.

SECTION V

TENANT GUIDE / MANAGEMENT REGULATIONS

1. INTRODUCTION

Your apartment was designed with your well-being in mind. Every effort has been made to provide you with safe, convenient, comfortable and efficient facilities. As a Resident, you have the responsibility for caring for your apartment and the areas around it. Whenever you require assistance in this, please contact the Regional Manager for your development or building.

This Tenant Guide includes answers to frequently asked questions as well as certain management regulations which may not be specifically mentioned in the Lease itself, however, it does not include all matters which concern our mutual obligations. The Authority strongly urges that you become aware of all Lease provisions, and do not hesitate to ask your Regional Manager or other Authority management personnel whenever you have any questions.

Please remember that a neighborhood environment is created by its Residents. The ordinary rules of conduct that govern the average citizen are applicable. Your consideration for the rights of your neighbors and common courtesy toward your neighbors and cooperation with the Housing Authority are most important and will result in a pleasant living environment for everyone.

2. WHAT YOU MAY EXPECT FROM THE HOUSING AUTHORITY:

- A. To sign a Lease with you which sets forth what you and the Housing Authority agree to do while you are a Resident;
- B. To supply you with utilities as specified in the Lease;
- C. To review and verify your income and family size as required by the Lease;
- D. To adjust your rent in accordance with verified changes in family income if you have chosen the percentage-of-income method for determining your rent;
- E. To make repairs and improvements when required;
- F. To cooperate with other agencies which offer health, recreational, educational or other beneficial services to the residents;
- G. To encourage family self-sufficiency;
- H. To counsel with Residents on solving special problems;
- I. To provide reasonable accessibility to its facilities.

3. WHAT THE HOUSING AUTHORITY EXPECTS FROM YOU:

- A. To accept the requirements and responsibilities of the Lease;
- B. To pay rent on or before the FIRST of each month;
- C. To respect your neighbors' right to live in peace and to treat your neighbors with courtesy;
- D. To keep your apartment and immediate surroundings neat and clean;
- E. To report damage to your apartment or its equipment immediately;
- F. To use the dwelling equipment carefully and to be careful in the use of all utilities;
- F. To report income and family composition as required by the Lease;
- G. To cooperate with Housing Authority personnel.

4. THE LEASE

The Lease is a formal and legally binding agreement between you, as the Resident, and the Housing Authority, as the Landlord. It is very important that you read and understand the Lease including the Grievance Procedure, Pet Policy, Housekeeping Standards and this Tenant Guide/Management Regulations. If you have a question regarding any of the Lease provisions, please contact your Regional Manager or other Authority representative and they will obtain an answer for you.

5. RENTAL PAYMENTS

Each month you will receive a Monthly Statement from the Authority. This statement (or bill) will list all charges and payments to your account during the month. It is very important that you return the top portion of this statement when paying your rent. Failure to include the top portion of your statement with your payment may delay crediting the payment to your account. You must mail your payment, in the form of a check or money order (no cash), to the address listed on the envelope provided with your monthly statement. No rental payments are accepted at any Authority office or by any staff member. Please do not enclose any other communications with your rental payment since it goes to the bank and not directly to the Authority.

Please remember that rental payments are due on or before the FIRST day of each month. However, the Authority does allow a grace period of the first five (5) days of each month before your rent payment is considered delinquent. It is your responsibility to allow sufficient time for your payment to reach the Authority by the fifth (5th) day of the month. You should also note that the Lease contains a provision for chronic (frequent) late payment of rent. This means that those tenants who continually pay their rent after the fifth (5th) day of the month will face possible eviction action, even though the rent is paid. You should understand that paying your rent late is a serious violation of the Lease.

6. SECURITY DEPOSIT

In addition to your initial rental payment, a security deposit is required for most apartments when you sign your Lease. The security deposit will be returned to you, with interest, within 30 days after you move, provided you have given proper notice of your intent to vacate your apartment, have provided the Authority with a forwarding address in writing, and provided there is no rent due and there are no damages to the apartment beyond normal wear and tear.

7. FAMILY COMPOSITION AND TRANSFER

You have been leased an apartment which accommodates the size and composition of your family. Only those family members who are registered on our records are permitted to reside there. You must report marriages, births, deaths or any other changes in your family composition to the Management Office as required by the Lease. As the size of your family increases or decreases, it will be necessary for you to transfer to a dwelling of appropriate size when it becomes available.

8. REEXAMINATION AND INCOME

The Housing Authority is required by law to review your family income and family size annually if you have chosen to have your rent based on a percentage of income, as in the past. Those Residents who chose flat rents may only have full reexaminations once every three (3) years.

Residents **MUST** report promptly in writing to the Authority within ten (10) days of occurrence any of the following changes in household circumstances:

1. A member has been added to the family through birth, adoption, or court awarded custody;
2. A household member is leaving or has left the unit;
3. A person with income, other than a minor or full-time student, joins the household.

Residents who are paying rent based on a percentage of income may report the following events that occur between Annual Rent Reexaminations:

1. A decrease in annual income;
2. Child care expenses for children under the age of thirteen (13) that are necessary to enable a member of the household to be employed or to go to school;
3. Handicapped assistance expenses, which enable a family member to work;
4. Medical expenses of elderly, or disabled head of households that are not covered by insurance; or
5. Other family changes that impact their annual adjusted household income.

9. ANNUAL INSPECTION

The Housing Authority is required by HUD to inspect all apartments at least once each

year. The purpose of this inspection is to identify any problems with your apartment and to inventory the Authority's equipment. The Authority inspector will also perform a housekeeping evaluation in accordance with the Housekeeping Standards in this Handbook. You will be notified in advance as to when your apartment will be inspected. We ask for your cooperation during the inspection process. The U.S. Department of Housing and Urban Development (HUD) has also begun annual inspections of public housing units. HUD's inspectors however, usually inspect only a percentage of units at each building or development. For both inspections, all units to be inspected must be entered whether you are home at the time of the inspection or not.

10. REQUEST FOR MAINTENANCE SERVICE

Whenever maintenance service is required, it must be reported to your Regional Manager or the Authority's central office. The Authority will attempt to provide maintenance services at a time which is convenient for you. However, you should be aware that your request for maintenance services constitutes permission for Authority personnel to enter your apartment even if you are not at home.

After regular working hours or on a weekend or a holiday, an emergency maintenance request should be reported to the Authority's 24-hour answering service. That number is 939-9304 or, for northern Dauphin County, the **toll-free** number 1-888-9HOUSE9. Please do not abuse this service. We ask that you limit your request to ACTUAL EMERGENCIES. For example, a dripping faucet is not an emergency, but a leak that is flooding your floor obviously requires immediate attention. Please use common sense when deciding whether to call the emergency number. Authority personnel will not respond to an evening, weekend, or holiday call if it is not a real emergency.

When calling please be sure to give your NAME, ADDRESS, TELEPHONE NUMBER and the NATURE of the problem.

IF YOU LIVE IN THE STEELTON, SWATARA TOWNSHIP, MIDDLETOWN OR HIGHSPIRE AREAS, YOU SHOULD CALL 939-9304.

IF YOU LIVE IN THE LYKENS, WILLIAMSTOWN, GRATZ OR WICONISCO AREAS, YOU SHOULD CALL OUR TOLL-FREE NUMBER 1-888-9HOUSE9 OR, IF YOU PREFER NUMBERS, 1-888-946-8739.

HEARING IMPAIRED RESIDENTS ONLY: Please call 1-800-545-1833, Extension 304.

11. EXTERIOR AREA - LAWN CARE AND SNOW REMOVAL

Help to keep the area around your apartment presentable by picking up trash and litter and sweeping sidewalks frequently. During the winter months, ice and snow must be removed promptly from your sidewalks and steps. It is your responsibility to have the necessary equipment to use in caring for the outside of your apartment.

12. AUTOMOBILES AND PARKING

Buildings and developments have parking areas for vehicles. Please do not park cars or moving vans on the lawns. Washing, vehicle maintenance and repairing of cars is prohibited. When your automobile has outlived its usefulness, it must be removed from Authority property. It is a violation of your Lease to store any inoperable or unlicensed vehicle anywhere within the development including a vehicle that does not have a current registration. In addition, no unlicensed or dangerous motor vehicles including, but not limited to, snowmobiles, and three or four -wheeled, off-road recreational vehicles, are allowed on Authority property. All such vehicles will be towed at owner's expense. Certain parking spaces have been designated for use by persons with disabilities. It is considered a Lease violation for a non-disabled person to use such spaces.

13. CHILDREN CAN HELP

Parents are requested to instruct their children in the proper use and care of play areas and recreational equipment. Parents can pool their efforts in supervising the activities of children, especially young children, in the play areas. We need the cooperation of all children to avoid the defacing of properties and in keeping the grounds neat and free of litter.

14. UTILITIES

The value of utilities is a factor in determining your rent. Every effort must be made to reduce the consumption of utilities. The following are suggestions for reducing consumption:

- A. Turn on only those lights or appliances which you need;
- B. Do not use higher wattage lamps or bulbs than you need;
- C. Make certain the refrigerator door is closed;
- D. Do not use the kitchen range for heating purposes;
- E. Keep thermostats at the lowest comfortable setting;
- F. Report all dripping faucets, and leaks immediately;
- G. Do not waste water;
- H. Report immediately commodes that do not shut off properly. A commode that it not working properly can waste a tremendous amount of water;
- I. Do not overload circuits with electric appliances;
- J. Keep doors and windows shut in winter.

15. IF YOU DECIDE TO MOVE

If you plan to move from your apartment, you may terminate your Lease by giving thirty (30) days advance written notice. All Housing Authority property must remain in the dwelling and it must be clean and in good condition when the apartment is vacated.

16. TELEPHONES AND TELEVISION

Telephone installation is optional and all costs become the Resident's responsibility. The telephone company must make all installations in conformity with the Housing Authority regulations. You must obtain permission from the Housing Authority prior to having a telephone installed in any location other than the telephone outlets already located in your apartment.

If cable television is available, connection may be made at the Resident's cost. No television or radio antenna may be erected on Housing Authority property.

17. EXTERMINATION SERVICE

The Housing Authority has a contract with a private firm to control pests such as roaches, ants, mice, earwigs and bees. Periodic inspections of your apartment will be made to see whether there is a pest problem. You are urged to be at home when these inspections are made, however, if you are not at home, the inspector and the Authority representative will have to enter your apartment to perform the inspection. Currently, the apartments in most buildings and developments are treated semi-annually for roaches, however, problem apartments may require more frequent treatments. In addition, certain common areas are treated monthly.

Pests, particularly roaches, are attracted to dirty apartments. Residents can avoid roach problems by keeping apartments neat and clean. In fact, a clean apartment is better than any chemical in keeping roaches away. Resurgence of bed bugs is a sporadic problem the Housing Authority deals with on a case-by-case basis. Any evidence or physical presence of bed bugs should be reported to your Regional Manager immediately. Residents may be charged for extermination services if any pest infestation exists because of dirty conditions due to poor housekeeping or Resident neglect.

18. LOCK-OUT

If you find you are locked out of your apartment because of loss of your key or some other mishap, call the Management Office. Do not try to enter your apartment by forcing windows or doors. A nominal charge will be made to the resident for unlocking doors.

19. NOT RESPONSIBLE FOR PERSONAL PROPERTY

The Housing Authority and its employees are not responsible for the loss of, or damage to, any personal property of Residents or others for any cause whatsoever. Although the Housing Authority carries fire and extended coverage insurance and liability insurance in connection with the operation of its housing units, your furniture and any other personal property are not covered, nor is the Housing Authority liable for any injuries due to negligence of Residents. Each family is strongly advised to obtain an adequate amount of insurance covering their own personal property and liability.

20. GUESTS

You will occasionally have friends or relatives visiting you temporarily. You are reminded that the Lease limits visitors to a maximum of fourteen days (14) days in any twelve (12) month period. If you wish to have visitors for more than fourteen (14) days in any twelve (12) month period, you must obtain written permission from the Housing Authority. If any person desires to move into your dwelling on a permanent basis, permission must **first** be obtained from the Housing Authority. The Authority will then perform ordinary applicant checks to determine whether the person requested to be added to a lease satisfies Authority admission requirements.

21. YOUR NEIGHBORS

When people live close together, particularly in the Authority's high-rise and mid-rise buildings, it is important for them to respect others' rights and to exercise common courtesy. Noise from late parties, loud stereos, shouting and slamming of doors can be very annoying to your neighbors and will not be tolerated, particularly in the high-rise and mid-rise buildings where sound travels so easily around the building. With a little consideration, common sense and good will on everyone's part, problems should be kept to a minimum.

22. ANIMALS

Permission must be obtained from the Authority prior to obtaining a pet. Pets are allowed only in conformance with the Authority's Pet Policy.

23. SCHEDULE OF CHARGES

A list of standard charges to Residents for repairs or services is posted in the regional offices and the main office. For items not listed, the labor charge will be based on a fixed hourly rate. Charges for any parts or materials other than those listed will be based on the actual cost to the Authority for such materials.

24. WHO TO CONTACT

During your tenancy you will probably find it necessary to contact various Housing Authority staff members. In most cases, the first person you should contact is your Regional Manager. Your Manager is responsible for the operation of the building or development in which you reside. The Manager can assist you with a wide variety of problems ranging from maintenance requests to questions about your rent. If your Manager cannot answer your questions, he or she will be able to refer you to another staff member for assistance. The name and telephone number of your manager is listed on Part II of the Lease.

25. FIRE SAFETY INFORMATION

A. FIRE PREVENTION

Most fires occur because the public is indifferent toward good fire prevention practices. Seventy percent (70%) of the fires that occur in apartments and buildings can be attributed to carelessness. These are the needless fires, the kind that can be prevented if each of us takes the time to practice fire safety in the home.

What are the main causes of unnecessary fires? Below are listed seven (7) hazardous situations that could be present in most apartments. See how many of these apply to your home, then do something about them.

- 1. Careless Smoking Habits:** This is easily the biggest single cause of fatal apartment fires. Even if no one in your family smokes, chances are some of your guests will. Provide plenty of safe, deep ashtrays, making sure all cigarettes are out before emptying the ashtrays. Never empty ashtrays into wastebaskets. Make a last minute inspection before going to bed, checking in and around ashtrays. Also check carpeting and furniture around the areas where you know people have been smoking.

Establish a firm "NO SMOKING IN BED" rule. And, even sitting in a chair, it is a good rule never to smoke when you are tired or feel yourself becoming tired while watching TV or reading a book. Be especially alert around people who have over indulged in alcoholic beverages and who are smoking.

- 2. Playing With Matches or Fireworks:** Matches and/or cigarette lighters should be kept in a safe place, away from children. It's an excellent idea to discuss the safe use of matches and lighters with your children. Relate this safety with the overall safety of the home and other members of the family. At this same time, review with them your complete program of home fire safety habits. Never allow children to play with fireworks without adult supervision. Even though most dangerous fireworks have been outlawed, the ones still available can easily start fires if not carefully used.
- 3. Matches Or Cigarettes Tossed In Rubbish:** Be especially careful of matches or cigarettes while working outside the home. A carelessly tossed match or cigarette can easily start a fire in leaves, grass, or papers or in an area where flammable liquids or material may be stored. Buckets of sand can be placed around the outside of the home to eliminate this hazard.
- 4. Combustible Materials:** The best way to eliminate fires caused by combustibles is to eliminate the unnecessary combustibles from your household. Undertake a general housecleaning. Get rid of all unnecessary things that could give fire a place to start, such as greasy or oily rags, paint, wood, paper and other general rubbish. Check your attic, closets and basement for all combustibles.

Pay particular attention to aerosol cans and their contents. Store in a safe, cool, dry space. Read and heed the instructions for storage on the can.

5. **Faulty Electrical Appliances:** Make sure that all of the appliances being used in your apartment are listed by Underwriters Laboratories or other recognized testing firms and that cords and plugs are not frayed or damaged. Never overload a circuit or outlet. The same is even more important for an extension cord. Make sure the extension cord being used is proper for the appliance. Be sure that air conditioners, clothes dryers, washing machines and other major appliances are being used on proper circuits.
6. **Defective Or Overheated Cooking Equipment:** If fire develops on your stove or in a pan, try to smother it with a lid. If this fails, use a dry chemical or carbon dioxide type fire extinguisher. Baking soda is good for smaller fires. If a fire develops in the oven, turn off the heat and close the door. If the fire does not go out, open the door slowly and use the fire extinguisher. If you have a fire in a pan, NEVER TRY TO CARRY THE PAN OUTSIDE. ALSO NEVER POUR WATER OVER A GREASE FIRE. This will cause spattering and the possible spread of the fire.

If you detect the least odor of gas, call your local gas company and the Housing Authority immediately and report it. Don't use the stove or oven until the apartment has been checked for gas leaks.

7. **Improper Use Of Flammable Liquids:** Careless handling and storage of flammable liquids are major causes of home fires and deaths. Gasoline vapors can travel considerable distance, usually near the floor. Since gasoline burns violently, using it as a fuel or solvent is extremely hazardous. The best rule for using gasoline in a home is DON'T. Make sure it is stored in an approved container in a well-ventilated area where tipping or accidental damage is unlikely - outside the home. And never carry it in your trunk or car. Kerosene, cleaning fluids and other combustibles are not nearly as flammable as gasoline, but should be treated with equal respect.

ALL HOUSING AUTHORITY RESIDENTS ARE PROHIBITED FROM STORING GASOLINE, KEROSENE OR ANY OTHER COMBUSTIBLE LIQUID ANYWHERE INSIDE OR OUTSIDE THE APARTMENT. KEROSENE HEATERS ARE NOT ALLOWED. ANY FLAMMABLE LIQUIDS FOUND IN AUTHORITY UNITS WILL BE IMMEDIATELY REMOVED AND TENANTS WILL FACE EVICTION ACTION!!!

B. FIRE ESCAPE INSTRUCTIONS (Buildings for Elderly and Disabled)

1. If you discover a fire or smell smoke, sound the building alarm. Know the location of the alarm signal stations and how they operate.

2. Notify the Fire Department by dialing 911 (in Middletown the number is 944-6344), stay calm, tell the operator the nature of the fire, the address and the fire's location.
3. When the fire alarm sounds, leave at once. CLOSE BUT DON'T LOCK the door behind you. Proceed into the fire tower and remain there until your are given instructions by the Fire Department or other authorized personnel. Fire towers are safe areas of refuge since they are enclosed and the doors and walls are fire rated to keep smoke and heat from entering the stairway. NEVER block open the doors to the fire tower.
4. NEVER, NEVER, UNDER ANY CIRCUMSTANCES, USE THE ELEVATORS DURING A FIRE EMERGENCY!!! Elevators will stop if the power fails, causing occupants to become trapped. Elevator shafts are like chimneys. Smoke could enter the elevator shaft thereby asphyxiating the occupants trying to evacuate the building. In addition, elevator call buttons can be activated by heat. The elevator may stop, and the doors might open, on the floor where the fire is located. If you use an elevator in a fire you may die!!!
5. Feel the door that leads from your apartment to the corridor before opening it. If it is hot or smoke is seeping in, DO NOT OPEN. If you become trapped in your apartment and cannot reach the fire tower, keep the door closed and seal off any cracks. Use a phone in the apartment to call the Fire Department by dialing 911 (in Middletown 944-6344) and give the address of the building, the floor you are on and the apartment number.
6. If the door feels cool, open it cautiously. Be braced to slam it shut if the hall is full of smoke or if you feel heat pressure against the door. If the hall is clear, proceed with the escape plan.
7. Disabled persons may have difficulty leaving the building in an emergency, and will probably need assistance. A responsible person or persons that reside in the same area as the disabled individual should be assigned to assist in the event of fire. These persons should be taken to the fire tower and remain on the landing.
8. If caught in smoke or heat, stay low where the air is better. Take short breaths (through the nose) until you reach an area of safety.

C. FIRE DRILLS

The purpose of a fire drill is to insure efficient and safe use of the exit facilities available. Proper drills insure orderly evacuation and prevent panic which has been responsible for the loss of life in major fire disasters in many buildings. Speed in evacuation, while desirable, must be secondary to maintenance of proper order and discipline.

Occupants of high rise buildings normally enter the elevator from the lobby, ride to a particular floor, and walk along a known path to their apartment. They usually make no effort to discover other means of egress which would be used in an emergency situation. Fire drills are designed to familiarize the occupants with the location of emergency exits and fire towers.

In all high rise buildings fire drills will be conducted by the Housing Authority on a regular basis. When you hear the fire alarm you should leave your apartment and go into the fire tower. It is not necessary for you to walk down the stairs!

In family dwellings, it is the responsibility of each Resident to develop a fire escape plan for their home. You should make sure that all members of your family are aware of escape routes from every room, particularly the bedrooms. You should also make sure that everyone in your home knows how to open all windows and doors. You should instruct family members that speed is of the utmost importance. And, once out of the building, have a pre-planned meeting place to make sure everyone has exited. Don't go back in once you are out.

D. SMOKE DETECTORS

Every Housing Authority apartment has been equipped with at least one (1) smoke detector. The smoke detector is possibly the single most important item that can save your life in the event of a fire. If your smoke detector is not operating correctly, please contact the management office and it will be repaired or replaced. **DO NOT REMOVE DETECTORS OR THE BATTERIES. A SMOKE DETECTOR THAT IS NOT WORKING MAY RESULT IN YOUR DEATH OR THE DEATH OF ONE OF YOUR FAMILY MEMBERS!!!**

26. LEAD BASED PAINT POISONING

A. INTRODUCTION

People of all ages are subject to lead poisoning, which can be caused by lead in air, water, paint, soil and food. Young children (including the fetus of a pregnant woman) are particularly susceptible to lead poisoning because their bodies and brains are developing and because they have a natural tendency to place non-food items in their mouths.

We urge you to read and understand all the information in this section so that you become aware of the dangers of lead poisoning and various measures you can take to protect yourself and your children.

B. HEALTH EFFECTS OF LEAD POISONING

Lead poisoning is very serious. Some of the symptoms are as follows:

1. Fatigue
2. Loss of appetite and stomach aches
3. Irritability
4. Sleep Disturbance
5. Sudden Behavioral Change
6. Developmental Problems (learning disabilities)

In severe cases, physical symptoms can include clumsiness, weakness, abdominal pain, vomiting, constipation, learning disabilities, brain damage, convulsions and death.

Unfortunately, these symptoms can be caused by other problems as well so it is important that all children between the ages of nine (9) months and six (6) years have a simple blood test which can reveal a lead poisoning problem.

C. LEAD SCREENING PROGRAM

All parents of children between the ages of 9 months and 6 years should have them tested for blood lead levels. It is always best to ask your family doctor to test your child. If you do not have a family doctor, you may contact **1-800-986-KIDS (5437)** for assistance in locating a clinic in your local area that will provide testing for free or possibly charge a sliding fee.

The Housing Authority must be notified whenever a child residing in an Authority apartment is identified as having an elevated blood lead level.

D. LEAD BASED PAINT POISONING

A major cause of lead poisoning is paint containing lead. Since 1977 household paint must, by regulation, contain no more than 0.06% lead by dry weight. In the past, some interior paints contained more than 50% lead.

In any house or apartment constructed prior to 1978, the painted surfaces may contain high levels of lead. If you have young children, you should take special precautions to assure that they do not eat any paint chips or chew on painted surfaces such as window sills, door frames, or railings. Also, since the dust on and around these surfaces may contain lead, they should be cleaned regularly and children's hands should be washed often.

Some of the Authority's apartments constructed prior to 1978 did test positive for the presence of lead in painted surfaces. However, the Authority has taken corrective measures in accordance with regulations of the U.S. Department of Housing and Urban Development.

Of course, children can also eat lead at other locations, particularly if they are cared for during the day by grandparents, baby sitters or at day care centers. So please share this information with anyone who cares for your young children.

In addition, lead paint may also be on furniture, toys, handles, and old cribs. As a precaution you should stop your children from chewing on these objects or on any painted surface.

E. SOME LEAD HAZARDS OTHER THAN LEAD PAINT

1. INHALED

- (a) Breathing leaded gasoline fumes;
- (b) Burning: Battery casings, colored newsprint, waste oil, lead painted wood;
- (c) Sanding lead based paint surfaces;
- (d) Industrial (smoke stack) emissions;
- (e) Cigarette smoke.

2. INGESTED

- (a) Soldered seams of food cans;
- (b) Lead water pipes and lead pipe solder;
- (c) Colored newsprint/colored food wrappers;
- (d) Cigarette butts and ashes;
- (e) Household dust;
- (f) Contaminated soil (near busy highways);
- (g) Lead emblems, bullets, weights, sinkers.

F. ADDITIONAL INFORMATION

If you have any questions, please contact your Regional Manager or contact the PA Lead Information Line (LIL) at **1-800-440-LEAD (5323)** for lead information and materials.

27. RECYCLING AND SOLID WASTE

A. RECYCLING

1. Several municipalities in which housing developments are located have ordinances requiring that Residents recycle certain materials. To cooperate with the overall recycling effort and to comply with these local ordinances, the Authority has set up recycling programs at several housing developments. When you rent an apartment at

one of these developments you will receive information on the recycling program for that area.

2. If you are not sure whether you are required to recycle or, if you have not received information on recycling, please contact your Regional Manager.
3. The materials to be recycled are handled differently depending where you live. In most family developments, Residents are provided with a plastic container which is to be set out at the curb once a week for pick up. At multi-story buildings for the elderly where programs are in effect, residents put their recyclable materials into a cart which is located on their floor once a week. At Nelley Court, Residents put their materials into two large plastic containers called "Toters" which are located next to the trash dumpster.
4. ITEMS TO BE SEPARATED FROM THE TRASH:

- * NEWSPAPERS
- * GLASS BOTTLES (clear, green, and brown)
- * ALUMINUM AND STEEL CANS
- * PLASTIC BOTTLES* (# 1 PETE and # 2 HDPE)

*Plastic soda bottles (clear and green); Plastic water, milk, cider, and iced tea containers usually in gallon and half gallon sizes; Plastic laundry detergent, fabric softener, and liquid dish detergent bottles

5. HOW SHOULD I PREPARE THE MATERIALS FOR RECYCLING?

NEWSPAPERS - Newspapers only -- including all inserts that come with the newspaper - BUT, NO magazines, or phone books and no other kind of paper.

GLASS BOTTLES - must have caps removed and must be rinsed clean, but labels do not have to be removed. Clear, green, and brown glass bottles only will be collected. Please do not put any Pyrex, porcelain, ceramics, lead crystal, window glass or light bulbs with the recyclables. Do not break the glass bottles.

STEEL CANS - Steel cans are also called "tin" cans and include, for example, soup, vegetable, and fruit cans. Please put only food and beverage cans in the recycling container. Cans must be rinsed clean, but labels do not have to be removed. The steel lids may be put in the cans. No aerosol cans, please.

ALUMINUM CANS - require no special preparation, but should be emptied and rinsed.

PLASTIC BOTTLES - Please put only those bottles indicated above in the recycling container. Plastic bottles containing a beverage should be rinsed clean. Acceptable plastic containers are also identified by a number 1 (PETE) or a number 2 (HDPE) in a

small triangle on the bottom on the container. To save space, you are encouraged to flatten the plastic bottles if you can.

B. SOLID WASTE

1. **TRASH MUST BE HANDLED PROPERLY!** If trash is carelessly left laying around the apartment (or outside the apartment) it not only makes your apartment and the entire development look bad, it can easily attract roaches or rodents as well.
2. **INDIVIDUAL PICK-UP:** If your development has individual trash pick-up, be sure to place your trash at the pick-up point in time. Also, if you set out your trash the night before, it must be kept in a metal or plastic trash can because a plastic trash bag can be torn apart by animals and the trash scattered about. Never place loose materials out for trash pick-up.
3. **DUMPSTERS:** If your development has dumpsters, you should place your trash **IN** the dumpster several times a week and not let it accumulate in the apartment. If your children have trash duty, you should instruct them always to place the trash **IN** the dumpster not on top or around it. If it is not put **IN** the dumpster, the trash could easily be blown around and make the development look very bad.
4. **TRASH CHUTES:** A number of buildings have trash chutes on every floor which drop into a compactor which pushes trash into a dumpster. To prevent smells and bugs, and to keep these trash chutes as clean as possible, the following procedures **MUST** be followed:
 - a. Wet trash must be wrapped or put into a container before being put in the trash chute.
 - b. Loose needles or sharp objects must **NEVER BE PLACED IN THE TRASH**. This is most important for the safety of our maintenance people. These objects should be put directly into the dumpster or wrapped in such a way that they present no danger.
 - c. Never put newspapers (they are to be recycled) or cardboard boxes down the trash chute since such materials could clog the chute.
 - d. **NEVER, NEVER, NEVER** pour grease down the trash chute.
 - e. **NEVER, NEVER, NEVER** put a match or cigarette or any other burning object down the chute as this could start a fire.
 - f. Please limit use of trash chute to daytime hours.

SECTION VI

Housing Authority of the County of Dauphin

Smoke-Free Public Housing Policy

A. Resolution Number, Date of Adoption and Effective Date of Implementation

Resolution Number: 4016

Adoption Date: April 6, 2017

Effective Date of Implementation: July 1, 2017

B. Introduction

A Final Rule issued by the Department of Housing and Urban Development (HUD), 81 FR 87430, requires the Housing Authority to implement a smoke-free policy. This Final Rule improves indoor air quality in the housing; benefits the health of public housing residents, visitors, and Housing Authority staff; reduces the risk of catastrophic fires; and lowers overall maintenance costs. To comply with this Final Rule, the Housing Authority has developed and hereby implements this Smoke-Free Public Housing Policy, hereinafter referred to as “Policy”.

C. Definition of Prohibited Tobacco Products

Prohibited tobacco products are defined as:

- (1) Items that involve the ignition and burning of tobacco leaves, such as (but not limited to) cigarettes, cigars, and pipes.
- (2) To the extent not covered by Section (C)(1) above, waterpipes (hookahs), and
- (3) Other tobacco products such as Electronic Nicotine Delivery Systems (ENDS) and other lighted smoking devices used for burning tobacco or any other plant.

D. Restricted Areas

The use of prohibited tobacco products is prohibited in all public housing living units and interior areas (including but not limited to hallways, rental and administrative offices, community centers, day care centers, laundry centers, and similar structures), as well as in outdoor playgrounds and in outdoor areas within 25 feet from public housing, administrative offices, administrative office buildings, and maintenance buildings (collectively, “restricted areas”).

E. Designated Smoking Area

The Housing Authority may designate and create smoking areas outside the restricted areas as funding permits. The Housing Authority will ensure that the area is accessible for persons with disabilities in accordance with the Housing Authority’s obligations under Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and the Fair Housing Act.

F. Application of Policy

If there is any conflict between this Policy and laws or regulations, the laws and regulations will prevail.

It is the policy of the Housing Authority to fully comply with all Federal, State and local nondiscrimination laws; the Americans with Disabilities Act; and the U. S. Department of Housing and Urban Development regulations governing Fair Housing and Equal Opportunity. The Housing Authority shall affirmatively further fair housing in the administration of this Policy.

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Policy.

Upon the Effective Date of the Policy, the Housing Authority will uniformly and promptly enforce the Policy. Violations will be addressed in a timely manner. Smoking violations will be treated like any other violation. Residents shall be liable for smoking-related damages to Public Housing units and all other restricted areas. The Housing Authority may charge Residents for damages to a unit beyond normal wear and tear caused by smoking but may not impose monetary fines for violation of the Policy.

G. PHA Responsibilities

The Housing Authority is responsible for enforcing the Policy in accordance with the provisions and requirements specified in the Policy, the Lease, and the Housing Authority's Admission and Continued Occupancy Policy.

The Housing Authority is not required to take steps in response to violations of this Policy unless the Housing Authority has knowledge of the violation.

H. Resident Responsibilities

- (1) To assure that no resident, member of the resident's household, or guest engages in:
 - (a) any smoking of prohibited tobacco products in restricted areas, as described in Section (D) of this Policy, and
- (2) To assure that no other person under the resident's control engages in:
 - (a) any smoking of prohibited tobacco products in restricted areas, as described in Section (D) of this Policy.

I. Phase-in Period

Implementation of this Policy will be phased-in prior to full enforcement by the Housing Authority. The Phase-in Period will begin on **July 1, 2017** and end on **June 30, 2018**. Enforcement of the provisions and requirements of the Policy will be suspended until July 1, 2018, with the exception of Sections (A) and (I). Through the Phase-in Period, the Housing Authority will execute Lease Addendums to incorporate the Smoke-Free Public Housing Policy into existing resident Leases and/or execute new Leases which will include the Smoke-Free Public Housing Policy. Additionally, the Housing Authority will distribute cessation assistance information to residents, answer questions residents may have regarding the Policy and encourage residents to begin exercising the provisions and requirements of the Policy.

All provisions and requirements of the Policy not enforced during the Phase-in Period will be enforced on **July 1, 2018**.

J. Lease Enforcement

Enforcement of the Policy will begin on **July 1, 2018** after the end of the Phase-in Period. The Housing Authority will be responsible for enforcement of the Policy as stated in Section (G) above. Annual Inspections is a tool available to the Housing Authority as a means of monitoring resident compliance with the Policy. It is the responsibility of all residents to notify guests of this Policy. If a resident witnesses someone smoking or smells tobacco smoke that is not in accordance with this Policy, the resident should report the violation or the odor to the property manager in writing as soon as possible. Property managers receiving a report involving a violation of this Policy will take appropriate enforcement action.

(1) 1st Violation

- (a) The Housing Authority will have an informal meeting with the resident and issue a verbal warning referencing the section of the Lease that has been violated.
- (b) The Housing Authority will provide the resident a copy of the Policy and cessation materials.
- (c) The Housing Authority will require the resident to sign an Acknowledgement of Verbal Warning and an agreement not to violate the Policy again or face further action.
- (d) The Housing Authority will document the resident file.

(2) 2nd Violation

- (a) The Housing Authority will send a written warning to the resident citing the section of the Lease that has been violated.
- (b) The Housing Authority will provide the resident a copy of the Policy and cessation materials.
- (c) The Housing Authority will require the resident to sign an Acknowledgement of Written Warning and an agreement not to violate the Policy again or face further action.
- (d) The Housing Authority will document the resident file.

(3) 3rd Violation

The Housing Authority will take action to terminate the Lease.

K. Right to Request a Reasonable Accommodation

Allowing a resident to smoke in a restricted area is not an accommodation that can be granted under HUD's Final Rule.

However, requests for a reasonable accommodation will be further evaluated under section 504 of the Rehabilitation Act of 1973, Title II of the American with Disabilities Act, and the Fair Housing Act. Individualized determinations will be made on a case-by-case basis by the Housing Authority.

L. Statement that the Housing Authority is not a Guarantor of Smoke-Free Living Environment and Disclaimer

The Housing Authority's adoption of a smoke-free living environment, and the efforts to designate its properties as smoke free, do not make the Housing Authority the guarantor of Resident's health or of the smoke-free condition of the Resident's unit and the common areas nor does it in any way change the standard of care that the Housing Authority would have to a Resident household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. However, the Housing Authority shall take reasonable steps to enforce the smoke-free terms of its Leases/House Rules and this Policy in order to make its properties smoke-free.

The Housing Authority specifically disclaims any implied or express warranties that the building, common areas, or Resident's premises will have any higher or improved air quality standards than any other rental property. The Housing Authority cannot and does not warrant or promise that the rental premises or common areas will be free from secondhand smoke. The Housing Authority's ability to police, monitor or enforce the Policy is dependent in significant part on mandatory compliance by Resident and Resident's guests. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that the Housing Authority does not assume any higher duty of care to enforce the Policy than any other Housing Authority obligation under the Lease.