



LORAIN METROPOLITAN HOUSING AUTHORITY

1600 KANSAS AVE LORAIN OHIO 44052

(440) 288-1600

TTD/TTY (800) 750-0750

WWW.LMHA.ORG

EQUAL HOUSING OPPORTUNITY

To: LMHA Public Housing Residents and Tenant Council Organizations

From: Megan Newson, Public Housing Operations Manager

Date: February 22, 2018

Re: Modification to the LMHA lease

LMHA is proposing a modification to the Public Housing lease. In accordance with the Code of Federal Regulations (24 CFR 966.3), LMHA must provide at least thirty (30) days' notice to tenants and resident organizations setting forth proposed changes in the lease and provide an opportunity to present written comments. The changes have been highlighted below. Comments submitted shall be considered by LMHA before formal adoption of the change.

**Comments are due March 26, 2018, and may be sent to:**

LMHA – Attention: Megan Newson, 1600 Kansas Avenue, Lorain Ohio 44052

Or

[mnewson@lmha.org](mailto:mnewson@lmha.org)

**Proposed changes to the LMHA Public Housing Lease to be effective May 1, 2018:**

**Page 2, 3 Payments Due Under the Lease**

**Proposed addition:** All payments due under the lease are due on the first day of the month paid in accordance to the statement mailed to the resident.

**Page 3, 3Gb Payments Due Under the Lease- Utilities**

**Current:** This surcharge will be reflected on the Tenant's rent statement as an optional charge.

**Proposed:** This surcharge will be reflected on the Tenant's rent statement as an optional charge **or deducted directly from the Tenant's Utility Allowance in accordance with 24 CFR 955.06 (e).**

**Page 4, 4 – REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY**

**Current:** Tenant and Household Members shall also give the LMHA authorization to verify all sources of income. This determination will be made in accordance with the approved Admission and Continued Occupancy Policy in the LMHA's office. Tenant shall provide written notice to LMHA within ten (10) business days of any changes in household composition. This is necessary when any person, other than the Household Member(s) identified in Section 1 of this Lease, begins to reside at the Leased Unit, or any of the persons identified in Section 1 of this Lease discontinue residing at the Leased Unit. Tenant must also provide written notice to LMHA within ten (10) business days of any change in household income.

**Proposed:** Tenant and Household Members shall also give the LMHA authorization to verify all sources of income **and provide third party verifications as requested.** This determination will be made in accordance with the approved Admission and Continued Occupancy Policy in the LMHA's office. Tenant shall provide written notice **to their LMHA Management office** within ten (10) business days of any changes in household composition. This is necessary when any person, other than the Household Member(s) identified in Section 1 of this Lease, begins to reside at the Leased Unit, or any of the persons identified in Section 1 of this Lease discontinue residing at the Leased Unit. Tenant must also provide

written notice to **the LMHA Management office** within ten (10) business days of any change in household income as required by the Admissions and Continued Occupancy Policy.

**Page 5, 4C REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY**

**Current:** If the LMHA, based upon its HUD approved occupancy guidelines, determines that the size of the dwelling Unit is no longer appropriate to the Tenant's needs, and a unit of the appropriate size is available, the Tenant shall be provided said unit and shall move within thirty (30) days.

**Proposed:** If the LMHA, based upon its HUD approved occupancy guidelines, determines that the size of the dwelling Unit is no longer appropriate to the Tenant's needs, and a unit of the appropriate size is available, the Tenant shall be provided said unit and shall move **within ten (10) business days.**

**Page 7, B Obligations of the Tenant**

**Current:** Not to provide accommodations for boarders or lodgers.

**Proposed:** Not to provide accommodations for boarders, lodgers, **or to persons who have been evicted from LMHA premises within the preceding twelve month period.**

**Page 8, H Obligations of the Tenant**

**Current:** To regularly dispose of all ashes, garbage, rubbish and other waste from the Unit in a sanitary and safe manner.

**Proposed:** To regularly dispose of all ashes, garbage, rubbish and other waste from the Unit in a sanitary and safe manner **and in specified containers, as applicable.**

**Page 8, I Obligations of the Tenant**

**Current:** To use only in a reasonable manner, all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators.

**Proposed:** To use only in a reasonable manner **and refrain from tampering with,** all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators.

**Page 9, J – Obligations of the Tenant**

**Current:** To permit the installation of a satellite dish only if affixed to a pole inserted into the ground. No satellite dish may be affixed to any structural part of the unit.

**Proposed:** To permit the installation of a satellite dish only if affixed **to LMHA-provided satellite block on the roof,** or a pole inserted into the ground if a satellite block is not available. No satellite dish may be affixed to any structural part of the unit.

**Page 9, K Obligations of the Tenant**

**Current:** To conduct himself/herself and cause other persons who are in the Unit with his/her consent to conduct themselves in a manner which is legal, orderly and which will not disturb the neighbor's peaceful enjoyment of their accommodations and will be conducive to maintaining the Development in a decent, safe, and sanitary condition.

**Proposed:** To conduct himself/herself and cause other persons who are in the Unit with his/her consent to conduct themselves in a manner which is legal, orderly and which will not disturb the neighbor's peaceful enjoyment of their accommodations and will be conducive to maintaining the Development in a decent, safe, and sanitary condition. **To require guests to comply with the requirement to provide photo ID and sign in and out of high-rise buildings.**

**Page 10, N Obligations of the Tenant**

**Current:** To keep no dogs, cats, or other animals (excluding domestic birds, fish, hamsters, guinea pigs or gerbils) in or about the Unit in the Developments of Leavitt Homes, Westview Terrace, Wilkes Villa and Southside Gardens. Pets will be permitted only in the Scattered Site units and the Oberlin Homes Family Development. Pets are also permitted in buildings designated as housing for the disabled and elderly. Pets will not be permitted in the Scattered Site units or the Oberlin Homes Family Development without the Resident completing an "Application for Pet Registration" which must be obtained from the Development Manager. Pets must also meet the weight, height, and breed restrictions set forth in the LMHA Pet Policy which is available at the Development Office. Pets are not permitted to visit in any LMHA unit or on any LMHA Development. This restriction does not pertain to service animals.

**Proposed:** To keep no dogs, cats, or other animals (excluding domestic birds-up to two, fish-up to one, twenty (20) gallon tank, hamsters, guinea pigs or gerbils) in or about the Unit in the Developments of Leavitt Homes, Westview Terrace, Wilkes Villa and Southside Gardens. Pets will be permitted only in those properties not specifically excluded. Pets will not be permitted in qualifying properties without the Resident completing an "Application for Pet Registration" and obtaining approval from the Development Manager. Pets must also meet all applicable provisions set forth in the LMHA Pet Policy which is Attachment 3. Pets are not permitted to visit in any LMHA unit or on any LMHA Development. This restriction does not pertain to assistance animals.

#### **Page 11, T – Obligations of the Tenant**

**Current:** To refrain from placing fixtures, signs or fences in or about the Unit without prior written permission of the LMHA which is revocable at any time.

**Proposed:** To refrain from placing fixtures or fences in or about the Unit without prior written permission of the LMHA which is revocable at any time.

#### **Page 11, V – Obligations of the Tenant**

**Current:** To notify the LMHA of any absence from the dwelling Unit which exceeds fourteen (14) days. Absence from a unit due to medical need shall not exceed one hundred eighty (180) days. Documentation from a physician shall be provided to LMHA verifying the legitimacy of the absence.

**Proposed:** To notify the LMHA **in writing** of any absence from the dwelling Unit which exceeds fourteen (14) days. Absence from a unit due to medical need shall not exceed one hundred eighty (180) days. Documentation from a physician shall be provided to LMHA verifying the legitimacy of the absence.

#### **Page 11, Y – Obligations of the Tenant**

**Current:** To immediately notify LMHA of the presence of insects or rodents in and around the Unit and cooperate with LMHA extermination services.

**Proposed:** To immediately notify LMHA of the presence of insects or rodents in and around the Unit and cooperate with **and fully prepare for** LMHA extermination services.

#### **Page 11, AA – Obligations of the Tenant**

**Current:** To perform seasonal maintenance or other maintenance tasks as are customary for the Tenant's occupied Unit and in areas which are for the exclusive use of the Tenant as stated in the Rules and Regulations attached hereto. LMHA shall exempt from this requirement Tenants who are unable to perform such tasks because of age or disability and whose Household Members are similarly unable to perform such tasks.

**Proposed:** To perform seasonal maintenance or other maintenance tasks as are customary for the Tenant's occupied Unit and in areas which are for the exclusive use of the Tenant as stated in the Rules and Regulations attached hereto. As a reasonable accommodation, LMHA may exempt from this requirement

Tenants who are unable to perform such tasks because of disability and whose Household Members are similarly unable to perform such tasks.

**Page 11, BB – Obligations of the Tenant**

**Current:** To refrain from consuming alcohol any place other than within the confines of the Leased unit.

**Proposed:** Not to consume alcohol any place other than within the confines of a Leased unit, including common areas or outside on LMHA property.

**Page 12, 8 DEFECTS, HAZARDS TO LIFE, HEALTH OR SAFETY**

**Current:** The Tenant shall immediately report damages and needed repairs to the Development Management.

**Proposed:** The Tenant shall immediately report damages and needed repairs to the **Work Order Center**.

**Page 16, 12K TERMINATION OF LEASE**

**Current:** This Lease may be terminated by the Tenant at any time by giving thirty (30) calendar days advance written notice, to become effective at the end of a month, to the LMHA in the manner specified in paragraph 11(B). Failure to provide the LMHA with a thirty (30) day notice shall result in LMHA charging thirty (30) days rent for failure to provide the proper notice (LMHA may waive this provision in the case of severe illness or death).

**Proposed:** This Lease may be terminated by the Tenant at any time by giving thirty (30) calendar days advance written notice, to the LMHA in the manner specified in paragraph 11(B). Failure to provide the LMHA with a thirty (30) day notice shall result in LMHA charging thirty (30) days rent for failure to provide the proper notice (LMHA may waive this provision in the case of severe illness or death).

**Page 2, IB7 OCCUPANCY RULES AND REGULATIONS: Use and Care of Premises**

**Proposed addition:** The Tenant shall: Regularly retrieve U.S. Mail from their mailbox.

**Page 2, IC1 OCCUPANCY RULES AND REGULATIONS: Use and Care of Premises**

**Current:** The tenant shall not: Place or install within the leased Unit, any appliance, fixture, kerosene heater, or other material that presents a potential hazard to any occupant of the leased Unit or the structure itself

**Proposed:** The Tenant shall not: Place or install within the leased Unit or on LMHA grounds, any appliance, fixture, kerosene or electric heater, **fire pit**, or other material that presents a potential hazard to any occupant of the leased Unit or the structure itself

**Page 3, III OCCUPANCY RULES AND REGULATIONS: Garbage and Discarded Items**

**Current:**

- A. At Leavitt Homes, Westview Terrace, Wilkes Villa, Southside Gardens, Oberlin Homes Pagodas, and Scattered Sites, the Tenant shall possess a minimum of two (2) thirty (30) gallon garbage cans with tight fitting lids and the address shall be on the outside of the container.

**Proposed:**

- A. At Wilkes Villa, the Tenant shall possess a minimum of two (2) thirty (30) gallon garbage cans with tight fitting lids and the address shall be on the outside of the container.

- B. Leavitt Homes, Westview Terrace, Southside Gardens, Oberlin Homes, and Scattered Sites are required to use and maintain city issued garbage and/or recycling cans.

**Page 3, IV OCCUPANCY RULES AND REGULATIONS: Solicitations**

**Current:** Solicitation within LMHA Developments is prohibited.

**Proposed:** Solicitation within LMHA Developments **must be in accordance with LMHA's Canvassing policy available at the Management offices or [www.lmha.org](http://www.lmha.org).**

**Page 3, VI Occupancy Rules and Regulations: Smoke-Free**

**Proposed New:** Tenant and all members of Tenant's family or household are parties or subject to a written lease with The Lorain Metropolitan Housing Authority ("LMHA") (the "Lease"). This Addendum states the following additional terms, conditions and rules which are hereby incorporated into the Lease.

**1. Purpose of No-Smoking Policy.** The parties desire to mitigate (i) the irritation and known health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance and property damage for a non-smoke-free building;

**2. Definition of Smoking.** The term "smoking" means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, or similar lighted smoking devices for burning tobacco or any other plant.

**3. Smoke-Free Complex.** Tenant agrees and acknowledges that the premises to be occupied by Tenant pursuant to the Lease, ("Leased Premises") and members of Tenant's household have been designated as a smoke-free living environment. Except as is provided in Paragraph 4 below, Tenant and members of Tenant's household shall not smoke anywhere in the Leased Premises, the building, in which the Leased Premises is located or in any of the common areas or adjoining grounds of such building or other parts of adjacent property owned by or under the control of LMHA nor shall Tenant permit any guests or visitors under the control of Tenant to do so.

**4. Designated Smoking Area.** If, in LMHA's sole discretion, the property size and configuration allow, LMHA may designate and clearly identify a specific outdoor area where smoking is permitted. If designated area has not been identified at the property, then smoking shall be permitted at least 25 feet away from any window or door of the LMHA structure. If a designated smoking area is established, smoking on the premises must be confined to and occur only within that designated smoking area.

**5. Tenant to Promote No-Smoking Policy and to Alert Landlord of Violations.** Tenant shall inform Tenant's guests of the no-smoking policy. Further, Tenant shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating into the Leased Premises.

**6. Landlord to Promote No-Smoking Policy.** Landlord shall post no-smoking signs at entrances and exits, common areas, hallways, and in conspicuous places adjoining the grounds of the development.

**7. Landlord Not a Guarantor of Smoke-Free Environment.** Tenant acknowledges that LMHA's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, does not make the LMHA or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Leased Premises and the common areas. However, LMHA shall take reasonable steps to enforce the terms of this addendum and shall strive to make the complex smoke-free. LMHA is not required to take steps in response to smoking unless LMHA knows of said smoking or has been given written notice of said smoking.

**8. Other Tenants are Third-Party Beneficiaries of Tenant's Agreement.** Tenant agrees that the other Tenants at the complex are intended third-party beneficiaries of this addendum.

**9. Effect of Breach and Right to Terminate Lease.** A breach of this Addendum shall be a material breach of the lease and grounds for immediate termination of the Lease by the Landlord.

**10. Disclaimer by LMHA.** Tenant acknowledges that LMHA's adoption of a smoke-free living environment, and the efforts to designate the Leased Premises, building, common area and adjoining grounds as smoke-free, does not in any way change the standard of care that the LMHA would have 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. LMHA specifically disclaims any implied or expressed warranties that the building, common areas, or Leased Premises will have any higher or improved air quality standards than any other rental property. LMHA cannot and does not warranty or promise that the Leased Premises or common areas will be free from secondhand smoke. Tenant acknowledges that LMHA's ability to police, monitor, or enforce the terms of this Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Addendum than any other landlord obligation under the Lease.

**Page 6, 10G Grievance Procedure: Transcript of Hearing**

**Current:** The Complainant or the LMHA 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.

**Proposed:** The Complainant or the LMHA may arrange in advance, and at the expense of the party making the arrangement, for an **audio recording** of the hearing. Any interested party may purchase a copy of such **audio recording**.

**Attachment #3 Pet Policy** In a new format and added as Attachment to lease. Full Pet Policy available for review in Management offices and online at [www.lmha.org](http://www.lmha.org). Significant changes:

**Page 16:** Dog or cat pet owners are required to pay a pet deposit of \$300 in addition to any other required deposits.

**Page 17:** The PHA will refund the pet deposit to the resident, less the costs of any damages caused by the pet to the dwelling unit or any other balances owed, within 30 days of move-out or removal of the pet from the unit after an inspection is conducted to determine any damages caused by the pet.

**Page 18:** A separate pet waste removal charge of \$10.00 per occurrence will be assessed against pet owners who fail to remove pet waste in accordance with this policy.

Please contact me if you need assistance to understand this document.

Por favor, póngase en contacto conmigo si necesita ayuda para entender este documento.