

**LORAIN METROPOLITAN HOUSING AUTHORITY  
1600 KANSAS AVENUE  
LORAIN, OHIO 44052**

**PUBLIC HOUSING DWELLING LEASE**

TENANT: «First\_Name» «Last\_Name»

SOCIAL SECURITY NUMBER: XXX-XX-HOH last 4 SSN

ADDRESS: «Address» «City», «State» «Zip»

UNIT #: «Unit\_ID»

NO. OF BEDROOMS «Bedrooms»

DEVELOPMENT: Development

**WITNESSETH THAT:**

The Lorain Metropolitan Housing Authority (LMHA), a political subdivision organized and existing under the laws of the State of Ohio, relying upon the representations made to it by the Tenant as his/her household composition, employment and income of head of household and members of the household does hereby enter into the Dwelling Lease for the above referenced Unit upon the following terms and conditions:

**1. FAMILY COMPOSITION:**

Tenant agrees that the persons identified below are the only members of his/her household who will reside in the Leased Unit.

Household Members	Relationship to Tenant	Date of Birth	SSN #

2. **LEASE/TERM OF LEASE:**

- A. LMHA hereby leases unto Tenant for the term hereinafter stated (subject to earlier termination as hereinafter provided) the Unit described on Page 1. The term of this Lease shall be for twelve (12) months beginning on \_\_\_\_\_ continuing until \_\_\_\_\_. Subject to LMHA's right to terminate the Lease as provided for herein, at the expiration of that term, the Lease will be automatically renewed for a twelve (12) month term.
- B. HUD's regulations in 24 CFR part 5, subpart L, apply if a current or future tenant is or becomes a victim of domestic violence, dating violence, sexual assault, or stalking as provided in 24 CFR part 5, subpart L.

3. **PAYMENTS DUE UNDER THE LEASE:**

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.

The amount of rent is subject to change as determined by LMHA in accordance with federal regulations during the term of the Lease.

- A. Rent for the period beginning \_\_\_\_\_, and ending at midnight on \_\_\_\_\_ is \$ \_\_\_\_\_ and is due to LMHA at the signing of this Lease. Thereafter, monthly rent in the amount of \$ \_\_\_\_\_ will be due on or before the first day of each month. Payments made as rent may be applied to any outstanding balances which may include rent, utilities, and maintenance. This shall not be construed to require the acceptance by the Authority of rent payments tendered for a period subsequent to the expiration of a notice to terminate.
- B. **Security Deposit:** Tenant agrees to pay a security deposit in the amount of \$ \_\_\_\_\_ at the signing of this Lease. However, LMHA, at its discretion, may allow the Tenant to make partial payments of \$ \_\_\_\_\_ at the signing of the Lease and \$ \_\_\_\_\_ with each month's rent until the security deposit is paid in full.

Upon termination of this Lease, the security deposit shall be refunded to the Tenant or shall be applied to any outstanding damage to the leased unit, any rental arrearage, attorney's fees, court, or eviction costs, or unpaid service charges. Any deductions from the security deposit shall be identified in a written notice to be provided in accordance with Ohio law.

Interest shall accrue on the security deposit and be paid to the Tenant or applied to the account balance in accordance with Ohio law.

- C. **Maintenance Charges:** Tenant shall pay for all charges for maintenance and repair, beyond normal wear and tear. Charges for maintenance and repair will be determined according to the cost of parts and labor fees which will be referenced on the work order received by the Tenant. Charges assessed for maintenance and repair shall be due and payable two weeks (14 days) after LMHA gives written notice to Tenant of the charges. Failure to pay such charges shall constitute a material violation of the Lease and may result in termination of the Lease and eviction for nonpayment of charge(s).

- D. Late Charges:** All rent not received in full by the 8th of the month will be assessed a late charge of Twenty-five Dollars (\$25.00). This provision does not create a "grace period". Charges assessed for late payment of rent will be due and payable two weeks (14 days) after LMHA gives written notice to the Tenant of the charge. Failure to pay such charges shall constitute a material violation of the Lease and may result in termination of the Lease and eviction for nonpayment of charge(s).
- E. Attorney, Court and Eviction Cost:** Tenant will be responsible to reimburse LMHA for costs and reasonable attorney's fees incurred in connection with legal proceedings in which the Tenant does not prevail or as a condition of LMHA's dismissal of any legal proceeding.
- F. LMHA may recover from Tenant any fees assessed against LMHA by reason of the dishonor of any check tendered to LMHA by the Tenant.**
- G. Utilities:** The following charts show how the cost of utilities and services related to the Unit will be paid.

- a.** Tenant shall pay for the utilities designated in column (1). Tenant shall make payments directly to the utility company. The utilities designated in column (2) are included in the Tenant's rent.

Type of Utility	Put an "X" by any utility Tenant pays directly	Put an "X" by any utility included in Tenants rent.
Heat		
Electricity		
Cooking		
Water		
Other		

- b.** In each instance in which "x" is entered in column (2) above, LMHA has included in Tenant's rent the value of amounts consumed by a reasonably conservative household residing in a Unit of a particular bedroom size. In any given month, if Tenant consumes the utility in excess of the established value, Tenant shall pay for the excessive amount consumed.

The Department of Housing and Urban Development (HUD) has determined that PHA's must charge the Tenant the cost of the electric usage to run an air conditioner. 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). Failure to pay this surcharge shall constitute a material violation of the Lease and may result in termination of the Lease and eviction for nonpayment of charge(s).

The LMHA may charge the tenant for excessive use of water in units that have water meters that can be used as check meters. The surcharges are developed by using the national average consumption data for specific bedroom sizes in the Section 8 Handbook and applying the current water and sewer rates for the community in which the LMHA unit is located. The surcharge will be reflected on the Tenant's rent statement as excessive utility charge. Failure to pay this surcharge shall constitute a material violation of the Lease and may result in termination of the Lease and eviction for nonpayment of charge(s).

- c. Protection of property, and the health and safety of tenants and employees are of prime importance. Discontinuance of any Tenant paid utilities, due to Tenant's non-payment of utilities, shall constitute a material violation of this Lease and grounds for eviction regardless of whether utilities are subsequently restored.
- d. LMHA may discontinue at any time, any or all facilities furnished and services rendered by LMHA not expressly promised herein or required to be furnished or rendered by law, it being understood that they constitute no part of the consideration for this Lease.
- e. Charges assessed by LMHA for consumption of excess utilities shall be due and payable fourteen (14) days after LMHA gives Tenant written notice of the charges. Failure to pay such charges shall constitute a material violation of the Lease and may result in termination of the Lease and eviction for nonpayment of charge(s).
- f. If Tenant can control the heating of the Unit, Tenant shall keep the Unit warm enough to prevent the water pipes from freezing. If the heat in the Unit does not work, Tenant shall notify LMHA of the problem as soon as it is discovered. LMHA will charge Tenant for any damage to the Unit resulting from Tenant's failure to keep the Unit sufficiently warm or failing to notify LMHA of a heating problem, unless Tenant's failure to notify was beyond Tenant's reasonable control.
- g. LMHA shall not be responsible for any damages or injuries (direct, indirect or otherwise) resulting from the absence of or a failure to furnish any utilities if such failure is beyond LMHA's reasonable control, such as the result of strikes, breakdowns, or other catastrophe (fire, flood, riot, etc.)

#### **4. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY:**

Once each year when requested by LMHA for recertification, Tenant agrees to furnish accurate information to the LMHA as to identify income and employment of Tenant and all Household Members residing in the Leased Unit. This information shall be used by the LMHA whether the rental amount should be changed and whether Tenant is still eligible for low rent housing and whether the dwelling size is appropriate based upon family composition. 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.

- A. Rent stated in Section 3 of this Lease or as adjusted pursuant to the above will remain in effect for the period between rent determinations.

Where the tenant, intentionally or by mistake, misrepresents or fails to submit to the LMHA any facts required for the determination of rent, the LMHA may charge and collect as rent the difference between rent actually paid and the rent which would have been due had the proper information

been submitted by the Tenant. The LMHA shall also have available in such event, at its option, the remedy of termination as provided in Page 13, Paragraph 12, of this Lease.

- B. In the event of any rent adjustment pursuant to the above, the LMHA will mail or deliver a "Notice of Rent Adjustment" to the Tenant in accordance with Section 11 hereof. In the case of a rent decrease, the adjustment will become effective the first of the month following the change in circumstances, provided the Tenant has timely reported such change. In the instance where a Tenant's welfare assistance is reduced specifically because of fraud or failure to participate in an economic self-sufficiency program or comply with a work activities requirement, the public housing rent must not be reduced based on the benefits reduction. In the case of a rent increase, the adjustment will become effective the first day of the second month following the change. However, if the rent increase is a result of a change in household composition or income and it is not reported within ten (10) business days or results from a finding of misrepresentation as provided above, the rent adjustment will be effective the first of the month following the change in circumstances.
- C. 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. If the Tenant fails to accept the unit provided, the LMHA may terminate this Lease.
- D. When the LMHA determines a change in the amount of rent payable by the Tenant, or determines that the Tenant must transfer to another unit based on family composition, the LMHA shall notify the Tenant. The Tenant may ask for an explanation stating the specific ground of LMHA's determination, and if the Tenant does not agree with the determination, the Tenant shall have the right to request a hearing under the LMHA's grievance procedure.

## 5. OCCUPANCY

- A. In general, the Tenant shall have the right to exclusive use and occupancy of the Leased Unit by the members of the household authorized to reside in the unit in accordance with the Lease, including reasonable accommodation of their guests. Guests or visitors of the Tenant may be accommodated for no longer than a period of two (2) weeks per visitor. "Guest" means a person in the Leased Unit with the consent of a Household Member. The Tenant must notify the LMHA in writing of all overnight guests staying in the Unit for more than two (2) nights. The written notice must be given no later than twenty-four (24) hours after the guest begins staying at the Unit. The notice must indicate the period of time the guest will be staying at the Leased Unit. If any visit will extend beyond two (2) weeks, the Tenant must make written request stating the reason for the extended visit. Said extended visit requests must be submitted to and approved in writing by a member of the LMHA Executive Staff.
- B. **Live-in Aides and Foster Children.** With the prior written consent of LMHA, a foster child or live-in aide may live in the Unit. LMHA will grant or deny a written request for permission to allow a foster child or live-in aide to live in the Unit according to LMHA's policies including consideration of the following factors:
  - 1. Whether the addition of a person to the Household will require the Tenant and the Household Members to transfer (move) to another unit, and the availability of such units; and

2. LMHA's obligation to make reasonable accommodations for disabled individuals.

"Live-in Aide" as used in the Lease means a person who resides with an elderly, disabled or handicapped person and who:

1. is determined to be essential to the care and well-being of the Tenant or Household Members with documentation provided by a health care professional, and
2. is not obligated for the support of the Tenant or Household Member, and
3. would not be living in the unit except to provide the necessary supportive services.

#### **6. OBLIGATIONS OF LMHA:**

LMHA shall be obligated, other than for circumstances beyond its control, as follows:

- A. To maintain the Unit and the Development in decent, safe and sanitary condition.
- B. To comply with requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.
- C. To make necessary repairs to the Unit
- D. To keep Development buildings, facilities and common areas not otherwise assigned to the Tenant for maintenance and upkeep, in a clean and safe condition.
- E. To 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 LMHA.
- F. To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual Tenant's household) for the deposit of ashes, garbage, rubbish and other waste removed from the Unit by the Tenant in accordance with Paragraph 7 (H).
- G. To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage) except where regulations of heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct utility connection.
- H. To notify the Tenant of specific grounds for any proposed adverse action by the LMHA. (Such adverse action includes, but is not limited to, a proposed Lease termination, transfer of the Tenant to another unit, or imposition of charges for maintenance, repair, or excess consumption of utilities).

- I. When the LMHA is required to afford the Tenant the opportunity for a hearing under the LMHA's grievance procedure for a grievance concerning a proposed adverse action:
1. The notice of proposed adverse action shall inform the Tenant of the right to request such hearing. In the case of a Lease termination, a notice of Lease termination in accordance with HUD's code of federal regulations 24 CFR §996.4(1)(3) shall constitute adequate notice of proposed adverse action.
  2. In the case of a proposed adverse action other than a proposed Lease termination, the LMHA shall not take the proposed action until the time for Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.
- J. To consider lease bifurcation, as provided in 24 CFR 5.2009, in circumstances involving domestic violence, dating violence, sexual assault, or stalking addressed in 24 CFR part 5, subpart L.
- K. **VAWA Protections Against Eviction or Termination of Assistance:** Under VAWA, victims of domestic violence, dating violence, sexual assault, or stalking are protected as follows:
1. **You cannot be denied housing assistance only because you are a victim:** If you are otherwise eligible for the housing or housing assistance, the housing authority cannot deny you only because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking
  2. **You cannot be evicted for good cause or a serious or repeated lease violation if you are the victim:** You cannot be evicted based on an incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking if you are the victim of the incident. Please see “actual and imminent threat:, below, for an exception to this rule.
  3. **You cannot be evicted for criminal activity if the criminal activity was directly related to the domestic violence, dating violence, sexual assault, or stalking:** If the criminal activity was committed by a member of your household or any guest or other person under your control, and you (or an affiliated member with respect to a person (spouse, parent, brother, sister of child of that person that stands in loco parentis or any other person living in household or lawful occupant living in household) are the victim and the criminal activity was directly related to domestic violence, dating violence, sexual assault, or stalking, you cannot be evicted.
  4. **The housing authority can evict only the perpetrator(s):** This action is known as “bifurcation” and allows the victimized tenant(s) to remain in the unit while removing only the tenant who committed the act of domestic violence, dating violence, sexual assault, or stalking.
- L. **Limitations of VAWA Protections:** The protections of VAWA do not protect you from denial or termination of assistance or from being evicted in all circumstances. Under VAWA, you may be terminated for the following reasons:

1. **Good Cause Unrelated to Domestic violence, Dating violence, Sexual assault, or Stalking:** Tenants and/or applicants may be denied or evicted for other good cause unrelated to the incident or incidents of domestic violence, dating violence, sexual assault, or stalking, provided that the tenant is not subject to a more demanding standard than other tenants in making the determination whether to evict, or to terminate assistance or occupancy rights.
2. **Actual and Imminent Threat:** Your assistance may be terminated or you may be evicted if you pose an actual and imminent threat to other tenants or those employed at or providing service to the public housing if you are not evicted. An actual and imminent threat consists of a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm.

**M. Documentation of Victim Status:** If you request protection under VAWA, LMHA will require you to provide documentation that you are a victim and the incident or incidents are bona fide incidents of such actual or threatened abuse. Documentation must include the name of the perpetrator, only if the name is known to the victim and safe to provide, and may be based solely on the personal attestation of the victim.

1. Self-certification of the victim: Upon request, the housing authority will provide a form for you to use; **or**
2. Documentation from a professional: The documentation can be from an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, an administrative agency, or mental health professional you consulted about the domestic violence, dating violence, sexual assault, or stalking; **or**
3. Other records: You can submit a Federal, State, tribal, territorial or local police report or a court record.

**N. IMPORTANT:** You must provide the documentation on or before the deadline. If you fail to provide the documentation by the deadline, your request for protection may be denied or you may be evicted if there is other good cause.

1. **Confidentiality of VAWA-Related Information:** All information provided to LMHA relative to a claim for VAWA protection will be kept confidential. Information provided by the victim of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and shall not be entered into any shared database or provided to any other entity unless you give written consent to do so or the information is required for use in an eviction proceeding or otherwise required by law.
2. **For Additional Information:** Please visit the U.S. Department of Justice website, <http://www.ovw.usdoj.gov/regulations.htm>

## 7. OBLIGATIONS OF THE TENANT:

Tenant shall be obligated as follows:

- A. Not to assign the Lease or to sub-lease or transfer possession of all or any portion of the Unit.



- B.** Not to provide accommodations for boarders, lodgers, or to persons who have been evicted from LMHA premises within the preceding twelve month period.
- C.** To use the Unit solely as a private dwelling and as the principal place of residence for the Tenant and Tenant's Household Members as identified in the Lease, and not to permit its use for any other purposes. With the written consent of the LMHA, Household Members may engage in legal profit making activities in the dwelling Unit, where the LMHA determines that such activities are incidental to primary use of the leased Unit for residence by Household Members.
- D.** To abide by necessary and reasonable regulations issued by the LMHA for the benefit and wellbeing of the housing Development and the Tenants. Said regulations are posted in the LMHA office and are incorporated by reference in this Lease. Violation of such regulations constitutes a violation of this Lease and grounds for termination provided, however, that any such regulation shall be consistent with the terms of this Lease. In the event of a conflict between any such regulations and any provision of this Lease, the provision of the Lease shall govern.
- E.** To comply with all obligations imposed upon Tenants by applicable provisions of state law and building and housing codes materially affecting health and safety.
- F.** To keep the Unit, adjacent grounds and other such areas as may be assigned to Tenant's use in a clean, orderly and safe condition and to keep all walks adjacent to the Unit which are for the exclusive use of the Tenant free from ice, snow and other obstructions. If authorized in writing by the LMHA, the tenant may paint or make minor repairs to the Unit at his/her expense.
- G.** To provide reasonable care (including changing batteries) and perform interim testing of smoke detectors and carbon monoxide detectors to assure they are in working order.
- H.** 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.
- I.** 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.
- J.** 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.
- K.** 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.
- L.** To refrain from false accusations of misconduct, verbal or physical abuse of LMHA Personnel, Contractors of LMHA, or other LMHA Tenants.
- M.** To assure that no tenant, member of the tenant's household, or guests engage in:

- a. any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or that threatens the health or safety of persons residing in the immediate vicinity of the Premises or that interferes with their right to peaceful enjoyment of their residences; or
- b. any drug-related criminal activity on or off the premises. Drug-related criminal activity means the illegal manufacture, sale, distribution or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute, or use the drug *or* any other act which constitutes a violation of the Ohio Revised Code; Guest means a person temporarily staying in the unit with consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant; or
- c. illegal drug use or a pattern of illegal drug use that interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
2. To assure that no other person under the tenant's control engages in:
- a. any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or that threatens the health or safety of persons residing in the immediate vicinity of the Premises or that interferes with their right to peaceful enjoyment of their residences; or
- b. any drug-related criminal activity on the premises (Other person under the tenant's control means that the person although not staying as a guest in the unit, is, or was at the time of the activity in question, on the premises at the invitation of a tenant or other household member with express or implied authority to give consent on behalf of the tenant.
3. To assure that no member of the household engages in an abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the premises by other residents.
- N. 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.
- O. To refrain from and cause Household Members and guests to refrain from destroying, defacing, damaging or removing any part of the Unit or Development.
- P. To pay reasonable charges (other than for normal wear and tear) for the repair of damage to the Unit, Development buildings, facilities or common areas caused by the Tenant, Tenant's Household Members or guests, or by the Tenant's failure to report needed repair. Repair charges will be billed in accordance with the cost of the replacement part and labor charge and reflected on the work order received by the Tenant. Any damage to the Unit which is not described in the written report of inspection prior to the Tenant's occupancy will be presumed to have been caused by the Tenant.

- Q.** To not erect or place any type or size swimming pool; trampoline; or outdoor play set; including basketball hoops, on LMHA premises.
- R.** To permit the LMHA, pursuant to Paragraph 10, entrance into the Unit for the purpose of performing periodic inventories and inspections, reading utility meters, routine maintenance for making improvements or repairs, or to show the Unit for re-leasing.
- S.** To promptly report to LMHA any needed repairs to the leased Unit.
- T.** 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.
- U.** To comply with the provisions of any rider attached to and incorporated in this Lease.
- V.** 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.
- W.** To refrain from the illegal use or illegal possession of firearms and/or other weapons in LMHA property. The illegal use and/or illegal possession of firearms and/or other weapons shall be grounds to terminate the Lease.
- X.** To leave the dwelling unit upon vacating in a clean condition, normal wear and tear excepted, and to return the keys to LMHA. Any property left by the Tenant in or about the Unit after he/she vacates, will be considered abandoned and may be disposed of as LMHA sees fit. Tenant will be mailed or sent a vacate letter itemizing charges the tenant is responsible for within thirty (30) days of vacating.
- Y.** 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.
- Z.** To not undertake, or permit Household Members or guests to undertake ~~in~~ any hazardous acts or do anything that could increase LMHA's insurance premiums. In case of loss to LMHA from such acts, to the extent that local police and/or fire officials establish that the cause of the loss is attributable to the Tenant, Household Members, guests or visitors, the Tenant shall pay LMHA for repairs to the LMHA's property up to the amount of the deductible in effect for the insurance in place at the time of loss.
- AA.** 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.
- BB.** Not to consume alcohol any place other than within the confines of a Leased unit, including common areas or outside on LMHA property.

**8. DEFECTS, HAZARDS TO LIFE, HEALTH OR SAFETY:**

- A. The Tenant shall immediately report damages and needed repairs to the Work Order Center.
- B. The LMHA shall be responsible for repair of the Unit within a reasonable time; provided if the damage was caused by the Tenant, Tenant's Household Members or guests, the reasonable cost of the repairs will be charged to the Tenant.
- C. The LMHA shall offer standard alternate accommodations, if available, in circumstances where necessary repairs cannot be made within a reasonable time.
- D. In the event repairs are not made in accordance with subparagraph (B) of this paragraph, or alternate accommodations are not provided in accordance with subparagraph (C) of this paragraph, rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling; provided, however, that no abatement of rent shall occur if the Tenant rejects the alternate accommodation or if the damage was caused by Tenant or by Tenant's Household Members, or guest.
- E. In the event the Tenant claims a rent adjustment under the provisions of this section, he/she shall pay the entire amount of rent due for the period for which a rent adjustment is claimed to the LMHA. The rent shall be held in escrow pending a decision in accordance with the grievance procedure referred to in Paragraph 13 of this Lease.

**9. PRE-OCCUPANCY AND PRE-TERMINATION INSPECTIONS:**

- A. The LMHA and the Tenant, or the Tenant's representative, shall inspect the Unit prior to occupancy by the Tenant. The LMHA will furnish the Tenant with a written statement of the condition of the Unit, and the equipment provided with the Unit. The statement will be signed by the LMHA and the Tenant, and a copy shall be retained by LMHA in the Tenant's file.
- B. At the time the Tenant vacates the Unit the LMHA shall inspect the Unit and within thirty (30) days LMHA shall furnish the Tenant with a written statement of any charges to be made in accordance with paragraph 7(P). The Tenant may request to be present for the move-out inspection.

**10. ENTRY OF UNIT DURING TENANCY**

- A. The LMHA shall, upon reasonable advance notification to the Tenant, be permitted to enter the dwelling Unit during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the Unit for leasing. A written statement specifying the purpose of management entry delivered to the Unit at least two (2) days before such entry shall be considered reasonable advance notification. Response to requests by Tenants for repairs and services shall not require two (2) days' notice. If the Tenant is visually impaired, all notices must be in an accessible format.
- B. The LMHA may enter the Unit at any time without advance notification when there is reasonable cause to believe that an emergency exists.

- C. In the event that the Tenant and all adult Household Members are absent from the Unit at the time of entry, the LMHA shall leave at the Unit a written statement specifying the date, time and purpose of entry prior to leaving the Unit.

## 11. NOTICE

- A. Except as provided in Paragraph 10, notice to the Tenant shall be in writing and delivered to the Tenant or an adult Household Member residing in the dwelling or sent by prepaid first-class mail, properly addressed to the Tenant. If the Tenant is visually impaired, all notices must be in an accessible format.
- B. Notice to the LMHA shall be in writing, delivered to the LMHA Development Office or the LMHA Central Office, 1600 Kansas Ave., Lorain, Ohio 44052 or sent by prepaid first-class mail, properly addressed to the Tenant's LMHA Development Office or the LMHA Central Office, 1600 Kansas Ave., Lorain, Ohio 44052.
- C. Notice sent by regular first class mail shall be deemed delivered on the second business day after depositing the same for mailing with the U.S. Postal Service postage prepaid.

## 12. TERMINATION OF LEASE

- A. The LMHA shall not terminate or refuse to renew this Lease other than for serious or repeated violation(s) of material terms of the Lease, such as:
  - 1. Obligations of the Tenant identified in Paragraphs 4 and 7 of this Lease.
  - 2. Non-payment of rent or other charges due under the Lease including without limitation (utilities, maintenance, air conditioner surcharges, excessive water surcharges, late fees).
  - 3. Repeated late payment of rent.
  - 4. Serious or repeated interferences with the rights of other residents of the Development.
  - 5. Serious or repeated damage to the Unit or the Development.
  - 6. Alteration, repair, sale, destruction or other disposition of the leased unit or any part thereof.
  - 7. Failure to report a change of income, employment, identity of Household Members, or failure to provide any other information required by this Lease.
  - 8. Keeping an animal in or around the Unit in violation of Page 10; Paragraph N.
  - 9. Refusing to move to the appropriate size unit when a change in the Tenant's household composition renders the current unit over or under-occupied.

- 10. a.** Any criminal activity engaged in by the tenant, any household member, guest, or another person under the Tenant's control that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents; or
- b.** Any drug related criminal activity engaged in, on or off the premises by the tenant, any household member, or guest; or
- c.** Any drug-related criminal activity engaged in, on the premises by another person under the tenant's control; or
- d.** Any member of the household has been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing; or
- e.** Any member of the household engages in abuse or pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or who furnishes false or misleading information concerning illegal drug use, alcohol abuse or rehabilitation of illegal drug users or alcohol abusers; except that
- f.** Criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking engaged in by a member of a tenant's household or any guest or other person under the tenant's control shall not be cause for termination of tenancy of the tenant if the tenant or immediate member of the tenant's family is a victim of that domestic violence, dating violence, sexual assault, or stalking and, as a result, could not control or prevent the criminal activity relating to domestic violence, dating violence, sexual assault or stalking; and except that nothing in this clause may be construed to limit the authority of LMHA to evict individuals who engage in criminal acts of physical or sexual violence against family members or others.
- 11.** Serious or repeated violation of any of the rules or regulations applicable to the Tenant's Unit or the Development as posted and in effect.
- 12.** Failure to comply with the HUD mandated requirement for resident performance of eight (8) hours monthly of community service or participation in an economic self-sufficiency program (unless otherwise exempt as defined in the Community Service Policy available at LMHA Offices).
- 13.** A breach of any prior lease between Tenant and LMHA that would constitute grounds for termination provided that such breach was unknown to LMHA as of the effective date of this lease.

**B.** The LMHA shall give written notice of termination of this Lease of:

- 1.** Fourteen (14) calendar days in the case of failure to pay rent.
- 2.** A reasonable time considering the seriousness of the situation (a minimum three (3) days and not to exceed thirty (30) days):
  - a.** If the health or safety of other residents, PHA employees, or persons residing in the immediate vicinity of the premises is threatened; or

- b. If any member of the household has engaged in any drug-related criminal activity or violent criminal activity;
  - c. If any member of the household has been convicted of a felony.
- 3. Thirty (30) Calendar days in any other case, except if a State or local law allows a shorter notice period, such shorter period shall apply.
- C. The notice of Lease termination to the Tenant shall state specific grounds for termination, and shall inform the Tenant of the Tenant's right to make such reply as the Tenant may wish. The notice shall also inform the Tenant of the right to examine LMHA's documents directly relevant to the termination or eviction. When the LMHA is required to afford the Tenant the opportunity for a grievance hearing, the notice shall also inform the Tenant of the Tenant's right to request a hearing in accordance with the LMHA's grievance procedure.
- D. A notice to vacate, which is required by State or local law, may be combined with and given concurrently with a notice of Lease termination.
- E. When the LMHA is required to afford the Tenant the opportunity for hearing under the LMHA'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 Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.
- F. When the LMHA is not required to afford the Tenant the opportunity for a hearing under the administrative grievance procedure for a grievance concerning the Lease termination, and the LMHA has decided to exclude such grievance from the grievance procedure, the notice of Lease termination shall;
  - 1. State that the Tenant is not entitled to a grievance hearing on the termination.
  - 2. Specify that the judicial eviction procedure to be used by the LMHA provides the Tenant with an opportunity for a hearing in court and the basic elements of due process as defined in HUD regulations.
  - 3. State whether the eviction is for a criminal activity or for drug-related criminal activity as described in 24 C.F.R. §§ 966.51(a)(2)(i)(A) & (B).
- G. The LMHA may evict the Tenant from the Unit only by bringing a court action.
- H. In deciding to evict for criminal activity, the LMHA shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by Household Members, and the effects that the eviction would have on the Household Members not involved in the proscribed activity. LMHA may evict a tenant by judicial action for criminal activity if it determines that a covered person has engaged in criminal activity, regardless of whether the covered person has been convicted for such activity and without satisfying the standard of proof used for a criminal conviction. In appropriate cases, the LMHA may impose a condition that Household Members who engaged in the proscribed activity will not reside in the Unit. The LMHA may require a Household Member who has engaged in the illegal use of drugs to present evidence

of successful completion of a treatment program as a condition to being allowed to reside in the Unit.

- I.** Notice to Post Office: When the LMHA evicts an individual or family from a dwelling Unit for engaging in criminal activity, including a drug-related criminal activity, the LMHA shall notify the local Post Office serving that dwelling Unit that such individual or family is no longer residing in the dwelling Unit. (This action will be taken so that the Post Office will terminate delivery of mail for such persons at the Unit, and such persons will not return to the Development for pickup of the mail.)
- J.** The LMHA shall provide the Tenant a reasonable opportunity to examine, at the Tenant's request, before an LMHA grievance hearing or court trial concerning a termination of tenancy or eviction, any documents, records and regulations which are in the possession of LMHA, and which are directly relevant to the termination of tenancy or eviction. The Tenant shall be allowed to copy any such documents, records and regulations at the Tenant's expense. A notice of Lease termination shall inform the Tenant of the: Tenant's right to examine LMHA's documents, records and regulations concerning such termination of tenancy or eviction. If LMHA does not make documents available for examination upon request by the Tenant in accordance with this paragraph, LMHA may not proceed with the eviction.
- K.** 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).

**13. GRIEVANCE PROCEDURE:**

All disputes concerning the obligations of the Tenant or the LMHA under this Lease other than those involving the Tenant's creation or maintenance of a threat to the health, safety or right to peaceful enjoyment of other residents or the LMHA's employees or any drug-related criminal activity in or near the Unit or Development shall be processed and resolved pursuant to the Grievance Procedure of the LMHA which is in effect at the time such grievance or appeal arises, and which procedure is posted in the LMHA's office and incorporated herein by reference.

**14. WAIVER:**

The failure of the LMHA to exercise any right or remedy as provided herein shall not affect the right to do so at a later date for similar or other causes.

**15. MODIFICATIONS:**

Modifications of this Lease must be accompanied by a written rider to the Lease executed by the LMHA and the Tenant, except for rent redeterminations, eligibility for low-rent housing, appropriateness of dwelling size, schedules of special charges for services, repairs and utilities, and rules and regulations which are incorporated in this Lease by reference. Matters incorporated in this Lease by reference shall be publicly posted in a conspicuous manner in the LMHA's office and shall be furnished to Tenants on request. If such schedules, rules and regulations are modified, the LMHA shall give at least thirty (30) days written notice to Tenant setting forth the proposed modification, the reasons therefore, and provide the Tenant an opportunity to present written



comments, which shall be considered by the LMHA prior to the effective date of the proposed modification.

**16. MISCELLANEOUS:**

**A. Integration.** The provisions of this Lease, together with any future supplements or amendments, constitute the entire agreement of LMHA and Tenant with respect to the subject matter hereof, and there exists no other prior or contemporaneous oral or written agreements with respect to such subject matter. No other changes hereto shall be made except in accordance with Paragraph 15.

**B. Accommodation For Persons with Disabilities.** A person with a disability, as defined by the Fair Housing Act, Section 504, and the ADA, shall for all purposes under this Lease and Grievance Procedure be provided reasonable accommodation to the extent necessary to provide a person with a disability with an opportunity to use and occupy the Unit in a manner equal to that of a person without a disability. This paragraph shall constitute notice, as required by 24 CFR §966.7 (b) that the Tenant may at any time during the term or any renewal hereof, request reasonable accommodation of a disability of a Household Member, including reasonable accommodation so that the Tenant can meet Lease requirements or other requirements of tenancy.

**17. RECEIPT FOR ATTACHMENTS:**

By signing this Lease, Tenant hereby acknowledges receipt for all attachments hereto which are listed below.

IN WITNESS WHEREOF, the parties execute this Lease this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_, at \_\_\_\_\_, Ohio.

**LORAIN METROPOLITAN HOUSING AUTHORITY**

By: \_\_\_\_\_  
LMHA Personnel

Tenant: \_\_\_\_\_  
Tenant

Tenant: \_\_\_\_\_  
Tenant

Attachments:

- 1. Rules & Regulations
- 2. LMHA Grievance Procedure
- 3. Pet Policy

**LORAIN METROPOLITAN HOUSING AUTHORITY  
TENANTS OCCUPANCY RULES AND REGULATIONS**

As a Tenant of the **LORAIN METROPOLITAN HOUSING AUTHORITY (LMHA)**, it is very important to be familiar with the Lease, Grievance Procedure, and the Rules and Regulations set forth below. These documents govern your rights and responsibilities as a Tenant of the LMHA.

These Rules and Regulations are subject to change after thirty (30) day written notice to the Tenant and are written in furtherance of the Lease.

Violation of the Rules and Regulations is sufficient cause for eviction. By signing the Lease, the Tenant agrees to comply with each and every Rule and Regulation as follows:

**I. USE AND CARE OF PREMISES**

- A.** Tenant shall assist LMHA in the maintenance of the leased Unit by maintaining the Leased Unit, both exterior and interior. LMHA shall supply paint to the Tenants in the Family units every five (5) years for the express purpose of painting the Leased Unit. LMHA reserves the right to inspect after providing paint to assure the paint has been utilized for the purpose intended.

LMHA shall monitor the Development grounds, inclusive of yard areas of leased Units. Tenant violations of the terms of the Lease, and/or Rules and Regulations, shall be noted. LMHA shall issue work orders to correct the violation and the respective Tenant shall be charged for the correction in accordance with the current schedule of maintenance charges.

The Tenant's residing in Leavitt Homes, Westview Terrace, Wilkes Villa, John Frederick Oberlin Homes (excluding High-rise), Southside Gardens, and Scattered Site Housing are responsible for:

1. Removal of dirt, snow, and ice from exterior entrance walks, steps and entrance pads; and
2. Daily removal of debris, rubble, and/or foreign matter from the grounds

**B. The Tenant shall:**

1. Modify the Unit only with the written approval of LMHA. The Tenant may install draperies, curtains, window shades, and carpet, provided that the latter is not nailed, anchored, or fixed in placed in a fashion damaging the Leased Unit;
2. Provide and change light bulbs for the Unit;

3. Practice good housekeeping standards and avoid the storage of any flammable materials and liquids at or near the furnace, hot water heater, or elsewhere within the unit in proximity to open flame or a heating device capable of igniting such materials or liquids;
4. Be responsible for their eligible occupants, guests, or other persons and ensure their conduct does not disrupt the quiet, peaceful enjoyment of other persons at the Development; and;
5. Shall immediately report to LMHA the presence of roaches, rodents, etc on or about the leased Unit. The Tenant shall prepare the Unit for extermination as specified by LMHA, including bed bug preparation;
6. Provide a photo ID when requested by Security Personnel under contract with LMHA.
7. Regularly retrieve U.S. Mail from their mailbox.

**C. The Tenant shall not:**

1. 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; and
2. Install personal ranges, refrigerators, freezers, air conditioners, or other appliances without the prior written consent of LMHA.
3. Allow guest/visitors who have been barred from LMHA property to enter a high rise building or their leased apartment.
4. Bring items that have been placed at the curb/dumpster for disposal into the building or their apartment.

**II. PARKING**

- A. Parking is permitted in properly designated parking areas only.
- B. Vehicles must be operable, registered and legally licensed.
- C. Vehicles must be parked head in only; no back in parking.
- D. LMHA will remove any improperly parked, unlicensed, abandoned, inoperable, vehicle on LMHA property and the Owner shall pay the cost of the towing and storage. Vehicles may also be towed that do not display the LMHA permit. In areas designated "Private Tow

Away Zone", LMHA may cause the removal of any vehicle without notice and the Owner shall pay the cost of the towing and storage.

- E.** Parking is limited to one (1) space per household unless additional spaces are allocated by the Manager.
- F.** All tenants must register their car with the Development Manager and receive a parking permit.
- G.** Visitors parking for over twenty-four (24) hours must register with the Manager and receive a Visitor permit.
- H.** Parking areas shall not be used for major vehicle repair or the parking of commercial or recreational vehicles, or trailers.

### **III. GARBAGE AND DISCARDED ITEMS**

LMHA shall provide for removal of boxed or contained debris and garbage from the Development.

- 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.
- C.** Garbage and/or large items are to be placed at curbside no earlier than the night prior to scheduled pick-up. Improperly boxed or contained debris garbage set out prior to or after scheduled garbage pick-up shall be removed by LMHA and the Tenant shall be billed the garbage removal fee.

### **IV. SOLICITATIONS**

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).

### **V. COMMON AREAS**

Smoking is prohibited in all LMHA common areas which include but are not limited to lobbies, hallways, elevators, etc.

### **VI. SMOKE-FREE**

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 Smoke-Free 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. To that end, the LMHA has formulated and adopted a Smoke-Free Policy, ("Policy") the terms of which are incorporated by reference as though fully re-written herein.

**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, or the building wherein 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 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 Smoke-Free Policy and to Alert Landlord of Violations.** Tenant should inform Tenant's guests of the Smoke-Free policy. Further, Tenant is encouraged to promptly report to Landlord any incident where tobacco smoke is migrating into the Tenant's unit from sources outside of the Tenant's apartment unit or any other violation of the Policy.

**6. Landlord to Promote Smoke-Free 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 Landlord's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, does not make the Landlord or any of its managing agents the guarantor of Tenant's health or of the smoke-free condition of the Tenant's unit and the common areas. However, Landlord shall take reasonable steps to enforce the smoke-free terms of its leases and to make the complex smoke-free. Landlord is not required to take steps in response to smoking unless Landlord knows of said smoking or has been given written notice of said smoking.

**8. Effect of Breach and Right to Terminate Lease.** Subject to the provisions for enforcement contained in the Policy, a material breach of this Addendum shall be a material breach of the Lease and grounds for termination of the Lease by the Landlord in the same manner as any other material lease violation.

**9. Disclaimer by Landlord.** Tenant acknowledges that Landlord's adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, does not in any way change the standard of care that the Landlord or managing agent would have to a Tenant 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. Landlord specifically disclaims any implied or expressed warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the agreements 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.

# LORAIN METROPOLITAN HOUSING AUTHORITY

## GRIEVANCE PROCEDURE

### I. PURPOSE

This grievance procedure has been adopted to provide a forum and procedure for Tenants to seek the just, effective settlement of grievances against the Lorain Metropolitan Housing Authority (LMHA).

### II. GOVERNING LAW

The law governing this grievance procedure is section 6(k) of the U.S. Housing Act of 1937 (42 U.S.C. §1437d(k) and subpart B of 24 CFR part 966 (24 CFR secs. 966.50 - 966.57).

### III. APPLICABILITY

In accordance with applicable federal regulations, this grievance procedure shall be applicable to all grievances (as defined in Section IV below) between Tenant and LMHA with the following two exceptions:

- A. This grievance procedure is not applicable to disputes between Tenants not involving LMHA, or to class grievances involving groups of Tenants. Also, this grievance procedure is not intended as a forum for initiating or negotiating policy changes between Tenants, or groups of Tenants, and LMHA's Board of Commissioners.
- B. HUD has issued a due process determination that the law of the State of Ohio requires that Tenants be given the opportunity for a hearing in court which provides the basic elements of due process (as defined in Section IV below) before eviction from a Unit. LMHA has determined that this grievance procedure shall not be applicable to any termination of tenancy or eviction that involves:
  - (1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of LMHA, or
  - (2) Any violent or drug-related criminal activity on or off the premises; or
  - (3) Any criminal activity that results in the felony conviction of a household member.

#### IV. DEFINITIONS

The following definitions of terms shall be applicable to this grievance procedure:

- A. **Grievance:** Any dispute which a Tenant may have with respect to an action or a failure to act by LMHA in accordance with the individual Tenant's Lease or LMHA regulations, which adversely affects the individual Tenant's rights, duties, welfare or status. .
- B. **CFR:** The code of federal regulations, which contains the federal regulations governing this grievance procedure.
- C. **Complainant:** Any Tenant (as defined in this section below) whose grievance is presented to the central office of LMHA or to the Development office, in accordance with the requirements set forth in this procedure.
- D. **Drug-related criminal activity:** The illegal manufacture, sale, distribution, or use of a drug or the possession of a drug with intent to manufacture, sell, distribute, or use the drug as defined in §. 102 of the Controlled Substances Act (21 U.S.C. §802) as from time to time amended.
- E. **LMHA or Authority:** The LMHA, a political subdivision organized and existing under the laws of the State of Ohio.
- F. **Elements of due process:** The following procedural safeguards which are required to be followed in an eviction action or a termination of tenancy in a state or local court:
- (1) Adequate notice to the Tenant of the grounds for terminating the tenancy and for eviction;
  - (2) Right of the Tenant to be represented by counsel;
  - (3) Opportunity for the Tenant. to refute the evidence presented by LMHA, including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the Tenant may have; and
  - (4) A decision on the merits.
- G. **Hearing Officer:** An impartial person selected in accordance with 24 CFR ~~§-sec-~~966.55 and this grievance procedure to hear grievances and render decisions with respect thereto.
- H. **HUD:** The United States Department of Housing and Urban Development.

- I. Notice:** As used herein, the term notice shall, unless otherwise specifically provided, mean written notice.
- J. The Regulations** - The HUD regulations contained in subpart B of 24 CFR part 966.
- K. Resident organization:** An organization of residents, which includes any resident management corporation.
- L. Tenant:** The adult person (or persons) other than a live-in aide:
- (1) Who resides in the Unit and who executed the Lease with LMHA as lessee of the Unit, or, if no such persons resides in the Unit,
  - (2) The person who resides in the Unit, and who is the remaining head of the household of the Tenant family residing in the Unit.
- M. Business Days:** Monday through Friday of each week, except for legal holidays recognized by the federal government.

**V. INCORPORATION IN LEASES**

This grievance procedure shall be incorporated by reference in all Leases between Tenants and LMHA.

**VI. INFORMAL SETTLEMENT OF GRIEVANCES**

- A. Initial Presentation.** Any grievance must be personally presented, either orally or in writing, to LMHA's main office, or to the Development's management office within ten (10) business days after the occurrence of the event giving rise to the grievance.
- B. Informal Settlement Conference.** If the grievance is not determined by LMHA to fall within one of the three exclusions mentioned in section III B (1) and III B (2) above, then the LMHA Manager will, within ten (10) business days after the initial presentation of the grievance, informally discuss the grievance with the Complainant or his representatives in an attempt to settle the grievance without the necessity of a formal hearing. If the informal settlement conference cannot occur at the time the grievance is initially presented by the Complainant, then the Complainant will be notified in writing of the time and place for the informal settlement conference.



- C. **Written Summary.** Within ten (10) business days after the informal settlement conference, a summary of the informal discussion shall be prepared by LMHA and a copy thereof shall be provided to the Complainant. The summary shall be in writing and shall specify the names of the participants in the discussion, the date of the discussion, the nature of the proposed disposition of the grievance, and the specific reasons for such disposition. Written summary will also specify the procedures by which the Complainant may obtain a formal hearing if not satisfied by the proposed disposition of the grievance. A copy of the written summary shall also be placed in Complainant's Tenant file.

## VII. FORMAL GRIEVANCE HEARING

The following procedures apply to the request for a formal grievance hearing under this grievance procedure:

- A. **Request for hearing:** If the Complainant is not satisfied with the results of the informal settlement conference, the Complainant must submit a written request for a formal hearing to LMHA's main office or the Development's management office no later than ten (10) business days after the date Complainant receives the summary of discussion delivered as required under Section VI above. In order for a formal hearing to be requested under this section, the Complainant must have complied with the provisions set forth in Section VI above, unless the Complainant shows good cause why he/she failed to comply with Section VI to the hearing officer.

Complainant's written request for a formal hearing must specify:

- (1) The reasons for the grievance; and
- (2) The action or relief sought by the Complainant.

- B. **Failure to Request Hearing.** If the Complainant fails to request a hearing within ten (10) business days after receiving the written summary of the informal settlement conference, LMHA's decision rendered at the informal hearing becomes final. The Complainant's failure to request a hearing does not constitute a waiver by the Complainant to contest LMHA's action judicially.

## VIII. SELECTION OF HEARING OFFICER

All grievance hearings shall be conducted by an impartial person appointed by LMHA after consultation with resident organizations, in the manner described below:

- A. The permanent appointments of persons who shall serve as hearing officers shall be governed by the following procedure:

The LMHA shall consult the resident organizations before LMHA appointment of each hearing officer or panel member. Any comments or recommendations submitted by the tenant organizations shall be considered by the LMHA before the appointment. The tenant organization has approved the recommendation of LMHA to use the LMHA Hearing Officer as the hearing officer. (Revised 2-1-12)

## **IX. SCHEDULING OF HEARINGS**

**A. Hearing prerequisites:** A Complainant does not have a right to a grievance hearing unless the Complainant has satisfied the following prerequisites to such a hearing:

- (1) The Complainant has requested a hearing in writing.
- (2) The Complainant has completed the informal settlement conference procedure or has requested a waiver for good cause.
- (3) If the matter involves the amount of rent which LMHA claims is due under the Complainant's Lease, the Complainant shall have paid to LMHA an amount equal to the amount due and payable as of the first of the month preceding the month in which the complained of act or failure to act took place. And, in the case of situations in which hearings are, for any reason delayed, the Complainant shall thereafter, deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing officer. Unless waived by LMHA in writing, no waiver of the hearing prerequisites will be given by LMHA except in cases of extreme and undue hardship to the Complainant, determined in the sole and absolute discretion of LMHA. Failure to comply with this provision will result in the termination of the grievance procedure. Such failure does not waive the Complainant's right to contest LMHA's disposition of the grievance judicially.

**B. Time, Place, Notice.**

- (1) Upon Complainant's compliance with the prerequisites to a hearing set forth above, a hearing shall be scheduled by the hearing officer for a time and place reasonably convenient to both the Complainant and LMHA, not later than the tenth (10th) business day after Complainant has completed such compliance.
- (2) A written notification specifying the time, place, and the procedures governing the hearing shall be delivered to the Complainant and the appropriate LMHA official, who, unless otherwise designated, shall be the Executive Director.

## **X. PROCEDURES GOVERNING HEARINGS**

**A. Fair Hearings.**

The hearings shall be held before a hearing officer as described above in Section VIII. The Complainant shall be afforded a fair hearing, which shall include:

- (1) The opportunity to examine before the hearing any LMHA documents, including records and regulations that are directly relevant to the hearing.

The Complainant will be allowed to copy any such document at the Complainant's expense. If LMHA does not make the document available for examination upon request by the Complainant, LMHA may not rely on such document at the grievance hearing.

- (2) The right to be represented by counsel or other person chosen as the Complainant's representative and to have such person make statements on the Complainant's behalf.
- (3) The right to a private hearing unless the Complainant requests a public hearing. The right to present evidence and arguments in support of the Complainant's complaint, to controvert evidence relied on by LMHA and to confront and cross examine all witnesses upon whose testimony or information the LMHA or its management relies; and
- (4) A decision solely and exclusively upon the facts presented at the hearing.

**B. Prior Decision in Same Matter.**

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

**C. Failure to Appear.**

If the Complainant or LMHA fails to appear at a scheduled hearing, the hearing officer may make a determination to postpone the hearing for a period not to exceed ten (10) business days or may make a determination that the party failing to attend has waived the right to a hearing. In such event, the hearing officer shall notify the Complainant and LMHA of the determination.

**D. Required Showing of Entitlement to Relief.**

At the hearing, the Complainant must first make a showing of an entitlement to the relief sought and thereafter LMHA must sustain the burden of justifying LMHA's action or failure to act with respect to the matter against which the complaint is directed.

**E. Informality of Hearing.**

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 the admissibility under the rules of evidence applicable to judicial proceeding.

**F. Orderly Conduct Required.**

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

**G. Transcript of Hearing.**

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.

**H. Accommodation to Persons with Disabilities.**

LMHA must provide reasonable accommodation for persons with disabilities to participate in grievance hearings. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants.

**XI. DECISION OF THE HEARING OFFICER**

At or subsequent to the completion of the grievance hearing, the hearing officer shall make a determination as to the merits of the grievance and the following provisions shall govern:

**A. Written Decision.**

The hearing officer shall prepare a written decision, together with the reasons for the decision within ten (10) business days after the completion of the hearing.

- (1) A copy of the decision shall be sent to the Complainant and LMHA. LMHA shall retain a copy of the decision in the Complainant's Tenant folder.
- (2) A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by LMHA and made available for inspection by any prospective Complainant, his representative, or hearing officer.

**B. Binding Effect.**

The written decision of the hearing officer shall be binding upon LMHA, which shall take all actions, or refrain from any actions, necessary to carry out the decision unless LMHA's Board of Commissioners determines, within ten (10) business days, and properly notifies the Complainant of its determination, that:

- (1) the grievance does not concern LMHA, action or failure to act in accordance with or involving the Complainant's Lease, or LMHA's regulations, which adversely affect the Complainant's rights, rules, duties, welfare or status, or
- (2) the decision of the hearing officer is contrary to applicable Federal, State, or local law, HUD regulations or requirements of the annual contributions contract between HUD and the LMHA.

**C. Continuing Right of Complainant to Judicial Proceedings.**

A decision by the hearing officer or Board of Commissioners in favor of LMHA or which denies the relief requested by the Complainant, in whole or in part, shall not constitute a waiver of, nor effect in any way the rights of the Complainant to a trial or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

**XII. NOTICES**

All notices under this grievance procedure shall be deemed delivered: (1) upon personal service thereof upon the Complainant or an adult member of the Complainant's household, (2) upon the date received for or refused by the addressee, in the case certified or registered U.S. Mail, or (3) on the second day after the deposit thereof for mailing, postage prepaid, with the U.S. Postal Service, if mailed by first class mail other than certified or registered mail.

If a Tenant is visually impaired, any notice hereunder delivered to such Tenant shall be in an accessible format.

### **XIII. MODIFICATION**

This grievance procedure may not be amended or modified except by approval of a majority of the Board of Commissioners of LMHA present at a regular meeting or a special meeting called for such purpose. Further, in addition to the foregoing, any change proposed to be made to this grievance procedure must provide for at least thirty (30) days advance notice to Tenants and resident organizations, setting forth the proposed changes and providing an opportunity to present written comments. The comments submitted shall be considered by LMHA before final adoption of any amendments hereto.

### **XIV. MISCELLANEOUS**

- A. Captions:** Captions or paragraph headings set forth in this grievance procedure are for convenience of reference only and shall not be construed or interpreted to affect the substance of the paragraphs or sections so captioned.
- B. Concurrent Notice:** If a Tenant has filed a request for grievance hearing hereunder in a case involving LMHA's notice of termination of tenancy, the Complainant should be aware that the State law notice to vacate and the notice of termination of tenancy required under Federal law run concurrently. Therefore, if the hearing officer upholds LMHA's action to terminate the tenancy, LMHA may commence an eviction action in court upon the sooner of, the expiration of the date for termination of tenancy and the vacating of premises stated in the notice of termination delivered to Complainant, or the delivery of the report of decision of the hearing officer to Complainant, whichever is sooner.
- C.** This grievance procedure has been adopted in accordance with Section 966.52(C) of CFR part 966.
- D.** A copy of this grievance procedure has been furnished to each Tenant and to resident organizations.

## ATTACHMENT 3: PET POLICIES FOR ALL DEVELOPMENTS

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

### 10-II.A. OVERVIEW

The purpose of a pet policy is to establish clear guidelines for ownership of pets and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets. This part contains pet policies that apply to all developments.

### 10-II.B. MANAGEMENT APPROVAL OF PETS

#### Registration of Pets

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

##### PHA Policy

Dogs and cats must be registered with the PHA before they are brought onto the premises.

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

Two pet sponsors (named on the Pet Application) must be designated. These individuals agree to remove the pet from the premises should the resident become incapable of caring for the pet

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

#### Refusal to Register Pets

##### PHA Policy

The PHA will refuse to register a pet if:

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

The pet is a dog or cat at Leavitt Homes, Westview Terrace, Wilkes Villa, and Southside Gardens

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

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

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

The PHA reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament

and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

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

### **Pet Agreement**

#### PHA Policy

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

The pet agreement is the resident's certification that he or she has received a copy of the PHA's pet policy and applicable house rules, that he or she has read the policies and/or rules, understands them, and agrees to comply with them.

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

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

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

- Limitations on the number of animals in a unit, based on unit size
- Prohibitions on types of animals that the PHA classifies as dangerous, provided that such classifications are consistent with applicable state and local law
- Prohibitions on individual animals, based on certain factors, including the size and weight of the animal
- Requiring pet owners to have their pets spayed or neutered

PHAs may not require pet owners to have any pet's vocal cords removed.

#### **Definition of "Common Household Pet"**

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

#### PHA Policy

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

The following animals are not considered common household pets:

Reptiles (including iguanas, snakes, komodo dragons, and other lizards) excluding  
1 turtle

Rodents (excluding hamsters, gerbils, and guinea pigs)  
Exotic birds (other than parakeets, canaries, parrots, and cockatiels)  
Insects  
Arachnids  
Wild animals or feral animals  
Farm animals  
Pot-bellied pigs  
Animals used for commercial breeding

### **Pet Restrictions**

#### PHA Policy

The following animals are not permitted:

Any animal whose adult weight will exceed 20 pounds or adult height at the shoulder will exceed 15 inches

Any animal that has been determined to be or may be defined as a “Dangerous Animal” or “Vicious Animal” pursuant to Section 955.11 of the Ohio Revised Code or that engages in any activity described in Section 955.11 of the Ohio Revised Code

Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites or lacerations

Any animal not permitted under state or local law or code

### **Number of Pets**

#### PHA Policy

Residents may own a maximum of 1 pet, with the exception of birds, hamsters, gerbils, and guinea pigs where no more than two of the aforementioned pets are permitted

In the case of fish, residents may keep no more than can be maintained in a safe and healthy manner in a tank holding up to 20 gallons. Such a tank or aquarium will not be counted as 1 pet.

### **Other Requirements**

#### PHA Policy

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

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



All dogs must wear collars with identifying tags (license and rabies). All registered pets will be photographed with the photo being placed in the resident's folder.

Birds must be confined to a cage at all times.

## **10-II.D. PET RULES**

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

### **Pet Area Restrictions**

#### PHA Policy

Pets must be maintained within the resident's unit. When outside of the unit (within the building or on the grounds) dogs and cats must be kept on a leash or carried. In hi-rise buildings, dogs that are on a leash must be muzzled. At family units (other than scattered site units with fenced in yards) dogs must be leashed and muzzled at all times while outside the leased unit. They must be under the control of the resident or other responsible individual (not under the age of 10) at all times. Pets are not permitted to loiter in common areas. Pets other than dogs or cats must be kept in a cage or carrier when outside of the unit.

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

Pet owners are not permitted to exercise pets or permit pets to deposit waste on project premises outside of the areas designated for such purposes.

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

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

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

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

#### PHA Policy

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

## **Cleanliness**

### PHA Policy

Dogs are required to be “house-broken.” Dogs must be able to relieve themselves outside the leased unit.

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

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

Litter box requirements:

Pet owners must promptly dispose of waste from litter boxes and must maintain litter boxes in a sanitary manner. Cardboard boxes are not permitted to be used as litter boxes.

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

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

## **Alterations to Unit**

### PHA Policy

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

Installation of pet doors is prohibited.

## **Noise**

### PHA Policy

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

## **Pet Care**

### PHA Policy

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

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

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

## **Responsible Parties**

### PHA Policy

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

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

## **Pets Temporarily on the Premises**

### PHA Policy

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

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

## **Pet Rule Violations**

### PHA Policy

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

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

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

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

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

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

## **Notice for Pet Removal**

### PHA Policy

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

The notice will contain:

A brief statement of the factual basis for the PHA's determination of the pet rule that has been violated

The requirement that the resident /pet owner must remove the pet within 30 calendar days of the notice

A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures

## **Pet Removal**

### PHA Policy

If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the responsible party designated by the pet owner.

If the responsible party is unwilling or unable to care for the pet, or if the PHA after reasonable efforts cannot contact the responsible party, the PHA may contact the appropriate state or local agency and request the removal of the pet.

A pet may not be left unattended for more than twelve consecutive hours. If it is reported to PHA staff that a pet has been left unattended for more than a twelve hour period, LMHA may request the responsible party or the appropriate state or local agency to remove the pet. Any expense incurred for removal of the pet shall be the responsibility of the resident.

## **Termination of Tenancy**

### PHA Policy

The PHA may initiate procedures for termination of tenancy based on a pet rule violation if:

The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified

The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease

## **Emergencies**

### PHA Policy

The PHA will take all necessary steps to ensure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are immediately removed from the premises by referring the situation to the appropriate state or local entity authorized to remove such animals.

If it is necessary for the PHA to place the pet in a shelter facility, the cost will be the responsibility of the pet owner.

If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

In the event of the death of the pet, the resident shall properly dispose of the pet. Under no circumstances shall a pet be buried on LMHA property or disposed of on the premises or in trash containers or dumpsters.

## **Liability**

### PHA Policy

Residents owning pets shall be liable for the entire amount of all damages caused by their pet which shall include but shall not be limited to, the cost of cleaning, de-fleaing, deodorization, repair and replacements of floor coverings, doors, walls, windows, screens, appliances and any other part of the dwelling unit, landscaping, or other improvements on LMHA property. Pet owners may also be liable for injuries occurring to another individual or pet as a result of their pet's aggressive behavior.

### **Entry of Unit by LMHA Personnel**

#### PHA Policy

LMHA Personnel will not enter a unit inhabited by a pet without a member of the household being present to restrain the pet, unless LMHA determines a pet has been left unattended or neglected and must be removed immediately. If a unit is to be inspected or a repair is required and the resident is unable to be home, the pet must be restrained in a cage in order for LMHA personnel to perform the necessary work. Dogs shall not be kept in a locked room within the unit. LMHA shall not be responsible if any animal escapes from its residence due to its maintenance, inspections or other activities. Each LMHA leased unit housing a pet will be issued a sticker which must be placed on the door or window of the unit, indicating a pet is present in the unit.

## **PART III: PET DEPOSITS AND FEES IN GENERAL OCCUPANCY DEVELOPMENTS**

### **10-III.A. OVERVIEW**

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

### **10-III.B. PET DEPOSITS**

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

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

### **Payment of Deposit**

#### PHA Policy

Dog or cat pet owners are required to pay a pet deposit of \$300 in addition to any other required deposits. The deposit must be paid in full before the pet is brought on the premises. Alternately, the deposit may be paid with fifty dollars initial payment and twenty-five dollars per month thereafter until payment is made in full.

The pet deposit is not part of rent payable by the resident. However, a default on the pet deposit shall be considered a material violation of the pet policy, which is an addendum

to the lease; therefore, an eviction action could result from failure to adhere to the pet deposit payment agreement.

### **Refund of Deposit**

#### PHA Policy

The PHA will refund the pet deposit to the resident, less the costs of any damages caused by the pet to the dwelling unit 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.

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

The PHA will provide the resident with a written list of any charges against the pet deposit within 30 business days of the move-out inspection or pet removal inspection. If the resident disagrees with the amount charged to the pet deposit within 30 days, the PHA will provide a meeting to discuss the charges.

### **10-III.C. NON-REFUNDABLE NOMINAL PET FEE**

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

#### PHA Policy

The PHA requires dog owners to pay a non-refundable nominal pet fee that will not be prorated in the event the tenant vacates or removes the dog prior to the annual recertification.

This fee is intended to cover the reasonable operating costs to the project relating to the presence of pets. Reasonable operating costs to the project relating to the presence of pets include, but are not limited to:

- Landscaping costs
- Pest control costs
- Insurance costs
- Clean-up costs

The pet fee of \$50.00 will be billed on an annual basis on the resident's annual recertification month. The resident will receive notification of the charge 14 calendar days before billing.

Charges for the non-refundable pet fee are not part of rent payable by the resident.

### **10-III.D. OTHER CHARGES**

#### **Pet-Related Damages During Occupancy**

#### PHA Policy

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

The cost of repairs and replacements to the resident's dwelling unit  
Fumigation of the dwelling unit  
Repairs to common areas of the project

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

If the resident is in occupancy when such costs occur, the resident shall be billed for such costs in accordance with the policies in Section 8-I.G, Maintenance and Damage Charges. Pet deposits will not be applied to the costs of pet-related damages during occupancy.

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

### **Pet Waste Removal Charge**

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

#### PHA Policy

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.

Such charges will be due and payable 14 calendar days after billing.

Charges for pet waste removal are not part of rent payable by the resident.

SAMPLE ONLY - NOT A REAL LEASE

**EXHIBIT 10-1:**

**LMHA PET APPLICATION**

Resident Name: \_\_\_\_\_

Resident Address: \_\_\_\_\_

Resident's Phone Number: \_\_\_\_\_

Type of Pet: \_\_\_\_\_ Age of Pet: \_\_\_\_\_

Name of Pet: \_\_\_\_\_ Weight of Pet: \_\_\_\_\_

Has your pet been spayed or neutered?  Yes  No If no, please explain \_\_\_\_\_

Please list two (2) pet sponsors who will immediately take responsibility for your pet in case of emergency:

(1) Name: \_\_\_\_\_

Daytime phone: \_\_\_\_\_ Evening phone: \_\_\_\_\_

(2) Name: \_\_\_\_\_

Daytime phone: \_\_\_\_\_ Evening phone: \_\_\_\_\_

Name of your veterinarian: \_\_\_\_\_

Veterinarian telephone number: \_\_\_\_\_

**My signature below serves as certification that all information I have provided to LMHA is correct to the best of my knowledge. I have read the LMHA Pet Policy; I hereby agree to abide by the Pet Policy; and I agree to accept full responsibility for the entire amount of damage or injury to persons which may occur as a result of my pet. I further understand the LMHA Pet Policy becomes an addendum to my current lease with LMHA and any material violation of the Pet Policy can result in LMHA initiating an eviction action against my household.**

**\_\_\_ YES, I have a pet: I hereby agree to abide by the Pet Policy; and I agree to accept full responsibility for the entire amount of property damage or injury to persons which may occur as a result of my pet. I further understand the LMHA Pet Policy becomes an addendum to my current lease with LMHA and any material violation of the pet policy can result in LMHA initiating an eviction against my household.**

**\_\_\_ NO, I do not have a pet. I am aware of the Pet Policy and I understand I must obtain approval by the office prior to getting a pet if I choose to in the future.**

**Resident Signature**

**Date** \_\_\_\_\_