

## Chapter 8

### LEASING AND INSPECTIONS

[24 CFR 5, Subpart G; 24 CFR 966, Subpart A]

#### INTRODUCTION

Public housing leases are the contractual basis of the legal relationship between CKHA and the tenant. All units must be occupied pursuant to a dwelling lease agreement that complies with HUD regulations.

HUD regulations require CKHA to inspect each dwelling unit prior to move-in, at move-out, and annually during the period of occupancy. In addition, CKHA may conduct additional inspections in accordance with CKHA Policy.

This chapter is divided into two parts as follows:

Part I: Leasing. This part describes pre-leasing activities and CKHA's policies pertaining to lease execution, lease modification, and payments under the lease.

Part II: Inspections. This part describes CKHA's policies for inspecting dwelling units.

#### PART I: LEASING

##### 8-I.A. OVERVIEW

An eligible family may occupy a public housing dwelling unit under the terms of a lease. The lease must meet all regulatory requirements, and must also comply with applicable state and local laws and codes.

The term of the lease must be for a period of 12 months. The lease must be renewed automatically for another 12-month term, except that CKHA may not renew the lease if the family has violated the community service requirement [24 CFR 966.4(a) (2)].

Part I of this chapter contains regulatory information on leasing, where applicable, as well as CKHA's leasing policies.

##### 8-I.B. LEASE ORIENTATION

###### CKHA Policy

After unit acceptance site management will conduct a lease orientation with the family. The head of household or spouse is required to attend.

###### **Lease Orientation Agenda**

###### CKHA Policy

When families attend the lease orientation, they will be provided with:

- A copy of the orientation PowerPoint presentation
- A copy of the lease

- A copy of the PHA's grievance procedure
- A copy of the house rules
- A copy of the PHA's schedule of maintenance charges
- A copy of "Is Fraud Worth It?" (form HUD-1141-OIG), which explains the types of actions a family must avoid and the penalties for program abuse
- A copy of "What You Should Know about EIV," a guide to the Enterprise Income Verification (EIV) system published by HUD as an attachment to Notice PIH 2017-12
- A copy of the form HUD-5380, VAWA Notice of Occupancy Rights
- A copy of form HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking
- A copy of the PHA's smoke free policy
- A notice that includes the procedures for requesting relief and the PHA's criteria for granting requests for relief for excess utility surcharges

Topics to be discussed and explained to all families include:

- Applicable deposits and all other charges to include late fees, court costs and maintenance charges
- Payment of rent
- Review and explanation of lease provisions
- Review and explain lease responsibilities of both tenants and management
- Unit maintenance requests and work orders
- CKHA's interim reporting requirements
- Review and explanation of occupancy forms
- Tenant responsibilities and expectations of annual Recertification of Occupancy appointments
- Community service requirements
- Family choice of rent
- Pet Policy and fees
- Requirements to pay utilities
- Zero tolerance policy for drugs and Criminal activity

### **8-I.C. EXECUTION OF LEASE**

The lease must be executed by the tenant and CKHA, except for automatic renewals of a lease [24 CFR 966.4(a) (3)].

A lease is executed at the time of admission for all new residents. A new lease is also executed at the time of transfer from one PHA unit to another or a change in family composition.

The lease must state the composition of the household as approved by CKHA (family members and any PHA-approved live-in aide) [24 CFR 966.4(a) (1) (v)]. See Section 8-I.D. for policies regarding changes in family composition during the lease term.

#### CKHA Policy

The head of household, spouse or co-head, and all other adult members of the household will be required to sign the public housing lease prior to admission. An appointment will be scheduled for the parties to execute the lease. The head of household will be provided a copy of the executed lease and CKHA will retain a copy in the resident's file.

Files for households that include a live-in aide will contain file documentation signed by the live-in aide, that the live-in aide is not a party to the lease and is not entitled to PHA assistance. The live-in aide is only approved to live in the unit while serving as the care attendant for the family member who requires the care.

### **8-I.D. MODIFICATIONS TO THE LEASE**

The lease may be modified at any time by written agreement of the tenant and CKHA [24 CFR 966.4(a) (3)].

#### **Modifications to the Lease Form**

CKHA may modify its lease from time to time. However, CKHA must give residents at least thirty (30) days advance notice of the proposed changes and an opportunity to comment on the changes. CKHA must also consider any comments before formally adopting a new lease [24 CFR 966.3].

After proposed changes have been incorporated into the lease and approved by the Board, each family must be notified at least 60 days in advance of the effective date of the new lease or lease revision. A resident's refusal to accept permissible and reasonable lease modifications that are made in accordance with HUD requirements, or are required by HUD, is grounds for termination of tenancy [24 CFR 966.4(l)(2)(iii)(E)].

#### CKHA Policy

The family will have 30 days to accept the revised lease. If the family does not accept the offer of the revised lease within that 30 day timeframe, the family's tenancy will be terminated for other good cause in accordance with the policies in Chapter 13.

Schedules of special charges and rules and regulations are subject to modification or revision. Because these schedules are incorporated into the lease by reference, residents and resident organizations must be provided at least thirty days written notice of the reason(s) for any proposed modifications or revisions, and must be given an opportunity to present written comments. The notice must be delivered directly or mailed to each tenant; or posted in at least three conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a

conspicuous place at the project office, if any, or if none, a similar central business location within the project. Comments must be taken into consideration before any proposed modifications or revisions become effective [24 CFR 966.5].

After the proposed revisions become effective they must be publicly posted in a conspicuous manner in the project office and must be furnished to applicants and tenants on request [24 CFR 966.5].

#### CKHA Policy

When CKHA proposes to modify or revise schedules of special charges or rules and regulations, CKHA will post a copy of the notice in the central office, and will mail a copy of the notice to each resident family. Documentation of proper notice will be included in each resident file.

### **8-I.E. SECURITY DEPOSITS [24 CFR 966.4(b)(5)]**

At the option of CKHA, the lease may require security deposits. The amount of the security deposit cannot exceed one month's rent or a reasonable fixed amount as determined by CKHA. CKHA may allow for gradual accumulation of the security deposit by the family, or the family may be required to pay the security deposit in full prior to occupancy. Subject to applicable laws, interest earned on security deposits may be refunded to the tenant after vacating the unit, or used for tenant services or activities.

#### CKHA Policy

CKHA has designated a minimum security deposit of one hundred and fifty dollars (\$150). Residents must pay this security deposit to CKHA at the time of admission.

CKHA will hold the security deposit for the period the family occupies the unit. CKHA will not use the security deposit for rent or other charges while the resident is living in the unit.

Within 45 days of move-out, CKHA will refund to the resident the amount of the security deposit (including interest earned on the security deposit), less any amount needed to pay the cost of unpaid rent, damages listed on the move-out inspection report that exceed normal wear and tear, and other charges due under the lease.

CKHA will provide the resident with a written list of any charges against the security deposit within 45 business days of the move-out inspection. If the resident disagrees with the amount charged, CKHA will provide a meeting to discuss the charges.

If the resident transfers to another unit, CKHA will transfer the security deposit to the new unit. The tenant will be billed for any maintenance or other charges due for the "old" unit.

## **8-I.F. PAYMENTS UNDER THE LEASE**

### **Rent Payments [24 CFR 966.4(b)(1)]**

Families must pay the amount of the monthly tenant rent determined by CKHA in accordance with HUD regulations and other requirements. The amount of the tenant rent is subject to change in accordance with HUD requirements.

The lease must specify the initial amount of the tenant rent at the beginning of the initial lease term, and CKHA must give written notice stating any change in the amount of tenant rent and when the change is effective.

#### CKHA Policy

The tenant rent is due and payable at CKHA -designated location on the first of every month. If the first falls on a weekend or holiday, the rent is due and payable on the first business day thereafter.

If a family's tenant rent changes, CKHA will notify the family of the new amount and the effective date by sending a "Notice of Rent Adjustment" which will become an attachment to the lease.

### **Late Fees and Nonpayment**

At the option of CKHA, the lease may provide for payment of penalties when the family is late in paying tenant rent [24 CFR 966.4(b) (3)].

The lease must provide that late payment fees are not due and collectible until two weeks after CKHA gives written notice of the charges. The written notice is considered an adverse action, and must meet the requirements governing a notice of adverse action [24 CFR 966.4(b) (4)].

The notice of proposed adverse action must identify the specific grounds for the action and inform the family of their right for a hearing under CKHA grievance procedures. CKHA must not take the proposed action until the time for the tenant to request a grievance hearing has expired, or (if a hearing was requested within the required timeframe,) the grievance process has been completed [24 CFR 966.4(e) (8)].

#### CKHA Policy

If the family fails to pay their rent by the fifth day of the month, and CKHA has not agreed to accept payment at a later date, a 14 day Notice to Vacate will be issued to the resident for failure to pay rent, demanding payment in full or the surrender of the premises.

In addition, if the resident fails to make payment by 2:30 pm on the fifth day of the month, a late fee of \$25.00 will be charged. Notices of late fees will be in accordance with requirements regarding notices of adverse action. Charges are due and payable 14 calendar days after billing. If the family requests a grievance hearing within the required time frame, CKHA may not take action for nonpayment of the fee until the conclusion of the grievance process. If the resident can document financial hardship, the late fee may be waived on a case-by-case basis.

When a check is returned for insufficient funds or is written on a closed account, the rent will be considered unpaid and a returned check fee of \$25.00 will be charged to the family. The fee will be due and payable 14 days after billing.

### **Excess Utility Charges**

If CKHA charges the tenant for consumption of excess utilities, the lease must state the basis for the determination of such charges. The imposition of charges for consumption of excess utilities is permissible only if the charges are determined by an individual check meter servicing the leased unit or result from the use of major tenant-supplied appliances [24 CFR 966.4(b) (2)].

Schedules of special charges for utilities that are required to be incorporated in the lease by reference must be publicly posted in a conspicuous manner in the development office and must be furnished to applicants and tenants on request [24 CFR 966.5].

The lease must provide that charges for excess utility consumption are not due and collectible until two weeks after CKHA gives written notice of the charges. The written notice is considered an adverse action, and must meet the requirements governing a notice of adverse action [24 CFR 966.4(b) (4)].

The notice of proposed adverse action must identify the specific grounds for the action and inform the family of their right to a hearing under CKHA grievance procedures. CKHA must not take the proposed action until the time for the tenant to request a grievance hearing has expired, or (if a hearing was requested within the required timeframe,) the grievance process has been completed [24 CFR 966.4(e) (8)].

#### CKHA Policy

When applicable, families will be charged for excess utility usage according to CKHA's current posted schedule. Notices of excess utility charges will be mailed monthly and will be in accordance with requirements regarding notices of adverse actions. Charges are due and payable 14 calendar days after billing. If the family requests a grievance hearing within the required timeframe, CKHA may not take action for nonpayment of the charges until the conclusion of the grievance process.

Nonpayment of excess utility charges is a violation of the lease and is grounds for eviction.

### **Maintenance and Damage Charges**

If CKHA charges the tenant for maintenance and repair beyond normal wear and tear, the lease must state the basis for the determination of such charges [24 CFR 966.4(b) (2)].

Schedules of special charges for services and repairs which are required to be incorporated in the lease by reference must be publicly posted in a conspicuous manner in the development office and must be furnished to applicants and tenants on request [24 CFR 966.5].

The lease must provide that charges for maintenance and repair beyond normal wear and tear are not due and collectible until two weeks after CKHA gives written notice of the charges. The written notice is considered an adverse action, and must meet the requirements governing a notice of adverse action [24 CFR 966.4(b) (4)].

The notice of proposed adverse action must identify the specific grounds for the action and inform the family of their right for a hearing under CKHA grievance procedures. CKHA must not take the proposed action until the time for the tenant to request a grievance hearing has expired, or (if a hearing was requested within the required timeframe,) the grievance process has been completed [24 CFR 966.4(e) (8)].

#### CKHA Policy

When applicable, families will be charged for maintenance and/or damages according to CKHA's current schedule. Work that is not covered in the schedule will be charged based on the actual cost of labor and materials to make needed repairs (including overtime, if applicable).

Notices of maintenance and damage charges will be mailed monthly and will be in accordance with requirements regarding notices of adverse actions. Charges are due and payable 14 calendar days after billing. If the family requests a grievance hearing within the required timeframe, CKHA may not take action for nonpayment of the charges until the conclusion of the grievance process.

Nonpayment of maintenance and damage charges is a violation of the lease and is grounds for eviction.

## **PART II: INSPECTIONS**

### **8-II.A. OVERVIEW**

HUD regulations require CKHA to inspect each dwelling unit prior to move-in, at move-out, and annually during occupancy. In addition, CKHA may require additional inspections, in accordance with CKHA Policy. This part contains CKHA's policies governing inspections, notification of unit entry, and inspection results.

### **8-II.B. TYPES OF INSPECTIONS**

#### **Move-In Inspections [24 CFR 966.4(i)]**

The lease must require CKHA and the family to inspect the dwelling unit prior to occupancy in order to determine the condition of the unit and equipment in the unit. A copy of the initial inspection, signed by CKHA and the tenant, must be provided to the tenant and retained in the resident file.

#### CKHA Policy

Any adult family member may attend the initial inspection and sign the inspection form for the head of household.

#### **Move-Out Inspections [24 CFR 966.4(i)]**

CKHA must inspect the unit at the time the resident vacates the unit and must allow the resident to participate in the inspection if he or she wishes, unless the tenant vacates

without notice to CKHA. CKHA must provide to the tenant a statement of any charges to be made for maintenance and damage beyond normal wear and tear.

The difference between the condition of the unit at move-in and move-out establishes the basis for any charges against the security deposit so long as the work needed exceeds that for normal wear and tear.

#### CKHA Policy

When applicable, CKHA will provide the tenant with a statement of charges to be made for maintenance and damage beyond normal wear and tear, within 45 business days of conducting the move-out inspection.

### **Annual Inspections [24 CFR 5.705]**

CKHA is required to inspect all occupied units annually using HUD's Uniform Physical Condition Standards (UPCS). Under the Public Housing Assessment System (PHAS), HUD's physical condition inspections do not relieve CKHA of this responsibility to inspect its units [24 CFR 902.20(d)].

### **Quality Control Inspections**

The purpose of quality control inspections is to assure that all defects were identified in the original inspection, and that repairs were completed at an acceptable level of craftsmanship and within an acceptable time frame

#### CKHA Policy

Supervisory quality control inspections will be conducted in accordance with CKHA's maintenance plan.

### **Special Inspections**

#### CKHA Policy

PHA staff may conduct a special inspection for any of the following reasons:

- Housekeeping
- Unit condition
- Suspected lease violation
- Preventive maintenance
- Routine maintenance

There is reasonable cause to believe an emergency exists

### **Other Inspections**

#### CKHA Policy

Building exteriors, grounds, common areas and systems will be inspected according to CKHA's maintenance plan.

## **8-II.C. NOTICE AND SCHEDULING OF INSPECTIONS**

### **Notice of Entry**

#### ***Non-emergency Entries [24 CFR 966.4(j)(1)]***

CKHA may enter the unit, with reasonable advance notification to perform routine inspections and maintenance, make improvements and repairs, or to show the unit for re-leasing. A written statement specifying the purpose of CKHA entry delivered to the dwelling unit at least two days before such entry is considered reasonable advance notification.

#### CKHA Policy

CKHA will notify the resident in writing at least 48 hours prior to any non-emergency inspection or housekeeping inspection.

Entry for repairs requested by the family will not require prior notice. Resident-requested repairs presume permission for CKHA to enter the unit.

#### ***Emergency Entries [24 CFR 966.4(j)(2)]***

CKHA may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe that an emergency exists. If no adult household member is present at the time of an emergency entry, CKHA must leave a written statement showing the date, time and purpose of the entry prior to leaving the dwelling unit.

### **Scheduling of Inspections**

#### CKHA Policy

Inspections will be conducted during business hours. If a family needs to reschedule an inspection, they must notify CKHA at least 24 hours prior to the scheduled inspection. CKHA will reschedule the inspection no more than once unless the resident has a verifiable good cause to delay the inspection. CKHA may request verification of such cause.

### **Attendance at Inspections**

Residents are required to be present for move-in inspections [24 CFR 966.4(i)]. There is no such requirement for other types of inspections.

#### CKHA Policy

Except at move-in inspections, the resident is not required to be present for the inspection. The resident may attend the inspection if he or she wishes.

If no one is at home, the inspector will enter the unit, conduct the inspection and leave a copy of the inspection report in the unit.

## **8-II.D. INSPECTION RESULTS**

CKHA is obligated to maintain dwelling units and the project in decent, safe and sanitary condition and to make necessary repairs to dwelling units [24 CFR 966.4(e)].

### **Emergency Repairs [24 CFR 966.4(h)]**

If the unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants, the tenant must immediately notify CKHA of the damage, and CKHA must make repairs within a reasonable time frame.

If the damage was caused by a household member or guest, CKHA must charge the family for the reasonable cost of repairs. CKHA may also take lease enforcement action against the family.

If CKHA cannot make repairs quickly, CKHA must offer the family standard alternative accommodations. If CKHA can neither repair the defect within a reasonable time frame nor offer alternative housing, rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling. Rent shall not be abated if the damage was caused by a household member or guest, or if the resident rejects the alternative accommodations.

#### CKHA Policy

When conditions in the unit are hazardous to life, health, or safety, CKHA will make repairs or otherwise abate the situation within 24 hours.

Defects hazardous to life, health or safety include, but are not limited to, the following:

- Any condition that jeopardizes the security of the unit
- Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling
- Natural or LP gas or fuel oil leaks
- Any electrical problem or condition that could result in shock or fire
- Absence of a working heating system when outside temperature is below 60 degrees Fahrenheit
- Utilities not in service, including no running hot water
- Conditions that present the imminent possibility of injury
- Obstacles that prevent safe entrance or exit from the unit
- Absence of a functioning toilet in the unit
- Inoperable smoke detectors

## **Non-emergency Repairs**

### CKHA Policy

CKHA will correct non-life threatening health and safety defects within 7 business days of the inspection date. If CKHA is unable to make repairs within that period due to circumstances beyond CKHA's control (e.g. required parts or services are not available, weather conditions, etc.) CKHA will notify the family of an estimated date of completion.

The family must allow CKHA access to the unit to make repairs.

## **Resident-Caused Damages**

### CKHA Policy

Damages to the unit beyond wear and tear will be billed to the tenant in accordance with the policies in 8-I.G., Maintenance and Damage Charges.

Repeated or excessive damages to the unit beyond normal wear and tear will be considered a serious or repeated violation of the lease.

## ***Housekeeping***

### CKHA Policy

Residents whose housekeeping habits pose a non-emergency health or safety risk, encourage insect or rodent infestation, or cause damage to the unit are in violation of the lease. In these instances, CKHA will provide proper notice of a lease violation.

A re-inspection will be conducted within 7 days to confirm that the resident has complied with the requirement to abate the problem. Failure to abate the problem or allow for a re-inspection is considered a violation of the lease and may result in termination of tenancy in accordance with Chapter 13.

Notices of lease violation will also be issued to residents who purposely disengage the unit's smoke detector. Only one warning will be given. A second incidence will result in lease termination.

## EXHIBIT 8-1: SMOKE-FREE POLICY

In accordance with HUD regulations, Charleston-Kanawha Housing Authority has adopted these smoke-free policies. The policies are effective as of April 1, 2018.

Due to the increased risk of fire, increased maintenance costs, and the known health effects of secondhand smoke, smoking is prohibited in all living units and interior areas, including but not limited to hallways, rental and administrative offices, community centers, day care centers, laundry centers, and similar structures. Smoking is also prohibited in outdoor areas within 25 feet from public housing and administrative office buildings.

This policy applies to all employees, residents, household members, guests, and service persons. Residents are responsible for ensuring that household members and guests comply with this rule.

The term "smoking" means any inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, or other prohibited tobacco product in any manner or any form. Prohibited tobacco products include water pipes or hookahs.

Violation of the smoke-free policy constitutes a violation of the terms of the public housing lease. Consequences of lease violations include termination of tenancy.

### CKHA Policy

CKHA has not designated any smoking areas on CKHA's property. Residents may not discard smoking products on the property.

### **Electronic Nicotine Delivery Systems (ENDS)**

Electronic nicotine delivery systems (ENDS) include e-cigarettes, nicotine inhalers, and vaping devices.

### CKHA Policy

Use of ENDS is not permitted in public housing units, common areas, or in outdoor areas within 25 feet from housing and administrative buildings.

### **Effective Date**

CKHA's effective date(s) of this smoke-free policy is/are as follows:

### CKHA Policy

The smoke-free policy will be effective for all residents, household members, employees, guests, and service persons on April 1, 2018

## **Enforcement**

CKHA must enforce smoke-free policies when a resident violates this policy. When enforcing the lease, CKHA will provide due process and allow residents to exercise their right to an informal settlement and formal hearing. CKHA will not evict a resident for a single incident of smoking in violation of this policy. As such, CKHA will implement a graduated enforcement framework that includes escalating warnings. Prior to pursuing eviction for violation of smoke-free policies, CKHA will take specific, progressive monitoring and enforcement actions, while at the same time educating tenants and providing smoking cessation information. The lease will identify the actions that constitute a policy violation, quantify the number of documented, verified violations that warrant enforcement action; state any disciplinary actions that will be taken for persistent non-responsiveness or repeated noncompliance, and state how many instances of noncompliance will constitute a violation. Tenancy termination and eviction will be pursued only as a last resort. CKHA may terminate tenancy at any time for violations of the lease and failure to otherwise fulfill household obligations if resident behavior disturbs other residents' peaceful enjoyment and is not conducive to maintaining the property in a decent, safe, and sanitary condition.

## CKHA Policy

Repeated violation of the smoke-free policy may rise to the level of other good cause for termination of tenancy. At the first violation of the Smoke Free Policy tenants will receive a written warning and offered information on local smoking cessation programs. The second and third violations will receive lease violations accompanied with Smoking cessation materials listing programs assisting smokers to stop smoking. The 4<sup>th</sup> violation of the policy will result in tenants receiving a termination notice to vacate the premises within thirty (30) days.