SOMERSWORTH HOUSING AUTHORITY



Tenant Handbook House Rules

Somersworth Housing Authority

Central Office: 25A Bartlett Ave, Somersworth, N.H. 03878 Phone (603) 692-2864 Fax (603) 692-2877 TDD (800) 545-1833 Ext 113 Web Site: www.somersworthhousing.org

Dear Tenant,

Welcome to the Somersworth Housing Authority. We are glad to be able to serve you. Because we want to make our relationship a pleasant and productive one, we are providing you with this Tenant's Handbook. We hope it will clarify any questions you may have relative your residency with the Somersworth Housing Authority. If there are questions that you have beyond the scope of this handbook, please feel free to call the office at (603) 692-2864 between the hours of 8:00am and 4:00pm (closed Noon-1pm) Monday through Friday and we will be glad to assist you.

We sincerely hope that your residency with us is a pleasant and growing experience and that it fulfills your needs. We encourage all our tenants to become involved with our tenant organizations, social services, and educational opportunities. If there are specific needs that are not being fulfilled, please call the office and allow us to refer you to other agencies that may be able to help.

We ask that you read your Tenant's Handbook as soon as you can and that you read your lease completely and abide by these documents which have been written to guide you during your tenancy with us. We all look forward to a pleasant association with you.

Sincerely yours,
Deborah Evans
Executive Director

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I. Somersworth Housing Authority's Mission

The Somersworth Housing Authority's (SHA) mission is to provide safe, clean, independent, and affordable housing to eligible families, elderly, and disabled persons without discrimination and to facilitate resident connections to our community resource network.

This handbook provides a way for us to welcome you to the SHA family. It is intended to primarily serve as a reference and a guide to SHA policies and procedures. In addition, it contains general information designed to enhance your personal safety and well-being. This handbook is an attachment to your lease referred to in the lease as the 'house rules'.

The Housing Authority Staff welcomes opportunities to talk with the tenants when questions or problems arise which are not covered in the handbook or in the lease and occupancy rules.

II. Fair Housing

The SHA does not discriminate against households on the basis of race, color, religion, natural origin, sex, disability, familial status, age, marital status, sexual orientation, actual or perceived sexual orientation, or gender identity.

SHA does not discriminate against individuals who have mental or physical handicaps and will make reasonable accommodations for those handicaps in accordance with Federal Law.

III. Policies

Much of the way local housing authorities' function is governed by federally established regulations. However, the SHA's own Board of Commissioners from time to time also authorizes significant additional policies which reflect local philosophy and standards. Together these regulations and policies guide our operation.

Here are summaries of policies which are most relevant to housing authority tenants. Copies of complete policy statements are available upon request.

Policies this handbook will cover are:

- A. Cable Policy
- B. Conflict Resolution Policy

- C. Drug Free Housing Policy
- D. Guest Policy
- E. Heating/Open Window Policy
- F. Informal Hearing Policy
- G. Pest Control Policy
- H. Reasonable Accommodation Policy
- I. Rent Collection Policy
- J. Smoke Free Housing Policy
- K. Tenant Responsibilities-Care of Interior of Unit Policy
- L. Tenant Responsibilities-Care of Exterior of Unit Policy
- M. Transfer Policy
- N. Trash Removal Policy
- O. Vehicle & Parking Policy
- P. Violence Against Women Act (VAWA) Policy

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A. Cable Policy

SHA offers a discounted rate for cable through Comcast (extended basic package) at the following properties: Maple St, Queensbury Mill, Preservation Park, Charpentier and Filion Terrace. This would be paid to SHA with your rental payment and then any additional costs for extra channels, the cable box, etc gets paid to Comcast directly.

It is an option a tenant can chose to opt of out should they not want to receive this package.

Should a tenant wish to stop receiving the package at any point they will be required to submit a copy of the Comcast Receipt indicating they have returned their cable box then charges will stop the 1st of the following month.

You will be notified by way of 30-day notice of any increase in monthly charge.

B. Conflict Resolution Policy

When problems arise with any aspect of your residency, please do not hesitate to call the office for assistance. You may be asked the nature of the difficulty so that the receptionist can refer you to that appropriate staff person. We would like to be as helpful as possible whether the problem is related to our procedures or to interpersonal or neighborhood situations.

You may request an informal hearing should you not agree with any decision the SHA has made, please refer to the Informal Hearing Policy for more information.

We cannot provide legal advice but would refer you to various legal agencies.

c. Drug Free Housing Policy

Tenants of our apartments may not be involved in illegal drug related activities on or off housing premises. Any tenant who is reported to be involved in the abuse of alcohol or controlled substance is subject to eviction.

Tenants will be held responsible for the behavior of their guests to whom the same policy applies.

Please note that medical marijuana is not permitted in subsidized housing. Use of marijuana can lead to eviction over illegal drug use.

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

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D. Guest Policy

Tenants are limited to visitors (guests) for 14 calendar days per year. Anything above that time frame will be considered a lease violation.

Tenants will be required to provide two (2) third party verifications of proof of person(s) address if they are believed to be living unauthorized with a tenant.

In order to add a person to your household, that person must complete an application with the Central Office prior to moving into the unit.

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

E. Heating/Open Window Policy

Heating pipes can freeze and burst, causing water damage to your unit and adjacent units; resulting in costly repairs and heat loss as well as possible temporary displacement of you and other tenants.

Due to these concerns SHA has implemented a policy regarding open windows:

Windows may not be opened at all from December 1st- March 31st.

A fine will be applied to your tenant account for each noted and documented (photographed) incident per window. (see Tenant Charges Sheet for fine amount)

Call our office for any heat issues- whether it be too hot or too cold.

F. Informal Hearing Policy

1. Applicability of Informal Hearing:

- A. SHA will offer an informal hearing for Applicants denied admission for the following:
 - 1. If the SHA makes a decision that has a negative impact on an applicant family:
 - i. Denying listing on the waiting listing/being determined ineligible to be placed on the waiting list based on criminal background, sex offender registration, landlord/rental history, inaccurate/incomplete information submitted, household composition ineligibility for unit/voucher size selected and over income determination.
 - 2. Immigration status- after notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS.
- B. SHA will offer an informal hearing for Housing Choice Voucher (Section 8) and Project-Based Voucher participants for the following:

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- 1. Refusing to enter into a HAP contract or approve a lease
- 2. Terminating housing assistance payment under an outstanding HAP contract
- 3. Refusing to process or provide assistance under portability procedures
- 4. One of the following decisions are made:
 - A determination of the family's annual or adjusted income, and the use of such income to compute the housing assistance payment
 - A determination of the appropriate utility allowance (if any) for tenant-paid utilities from the SHA utility allowance schedule
 - A determination of the family unit size under the SHA's subsidy standards
 - A determination to terminate assistance for a participant family because of the family's actions or failure to act
 - A determination to terminate assistance because the participant has been absent from the assisted unit for longer than the maximum period permitted under SHA policy and HUD rules

2. Notice to the Family:

In cases where the SHA makes a decision for which an informal hearing must be offered, the notice to the family will include all of the following:

- The proposed action or decision of the SHA.
- A brief statement of the reasons for the decision, including the regulatory reference.
- The date the proposed action will take place.
- A statement that if the family does not agree with the decision the family may request an informal hearing of the decision.
- A deadline for the family to request the informal hearing.
- To whom the hearing request should be addressed.

3. Scheduling an Informal Hearing:

A request for an informal hearing must be personally presented, either orally, in writing or by email, to the SHA's central office within 14 calendar days from the date of the SHA's decision or notice to terminate assistance.

The SHA must schedule and send written notice of the informal hearing to the family within 14 calendar days of the family's request.

There is no requirement that informal hearings to be conducted in-person and as such, HUD allows SHA to conduct all or a portion of the informal hearing remotely either over the phone or via video conferencing. It is at SHA's sole discretion to require that informal hearing be conducted remotely in case of local, state, or national physical distancing orders, and in case of inclement weather or natural disaster. In addition, SHA will contact the hearing remotely upon request of applicant as a reasonable accommodation for a person with a disability, if an applicant does not have childcare or

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transportation that would enable them to attend the informal hearing, or if the applicant believe an in-person hearing would create an undue health rick. SHA will consider other reasonable request for a remote informal hearing on a case-by-case basis.

The tenant may request to reschedule a hearing on a one-time basis. Should the complainant need to reschedule a second time, he or she may do so for good cause, or if needed as a reasonable accommodation for a person with disabilities.

 Good cause is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the family. Request to reschedule a hearing must be made orally or in writing prior to the hearing date.

If the family does not appear within 30 minutes of the scheduled time, and was unable to reschedule the hearing in advance due to the nature of the conflict, the family must contact SHA within 24 hours of the scheduled hearing date, excluding weekends and holidays. SHA will reschedule the hearing only if the family can show good cause for the failure to appear, or if it is needed as a reasonable accommodation for a person with disabilities.

4. **Pre-Hearing Right to Discovery:**

Participants and the SHA are permitted pre-hearing discovery rights. The family must be given the opportunity to examine before the hearing any SHA documents that are directly relevant to the hearing. The family must be allowed to copy any such documents free of charge. If the SHA does not make the document available for examination on request of the family, the SHA may not rely on the document at the hearing.

The SHA hearing procedures may provide that the SHA must be given the opportunity to examine at the SHA offices before the hearing, any family documents that are directly relevant to the hearing. The SHA must be allowed to copy any such document at the SHA's expense. If the family does not make the document available for examination on request of the SHA, the family may not rely on the document at the hearing.

The family must request discovery of SHA documents <u>no later than 12:00 p.m. on the business day</u> prior to the scheduled hearing date.

5. Participants Rights to Bring Counsel:

At their own expense, the family may be represented by a lawyer or other representative at the informal hearing.

6. <u>Informal Hearing Officer:</u>

The SHA has designated the following to serve as hearing officers:

Deborah Evans, Executive Director (or another person(s) designated by the Executive Director).

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7. Attendance at the Informal Hearing:

Hearings may be attended by a hearing officer and the following applicable persons:

- A SHA representative(s) and any witnesses for the SHA
- The participant and any witnesses for the participant
- The participant's counsel or other representative
- Any other person approved by the SHA as a reasonable accommodation for a person with a
 disability

8. Conduct at Hearings:

The hearing officer is responsible to manage the order of business and to ensure that hearings are conducted in a professional and businesslike manner. Attendees are expected to comply with all hearing procedures established by the hearing officer and guidelines for conduct. Any person demonstrating disruptive, abusive or otherwise inappropriate behavior will be excused from the hearing at the discretion of the hearing officer.

9. Evidence at Hearings:

Any evidence to be considered by the hearing officer must be presented at the time of the hearing. There are four categories of evidence.

- **Oral evidence**: the testimony of witnesses
- Documentary evidence: a writing which is relevant to the case, for example, a letter written
 to SHA. Writings include all forms of recorded communication or representation, including
 letters, words, pictures, sounds, videotapes or symbols or combinations thereof.
- **Demonstrative evidence**: Evidence created specifically for the hearing and presented as an illustrative aid to assist the hearing officer, such as a model, a chart or other diagram.
- Real evidence: A tangible item relating directly to the case.

Hearsay Evidence is evidence of a statement that was made other than by a witness while testifying at the hearing and that is offered to prove the truth of the matter. Even though evidence, including hearsay, is generally admissible, hearsay evidence alone cannot be used as the sole basis for the hearing officer's decision.

If either the SHA or the family fail to comply with the discovery requirements described above, the hearing officer will refuse to admit such evidence.

Other than the failure of a party to comply with discovery, the hearing officer has the authority to overrule any objections to evidence.

10. Procedures for Rehearing or Further Hearing:

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The hearing officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision.

If the family misses an appointment or deadline ordered by the hearing officer, the hearing officer will make a decision based on the evidence presented and another hearing will not be granted.

11. Hearing Officer's Decision:

In rendering a decision, the hearing officer will consider the following matters:

- **SHA Notice to the Family**: The hearing officer will determine if the reasons for the SHA's decision are factually stated in the Notice.
- **Discovery:** The hearing officer will determine if the SHA and the family were given the opportunity to examine any relevant documents in accordance with SHA policy.
- SHA Evidence to Support the SHA Decision: The evidence consists of the facts presented. Evidence is not conclusion and it is not argument. The hearing officer will evaluate the facts to determine if they support the SHA's conclusion.
- Validity of Grounds for Termination/Denial of Assistance (when applicable): The hearing
 officer will determine if the termination of assistance/denial of admission is for one of the
 grounds specified in the HUD regulations and SHA policies. If the grounds for termination
 are not specified in the regulations or in compliance with SHA policies, then the decision of
 the SHA will be overturned.

The hearing officer will issue a written decision to the family and the SHA no later than 14 calendar days after the hearing. The report will contain the following information:

Hearing information:

Name of the participant/applicant; Date, time and place of the hearing; Name of the hearing officer; Name of the SHA representative; and Name of family representative (if any).

- **Background**: A brief, impartial statement of the reason for the hearing.
- **Summary of the Evidence**: The hearing officer will summarize the testimony of each witness and identify any documents that a witness produced in support of their testimony and that are admitted into evidence.
- **Findings of Fact:** The hearing officer will include all findings of fact, based on a preponderance of the evidence. *Preponderance of the evidence* is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

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- **Conclusions:** The hearing officer will render a conclusion derived from the facts that were found to be true by a preponderance of the evidence. The conclusion will result in a determination of whether these facts uphold the SHA's decision.
- Order: The hearing report will include a statement of whether the SHA's decision is upheld or overturned. If it is overturned, the hearing officer will instruct the SHA to change the decision in accordance with the hearing officer's determination. In the case of termination of assistance, the hearing officer will instruct SHA to restore the participant's program status.

12. <u>Issuance of Decision:</u>

The hearing officer will mail a "Notice of Hearing Decision" to the participant. This notice will be sent by first-class mail. A copy of the "Notice of Hearing Decision" will be maintained in the SHA's file.

G. Pest Control Policy

It is our goal to maintain the highest quality living environment for our tenants. We have inspected the unit prior to move-in and we have found there to be no rodents or pest infestations, and it is our hope that it remains that way. Tenants have an important role in preventing and controlling pests. While the presence of pests is not always related to personal cleanliness or housekeeping, good housekeeping will help control the problem by facilitating the identification of pests, minimizing an infestation, and limiting the spread.

Tenants agree to uphold their responsibility in part by complying with the following list of responsibilities:

- 1. Tenants shall practice good housekeeping, including the following:
 - a. Tenants shall remove clutter. Reducing clutter makes it easier to carry out housekeeping and reduces places where pests, particularly bed bugs and roaches, can nest and hide.
 - b. Tenants shall keep their apartment clean, vacuuming, mopping, and dusting regularly, particularly in the bedroom, being especially thorough around and under the bed, drapes and furniture. While cleaning, tenants should look signs of pests, and report these immediately to your Property Manager.
 - c. Tenants will inspect any secondhand furniture and ensure that it is free of pests before bringing it into the premises.
 - d. Tenants shall not bring discarded items into their apartment.
- 2. Tenants shall report any problem immediately; specifically, tenant shall:
 - a. Report any signs of pests, especially bed bugs, immediately. Do not delay in reporting since bed bugs can multiply rapidly and create a significant infestation.
- 3. Tenants shall cooperate with pest control measures, including:
 - a. Pest Management Professionals must be given access to a rental apartment upon reasonable (24 hour) notice to perform inspections. Inspections are necessary for

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- everyone's health and safety, and it is a critical first step in our Pest Management Protocol and Treatment Plan.
- b. Tenants shall prepare for a pest control treatment by completing all of the items on the Treatment Preparation Sheet prior to the date and time specified on the 24 hour notice to enter. If your failure to cooperate with the bedbug treatment requires the SHA to exterminate at a different time than the regularly scheduled time, I agree to pay for any fees associated with the rescheduling. We recommend that you communicate in advance with your building's Property Manager for recommendations or assistance.
- c. Tenants shall comply Bed Bug Defensive treatment and Canine Inspections, including preparing the unit as required, vacating the unit when technician arrives and removal of animals for the time of treatment.

This is a chemical treatment, chemical breakdown available per request at the Central Office, only apartments with a Reasonable Accommodation will be visually inspected instead of chemically treated.

- 4. Tenant shall not sell, give away or leave infested furniture or other items in any common area of the property, in any other apartment in the building, or set them next to a dumpster. If you need to throw infested items away, place them in a large plastic bag, seal the bag, and check with your SHA's office staff for the appropriate way to dispose.
- 5. Tenant shall notify management of the need to throw away any infested items and will work with management to ensure that the items are disposed of properly. Tenant will be charged the appropriate fee for item disposal.
- 6. Tenant understands and agrees that failure to comply with any of the terms of this Addendum shall constitute a material violation of the rental agreement and could result in termination of tenancy.

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

H. Reasonable Accommodation Policy

If you need:

- A change in our policies or procedures
- An alteration to or change in your apartment
- An alteration or change to some other part of the property
- A change in the way we communicate with you

Due to a disability, you can ask for this change, which is called a "reasonable accommodation".

We may request additional documentation to help clarify the nexus between your disability and the request you have made. Documentation may be a doctor's note.

When we receive your request; it will be analyzed on a case-by-case basis to determine if:

- 1. The requester is a qualified person with disability?
- 2. The requested accommodation is related to the disability and there is a nexus

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- 3. If the request is considered reasonable:
 - a. Will it cause undue financial burden?
 - b. Will it cause undue administrative burden?
 - c. Will it cause a fundamental alteration to the program?

We will make a decision as soon as possible, at least within thirty (30) days, unless you agree to an extension of time. We will let you know if we need more information or verification from you or if we would like to discuss other ways of meeting your needs.

If your request is denied you have the right to an informal hearing to discuss the denial and you may give us additional information.

If you need help in using the form, or if you want to give us your request in another way, we will help you.

You can get a Reasonable Accommodation Form:

- 1. **Calling** (603) 692-2864.
- 2. **Stopping** in at our Central Office at 25A Bartlett Ave Somersworth, NH 03878.
- 3. **Writing** to us at SHA. We will mail you a form.
- 4. **Emailing** SHA staff who can email you the form.

NOTE: All information you provide will be kept confidential and be used only to help you have an equal opportunity to enjoy your housing opportunities.

I. Rent Collection Policy

It is the adopted policy of the SHA that all **tenant rents are due and payable on the first (1**st) **of each month**, payable in advance for the month.

All payment of rents, whether mailed or paid in person, must be received or postmarked by the fifth (5^{th}) day of the month. If the fifth should fall on a weekend or a holiday, it is due the next business day. Example: the fifth (5^{th}) is a Sunday so rents would be due by the following Monday \sim the sixth (6^{th}) , in this example. Form of payment accepted shall be personal check, bank check, money order \sim no cash is accepted.

Rents may be mailed to 25A Bartlett Avenue, Somersworth, NH 03878. They can be placed in Drop Box which is available 24/7 in front of the Office.

If the rent has not been received by the fifth (5th) day of the month, the tenant will be served a combined Demand for Rent and Eviction Notice (Notice of Lease Termination Non-Payment of Rent) at the sole discretion of the SHA. Such eviction notice will be in keeping with the State and Federal laws and is consistent with the provision of the tenant's lease and the Grievance Procedure of SHA.

Any payments received from any tenant shall first be applied to any outstanding amounts owed by the tenant for prior rent due, late fees or charges for NSF bank fees and/or penalties for returned checks for insufficient funds, A/C/freezer fees, cable TV fees, work order charges, attorney and court

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costs, past due pet or security deposits or other prearranged payment agreement amounts. The remainder of such payment, if any, shall be applied to the current rent due. Even if the payment made by the tenant is for the full amount of the agreed upon monthly rent, if any portion of it is applied to the charges specified above, the rent for the current month shall be considered *not paid in full* and the eviction process shall go forward at the discretion of the SHA unless the tenant pays all of the outstanding sums due prior to the fifth day of the month.

If full payment, including a \$15.00 liquidated damage in accordance with RSA 540.9, <u>is not received</u> by the SHA by the end of the period covered by the combined Demand for Rent and Eviction Notice (Notice of Lease Termination Non-Payment of Rent) or if tenant is not successful through the Informal Hearing process, then eviction proceedings will be undertaken in accordance with applicable State/Federal laws and the SHA's Informal Hearing Policy.

LATE PAYMENTS

No tenancy shall be terminated for non-payment of rent if the tenant pays ALL charges plus a Liquidated Damage Fee of \$15 before the end of the period, covered by the combined Demand for Rent and Eviction Notice (Notice of Lease Termination Non-Payment of Rent).

Provided, however, a tenant may not defeat an eviction for non-payment by use of this provision more than three (3) times in one calendar year. Thus, chronically late payments can be cause for eviction of the tenant. Failure to pay late charges will, as above, be grounds for eviction.

RETURNED/INSUFFICIENT PERSONAL CHECKS

The SHA will allow two (2) returned checks within a one (1) year time period. If two (2) such rent payment checks are received, from that date forward, no further personal checks will be accepted.

J. Smoke Free Policy

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

Definition of Smoking. The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product/device; also including battery operated e-cigarette, and any other similar lighted/battery operated electronic smoking device or product in any manner or in any form.

Smoke-Free Complex. Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's household have been designated as a smoke-free living environment. Tenant and members of Tenant's household shall not smoke anywhere in the unit rented by Tenant, or the building where the Tenant's dwelling is located or in any of the common areas or adjoining

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ground of such within 25 feet of any building, nor shall Tenant permit any guests or visitors under the control of Tenant to do so.

Tenant to Promote No-Smoking Policy and to Alert Landlord of Violations. Tenant shall inform Tenant's guest of the no-smoking policy. Further, Tenant shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating into the Tenant's unit form sources outside of the Tenant's apartment unit.

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

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

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

Disclaimed by SHA. Tenant acknowledges that SHA'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 SHA 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 that any other rental premises. SHA specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have higher or improved air quality standards than any other rental property. SHA cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that SHA's ability to police, monitor, or enforce the agreements of this policy is dependent in significant part on voluntary compliance by Tenant and Tenant's guests. Tenant 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.

Please note that medical marijuana is not permitted in subsidized housing. Use of marijuana can lead to eviction over illegal drug use.

K. Tenant Responsibilities-Care of Unit Interior Policy

This policy outlines the SHA's expectations of interior care of the unit. Tenants are expected to keep their apartment in clean, safe and sanitary condition.

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Prohibited Activities/Items:

- Security Systems will be prohibited as they affix to the property.
- For reasons of fire safety, flammable liquids may not be stored in your apartment or immediately outside your apartment.
- Special care must be taken not to allow personal belongings to accumulate, especially near
 exits, to the extent that it might be difficult to get out in case of fire emergency.
- Apartments are always freshly painted before a new tenant moves in and tenants are not allowed to paint their own apartments. It is also prohibited to put up any type of wall covering, wall boarder, or stencil.

Hoarding is collecting and keeping an excess of possessions (including animals) until they interfere with day-to-day functions, including home life, health, family, work and social life; and so that functional parts of the home cannot be used for their intended purpose. Severe hoarding causes safety and health hazards.

 The SHA has a_"Protocol for Dealing with the Problem of Hoarding" please ask for it at the Central Office for more information on how your responsibilities and the steps we will take in these matters.

General:

- 1. Walls: should be undamaged, clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- 2. Floors: should be undamaged, clean, clear, dry and free of hazards.
- 3. Ceilings: should be undamaged, clean and free of cobwebs.
- 4. Windows: should be undamaged, clean and not nailed shut. Shades or blinds should be intact.
- 5. Woodwork: should be undamaged, clean, free of dust, gouges, or scratches.
- 6. Doors: should be undamaged, clean, free of grease and fingerprints. Doorstops should be present. Locks should work and should be such that the lock on only on the inside of the door.
- 7. Heating units: should be dusted and access uncluttered.
- 8. Trash: shall be disposed of properly and not left in the unit.

<u>Kitchen:</u>

- 1. Stove: should be undamaged, clean and free of food and grease.
- 2. Refrigerator: should be undamaged and clean. Fridge & freezer door should close properly, and freezer have no more than one inch of ice.
- 3. Cabinets: should be undamaged, clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
- 4. Exhaust Fan: should be free of grease and dust.

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- 5. Sink: should be undamaged, clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
- 6. Food storage areas: should be neat and clean without spilled food.
- 7. Trash: should be stored in a covered container until removed in a timely manner.

Bathroom:

- 1. Toilet and Tank: should be undamaged, clean and odor free.
- 2. Tub and shower: should be undamaged, clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place and of adequate length.
- Exhaust fans: should be free of dust.
- 4. Floor: should be undamaged, clean and dry.
- 5. Trash: should be stored in a covered container until removed in a timely manner.

Bedrooms:

- 1. Walls: should be undamaged, clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- 2. Floors: should be undamaged, clean, clear, dry and free of hazards.
- 3. Ceilings: should be undamaged, clean and free of cobwebs.
- 4. Windows: should be undamaged, clean and not nailed shut. Shades or blinds should be intact.
- 5. Woodwork: should be undamaged, clean, free of dust, gouges, or scratches.
- 6. Doors: should be undamaged, clean, free of grease and fingerprints. Doorstops should be present. Locks should work and should be such that the lock on only on the inside of the door.
- 7. Trash: should be stored in a covered container until removed in a timely manner.

Storage areas:

- 1. Linen closet: should be neat and clean.
- 2. Other closets/storage areas: should be neat and clean.
- 3. NO highly flammable materials should be stored in the unit..

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

L. Tenant Responsibilities-Care of Unit Exterior Policy

This policy outlines the SHA's expectations of exterior areas any tenant has access to:

- 1. **Yards:** should be free of debris, trash, and unused/non-working items such as vehicles/boats Exterior walls should be free of graffiti.
- 2. **Porches:** should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit.
- 3. **Steps (front and rear):** should be clean, and free of hazards.

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- 4. **Sidewalks:** should be clean and free of hazards.
- 5. **Storm doors:** should be clean and free of hazards.
- 6. Hallways: should be clean and free of hazards.
- 7. **Stairwells:** should be clean and uncluttered.
- 8. Laundry areas: should be clean and neat. Remove lint from dryers after use.
- 9. **Utility room:** should be free of debris, motor vehicle parts, and flammable materials.

It is prohibited to affix any article to the exterior structure and/or surroundings of your unit. It is prohibited to display items with profanities or discriminating in common areas/outside your unit.

Other Outdoor Items:

- <u>Fences:</u> No fences or walls around yards can be allowed. We have found that there are too many variables as to kinds of fencing and that they restrict access for mowing equipment.
- **Fires & Fireworks:** No open fires of any kind are permitted. This includes fire pits, chimneys, campfires, charcoal grills, etc. Use of fireworks is not permitted on any SHA property.
- <u>Grills:</u> 1 outdoor grill and 1 propane tank will be allowed, but it must be propane gas only and must be placed no less than (15) fifteen feet from the building when in use. Do not store fuel for your grill inside your apartment or place the grill close to the building when in use so that the building's siding is damaged by the heat. Your grill must be stored where it does not restrict lawn mowing.
- Apartments with balconies: Tenants are **NOT** allowed to have any type of grill.
- Hot Stubs/Whirlpool Spas: Are prohibited on the SHA property
- Outdoor Lawn Furniture: Interior furniture does not constitute lawn furniture. Couches, chairs, dining room sets, etc. are not allowed on the exterior of the property. After use of furniture it should be stored in a way that will not be in the way of lawn maintenance.
- <u>Planter boxes/trellis:</u> Are prohibited on the SHA property
- <u>Play Equipment:</u> Individual play equipment, climbing structures, swing sets, trampolines or slides are not allowed. However, 1 ground structure (i.e. pool, sandbox, play house) not larger than 48" x 48" x 48" is allowed.
- <u>Pools:</u> Small pools for tenants (not to exceed 4 feet round by 1 inch deep) will be allowed
 during the day, however, they must be emptied and removed by the end of the day. You
 may need to fill pools with a pail since outside faucets are not always available. Please do
 not hitch a hose to your kitchen faucet.
- **<u>Projectiles:</u>** Such as lawn darts, archery sets, etc. are prohibited.
- <u>Ramps:</u> No recreational ramps will be allowed.
- Tents, Pergolas & Screen Houses: Are prohibited on the SHA property.
- <u>Trash Cans:</u> One trash can is allowed per household.

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

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M. Transfer Policy

The SHA shall make every effort to minimize the number of transfers, which are both expensive and time-consuming. When families move into the Authority's Housing, they will be offered apartments, which are likely to suit their needs for several years.

To the extent possible, the Authority will attempt to be sensitive to the needs of tenants. Tenants have an obligation to notify the Authority of any needs or preferences and/or disagree with the Authority's findings at the time that they receive a Preliminary Notification that their name has been place on the Transfer List. All notifications will clearly state that the tenant must make their preferences known at this time rather than waiting until they have been notified that an apartment is available. If the tenant wishes to use the Informal Hearing Policy, they should do so at this time. Of course, the tenant can request to use the Informal Hearing Policy when they refuse an apartment, but their failure to make their objections known or to use the Informal Hearing Policy at the time of their notification will be considered by the Hearing Officer.

The purpose of this procedure is to minimize the time that the unit remains vacant. The Authority does not wish to hold a unit while going through the entire Informal Hearing Policy.

The needs of applicants will be considered on an equal basis with the needs of tenants. To the extent possible, the Authority will make an effort to treat applicants of different family sizes equally. Any situation will fluctuate with the supply of housing and the needs of applicants.

Transfer Policy - Procedures

The procedures for transfer of tenants shall be divided into the following two categories: transfers initiated by the tenant and transfers initiated by the Housing Authority.

1. Transfer Requests Initiate by the Tenant:

Transfer requests initiated by the tenant shall be filed by the order of date received. However, need will supersede the order of filing. Tenants may request transfers for any of the following reasons:

- A. Health reasons: Per a Reasonable Accommodation the tenant may request a unit transferbased a on medically necessary reason. The Reasonable Accommodation must include a doctor's note.
- B. Tenants who are under-housed may request a larger apartment, based on the SHA's Occupancy Standards.
- C. Determination by the Hearing Officer.
- D. Unusual circumstances of a grave or justifiable nature as determined by the Executive Director or by the Board of Commissioners if the issue involves a decision of the Hearing Officer which requires their resolution.

The SHA reserves the right to refuse the transfer of tenants whom are not in good standing.

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The tenant shall be informed in writing by the Authority of approval or disapproval of the transfer request. In cases of approval, the tenant shall be offered an apartment of the appropriate size. In case of disapproval, the reasons for the disapproval will be stated in the notification to the tenant. The tenant shall be advised of their right under the Informal Hearing Policy.

When the Property Manager has reason to believe that an apartment will become available for the tenant, they will notify the tenant of this fact. This will be an informal notification, which may be made either orally or in writing. After the unit has been vacated and been made ready for occupancy, the tenant will be notified orally or in writing that they have three days to transfer.

Vacating Tenant's Responsibilities:

- A. <u>Cleaning of vacated unit.</u> It is the tenant's responsibility to clean their previous unit to a habitable condition. Cleaning is to include, but not limited to:
 - Stoves/Refrigerator
 - Bathroom (tub, sink, toilet)
 - Trash removal
 - Floors and Counters
 - Clear of all personal belongings both inside and outside of the unit and includes storages where applicable.
- B. <u>Unit turnaround overruns:</u> As stated previously, the tenant requesting a transfer will have 3 days to transition into their new unit. This includes not only moving into the new unit but cleaning the vacated unit as well.

If a vacating tenant overruns the allotted time for transition, the tenant will be charged a per day cost for every day the previous unit is uninhabitable. Uninhabitable shall be deemed that the unit is not free and clear of trash and belongings and has not been satisfactorily cleaned as stated above.

C. <u>Per-Day Charge:</u> The per day charge will be the tenant's current monthly rent pro-rated daily.

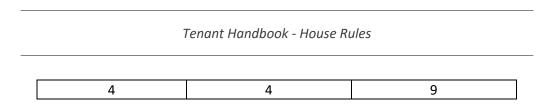
2. Transfer Requests Initiated by the Housing Authority:

The Housing Authority may require a tenant to transfer for the following reason:

<u>Over or under-housing.</u> It is the Authority's policy to house tenants in units of the most appropriate size. The following table shows the recommended minimum or recommended maximum number of persons who may occupy an apartment of a particular size.

Number of	Recommended	Recommended
Bedrooms	Minimum Persons	Maximum Person
0	1	2
1	1	3
2	2	5
3	3	7

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Determination of over or under-housing is usually made at the time of Rent Determination as set forth in the tenant's lease. If such a determination has been made, the Authority shall advise the tenant through a written Preliminary Notification outlining the reasons for over or under-housing. This notification shall further inform the tenant that when a unit of proper size becomes available; the tenant will have to transfer.

If the tenant disagrees with the Authority's findings, they may request a hearing to discuss any factors, which have not been considered. Whether or not they disagree with the finding, they should make any preferences (time, locations, etc.) known at this time.

When the Property Manager has reason to believe that an apartment will become available for the tenant, they will notify the tenant of this fact. This will be an informal notification, which may be made either orally or in writing. After the unit has been vacated and been made ready for occupancy, the tenant will be notified in writing that they have 3 days to transfer. If the tenant refuses the apartment, their lease may be terminated. During this entire procedure, the tenant will be advised of their right under the Grievance Procedure of the Authority.

All transfers shall be at the expense of the tenant.

N. Trash Removal Policy

SHA trash policy consists of where and how to dispose of your disposal needs. Please note that there is no recycling at any SHA property.

SHA also requires:

- That trash is sealed in a way to prevent leakage on the way to disposal areas.
- That boxes and carboard is broken down prior to disposal.
- No dangerous materials are disposed of.
- Any large items such as mattresses/box springs/couches/chairs are subject to a disposal fee.

Albert J. Nadeau Homes/Smokey Hollow Common/Charpentier/Maple Street:

These properties have onsite dumpsters, all trash needs to be placed inside the dumpsters.

Filion Terrace:

• This property has trash totes behind each fourplex.

Preservation Park:

• There is a trash shed which requires a key given from SHA, please place all trash inside the tote inside the shed.

Queensbury Mill:

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• There is a trash room with totes inside on the first floor of the building. Place all trash inside the totes.

Please note that there is a charge per item if your trash is not removed from your unit/exterior of the unit as required. Should SHA remove any item there will be a charge per item removed. (see Tenant Charges Sheet for pricing)

O. Vehicle & Parking Policy

Tenants who own a vehicle or motorcycle need to present the registration and fill out a vehicle registration form at the central office.

After receipt of both items, you will be given a free parking sticker. Please place this sticker on lower right-hand corner of the front windshield. There is only 1 vehicle per parking space.

All vehicles must be in working order with current NH inspection and registration. Any vehicle which is not in working order, without a valid inspection or registration, will be towed at owner expense.

Do not transfer parking stickers from 1 vehicle to a new vehicle; obtain a new parking sticker.

If there is no parking sticker on your vehicle you risk being towed at your expense.

Parking lot restrictions:

- Parking lots are only for tenants with parking stickers. Any visitors are required to either parking on the street or in designated parking spots depending on the property.
- Motorcycles & Scooters may be parked in property parking lots from April 1st through November 30th. A kickstand plate must be used.
 - From December 1st through March 31st motorcycles & scooters must be stored off SHA premises.
- There is to be no vehicle maintenance performed in property parking lots.
- RV/Campers/boats/four-wheelers/dirt bikes/etc. are prohibited from parking in SHA parking lots.

P. Violence Against Women Act (VAWA) Policy

(See full policy in HUD 5380 & HUD 5382)

VAWA Protections apply to households applying for or receiving rental assistance payments under the Project-based Section 8 Substantial Rehabilitation Program and Housing Choice Voucher Program.

Violence Against Woman Act Protections are not limited to women and covers victims of domestic violence, dating violence, sexual assault and stalking regardless of sex, gender identity or sexual orientation.

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SHA will not consider incidents of domestic violence, dating violence, sexual assault and stalking as serious or repeated violations of the lease or "other good cause" for termination of assistance, tenancy or occupancy rights of the victim of abuse.

If an applicant or tenant or an affiliated individual of yours (your spouse, parent, brother, sister, child or a person for whom you stand in the place of parent or guardian. For example, the affiliated individual is in your care, custody or control) or any individual, tenant or lawful occupant living in your household is or has been the victim of domestic violence, dating violence, sexual assault or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault or stalking.

SHA may request in writing that the victim, or a family member on the victim's behalf, certify or provide documentation that the individual is a victim of domestic violence, dating violence, sexual assault or stalking. VAWA Protections do not have to be provided for failure or refusal to provide the certification or other documentation within 14 business days, or an agreed upon extension date.

Criminal activity directly related 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 assistance, tenancy, or occupancy rights of the victim of the criminal acts.

Assistance may be terminated or a lease "bifurcated" in order to remove an offending household member from the home. Whether or not the individual is a signatory to the lease and lawful tenant, if he/she engages in a criminal act of physical violence against family members or others, they stands to be evicted, removed, or have their occupancy rights terminated. This action is taken while allowing the victim, who is a tenant or a lawful occupant, to remain.

Additional Lease Addendum will be signed in the form of HUD 91067 by all adult household members.

IV. Procedures

The operating procedures listed in this section may result from Federal, State or City requirements or from our own experience as managers.

In the event that we change a procedure as a result of a change in circumstances, we will notify all tenants involved by special notice, in advance, whenever possible.

- A. Accident/Incident Reporting Procedure
- B. Inspections Procedure
- C. Key/Lock Replacement Procedure
- D. Lock Out Procedure
- E. Moving-In Procedure

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- F. Moving-Out Procedure
- G. Re-examinations/Changes in Household Procedure
- H. Snow Removal Procedure
- I. Welfare Check Procedure

A. Accident/Incident Reporting Procedure

An accident is defined by SHA as an unfortunate event that happens unexpectedly and unintentionally, typically resulting in property damage or injury.

- Any tenant or guest who has had an accident on SHA premises should report the accident to their property manager as soon as possible.
- The property manager will take an initial report of the accident but will request that the person complete an accident form which can be picked up at the Central Office or can be mailed/emailed/faxed to you.

An incident is defined by SHA as an event or occurrence that a tenant wishes to report that did not involve property damage or injury. Examples of these reports would be: 1) reports of fraud of another party 2) disturbances or arguments by or with other tenants 3) complaints regarding SHA staff or subcontractors 4) concerns about other tenants.

- Any tenant or guest or wishes to submit a report of an incident must do so in writing. The
 writing submission can be dropped off at the Central Office or sent by mail/email/fax.
- Please be sure to contact the police if an incident is/has occurred and it involved criminal activity. SHA can request policy reports for further documentation.

B. Inspection Procedure

All apartments under SHA management are inspected at least once a year. This is required under the regulations of the U.S. Department of Housing and Urban Development (HUD).

You will be given written notice of any upcoming inspections. SHA may also do a reminder call prior to the inspection.

Below is a list of the types of inspections SHA can and may conduct:

- Move in/Move out
- Housekeeping
- HUD REAC
- Investors
- NHHFA
- Canine/Pest Control
- Annual

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Systems maintenance (alarms/sprinklers/etc)

C. Keys/Locks Replacement Procedure:

In general, households are issued two apartment keys and one mailbox key.

Duplicate apartment and mailbox keys may be reproduced at your own expense at a local hardware store. However, if requested, SHA will duplicate them at a charge.

At the time of move-out, **ALL** keys must be returned.

If you wish to have your locks changed you must request this, in writing, at the central office. You are not permitted to change them yourself.

A work order will be generated and maintenance or a locksmith will change them. This change of locks is at your own expense.

D. Lock-Out Procedure:

You can call the office if you lock yourself out of your unit during our regular office hours and will either loan you a key temporarily so that you can let yourself in or contact maintenance to have them let you in.

If you are lent a key you must return it, if you do not it will be subject to key replacement charges.

If you are you locked out of your unit after normal business hour, you can contact the on call maintenance person by following the prompts when you call our office. Should an after-hours lock out occur you will be charged a fee. (see Tenant Charges Sheet for pricing)

E. Moving-In Procedure:

DO NOT PARK ON LAWNS AND SIDEWALKS WHILE MOVING IN.

New tenants should read the **lease**, the **rules and regulations** and other information again at their earliest convenience after moving.

You are encouraged to call the SHA office to clarify any uncertainties about what you can expect of management and what management expects of you.

F. Moving-Out Procedure:

DO NOT PARK ON LAWNS AND SIDEWALKS WHILE MOVING OUT.

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When you move from SHA assisted housing, you are required to give the SHA written (30) thirty-day advance notice, provide a forwarding address, clean the apartment, sign a move-out inspection form and return the keys.

It is <u>very</u> important that your apartment be cleaned thoroughly upon move out and rent is paid up to date to ensure the return of your security deposit.

G. Re-examinations/Changes in Household Procedure:

In subsidize properties such as all properties managed by SHA, your rent amount and therefore the subsidy billed on your behalf, is based on your household's reported composition, income, assets and expenses.

Should any member of the household's composition, income, assets, or expenses change you are required to report the change to the office within 14 calendar days of that change.

You will be required to report it in writing which can be done by submitting it the central office, mailing a statement to the office, emailing, or faxing your property manager or through Assistance Connect.

SHA requests that you submit any documentation that supports your reported change. If further information is required, your property manager will contact you.

Committing fraud is a criminal offense under Federal and State Law. Any willful misrepresentation of facts pertaining to household members, household income/assets and household allowance will be prosecuted. It also applies to failure to report a change in circumstances, i.e. change in household composition etc.

Tenants are notified of rent changes by mail. In order to implement a rent reduction, all third-party verifications must be received in the office by the 25th of the month.

Annual examinations of household status and income are required by Federal regulations.

When a member of the household turns 18 years old, SHA will not require a new lease to be signed by the household. However that member will need to sign a consent form and report if they are working/student status.

H. Snow Removal Procedure:

Maintenance personnel will plow common sidewalks and parking areas as soon after a snowstorm as possible.

In designated family developments, tenants are responsible to clear snow and ice from their front and back walkways. If emergency or maintenance personnel cannot gain access to an emergency due to this not being done, you will be charged a fee. (see Tenant Charges Sheet for pricing)

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In designated housing for the elderly, disabled buildings, Maintenance will shovel those walkways and steps.

You MUST move your car from the parking lot by 9:00AM the day after the storm. If you are unable to move your vehicle yourself, please make arrangements for a neighbor to move it.

Failure to move your vehicle will ensure that your vehicle will be towed (at owner's expense).

Also, please be sure that all tenants are completely out of the way of plows for the driver's visibility is sometimes reduced. Also make sure that all tenants are not tunneling in snow piles near areas being plowed.

I. Welfare Check Procedure:

Should any tenant or party have concerns about another tenant we urge you to contact the Police Department who will send an officer to the property to conduct a Welfare Check.

SHA staff, if needed, by Emergency Personnel will be contacted to meet them at the property to gain access to the building or unit.

SHA staff is not able to conduct their own Welfare Checks, all requests must go through the police department.

J. Work Orders

The Maintenance Supervisor and the crew of workers maintain SHA property and equipment in good, safe condition. This includes preparing apartments for new tenants and responding to tenants' requests for apartment repairs known as work order, as well as snow removal, grounds keeping, and some property improvement projects.

Due to the demands of this work on the department's time, maintenance personnel cannot respond to requests from individual tenants to assist with odd jobs such as trash removal, window washing, picture hanging, shelf hanging, etc.

Reporting a Maintenance Issue (AKA Work Order):

Tenants need to promptly report any equipment which does not work or damage to SHA. We also appreciate hearing about SHA property related problems outdoors especially if you think we may not know about it. Reports are made by telephoning or visiting the office to describe the problem. A work order will then be initiated.

Maintenance personnel will not be able to respond to your on-site request for assistance unless a work order has first been submitted.

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Reporting of the problem is in itself considered your authorization to enter your apartment in case you are not at home when a maintenance worker arrives. Maintenance workers leave a card telling you of their visit on those occasions when no one is at home. We will try to respond to a request as quickly as possible, but the Maintenance Supervisor will need to prioritize each work order as needed.

There is no charge for work order repairs which result from normal wear and tear.

When you call:

The office staff person who takes your work order call (at 692-2864) will need to know your name, address, and the nature of the problem about which you are calling. Be as detailed as possible in your explanation, this will ensure maintenance staff will receive information they will need to attend to the issue.

What types of calls are prioritized:

Calls for such events as no heat, no hot water, smoke detector going off, refrigerator not working, and toilet not working properly are categorized as: emergency work orders and will be attended to within 24 hours. Here are some examples of calls that are appropriate and inappropriate:

Calls for light bulbs out, leaky faucets, clogged drains, outlets not working, etc. are routine items. HUD's housing authority standard for routine work orders is completion is within (26) twenty-six business days.

If you have called and requested a work order, please do not make a second call for the same request whereas this will duplicated record keeping and slow down the action process. Please allow maintenance staff to prioritize and complete in the manner allowed them per SHA's standards.

NOTE: Please ensure your front and back walkways are cleared of snow and ice for maintenance to respond.

Maintenance Emergencies:

A maintenance worker is on call to handle any safety or property related problems which occur after 3:30 pm or on holidays and weekends. Loss of heat and uncontrolled water flow, such as from broken pipes or leaky hot water tanks are always considered to be emergency situations and no charge is made for calls related to these problems during off duty hours.

The Maintenance Supervisor will evaluate other requests for off-hour calls to determine if any emergency existed. Tenants will be charged a fee for repairs not considered to be emergencies and for response to lock-out during off duty hours.

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After 4:00pm and on weekends/holidays for maintenance emergencies call the SHA main office at (603) 692-2864, follow the prompts, and leave your name and return phone number. The on-call maintenance staff person will return your call to gain more information of your emergency.

V. Miscellaneous

Items covered in this section deserve some attention but they do not fit easily into other sections. They include:

- A. Air Conditioners
- B. Charges
- C. Fire Safety
- D. Health Alarms
- E. Opportunities for Seniors
- F. Tenant Groups

A. Air Conditioners

Use of approved air conditioners is permitted in SHA properties from May through September. Air conditioners must be 8000 BTU or less and in good condition.

There will be a charge per month for one air conditioner for the summer months of May - September. Each additional air conditioner installed is an extra charge per month. (see Tenant Charges Sheet for pricing)

There will be a notice delivered before May that you are required to fill out and return to the office stating how many air conditioners you will have for the season, if any.

- Smokey Hollow Common is not subject to air conditioner fees.
- Queensbury Mill Apartments have a wall mounted air conditioner permanently installed in the
 unit, you will not be charged for this air conditioner, but any additional air conditioners installed
 will be subject to the fees.
- A penalty fee will be charged to your account for unreported air conditioners. (see Tenant Charges Sheet for pricing)
- You may have your air conditioner in prior to and beyond June September if you provide a
 letter from your health care provider which states you need to do so for health reasons and for
 the length of your tenancy with SHA.

Maintenance schedules to assist all elderly tenants install their air conditioners (usually the last week in May). There will be an assembly fee charged if the air conditioner is not ready to be installed. (see Tenant Charges Sheet for pricing)

All tenants are responsible for any and all damages caused by their air conditioners.

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B. Charges

In most cases, any fee charged to tenants will appear on an invoice generated and sent to the tenant. Listed here are a number of the most common causes for which tenants can incur a charge:

- Air Condition Fees
- Liquidated Damages Fees
- Excessive utility charge (i.e. freezers, terrarium, aquarium, replica electric fireplace/fire stove, portable dishwasher, etc.)
- Parking Violations, including Towing
- Insufficient Check Return
- Pet Deposit
- Lock Out
- Repairs and/or Supplies caused by tenants and/or guests
- Open window fees (during November 1st through April 30th)

A schedule of charges (*Tenant Charges Sheet*) which is adjusted from time to time is available upon request. It is always appropriate to ask clarification of any charge which you do not understand.

C. Fire Safety

At Albert J. Nadeau Homes, Filion Terrace, Smokey Hollow Common, Charpentier, Preservation Park and Maple Street, smoke detectors <u>do not sound</u> directly through to the fire department.

However, at Queensbury Mill Apartments the smoke detectors <u>do</u> connect through to the fire department.

All smoke detectors are hard wired and CANNOT be unplugged at any time. If you have a problem regarding your smoke detector, please contact the office immediately.

If it occurs after the office is closed this IS CONSIDERED A MAINTENANCE EMERGENCY, call the main office at 692-2864, follow the prompts, and leave your name, location and phone number.

If a smoke detector is removed or damaged, its replacement will be charged to the tenant. (see Tenant Charges Sheet for pricing)

Disabled or removing a smoke detector can be cause for lease termination.

D. Health Alarms

Please make sure cord pull cords are fully extended, knot free and accessible to grab at all times!

At Queensbury Mill and Maple Street Apartments the health alarm systems consist of two pull cords located beside the bed and in the bathroom.

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The sound alarms and the light by or over the apartment door alerts tenants of the building to your need for help. Neighbors who respond should then call for appropriate emergency assistance. (At Queensbury Mill Apartments the pull cords are connected to the Fire Department.)

E. Opportunities for Seniors

The SHA main office building also houses the Strafford County Nutrition Program office. To request information on how you can participate in their Meals on Wheels program, please call **603-692-4211**.

Commodity Food Distribution:

The WIC Program has designated housing sites as distribution points. Please call the office for more information.

Service Coordination:

At Queensbury Mill Apartments and Albert Jack Labonte (Maple Street) Apartments there are services provided to improve the quality of life and help remain independent for as long as possible. Some services include light house cleaning and transportation to appointments.

F. Tenant Groups

Tenant Advisory Board (RAB): a tenant from each housing complex is selected or elected to represent their development.

RAB meets annually to review SHA annual and 5-year plans, network and coordinate with property managers on ideas and/or suggestions. SHA welcomes any tenant wishing to be selected for the RAB. Please contact your property manager for more details.

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Tenant Hand	dbook - House Rules
Certification of Receipt:	
I certify by signing below that I have received Handbook/House Rules.	and understand the contents of this Tenai
Signature	Date
Signature	Date
Signature	

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