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RESIDENT POLICIES AND PUBLIC HOUSING HANDBOOK

Approved December 19, 2024

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For resident convenience, these particular policies have been pulled from the Administrative and Continuing Occupancy (ACOP). This handbook has been created to ensure residents of the Sault Ste. Marie Housing Commission have access to relevant policies and procedures set forth by the Commission.

By signing this you are acknowledging that you have read and understand the policies and the public housing handbook.

Resident Signature

Date

Staff Initial

Approved December 19, 2024

1.0 FAIR HOUSING

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

No person shall, on the grounds of race, color, sex, religion, national or ethnic origin, familial status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the Sault Ste. Marie Housing Commission's programs. No inquiries shall be made about a person's sexual orientation or gender identity. However, the Sault Ste. Marie Housing Commission may inquire about a person's sex in order to determine the number of bedrooms a household may be eligible for under the occupancy standards or to accurately complete HUD's 50058. The Sault Ste. Marie Housing Commission will keep records of all complaints, investigations, notices and corrective actions for three years.

To further its commitment to full compliance with applicable Civil Rights laws, the Sault Ste. Marie Housing Commission will provide Federal/State/local information to applicants/tenants of the Public Housing Program regarding discrimination and any recourse available to them if they believe they may be victims of discrimination. All applicable Fair Housing Information and Discrimination Complaint Forms will be made available at the Sault Ste. Marie Housing Commission office. In addition, written information and advertisements will contain the appropriate Equal Opportunity language and logo.

The Sault Ste. Marie Housing Commission will assist any family that believes they have suffered illegal discrimination by providing the family with copies of the appropriate housing discrimination forms. The Sault Ste. Marie Housing Commission will also assist them in completing the forms if requested, and will provide them with the address of the nearest HUD office of Fair Housing and Equal Opportunity.

2.0 REASONABLE ACCOMODATION

Sometimes people with disabilities may need a reasonable accommodation in order to take full advantage of the Sault Ste. Marie Housing Commission housing programs and related services. When such accommodations are granted, they do not confer special treatment or advantage for the person with a disability; rather, they make the program accessible to them in a way that would otherwise not be possible due to their disability. This policy clarifies how people can request accommodations and the guidelines the Sault Ste. Marie Housing Commission will follow in determining whether it is reasonable to provide a requested accommodation. Because disabilities are not always apparent, the Sault Ste. Marie Housing Commission will ensure that all applicants/tenants are aware of the opportunity to request reasonable accommodations.

2.1 COMMUNICATION

It is the responsibility of the applicant or tenant to notify the Housing Commission of the need for reasonable accommodation. All decisions granting or denying requests for reasonable accommodation will be in writing.

2.2 QUESTIONS TO ASK IN GRANTING THE ACCOMMODATION

- A. Is the requestor a person with disabilities? For this purpose the definition of person with disabilities is different than the definition used for admission. The Fair Housing definition used for this purpose is:

A person with a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment. (The disability may not be apparent to others, i.e., a heart condition).

If the disability is apparent or already documented, the answer to this question is yes. It is possible that the disability for which the accommodation is being requested is a disability other than the apparent disability. If the disability is not apparent or documented, the Sault Ste. Marie Housing Commission will obtain verification that the person requesting the accommodation is a person with a disability.

- B. Is the requested accommodation related to the disability? If it is apparent that the request is related to the apparent or documented disability, the answer to this question is yes. If it is not apparent, the Sault Ste. Marie Housing Commission will obtain documentation that the requested accommodation is needed due to the disability. The Sault Ste. Marie Housing Commission will not inquire as to the nature of the disability.
- C. Is the requested accommodation reasonable? In order to be determined reasonable, the accommodation must meet two criteria:
1. Would the accommodation constitute a fundamental alteration? The Sault Ste. Marie Housing Commission's business is housing. If the request would alter the fundamental business that the Sault Ste. Marie Housing Commission conducts, that would not be reasonable. For instance, the Sault Ste. Marie Housing

Commission would deny a request to have the Sault Ste. Marie Housing Commission do grocery shopping for a person with disabilities.

2. Would the requested accommodation create an undue hardship? Frequently the requested accommodation costs little or nothing. If the cost would be an undue burden, the Sault Ste. Marie Housing Commission may request a meeting with the individual to investigate and consider equally effective alternatives.

- D. Generally the individual knows best what it is he or she needs; however, the Sault Ste. Marie Housing Commission retains the right to be shown how the requested accommodation enables the individual to access or use the Sault Ste. Marie Housing Commission's programs or services.

If more than one accommodation is equally effective in providing access to the Sault Ste. Marie Housing Commission's programs and services, the Sault Ste. Marie Housing Commission retains the right to select the most efficient or economic choice.

The cost necessary to carry out approved requests, including requests for physical modifications, will be borne by the Sault Ste. Marie Housing Commission if there is no one else willing to pay for the modifications. If another party pays for the modification, the Sault Ste. Marie Housing Commission will seek to have the same entity pay for any restoration costs.

If the tenant requests as a reasonable accommodation that they be permitted to make physical modifications at their own expense, the Sault Ste. Marie Housing Commission will generally approve such request if it does not violate codes or affect the structural integrity of the unit. Prior to commencing modifications, tenant is responsible for submitting to the Housing Commission plans and specifications for review and approval.

Any request for an accommodation that would enable a tenant to materially violate essential lease terms will not be approved, i.e. allowing nonpayment of rent, destruction of property, disturbing the peaceful enjoyment of others, etc.

13.7 PAYING RENT

Rent and other charges are due and payable on the first day of the month. All rents should be paid at the Sault Ste. Marie Housing Commission's Administrative Office located at 608 Pine Street, Sault Ste. Marie, MI 49783. There are secure drop boxes available at the main office. For tenants at Arlington Towne Apartments and Riverview Terrace, there are secure drop boxes available in the common areas. These are checked daily. Payments must be mailed to the Housing Commission at P.O. Box 928, Sault Ste. Marie, MI 49783. Envelopes must be postmarked no later than the first day of the month to avoid late charges being assessed. We assume no responsibility for the performance of the U.S. Post Office. **Payments may also be made via ACH (Automated Clearing House) transfer or credit card. A link for online payment has been posted to the Housing Commission's website at www.saulthousing.com.** As a safety measure, cash payments are not accepted.

If the rent is not paid by 3:00 p.m. on the fifth of the month, a Notice to Vacate will be issued to the tenant. In addition, a \$10 late charge and a \$1 a day for every day rent remains unpaid in full

will be assessed to the tenant. **Any payment** returned for non-sufficient funds shall be considered a non-payment of rent and will incur late charge fees plus an additional charge of \$25 for bank charges and/or processing costs.

14.0 COMMUNITY SERVICE

14.1 GENERAL

In order to be eligible for continued occupancy, each adult family member must either (1) contribute eight hours per month of community service (not including political activities), or (2) participate in an economic self-sufficiency program, or (3) perform eight hours per month of combined activities as previously described unless they are exempt from this requirement. The eight hours of activity may be completed at 8 hours each month or aggregated across a year, as long as 96 hours are completed by each annual certification

14.2 EXEMPTIONS

The following adult family members of tenant families are exempt from this requirement:

- A. Family members who are 62 or older.
- B. Family members who are blind or disabled as defined under 216(I)(1) or 1614 of the Social Security Act (42 U.S.C. 416(I)(1), Section 1382(c)) and who certify that, because of this disability, she or he is unable to comply with the community service requirements; **or**

Family members who are the primary care giver of such individual.

- C. Family members engaged in work activities as defined in section 407(d) of the Social Security Act (42 U.S.C. Section 607(d)), specified below:
 - 1. Unsubsidized employment;
 - 2. Subsidized private OR public sector employment;
 - 3. Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available;
 - 4. On-the-job-training OR Job-search;
 - 5. Community service programs;
 - 6. Vocational educational training (not to exceed 12 months with respect to any individual);
 - 7. Job-skills training directly related to employment;
 - 8. Education directly related to employment in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency; and
 - 9. Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate.
- D. Able to meet requirements under a State program funded under part A of Title IV of the Social Security Act (42 U.S.C. Section 601 et seq.) or under any other welfare program in our State, including a State-administered Welfare-to-Work program; or

- E. A member of a family receiving assistance, benefits, or services under a State program funded under part A of Title IV of the Social Security Act (42 U.S.C. Section 601 et seq.), or under any other welfare program of our State (HUD has determined that the Supplemental Nutrition Assistance Program (SNAP) qualifies as a welfare program of the state. Therefore, if a tenant is a member of a family receiving assistance under SNAP, and has been found by the State to be in compliance with the program requirements, that tenant is exempt from the CSSR), including a State-administered Welfare-to-Work program, and has not been found by the State or other administering entity to be in non-compliance with such a program.

14.3 NOTIFICATION OF THE REQUIREMENT

The Sault Ste. Marie Housing Commission shall identify all adult family members who are apparently not exempt from the community service requirement.

The Sault Ste. Marie Housing Commission shall notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status in writing. The Sault Ste. Marie Housing Commission shall verify such claims. If a resident does not agree with the Sault Ste Marie Housing Commission's determination, he or she can appeal by following the Grievance Policy. Changes in exempt or non-exempt status of a resident shall be reported by the resident to the Sault Ste. Marie Housing Commission within ten (10) calendar days of the change.

At lease execution or re-examination, all adult members (18 or older) of a public housing resident family must:

- A. Provide all requested documentation, if applicable, that they qualify for an exemption; (Documentation provided by the tenant will be used (and verified if necessary),and
- B. Sign a certification that they have received and read the policy and understand that, if they are not exempt, failure to comply with the community service requirement will result in non-renewal of their lease, per 24 CFR 966.4(l)(2)(iii)(D).

When the person becomes exempt or non-exempt, it is his or her responsibility to report this to the Housing Commission and provide all documentation requested as soon as possible. When an exempt person becomes non-exempt, it is his or her responsibility to report this to the Housing Commission as soon as possible.

14.4 VOLUNTEER OPPORTUNITIES

Eligible community service activities include, but are not limited to, serving at:

- A. Local public or non-profit institutions, such as schools, Head Start Programs, before- or after-school programs, childcare centers, hospitals, clinics, hospices, nursing homes, recreation centers, senior centers, adult daycare programs, homeless shelters, feeding programs, food banks (distributing either donated or commodity foods), or clothes closets (distributing donated clothing);

- B. Non-profit organizations serving the Housing Commission's residents or their children, such as: Boy or Girl Scouts, Boys or Girls Club, 4-H Clubs, organized children's recreation, mentoring, or education programs, Big Brothers or Big Sisters, Garden Centers, community clean-up programs, beautification programs;
- C. Programs funded under the Older Americans Act, such as Green Thumb, Service Corps of Retired Executives, senior meals programs, senior centers, Meals on Wheels;
- D. Public or non-profit organizations dedicated to seniors, youth, children, residents, citizens, special-needs populations or with missions to enhance the environment, historic resources, cultural identities, neighborhoods or performing arts;
- E. Care for the children of other residents so parents may volunteer.
- F. Any required court-ordered community service shall not count towards a resident's required 8 hours per month of community service.

Eligible self-sufficiency activities include, but are not limited, to:

- G Job readiness or job training while not employed;
- H Higher education (junior college or college);
- I Apprenticeships (formal or informal);
- J Substance abuse or mental health counseling;
- K Reading, financial and/or computer literacy classes;
- L English as a Second Language and/or English proficiency classes;
- M Budgeting and credit counseling.

The Sault Ste. Marie Housing Commission may create volunteer positions such as hall monitoring, litter patrols, and supervising and record keeping for volunteers.

In addition to performing their community service hours at governmental or non-profit organizations, residents may do their community service hours for-profit entities or in someone's private home.

14.5 THE PROCESS

Upon admission and each annual reexamination thereafter, the Sault Ste. Marie Housing Commission will do the following:

- A. Provide a list of known volunteer opportunities to the family members.
- B. Provide information about obtaining suitable volunteer positions.
- C. Provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work.
- D. Assign family members to a volunteer coordinator or staff person who will assist the family members in identifying appropriate volunteer positions and in meeting their responsibilities. The volunteer coordinator or staff person will track the family member's progress monthly and will meet with the family member as needed to best encourage compliance.

At each regularly scheduled rent re-examination, each non-exempt family member will advise the Sault Ste. Marie Housing Commission Occupancy Specialist whether each applicable adult family member is in compliance with the community service

requirement and present signed certifications activities performed over the previous twelve (12) months.

14.6 NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT

The Sault Ste. Marie Housing Commission will notify any family found to be in noncompliance of the following:

- A. The family member(s) has been determined to be in noncompliance;
- B. That the determination is subject to the grievance procedure, a right to be represented by counsel, and the opportunity to any available judicial remedy; and
- C. That, unless the family member(s) enter into a work-out agreement to comply, the lease will not be renewed or will be terminated;

14.7 OPPORTUNITY FOR CURE

The Sault Ste. Marie Housing Commission will offer the family member(s) the opportunity to enter into a work-out agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. It will state the number of hours that the family member is deficient. The cure shall occur over the 12-month period beginning with the date of the agreement and the resident shall at the same time stay current with that year's community service requirement. The first hours a resident earns go toward the current commitment until the current year's commitment is made.

A volunteer coordinator or staff person may assist the family member in identifying volunteer opportunities and will track compliance on a monthly basis.

If any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the work-out agreement to perform community service, the Sault Ste. Marie Housing Commission shall take action to terminate the lease unless the noncompliant family member no longer lives in the unit.

14.8 PROHIBITION AGAINST REPLACEMENT OF AGENCY EMPLOYEES

In implementing the service requirement, the Sault Ste. Marie Housing Commission may not substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by its employees, or replace a job at any location where residents perform activities to satisfy the service requirement.

15.0 RECERTIFICATIONS

At least annually, the Sault Ste. Marie Housing Commission will conduct a reexamination of family income and circumstances. The results of the reexamination determine (1) the rent the family will pay, and (2) whether the family is housed in the correct unit size.

15.1 GENERAL

The Sault Ste. Marie Housing Commission will send a notification letter to the family letting them know that it is time for their annual reexamination, giving them the option of

selecting either the market value rent or income method, and scheduling an appointment if they are currently paying an income rent. If the family thinks they may want to switch from a market value rent to an income rent, they should request an appointment. At the appointment, the family can make their final decision regarding which rent method they will choose. The letter also includes, for those families paying the income method, forms for the family to complete in preparation for the interview. The letter includes instructions permitting the family to reschedule the interview if necessary. The letter tells families who may need to make alternate arrangements due to a disability, that they may contact staff to request an accommodation of their needs. Re-certifications are held via phone when in person appointments are not feasible.

During the appointment (this may be conducted via phone), the Sault Ste. Marie Housing Commission will determine whether family composition may require a transfer to a different bedroom size unit, and if so, the family's name will be placed on the transfer list.

15.2 MISSED APPOINTMENTS

If the family fails to respond to the letter and fails to attend the interview, a second letter will be mailed. The second letter will advise of a new time and date for the interview, allowing for the same considerations for rescheduling and accommodation as above. The letter will also advise that failure by the family to attend the second scheduled interview will result in the Sault Ste. Marie Housing Commission taking eviction actions against the family.

15.3 FLAT RENT

The annual letter to flat rent payers regarding the reexamination process will state the following:

- A. Each year at the time of the annual reexamination, the family has the option of selecting a flat rent amount in lieu of completing the reexamination process and having their rent based on the income amount.
- B. The amount of the flat rent.
- C. A fact sheet about income rents that explains the types of income counted, the most common types of income excluded, and the categories of allowances that can be deducted from income.
- D. Families who opt for the flat rent will be required, at least, to go through the income reexamination process every three years, rather than the annual review they otherwise would undergo. The family still must certify annually whether the family is housed in the correct unit size, update contact info, animal info, etc.
- E. Families who opt for the flat rent may request to have a reexamination and return to the income based method at any time for any of the following reasons:
 - 1. The family's income has decreased.
 - 2. The family's circumstances have changed increasing their expenses for childcare, medical care, etc.
 - 3. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.
- F. The dates upon which the Sault Ste. Marie Housing Commission expects to review the amount of the flat rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.
- G. The name and phone number of an individual to call to get additional information

- or counseling concerning flat rents.
- H. A certification for the family to sign accepting or declining the flat rent.

During their annual re-certification date, the Sault Ste. Marie Housing Commission will send a reexamination letter to the family offering the choice between a flat rent or income rent. The opportunity to select the flat rent is available only at this time. At the appointment, the Sault Ste. Marie Housing Commission may assist the family in identifying the rent method that would be most advantageous for the family. If the family wishes to select the flat rent method without meeting with the Sault Ste. Marie Housing Commission representative, they may make the selection on the form and return the form to the Sault Ste. Marie Housing Commission. In such case, the Sault Ste. Marie Housing Commission will cancel the appointment and solely verify the family size and whether it is in an appropriate size unit.

15.4 THE INCOME METHOD

During the interview, the family will provide all information regarding income, assets, deductions, eligible expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances. Upon receipt of verification, the Sault Ste. Marie Housing Commission will determine the family's annual income and will calculate their rent as follows.

The total tenant payment is equal to the highest of:

- A. 10% of the family's monthly income;
- B. 30% of the family's adjusted monthly income;
- C. The welfare rent; or the minimum rent.

The family shall be informed of the results of the rent calculation under both the Income Method and the Flat rent and given their choice of which rent to pay.

15.5 EFFECTIVE DATE OF RENT CHANGES FOR ANNUAL REEXAMINATIONS

The new rent will generally be effective upon the anniversary date with thirty (30) calendar day's notice of any rent increase to the family.

If the rent determination is delayed due to a reason beyond the control of the family, then any rent increase will effective the first of the month after the month in which the family receives a 30-day notice of the amount. If the new rent is a reduction and the delay is beyond the control of the family, the reduction will be effective as scheduled on the anniversary date.

If the family caused the delay, then any increase will be effective on the anniversary date. Any reduction will be effective the first month after the rent amount is determined.

15.6 INTERIM REEXAMINATIONS

During an interim reexamination, only the information affected by the changes being reported will be reviewed and verified.

Any time any of the following circumstances occur, income will be reviewed and verified and rent adjusted. The family shall report these changes within ten (10) days of their occurrence.

- A. A member has been added to the family through birth or adoption or court-awarded custody.
- B. A household member is leaving or has left the family unit.
- C. There is an increase in wages
- D. Tenant can show a decline in income that would result in a reduction of rent.
- E. Tenant has a change in source of income.
- F. Tenant commences to receive public assistance or his public assistance is terminated.
- G. If there is a change in Federal regulations that would require an adjustment in rent prior to the scheduled re-exam date.
- H. If it is found that Tenant has misrepresented to Management the facts upon which his rent is based, or failed to report changes in income, family composition, child care expenses, or other changes, so that the rent the family is paying is less than they should have been charged.
- I. If this is found, the increase in rent will be made retroactive to the date of the change in circumstances.

In order to add a household member other than through birth, adoption or court-awarded custody, the family must request that the new member be added to the lease. Before adding the new member to the lease, the individual must complete and application form stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security number if they have one and must verify their citizenship/eligible immigrant status. (Their housing will not be delayed due to delays in verifying eligible immigrant status other than delays caused by the family.) The new family member will go through the screening process similar to the process for applicants. The Sault Ste. Marie Housing Commission will determine the eligibility of the individual before adding them to the lease. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal review. If they are found to be eligible and do pass the screening criteria, their name will be added to the lease. At the same time, if the family's rent is being determined under the income method, the family's annual income will be recalculated taking into account the circumstances of the new family member. The effective date of the new rent will be in accordance with Section 15.8.

A resident requesting a live-in aide will be required to provide verification of the need for a live-in aide. In addition, before approval of the live-in aide, the individual (live-in aide) must complete an application form for purposes of determining citizenship/eligible immigrant status and the live-in aide will go through the screening process similar to the process for applicants. The Sault Ste. Marie Housing Commission will determine the eligibility of the live-in-in aide before approval can be granted. If the individual is found to be ineligible or does not pass the screening criteria, the resident will be advised in writing and given the opportunity for an informal review. Under no circumstances will the live-in aide be added to the lease or be considered the last remaining member of a tenant family.

Families are not required to, but may at any time, request an interim reexamination based on a decrease in income, an increase in allowable expenses, or other changes in family circumstances. Upon such request, the Sault Ste. Marie Housing Commission will take timely action to process the interim reexamination and recalculate the tenant's rent.

15.7 SPECIAL REEXAMINATIONS

If a family's income is too unstable to project for twelve (12) months, including families that temporarily have no income or have a temporary decrease in income, the Sault Ste. Marie Housing Commission may schedule special reexaminations every sixty (60) calendar days until the income stabilizes and an annual income can be determined.

15.8 EFFECTIVE DATE OF RENT CHANGES DUE TO INTERIM OR SPECIAL REEXAMINATIONS

Unless there is a delay in reexamination processing caused by the family, any rent increase will be effective the first of the second month after the month in which the family receives notice of the new rent amount. If the family cause's delays, then the rent increase will be effective on the date it would have been effective had the process not been delayed (even if this means a retroactive increase).

If the new rent is a reduction and any delay is beyond the control of the family, the reductions will be effective the first of the month after the interim reexamination should have been completed.

If the new rent is a reduction and the family caused the delay or did not report the change in a timely manner, the change will be effective the first of the month after the rent amount is determined.

16.0 UNIT TRANSFERS

16.1 OBJECTIVES OF THE TRANSFER POLICY

The objectives of the Transfer Policy include the following:

- A. To address emergency situations.
- B. To fully utilize available housing resources while avoiding overcrowding by ensuring that each family occupies the appropriate size and type of unit.
- C. To facilitate relocation when required for modernization or other management purposes.
- D. To facilitate relocation of families with inadequate housing accommodations.
- E. To provide an incentive for families to assist in meeting the Sault Ste. Marie Housing Commission's deconcentration goal, if appropriate
- F. To eliminate vacancy loss and other expenses due to unnecessary transfers.
- G. To accommodate tenant convenience.

16.2 CATEGORIES OF TRANSFERS

Category A: Emergency transfers. These transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a family or one of its members. Such situations may involve defects of the unit or the building in which it is located, the health condition of a family member, a hate crime, the safety of witnesses to a crime, or a law enforcement matter particular to the neighborhood.

Category B: Immediate administrative transfers. These transfers are necessary in order to permit families needing accessible features to move to a unit with such a feature or to enable modernization, revitalization, disposition or demolition work to proceed.

Category C: Regular administrative transfers. These transfers are made to offer incentives to families willing to help meet certain Sault Ste. Marie Housing Commission occupancy goals, to correct occupancy standards where the unit size is inappropriate for the size and composition of the family, to permit a 0-bedroom tenant to transfer to a 1 bedroom apartment after two years, to allow for non-emergency but medically advisable transfers, and other transfers approved by the Sault Ste. Marie Housing Commission when a transfer is the only or best way of solving a serious problem. Included in this category are tenants living in family housing who are 62 years of age or disabled. In these cases, tenant will be transferred to senior housing, unless minor children remain in the home.

Category D: Tenant Convenience Transfers. These transfers are made to accommodate a tenant request to be closer to work, school, child care, or other reasons. These transfers are a tenant cost for all charges to restore the unit to re-rent, including cleaning, painting, and all maintenance. While in possession of both sets of keys, tenant will be charged rent on both units.

16.3 DOCUMENTATION

When the transfer is at the request of the family, the family may be required to provide third party verification of the need for the transfer.

16.4 TENANT CONVENIENCE TRANSFERS

Transfer requests will be encouraged and approved for families who live in a development where their income category (below or above 30% of area median) predominates and wish to move to a development where their income category does not predominate. Families approved for such transfers will meet the following eligibility criteria as will tenants who wish to transfer for their convenience:

- A. Have been a tenant for one year;
- B. For a minimum of one year, at least one adult family member is enrolled in an economic self-sufficiency program or is working at least thirty-five (35) hours per week, the adult family members are 62 years of age or older or are disabled or are the primary care givers to others with disabilities;
- C. Adult members who are required to perform community service have been current in these responsibilities since the inception of the requirement or for one year whichever is less;
- D. The family is current in the payment of all charges owed to the Sault Ste. Marie Housing Commission and has not paid late rent for at least one year;
- E. The family passes a current housekeeping inspection and does not have any record of housekeeping problems during the last year;
- F. The family has not materially violated the lease over the past two years by disturbing the peaceful enjoyment of their neighbors, damaging their unit through abuse or neglect, by engaging in criminal or drug-related activity, or by threatening the health or safety of tenants or Housing Commission staff;

16.5 PROCESSING TRANSFERS

Transfers on the waiting list will be sorted by the above categories and within each category by date and time.

Transfers in category A and B will be housed ahead of any other families, including those on the applicant waiting list. Transfers in category A will be housed ahead of transfers in category B.

Transfers in category C and D will be housed along with applicants for admission at a ratio of one transfer for every seven admissions.

Upon offer and acceptance of a unit, the family will execute all lease-up documents and pay any rent within two (2) calendar days of being informed the unit is ready to rent. The family will be allowed seven (7) calendar days to complete a transfer. The family will be responsible for paying rent at the old unit as well as the new unit for any period of time they have possession of both. The prorated rent and other charges must be paid at the time of lease execution.

The following is the policy for the rejection of an offer to transfer:

- A. If the family rejects with good cause any unit offered, they would not lose their place on the transfer waiting list.
- B. If the transfer is being made at the request of the Sault Ste. Marie Housing Commission and the family rejects two offers without good cause, the Sault Ste. Marie Housing Commission will take action to terminate their tenancy. If the reason for the transfer is that the current unit is too small to meet the Sault Ste. Marie Housing Commission's optimum occupancy standards, the family may request in writing to stay in the unit without being transferred so long as their occupancy will not exceed two people per sleeping room.
- C. If the transfer is being made at the family's request and the rejected offer provides deconcentration incentives, the family will maintain their place on the transfer list and will not otherwise be penalized.
- D. If the transfer is being made at the family's request, the family may, without good cause and without penalty, turn down one offer that does not include deconcentration incentives. After turning down a second such offer without good cause, the family's name will be removed from the transfer list.

16.6 COST OF THE FAMILY'S MOVE

The cost of the transfer generally will be borne by the family in the following circumstances:

- A. When the transfer is made at the request of the family or by others on behalf of the family (i.e. by the police);
- B. When the transfer is needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

The cost of the transfer will be borne by the Sault Ste. Marie Housing Commission in the following circumstances:

- A. When the transfer is needed to move the family to an appropriately sized or type of unit, either larger or smaller;
- B. When the transfer is necessitated because a family with disabilities needs the accessible unit into which the transferring family moved

- C. When the transfer is needed in order to carry out modernization, disposition, or demolition activities; or
- D. When action or inaction by the Sault Ste. Marie Housing Commission has caused the unit to be unsafe or inhabitable.

In all cases, a transfer for tenant convenience will result in the tenant being responsible for all Housing Commission costs associated with restoring the dwelling unit to re-rent including labor and material costs to clean, repair, paint and restore the unit and appliances. Tenant will be provided an estimate of the cost prior to the transfer.

The responsibility for moving costs in other circumstances will be determined on a case-by-case basis.

16.7 TENANTS IN GOOD STANDING

When the transfer is at the request of the family, it will not be approved unless the family is in good standing with the Sault Ste. Marie Housing Commission. This means the family has not materially violated the lease over the past two years by disturbing the peaceful enjoyment of their neighbors, by engaging in criminal or drug-related activity, by threatening the health or safety of tenants or Housing Commission staff, be current in all payments to the Housing Commission, not have damaged their unit through abuse or neglect during the past year, and must pass a housekeeping inspection.

16.8 TRANSFER REQUESTS

A tenant may request a transfer at any time by completing a transfer request form. In considering the request, the Sault Ste. Marie Housing Commission may request a meeting with the tenant to better understand the need for transfer and to explore possible alternatives. The Sault Ste. Marie Housing Commission will review the request in a timely manner and if a meeting is desired, it shall contact the tenant within ten (10) business days of receipt of the request to schedule a meeting.

The Sault Ste. Marie Housing Commission will grant or deny the transfer request in writing within ten (10) business days of receiving the request or holding the meeting, whichever is later.

If the transfer is approved, the family's name will be added to the transfer waiting list.

16.9 RIGHT OF THE SAULT STE. MARIE HOUSING COMMISSION IN TRANSFER POLICY

The provisions listed above are to be used as a guide to ensure fair and impartial means of assigning units for transfers. It is not intended that this policy will create a property right or any other type of right for a tenant to transfer or refuse to transfer.

17.0 INSPECTIONS

An authorized representative of the Sault Ste. Marie Housing Commission and an adult family member will inspect the premises prior to commencement of occupancy. A written statement of the condition of the premises will be made, all equipment will be provided, and the statement will be signed by both parties with a copy retained in the Sault Ste. Marie Housing Commission file and a copy given to the family member. An

authorized Sault Ste. Marie Housing Commission representative will inspect the premises at the time the resident vacates and will furnish a statement of any charges to be made provided the resident turns in the proper notice under required under the terms of the Lease. The resident's security deposit can be used to offset any Sault Ste. Marie Housing Commission damages to the unit.

17.1 MOVE-IN INSPECTIONS

The Sault Ste. Marie Housing Commission and an adult member of the family will inspect the unit prior to signing the lease. Both parties will sign a written statement of the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the tenant file. This must be returned within 30 days of move-in. If not, charges for any damages that should have been reported and fixed/noted at move in, will apply.

17.2 ANNUAL INSPECTIONS

The Sault Ste. Marie Housing Commission will inspect each public housing unit annually to ensure that each unit meets the Sault Ste. Marie Housing Commission's and HUD's housing standards. Work orders will be submitted and completed to correct any deficiencies. As part of the annual inspection, and if any work orders are submitted, the Sault Ste. Marie Housing Commission is authorized to enter the unit **without further permission, to complete the work order.**

17.3 PREVENTATIVE MAINTENANCE INSPECTIONS

This is generally conducted along with the annual inspection. This inspection is intended to keep items in good repair. It checks weatherization; checks the condition of the smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures; checks for leaks; and provides an opportunity to note any damage or wear and tear that requires maintenance to extend the life of the unit and its equipment.

17.4 SPECIAL INSPECTIONS

A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by the Sault Ste. Marie Housing Commission.

17.5 HOUSEKEEPING INSPECTIONS

Generally, at the time of annual reexamination, or at other times as necessary, the Sault Ste. Marie Housing Commission will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition. **After three (3) sub-standard housekeeping inspections, notice of conditions will be sent and one additional inspection will be conducted before a final determination on whether or not to continue occupancy will take place.**

17.6 NOTICE OF INSPECTION

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections, the Sault Ste. Marie Housing Commission will give the tenant at least a two (2) day written notice.

17.7 EMERGENCY INSPECTIONS

If any employee and/or agent of the Sault Ste. Marie Housing Commission has reason to believe that an emergency exists within the housing unit, the unit can be entered without notice. The person(s) that enters the unit will leave a written notice to the resident that

indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

17.8 MOVE-OUT INSPECTIONS

The Sault Ste. Marie Housing Commission conducts the move-out inspection after the tenant vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the tenant is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the security deposit.

17.9 WELLNESS CHECKS

If a tenant or family member suspects the wellness of a tenant is in question, they are to call the Sault Ste. Marie Housing Commission and report their concerns. The housing commission will determine if a Wellness Check is warranted. If so, the City of Sault Ste. Marie Police Department will be called to check on the safety and security of the tenant in question.

18.0 ANIMAL POLICY

18.1 EXCLUSIONS

Assistance animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner, and to refrain from disturbing their neighbors.

To show that a requested accommodation may be necessary, there must be an identifiable relationship, or nexus, between the requested accommodation and the person's disability. The Sault Ste. Marie Housing Commission will verify the existence of the disability, and the need for the accommodation – if either is not readily apparent. Accordingly, persons who are seeking a reasonable accommodation for an emotional support animal will be required to provide documentation from a physician, psychiatrist, social worker, or other mental health professional that the animal provides support that alleviates at least one of the identified symptoms or effects of the existing disability.

In addition, the Sault Ste. Marie Housing Commission is not required to provide any reasonable accommodation that would pose a direct threat to the health or safety of others. Thus, if the particular animal requested by the individual with a disability has a history of dangerous behavior, we will not accept the animal into our housing. Moreover, we are not required to make a reasonable accommodation of the presence of the assistance animal would (1) result in substantial physical damage to the property of others unless the threat can be eliminated or significantly reduced by a reasonable accommodation; (2) pose an undue financial and administrative burden; or (3) fundamentally alter the nature of the provider's operations.

If an assistance animal, or ANY animal, shows aggressive behavior towards staff or other tenants, guests, the tenant will be notified and the animal may be required to be permanently removed from the property.

18.2 ANIMALS IN PUBLIC HOUSING

The Sault Ste. Marie Housing Commission allows for animal ownership in its developments with the **written pre-approval of the Housing Commission.**

IF ANY ANIMAL IS FOUND IN THE UNIT BEFORE WRITTEN PERMISSION IS GRANTED A TENANT MAY BE FINED \$25.00 AND REQUEST MAY BE DENIED. FUTURE REQUESTS CAN BE SUBMITTED FOLLOWING A 6 MONTH PERIOD.

Residents are responsible for any damage caused by their animals, including the cost of fumigating or cleaning their units which may include replacement of carpet throughout. **All carpets will be professionally cleaned utilizing the tenant security deposit.** In exchange for this right, resident assumes full responsibility and liability for the animal and agrees to hold the Sault Ste. Marie Housing Commission harmless from any claims caused by an action or inaction of the animal.

18.3 APPROVAL

Residents must have PRIOR approval of the Housing Commission before moving an animal into their unit. Approval may be denied when resident fails to comply with this requirement. Residents must remit a \$100 non-refundable administration fee per animal and request approval on the Authorization for Animal Ownership Form that must be fully completed before the Housing Commission will approve the request. The Housing Commission must be provided with a picture of the animal so it can be identified if it is running loose.

Current residents seeking permission to have an animal must have not had an animal before permission was granted, no housekeeping violations, no late payments of rent in the last 12 months, and be current on their account. Previous negative landlord remarks about animals will also be considered in the denial/approval of an animal. This includes assistance animals.

18.4 TYPES AND NUMBER OF ANIMALS

The Sault Ste. Marie Housing Commission will allow common household animals. Qualifying animal such as a dog, cat, bird, hamster, gerbil, or fish in bowls or aquariums (not to exceed 40 gallons) or other aquarium living animals are allowed. If this definition conflicts with a state or local law or regulation, the state or local law or regulation shall govern. **NO SNAKES, SPIDERS, OR POISONOUS SPECIES ALLOWED.**

All dogs and cats must be spayed or neutered before they become six months old. A licensed veterinarian must verify this fact in writing and a copy provided to the housing commission.

Two (2) approved animals per unit allowed. Approval for one does not mean approval for a second. The proper procedure must be completed for EACH animal request. This includes assistance animals.

Any animal deemed to be potentially harmful to the health or safety of others, including attack or fight trained dogs, will not be allowed.

Residents may not own an animal without fully complying with this Policy. This includes assistance animals. Adopting an animal presents the opportunity for companionship, affection, work, and expense.

18.5 INOCULATIONS/VACCINES

In order to be registered, animals must be appropriately inoculated against rabies, distemper and other conditions prescribed by state and/or local ordinances. They must comply with all other state and local public health, animal control, and anti-cruelty laws and must be licensed. A certification signed by a licensed veterinarian shall be annually filed, at time of recertification, with the Sault Ste. Marie Housing Commission to attest to the inoculations. This includes Assistance Animals.

18.6 ADMINISTRATIVE / MONTHLY ANIMAL FEE

A one-time administrative fee of \$100 *per animal* is due upon written approval from the Sault Ste. Marie Housing Commission.

A monthly animal fee of \$10 per animal will be charged to family tenants for dogs and cats. **If the tenant chooses to pay the monthly fee a year in advance for one (1) animal, two (2) months will be credited to the tenant's account. This will drop the annual monthly fee total from \$120.00 to \$100.00.**

Two (2) animals require a \$20.00 per month animal fee that must be paid monthly to keep the animal. NON-PAYMENT OF THE MONTHLY FEE WILL REQUIRE THE ANIMAL TO BE REMOVED FROM THE HOME. NO EXCEPTIONS!

If the tenant chooses to pay the monthly fee a year in advance, for two (2) animals, two (2) months will be credited to the tenant's account. This will drop the annual monthly fee total from \$240.00 to \$200.00.

A Repayment Agreement is available for the Administrative Animal Fee as long as there have been no missed payments on ANY previous Repayment Agreements the tenant has had.

A down payment of \$25.00 for one (1) animal is required upon signing and \$25.00 for the next 3 months.

A down payment of \$50.00 for two (2) animals is required upon signing, and \$50.00 a month for 3 months is required.

Damage to the premises shall be the fiscal responsibility of the resident over and above the non-refundable animal fee.

18.7 FINANCIAL OBLIGATION OF RESIDENTS

Any resident who owns or keeps an animal in their dwelling unit will be required to pay for any damages caused by the animal. Also, any animal related insect infestation in the animal owner's unit will be the financial responsibility of the animal owner and the Sault Ste. Marie Housing Commission reserves the right to exterminate and charge the resident. This includes assistance animals.

18.8 NUISANCE OR THREAT TO HEALTH OR SAFETY

The animal and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas. This includes assistance animals.

Repeated substantiated complaints by neighbors or Housing Commission personnel regarding animals disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance may result in the owner having to remove the animal or move him/herself. This includes assistance animals.

Animals that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one half hour or more to the disturbance of any person at any time of day or night shall be considered a nuisance. This includes assistance animals.

18.9 DESIGNATION OF ANIMAL AREAS

Animals must be kept in the owner's unit or on a leash at all times when outside the unit. No outdoor cages may be constructed and animals may not be tied up outside the unit and left unattended. Animals will be allowed only in designated areas on the grounds of the property if the Sault Ste. Marie Housing Commission designates an animal area for the particular site. Animal owners must clean up after their animals and are responsible for disposing of animal waste. This includes Assistance Animals.

With the exception of assistive animals, no animals shall be allowed in the community room, community room kitchen, laundry rooms, public bathrooms, lobby, hallways or office in any of our sites. Assistance animals and non-assistance animals must ALWAYS be leashed and under the full control of the owner.

To accommodate residents who have medically certified allergy or phobic reactions to dogs, cats, or other animals, those animals may be barred from certain wings (or floors) in our buildings. This shall be implemented based on demand for this service.

18.10 MISCELLANEOUS RULES including assistance animals

Animals may not be left unattended in a dwelling unit for over 9 hours. If the animal is left unattended and no arrangements have been made for its care, the Housing Commission will have the right to enter the premises and take the uncared animal to be boarded at a local animal care facility at the total expense of the resident. Tenant may be denied any future requests for an animal. This includes Assistance Animals.

Animal bedding shall not be washed in any common laundry facilities. Residents must take appropriate actions to protect their unit and animals from fleas and ticks. Tenants will be charged if an exterminator is called to eliminate fleas.

All dogs must wear a tag bearing the resident's name and phone number and the date of the latest rabies inoculation.

Animals cannot be kept, bred or used for any commercial purpose. Residents owning cats shall maintain waterproof litter boxes for cat waste. Refuse from litter boxes shall not accumulate or become unsightly or unsanitary. Litter shall be disposed of in an appropriate manner; garbage disposal chutes are not considered appropriate.

An animal owner shall physically control or confine his/her animal during the times when Housing Commission employees, agents of the Housing Commission or others must enter the animal owner's apartment to conduct business, provide services, enforce lease terms, etc. This includes assistance animals

If an animal cause harm to any person, the animal's owner shall be required to permanently remove the animal from the Housing Commission's property within 24 hours of written notice from the Housing Commission. The animal owner may also be subject to termination of his/her dwelling lease. This includes assistance animals

An animal owner who violates any other conditions of this policy may be required to remove his/her animal from the development within 10 calendar days of written notice from the Housing Commission. The owner may also be subject to termination of his/her dwelling lease.

18.11 VISITING ANIMALS

An Authorization/Request for a visiting animal MUST be completed PRIOR to the animal coming onto Sault Ste. Marie Housing Commission property. Forms are available at the Sault Ste. Marie Housing Commission office. Any violations of the Visiting Animal Policy will result in denial of current and any further visiting animal requests. This is also considered a Lease Violation and can jeopardize your lease and housing status.

18.12 REMOVAL OF ANIMALS

The Sault Ste. Marie Housing Commission, or an appropriate community authority, shall require the removal of any animal from a site if the animal's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the project or of other persons in the community where the project is located. This includes assistance animals.

In the event of illness or death of animal owner, or in the case of an emergency which would prevent the animal owner from properly caring for the animal, the Sault Ste. Marie Housing Commission has permission to call the emergency caregiver designated by the resident or the local Animal Control Department to take the animal and care for it until family or friends would claim the animal and assume responsibility for it. Any expenses incurred will be the responsibility of the animal owner.

19.0 REPAYMENT AGREEMENTS

When a resident owes the Sault Ste. Marie Housing Commission back charges and is unable to pay the balance by the due date, the resident may request that the Sault Ste. Marie Housing Commission allow them to enter into a Repayment Agreement. The Sault Ste. Marie Housing Commission has the sole discretion of whether to accept such an agreement. All Repayment Agreements must assure that the full payment is made within a period not to exceed twelve (12) months. All Repayment Agreements must be in writing and signed by both parties.

Refusal to enter into a Repayment Agreement for monies owed will subject the family to eviction procedures.

20.0 TERMINATION

20.1 TERMINATION BY TENANT

The tenant may terminate the lease at any time upon submitting a 30-day written notice. If the tenant vacates prior to the end of the thirty (30) calendar days, they will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first. Keys must be returned, if Tenant fails to return all keys issued at lease-up upon vacating, the locks will be changed and the Tenant may be charged.

20.2 TERMINATION BY THE HOUSING COMMISSION

Twelve months after the Sault Ste. Marie Housing Commission has implemented the mandated Community Service Requirement, it will not renew the lease of any non-exempt family that is not in compliance with the Community Service Requirement or approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceedings will begin.

The Sault Ste. Marie Housing Commission will terminate the lease for serious or repeated violations of material lease terms. Such violations include but are not limited to the following:

- a. nonpayment of rent or other charges due under the Lease (i.e. utilities), or repeated chronic late payment of rent (three (3) times in a twelve month period);
- b. failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Recertification, to attend scheduled reexamination interviews or to cooperate in the verification process if the Tenant has chosen to pay rent based on a percentage of income;
- c. furnishing false or misleading information during the application or review process;
- d. assignment or subleasing of the premises or providing accommodation for boarders or lodgers;
- e. use of the premises for purposes other than solely as a dwelling unit for the Tenant and Tenant's household as identified in this Lease, or permitting its use for any other purpose without the written permission of the Landlord;
- f. failure to abide by necessary and reasonable rules made by the Landlord for the benefit and wellbeing of the housing development and the Tenants;
- g. failure to abide by applicable building and housing codes materially affecting health or safety;
- h. failure to dispose of garbage, waste and rubbish in a safe and sanitary manner by using garbage cans with tight fitting lids or placing garbage in plastic bags prior to disposing in dumpster located on-site;
- i. failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner;
- j. acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;
- k. failure to pay reasonable charges for the repair of damages to the premises, property buildings, facilities or common areas;

- l. any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other Tenants or employees of the Housing Commission, including contracted workers or other persons living in the vicinity of the premises by the resident
- m. any violent or drug related criminal activity on or off the premises. This includes tenant, member of the tenant's household or guest, and any such activity engaged in on or near the premises by any other person under the tenant's control;
- n. alcohol abuse that the Landlord determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other Tenants or employees of the Housing Commission, including contracted workers;
- o. failure to perform required community service or be exempted;
- p. failure to allow inspection of the dwelling unit by the Housing Commission, HUD or contracted inspectors;
- q. determination that a family member has knowingly permitted an ineligible non-citizen not listed on the lease to permanently reside in their public housing unit;
- r. determination or discovery that a Tenant is or has ever been on the registered sex offender list;
- s. failure to abide by the provisions of the animal policy;
- t. determination that any member of the household has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on or off the premises of federally assisted housing;
- u. determination that a household member is illegally using a drug or when the Sault Ste. Marie Housing Commission determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents. The use of marijuana is included in the ban.
- v. if a Tenant is fleeing to avoid prosecution, or custody or confinement after conviction of a crime that is a felony;
- w. failure to comply with landlord's No-Smoking/Tobacco & Burn policy
- x. removing any batteries from a smoke detector or failing to notify the Landlord if a smoke detector is inoperable for any reason;
- y. failure to promptly notify the Landlord of any pest infestations noted in or around their dwelling unit;
- z. failure to fully cooperate in any pest control efforts made by the Landlord;
- aa. unregistered/non-permitted vehicles
- bb. It has been determined by the Housing Commission the family has been Over Income for 24 consecutive months.
- cc. any other good cause.

20.3 TERMINATIONS FOR CRIMINAL ACTIVITY

The term "due process determination" means a determination by HUD that law covering the Sault Ste. Marie Housing Commission's jurisdiction requires that residents must be given the opportunity for a hearing in court which provides the basic elements of due process before eviction from the dwelling unit.

HUD has issued a due process determination that the law of this State requires that residents be given the opportunity for a hearing in a court that provides the basic elements of due process before eviction from a dwelling unit. The Housing Commission has therefore determined that the Grievance Procedure shall not be applicable to any termination of tenancy or eviction for:

1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Sault Ste. Marie Housing Commission's public housing premises by other residents or employees of the Housing Commission;
2. Any violent or drug related criminal activity on or off such premises; or
3. Any activity resulting in a felony conviction.

In deciding to terminate a tenancy for criminal activity or alcohol abuse, the Sault Ste. Marie Housing Commission will consider circumstances relevant to the particular case such as the seriousness of the offending action, the extent of participation by the leaseholder in the offending action, the effects that the eviction would have on family members not involved in the offending activity, and the extent to which the leaseholder has shown personal responsibility and has taken all reasonable steps to prevent or mitigate the offending action.

In deciding to terminate a tenancy for illegal drug use or a pattern of illegal drug use by a household member who is no longer engaging in such use, or for abuse or a pattern of abuse of alcohol by a household member who is no longer engaging in such abuse, the Sault Ste. Marie Housing commission may consider whether such household member:

1. Is participating in a supervised drug or alcohol rehabilitation program
2. Has successfully completed a supervised drug or alcohol rehabilitation program;
or
3. Has otherwise been successfully rehabilitated

For this purpose, Housing Commission may require the leaseholder to submit evidence of one of the above 3 statements.

If the Sault Ste. Marie Housing Commission proposes to terminate assistance on the basis of a criminal record, the Housing Commission will notify the household of the proposed action to be based on the information and may provide the tenant with a copy of the criminal record. The tenant will be given an opportunity to dispute the accuracy and relevance of that record in the grievance hearing or court trial. The family will have ten **(10)** business days to dispute the accuracy and relevance of the record in writing. If the Housing Commission does not receive the dispute within the allotted time, the family will be terminated.

20.4 ABANDONMENT

The Sault Ste. Marie Housing Commission will consider a unit to be abandoned when a resident has both fallen behind in rent and/or utilities **AND** has clearly indicated by words or actions an intention not to continue living in the unit.

When a unit has been abandoned, a Sault Ste. Marie Housing Commission representative may enter the unit and remove any abandoned property. It will be stored in a reasonably secure place. A notice will be mailed to the resident stating where the property is being stored and when it will be sold or otherwise disposed of. If the Sault Ste. Marie Housing Commission does not have a new address for the resident, the notice will be mailed to the unit address so it can be forwarded by the post office. Tenant will be charged a storage fee on a per day basis.

If the total value of the property is estimated at less than \$700, the Sault Ste. Marie Housing Commission will mail a notice of the sale or disposition to the resident and then wait thirty (30) calendar days. Family pictures, keepsakes, and personal papers cannot be sold or disposed of until thirty (30) days after the Sault Ste. Marie Housing Commission mails the notice of abandonment.

If the estimated value of the property is more than \$700, the Sault Ste. Marie Housing Commission will mail a notice of the sale or disposition to the resident and then wait thirty (30) calendar days before sale or disposition. Personal papers, family pictures, and keepsakes can be sold or disposed of at the same time as other property.

Any money raised by the sale of the property goes to cover money owed by the family to the Sault Ste. Marie Housing Commission such as back rent and the cost of storing and selling the goods. If there is any money left over and the family's forwarding address is known the Sault Ste. Marie Housing Commission will mail it to the family. If the family's address is not known, the Sault Ste. Marie Housing Commission will keep it for the resident for one year. If it is not claimed within that time, it belongs to the Sault Ste. Marie Housing Commission.

Within **30** days of learning of abandonment, the Sault Ste. Marie Housing Commission will either return the deposit or provide a statement of why the deposit is being kept.

20.5 RETURN OF SECURITY DEPOSIT

After a family moves out, the Sault Ste. Marie Housing Commission will return the security deposit within **30 calendar days** or give the family a written statement of why all or part of the security deposit is being kept. The rental unit must be restored to the same conditions as when the family moved in.

The Sault Ste. Marie Housing Commission will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail with first class postage paid within **30** calendar days.

20.6 DECEASED TENANT& EIV

The Sault Ste. Marie Housing Commission shall generate the EIV's Deceased Tenants Report monthly shortly before either the end of the month or creating rent statements to see if the system flags deceased residents. The Housing Commission shall review the report and follow up with any listed families immediately and take any necessary corrective action as set forth in PIH Notice 2010-9 or successor publications.

To protect the interests of the deceased tenants, relatives of the deceased tenant and the Sault Ste. Marie Housing Commission and its employees, the following procedure will be followed upon the death of a tenant.

- A. Upon notice of a tenant death, and there is no remaining family member in the unit, the apartment will be secured immediately by the Housing Commission by either changing the lock or by using a lock-out device to prevent unauthorized access to the unit.
- B. Upon securing the unit, the next of kin and/or a person designated by the tenant should be contacted.

- C. If the unit has not been entered within 48 hours, the Housing Commission will remove all spoilable food items from the refrigerator.
- D. If tenant's belongings are not removed within 30 days following the funeral, a formal inventory of belongings shall be conducted, paying close attention to items of extraordinary value, such as jewelry and crystal, purses, wallets, checkbooks, passbooks, credit cards, cash, filing systems, etc. Each party involved will sign the inventory and a copy maintained in the tenant's permanent records.
- E. Monies owed to the deceased tenant (security deposit, prepaid rent, etc.) will be remitted to the tenant's estate by mailing a check to the person known to be the administrator or the person named on the "Authorization to Enter Premises" form.

If it is a single member household, immediately visit the unit and determine if it is vacant or occupied by an unauthorized person. If improperly occupied, take immediate eviction actions under state law. If the property is occupied by a live-in-aide to the deceased person, the aide must move out immediately and is not eligible for continued occupancy or rental assistance.

22.0 ANTI-FRAUD POLICY

The Sault Ste. Marie Housing Commission is fully committed to combating fraud in its public housing program. It defines fraud as a single act or pattern of actions that include false statements, the omission of information, or the concealment of a substantive fact made with the intention of deceiving or misleading the Sault Ste. Marie Housing Commission. It results in the inappropriate expenditure of public housing funds and/or a violation of public housing requirements.

Although there are numerous different types of fraud that may be committed, the two most common are the failure to fully report all sources of income and the failure to accurately report who is residing in the residence. The Sault Ste. Marie Housing Commission shall aggressively attempt to prevent all cases of fraud.

When a fraudulent action is discovered, the Sault Ste. Marie Housing Commission shall take action. It shall do one or more of the following things depending on circumstances and what it determines appropriate:

- A. Require the resident to immediately repay the amount in question;
- B. Require the resident to enter into a satisfactory repayment agreement as set forth in a previous section of this Policy;
- C. Terminate the resident's tenancy;
- D. Refer the case for criminal prosecution; or
- E. Take such other action as the Sault Ste. Marie Housing Commission deems appropriate.

23.0 PUBLIC HOUSING GRIEVANCE PROCEDURE

23.1 RIGHT TO A HEARING

Upon the filing of a written request 21 days as provided in these procedures, a resident shall be entitled to a hearing before a Hearing Officer.

23.2 DEFINITIONS

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

- A. **"Grievance"** shall mean any dispute which a resident may have with respect to the Sault Ste. Marie Housing Commission's action or failure to act in accordance with the individual resident's lease or Commission regulations which adversely affect the individual resident's rights, duties, welfare or status. Grievance does not include any dispute a resident may have with the Commission concerning a termination of tenancy or eviction that involves any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Commission's public housing premises by other residents or employees of the Commission; or any violent or drug-related criminal activity on or off such premises. Nor shall this process apply to disputes between residents not involving the Sault Ste. Marie Housing Commission or to class grievances.
- B. **"Complainant"** shall mean any resident whose grievance is presented to the Sault Ste. Marie Housing Commission or at the development management office in accordance with sections 3.0 and 4.0 of this procedure.
- C. **"Elements of Due Process"** shall mean an eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:
 - 1. Adequate notice to the resident of the grounds for terminating the tenancy and for eviction;
 - 2. Right of the resident to be represented by counsel;
 - 3. Opportunity for the resident to refute the evidence presented by the Commission including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the resident may have; and
 - 4. A decision on the merits.
- D. **"Hearing Officer"** means an impartial person or persons selected by the PHA, other than the person who made or approved the decision under review, or a subordinate of that person. Such individual or individuals do not need legal training.
- E. **"Resident"** shall mean the adult person (or persons) other than a live-in aide:
 - 1. Who resides in the unit and who executed the lease with the Sault Ste. Marie Housing Commission as lessee of the premises, or, if no such person now resides in the premises,

2. Who resides in the unit and who is the remaining head of household of the resident family residing in the unit.
- F. **"Resident Organization"** includes a resident management corporation.
- G. **"Promptly"** (as used in section 3.0, and 4.0 (D)), shall mean within the time period indicated in a notice from Sault Ste. Marie Housing Commission of a proposed action which would provide the basis for a grievance if the resident has received a notice of a proposed action from the agency.

23.3 PROCEDURES PRIOR TO A HEARING

Any grievance shall be promptly and personally presented, either orally or in writing, to the Sault Ste. Marie Housing Commission office so that the grievance may be discussed informally and settled without a hearing. This must occur within five (5) business days of the occurrence or non-occurrence of the event. A summary of such discussion shall be prepared within fourteen (14) calendar days and one copy shall be given to the resident and one retained in the Commission's resident file. The summary shall specify the names of the participants, dates of the meeting, the nature of the proposed disposition of the complaint and the specific reasons therefor, and shall specify the procedures by which a hearing under these procedures may be obtained if the resident is not satisfied.

23.4 PROCEDURES TO OBTAIN A HEARING

A. REQUEST FOR HEARING

The resident shall submit a written request for a hearing to the Commissions office within five (5) business days from the date of the mailing of the summary of the discussion pursuant to section 3.0. The written request shall specify:

- A. The reasons for the grievance; and
- B. The action or relief sought.

B. SELECTION OF A HEARING OFFICER

A grievance hearing shall be conducted by an impartial person appointed by the Sault Ste. Marie Housing Commission other than a person who made or approved the action under review or a subordinate of such person, which in most cases may be the E.D.

23.5 FAILURE TO REQUEST A HEARING

If the resident does not request a hearing within five (5) business days, then the Sault Ste. Marie Housing Commission's disposition of the grievance under section 3.0 shall become final. However, failure to request a hearing does not constitute a waiver by the resident of the right thereafter to contest the Sault Ste. Marie Housing Commission's action in disposing of the complaint in an appropriate judicial proceeding.

23.6 HEARING PREREQUISITE

All grievances shall be promptly presented in person, either orally or in writing, pursuant to the informal procedure prescribed in section 3.0 as a condition precedent to a hearing under this Section. However, if the resident can show good cause why there was failure

to proceed in accordance with section 3.0 to the Hearing Officer, the provisions of this subsection may be waived by the Hearing Officer.

23.7 ESCROW DEPOSIT

Before a hearing is scheduled in any grievance involving the amount of rent as defined in the lease which the Sault Ste. Marie Housing Commission claims is due, the resident shall pay to the Sault Ste. Marie Housing Commission an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The resident shall thereafter deposit monthly the same amount of the monthly rent in an escrow account held by the Sault Ste. Marie Housing Commission until the complaint is resolved by decision of the Hearing Officer. Amounts deposited into the escrow account shall not be considered as acceptance of money for rent during the period in which the grievance is pending. In extenuating circumstances, the Sault Ste. Marie Housing Commission may waive these requirements. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure. However, failure to make payment shall not constitute a waiver of any right the resident may have to contest the Sault Ste. Marie Housing Commission's disposition of his grievance in any appropriate judicial proceeding.

If a grievance concerns the denial of a financial hardship exemption from the minimum rent requirement or the effect of welfare benefit reductions in the calculation of family income, the requirement for an escrow deposit is waived.

23.8 SCHEDULING OF HEARINGS

Upon the resident's compliance with this section the Hearing Officer shall promptly schedule a hearing for a time and place reasonably convenient to both the resident and the Sault Ste. Marie Housing Commission. A written notification specifying the time, place and the procedures governing the hearing shall be delivered to the resident and the appropriate agency official.

23.9 PROCEDURES GOVERNING THE HEARING

The resident shall be afforded a fair hearing, which shall include:

- A. The opportunity to examine before the grievance hearing any Commission documents, including records and regulations that are directly relevant to the hearing. The resident shall be provided a copy of any such document at the resident's expense. If the Sault Ste. Marie Housing Commission does not make the document available for examination upon request by the resident, the Sault Ste. Marie Housing Commission may not rely on such document at the grievance hearing.
- B. The right to be represented by counsel or other person chosen as the resident's representative and to have such person make statements on the resident's behalf;
- C. The right to a private hearing unless the resident requests a public hearing;
- D. The right to present evidence and arguments in support of the resident's complaint, to controvert evidence relied on by the Commission or development management, and to confront and cross examine all witnesses upon whose testimony or information the Sault Ste. Marie Housing Commission or development management relies; and
- E. A decision based solely and exclusively upon the facts presented at the hearing.

The Hearing Officer may render a decision without holding a hearing if the Hearing Officer determines that the issue has been previously decided at another hearing.

If either the resident or Commission fails to appear at a scheduled hearing, the Hearing Officer may postpone the hearing for up to five business days or determine that the missing party has waived their right to a hearing. Both the Sault Ste. Marie Housing Commission and the resident shall be notified of the Hearing Officer's decision. This decision shall not waive a resident's right to contest the disposition of the grievance in an appropriate judicial proceeding.

The following accommodation will be made for persons with disabilities:

- A. The Sault Ste. Marie Housing Commission shall provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations, or attendants.
- B. If the resident is visually impaired, any notice to the resident that is required by these procedures must be in an accessible format.

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

23.10 INFORMAL HEARING PROCEDURES FOR DENIAL OF ASSISTANCE ON THE BASIS OF INELIGIBLE IMMIGRATION STATUS

The participant family may request that the Sault Ste. Marie Housing Commission provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The participant family must make this request within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.

23.11 DECISION OF THE HEARING OFFICER

The Hearing Officer shall prepare a written decision, together with the reasons therefor, within fourteen (14) calendar days after the hearing. A copy of the decision shall be sent to the resident and the Sault Ste. Marie Housing Commission. The Commission shall retain a copy of the decision in the resident's folder

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

The decision of the Hearing Officer shall be binding on the Sault Ste. Marie Housing Commission who shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Sault Ste. Marie Housing Commission's Board of Commissioners determines at its next meeting, and promptly notifies the complainant of its determination, that:

- A. The grievance does not concern Sault Ste. Marie Housing Commission action or failure to act in accordance with or involving the resident's lease or Commission regulations, which adversely affect the resident's rights, duties, welfare or status;
- B. The decision of the Hearing Officer is contrary to applicable Federal, State, or local law, HUD regulations, or requirements of the Annual Contributions Contract between the Commission and the U.S. Department of Housing and Urban Development.

A decision by the Hearing Officer or Board of Commissioners in favor of the Sault Ste. Marie Housing Commission or which denies the relief requested by the resident in whole or in part shall not constitute a waiver of, nor affect in any manner whatsoever, any rights the resident may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

24. VAWA PROTECTION:

1. Purpose and Applicability: To implement the requirements of the Violence Against Women Act (VAWA) with respect to the responsibilities of the PHA regarding domestic violence, dating violence, sexual assault, and stalking. This policy shall be applicable to all of the federally subsidized housing programs administered by the Sault Ste. Marie Housing Commission and shall be part of the Public Housing Admissions and Continued Occupancy Policy (ACOP) by reference. Protections under this policy are available to all victims regardless of sex, gender identity, or sexual orientation and will be applied consistently with all nondiscrimination and fair housing requirements.

2. GOALS AND OBJECTIVES

- A. Maintaining compliance with all applicable legal requirements imposed by VAWA
- B. Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, sexual assault, and stalking
- C. Providing and maintaining housing opportunities for victims of domestic violence, dating violence, sexual assault, and stalking
- D. Creating and maintaining collaborative arrangements between the Sault Ste. Marie Housing Commission, law enforcement authorities, victim service providers and others to promote the safety and well-being of victims of actual or threatened domestic violence, dating violence, sexual assault, and stalking
- E. Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, sexual assault and stalking affecting individuals assisted by the Sault Ste. Marie Housing Commission.

3. DEFINITIONS

A. DOMESTIC VIOLENCE. —The term ‘domestic violence’ includes felony or misdemeanor crimes committed by a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction receiving grant funding and, in the case of victim services, includes the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or

solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who:

- (1) is a current or former spouse or intimate partner of the victim, or person similarly situated to a spouse of the victim;
- (2) is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
- (3) shares a child in common with the victim; or
- (4) commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction

B. Spouse or Intimate Partner - includes a person who is or has been in a social relationship of a romantic or intimate nature with the victim, as determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

C. Dating Violence - violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship is determined by the length of the relationship, the type of the relationship, and the frequency of interaction between the persons involved in the relationship.

D. Sexual Assault - is any type of sexual contact or behavior that occurs without the explicit consent of the recipient, including when the individual lacks capacity to consent

E. Stalking - engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for the person's individual safety or the safety of others, or suffer substantial emotional distress

F. Affiliated individual - with respect to an individual, means

- (1) a spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of that individual); or
- (2) any other person living in the household of that individual

G. Perpetrator - a person who commits acts of domestic violence, dating violence, sexual assault, or stalking against a victim.

H. VAWA Self Petitioner - refers to noncitizens who claim to be victims of “battery or extreme cruelty.” Battery or extreme cruelty includes domestic violence, dating violence, sexual assault, and stalking. VAWA allows these noncitizens to self-petition for Lawful Permanent Resident (LPR) status without the cooperation of or knowledge of their abusive relative.

I. ECONOMIC ABUSE.—The term ‘economic abuse’, in the context of domestic violence, dating violence, and abuse in later life, means behavior that is coercive, deceptive, or unreasonably controls or restrains a person’s ability to acquire, use, or

maintain economic resources to which they are entitled, including using coercion, fraud, or manipulation to:

- A) restrict a person's access to money, assets, credit, or financial information;
- (B) unfairly use a person's personal economic resources, including money, assets, and credit, for one's own advantage; or
- (C) exert undue influence over a person's financial and economic behavior or decisions, including forcing default on joint or other financial obligations, exploiting powers of attorney, guardianship, or conservatorship, or failing or neglecting to act in the best interests of a person to whom one has a fiduciary duty.

J. TECHNOLOGICAL ABUSE—The term 'technological abuse' means an act or pattern of behavior that occurs within domestic violence, sexual assault, dating violence or stalking and is intended to harm, threaten, intimidate, control, stalk, harass, impersonate, exploit, extort, or monitor, except as otherwise permitted by law, another person, that occurs using any form of technology, including but not limited to: internet enabled devices, online spaces and platforms, computers, mobile devices, cameras and imaging programs, apps, location tracking devices, or communication technologies, or any other emerging technologies.

4. NOTIFICATIONS PROVIDED

1. All applicants and tenants of the Sault Ste. Marie Housing Commission will be provided HUD-5380, "Notification of Occupancy Rights Under the Violence Against Women Act (VAWA)" and HUD-5382, "Certification of Domestic Violence, Dating violence, Sexual Assault, or Stalking and Alternate Documents" at the following times:
 - (1) at time of denial of assistance or admission
 - (2) at time of providing of assistance or admission
 - (3) at any eviction or termination
 - (4) at recertification or lease renewal
2. These forms will be provided in the applicable language, if necessary, in accordance with Executive Order 13166 (Improving Access to Services for Persons with Limited English Proficiency).

5. ADMISSIONS AND SCREENING

- A. Non-Denial of Assistance - The PHA will not deny assistance or admission to any person because that person is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, provided that such person is otherwise qualified for admission.
- B. Mitigation of Disqualifying Information
 - (1) An applicant for assistance whose history includes incidents in which the applicant was a victim of domestic violence, may request that the PHA take such information into account in mitigation of potentially disqualifying information, such as poor credit history or previous damage to a dwelling.

- (2) If requested by an applicant to take such mitigating information into account, the PHA shall be entitled to conduct such inquiries as are reasonably necessary to verify the claimed history of domestic violence and its probable relevance to the potentially disqualifying information.
- (3) The PHA will not disregard or mitigate potentially disqualifying information if the applicant household includes a perpetrator of a previous incident or incidents of domestic violence.

6. TERMINATION OF TENANCY OR ASSISTANCE

A. VAWA Protections

- (1) A tenant may not be denied tenancy or occupancy rights solely on the basis of criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking if
 - a. the criminal activity is engaged in by a member of the household of the tenant or any guest or other person under the control of the tenant and
 - b. the tenant or an affiliated individual of the tenant is the victim or threatened victim of such domestic violence, dating violence, sexual assault, or stalking.
- (2) An incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking shall not be considered as a serious or repeated violation of the lease by the victim or threatened victim or good cause for terminating the assistance, tenancy or occupancy rights of the victim or threatened victim of such incident.

B. Limitations of VAWA Protections

- (1) Nothing in the above section limits the authority of the PHA to comply with a court order with respect to the rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking, or the distribution or possession of property among members of a household.
- (2) Nothing in the above section limits any available authority of the PHA to evict or terminate assistance to a tenant for any violation not premised on an act of domestic violence, dating violence, sexual assault, or stalking. However, the PHA will not hold to a more demanding standard, a tenant or an affiliated individual who is or has been a victim of or domestic violence, dating violence, sexual assault, or stalking.
- (3) Nothing in the above section limits the authority of the PHA to evict or terminate from assistance any tenant or lawful applicant if
 - a. PHA can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from the assistance, and
 - b. no other actions that could be taken to reduce the threat have been successful, including transferring the victim to a different unit, barring the perpetrator from

the property, involving law enforcement, or seeking other legal remedies to prevent the perpetrator from acting on a threat.

7. VERIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING

A. Requirement for Verification. Subject only to waiver as provided in paragraph D below, the PHA shall require verification in all cases where an individual requests protection against an action involving domestic violence, dating violence, sexual assault, or stalking. Verification may be accomplished in one of three ways:

- (1) Completing HUD-5382, "Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking"
- (2) Other documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the side effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury that the incident or incidents in question are bona fide and meet the requirements of the applicable definition set forth in this policy.
- (3) Police or court record - provided to the PHA by federal, state, tribal, or local police or court record describing the incident or incidents in question.

A. Time Allowed. An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking, and who is requested by the PHA to provide verification, must provide such verification within 14 business days after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.

B. If the PHA receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), the PHA has the right to request that the tenant provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. Failure to provide third-party documentation where there is conflicting evidence will result in loss of protection under VAWA and this policy against a proposed adverse action.

C. Waiver of verification requirement. With respect to any specific case, the PHA may waive the above-stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in the sole discretion of

the Executive Director or President/CEO. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

8. NON-CITIZEN SELF-PETITIONER VERIFICATION

- A. Financial assistance to ineligible noncitizens will not be denied while verifying immigration status.
- B. Self-petitioners can indicate that they are in “satisfactory immigration status” when applying for assistance or continued assistance. “Satisfactory immigration status” means an immigration status which does not make the individual ineligible for financial assistance. After verifying such immigration status in the Department of Homeland Security (DHS) Systematic Alien Verification for Entitlements (SAVE) System, PHAs will make a final determination as to the self-petitioner’s eligibility for assistance.
- C. In order to qualify, the noncitizen victim must have been battered or subjected to extreme cruelty by their spouse or parent, who is a U.S. citizen or LPR (Lawfully Permanent Resident).
- D. Once a PHA receives a self-petition (INS Form I-360 or I-130) or INS Form 797, PHA will not request any additional information from the VAWA self-petitioner, other than what is required using the SAVE system to complete the verification.
- E. When a PHA receives a self-petition or INS Form 797 Notice of Action, the PHA will initiate verification in the SAVE System
- F. Final determination from the SAVE System. PHA will receive one of two confirmations:
 - (1) the VAWA self-petition is verified, in which case the applicant is immediately eligible for housing and no evidence of battery or extreme cruelty shall be requested or collected;
 - (2) the I-130 is verified, in which case the petitioner submitting a family-based visa petition must provide to the PHA any evidence of “battery or extreme cruelty.”
- G. Housing assistance and all other VAWA protections will be granted to the self-petitioner throughout the verification process until a final determination of LPR (Lawful Permanent Resident) status is made. If the final determination is to deny the VAWA self-petition or LPR petition, the PHA must alert the petitioner and take actions to terminate voucher assistance or evict the petitioner from public housing in accordance with the existing public housing requirements.

9. EMERGENCY TRANSFER PLAN

- I. Eligibility for Transfer - In accordance with the Violence Against Women Act (VAWA) the PHA allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit, regardless of sex, gender identity, or sexual orientation. The ability of the PHA to honor such request for tenants currently receiving assistance may depend upon:
 - A. a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether the PHA has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.
 - II. Requesting a transfer - To request an emergency, transfer the tenant shall notify the PHA office and submit a written request for a transfer (HUD-5383). The PHA will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:
 - a. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under the PHA's program; or
 - b. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.
- (1) The PHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. However, the PHA will act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit.
 - (2) If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit.
 - (3) If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. The PHA may be unable to transfer a tenant to a particular unit if the tenant cannot establish eligibility for that unit.
 - (4) In cases where the PHA determines that the family's decision to move out of the PHA housing was reasonable under the circumstances, the PHA may wholly or partially waive rent payments and any rent owed shall be reduced by the amounts of rent collected for the remaining lease term from a tenant subsequently occupying the unit.
 - (5) Portability - An HCV-assisted tenant will not be denied portability to a unit located in another jurisdiction so long as the tenant has complied with all other requirements of the Housing Choice Voucher program and has moved from the unit in order to protect the health or safety of an individual member of the household who is or has been the victim of domestic violence, dating violence,

sexual assault or stalking and who reasonably believes that the tenant or other household member will be imminently threatened by harm from further violence if the individual remains in the present dwelling unit.

- (6) If the PHA has no safe and available units for which a tenant who needs an emergency is eligible, the PHA will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move.
- (7) At the tenant's request, the PHA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

A. Safety and Security of Tenants

- (1) Confidentiality - The PHA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives the PHA written permission to release the information on a time limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person(s) that committed an act(s) of domestic violence, dating violence, sexual assault, or stalking against the tenant.
- (2) Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.
- (3) Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).
- (4) Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.
- (5) Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

10. OTHER REMEDIES

A. Lease Bifurcation

- (1) the PHA may bifurcate a lease; that is, remove a household member from a lease in order to evict, remove, terminate occupancy rights, or terminate assistance to that member who engages in criminal activity related to of domestic violence, dating violence, sexual assault, or stalking. In such a case, it does not matter that the perpetrator was a signatory to the lease and the victim is allowed to stay in the unit or on the program.

- (2) In removing the perpetrator from the household, the PHA will follow all federal, state and local eviction procedures.
 - (3) If the evicted person was the eligible person in the household, the remaining tenants will be given 90 days from the date of bifurcation of the lease to:
 - a. establish eligibility for the program they are currently under
 - b. establish eligibility under another program, or
 - c. find alternative housing
- B. Efforts to promote housing stability - The PHA will make every effort that is feasible and permissible to assist victims to remain in their units or other units of the PHA and/or retain assistance. The PHA will bear the cost of any transfer, where permissible.
- C. Relationships with service providers - It is the policy of the PHA to cooperate with organizations and entities, both private and governmental, that provide shelter and/or services to victims of domestic violence. If the PHA becomes aware that an individual assisted by the PHA is a victim of domestic violence, dating violence, sexual assault, or stalking, the PHA will refer the victim to such providers of shelter or services as appropriate. Notwithstanding the foregoing, this Policy does not create any legal obligation requiring the PHA either to maintain a relationship with any particular provider of shelter or services to victims of domestic violence or to make a referral in any particular case. The PHA's annual Public Housing Agency Plan shall describe providers of shelter or services to victims of domestic violence with which the PHA has referral or other cooperative relationships.

(Amended 9/2023)

COMMUNITY ROOM POLICY

The Community Rooms are available to serve the following purposes:

1. To serve as an extension of the residents' dwelling unit living space. It may be utilized by residents for activities such as birthday, anniversary or graduation parties, family reunions or other special family observances, not for profit club or organizational gatherings.
2. To serve as a meeting place for business meetings and other gatherings of the Resident Council, its committees and other related groups.
3. To provide facilities to other organizations which promote the health, education/training, welfare, recreation, employment or other activities for the residents of the Housing Commission.
4. To provide facilities for the Sault Ste. Marie Housing Commission Board Meetings or other meetings/activities sponsored by the Sault Ste. Marie Housing Commission.
5. To provide facilities for the City of Sault Ste. Marie for meetings/activities sponsored by them.

6. To provide facilities for other agencies/entities for meetings.

To insure economic and efficient use of the community room space, the following procedures shall apply:

1. Sault Ste. Marie Housing resident group activities shall have first priority on the use of the community space, at no charge. **A \$50.00 sanitizing fee AND a refundable security deposit of \$50.00 applies.** Group is responsible for clean-up.
2. Individual Sault Ste. Marie Housing Commission resident request for the use of community space for family or other social activities shall be in writing (this policy) and will be assigned on a first come first serve basis. **There is no rental fee but a \$50.00 sanitizing fee and a security deposit of \$50.00 (refundable after there has been confirmed no damage) is required.** Resident is responsible for clean-up.
3. Public Agency uses of the community space may be considered after written request (this policy) and approval by the Executive Director. If it is a Housing Commission sponsored meeting, no written request is required. **There is a \$50.00 sanitizing fee required and there is no charge for the rental.**
4. Temporary public, charitable, educational, or similar uses that are beneficial to the residents may be permitted **with a \$50.00 sanitizing fee**, upon written request, and approval by the Executive Director.
5. All rental activities shall be granted only after such fees are paid, a written agreement (this policy) that the Housing Commission assumes no responsibility for physical damage to the community space and contents and no risk of liability as a result of such activities. Any party utilizing the community space assumes total responsibility during the use of the facility. **An insurance binder listing the Sault Ste. Marie Housing Commission as a loss payee is required.**
6. Any parties requesting private use or use by not for profit clubs or organizations of which they are members, shall be responsible for cleanup and restoring the facilities to a neat and orderly condition after the function. Costs associated with clean-up, repair/replacement of damages beyond "normal wear and tear", or replacement of missing utensils, etc. shall be charged to the responsible resident and the security deposit will be applied.
7. **The following fee schedule shall apply to all rentals of the community space:**

Sault Housing Residents - per use rental rate	\$0
Public Agencies – per use rental rate	\$0
Sanitizing Fee – All renters	\$50
Public Rental - per use rental	\$100
Refundable Security/Damage Deposit	\$50
(to be refunded upon no findings of damage)	

8. Special Restrictions

- A. No alcoholic beverages or controlled substances (illegal drugs including marijuana) shall be permitted on the premises.

- B. All activities shall be concluded and community rooms cleaned, restored, and vacated no later than 10:00 p.m.
- C. No smoking shall be permitted in or on Sault Ste. Marie Housing Commission properties/buildings.
- D. Local ordinances regarding public nuisance and/or disturbances shall be strictly observed.

Adopted September 2022

RESIDENT ANTI-DRUG, ANTI-CRIME AND SECURITY POLICY

It is the policy of the Sault Ste. Marie Housing Commission to maintain crime and drug-free sites and to support federal, state and local laws that prohibit the manufacture, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance and to maintain sites that have good lighting and security to avert future criminal activity. Riverview Terrace and Arlington Towne Apartments have security systems that prevent entry by unauthorized persons along with security camera systems.

Any resident, member of their household, guest or other person under the resident's control found engaging in criminal activity that impairs the physical or social environment of the project, including drug-related criminal activity, on or off the premises, while the resident is a tenant in public housing, shall be cause for termination of tenancy. The term "drug related activity" means the illegal manufacture, sale, distribution, use, possession, or possession with intent to manufacture, sell, distribute, or use a controlled substance, as defined in Section 102 of the Controlled Substance Act (21 U.S.C. 802) which includes Marijuana, medical or otherwise.

Notwithstanding any other provision of law, the Sault Ste. Marie Housing Commission establishes standards for occupancy in public housing dwelling units that:

1. Permanently prohibits occupancy in any public housing dwelling unit by, and assistance under Section 8 for, any person who has been convicted of manufacturing, selling, distributing, possession of, or use, or otherwise producing methamphetamine on any premises in violation of any Federal or State law; and
2. Immediately and permanently terminate the tenancy in any public housing unit of, and the assistance under Section 8 for, any person who has been convicted of manufacturing, selling, distributing, possession of, or use, or otherwise producing methamphetamine on any premises in violation of any Federal or State law.

Any resident, member of their household, guest or other person under the resident's control found engaging in alcohol abuse, or pattern of alcohol abuse, that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or Housing Commission employees, including contract workers, will have their tenancy terminated.

Any resident or member of their household fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of the State of New Jersey, is a high misdemeanor or violating a condition of probation or parole imposed under Federal or State law are grounds for tenancy termination and eviction of the household.

Sex offenders have a lifetime prohibition against receiving assistance through the public housing program if required to have ever had to registrar under a State sex offender registration program.

A tenancy can be terminated and the household evicted when the tenant, any member of the tenant's household, guest or other person under the tenant's control engages in the prohibited criminal activity, drug related criminal activity, or alcohol abuse.

Evictions are civil, not criminal matters. **To terminate a lease and evict a tenant, a criminal conviction or arrest is not necessary and the Housing Commission need not meet the criminal standard of "proof beyond a reasonable doubt" in eviction proceedings. Criminal activity is cause for eviction even in the absence of conviction or arrest. The tenant is not entitled to a grievance hearing in evictions arising from criminal activity, including drug related criminal activity.**

Any drug related or criminal activity will be treated as a serious violation of the material terms of the lease. **The Sault Ste. Marie Housing Commission has a zero tolerance policy with respect to violations of lease terms regarding criminal and illegal drug activity WHICH INCLUDES MARIJUANA, MEDICAL OR OTHERWISE.**

The Sault Ste. Marie Housing Commission will work with the community, residents and agencies, including law enforcement agencies, to keep public housing crime and drug free and to develop a strategy should a drug problem occur. Part of the strategy would be to seek grants to provide education or other assistance to residents.

Prepared and amended in accordance with the Occupancy Provisions of the Housing Opportunity Program Extension Act of 1996, HUD Notice PIH 96-27(HA), H.R. 4194 and 24 CFR Parts 5, et al, effective June 25, 2001 and February 10, 2011 regarding Medical Marijuana

Adopted December 2016

Adopted/Revised September 15, 2022

SAULT STE. MARIE HOUSING COMMISSION SATELLITE DISH INSTALLATION PROCEDURES

1. Written approval from the Executive Director is required, prior to installation.
2. Dish must be installed by a qualified installer, preferably employed by the Satellite Dish vendor.
3. Under no circumstances may a dish be attached to any Housing Commission buildings, trees, porch, walkways or front lawns.
4. Dish must be installed on a pole, provided by the Satellite Dish vendor, with all wires to the home buried.
5. Location of the dish shall be in the rear or side lawn and as close as possible to the home.
6. The Housing Commission will inspect the dish after installation for final approval.
7. The dish and all connecting wires must be removed by the resident upon move-out.

Dated: March 15, 2005

Sault Ste. Marie Housing Commission

No Smoking/No Tobacco & No Burn Policy

As required by HUD, the Sault Ste. Marie Housing Commission is hereby adopting a policy to forbid smoking or use of tobacco products and lit candles in all of its structures and **within 25 feet** of a Sault Ste. Marie Housing Commission owned structure. It does not prohibit smoking or use of tobacco products by public housing residents. It just states where they cannot smoke or use tobacco or use candles in the dwelling units. By HUD regulations all Public Housing must be smoke free by **July 30, 2018.**

A. PURPOSE:

This policy was developed to:

1. Protect tenants from the medical hazards of second hand smoke;
2. Protect lives and property from fires due to smoking accidents and unattended candles; and
3. Reduce turnover costs associated with smoke damage in our residential units.

B. DEFINITIONS:

Prohibited tobacco products and lit candles. Items that involve the ignition and burning of tobacco leaves, such as (but not limited to) store bought or hand-rolled cigarettes, cigars, and pipes. This includes water pipes and/or hookahs.

Restricted areas. Smoking/tobacco and candles are not allowed in any public housing living units and other interior areas. Interior areas include, but are not limited to, hallways, rental, and administrative offices, maintenance facilities, community centers, day care facilities, laundry facilities, and similar structures. Smoking/tobacco is also prohibited **within 25 feet** of public housing and other Sault Ste. Marie Housing Commission owned structures.

Covered individuals. This policy covers not only everyone living on the property, but also all guests and visitors. Each resident is responsible for his or her guests or visitors. Violations of this policy by an aide, guest or visitor will be considered to have been made by the resident(s) head of household.

C. THE POLICY:

Beginning **April 1, 2018**, no tobacco products or lit candles will be allowed in or on the Sault Ste. Marie Housing Commission (all public housing living units and other interior areas. Interior areas include, but are not limited to, hallways, rental, and administrative offices, maintenance facilities, community centers, day care facilities, laundry facilities, and similar structures. Smoking/tobacco is also prohibited **within 25 feet** of public housing and other Sault Ste. Marie Housing Commission owned structures). Residents, aides, visitors, and guests are all covered by this policy. Any costs incurred by the Sault Ste. Marie Housing Commission due to a violation of this policy by a resident, an aide, visitor, or guest shall become the financial obligation of the resident.

D. PHASE-IN PERIOD:

All residents will need to sign a new lease or lease addenda incorporating this policy into the lease and sign a form attached to the end of this acknowledging their understanding of the No Smoking/tobacco & Candles Policy by **April 1, 2018**.

While the policy takes effect **April 1, 2018**, the Sault Ste. Marie Housing Commission urges its smoking/tobacco residents to begin their transition to a smoke-free life as soon as possible. The Sault Ste. Marie Housing Commission recognizes that quitting smoking/tobacco is a difficult task and urges its residents to give themselves as much time as possible to make the transition.

Residents living in the property when this policy is adopted, have time to make the transition until **July 30, 2018**. This will not be the case for smokers admitted after the effective date of this policy. The fact that one smokes is not a valid reason for rejecting an applicant for public housing. However, smokers admitted after the effective date of this policy are expected to comply with the policy immediately upon their admission to public housing.

E. REASONABLE ACCOMMODATION REQUESTS:

An addiction to nicotine or smoking/tobacco is not a disability.

F. PENALTIES FOR VIOLATING THIS POLICY:

If a resident, aide, visitor or guest violates this policy the following penalties shall be enforced:

First Offense	Verbal/Written Warning
Second Offense	\$100 fine
Third Offense	\$250 fine
Fourth Offense	Notice to Quit (Eviction)

All penalties assessed against a resident will be documented in the resident's file.

G. DISCLAIMER:

The Sault Ste. Marie Housing Commission's adoption of this policy does not change the standard of care it has for the dwelling units or common areas. The Sault Ste. Marie Housing Commission specifically disclaims any implied or express warranties concerning the air quality in either the dwelling units or common area. There is no warranty or promise that the air will be smoke free.

BEDBUG POLICY & PREVENTION

The Sault Ste Marie Housing Commission recognizes the potential problems that can arise out of bedbug infestations in public housing. Accordingly, the Sault Ste Marie Housing Commission adopts this policy in an effort to minimize bedbug infestations in its public housing, and Housing Choice Voucher Program.

HOUSING COMMISSION'S RESPONSIBILITIES

A. Management

1. The Sault Ste Marie Housing Commission shall provide training to appropriate staff members regarding the identification, prevention, and eradication of bedbugs.
2. The Sault Ste. Marie Housing Commission shall make efforts to educate new and existing residents on methods that may be utilized in order to prevent and detect bedbugs.
3. The Sault Ste. Marie Housing Commission may keep a qualified pest control company under contract so they can be called on an "as needed" basis if internal staffs are inadequate to deal with a bedbug infestation.
4. The Sault Ste. Marie Housing Commission shall keep written records of reports and incidents of bedbug infestation. Said records shall identify the dates, times and places of such reports or incidents.

B. Inspections

1. If a resident reports the existence of bedbugs in his or her unit, the Sault Ste Marie Housing Commission shall within 24 hours make contact with the resident, provide the resident with information about control and prevention of bedbugs and discuss measures the resident may be able to take in the unit before an inspection is performed.
2. Following a report of bedbugs, the Sault Ste Marie Housing Commission or a qualified third party trained in bedbug detection shall inspect the dwelling unit to determine if bedbugs are present. It is critical that inspections be conducted by trained staff or third-party professionals. Low level infestations may escape visual detection. For this reason, multiple detection tools, such as monitors containing attractants and canine detection may be utilized. The inspections shall occur within three business days of the resident report when possible.
3. The inspection shall cover the unit reporting the infestation and no less than the adjoining apartment in a duplex or surrounding apartments consisting of the units above, below, left and right in a multifamily building if these units exist.
4. If the initial inspection confirms the presence of bedbugs, the Sault Ste Marie Housing Commission will contact a licensed pest control company to treat the infestation. The length, method and extent of the treatment will depend on the severity and complexity of the infestation, and the level of cooperation of the residents. The resident may expect treatment to begin within five days of the inspection, though depending on the form of treatment and/or the availability of the contractor, this may not be possible. Residents should be advised that treatment may take several weeks and possibly several applications.
5. If an infestation is suspected but cannot be verified, the Sault Ste Marie Housing Commission will re-inspect the unit(s) periodically over the next several months.
6. If licensed pest control companies are unattainable within three calendar days, the Sault Ste Marie Housing Commission shall retain documentation of the efforts to obtain qualified services.

C. Additional Considerations

The Sault Ste. Marie Housing Commission will not charge a resident to cover the cost of bedbug treatment; such costs shall be covered by the Sault Ste Marie Housing Commission. The only exception to this rule is if material supplied by the Sault Ste Marie Housing Commission to the resident to combat bedbugs or the possibility of bedbugs is lost or damaged due to an action by a resident or his or her guest. If the resident does not

adhere to the procedures as required by the policy and the pest control company the Sault Ste. Marie Housing Commission can terminate the lease and charge the resident for any additional treatment.

RESIDENT RESPONSIBILITIES

1. Under the terms of the Sault Ste Marie Housing Commission's standard lease agreement, residents are required to "report any problem with infestation." Accordingly, residents are strongly encouraged to report any suspected problems with bedbug infestation immediately. Residents are the first line of defense against bedbugs. Further, any willful failure on the part of a resident to report a bedbug infestation may result in adverse action taken against the resident, up to and including eviction. A resident reporting bedbugs may expect expeditious response and attention by the Sault Ste Marie Housing Commission, but should be advised that inspection and, if necessary, treatment of bedbugs may take time to schedule.
2. Since clutter is a friend of bedbugs, residents will keep clutter in their homes to an absolute minimum.
3. Residents are required to cooperate with the treatment efforts by allowing for heat treatment of clothing and furniture and refraining from placing infested furniture or other items in common areas such as hallways. Residents will not be reimbursed the cost of any additional expense to the household, such as the purchase of new furniture, clothing or cleaning services.
4. Residents can easily unintentionally bring bedbugs onto the property when returning from a trip or bringing property into their homes. Therefore, residents will check their luggage and clothes whenever they return home from taking a trip and examine any secondhand items before bringing them home.

PREVENTION AND SAFE REMOVAL OF BEDBUGS

Bedbug infestations have become a serious problem in housing throughout the country. Public Housing properties are not immune to infestations; anyone or any home can get bedbugs. Bedbugs live on human and animal blood and typically hide and live in cracks and crevices in dark and undisturbed locations close to their hosts. They can live for long periods of time and although visible to the naked eye, they may be difficult to detect.

Bedbug Prevention Action Plan

- Inspect in and around sleeping and resting areas at home once a month.
- Look for signs of bedbug activity, active infestations will have fecal spotting, live or dead bedbugs, shed skins and bedbug eggs.
- Avoid used furniture and mattresses, especially discarded furniture and mattresses. Used furniture and refurbished mattresses may have bedbugs and bedbug eggs that are difficult to see.
- Inspect for the signs of bedbugs when traveling away from home. Look for live or dead bedbugs, shed bedbug skins or bedbug eggs and fecal spots on mattresses, clothing or dark cracks and crevices. Wood, metal or plastic furniture, sofas, chairs, tables and many other items may be infested with bedbugs.
- If contact with an active bedbug infestation is suspected away from home, segregate and isolate in sealed plastic bags any exposed luggage, clothing and personal effects until inspection and decontamination can be completed.

- Bedbugs prefer to live in cracks and crevices in areas like baseboards, moldings, window/door frames, and cracks/seams in walls and furniture, especially headboards and bed frames and screw holes.
- Seal baseboards, cracks, crevices, heat, plumbing and electrical services shared between apartments with pest-proofing sealants.
- Encase mattresses and box springs. Seal box springs in an appropriate zippered encasement to prevent bedbugs hiding inside from escaping; this location is commonly affected in bedbug infestations and yet difficult to inspect.
- Thoroughly vacuum apartment, furniture and all belongings and use crevice tools and other attachments where feasible. Place the contents of the vacuum in a tightly sealed disposable bag and remove.

EARLY DETECTION IS CRITICAL Early identification and reporting of infestations by residents to building management and neighbors limits the spread of bedbugs. As soon as possible contact Sault Ste. Marie Housing Commission. Report the suspected activity as soon as possible. The longer you wait the more likely the problem is to spread and the more difficult and costly it will be to control. **DO NOT REMOVE ANY ITEMS ON YOUR OWN!** **MAINTENANCE WILL ENCASE AND DISPOSE.** Removal on your own will spread the infestation.

Bedbug Removal Action Plan

A licensed contractor will be contacted immediately upon the confirmation of bed bugs.

These procedures are the responsibility of the property owner or agent.

Your property will be treated on: **Date:** _____ - _____ -20____

PLEASE DO THE FOLLOWING TO PREPARE YOUR PROPERTY BEFORE TREATMENT:

- DO NOT remove infested materials from the affected area.
- DO NOT apply any over-the-counter pesticides in the affected area.
- DO NOT disassemble beds and frames. This will be done by the Guardian technician.
- DO NOT remove headboard. This will be done by the Guardian technician.
- DO NOT empty kitchen cabinets.
- Articles of clothing should be hung on hangers, so the heated air can pass through them.
- Remove hazardous, combustible and/or flammable materials such as aerosol cans, carbonated beverages, compressed gas cans, fire extinguishers, oxygen bottles, gasoline, oil, propane, butane lighters and firearms, etc.
- Fans will be used to circulate the heated air throughout the treated area, therefore, remove any loose items (i.e., papers) that may drift around by air movement.
- Remove all heat susceptible, easily melted materials such as: soap, candles, lipsticks, plants, heirlooms/one-of-a-kind items and any valuable items that might be damaged by a temperature of 140° for approximately six hours.
- Open all luggage and duffle bags in the affected area.
- Roll up area rugs, loose floor coverings and place against wall.
- Unplug electrical devices like TV's, computers, stereos, etc. Keep the refrigerator plugged in.
- Affixed artwork should be carefully removed from walls and placed vertically on the floor.
- Remove pets and fish tanks.
- Remove all electric outlet and switch covers.
- _____
- _____

AFTER TREATMENT:

- Wash and hot dry bedding items and other items not hung on hangers.
- Place clothing and other materials worn or carried out of treatment area on day of treatment

or not hanging in dryer, and run on high heat for 30 minutes to one hour.

- DO NOT plug in electronic devices until they are cool to the touch.
- Return plants, pets and fish tanks to treated area when treated area has returned to normal room temperature.
- We recommend the use of fabric mattress and box spring encasements (available through Guardian), especially if re-infestation is a concern.
- Thoroughly vacuum mattress and box spring (pay particular attention to voids, seams, and folded areas), then place vacuum contents in a plastic bag, seal and discard bag outside the building.
- Clean children's toys with warm, soapy water.

CONDITIONS CONDUCTIVE TO RE-INFESTATION:

- Re-introducing infested materials removed prior to heat treatment.
- Staying at or visiting locations that have infestations.
- The introduction of second-hand furniture or clothing to the premises.
- Guests that are experiencing bed bug infestations.

IMPORTANT: OCCUPANT MAY BE RESPONSIBLE FOR PAYMENT OF FUTURE TREATMENTS IF THE ABOVE PREPARATION STEPS ARE NOT FOLLOWED AS DIRECTED.

Re-inspection of infested structures and sites will be done about 10-14 days after any initial treatment, and (if needed) again about 10-14 days later, to detect, and to precisely target the treatment (if needed) of any continued infestation

Carefully reintroduce cleaned items. Isolate and contain items that have been properly cleaned, laundered or heat treated. Heavy duty plastic bags or air tight containers may be used for this purpose. Clear bags and containers are preferable.

NEVER USE THE FOLLOWING PRODUCTS FOR BEDBUG TREATMENT:

Insecticide “bombs”, total release foggers, camphor, kerosene, diesel, gasoline, alcohol or other similar products. These products can cause serious health problems. They are dangerous if misused and can cause fires and explosions. These products are not appropriate for bedbug management.

SAULT STE. MARIE HOUSING COMMISSION

PUBLIC HOUSING HANDBOOK

Adopted/revised December 19, 2024
Effective: January 1, 2025



608 Pine Street / P.O. Box 928 • Sault Ste. Marie, Michigan 49783
PHONE 906/635-5841 • FAX 906/635-9500 • TDD No. 1-800-545-1833 Ext. 429 • www.saulthousing.com

WELCOME TO YOUR NEW HOME

We are very glad to have you with us and sincerely hope you will be happy in your new home. Please feel free to come to the office for assistance in answering any questions you may have regarding the policies of this Commission.

Each site is a community and will remain a good community only if the residents cooperate with the policies and regulations that have been designed for the benefit of everyone. This booklet explains what you and your neighbors can expect of the Sault Ste. Marie Housing Commission and what we, in turn, expect of you. These guidelines are a part of your Lease, so please read them carefully.

Our office is open Monday through Friday from 9:00 a.m. to 5:00 p.m. with lobby hours of Monday through Friday of 9:00 a.m. to 4:00 p.m. If you are experiencing a problem or have a question concerning the rules of occupancy, please call so we may discuss it.

Also, visit our website www.saulthousing.com for downloadable forms, updates, monthly newsletter, tenant reference documents, community resources and announcements!

Sincerely,

Candy Seward-Farstad, PHM
Executive Director

WHAT YOU MAY EXPECT FROM THE COMMISSION

The Commission will:

1. Execute a Lease Agreement with you that states what you and the Commission agree to do so long as you are a tenant;
2. Supply your home with utilities, as provided in the Lease;
3. Make necessary repairs and improvements when needed;
4. Work with agencies that will offer health, educational, job training or other services to you;
5. Counsel with you to resolve special problems;
6. Enforce the Dwelling Lease Agreement, Admission & Continued Occupancy Policy, Public Housing Handbook, and other policies and procedures of the Sault Ste. Marie Housing Commission.

WHAT THE COMMISSION EXPECTS OF YOU

You will:

1. Know and accept the responsibilities agreed to by you in your Dwelling Lease Agreement, Admission & Continued Occupancy Policy, Public Housing Handbook and other policies and procedures of the Sault Ste. Marie Housing Commission;
2. Pay your rent and other charges promptly on the first of each month;
3. Cooperate with Management and neighbors for your mutual interest and contentment - be a good neighbor;
4. Use appliances and utilities carefully and take good care of your home and yard;
5. Use your dwelling unit as a private dwelling unit, requesting permission from the Housing Commission if you would like to use it for other purposes.
6. It is **highly recommended** that you obtain a renters insurance policy to cover your personal contents. SOME auto insurance companies offer a policy that is included in the cost with your vehicle insurance. THE SAULT STE. MARIE HOUSING COMMISSION IS ONLY RESPONSIBLE FOR THE UNIT – NOT ANY PERSONAL CONTENTS. This includes tenant owned items stored in the basement.

RULES OF OCCUPANCY

Due to the nature of the housing development, it is of the utmost importance that these homes be kept in the best possible condition at the very lowest cost. This means you must take care of the unit inside and outside. We expect you, your household and your guests to refrain from damaging the premises or causing a disturbance. We also expect your home and yard, including any landscaping, to be neat and clean. Cooperation between you and Management is the only way this can be achieved.

SMOKE DETECTORS / CO DETECTORS AND SAFETY

Your home is provided at least one hard wired smoke detector and a CO₂ detector. Please use your bathroom and kitchen fans so steam and smoke do not cause the detector to go off - you may have to keep the bathroom door closed for a few minutes after a shower until the steam clears out.

You are responsible to maintain and test the smoke detector monthly and promptly report a broken or malfunctioning smoke detector to the Housing Commission for replacement, if needed. Tenants who fail to maintain the detector in proper working condition may be found in breach of the lease, which could result in eviction. At least once a month, test the detector(s) by pressing the button.

UNDER NO CIRCUMSTANCES SHOULD THE SMOKE DETECTOR BE DISCONNECTED!

Tenants who disconnect the smoke detector are violating the health and safety sections of their lease and are subject to eviction. By disconnecting the smoke detector, you have placed your family and neighbors at risk should there be a fire. Tenants who fail to maintain the detector in proper working condition may be found in breach of the lease, which could result in eviction.

It is important you keep your unit neat, clean and free from debris and clutter to help prevent fire from starting or spreading. You are responsible for keeping your home safe.

KEYS

One key is furnished with each Lease for the elderly units. Two keys are furnished with each Lease for the family units. Should you lock yourself out of your apartment/home, you will be charged a maintenance fee to unlock your door, regardless of the time of day it occurs. All keys to the unit are to be returned to the Management Office when vacating. There will be a charge for each replaced or unreturned house key or mailbox key. If keys are not returned to the Commission at move-out, the Commission will replace the locks at a charge to the Tenant.

LEASE

You have signed a Lease with the Sault Ste. Marie Housing Commission. This is a legal document enforceable in a Court of Law, if necessary. It clearly states the amount of your rent and that it is due on the first of the month. It also explains payment for work orders for repairs beyond normal wear and tear. It contains the conditions under which you occupy your home. If

you fail to abide by the conditions contained in your Lease or Commission Policies, the Housing Commission will terminate your Lease and evict you.

We suggest you read your Lease carefully. If there is anything that is not clear, ask us. Policies and your Public Housing Handbook become a part of your Lease Agreement through reference.

FRAUD

The Sault Ste. Marie Housing Commission takes the position that any person who obtains or attempts to obtain or who establishes or attempts to establish eligibility for, and any person who knowingly or intentionally aids or abets such person in obtaining or attempting to obtain or in establishing or attempting to establish eligibility for any public housing or a reduction in public housing rental charges or any rent subsidy or payment from a resident in connection with public housing to which such person would not otherwise be entitled, by means of a false statement, failure to disclose information, impersonation, or other fraudulent scheme or device shall be guilty of a fraud.

The U.S. Department of Housing & Urban Development and the Sault Ste. Marie Housing Commission consider the misrepresentation of income and family circumstances to be a serious lease and policy violation, as well as a crime, and will take appropriate action if fraud is discovered. Specifically:

1. An applicant family who has misrepresented income or family circumstances may be declared ineligible for housing assistance.
2. If any examination of the tenant's file discloses that the tenant made any misrepresentation (at admission or at any recertification or interim review) which resulted in his/her being classified as eligible when in fact he/she was ineligible, the resident may be required to vacate the apartment even though he/she may be currently eligible.
3. A tenant family who has made a misrepresentation of income or family circumstances is subject to both eviction and being declared ineligible for future housing assistance.
4. If it is found that the tenant's misrepresentations resulted in his/her paying a lower rent than he/she should have paid, the difference between rent paid and the amount that should have been paid will be charged to tenant. This amount shall be paid whether or not the tenant remains in occupancy. Failure to pay under terms established by the Sault Ste. Marie Housing Commission shall always result in lease termination and eviction of the family. The Sault Ste. Marie Housing Commission reserves the right to demand full payment within seven (7) days.
5. Unauthorized persons exceeding the 14 days limit as set forth and living in the household is considered fraudulent and WILL jeopardize your families housing!
6. Not utilizing the leased unit as their principal residence. If tenant is found to not be living in leased unit, tenancy will be terminated immediately.
7. **THE BASEMENT IS NOT A SLEEPING SPACE! ACCORDING TO LOCAL FIRE CODES AND HOUSING RULES, THE BASEMENT IS NOT TO BE USED FOR ADDITIONAL SLEEPING OR BEDROOM SPACE! Mattresses and/or beds**

will be construed as being used as sleeping area and tenant will be notified as such and be required to remove it. This is a fire/safety violation.

ANNUAL INSPECTION & CARE OF YOUR UNIT

Each year the Housing Commission performs a required routine inspection of your unit during reasonable working hours. At least two days before this inspection, you will receive a letter from us specifying the date, time and purpose of our visit. It is recognized that in performing systematic routine inspections, the date and time specified in the notice may be approximate.

During this inspection, we will be checking for items that require routine maintenance, damage beyond normal wear and tear, and poor housekeeping. Remember, when maintenance is required, it is your responsibility to contact the office to schedule the repair. If damage beyond normal wear and tear exists or there is evidence of poor housekeeping, you may be scheduled for regular housekeeping inspections or your lease may be terminated. Living in public housing is a privilege and we expect you to take good care of your home inside and out.

Tenants are expected to care for their unit and yard so they are well maintained and a source of pride to the community. Both the Tenant and Management have a responsibility to maintain the premises in a clean, safe and sanitary manner. This can only be achieved through cooperation and respect for the premises.

Damage to the units and poor housekeeping are very costly to the Housing Commission. We all have an obligation to hold costs down. This will allow us to provide a safe, clean and comfortable home to all tenants. When maintenance employees are repairing damage to units beyond normal wear and tear, they are unable to perform preventative and routine maintenance to keep the buildings in good repair.

In the event that the Tenant and all adult members of his household are absent from the premises at the time of entry, Management shall leave on the premises a written statement specifying the date, time and purpose of entry prior to leaving the premises.

DAMAGES

You will be charged for damages beyond normal wear and tear. Examples of normal wear and tear include:

- *burner replacement on your stove
- *washer replacement on faucets
- *replacement of brittle tile
- *leaky faucets/toilets

Examples of BEYOND normal wear and tear include:

- *broken, torn or missing screens
- *broken windows or locks
- *holes in walls, doors or ceilings, or damage to corners on walls
- *broken or missing towel racks, toilet paper holders, etc.
- *broken or missing light globes (including front & rear exterior globes)
- *Split doorjambs
- *Broken/split refrigerator door liner, split gaskets and broken or missing rails
- *Damaged roofs from children climbing onto them

- *Holes in yards from children digging in the soil, at curbside from driving automobile over the grass, damaged trees and bushes
- *damaged grass from snow plowing
- *graffiti – writing or drawing on buildings or elsewhere on the site
- *plugged toilet, sink or tub
- *Stained carpet/flooring or evidence of burn marks or other damage

Nothing is to be screwed, nailed, or mounted in any way to any buildings or sheds.

In all cases, the tenant is responsible for broken windows and screens. Like any other citizen, the tenant has the right to go to Small Claims Court to obtain a judgment to recover payment for windows, etc. damaged by your neighbor.

CHARGES TO THE TENANT WILL INCLUDE THE COST OF LABOR, MATERIALS AND MILEAGE AT THE IRS APPROVED RATE.

PLUMBING, PLUGGED TOILET, SINK OR TUB

All units are supplied with a low flow showerhead, low flow aerators on bathroom and kitchen taps, and a low flow toilet. These water saving devices may appear to interfere with water pressure – they control the amount of water leaving the showerhead or sink faucet to save on expensive water/sewer costs.

Low flow toilets require some care and caution with use. Excessive amounts of toilet tissue or waste may cause the toilet to plug. Holding the toilet handle down during the flush will provide a little more water to help empty the toilet. Sometimes a “*courtesy flush*” during use may be helpful in avoiding the cost of a service call.

Nothing should be placed in the toilet except waste and toilet tissue. Under no circumstances are wet wipes, sanitary pads, tampons or Q-Tips to be flushed down the toilet. Wrap used pads tightly and place in the garbage. Disposable diapers should be wrapped tightly and tossed in the garbage.

All residents are encouraged to obtain a plunger in an attempt to save the cost of a service call.

Please do not allow anything to go down the sink or tub drain except water. Hair, food and grease all eventually plug the drain pipe and result in the cost of a service call to you.

ANIMALS

The Housing Commission has adopted an Animal Policy that allows, with prior approval, a family to have up to two animals – a dog, cat, bird, hamster, gerbil, guinea pig, or fish with an aquarium not to exceed 40 gallons. There is an administration fee and a monthly charge for this privilege. Animals must be spayed or neutered, receive inoculations, and be licensed as required by ordinance. No animal may be tied up outdoors – they must be walked on a leash and animal owners are responsible for disposing of animal waste. Refer to the Animal Policy for a complete description of requirements. **IF ANY ANIMAL IS FOUND IN THE UNIT BEFORE WRITTEN PERMISSION IS GRANTED A TENANT WILL BE FINED \$25.00 AND**

REQUEST MAY BE DENIED. FUTURE REQUESTS CAN BE SUBMITTED FOLLOWING A 6 MONTH PERIOD.

SMOKE FREE POLICY

The Housing Commission has adopted a No Burn/No Smoking/No Tobacco Policy per HUD requirements. Tenants, household members and their guests may not smoke in any part of these buildings, including apartments or anywhere on Housing property. You must be 25 feet from the properties or on City property.

PLAYGROUND EQUIPMENT and WADING POOLS

Some of our family sites have been provided playground equipment for the children. We expect this equipment to be used in the manner it was intended. Children, who misuse the equipment, bully other children, swear, and fail to use good manners or litter the site with trash, clothing, toys, etc. may be banned from the playground. Clothing and toys left at playgrounds are subject to disposal by Management.

Remember, as parents you have the responsibility to teach your children respect for people and property.

The Housing Commission does not permit tenant installation of playground equipment with moving parts on the premises. **Due to liability, swimming pools of all types and sizes, trampolines, and bouncy houses are not allowed.**

WASHERS & DRYERS / AIR CONDITIONERS

FAMILY AND JAMES TERRACE

The Housing Commission must inspect washers and dryers after installation. Appliances must be properly grounded and dryers must be vented to the outside to alleviate a potential fire hazard. After installation, call the office for a convenient time to perform this inspection.

The Housing Commission must inspect ALL tenant installed air conditioning units to insure proper installation.

RIVERVIEW TERRACE & ARLINGTON TOWNE APARTMENTS

Coin-operated appliances are provided for your convenience, not for your guests or others. Report any problems promptly to the phone number posted on the wall/and or advise Management you've called. Do not overload either the washers or dryers as this causes breakdowns, and please leave the appliances and laundry room clean. Wipe the appliances down with a damp cloth and remove lint from the dryers. Lint not only interferes with the efficient operation of the dryers, but also poses a potential fire hazard.

Portable washer/dryer units are not permitted in tenant apartments at Riverview Terrace and Arlington Towne Apartments.

There are no set laundry room hours of operation.

TELEVISIONS, STEREOS, VIDEO GAMES, ELECTRONIC DEVICES, AND GATHERINGS

Almost everyone has a device that plays music, and most tenants have televisions, computers, and such devices. Everyone has the right to peace and quiet, so please keep the volume at a point where it will not annoy your neighbors. This also applies to visitors and parties. Please be especially considerate of neighbors during the late evening hours. We expect the sites to be quiet after 10:00 p.m. (City noise ordinance as well). During the work week or school months, the site should be quiet earlier so everyone can get the rest they need to function at a high level. **If there is a disturbance on-site, at any hour, report it to the Police Department so they may take appropriate action.** Report it to the Housing Commission the next regular workday. The tenants determine the atmosphere of their site. If there are parties, screaming, swearing, unsupervised children, etc. we want to know about it so appropriate action can be taken. We want you to be able to raise your children in a positive environment. **Help us help you and report problems to the office promptly.**

SATELLITE DISH

Tenants must receive written approval **prior** to installation of a satellite dish. The Housing Commission has a written installation procedure that must be adhered to. Under no circumstances may a satellite dish be attached to any Housing Commission building, tree, porch, walkway or front lawn area. Installation must be performed by a qualified installer, preferably employed by the satellite dish vendor directly or contracted by them.

CABLE

One cable television hook-up is supplied in each living room. Additional cable hook-ups must be installed by a professional from the cable company in consult with the Housing Commission. The Housing Commission accepts responsibility for the original cable hook-up only.

GUESTS

Friends and relatives are welcome to visit you. However, if they plan to stay longer than two weeks, please confer with the Housing Commission. Any person visiting you will be expected to be a "good neighbor" while being a guest in your home.

Your dwelling unit is provided to you as a private dwelling unit and you may not use it for other purposes without our written permission. Under no circumstances is a dwelling unit to be used as a shelter for homeless people, or storing other people's property. There are local agencies that are trained to properly provide this service.

DISAGREEMENTS

In the close quarters of an apartment building, it is not unusual for neighbors to disagree from time to time. Before calling the office with a complaint, tenants should attempt to resolve the problem with their neighbor. Recurring problems with a tenant, children or guests will result in eviction. **Tenants are provided with Dispute Resolution Resources at the time of move in.**

PARKING -- There is no assigned parking! ALL tenants are required to register their vehicles with the Housing Commission and obtain a parking pass to be made visible at all times while on

Housing Commission property. Vehicles that are noticed on a regular basis and are not registered will be reported to administration for follow up. If necessary, the vehicle will be towed at the resident's expense. **Please do not encroach on your neighbor's ability to park at their residence.**

FAMILY

Two parking spaces are provided for your use in family housing (please do not encroach in their spaces provided for their household), *with the exception of East 8th Avenue*. An additional parking lot has been constructed at the East 8th Avenue site for use by two automobile families or guests. **DRIVING ON THE GRASS, PARKING ON THE GRASS, SIDEWALK OR IN FRONT OF A DUMPSTER IS PROHIBITED!**

There is no assigned parking at the East 8th Avenue site.

RIVERVIEW TERRACE, JAMES TERRACE & ARLINGTON TOWNE APARTMENTS

There is no assigned parking at Riverview Terrace, James Terrace & Arlington Towne Apartments.

Vehicles must be moved when maintenance employees are plowing. Failure to do so may result in your vehicle being towed at your expense or not allowing the vehicle to be on-site.

CARING FOR YOUR YARD, LANDSCAPED AREA AND SNOW REMOVAL

Tenants are responsible for cutting and trimming their grass, weeding landscaped areas assigned to them and removing snow. It is important to keep snow removed for easy access to your unit - front and rear and mailbox. If you fail to do this, the Commission may be unable to perform maintenance when needed and the Post Office will not deliver your mail. Yards are to be kept free of debris and garbage.

Generally, grass must be cut at least weekly in order to look neat. Front and back. If grass is not cut, the Housing Commission will cut it at a charge of \$70.00 to you. Be advised this is a Lease violation and may lead to termination of your Lease.

Tenants are responsible for the care of landscaped areas in their yard. These areas are to be kept free of grass and weeds. Failure to do so will result in maintenance employees performing the work and charging you \$40.00. Mulch is to be kept spread and be approximately 2" thick. Failure to do so will result in maintenance employees adding mulch and charging you \$30.00. You may obtain mulch at the City Street Department, located at the corner of Easterday Avenue and Seymour Street, during summer months at no cost to you. Watch the newsletter for dates.

You may not place anything in the landscaped areas, such as bikes, rakes, garbage cans, toys, BBQ grills, etc.

Tenants must **NEVER** store any gas engine machine or gasoline inside your dwelling unit.

A fire pit must have a permit issued by the City of Sault Ste. Marie and the specs and regulations regarding the placement and material **MUST** be adhered to. A copy of the permit is to be

supplied to the office for your file. Tenant must adhere to the No Smoking/No Tobacco & No Burn policy.

Storage outside of the buildings is strictly prohibited, with the exception of a lawn mower, snow blower and BBQ grill. Old furniture or other items you no longer use or want must be disposed of and may not remain on the premises. Toys may not be stored outside the unit.

Family housing is responsible for their own snow removal. This includes driveway and walkway. Maintenance, emergency personnel, and the mail **MUST** have clear, unobstructed access to your home. **DO NOT ENCROACH ON YOUR NEIGHBORS PARKING AREA!** They are not clearing their areas for your use!! A Lease Violation can be issued for not keeping your area clear of snow and ice, and/or encroachment on your neighbor's space. If you are door tagged to move snow and it is not done by the date specified on the tag, it will be considered the same as not cutting your grass. You will be charged \$70.00 for the Sault Ste. Marie Housing Commission to plow your area *and* issued a Lease Violation. If you receive three (3) of these violations as your lease states, you are placing your housing in jeopardy.

Maintenance employees will plow on weekends and holidays at **Riverview Terrace, James Terrace and Arlington Towne Apartments if a minimum of 4"** of snow has fallen. Maintenance employees will plow the open aisle areas and remove snow from main walks. Spreading sand/salt is at the maintenance employee's discretion.

During a normal workday, maintenance personnel begin plowing at 7:00 a.m. Many factors enter into how fast snow can be removed, including the snow depth and weight along with tenant cooperation regarding moving vehicles. If dangerous conditions exist, the maintenance personnel will be pulled off the sites until conditions improve.

Failure to cooperate by moving your vehicle may result in you not being able to park on-site. There are several sites on their route. If you need your parking area plowed earlier, you should make other arrangements ~ at your expense.

TRASH COLLECTION

JAMES TERRACE – GFL Sanitation will get your garbage can from the patio area. All trash shall be placed in plastic bags and tightly secured. Garbage cans with tight fitting lids are required and have been provided by Smith Sanitation.

FAMILIES - Tenants are provided a garbage can with a tight fitting lid. Tenant is responsible for putting them at the curbside for pick-up on the appropriate day. Garbage **may not** be placed at curbside in plastic bags. Garbage cans are to be kept at the rear of your unit, with the exception of single-family homes that have a side entry. Garbage cans may not be stored in the front of your unit nor in any landscaped area.

East 8th Avenue - All trash shall be placed in plastic bags, secured tightly and deposited in the dumpster. Plastic bags help keep the dumpster sanitary and free from insects. Trash is to be deposited in the dumpster by a responsible adult - do not send children, as the garbage rarely makes it into the dumpster. Please keep the lid closed at all times.

RIVERVIEW TERRACE - Garbage placed in the chute must be wrapped in newspaper, paper bags or plastic bags. **Under no circumstances** should needles, glass, clothing, bedding, towels,

cans, bottles, cat litter, metal, or boxes be placed in the trash compactor - these items are to be placed in the dumpster at the rear of the building. Needles are to be placed into a plastic milk bottle or similar container with the lid tightly closed before placing in the dumpster. Plastic bags must be used for trash to be deposited in the dumpster. This helps to keep it sanitary and free from insects. Your Lease requires you dispose of all garbage, rubbish, or other waste from the premises in a sanitary and safe manner. **Under no circumstances may tenants remove trash or debris from the dumpster once deposited.**

ARLINGTON TOWNE APARTMENTS ~ All trash shall be placed in plastic bags, secured tightly and deposited in the dumpster at the rear of the building. Plastic bags help keep the dumpster sanitary and free from insects. Your Lease requires you dispose of all garbage, rubbish, or other waste from the premises in a sanitary and safe manner. **Under no circumstances may tenants remove trash or debris from the dumpster once deposited.**

GARBAGE SCHEDULE FOR ALL HOUSING SITES

Monday- West Easterday Avenue, Lynn Circle, Andary Avenue, W. 20th Street, Arlington Towne Apartments, and Riverview Terrace

Tuesday – Ridge Street, Magazine Street, James Terrace, Ryan Street, West 8th Avenue, West 9th Avenue, West 11th Avenue, 12th Avenue, and Davitt Street,

Wednesday – Kimball Street, Bingham Avenue, Young Street, Riverview Terrace, and Arlington Towne Apartments

Thursday - Seymour Street

Friday – Pine Street, Maple Street, Cedar Street, Greenough Street, East 8th Avenue, Riverview Terrace, and Arlington Towne Apartments

RECYCLING

Northern Transitions, Inc., located at 1401 West Easterday Avenue, accepts a variety of materials for recycling, including:

corrugated cardboard, stock paper, newspaper, office paper, aluminum, copper, computer paper, milk jugs, soda and clear glass bottles, clean flattened tin cans with ends cut off, clear glass food containers, catalogs, magazines and glossy paper inserts, #2 HDPE household plastic bottles of all colors including cleaning product bottles, laundry product bottles, beverage bottles, and personal care containers. All lids are to be removed.

EMERGENCY SERVICES

Commission employees are not responsible for responding to emergency calls, such as health or law enforcement crises. Employees are not trained to assist in an emergency; therefore, we cannot assume this responsibility. We do ask that any emergency services or law enforcement activity at your building or in your area is reported immediately to the office during normal business hours. If after hours or weekend, please call, or send a text message to 906-440-5110 and leave the date, time, and location information.

Please be sure to complete your “File of Life” given to you at move in and keep it updated and on your refrigerator.

COMMUNITY ROOMS - RIVERVIEW TERRACE, JAMES TERRACE, ARLINGTON TOWNE APARTMENTS & FAMILY

The Housing Commission has adopted a Community Room Policy. This policy outlines who may use the Community Rooms, the procedure to obtain permission to use a Community Room, special restrictions and charges.

Should a tenant wish to use the space for a private gathering, a Request for Use of Community Space form must be submitted to the Housing Commission Management Office along with a \$50 refundable Security Deposit and a \$50.00 Cleaning/Sanitizing fee.

Please care for this space as you would your own home. Do not cause or create any litter. After scheduling the Community Room, you are welcome to use it for your own private gathering - it is part of your home. Be considerate of your neighbors in the use of the community space with regards to radios, televisions and stereos. No alcoholic beverages or illegal substances are permitted on the premises, no smoking is allowed, and the premises must be cleaned and restored no later than 10:00 p.m. Local ordinances regarding public nuisance and/or disturbances shall be strictly observed. The security deposit will be applied to any damages.

Please refer to the Community Room Policy for further information.

UTILITIES

Turn off lights, TV’s and computers when not in use. Keep thermostats at approximately 68 degrees during the day when you are at home. Lower them at night and when you are away from the premises.

Keep doors and windows closed during the heating season. Utility bills have increased dramatically in the past few years. Be sure the storm windows are closed. Remember that your Lease requires you use utilities wisely.

Management reserves the right to charge tenants for excessive use of any furnished utility. Repeated abuse of utilities may result in your Lease being terminated.

Due to the high cost of water and sewer, individual skating rinks on Commission sites are not allowed. Sprinklers and washing of vehicles is not allowed on any site where the water consumption is a furnished utility by the Housing Commission.

FIRE PITS

Fire pits cannot be used within 25 feet from any Sault Ste. Marie Housing Commission owned structure. Fire pits **MUST** follow the City of Sault Ste. Marie Ordinance (sec 12-45) and fire department regulations. Size and material used to construct it must be according to the ordinance. **A copy of your Burn Permit MUST be submitted to the office before use.** Any damages caused by a fire pit are the responsibility of the tenant. If any of the rules and regulations required to have the fire pit are not followed and/or damages occur from the fire pit, a Lease

Violation will be issued and you will be banned from having one as long as you live on Housing Commission property. Serious damages could lead to eviction.

MISCELLANEOUS

You may place an umbrella type clothesline in your yard. It must be installed a minimum of ten (10) feet from the building. Under no circumstances may a clothesline be attached to the building. Clotheslines in poor physical shape must be removed from the premises.

One telephone hook-up is supplied in each dwelling unit. A professional from a telephone installation vendor must install additional hook-ups. The Housing Commission accepts responsibility for the original telephone hook-up only.

NOTHING is to be nailed or screwed to the exterior of the housing unit or storage sheds.
Damages incurred will be charged to the tenant.

The Housing Commission must inspect any outside camera after installation to ensure there is no damage to Housing Commission property and it is not infringing upon your neighbor's privacy. No outside audio surveillance permitted.

It is the **responsibility of the tenant** to clean up any oil and gas leaks caused by their vehicle, or their guest's vehicle, that are being driven/parked on the property. Oil and gas leaks can cause damage to the asphalt in the driveway/parking lot.

ABSENCE

Tenants who plan to be away for any extended time should notify Management of the date and duration of their absence. Seniors - we do wonder some days if you are away or sick. Please let us know, even if it is just for a few days, that you are away from your apartment.

SPECIAL NOTICE TO GRANDPARENTS

Your grandchildren are welcome to visit you and we are glad that they do. However, please do not allow children to run in the halls, stairwells, or use the elevators or Community Room unless attended by a responsible adult. Children visiting the building should be in your apartment with you and not in any other part of the building, unless accompanied by a responsible adult. Grandchildren visiting at James Terrace are not permitted to roam the site unattended.

EMERGENCIES - AFTER HOURS

If you have a maintenance *emergency* after normal working hours, on a weekend, or holiday, please call: **906-440-5110**

SAULT STE. MARIE HOUSING COMMISSION

WORK ORDER CHARGE LIST 2025

A. BATHROOM PARTS, FIXTURES & SERVICES

Plugged Toilet, Tub or Sink	10.00	
Plugged Toilet – After Hours	35.00	
Plugged Toilet – foreign object	Hourly Rate + may include toilet removal and/or replacement	

	<u>AMP 2</u>	<u>AMP 1</u>
Sinks - Kitchen	150.00	
Sink Stoppers	2.00	
Tissue Paper Holder/cabinet	16.00	
Toilet Seat	12.00	17.50
Toilet - Complete	120.00	370.00
Toilet Wax Rings	4.00	
Toilet Paper Holder w/brackets	7.75	
Towel Rack-complete	10.00	
Tub Splash Guards (pair)	17.60	
Tub Floor Strip	9.00	
Tank seal	3.50	
Tap Kit	10.25	
Fill Valve	11.00	
Tub Valve	61.00	
Flush Handle	2.50	
Tub Diverter (duplex)	12.00	
Tub Diverter (single family)	25.00	
Single Lever Tub Handle	27.25	
Hand held shower	28.80	
Hand held shower Bracket	12.60	
Shower Head	16.50	
Shower Hose	18.00	
Shower Curtain Rod	28.00	
Medicine Cabinet (duplex)	52.25	
Medicine Cabinet (Single unit)	67.00	
Bathroom Fan Cover (Duplex)	8.50	
Sloan Flush Mate	52.50	
Flush Valve	16.00	

B. DOORS & PARTS

All Units As Applicable - AMP 1

Apt. Solid Inside Back Door -	220.00
Apt. 90 Min. Fire Rated Entrance Door	700.00

Closet Door:		
Bi-Fold 2-0x6-8	160.00	430.00
Bi-Fold 2-6x6-8	160.00	430.00
Bi-Fold 3-0x6-8	160.00	430.00
Bi-Pass 2-0x6-8	140.00	
Bi-Pass 2-6x6-8	140.00	
Door - Exterior Rear Entrance	350.00	
Door - Front	570.00	
Doors – Interior Hollow Core	140.00	
Door Sweep (Steel)	24.00	
Door clear hinge stops	2.90	
Handle - Complete (Comb. with closer)	17.50	
Handle – Complete (Single Family)	59.00	
Latch Only	12.70	
Storm Door (Single Family)	340.00	
Storm Door chain	3.50	
Storm Door hinge	22.00	
Interior door knob/passage	15.60	
Interior door knob/privacy	15.50	
Door Weather Strip	10.00	
Bi-Fold Door Knob	1.00	
Storm Door – Duplex	200.00	

C. LIGHTS

Ballast	22.00
Basement Light Fixture	7.50
Fluorescent Lights - 48"	4.00
4' LED tubes	8.00
2' LED tubes	10.50
LED wiring Harness	4.50
Fluorescent Light tubes – 24" & 36"	8.50
Fluorescent Light Covers:	
4' Duplex	55.00
Bathroom Cloud Light Cover – 4ft	135.00
2' Light Covers (duplex)	49.00
4' LED Light Fixture	135.00
Light Bulbs - LED	2.00
Outside Light Globe	10.00
Outside Light Fixture	32.00
Bathroom 4' LED light fixture	79.50

D. REFRIGERATOR PARTS

Appliance Bulbs	1.50
Clean Refrigerator	20.00
Crisper Drawer	Replacement Cost
Door Bars	42.00
Door - Freezer Gasket	109.00
Door – Refrigerator Gasket	130.00
Door Handle (There are several diff. kinds)	Replacement Cost (\$50.00)

E. STOVE/ MICROWAVE PARTS

Broiler Pan	27.50
Burner Bowl - Large	3.50
Burner Bowl - Small	3.10
Burner Element - Large	19.20
Burner Element - Small	16.00
Clean Oven	20.00
Fan Filter	12.75
Glass Tray Plate	26.00
Light Bulb (microwave)	1.50
Microwave Filter	17.20
Oven Element	51.00
Oven Door Handle	11.00
Range Hood Bulb Cover	12.25

F. MISCELLANEOUS

Air Conditioner Installed (Seasonal)	10.00
Air Conditioner Removed (Seasonal)	10.00
Air Conditioner New Installation	10.00 plus cost of materials
Basement Sink Taps	55.00
CO Detector	48.00
Cabinet Hinges	2.50
Carpet Cleaning	ACTUAL COST (tenant charge at move out)
Check Returned - NSF	25.00
Countertop/ft.	ACTUAL COST
Closet Hooks	5.00
Cover Plates (Outlet)	0.50
Curtain Rod	6.00 per foot
Curtain Rod Ends	22.00 per pair
Door Bell Ringer	3.00
Door Bell Chime	20.00
Door Bell Transformer	12.00
Drain Opener	3.25
Dryer Vent Cover	8.00
Dehumidifier Filter	9.50
Faucet Aerators	1.50
Floor Guide	1.50
G.F.I. Outlet	17.00
Grass Cutting	70.00
Holes in Walls:	
1/2" to 3"	22.00
3" to 12"	33.00
Key - House	2.00
Key - Fob	7.50
Key - Security	7.00
Key - Mail Box	2.00
Kitchen Sink Strainer	7.00
Laundry Tap	11.00 each
Laundry Tap set (single unit)	80.25
Lock Out - After Hours	35.00

Lock Out – During Work Hours	10.00
Lock Change (per lock)	20.00
Mailbox	20.00
Phone Jack	7.00
Receptacle – wall plug	1.50
Smoke Detector	37.10
Smoke Detector - 10 Year Battery	22.00
Snowplowing	70.00
Switch - Single Pole	1.25
Switch - 3 Way	2.00
Storage Fees	5.00 (per day)
Tile	5.00 [per tile (18x18)]
Trash Pick-up/Hour per Employee	dump fees + maintenance hourly cost + \$1.50 per bag
Vinyl Siding 12ft	\$13.50
Vinyl Siding Corner	\$24.50

G. WINDOW & SCREEN REPAIRS

SENIOR HOUSING - ARLINGTON TOWNE APARTMENTS

<u>SIZE</u>	<u>DOUBLE SEALED (1/2")*</u>
24 X 42	\$151.80
34 X 42	215.40
24 X 34	123.00

SENIOR HOUSING - JAMES TERRACE & RIVERVIEW TERRACE

<u>SIZE</u>	<u>SINGLE PANE</u>
48 X 48	\$110.40
30 X 48 RD-2	69.00
29 x 48	67.20
19 x 48	44.40
36 x 36	62.40
38 x 38	70.80
20 x 20	19.20
24 x 28	32.40

FAMILY HOUSING

<u>SIZE</u>	<u>REG. 1/2" THERMO*</u>	<u>LOW E 1/2" THERMO*</u>
60-1/4 x 48-1/4	\$342.00	\$466.00
48-1/2 x 48-1/2	265.20	375.60
36-1/2 x 48-1/2	199.20	285.60
72-1/4 x 36-1/2	298.20	422.40
36-1/2 x 24-5/8	100.80	148.80
48-3/4 x 36-1/2	199.20	285.60
60-1/2 x 24-5/8	175.20	243.00

*ALL THERMO PANES WILL HAVE A LABOR CHARGE ADDED TO COST OF MATERIAL.

<u>SIZE</u>	<u>PRICE - STORM INSERT</u>
60-1/4 x 48-1/4	\$ 144.00
48-1/2 x 48-1/2	115.20

36-1/2 x 48-1/2	87.80
72-1/4 x 36-1/2	129.60
36-1/2 x 24-5/8	45.00
48-3/4 x 36-1/2	87.00
60-1/2 x 24-5/8	73.20

SCREENS – ALL UNITS

<u>SIZE</u>	<u>PRICE</u>
23 X 35	15.00
19 x 47	15.00
23 x 47	15.00
29 x 47	15.00
17 x 47	15.00
35 x 35	15.00
23 x 29	15.00
28 x 31	15.00
17 x 23	15.00

Late Fees	Work Order	10.00
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Miles Charged To Each Site

Round Trip

James Terrace and Pine Street & Arlington Towne Apartments	1
Riverview Terrace	2
Andary Avenue / 20 th Avenue	6
Bingham Avenue	3
Davitt Street, 11 th Avenue, 12 th Avenue	3
East 8 th Avenue	4
Easterday Avenue / Lynn Circle	4
Kimball Street	4
Magazine / Ridge Street	1
Maple / Cedar / Greenough	4
West 8 th Avenue / Ryan Avenue	3
West 9 th Avenue	3
Young Street	3
Seymour Street	3

ANY MATERIAL REQUIRED, BUT NOT LISTED ABOVE, WILL BE CHARGED AT THE CURRENT MARKET PRICE.

ALL CHARGES FOR MAINTENANCE PERFORMED THAT IS NOT NORMAL WEAR AND TEAR WILL INCLUDE COSTS FOR MATERIAL AND LABOR. ALL PRICES ARE SUBJECT TO CHANGE DEPENDING ON CURRENT MARKET PRICE.

**TENANTS MAY NOT RETAIN MATERIALS THAT ARE REPLACED.
EXAMPLE: COUNTERTOP OR DOOR**

Price changes effective January 1, 2025