

## Chapter 8

### LEASING AND INSPECTIONS

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

#### INTRODUCTION

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

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

This chapter is divided into two parts as follows:

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

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

## **PART I: LEASING**

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

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

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

PHAs must adopt smoke-free policies, which must be implemented no later than July 30, 2018. The policy is attached as Exhibit 8-1.

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

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

### OHA Policy

After unit acceptance but prior to occupancy, an OHA representative will conduct a lease orientation with the family. All adult family members are required to attend.

### **Orientation Agenda**

#### OHA Policy

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

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

Topics to be discussed and explained to all families include:

- Applicable deposits and all other charges
- Review and explanation of lease provisions; One Strike Policy
- Unit maintenance requests and work orders
- The OHA's interim reporting requirements
- Review and explanation of occupancy forms
- Community service requirements
- Family choice of rent

VAWA protections  
Smoke-free policies

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

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

A lease is executed at the time of admission for all new residents. A new lease is also executed at the time of transfer from one OHA unit to another.

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

#### OHA Policy

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

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

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

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

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

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

After proposed changes have been incorporated into the lease and approved by the Board, each family must be notified at least 60 days in advance of the effective date of the new lease or lease revision. A resident's refusal to accept permissible and reasonable lease modifications that are made in accordance with HUD requirements, or are required by HUD, is grounds for termination of tenancy [24 CFR 966.4(1)(2)(iii)(E)].

#### OHA Policy

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

Schedules of special charges and rules and regulations are subject to modification or revision. Because these schedules are incorporated into the lease by reference, residents and resident organizations must be provided at least thirty days' written notice of the reason(s) for any proposed modifications or revisions, and must be given an opportunity to present written comments. The notice must be delivered directly or mailed to each tenant; or posted in at least three conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a conspicuous place at the project office, if any, or if none, a similar central business location within the project. Comments must be taken into consideration before any proposed modifications or revisions become effective [24 CFR 966.5].

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

#### OHA Policy

When the OHA proposes to modify or revise schedules of special charges or rules and regulations, the OHA will post a copy of the notice in the central office, and will mail or hand deliver a copy of the notice to each resident family.

## **Other Modifications**

### OHA Policy

The OHA will utilize an addendum to the lease to reflect all changes in family composition.

If a new household member is approved by the OHA to reside in the unit, the person's name and birth date will be added to the lease via an addendum to the lease. All adult family members will be required to sign the addendum.

Policies governing when and how changes in family composition must be reported are contained in Chapter 9, Reexaminations.

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

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

### OHA Policy

Residents must pay a security deposit to the OHA at the time of admission.

- 1) The amount of the security deposit required is specified in the lease

The OHA may permit installment payments of security deposits when a new resident demonstrates a financial hardship to the satisfaction of the OHA. However, no less than 50% of the required deposit must be paid before start of tenancy. The balance of the security deposit must be paid in full within 30 days of start of tenancy.

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

Within 21 days of move-out, the OHA will refund to the resident the amount of the security deposit, less any amount needed to pay the cost of unpaid rent, damages listed on the move-out inspection report that exceed normal wear and tear, and other charges due under the lease. As provided in the lease, the security deposit shall not earn interest.

The OHA will provide the resident with a written list of any charges against the security deposit within 21 calendar days of the move-out inspection. In the event of the death or incarceration of the former tenant, the OHA will provide the required documents to the person designated by the former tenant.

If the resident disagrees with the amount charged, the OHA will provide a meeting to discuss the charges.

The tenant must leave the dwelling unit in a clean and undamaged condition (beyond normal wear and tear) and must furnish a forwarding address to the OHA.

All keys to the unit and any other keys provided by the OHA to the tenant must be returned to the OHA upon vacancy.

If the resident transfers to another unit, the OHA will transfer the security deposit to the new unit and the OHA will collect the difference if the security deposit in the new unit is higher than the previously collected deposit. If the security deposit in the new unit is lower than the deposit in the initial unit, the OHA will utilize any remaining amounts to off-set unpaid rent and damages in the initial unit. The tenant will be billed for any remaining maintenance or other charges due for the "old" unit.

Security Deposit Schedule

<b>Bedroom Size</b>	<b>Security Deposit</b>
Studio	\$110
1 Bedroom	\$160
2 Bedroom	\$290
3 Bedroom	\$350
4 Bedroom	\$410
5 Bedroom	\$470

For Pet Deposits see Chapter 10 of these policies.

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

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

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

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

OHA Policy

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

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

## **Late Fees and Nonpayment**

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

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

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

### OHA Policy

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

In addition, if the resident fails to make payment by the end of office hours on the 15<sup>th</sup> day of the month, a late fee of \$25.00 will be charged. Notices of late fees will be in accordance with requirements set forth in the Admissions and Continued Occupancy Policy, regarding notices of adverse action. Charges are due and payable 14 calendar days after billing. If the family requests a grievance hearing within the required timeframe, the OHA may not take action for nonpayment of the fee until the conclusion of the grievance process. If the resident can document financial hardship, the late fee may be waived on a case-by-case basis.

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

## **Excess Utility Charges**

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

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

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

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

### OHA Policy

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

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

The OHA may grant requests for relief from surcharges from excess utility consumption of OHA furnished utilities as a reasonable accommodation where the OHA deems an exception is appropriate to meet the needs of elderly, ill, or disabled residents. In determining whether to grant this request, the OHA will consider special factors affecting utility usage that are not within the control of the resident, such as a need for medical equipment. Residents may request relief in accordance with Section 2-II.C. of this ACOP. The OHA will process such requests in accordance with Section 2-II.E. of this ACOP.

Notice of the availability of procedures for requesting relief (including the OHA representative with whom initial contact may be made by the resident) and the OHA's criteria for granting requests, will be included in each notice to residents of changes in utility allowances or surcharges as well as to new residents as part of the lease orientation.

## **Maintenance and Damage Charges**

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

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

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

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

### OHA Policy

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

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

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

## **PART II: INSPECTIONS**

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

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

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

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

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

#### OHA Policy

The head of household or spouse or co-head must attend the initial inspection and sign the inspection form.

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

### OHA Policy

In order to identify and possibly correct deficiencies that may lead to move-out charges, a tenant may request a pre-move-out inspection. If the tenant requests a pre-move-out inspection prior to termination of a tenancy, the OHA will perform such an inspection on a timely basis, but no earlier than 14 calendar days before the termination of the lease. If the tenant requests such an inspection, the parties shall attempt to schedule a mutually acceptable date and time to conduct the inspection. However, once the request is received by the OHA, unless the tenant withdraws the request for an inspection, the OHA will conduct the inspection, whether the tenant is present or not. Pre-move-out inspections will not be conducted by the OHA unless the OHA receives a request from the tenant.

Upon completion of the pre-move-out inspection the OHA will provide the tenant with an itemized statement specifying repairs or cleaning that are proposed by the OHA upon vacancy, as well as any amounts that will be deducted from the security deposit. The itemized statement will include, but not be limited to:

- 1) Defaults in the payment of rent
- 2) Repair of damages to the premises, exclusive of ordinary wear and tear, caused by the tenant or tenant's guest or licensee.
- 3) Cleaning of the premises upon termination of the tenant necessary to return the unit to the same level of cleanliness it was in at the inception of the tenancy. (This paragraph shall apply only to tenancies for which the tenant's right to occupy began after January 1, 2003).
- 4) Future defaults by the tenant to restore, replace or return personal property or appurtenance as authorized under the lease agreement.

The OHA may utilize the tenant's security deposit upon vacancy for deductions itemized in the inspection statement that were not cured by the tenant; items arising between completion of the pre-move-out inspection and termination of tenancy; and items not identified during the pre-move-out inspection due to the presence of tenant's possession.

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

The PHA must inspect the unit at the time the resident vacates the unit and must allow the resident to participate in the inspection if he or she wishes, unless the tenant vacates without notice to the PHA. The PHA must provide to the tenant a statement of any charges to be made for maintenance and damage beyond normal wear and tear.

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

#### OHA Policy

When applicable, the OHA will provide the tenant with a statement of charges to be made for maintenance and damage beyond normal wear and tear, within 21 calendar days of conducting the move-out inspection.

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

Section 6(f)(3) of the United States Housing Act of 1937 requires that PHAs inspect each public housing project annually to ensure that the project's units are maintained in decent, safe, and sanitary condition. The PHA shall continue using the Uniform Physical Condition Standards (UPCS) in 24 CFR 5, Subpart G, Physical Condition Standards and Inspection Requirements, to conduct annual project inspections. These standards address the inspection of the site area, building systems and components, and dwelling units.

#### OHA Policy

The OHA will inspect a representative sample of occupied units annually using HUD's Uniform Physical Condition Standards (UPCS).

### **Quality Control Inspections**

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

#### OHA Policy

The OHA will conduct periodic quality control inspections to determine the condition of the unit and to identify problems or issues in which the OHA can be of service to the family.

The OHA will conduct quality control inspections on all units where repairs were made to vacant units generated by move-out inspections.

The OHA staff will conduct quality control inspections for three percent (3%) of units receiving a preventative maintenance inspection within 10 business days following the preventative maintenance inspection.

## **Special Inspections**

### OHA Policy

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

Housekeeping

Unit condition

Suspected lease violation

Preventive maintenance

Routine maintenance

There is reasonable cause to believe an emergency exists

## **Other Inspections**

### OHA Policy

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

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

### **Notice of Entry**

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

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

#### OHA Policy

The OHA will notify the resident in writing at least 48 hours prior to any non-emergency inspection.

For regular annual inspections, the family will receive at least 48 hour written notice of the inspection to allow the family to prepare the unit for the inspection.

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

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

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

### **Scheduling of Inspections**

#### OHA Policy

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

### **Attendance at Inspections**

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

#### OHA Policy

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

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

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

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

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

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

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

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

### OHA Policy

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

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

- Any condition that jeopardizes the security of the unit

- Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling

- Natural or LP gas or fuel oil leaks

- Any electrical problem or condition that could result in shock or fire

- Absence of a working heating system when outside temperature is below 60 degrees Fahrenheit

- Utilities not in service, including no running hot water

- Conditions that present the imminent possibility of injury

- Obstacles that prevent safe entrance or exit from the unit

- Absence of a functioning toilet in the unit

- Inoperable smoke detectors

## **Non-emergency Repairs**

### OHA Policy

The OHA will correct non-life threatening health and safety defects within 60 calendar days of the inspection date. If the OHA is unable to make repairs within that period due to circumstances beyond the OHA's control (e.g. required parts or services are not available, weather conditions, etc.) the OHA will notify the family of an estimated date of completion.

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

## **Resident-Caused Damages**

### OHA Policy

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

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

## ***Housekeeping***

### OHA Policy

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

A reinspection will be conducted within 30 days to confirm that the resident has complied with the requirement to abate the problem. Failure to abate the problem or allow for a reinspection is considered a violation of the lease and may result in termination of tenancy in accordance with Chapter 13.

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

## **EXHIBIT 8-1: SMOKE-FREE POLICY**

In accordance with HUD regulations, the Housing Authority of the City of Oxnard has adopted these smoke-free policies. The policies are effective as of July 01, 2016.

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

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

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

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

### **PHA POLICIES**

#### **Designated Smoking Areas (DSA)**

The PHA has not designated any smoking areas on the PHA’s property. Residents may not discard smoking products on the property.

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

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

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

#### **Effective Date**

The PHA’s effective date(s) of this smoke-free policy is/are as follows:

The smoke-free policy will be effective for all residents, household members, employees, guests, and service persons on July 01, 2016.

The smoke-free policy will take effect at the next annual lease renewal for each resident household. Residents must execute a smoke-free lease addendum as part of the annual lease renewal process. Regardless of the lease renewal date, all residents must be in compliance with the smoke-free policy no later than July 30, 2018.

## **Enforcement**

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

Repeated violation of the smoke-free policy may rise to the level of other good cause for termination of tenancy.

## **Reasonable Accommodation**

While addiction to nicotine or smoking is not a disability, the PHA will consider on a case by case basis, a request for reasonable accommodation for persons with disabilities who smoke that are in compliance with the requirements of this smoke-free policy.