

STARK METROPOLITAN HOUSING AUTHORITY
Main Office
400 E. TUSCARAWAS, CANTON, OHIO 44702

DWELLING LEASE -PUBLIC HOUSING (revised 5/2018)

1. DESCRIPTION OF THE PARTIES AND PREMISES

STARK METROPOLITAN HOUSING AUTHORITY (Management) does hereby lease to the Tenant the dwelling unit described below, under the terms and conditions stated herein. The Tenant hereby agrees to lease and takes the premises designated as:

Tenant number: _____
AMP number: _____
Name: _____
Address, City, State, Zip Code: _____

Members of the Tenant's household who will reside at this unit are as follows, unless amended per Section 5.D:

- | | |
|----------|-----------|
| 1. _____ | 6. _____ |
| 2. _____ | 7. _____ |
| 3. _____ | 8. _____ |
| 4. _____ | 9. _____ |
| 5. _____ | 10. _____ |

2. LEASE TERM & RENTAL PAYMENTS

This lease shall begin on _____ and end on _____, and thereafter shall be automatically renewed for successive terms of one (1) year, commencing on the first and ending on the last calendar day of the original one (1) year term unless sooner terminated by SMHA or Tenant as herein after provided. Failure to adhere to this initial term of the lease agreement shall result in the forfeiture of Tenants security deposit.

The prorated rental amount for the first partial month of occupancy beginning on _____ and ending on _____, will be \$ _____, payable in advance on the first day of occupancy. The rental rate thereafter will be \$ _____ per month, payable in advance. This rent shall remain in effect unless adjusted in accordance with the provisions of Section 5 hereof. The Flat Rent for the dwelling unit listed above is \$ _____.

Late Fees: Monthly rent shall be payable on the **FIRST (1ST)** day of each month. Failure to pay the rent by the close of business on the seventh (7th) day of the month will result in a fifteen dollar (\$15) late fee. Tenant who have four (4) or more late payments in a twelve (12) month period will be considered chronically late and subject to possible eviction. Rent payments are expected to be paid in full and Management maintains the right to reject partial payments or assess late fees for partial payments.

Payment Location:

Rent and other charges must be paid by mail to:

SMHA
P.O. Box 645398
Cincinnati, OH 45264-5398

SMHA does not accept cash.

Rent shall be paid at specific site locations determined by the SMHA and provide to Tenant. Other payment locations or changes to the payment process may be required or made available upon sufficient notice to residents by SMHA.

NSF Fees: Management shall collect a fee of **\$20.00** any time a check is not honored for payment and/or may require all future payments be made with a money order. Management reserves the right to raise this NSF Fee should the bank increase the cost of the fee they charge.

3. SECURITY DEPOSIT

Tenant agrees to pay \$_____ as a security deposit to be used by Management at the termination of this lease toward reimbursement of the cost of repairing any damages to the dwelling unit caused by the Tenant, his/her family, guests or dependents; the cost of cleaning the premises and yard as hereinafter set forth; and any rent or other charges owed by the Tenant. Payment of the security deposit is to be made upon occupancy.

Tenant will be eligible for a refund of any or all of the security deposit less any deductions for any of the costs indicated above. If such deductions are made, Management will give Tenant a written statement of any such costs for damages and/or other charges to be deducted from the security deposit. Management agrees to refund Tenant any or all of the security deposit within thirty (30) days after the Tenant has permanently moved out of the unit and has provided his/her new address. The security deposit may not be used to pay rent or other charges WHILE Tenant occupies the unit.

4. UTILITIES

Management agrees to furnish the following utilities:

gas electric water sewer trash

The following utilities will be the responsibility of the Tenant:

gas electric water sewer trash

The Tenant will be provided a utility allowance in the form of a rent reduction for any/all primary utilities they are responsible for paying as indicated above. Failure to keep utility payments current shall be considered a breach of the lease. If Tenant has control of the heating, he/she agrees to maintain sufficient heat to prevent freezing of piped water. If for any reason, Tenant is unable to maintain sufficient heat, he/she shall notify Management immediately. Tenant will be charged for any damages resulting from his/her failure to maintain sufficient heat or to notify Management. Management will not be responsible for failure to furnish utilities by reason of any cause beyond its control, such as strike, breakdown or curtailment of supply.

The housing authority maintains all rights to select the utility provider for all housing units, regardless of whether the resident is responsible for paying the utility. Tenant should secure service with the utility provider selected by the housing authority. Securing service with providers other than those selected by the authority will be a violation of the lease agreement.

5. REDETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY

A. Annual Re-examinations. Once each year as requested by Management, the Tenant agrees to furnish accurate information to Management regarding family income, employment, family composition, assets and related information necessary for use by Management in determining whether the rent should be changed. This determination will be made according to the Admissions and Continued Occupancy Policy (ACOP), which is available for review at the Management Office.

B. Interim Rent Reviews. Rent as fixed in Section 2 hereof or as adjusted pursuant to subparagraph A above, will remain in effect for the period between Annual rent determinations unless during such period:

(1.) Tenant has an increase of \$100.00 or more per month in family income, or tenant has a decrease in family income. However, the rent shall not be reduced because a Tenant's TANF grant is reduced because the Tenant failed to comply with certain TANF requirements. All changes must be reported within ten (10) days of occurrence.

(2.) There has been a change in family composition which would justify a change in the rent amount. Such changes must be reported within ten (10) days of its occurrence.

(3.) There has been a change in child care expenses, handicapped assistance expense(s), or medical expenses where applicable per the current rent calculation policy.

(4.) It is found that Tenant has misrepresented to Management the facts upon which his/her rent is based or has failed to report increases in family income so that the rent he/she is paying is less than he/she should have been charged. Such situations may result in retroactive rent charges and/or eviction. In addition, the resident could become subject to penalties available under Federal Law. Those penalties include fines and imprisonment. Providing false information when making an application to become a Tenant is also grounds for eviction.

(5.) A rent review is prescheduled at the time of admission or reexamination or there is a change in Federal regulation regarding rent computation.

C. Family Choice Rent. Each year at their annual review, the PHA will offer every family a choice of paying a flat rent or an income-based rent. The family will choose the rent that it considers most beneficial. The PHA must inform the family of the actual amount of the income-based rent and the flat rent applicable to the unit the family will be occupying in the coming year. Even though the PHA may not reexamine the income of the residents paying flat rent annually, it must provide information about what the income-based rent would be based on family statements. Families paying flat rent will have their income reexamined every third re-examination unless their rent changes according to Section 5 B. hereof.

If a family on the flat rent experiences a financial hardship, they may request to switch to an income-based rent. The housing authority will verify the family's circumstances and if the family qualifies under the housing authority's policy, the housing authority will adjust the family's rent to the appropriate income-based rent. Once the family's rent is adjusted from a flat rent to an income-based rent, the family must remain on the income-based rent until the next regular reexamination. The policy regarding flat rents is defined in the housing authority's ACOP.

D. In the event of any rent adjustment pursuant to subparagraphs A or B above, Management will mail or deliver a Lease Amendment Notice to Tenant. In the case of a rent increase, the adjustment will become effective the first day of the second month following the change in income, except, if an adjustment is to be made according to subparagraph B (4) above; then the rent increase may be made retroactive as provided in said

paragraph. In the case of a rent decrease, the adjustment will become effective the first day of the month following the date the change is reported.

E. All changes in family composition must be reported to Management within ten (10) days of its occurrence. If Management determines that the size of the dwelling unit is no longer appropriate to the Tenant's needs, Management may amend the lease by notice to the Tenant, in accordance with Section 12 of this lease, that Tenant will be required to move to another unit within the development in which he/she lives, giving Tenant a reasonable time to move. Tenant agrees to abide by said notice, and agrees to move within a reasonable time. In circumstances where changes in family composition require SMHA to relocate a family due to overcrowding, SMHA will not be responsible for the tenant's moving expenses. When SMHA is initiating other mandatory transfers for a family, SMHA will pay all appropriate moving costs. When tenants initiate or are approved for a voluntary transfer, they will be required to move at their own expense. All damages and rent incurred at the previous unit will be payable under the new lease. At any time, Tenant may submit a written request for a change in dwelling unit size or other living arrangements, to the development office. The notice shall contain his or her reason for making the request. The request will be reviewed in accordance with the ACOP.

F. Reasonable Accommodation for Residents with Disabilities: SMHA must make reasonable accommodations in lease and other policy requirements when requested by a qualified resident with disabilities. The concept of reasonable accommodation involves helping a resident fully enjoy his/her unit; it does not require the lowering or waiving of essential requirements. Accommodations are not reasonable if they require a fundamental alteration in the nature of the program or impose undue financial and administrative burdens on the housing provider. Tenants with disabilities will be provided the opportunity to request reasonable accommodations or reasonable accommodation transfer requests through processes and procedures outlined in the housing authority's Admissions and Continued Occupancy Policy (ACOP).

G. Tenants without a disability who occupy UFAS-Accessible units will be required to relocate, at SMHA's expense, to a vacant, non-accessible unit within sixty (60) days of notice by SMHA that there is an eligible applicant or existing resident with a disability who requires the accessibility features of the unit.

H. At all times, Tenant will cooperate with Management in reporting any changes in circumstances and income and in complying with all conditions regarding rent reviews and adjustments as may be set forth in the Management's ACOP. Failure to promptly report or to falsely report any change in circumstances including, but not limited to, changes in family composition, income, employment and assets, or failing to fully cooperate with Management shall be considered a material breach of this Agreement and may justify termination as provided in Section 12 of this agreement.

I. Community Service Requirement. Except for any family member who is an exempt individual according to the housing authority's policy, each adult resident must contribute 8 hours of community service or participate in an economic self-sufficiency program for 8 hours per month or perform 8 hours per month of a combination of community service and economic self-sufficiency activities.

Violation of the community service requirement is grounds for nonrenewal of the lease at the end of the twelve month lease term, but not for termination of tenancy during the course of the twelve month lease term. Unless the resident enters into an agreement to comply with the community service requirement, the resident's lease will not be renewed. The head of household and non compliant adult must sign the agreement to cure.

The policy regarding the community service requirement is defined in the Management's ACOP.

6. OCCUPANCY OF THE DWELLING UNIT

A. Tenant agrees not to use or to permit the use of the dwelling unit for any purpose other than as a dwelling unit solely for Tenant and his/her household members and/or dependents that have previously been approved by the Housing Authority. Tenant agrees not to assign his/her lease nor to sublet or transfer possession of the premises; nor to give accommodation to boarders or lodgers without the written consent of Management. Permitting anyone other than those listed on the lease to reside in the unit is grounds for eviction. This provision does not include reasonable, temporary (approximately two weeks) accommodation of guests and visitors. It is, however mandatory that the Tenant inform Management of guests or visitors staying in the unit for a week or more.

B. In consideration of the right to occupy the leased premises, the Tenant agrees to the following conditions: Violations of these conditions will be considered lease violations which may subject Tenant(s) to eviction.

(1.) Tenant shall pay his/her rent on or before the due date provided in this lease.

(2.) Tenant shall abide by all Federal, State or local statutes, laws, ordinances or regulations, governing or pertaining to tenancy in public housing, whether now existing or hereafter adopted; to follow necessary and reasonable policies and procedures and all addendums thereto provided by Management for the benefit and well-being of the housing development and the tenants. To comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.

(3.) Tenant shall not make alterations, additions or repairs to any part of the interior or exterior of the unit without written consent of Management. Tenant agrees not to do any of the following without first obtaining written permission from Management:

a. Change or remove any appliances, fixtures or equipment in the unit.

- b. Install wallpaper, contact paper or mirror tile in the unit.
- c. Attach awnings or window guards to the unit.
- d. Attach or place any fixtures, signs or fences on the building, common areas or the development grounds; including attaching satellite dishes to the roof or any part of the building structure.
- e. Attach any shelves, screen doors, or other permanent improvements in the unit.
- f. Install any additional locks or security systems.
- g. Make any alterations to the physical structure of the unit.
- h. Place any fences, sheds, swimming pools, swing sets, etc. in the yard.
- i. Install any water beds.
- j. Only picture hooks with small nails shall be used for hanging pictures, etc. on walls.
- k. Install or alter carpeting, resurface floors or alter woodwork.

(4.) The Tenant shall keep the dwelling in a clean, orderly and sanitary condition. Semi-annual housekeeping inspections will be conducted by Management in accordance with Section 8 of this lease. The SMHA Household Standards for such inspections are attached as an addendum to this lease. Repeat failed inspections by the Tenant shall be grounds for eviction.

(5.) The Tenant shall assist in the maintenance of the property at reasonable periods and seasons by regularly performing the following duties on grounds immediately adjacent to his/her dwelling. (DEVELOPMENT PROPERTIES / SCATTERED SITES ONLY)

- a. Mow, maintain and protect lawn areas, trees, shrubs, etc. from damage by household members and guests.
- b. Keep walks, stoops, steps and driveways free from dirt, ice and snow.
- c. Regularly remove all litter and refuse from yard areas.
- d. Dispose of garbage, waste and rubbish in a safe and sanitary manner. Each Tenant, where applicable, upon occupancy, must have two 20 gallon, securely lidded cans for refuse and garbage. Tenants should regularly wash garbage containers and keep the surrounding area orderly and sanitary at all times. Garbage containers should be securely lidded at all times.
- e. The interior of the dwelling unit may be painted at reasonable intervals as determined by Management.

(6) Use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner.

(7) The tenant and members of the Tenant's household and any guest or visitor of either the Tenant or any member of the Tenant's household, shall not engage in any illegal, violent or criminal activity. See Section 10 regarding serious criminal activity.

(8) The Tenant and members of the Tenant's household and any guest or visitor of either the Tenant or any member of the Tenant's household shall not unlawfully possess or discharge any firearms or fireworks within the dwelling unit or on SMHA property.

(9) The Tenant shall refrain from and shall cause his/her household members and guests to refrain from destroying, defacing, damaging or removing any part of the premises of the housing development. The Tenant shall pay for reasonable charges (other than normal wear and tear) for the repair of damages to the premises, development buildings, facilities or common areas, caused by the Tenant, his/her household members or guests.

(10) The Tenant shall conduct himself/herself and cause his/her household members and guests to conduct themselves in a manner which will not disturb his/her neighbors' peaceful enjoyment of the premises and will be conducive to maintaining the development in decent, safe and sanitary condition. All persons shall also refrain from illegal or other activity which impairs the physical or social environment of any property owned by Management. This includes alcohol abuse that interferes with the health, safety, or right of peaceful enjoyment of the premises by other residents.

(11) The Tenant shall conduct himself/herself and cause his/her household members and guest to conduct themselves in a manner that does not harass, intimidate or interfere with the rights of other tenants or family members.

(12) The Tenant shall immediately report to Management and to the Health Department, any cases of infectious or contagious diseases occurring in or on the premises.

(13) The Tenant and members of his/her household, visitors, and guests shall use the designated parking areas. At no time is parking of non-operating or unlicensed vehicles allowed. Such vehicles may be towed at the Tenant's expense. At no time is parking on any lawn area within the development permissible. Tenant may be charged for damage to property due to improper parking. Motorcycles and mopeds must be parked in designated parking areas and shall not be kept in the units. SMHA shall not be responsible for these vehicles. Tenants are not permitted to perform automotive maintenance or repairs to vehicles while parked on SMHA property.

(14) The Tenant and/or members of the household shall not operate or permit others to operate any business on the premises.

(15) The Tenant and/or members of the household shall not permit combustible material to be stored on the premises and shall take every precaution to prevent fires. Smoke detectors must be operable at all times. It is the Tenant's responsibility to notify Management immediately if any of the smoke detectors or other fire safety equipment in the unit are malfunctioning or are inoperable. It is the Tenant's responsibility to ensure functioning batteries are installed, where applicable, in smoke detectors at all times. Additionally, Tenants will not be permitted to smoke or allow guests to smoke anywhere on SMHA property.

C. The Tenant specifically agrees to notify Management of any anticipated extended absence from the dwelling unit in excess of seven (7) days, no later than the first day of the said extended absence. During any absence of the Tenant, Management may enter the dwelling unit at times reasonably necessary. The Tenant must live in the dwelling unit and the dwelling unit must be the Tenant's only place of residence. Total absence from the dwelling unit without notice to Management for (30) days shall constitute abandonment.

D. In the event the Head of Household becomes deceased and there is no remaining adult household members, SMHA will make all reasonable efforts to contact the individual or individuals listed on the Property Disposition Authorization form. The executor of the estate of the resident, court ordered designee or authorized individual must remove the deceased residents personal property within 14 days after death.

In the event no one has been appointed as executor of the estate of the resident and no one has applied to open an estate in Probate court within 30 days of resident's death, and/or SMHA is unable to contact the individual or individuals listed on the Property Disposition Authorization form, SMHA will permit an alternate individual to take possession of the resident's property in accordance with a signed Personal Property Distribution Agreement.

In the event no representative of the deceased resident comes forward within 30 days, SMHA will dispose of property remaining in the unit.

E. Tenant specifically agrees to abide by the Admissions and Continued Occupancy Policy which is promoted and publicized for the properties and apartments of SMHA for the benefit and well-being of the housing project and the Tenant. A complete copy of the Admissions and Continued Occupancy Policy shall be posted in the management offices and incorporated by reference in this Lease.

7. DAMAGE AND REPAIR

Tenant shall use reasonable care to keep his/her dwelling unit in such condition as to prevent health or sanitation problems from arising. Tenant shall notify Management promptly of known needs for repairs to his/her dwelling unit, and of known unsafe conditions in common areas and grounds of the development which may lead to damage or injury. Management must be permitted to enter the unit after giving such notice as required by the lease even though the Tenant may or may not be home. Tenant agrees to pay reasonable charges for repair of damage to the leased premises or development or extra maintenance expense caused by the Tenant, members of the household, guests and dependents. Damage to the premises that are deemed to be caused by the Tenant, his/her household members, guests or dependents intentionally or due to negligence shall be billed to the Tenant and shall specify the items of damages involved, correctional action taken, and the cost thereof. Such charges shall be made on the basis of the actual replacement cost plus labor at the current approved wage determination rate, and may be subject to a 10% administrative fee, and shall be paid in full within ninety (90) days. Management may extend the repayment period beyond the 90 days in cases of Tenant hardship. For damages in excess of \$100, tenants may request to enter into a repayment agreement with SMHA to cover the cost of the maintenance charges.

Any loss or damage to the Tenants personal property that is a result of fire, vandalism, malicious mischief, or similar acts of others is solely the responsibility of the Tenant. Any damage to the unit or property, other than normal wear and tear, that is caused by the Tenant, members of the Tenant household or guests and is not covered by liability insurance shall be the tenant's responsibility.

Management shall maintain the building and common areas and grounds of the development in decent, safe and sanitary condition in conformity with the requirements of local housing codes and applicable regulations or guidelines of the Department of Housing and Urban Development. Management shall make all necessary repairs, alterations and improvements to the dwelling unit with reasonable promptness at its own cost and expense, except as otherwise provided in this Section. If repairs are required or defects exist that are hazardous to life, health and safety, immediate steps will be taken to rectify the condition. If the hazardous condition cannot be remedied within a reasonable period of time, alternative living arrangements will be offered to the Tenant until the repairs are completed. A mandatory emergency transfer will be completed within 7 days of approval. The resident will sign an Emergency Transfer Addendum upon move in at an alternate unit. Failure to comply with this emergency transfer offer and execution of an emergency transfer addendum is grounds for lease termination. An emergency transfer and the execution of the Emergency Transfer Addendum does not preclude SMHA's ability to evict the resident should it be determined that the resident's act or failure to act contributed to the conditions that require an emergency transfer.

Extermination service shall be provided for all units by Management on a regularly scheduled basis and/or as conditions may require. Residents are required to report problems such as rat or insect infestation including bed bugs and to permit extermination unless they can prove such services are hazardous to their health. Failure to report problems requiring extermination and/or failure to properly prepare for extermination services may result in maintenance fees for additional treatment services.

8. INSPECTIONS

Prior to tenancy, Management and the Tenant and/or a representative will jointly inspect the dwelling unit and the equipment in it. A written statement of the condition of the dwelling unit will be signed by both of the parties. The Tenant will receive a copy and Management will keep a copy in the Tenant's file.

The Tenant agrees to permit any agent, employee or representative of Management to enter the dwelling unit to examine the condition of the unit and/or to make improvements or repairs with proper notice. The Tenant will be given at least a 24 hour advance written notice of such entry describing the date, time and purpose of the entry. However, Management shall have the right to enter Tenant's dwelling unit without prior notice to Tenant if Management reasonably believes that an emergency exists which requires such entrance. Following such entry, Management shall notify Tenant in writing of the date and time of such entry and the nature of the emergency which required such entry.

When Tenant vacates the unit, Management will inspect the dwelling unit and give Tenant a written statement of the charges, if any, for damages beyond reasonable wear and tear, which Tenant is responsible. Tenant and/or his/her representative may join Management in such inspection.

9. PETS

A. Tenant shall not be permitted to keep pets except in accordance with the authority's pet policy as defined in the ACOP. The Tenant must receive prior written approval and enter into a Pet Agreement with Management pursuant to the Management's pet policy. Pet deposits are required to be paid in all instances that are specifically spelled out in the provisions of the Management's Pet Policy.

B. Tenant shall refrain from and cause members of the Tenant's household to refrain from keeping, maintaining, harboring, or boarding any animal of any nature in the dwelling unit except in accordance with the Management's pet policy.

C. The pet policy clearly defines requirements for animals that are used to assist persons with disabilities. These animals are not considered to be pets, but rather aids necessary to insure the independence of persons with disabilities. This applies to animals that reside in the developments as well as to animals that visit these developments. Nothing herein contained shall limit or impair the rights of persons with disabilities under Federal, State or local law.

10. SERIOUS CRIMINAL ACTIVITY

_____ Tenants Initials

It is the policy of the Stark Metropolitan Housing Authority that public housing shall not be available to tenants or members of their household who engage in criminal activity, or who have guests or other invitees who engage in such activity. The authority maintains a One Strike policy regarding criminal activity and drug -related criminal activity. For the purpose of this lease, criminal activity shall include, *but not be limited to* any of the following serious misconduct:

- (1) Physical assault or the threat of physical assault to any person whatsoever;
- (2) Illegal use and/or possession of a firearm or other weapon or the threat to illegally use a firearm or other weapon;
- (3) Possession, manufacture, sale, distribution, or use, of a controlled substance, unless such controlled substance was obtained directly from or pursuant to a valid medical prescription.
- (4) Sexual molestation, prostitution, and other similar related serious misconduct.
- (5) Any criminal activity prohibited by local, state or Federal law including but not limited to criminal activity as described in:
§966.51 (a)(2)(i)(A): any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the PHA;
§966.51(a)(2)(i)(B) violent or drug-related criminal activity on or off the premises;
§966.51(a)(2)(i)(C) any criminal activity that resulted in felony conviction of a household member

A. The Tenant shall not engage in any criminal activity, whether said activity occurs on the leased premises, on or near the housing development of which the leased premises is a part, or in any other location whatsoever.

B. No member of the Tenant's household shall engage in any criminal activity, whether that activity occurs on the leased premises, on or near the housing development of which the leased premises is a part, or in any other locations whatsoever. The household is defined as all persons listed in Management's files as a member of the Tenant's household as defined in Section 1 and any subsequent Lease Amendments.. Changes in household members reported after an incident of criminal activity will not be acknowledged by Management for the purpose of this section except in cases which may apply to the Violence Against Women Act (VAWA).

C. During the term of this lease, no guest or visitor of either Tenant or of any member of the Tenant's household shall engage in any criminal activity on the leased premises or on or near the housing development of which the leased premises is a part. Unless the Tenant can demonstrate otherwise, it shall be presumed that any person engaging in criminal activity is a guest or a visitor of the Tenant or a member of his/her household, if said criminal activity takes place on the leased premises.

D. Any of the activity such as described above in paragraph 1, section 5 shall constitute a serious and clear danger to the health and safety of other tenants, the housing authority property, and/or authority employees and Management may issue the Ohio 3-day notice (Ohio Revised Code 1923) for recovery of the possession of the premises.

A 30 day eviction notice will be issued for all other serious criminal activity as identified in section 10 of this lease.

The authority may terminate the tenancy whether or not the person committing the criminal activity is arrested, charged or convicted by law or whether the Tenant had any knowledge of household members participating in the activity and/or household members guests/visitors participating in the activity on the leased premises.

The Violence Against Women Act Requirements: (VAWA)

E. Domestic violence, dating violence, stalking or sexual assault. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be construed as a serious or repeated lease violation by the victim or threatened victim of the domestic violence, dating violence, sexual assault or stalking, or as good cause to terminate the tenancy of, occupancy rights of, or assistance to the victim. Management may consider bifurcation of the lease in instances of domestic violence, dating violence, sexual assault, or stalking in order to evict the offending household member.

F. Criminal activity related to domestic violence, dating violence, sexual assault or stalking. Criminal activity directly related to domestic violence, dating violence, sexual assault, or stalking, engaged in by a member of the tenant's household or any guest or other person under the tenant's control, shall not be cause for termination of tenancy of, occupancy rights of, or assistance to the victim, if the tenant or immediate family member of the tenant is the victim.

G. Management may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, Form HUD 91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in the eviction.

H. Limitations of VAWA Protections. Nothing contained in E and F above limits the authority of Management to evict a tenant or terminate assistance for a lease violation unrelated to domestic violence, dating violence, sexual assault or stalking, provided that Management does not subject such a tenant to a more demanding standard than other tenants in making the determination whether to evict, or terminate assistance or occupancy rights.

11. SMOKE FREE HOUSING

In accordance with Federal Regulations, SMHA has adopted a smoke free housing policy. Smoking, as defined by this section, means inhaling, exhaling, burning or carrying any lighted cigar, cigarette, pipe or other lighted smoking device for burning tobacco product or any other plant product. The tenant and members of tenant's household hereby agrees and acknowledges that the leased premises and all adjoining SMHA property has been designated as a smoke-free living environment. Tenant and members of tenant's household shall not smoke anywhere in the dwelling unit rented by tenant, in the building where tenant's dwelling unit is located, in any common areas or on any adjoining exterior property owned by Management, nor shall tenant permit any guests or visitors under the control of tenant to do so. A complete copy of SMHA's Smoke Free Housing Policy is attached herein and incorporate as part of this lease agreement.

12. BANNED PERSONS

Sometimes SMHA may find it necessary to ban non public housing residents from SMHA property. Should this occur, the SMHA resident(s) who had interaction with the banned person on SMHA property prior to the banning will be notified through written correspondence from SMHA that this individual is no longer permitted on SMHA property and has been designated as "A Banned Person." After this written correspondence has been specifically issued to a Tenant, the Tenant and members of this Tenant's household shall take all reasonable steps to exclude the banned person from SMHA Property and/or all areas in or around the tenant's unit. Such reasonable steps include, but are not limited to, the Tenant notifying local Police, SMHA Security and/or the SMHA Management. If it is determined that a tenant, member of the tenant's household or guest invites, helps, allows or does not take reasonable steps to remove a banned person after he/she enters SMHA Property and/or all areas in or around the Tenant's unit, the Tenant will be in violation of the dwelling lease and subject to immediate lease termination procedures.

13. LEGAL NOTICES

Any legal notice required herein will be sufficient if delivered (1) in writing to Tenant personally, or to an adult member of his/her family residing in the dwelling unit, or (2) both affixed to the door of the unit and sent by prepaid First Class Mail properly addressed to tenant.

All notices from residents to Management must be in writing and either delivered personally to a Management employee at the Management Development Office of the Housing Authority or sent to Management by prepaid First Class Mail properly addressed.

14. TERMINATION OF THE LEASE

At the conclusion of the initial twelve (12) month lease period, this lease may be terminated by Tenant at any time by giving thirty (30) days written notice in the manner specified in Section 12 of this lease. If the Tenant vacates the dwelling unit without giving (30) days written notice, he/she shall be liable for 30 day's rent in addition to any other rent that is due and any damages that occurred before the unit is determined to be vacated and legally returned to Management's possession. Tenants who terminate the lease prior to the conclusion of the first 12 months of occupancy will forfeit their security deposit as a result of early lease termination.

Tenant agrees to leave the dwelling unit in a clean and good condition, reasonable wear and tear excepted, and to return the keys to Management when terminating this lease or moving from the unit. The Tenant shall also provide Management with a forwarding address to ensure delivery of any security deposit funds due Tenant. Tenant understands that failure to return keys to Management indicates continued possession of the dwelling unit and tenant will continue to be charged for occupancy while in possession of the dwelling unit.

This lease may also be terminated by Management at any time by giving a written notice as set forth in Section 12, no less than 14 days for failure to pay rent and 30 days for good cause. Good cause shall consist of the Tenant's non-compliance with the material terms of the agreement other than nonpayment of rent.

If a Tenant has created or maintained a threat constituting a serious or clear danger to the health or safety of other tenants or Authority employees, Management may issue the Ohio 3-day notice (Ohio Revised Code 1923) for recovery of the possession of the premises. Subsequently, Tenant shall be given the opportunity to contest the termination in the court proceedings. A serious and clear danger to the health or safety of other tenants or Authority employee shall include, but is not limited to, any of the activities described in Section 10 -Serious Criminal Activity.

The lease may be terminated by Management at any time by giving written notice for serious or repeated violation of material terms of the lease, such as, but not limited to the following:

- Nonpayment of rent or other charges due under the Lease, or repeated chronic late payment of rent. Four (4) or more late rent payments in a twelve (12) month period of time will be considered chronic.
- Failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Re-certifications as requested by a SMHA staff member.
- Assignment or subleasing of the premises or providing accommodation for boarders or lodgers.
- 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 purposes.
- Failure to pass annual inspections with adequate notices to correct.
- Failure to abide by necessary and reasonable rules made by Management for the benefit and well being of the housing project and the Tenants.
- Failure to abide by applicable building and housing codes materially affecting health or safety.
- Failure to dispose of garbage, waste and rubbish in a safe and sanitary manner.
- Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner.
- Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts.
- Failure to pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, project buildings, facilities, equipment, or common areas.
- The Tenant, any member of the Tenant's household, or a guest or other person on the premises due to tenants residency shall not engage in criminal activity, including drug-related criminal activity, on or off public housing premises (as defined in the lease), while the Tenant is a Tenant in public housing, and such criminal activity shall be cause for termination of tenancy.

- The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).
- Any other person under the tenant's control shall not engage in such activity on public housing premises.
- Inviting, allowing, or creating a situation that causes any person or persons who have been banned from SMHA property to be present on the SMHA property. An up-to-date banned list is maintained at each of SMHA's Development Offices.
- Alcohol abuse that SMHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- Non-compliance with Non-Citizen Rule requirements.
- Non-compliance with Smoke Free Housing Policy
- Non-compliance with Pet Rules & Agreement or Animal Responsibility Agreement
- Failure of a family member to comply with community service provisions, as grounds only for non-renewal of the lease and termination of tenancy at the end of the 12-month lease term.
- Discovery after program admission of facts that make the Tenant ineligible.
- Discovery of material false statements or fraud by the Tenant in connection with an application for assistance or with reexamination of income.
- Failure to accept the SMHA's offer of a lease revision to an existing lease that is on a form adopted by SMHA in accordance with HUD regulations, with written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect; and with the offer specifying a reasonable time limit within that period for acceptance by the family.
- Four (4) late payments in a 12 month period.

Notice by either party to the lease may be given on any day of month.

15. GRIEVANCE PROCEDURE

All grievances or appeals arising under this lease shall be processed and resolved pursuant to the Management's grievance procedure, which is in effect at the time such grievance or appeal arises. An individual not involved in the initial decision will conduct any informal settlement meetings arising under this lease. The SMHA Board of Commissioners will have final approval of an independent 3rd party hearing officer to hear and determine outcomes in Formal Grievances arising under this lease. The complete grievance procedure is available in the Management Office for review by any Tenant upon reasonable notice. This procedure is also contained in Management's Admissions and Continued Occupancy Policy

16. CHANGES TO THE LEASE

This lease, together with any future adjustments of rent or dwelling unit and attachments, evidences the entire agreement between Management and Tenant. No changes herein shall be made except in writing, signed and dated by both parties.

17. DAMAGE TO TENANT BELONGINGS

Management is not responsible for damages occurring to Tenants personal possessions or covering any Tenant losses due to anything adverse happening within the unit or on the property which causes such damage. Tenants are responsible for obtaining renters insurance to cover any losses which may occur to their personal property.

18. ATTACHMENTS TO THIS AGREEMENT

The Tenant certifies that he/she has received a copy of this Agreement and the following attachments are part of this agreement:

- a) Attachment No.1 – HOUSE RULES
- b) Attachment No. 2 - PET RULES (if applicable) or ANIMAL RESPONSIBILITY AGREEMENT
- c) Attachment No. 3 - HOUSEHOLD HOUSEKEEPING STANDARDS
- d) Attachment No. 4 – LEAD POISONING BROCHURE
- e) Attachment No. 5 – SMHA GRIEVANCE PROCEDURE

f) Attachment No. 6 – SMOKE FREE HOUSING POLICY

g) Attachment No. 7 - RESIDENT PROPERTY DISTRIBUTION AUTHORIZATION

In witness whereof, the parties have executed this lease agreement on the ____ day of ____, 20 ____.

Execution: By Tenant's signature below, Tenant and household agree to the terms and conditions of this lease and all additional documents made a part of the lease by reference.

By the signature(s) below I/we also acknowledge that the Provisions of this Lease Agreement have been received and thoroughly explained to me/us.

TENANT: _____ DATE _____

CO-TENANT: _____ DATE _____

CO-TENANT: _____ DATE _____

MANAGER: _____ DATE _____

Your Property Manager's Contact Information:

OFFICE ADDRESS, CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: (____) ____ - ____ HOURS: Monday – Friday 8:00 am to 4:30 pm

**Please call ahead of time before stopping in office to ensure Management staff is actually in office and not out at other locations. Thank you!

WORK ORDER MAINTENANCE TELEPHONE NUMBER 24 hours per day/7days per week/365 days per year: (844) 707-1393.

HOUSE RULES

DATE: _____

NAME: _____

ADDRESS: _____

UNIT NUMBER: _____

All of the following rules and regulations are very important and are incorporated as part of your lease. Non-compliance may result in legal eviction action being taken against you. You are responsible to read your entire lease and abide by the lease stipulations. If you have any questions, please feel free to contact your manager's office at:

Dwelling Unit: Residents agree not to use or permit the use of the dwelling unit for any purpose other than your sole residence. Residents are not permitted to operate a business on SMHA property.

Income and Family Composition Changes: All changes within your household income and/or family composition must be reported to your manager's office within ten (10) days of its occurrence.

Unauthorized People & Guests/Visitors: Residents are not permitted to assign his/her lease, sublet or transfer possession of the premises, nor give accommodation to boarder(s) or lodger(s) without the written consent of management. The only people permitted to stay in your home are those listed on your lease and any subsequent lease amendments. Visitors are not permitted to stay more than 14 consecutive days or an accumulative total of 30 days in a twelve (12) month period. Residents are responsible for their visitors, at all times, while they are on the property. Visitors/guests must be accompanied by a resident at all times while in any SMHA building.

Absence from Unit: You must report any absence from your unit that will last 7 or more days to management. If any/all household members are absent from the unit 3 or more consecutive months they will be considered permanently absent.

Rent: Rent is DUE the 1st of each month. Payments received after the 7th of the month will be considered late and a \$15 late fee will be charged. You are responsible to make sure your payment is received no later than the 7th. Envelopes postmarked by the 7th will not prevent a late fee from being charged. Payments must be made by check, cashiers check or money order only. NO CASH WILL BE ACCEPTED. There will be a \$20.00 charge for NSF checks or any other payment rejected due to non-sufficient funds. You must send your rent statement along with payment to: SMHA, PO Box 645398, Cincinnati, OH 45264-5398. SMHA may have other payment options available including online payments, ACH withdrawals or payment at established cash payment locations. Please ask your manager for further information that may be available at any given time.

Criminal Activity: Residents shall not engage in any unlawful or criminal conduct or permit their guests, invitees, occupants, or other persons for whom they are responsible to engage in any unlawful or criminal conduct. SMHA will pursue legal eviction action for criminal activity conduct by SMHA residents, their visitors or guests. Residents should refer to the SMHA dwelling lease for a more detailed explanation of criminal activity.

Drugs: It is a violation of your lease to use illegal drugs or let your home be used for illegal drug activity by yourself or any other persons including relatives, friends and/or visitors.

Weapons: Physical assault or the threat of physical assault by firearms (gun) or other weapon is a violation of the lease.

Alcohol: Consumption of alcoholic beverages and possession of open containers of alcoholic beverages are not permitted in the common areas or on the grounds of SMHA properties at any time. Residents and their guests are not permitted in the common areas while under the influence.

Inspections: An initial inspection will be conducted within 30-90 days from the time of your move-in. Inspections will be conducted at least twice per year. Please refer to the Household Standards attached to your dwelling lease. You will

be given at least a 24-hour notice with the date of your inspections. Failure to comply with SMHA Housekeeping Standards can result in eviction.

Private Work of Employees: No resident is permitted to ask employees of SMHA to do work of a private nature.

Work Orders: Residents shall immediately notify SMHA of all maintenance repair items and/or malfunctions that has occurred in gas or water lines or building systems. When placing a work order, you must have your name and street address, including your apartment number. Please call the following number for 24-hour service: 844-707-1393

Locks: No additional locks are to be added to the doors. We must have access to your home in case of any emergency and/or maintenance work that is needed.

Satellite Dishes and Security Cameras: No resident is permitted to attach any fixture of any kind to SMHA buildings or property, including fencing. This includes satellite dishes and security cameras. Placement of satellite dishes or security cameras on SMHA grounds must be approved in writing prior to installation.

Smoke Detectors: It is a violation of your lease to disconnect your smoke alarm. Residents shall not damage, tamper or remove smoke detectors, nor shall they remove the batteries from these devices. It is your responsibility to ensure working batteries are installed in your smoke detector at all times. If there is a problem with your device, please report this immediately to our 24 hour work order service at 844-707-1393.

Combustible Material/Propane: Residents are not permitted to store or keep gasoline or any other combustible material in their unit. Residents are not permitted to keep propane tanks in their unit.

No Smoking Policy: No smoking of any tobacco or other plant material is permitted on any SMHA property. Items that are prohibited on SMHA property are tobacco or any other plant that involves the ignition and burning of leaves such as, but not limited to, cigarettes, cigars, pipes, hookahs, water pipes. Residents who violate this rule will receive two (2) warnings. If the problem persists, then a legal eviction will be issued.

Stove and Refrigerator: Stoves and refrigerators should be cleaned on a regular basis. When cleaning the stove, please do not use any oven cleaner on the outside of the stove (only use the cleaner on the inside).

Disposal of Grease: Do not pour grease of any kind down sinks, toilet drains or any outside area around your unit. Store used grease in a storage container with a lid and dispose of it with your trash.

Waterbeds: No waterbeds are permitted in SMHA housing. Ruptured waterbeds can result in extensive damage to the resident's unit as well as the surrounding units.

Pets: Fish, birds and small caged animals are permitted. Birds of prey, snakes, lizards, reptiles, etc. are NOT permitted. Dogs and cats **may** be permitted. **Please check with your Manager for SMHA's full Pet Policy.** Do not move any pets in prior to completing the pet application, receiving approval and paying a pet deposit of \$250.00. This deposit is refundable. We must have copies of the following: Stark County dog license, neutered/spayed papers and a registration of all shots given to the animal at the time they are approved to be in your unit. Please note that SMHA has the right to ask that any animal be removed from the premises if it causes a disturbance. Visitors and guests are not permitted to bring animals to the property. Residents are not permitted to "animal sit" for pets that have not been properly approved by SMHA. Service and Companion Animals are exempt from the Pet Policy.

Utility Bills: SMHA will be responsible to pay: gas electric basic cable water sewer trash
You will be responsible to pay: rent gas electric

Moving Out: Residents are required to provide a *written* 30 day notice of intent to vacate. SMHA requires that residents provide a move out date and a forwarding address so that security deposit refunds can be returned. Your home should look the way it did when you moved in. Residents should schedule a move out inspection prior to vacating the unit so that a detailed accounting of the unit's condition can be determined. All unit and mail box keys must be returned to SMHA at the time of move out in order to avoid additional rent charges and/or maintenance charges for lock replacements. Two sets of keys must be returned to the management office. If you move out prior to the expiration of your initial 12 month lease, you will forfeit your security deposit.

Moving: Moving into and out of the building/unit should be done between the hours of 8:00 a.m. and 7:00 p.m. so as not to disturb other resident.

Carpet, Painting, Wallpaper, Contact Paper, and Window Coverings & Ceiling Fans: You are not permitted to alter the flooring in your unit. Painting the walls with an SMHA approved paint color is permitted upon written permission from SMHA. Only neutral colors will be permitted and inspection of the painting will be conducted. Contact your manager for approval. Wallpaper, borders or contact paper is not permitted anywhere in your unit including the walls or in the cupboards. Ceiling fans are not permitted to be installed. All SMHA rental units come furnished with properly fitting window blinds. You must have properly fitted and undamaged window blinds. Towels, sheets, paper or any other such covering of any kind may not be hung to cover windows. If you have baseboard heat, please make sure all drapes and curtains are 4" – 6" above the heater.

Hanging of Pictures: No spikes, hooks or large nails may be driven into the walls or woodwork of your unit. Pictures may be hung with the proper picture hangers. Tenants should use appropriately sized hanging devices to securely hang pictures and other wall hangings.

Renters Insurance: All residents are advised to carry renters insurance. SMHA is not responsible for your personal property.

Space and Electric Heaters: No space heaters or electric heaters are to be used in your home. These heaters pose a fire hazard.

Extermination: SMHA provides extermination services for residents at no cost. Residents experiencing insect or rodent problems should contact the SMHA management offices to schedule your unit for pest treatment. Failure to properly prepare for extermination services may result in a maintenance fee for additional treatments resulting from resident not being prepared.

Furnace, Hot Water Tank and Electric Panel: Please be sure to keep the areas near and around your furnace, hot water tank and electric panel clear at all times. A two (2') foot radius around the furnace and hot water tank must be maintained at all times. This will reduce the potential for fire. A clear path to the electric panel must be maintained in the event of an emergency. Once a year our maintenance department will enter your home to clean your furnace and replace the filters. At least a 24-hour notice will be given to you.

Clothes Washers and Dryers: Please be sure to keep the areas near and around your clothes dryer clear at all times in order to avoid a fire hazard. All clothes dryers must be properly connected to the exterior dryer vent for fire safety reasons. All washing machines must have appropriate water hoses and must be properly connected to an approved drain.

Lawn, Trees and Shrubbery: You are responsible for keeping your lawn area, trees and shrubbery cut. Residents are permitted to plant flowers. No parking or driving is permitted on the lawn areas. Garbage around the yard area is to be picked up by the resident. The resident is responsible for snow removal around their respective units. Tenants are responsible for picking up any trash and litter that accumulates within 15 feet of their unit. Any trash or litter that is required to be removed by the SMHA staff will be billed to the tenant.

Garbage: (1) If there is no garbage dumpster provided at your location, you are responsible for having a garbage can with a secure lid. Residents are responsible for maintaining trash cans that will keep the contents securely inside the trash can. (2) Low-rise and high-rise buildings have garbage chutes for resident's convenience. All garbage and debris must be placed in plastic bags and tied before placing it into trash cans, dumpsters or in the garbage chute. Nothing is to be left on the ground around the dumpster or in the hallway where there is a garbage chute. No trash bags are to be left anywhere outside of the proper trash disposal container. Please make sure trash is secured tightly before placing in garbage chute so chute does not jam for other residents. If management or maintenance has to dispose of trash or pick-up loose trash, you will be charged. Repeated offenses may cause legal proceeding that could lead to eviction.

Porches / Decks: Porches shall be kept clear of trash, litter and debris. Porches shall not be used to store items such as bikes, strollers, carpeting and other household items. Only outdoor furniture is permitted on the porches. No interior furniture such as couches, recliners, kitchen tables and chairs or indoor end tables will be permitted on the exterior of the unit. No grills are permitted inside the dwelling unit or on the porches. All porch furniture shall be removed and properly stored by November 15th each year to assist with SMHA's snow removal efforts. SMHA reserves the right to

clear the property of excess debris each fall. Proper notice shall be given to residents prior to the removal of debris left around the property.

Window Air Conditioners: Window air conditioning units must be installed using proper equipment. Plexiglas or like material must be used to fill open areas of the window surrounding the air conditioning unit. No cardboard, plywood, curtains, etc. are permitted to be used to hold a window air conditioning unit in. SMHA reserves the right to remove any improperly installed window AC unit that presents a hazard. This will be at the resident's expense. All window air conditioning units shall be removed from the windows by November 1st of each year. Window units must be removed by November 1st to assist SMHA with the reduction of utility costs.

FOR LOW-RISE and HIGH-RISE BUILDINGS ONLY

Obstructing Halls & Passageways: The sidewalks, entries, passages, halls, and inside and outside stairways shall not be used for any purpose other than entering or exiting the common areas and apartments/unit. No footwear or other objects are permitted to be placed outside the apartment in the adjoining hallway. Tenants are not permitted to use 'welcome' mats in the hallways. Welcome mats may pose a tripping hazard for other tenants.

Cleaning, Rubbish, Dusting, Throwing or Hanging Articles: No rugs are permitted to be cleaned, shaken or beaten on porches or from windows. Residents shall not sweep any dust, rubbish, or litter from their apartments into any of the halls or entry ways of the building. Nothing shall be thrown from the windows, doors, or porches, or down any passages, nor shall anything be hung from the outside of the windows or placed on the outside window sills or porch railings. Each resident is responsible for the area in, around, and directly outside their unit.

Proper Attire: All residents and visitors must wear pants, shirts and shoes while they are in common areas of the buildings. Residents are not permitted to wear nightgowns, sleepwear, bathrobes or house slippers in the common areas.

Shopping Carts: All Shopping carts are to be returned to their proper location in the building when you have finished unloading them. No resident is to maintain a shopping cart in their unit for personal use nor are residents permitted to leave shopping carts in the hallway.

Medical Card or Vial of Life: Please complete the medical form. This information may be provided to paramedics in the event of an emergency. It is your responsibility to keep this information updated.

Master Key Holder: There may be a master key holder in our low-rise and high-rise buildings. This key is used for emergency situations, such as a lock out or illness. The master key holder's name, phone number and apartment number will be posted on the bulletin board in the lobby of your building if your building has a person.

Laundry Facility: We have coin operated washers and dryers for our resident's use. Please make sure that you clean out the filters on the clothes dryer after each use.

Emergency Cords: Pull cords are located in the bedroom and bathroom. Once the cord is pulled, it will alarm the building. A light above the door will light up to show the location of the emergency. All pull cords must be easily accessed from the floor, therefore, residents are not permitted to remove the cord nor is it permissible to secure the cord above the floor.

All residents who violate any House Rule will be issued a violation notice, which may be in the form of a 30 day vacate notice. Continued abuse of the House Rules may result in the initiation of legal proceedings which could lead to eviction.

The Housing Authority shall have the right to make other and further reasonable rules and regulations that it determines to be necessary for the safety, care, and cleanliness of the building and its property. All residents, their guests, and all other persons for whom they are responsible will for preservation follow all rules and regulations.

ACKNOWLEDGEMENT OF RECEIPT OF HOUSE RULES

All of the rules and regulations outlined in SMHA House Rules are very important. They are attached to and incorporated as part of your dwelling lease agreement. Failure to abide by the regulations outlined in the SMHA House Rules document may lead to legal action against you or members of your household. You are responsible for reading the House Rules as well as your lease and abiding by the requirements outlined in these documents. If you have any questions, please feel free to contact the Stark Metropolitan Housing Authority Management Office.

By signing below, you are attesting that you have received the SMHA House Rules, you have read the House Rules and that you understand and agree to them.

Resident Signature Date

Resident Signature Date

SMHA Representative Date

**Stark Metropolitan Housing Authority
400 E. Tuscarawas St., Canton, OH 44702**

PET POLICY

Rules and Regulations

The Stark Metropolitan Housing Authority (SMHA) does comply with Federal regulations and will permit a common household pet in accordance with this policy. Common household pets as authorized by this policy means a domesticated animal such as a dog, cat, fish, birds, and rodents that are traditionally kept in the home for pleasure rather than commercial purposes. Any animals not permitted in residential units by state or local laws may not be kept by SMHA residents, including exotic or wild animal or snakes.

Residents of elderly or designated handicapped units are permitted small birds, caged animals, fish, cats, or dogs. Individuals with a documented disability requiring service animals, not residing in any of the above type units or not meeting other requirements (i.e. size/type of animal) must request specific modifications of this policy.

Residents who own pets under previous policies may continue to have the pets that they currently own. Any time that they request have a new pet, this request must be in compliance with the rule in effect at that time.

I. APPROVAL

A. Criteria

Request for permission to have a pet must be submitted prior to bringing a pet into the unit. The pet owner and the landlord (SMHA) must enter into a "Pet Agreement" (Appendix 2). In addition, the pet owner must provide proof of the pet's good health and suitability under the standards set forth in these rules and regulations. For dogs and cats, proof must be given (and renewed at the time of resident's re-examination) of the animal's licensing and vaccination record, etc. Cats and dogs must be neutered or spayed. Proof of spaying or neutering must also be submitted. If the pet being registered is under-age for spaying and neutering, proof that this procedure has been undertaken must be presented to the authority at a designated time. Cats are required to have front paws declawed. All licenses and tags must be current.

Prior to admittance of a pet into the facility, residents will be required to complete the following forms:

1. Pet Policy Certification (see Appendix 1)
2. Pet Agreement (see Appendix 2)
3. Veterinarian's Certification (see Appendix 3)

B. Vaccination Requirements

Dogs and cats must have the proper inoculations required by law, and certified by a veterinarian licensed to practice in the State of Ohio.

II. DEFINITIONS

A common household pet is a domesticated animal, including dog, cat, bird, fish or rodent such as a gerbil or hamster.

A "service animal" is an animal which has been trained and certified to provide services to an individual with a disability.

A service animal will be permitted once proper documentation is submitted. However, animal control and veterinary practices will still be enforced.

A "common area" is any area to which all residents have access, and is not under the direct control of any individual resident.

"Management" refers to any employee or representative of the Stark Metropolitan Housing Authority.

III. PET DENSITY

Only one of the following is acceptable.

- A. No more than one dog or one cat may be kept in any unit.
- B. No more than two, small caged birds may be kept in any unit.
- C. An aquarium for fish may not exceed twenty (20) gallons.
- D. NO more than two (2) small animals, i.e. mice, gerbil, or hamster or one guinea pig or one rabbit may be kept in any unit. Small animals must be kept in a cage. (Cage sizes outlined in Exhibit B).

IV. SIZE/BREEDS

Cats and dogs shall be limited to small breeds where adult height at the shoulder shall not exceed fifteen (15) inches. The size limitations do not apply to approved reasonable accommodation animals.

Pitbulls and rotweilers are prohibited. The breed limitations do not apply to approved reasonable accommodation animals. In all other cases, local ordinances will apply.

V. DAMAGES/PET DEPOSIT

- A. The resident is responsible for reasonable expenses incurred by Stark MHA as a result of damages directly attributable to the presence of the pet, including cleaning and related waste removal, the cost of repairs and replacements to the dwelling unit and fumigation of the dwelling unit. If the resident is in occupancy when such costs occur, the resident will be billed for such costs as a current charge. No deposit will be charged for approved reasonable accommodation animals.
- B. A pet deposit of \$250 will be charged for each dwelling unit where a dog or cat resides. The deposit may be paid as a \$50 initial payment, with the remainder to be paid in agreed upon consecutive monthly payments until the \$250 is reached. SMHA reserves the right to change this deposit amount at any time, consistent with Federal guidelines.
- C. Resident's liability for damages caused by his/her pet is not limited to the amount of the pet deposit and the resident will be required to reimburse SMHA for the real cost of any and all damages by his/her pet where they exceed the amount of the pet deposit.
- D. Upon move-out, units occupied by a cat or dog will be inspected by the housing manager for any infestation or other damage resulting from the pet. If the unit is found to be infested, the extermination charge will be the responsibility of the pet owner. The pet deposit will be returned at any time the pet no longer resides in the unit, minus any charges for damage caused by the pet. The resident is permitted, and encouraged, to be present for any and all inspections.

VI. PET RULES

A. Dogs and Cats

- 1. Dogs will not be permitted at the following family housing developments:
 - Jackson-Sherrick
 - Sunset Homes
 - Linwood Acres
 - Mahoning Manor
 - Gage Gardens
 - Ellisdale Homes
 - Willow Homes
 - Underhill Homes
 - Franklin Homes
 - Neal Court

-Leshdale

2. Dogs and cats shall be quartered within the resident pet owner's unit. When dogs or cats are outside of the unit, they must be kept on a leash no longer than six (6) feet and under control, led by a reasonable person at all times. Under no circumstances shall any dog or cat be permitted to run loose in any common area. Dogs and cats will not be permitted to be quartered outside of the unit.
3. The unit must be kept free of odors and maintained in a clean and sanitary condition. All animal waste or litter from a cat litter box must be removed daily. Obnoxious odors can cause health problems and will not be tolerated.
 - a. Wastes must be placed in a plastic bag, tightly secured and deposited in a trash dumpster. Poorly disposed of waste will not be tolerated. At no time will pet waste be placed in trash chutes or in the unit.
 - b. Residents are not permitted to exercise their pet or permit their pet to excrete waste in interior common areas of the development premises.
4. Resident pet owners agree to be responsible for immediately cleaning up any waste, dirt, etc. caused by their pet in a common area. Resident pet owners shall also be responsible for immediately removing and properly disposing of any pet excreta, feces, urine, etc.
5. If management has to remove any pet waste, a twenty five-dollar (\$25) charge will be made. Repeated violations (three) will necessitate the owner removing the pet permanently from the premises. Failure to comply may result in termination of the resident's Dwelling Lease.
6. When a resident who owns a cat or dog calls in a work order, he/she must inform the work order clerk that he/she owns the pet. The resident is then responsible for securing the pet in the unit, before the staff will complete the work order.
7. SMHA and its staff are not responsible for any action, injuries or damages caused by any resident's pet. A pet is the sole responsibility and liability of the pet owner. **ANY PET, WHICH CAUSES BODILY INJURY TO ANY RESIDENT, GUEST OR STAFF MEMBER, SHALL BE IMMEDIATELY REMOVED FROM THE PREMISES WITHOUT PRIOR NOTIFICATION. (POSSIBLY PERMANENTLY).**
8. Resident pet owners agree to control the noise of their pet such that it does not constitute a nuisance to any residents. Failure to control pet noise may result in the removal of the pet from the premises.
9. No dog or cat shall be left unattended in any unit for longer than twelve (12) hours. All other animals shall not be left unattended for more than twenty-four (24) hours.
10. All resident pet owners shall provide adequate care, nutrition, exercise and medical attention for their pets. Pets which appear to be poorly cared for or which are left unattended for longer than limits indicated in #7 above will be reported to the appropriate authority and removed from the premises at the pet owner's expense.
11. The pet owner will submit to the development office the names, addresses and telephone number of two responsible parties (not at the same address) who will care for the pet if the pet owner, for any reason, is unable to care for the pet. If the person is unable or unwilling to accept the responsibility, the pet owner authorizes management to contact state or local authorities to enter the apartment and remove the pet for a period not to exceed thirty (30) days. SMHA will not be responsible for the well being of the pet or any cost incurred during the thirty (30) day period. If there is no resolution regarding the care of the pet at the end of this period, the pet and the expenses incurred become the sole responsibility of the pet owner.
12. In the event of the death of the pet, it is agreed by the owner that management shall have discretion to dispose of the pet consistent with Federal guidelines if the main caretakers are unwilling to take

responsibility, or if written instructions with respect to such disposal are not provided to the development office in advance by the resident. Cost of pet removal and subsequent fees will be charged to the resident. Under no circumstances are pets to be buried or disposed of on the premises or in trash containers or dumpsters.

- a. Information regarding providers of pet disposal services is provided on Exhibit A.
13. Resident pet owners acknowledge that other residents may have chemical sensitivities or allergies related to pets and/or are easily frightened by such pets. The resident, therefore, agrees to exercise common sense and common courtesy with respect to the other residents' right to peaceful and quiet enjoyment of the premises. If using common laundry facilities, it is strongly recommended that the pet owner run an additional wash cycle and clean out all filters before leaving the wash room.
 14. After proper written notification (Appendix 4), management may require the removal of the pet from the premises on a permanent or temporary basis for the following causes:
 - a. Excessive pet noise or odor after being advised by management.
 - b. Unruly or dangerous behavior.
 - c. Excessive damage of the resident's apartment.
 - d. Repeated problems with the pet or any infestations.
 - e. Failure of the resident to provide for adequate care of his/her pet.
 - f. Leaving a pet unattended for more than the allotted time period.
 - g. Failure of the resident to provide adequate and appropriate vaccination of the pet.
 - h. Tenant's death, serious illness and/or refusal or inability to care for the pet.

The resident will be given an additional notice to remove the pet that shall contain a brief statement defining the violation of the pet rules, a requirement that the resident must remove the pet within forty-eight (48) hours of the notice and a statement that failure to remove the pet will result in the initiation of termination of the lease agreement.

15. In the event of an emergency, the pet owner gives permission for the removal of the pet from the premises immediately for serious problems including, but not limited to, the following:
 - a. Pet becomes vicious.
 - b. Pet displays symptoms of serious illness.
 - c. Pet demonstrates other behavior that constitutes an immediate threat to the health and safety of a resident, guest, staff member or other authorized person.
16. Pets not owned by the resident are strictly prohibited with the exception of specially trained service animals that assist persons having a disability. These pets are not required to meet the limitations as to size or number. However, all other aspects of these rules and regulations will apply.
17. "Pet sitting" is not permitted for any pet not already within the same development.
18. Residents will not feed or water stray or wild animals.

B. Birds

1. Birds must be kept caged within the resident's unit at all times.
2. Cages must be cleaned not less than twice a week. Waste must be disposed of in sealed trash bags and placed in the trash dumpster. Litter cannot be flushed down the toilet.

C. Fish

1. The aquarium shall not exceed twenty (20) gallons and shall be placed on a management-approved stand in a safe location within the unit.

2. Water damage to walls, carpets, flooring or the ceiling of the unit below caused by breakage or spillage of or from the aquarium shall be the responsibility of the tenant who shall be billed for repair costs, as required.

D. Other Animals

1. Animals of the rodent family (i.e. mice, hamsters, gerbils or a guinea pig, or a rabbit) must be kept caged at all times.
2. Cages must be kept clean. A thorough cleaning, not less than twice a week is recommended.
3. Any other issues such as noise, odor and behavior apply the same as for dogs and cats.

VII. NOTIFICATION POLICY

In the event that any pet owner violates these pet rules, management shall provide written notice of such violations as follows (Appendix 4):

A. Creation of a Nuisance

The owner of any pet which creates a nuisance upon the grounds or causes excessive noise, odor or unruly behavior shall be notified of such nuisance in writing by management and shall be given five (5) calendar days to correct such nuisance. Failure to comply may result in requiring the removal of the pet and/or termination of the pet owner's Dwelling Lease.

B. Dangerous Behavior

1. Any pet which physically threatens a resident, guest, staff member or other authorized persons within or on the development grounds shall be considered dangerous. SMHA shall provide written notification to the pet owner of the dangerous behavior and the pet owner shall have five (5) calendar days to correct the animal's behavior. It is the responsibility of the pet owner to correct the violation. Failure to comply may result in the removal of the pet and/or termination of the pet owner's Dwelling Lease. If the resident disagrees, they may request a formal hearing in accordance with the SMHA Grievance Procedure.
2. Any pet which causes physical harm to any resident, guest or other authorized person present upon the development grounds shall be immediately removed from the premises by management with written notice.

VIII. INSPECTION POLICY

A. Management is given permission to enter the pet owner's unit for the purpose of inspecting if a signed written complaint is received by management, or if management feels conduct or condition of the pet or pet owner warrants same. The inspection will be made during reasonable hours, after proper notice has been given to the pet owner (48 hours' notice). In an emergency situation, entry will be made immediately. Notice will be given to the pet owner at such emergency entry, giving the reason for such entry.

Pet Policy Certification – Dog/Cat

This document, completely filled out, must be submitted to management before the pet is permitted on the premises.

Name of Owner(s) _____

Address _____

Telephone Number (Work) _____ (Home) _____

Pet Description: Name _____

Breed _____

Age _____

When Full-Grown: Weight _____ Markings _____

License No. _____ Tag info: _____

Flea Collar: Yes _____ No _____

Picture of Pet: Yes _____ No _____

If your pet is a cat, has it been declawed? Yes _____ No _____

Veterinarian's Name _____

Address _____

Telephone Number _____

Parties to assume responsibility for pet if you are unable to do so:

(1) Name(s) _____

Address _____

Telephone Number (Work) _____ (Home) _____

(2) Name(s) _____

Address _____

Telephone Number (Work) _____ (Home) _____

Veterinarian's Certification

Pet Owner's Name _____

Veterinarian's Name _____

Address _____

Telephone Number _____

ANIMAL TYPE _____

BREED: _____

COLOR: _____

AGE: _____

WEIGHT: _____

MARKING: _____

LICENSE NO. _____

ISSUED: _____

DATE

TREATMENT:

Parvovirus _____

Distemper _____

Rabies _____

Heartworm _____

Spay/Neuter _____

Other _____

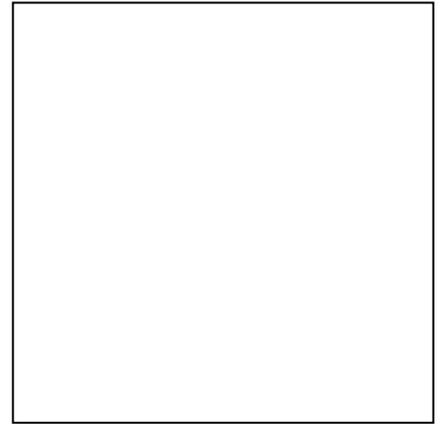
COMMENTS: _____

Next routine office visit: _____

Purpose: _____

Veterinarian's Signature

Date



Pet Agreement

The agreement entered into this ___ day of _____, 20___, by and between Stark Metropolitan Housing Authority and _____ (Resident). In consideration of their mutual promises, the parties agree as follows:

1. Resident desires and has received permission from SMHA to keep the pet named _____ and described as _____

2. This Agreement is an Addendum to and part of the Dwelling Lease between the SMHA and Resident, executed on _____, 20___. In the event of default by Resident of any of the terms of this Agreement and all succeeding leases, the resident agrees upon proper written notice of default from SMHA, to cure the default, remove the pet or vacate the premises. Resident agrees that SMHA may revoke the permission to keep said pet on the premises by giving Resident proper written notice.

3. As a special deposit for cats and dogs, Resident agrees to pay SMHA the sum of \$250, which shall be paid in an initial payment of \$_____ and _____ monthly payments of \$_____. When the resident vacates the property, SMHA may use this deposit as is reasonably necessary to take care of any damages or cleaning caused by or in connection with said pet. At the termination of this Agreement, any balance shall be refunded to the Resident within thirty (30) days. Resident agrees to pay SMHA for any damages caused by the pet in excess of this deposit and the security deposit on demand by SMHA. Damages, cleaning, etc. that occur while the resident lives in the unit will be billed as current charges.

4. Resident has received a copy of the SMHA Pet Policy. Resident agrees to comply with:

- The Pet Policy
- All other applicable government laws and regulations such as, but not limited to, licensing, etc.

5. Resident represents that the pet is quiet and housebroken, and will not cause any damage or annoy other residents.

6. Resident agrees that the pet will not be permitted outside the Resident's unit unless restrained by a leash. Use of the grounds or premises of SMHA for sanitary purposes is prohibited.

7. Resident shall not permit the pet to cause any damage, discomfort, annoyance or nuisance, or in any way to inconvenience or cause complaints from any other resident. Any soiling created by the pet shall be immediately cleaned up by the Resident. If management has to remove any waste left by any pet, a twenty-five dollar (\$25) charge will be made. Repeated violations (three) will necessitate removal of the pet permanently from the premises for failure to comply and may result in termination of the Dwelling Lease.

8. Resident agrees to remedy any emergency situations involving their pet (e.g. attack by pet on staff members, another resident or a guest) immediately and any nuisance or dangerous behavior within five (5) days.

9. Resident will be financially responsible for any infestation of fleas or other insects that affects his/her own unit or any adjacent unit as a result of his/her pet.

10. Any pet left unattended for twelve (12) hours or more or whose health is jeopardized due to mistreatment or inappropriate care will be removed. The pet owner will be reported to the appropriately deemed authority to remove the pet at the expense of the Resident.

11. Resident agrees to maintain their pet in a healthy condition and to update the Veterinarian's Certification (Appendix 3) at the time of the annual re-examination.

12. Resident agrees that SMHA is in no way responsible nor liable for any action, injuries or damages caused by the resident's pet. A pet is the sole responsibility and liability of the pet owner. Nor is SMHA responsible for the safekeeping or well-being of the pet.

13. Resident has read and agrees to comply with this Pet Policy and agrees to comply with any rules and regulations that may be reasonably adopted in the future.

_____ Unit Number _____
Resident (Print Name)

_____ City State Zip
Address

Resident's Signature

I have provided the above-named resident with a copy of SMHA's Pet Policy. Resident has signed the Pet Agreement in my presence.

STARK METROPOLITAN HOUSING AUTHORITY

Print Name

Signature

Title

Date

**Stark Metropolitan Housing Authority
Animal Responsibility Agreement**

I, _____, acknowledge, understand and agree that my responsibility relating to my animal includes, but is not limited to the following:

1. My animal must be under my control and supervision in common areas at all times. For example, I will keep my animal on a leash, in a carrier or otherwise maintain direct control of my animal.
2. My animal should not create a nuisance or unreasonable disturbance of other's use and quiet enjoyment of their units. Examples of nuisance type behavior include, but is not limited to:
 - Personal injury or property damage or threat of such injury and/or damage caused by my animal's behavior
 - Continuous noise and/or otherwise disturbing other residents at any time of the day or night
 - The animal relieves itself on the walls or floors of common areas (indoors or outdoors) of the leased premises
3. Any damage or waste created by my animal is my responsibility and should be cleaned and/or repaired as soon as possible.
4. The care and maintenance of my animal is my sole responsibility as the owner which includes, but is not limited to having any license, registration and/or vaccination of my animal.
5. I am responsible for the immediate and proper disposal of my animal's waste from my unit and/or any common areas inside or outside the leased premises.

I have read and understood the above terms of Stark Metropolitan Housing Authority's Animal Responsibility Agreement. I understand that failing to fulfill my responsibilities may result in an informal hearing and up to and including eviction proceedings. I hereby acknowledge my responsibility and agree to be responsible for my animal.

Resident/Animal Owner's Printed Name

Resident/Animal Owner's signature

Date: ____/____/____

Witness

Date: ____/____/____

Stark Metropolitan Housing Authority
Standards for Household Inspections

Objectives

To establish guidelines for management personnel where household inspections, maintenance reports, or neighbors; (tenants) complaints are concerned and to establish a basis for Management decisions (including, but not limited to charges or evictions) where SMHA standards are not maintained.

Statement of Purpose

It is the responsibility of SMHA to provide decent, safe and sanitary housing for eligible families. Inherent in our purpose is the duty of SMHA tenants to maintain their apartments in a like manner. These standards are set forth to better inform SMHA residents about management expectations.

SMHA Household Standards

Damage

Holes in walls, doors, damage to screens and SMHA furnished appliances are considered as negligence and destruction. Malicious and negligent damage to doors, woodwork, and kitchen cabinets are in the same category. Unreported damage is considered negligence.

Health and Sanitation

Sinks and toilets left in a condition where color and filth are evident to the senses are considered health problems: garbage left inside and around the apartment, unwrapped and not in proper refuse containers, is also considered a health problem.

Floors

Floors containing food particles, discolored by dirt, and the absence (excessive) of floor tiles is considered unsatisfactory. Carpets containing food particles and that are badly torn and damaged are also unsatisfactory.

Windows

Broken or cracked windows, screens and shades torn and hanging or totally out are not satisfactory.

Safety

Combustible materials stored around areas such as the water heater, stove and furnace is unsatisfactory. Exits blocked by furniture and other large items is considered unsafe.

Exterior

Litter, garbage and rubbish in yards and around the garbage container is unsatisfactory. Inoperable vehicles in the yard or parking lot are not permitted; parking and driving on lawns is not permitted.

Walls

Crayon or other markings on walls, floors, refrigerators, stoves and woodwork is unsatisfactory.

Stoves

Burners and ovens containing grease and cooking residue are unsatisfactory.

Refrigerators

Unfrozen, damaged and dirty refrigerators are unsatisfactory.

Disorderly Apartment

A disorderly unit is considered to be an apartment cluttered with clothing on floors and chairs, evidence of debris scattered about, kitchen sink cluttered with unwashed dishes, beds unmade, bathtubs unwashed, face bowls unwashed, toilets uncleaned, yards and rubbish areas with paper, cans and other debris scattered about, grass uncut, and markings on the unit (interior and exterior). These conditions **should not** be present during any period of time (whether regular inspection period, maintenance visit or management visit).

Resident Signature: _____

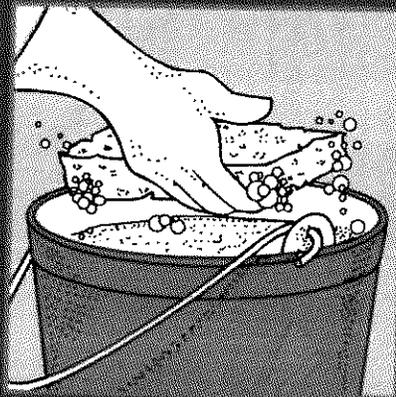
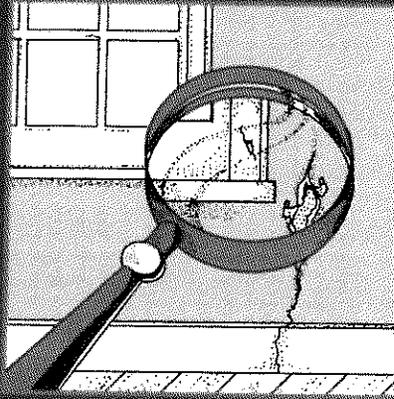
Date: _____

Resident Signature: _____

Date: _____

SMHA Representative: _____

Date: _____



Protect Your Family From Lead In Your Home

 **EPA** United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20207
U.S. HUD Washington DC 20410

EPA747-K-99-001
September 2001

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.

Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



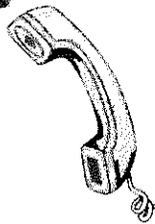
LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure form about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure form about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS have to give you this pamphlet before starting work.



IF YOU WANT MORE INFORMATION on these requirements, call the National Lead Information Center at **1-800-424-LEAD (424-5323)**.

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IMPORTANT!

Lead from Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

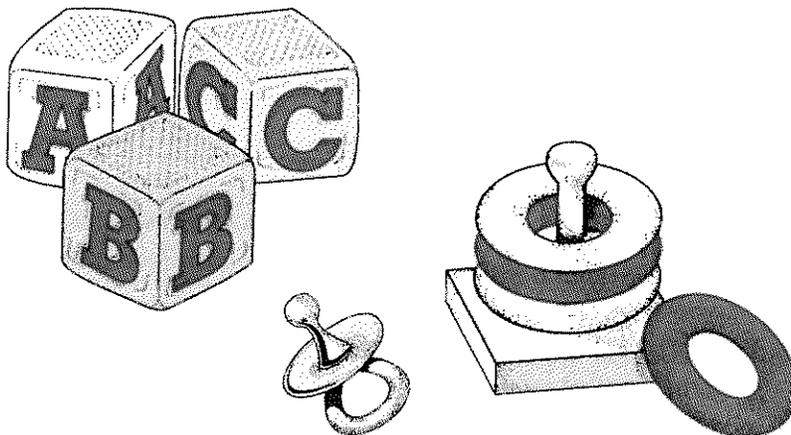
Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

Lead is even more dangerous to children than adults because:

- ◆ Children's brains and nervous systems are more sensitive to the damaging effects of lead.
- ◆ Children's growing bodies absorb more lead.
- ◆ Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



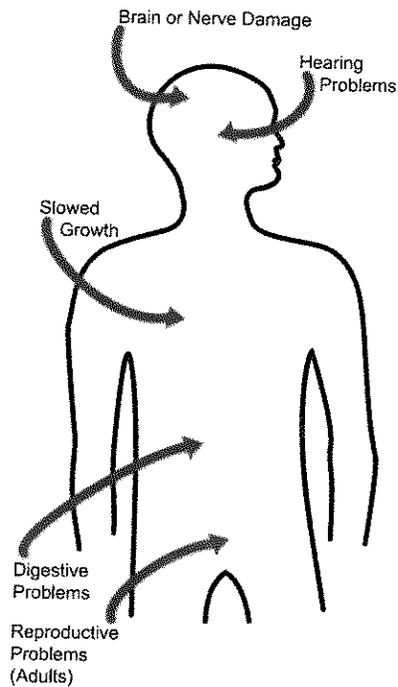
Lead's Effects

If not detected early, children with high levels of lead in their bodies can suffer from:

- ◆ Damage to the brain and nervous system
- ◆ Behavior and learning problems (such as hyperactivity)
- ◆ Slowed growth
- ◆ Hearing problems
- ◆ Headaches

Lead is also harmful to adults. Adults can suffer from:

- ◆ Difficulties during pregnancy
- ◆ Other reproductive problems (in both men and women)
- ◆ High blood pressure
- ◆ Digestive problems
- ◆ Nerve disorders
- ◆ Memory and concentration problems
- ◆ Muscle and joint pain



*Lead affects
the body in
many ways.*

Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside *and* outside of the house.
- ◆ In soil around a home. (Soil can pick up lead from exterior paint or other sources such as past use of leaded gas in cars.)

Checking Your Family for Lead

Get your children and home tested if you think your home has high levels of lead.

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect high levels of lead. Blood tests are usually recommended for:

- ◆ Children at ages 1 and 2.
- ◆ Children or other family members who have been exposed to high levels of lead.
- ◆ Children who should be tested under your state or local health screening plan.

Your doctor can explain what the test results mean and if more testing will be needed.

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

Deteriorating lead-based paint (peeling, chipping, chalking, cracking or damaged) is a hazard and needs immediate attention. It may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear, such as:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

Lead dust can form when lead-based paint is dry scraped, dry sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors.
- ◆ 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 400 parts per million (ppm) and higher in play areas of bare soil.
- ◆ 1,200 ppm (average) and higher in bare soil in the remainder of the yard.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Checking Your Home for Lead

Just knowing that a home has lead-based paint may not tell you if there is a hazard.

You can get your home checked for lead in one of two ways, or both:

- ◆ A paint **inspection** tells you the lead content of every different type of painted surface in your home. It won't tell you whether the paint is a hazard or how you should deal with it.
- ◆ A **risk assessment** tells you if there are any sources of serious lead exposure (such as peeling paint and lead dust). It also tells you what actions to take to address these hazards.

Hire a trained, certified professional who will use a range of reliable methods when checking your home, such as:

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.



There are standards in place to ensure the work is done safely, reliably, and effectively. Contact your local lead poisoning prevention program for more information, or call **1-800-424-LEAD** for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these tests before doing renovations or to assure safety.

What You Can Do Now To Protect Your Family

If you suspect that your house has lead hazards, you can take some immediate steps to reduce your family's risk:

- ◆ **If you rent, notify your landlord of peeling or chipping paint.**
- ◆ **Clean up paint chips immediately.**
- ◆ **Clean floors, window frames, window sills, and other surfaces weekly.** Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. **REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.**
- ◆ **Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.**
- ◆ **Wash children's hands often, especially before they eat and before nap time and bed time.**
- ◆ **Keep play areas clean.** Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ **Keep children from chewing window sills or other painted surfaces.**
- ◆ **Clean or remove shoes before entering your home to avoid tracking in lead from soil.**
- ◆ **Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products.** Children with good diets absorb less lead.



Reducing Lead Hazards In The Home

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called “interim controls”) are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead “abatement” contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- ◆ 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills; and
- ◆ 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your local agency (see page 11) for help with locating certified contractors in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

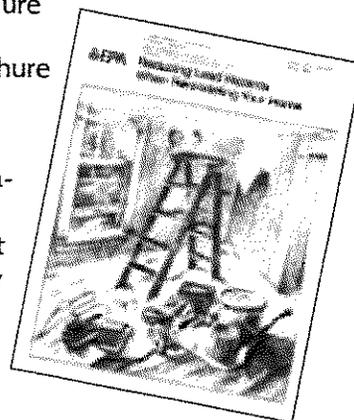
Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

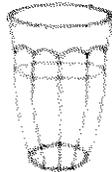
If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



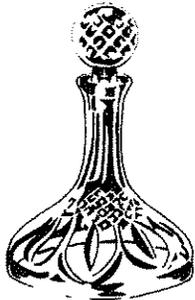
If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



Other Sources of Lead



While paint, dust, and soil are the most common lead hazards, other lead sources also exist.



- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
 - Use only cold water for drinking and cooking.
 - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- ◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- ◆ **Old painted toys and furniture.**
- ◆ **Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.**
- ◆ **Lead smelters** or other industries that release lead into the air.
- ◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- ◆ **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards.

To access lead information via the web, visit **www.epa.gov/lead** and **www.hud.gov/offices/lead/**.

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** and ask for the National Lead Information Center at **1-800-424-LEAD**.

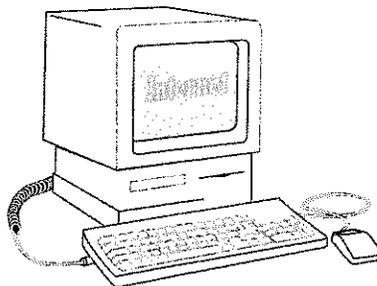


EPA's Safe Drinking Water Hotline

Call **1-800-426-4791** for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's website at: **www.cpsc.gov**.



Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your local contacts on the Internet at **www.epa.gov/lead** or contact the National Lead Information Center at **1-800-424-LEAD**.

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, Washington DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
(ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

CPSC Regional Offices

Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

Eastern Regional Center
Consumer Product Safety Commission
201 Varick Street, Room 903
New York, NY 10014
(212) 620-4120

Western Regional Center
Consumer Product Safety Commission
1301 Clay Street, Suite 610-N
Oakland, CA 94612
(510) 637-4050

Central Regional Center
Consumer Product Safety Commission
230 South Dearborn Street, Room 2944
Chicago, IL 60604
(312) 353-8260

HUD Lead Office

Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

U.S. Department of Housing and Urban Development
Office of Healthy Homes and Lead Hazard Control
451 Seventh Street, SW, P-3206
Washington, DC 20410
(202) 755-1785

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, heat gun, dry scraper, or dry sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



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Stark Metropolitan Housing Authority

400 East Tuscarawas St.

Canton, OH 44702

PH: 330-454-8051

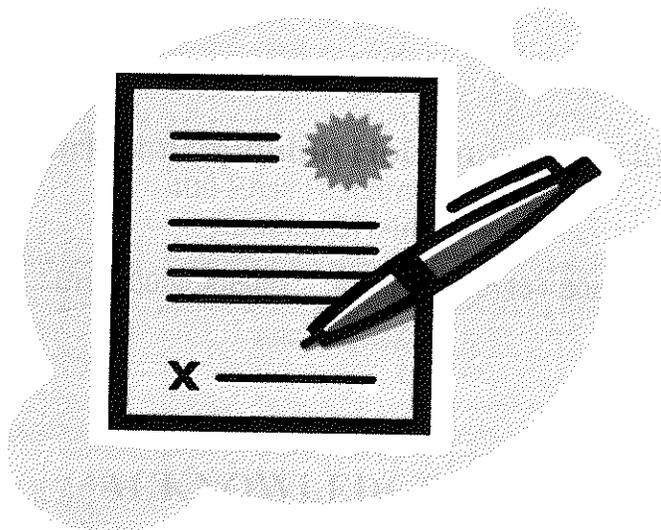
FX: 330-454-8065



www.starkmha.org

ACKNOWLEDGEMENT

I have received and reviewed the information contained in the Stark Metropolitan Housing Authority brochure entitled, **“PROTECT YOUR FAMILY FROM LEAD IN YOUR HOME”**.



(SIGNATURE)

(DATE)

(PRINT FULL NAME)

(ADDRESS)

(CITY / STATE / ZIP)

SMHA's Grievance Procedure

Purpose.

The purpose of this document is to set forth grievance procedures to assure that SMHA tenants are afforded an opportunity for a hearing if the tenant disputes, within a reasonable time, any PHA action or failure to act involving the tenant's lease with SMHA or PHA regulations which adversely affect the individual tenant's rights, duties, welfare or status in relation to their participation in SMHA's public housing program.

Applicability.

SMHA's grievance procedure is applicable to all individual grievances between the tenant and the PHA, as defined in the Definitions section of this document, with the exception of below:

When HUD has determined that the law in the PHA's jurisdiction requires that the tenant must be given the opportunity for a hearing in court which provides the basic elements of due process before eviction from the dwelling unit. If HUD has issued a due process determination, a PHA may exclude from the PHA administrative grievance procedure under this subpart any grievance concerning a termination of tenancy or eviction that involves:

- (A) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the PHA;
- (B) Any violent or drug-related criminal activity on or off such premises; or
- (C) Any criminal activity that resulted in felony conviction of a household member.

Requirements.

Each PHA shall adopt a grievance procedure affording each tenant an opportunity for a hearing on a grievance as defined in the regulations (§966.53).

The PHA grievance policy shall be included in, or incorporated by reference in, all tenant dwelling leases.

The PHA shall provide at least 30 day notice to tenants and resident organizations setting forth any proposed changes in the PHA grievance policy and procedure and provide an opportunity to present written comments. Comments submitted shall be considered by the PHA before adoption of any grievance procedure changes by the PHA.

SMHA will furnish a copy of the grievance policy & procedure to each tenant and to resident organizations.

SMHA will not only meet the minimal procedural due process requirements contained in their grievance procedures but also satisfy any additional due process requirements that are required by local, state, or federal law.

Definitions for this Procedure

Grievance shall mean any dispute which a tenant may have with respect to PHA action or failure to act in accordance with the individual tenant's lease or PHA regulations which adversely affect the individual tenant's rights, duties, welfare or status in relation to SMHA's public housing program.

Complainant shall mean any tenant whose grievance is presented to the PHA or at the project management office.

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 tenant of the grounds for terminating the tenancy and for eviction;
- (2) Right of the tenant to be represented by counsel;
- (3) Opportunity for the tenant to refute the evidence presented by the PHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have;
- (4) A decision on the merits.

Expedited grievance means a procedure established by the PHA for any grievance concerning a termination of tenancy or eviction that involves:

- (1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the PHA's public housing premises by other residents or employees of the PHA; or
- (2) Any drug-related or violent criminal activity on or off such premises.

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. PHAs must describe their policies for selection of a hearing officer in their lease forms as required by §966.4, changes to which are subject to a 30-day comment period as described in §966.3.

Tenant 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 PHA as lessee of the dwelling unit, or, if no such person now resides in the unit,
- (2) Who resides in the unit, and who is the remaining head of household of the tenant family residing in the dwelling unit.

Resident organization includes a resident management corporation.

Procedures for the Grievance Process

SMHA employs a two step process for resolution of grievances arising when a tenant disputes any PHA action or failure to act involving the tenant's lease with SMHA or PHA regulations which adversely affect the individual tenant's rights, duties, welfare or status in relation to their participation in SMHA's public housing program.

(1) Informal settlement discussion of grievance.

A resident must request an informal settlement meeting within 5 working days of the issue that has initiated the complaint (see Public Housing Request for Informal Settlement Meeting form).

The grievance shall be personally presented, either orally or in writing, to the PHA office or to the office of the project in which the complainant resides so a meeting can be scheduled and the grievance may be discussed informally and settled without a formal grievance hearing.

A summary of such discussion shall be prepared within a reasonable time and one copy shall be given to the tenant and one retained in the PHA's tenant file. The summary shall specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefor, and shall specify the procedures by which a hearing may be obtained if the complainant is not satisfied.

(2) Procedures governing the formal grievance hearing.

When a resident is dissatisfied with an answer provided in step one of the grievance process, they may proceed with requesting a formal grievance within 10 working days after receiving the decision from the informal settlement meeting in step 1 (see Public Housing Request for a Formal Grievance Hearing form).

The formal grievance hearing must be scheduled promptly for a time and place reasonably convenient to both the complainant and the PHA and held before a hearing officer. A written notification specifying the time, place, and the procedures governing the hearing must be delivered to the complainant and the appropriate official.

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

(A) The opportunity to examine before the grievance hearing any PHA documents, including records and regulations that are directly relevant to the hearing. The tenant shall be allowed to copy any such document at the tenant's expense. If the PHA does not make the document available for examination upon request by the complainant, the PHA may not rely on such document at the grievance hearing.

(B) The right to be represented by counsel or other person chosen as the tenant's representative and to have such person make statements on the tenant's behalf;

(C) The right to a private hearing unless the complainant requests a public hearing;

(D) The right to present evidence and arguments in support of the tenant's complaint, to controvert evidence relied on by the PHA or project management, and to confront and cross-examine all witnesses upon whose testimony or information the PHA or project management relies; and

(E) A decision based solely and exclusively upon the facts presented at the hearing.

If the complainant or the PHA fails to appear at a scheduled hearing, the hearing officer may make a determination to postpone the hearing for no more than 5 business days or may make a determination that the party has waived his right to a hearing. Both the complainant and the PHA must be notified of the determination by the hearing officer. A determination that the complainant has waived the complainant's right to a hearing will not constitute a waiver of any right the complainant may have to contest the PHA's disposition of the grievance in an appropriate judicial proceeding.

At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the PHA must sustain the burden of justifying the PHA action or failure to act against which the complaint is directed.

The complainant or the PHA may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

Accommodation of persons with disabilities. (1) The PHA must provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. (2) If the tenant is visually impaired, any notice to the tenant which is required under this subpart must be in an accessible format.

Limited English Proficiency. PHAs must comply with HUD's "Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons" issued on January 22, 2007 and available at http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/promotingfh/lep-faq.

Decision of the hearing officer.

The hearing officer must prepare a written decision, including the reasons for the PHA's decision within a reasonable time after the hearing. A copy of the decision must be sent to the complainant and the PHA. The PHA must retain a copy of the decision in the tenant's folder. The PHA must maintain a log of all hearing officer decisions and make that log available upon request of the hearing officer, a prospective complainant, or a prospective complainant's representative.

The decision of the hearing officer will be binding on the PHA unless the PHA Board of Commissioners determines that:

(1) The grievance does not concern PHA action or failure to act in accordance with or involving the complainant's lease on PHA regulations, which adversely affects the complainant's rights, duties, welfare or status; or

(2) The decision of the hearing officer is contrary to applicable Federal, State or local law, HUD regulations or requirements of the annual contributions contract between HUD and the PHA.

A decision by the hearing officer or Board of Commissioners in favor of the PHA or which denies the relief requested by the complainant in whole or in part will not constitute a waiver of, nor affect in any manner whatever, any rights the complainant may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

SMHA's Grievance Procedures

I have received a copy of the Stark Metropolitan Housing Authority's Grievance Procedures. I understand and agree that it is my responsibility to fully read and understand the procedure. I understand that this policy allows certain protections to me and outlines my ability to request a grievance concerning my lease and tenancy.

Head of Household'd Printed Name Date

Head of Household's Signature Date

Resident's Printed Name Date

Resident's Signature Date

Resident's Printed Name Date

Resident's Signature Date

Resident's Printed Name Date

Resident's Signature Date

SMHA Representative Date

Stark Metropolitan Housing Authority

Public Housing Grievance Packet

To: SMHA Public Housing Residents

These forms are to be used as follows:

Step 1 - Public Housing Request for Informed Settlement of Grievance

- Complete this form and submit it to your Property Manager or the SMHA Central Office.
- This **must** be done within **five (5) working days** of the issue that has initiated the complaint. You will receive a written response within five (5) working days.

If you are dissatisfied with the answer provided to you in Step 1, you can proceed to Step 2. You cannot proceed to Step 2 UNTIL Step 1 has been completed.

Step 2 - Public Housing Request for a Formal Grievance Hearing Form

- Complete this form and submit to your Property Manager or the SMHA Central Office along with a copy of the original answer provided to you by SMHA to your complaint from Step 1.
- This request **must** be made within **ten (10) working days** of the answer to Step 1. SMHA will promptly schedule a formal grievance hearing and notify of the date and time of the hearing in writing.

This process is in accordance with the SMHA Admissions and Continued Occupancy Plan – Grievances and Appeals process.

Stark Metropolitan Housing Authority

Public Housing Request For Informed Settlement of Grievance Form

According to SMHA policy, any grievance or complaint must be personally presented, if possible, to the Central Office of SMHA or to the management office of the development in which Complainant resides so that the grievance may be informally discussed and settled without a hearing. The grievance must be signed by the Complainant and filed in such office by him or his representative within a reasonable time, not in excess of five (5) working days of the SMHA action or failure to act which is the basis of the grievance.

Please state the particular grounds upon which your grievance is based:

Please state the SMHA action that you're requesting:

Name(s) of Complainant(s)

Representative Name (if applicable)

Signature of Complainant

Representative Address (if applicable)

Address of Complainant(s)

Telephone Number

Representative Phone # (if applicable)

Date

If this form was not presented personally to SMHA by the tenant, but by their representative, please provide SMHA with the contact information of that representative. **All forms MUST be signed by the Complainant.**

An answer, in writing, to the Complainant dated and signed by the development manager or appropriate official, shall be mailed to the Complainant within five (5) working days. A copy of the answer shall be filed with the Complainant in the appropriate project office. The answer shall specify:

The proposed disposition of the complaint and the specific reasons thereof.

The right of the Complainant to a hearing.

The procedure by which a hearing may be obtained. The answer may challenge whether a proper grievance under this procedure has been stated.

Stark Metropolitan Housing Authority

Public Housing Request For A Formal Grievance Hearing Form

YOU CANNOT FILE THIS FORM UNTIL YOU HAVE GONE THROUGH STEP ONE OF THE GRIEVANCE PROCEDURE!

Due to the fact that I am dissatisfied with the proposed disposition of my complaint as stated in the development manager's or other SMHA official's answer, I am submitting a written request to the SMHA Central Office requesting a Formal Grievance Hearing. This written request must be made within ten (10) working days of the date of the answer to my original complaint. **In addition to this written request, you must provide a copy of your original complaint answer that you received from SMHA.** The hearing officer shall be advised of your hearing request and a hearing will be scheduled as promptly as possible. You will be informed in writing as to the time and date of the hearing.

Please check the appropriate reason that the grievance is being requested:

_____ SMHA has initiated an eviction action against me.

_____ SMHA has undertaken a rent change regarding my housing file which I do not agree with.

_____ SMHA has denied my request for transfer.

_____ SMHA has denied my eligibility to receive public housing assistance based on my completed application.

_____ (Other) Please explain: _____

Please state in detail the particular grounds upon which your grievance is based:

Name(s) of Complainant(s)

Representative Name (if applicable)

Signature of Complainant

Representative Address (if applicable)

Address of Complainant(s)

Telephone Number

Representative Phone # (if applicable)

Date

If this form was not presented personally to SMHA by the tenant, but by their representative, please provide SMHA with the contact information of that representative. **All forms MUST be signed by the Complainant.**

Smoke-Free Public Housing Policy

A. Resolution Number, Date of Adoption and Effective Date of Implementation

Effective Date of Implementation: April 1, 2018

B. Introduction

A Final Rule issued by the Department of Housing and Urban Development (HUD), 81 FR 87430, requires the Stark Metropolitan Housing Authority, hereinafter referred to as "SMHA", to implement a smoke-free policy. This Final Rule improves indoor air quality in the housing; benefits the health of public housing residents, visitors, and SMHA staff; reduces the risk of catastrophic fires; and lowers overall maintenance costs. To comply with this Final Rule, SMHA has developed and hereby implements this Smoke-Free Public Housing Policy, hereinafter referred to as "Policy".

C. Definition of Prohibited Tobacco Products and Smoking

Prohibited tobacco products are defined as:

- (1) Items that involve the ignition and burning of tobacco leaves, such as (but not limited to) cigarettes, cigars, and pipes.
- (2) To the extent not covered by Section (C)(1) above, water pipes (hookahs), and
- (3) Other lighted smoking devices used for burning tobacco or any other plant.

Smoking means inhaling, exhaling, breathing, carrying, or possessing any lighted cigar, cigarette, pipe, other tobacco product or similar lighted product in any manner or in any form.

D. Restricted Areas

The use of prohibited tobacco products and smoking is prohibited in all public housing living units, interior areas (including but not limited to hallways, rental and administrative offices, community centers, day care centers, laundry centers, and similar structures), as well as, any exterior areas, including, but not limited to, the grounds, site, and/or parking or paved areas (owned or operated by SMHA) adjacent to public housing units and administrative office buildings (collectively, "restricted areas") in which public housing is located.

E. Designated Smoking Area

There are no designated smoking areas. The entire property that houses public housing units and/or administrative buildings are restricted areas.

F. Application of Policy

If there is any conflict between this Policy and laws or regulations, the laws and regulations will prevail.

It is the policy of SMHA 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. SMHA shall affirmatively further fair housing in the administration this

Policy.

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 this Policy.

Upon the Effective Date of the Policy, SMHA will uniformly and promptly enforce the Policy. Violations will be addressed in a timely manner. Smoking violations will be treated like any other violation. Residents shall be liable for smoking-related damages to Public Housing units and all other restricted areas. SMHA may charge Residents for damages to a unit beyond normal wear and tear caused by smoking.

G. Housing Authority Responsibilities

SMHA is responsible for enforcing the Policy in accordance with the provisions and requirements specified in the Policy, the Lease, and SMHA's Admission and Continued Occupancy Policy.

SMHA is not required to take steps in response to violations of this Policy unless SMHA has knowledge of the violation.

H. Resident Responsibilities

(1) To assure that no resident, member of the resident's household, or guest engages in:

(a) any smoking of prohibited tobacco products in restricted areas, as described in Section (D) of this Policy, and

(2) To assure that no other person under the resident's control engages in:

(a) any smoking of prohibited tobacco products in restricted areas, as described in Section (D) of this Policy.

I. Lease Enforcement

Enforcement of the Policy will begin on **April 1, 2018**. SMHA will be responsible for enforcement of the Policy as stated in Section (G) above. Annual Inspections is a tool available to SMHA as a means of monitoring resident compliance with the Policy. It is the responsibility of all residents to notify guests of this Policy. If a resident witnesses someone smoking or smells tobacco smoke that is not in accordance with this Policy, the resident should report the violation or the odor to the property manager as soon as possible. Property managers receiving a report involving a violation of this Policy will take appropriate enforcement action.

(1) **1st Violation**

(a) SMHA will have an informal meeting with the resident and issue a verbal warning referencing the section of the Lease that has been violated.

(b) SMHA will provide the resident a copy of the Policy and cessation materials.

(c) SMHA will require the resident to sign an Acknowledgement of the Warning and an agreement not to violate the Policy again or face further action.

(d) SMHA will document the resident file.

(2) **2nd Violation**

- (a) SMHA will send a written warning to the resident citing the section of the Lease that has been violated.
- (b) Resident may be assessed a charge of \$25 for SMHA maintenance to remediate the smoke or associated debris. Further, Resident may be charged the actual expense to repair property damage that beyond normal wear and tear in accordance with the Dwelling Lease.
- (c) SMHA will require the resident to sign an Acknowledgement of Final Warning and an agreement not to violate the Policy again or face eviction action.
- (d) SMHA will document the resident file.

(3) **3rd Violation**

SMHA will take action to terminate the Lease.

J. Right to Request a Reasonable Accommodation

Allowing a resident to smoke in a restricted area is not an accommodation that can be granted under HUD's Final Rule.

However, requests for a reasonable accommodation will be further evaluated under section 504 of the Rehabilitation Act of 1973, Title II of the American with Disabilities Act, and the Fair Housing Act. Individualized determinations will be made on a case-by-case basis by SMHA.

K. Statement that SMHA is not a Guarantor of Smoke-Free Living Environment and Disclaimer

SMHA's adoption of a smoke-free living environment, and the efforts to designate its properties as smoke free, do not make SMHA the guarantor of Resident's health or of the smoke-free condition of the Resident's unit and the common areas nor does it in any way change the standard of care that SMHA would have to a Resident household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. However, SMHA shall take reasonable steps to enforce the smoke-free terms of its Leases/House Rules and this Policy in order to make its properties smoke-free.

SMHA specifically disclaims any implied or express warranties that the building, common areas, or Resident's premises will have any higher or improved air quality standards than any other rental property. SMHA cannot and does not warrant or promise that the rental premises or common areas will be free from secondhand smoke. SMHA's ability to police, monitor or enforce the Policy is dependent in significant part on mandatory compliance by Resident and Resident's guests. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that SMHA does not assume any higher duty of care to enforce the Policy than any other SMHA obligation under the Lease.

SMHA's Smoke Free Housing Policy

I have read and understood the above terms of Stark Metropolitan Housing Authority's Smoke Free Housing Policy. I understand that failing to comply with this policy may result progressive action up to and including eviction proceedings. I hereby acknowledge my responsibility and agree to be responsible for not allowing anyone in my household and/or our guests to smoke on SMHA property.

Head of Household'd Printed Name Date

Head of Household's Signature Date

Resident's Printed Name Date

Resident's Signature Date

Resident's Printed Name Date

Resident's Signature Date

Resident's Printed Name Date

Resident's Signature Date

SMHA Representative Date

PROPERTY DISPOSITION AUTHORIZATION

This form is a voluntary form by which a SMHA resident authorizes SMHA to release or dispose of his/her personal property after the resident's death if no one claims them. The authorization allows disposition if no Administrator or Executor is appointed or applied for within 30 days of my death.

Name: _____ Unit No.: _____

In the event of my death and no court order or other legal process to dispose of my property is issued or applied for within 30 days of my death, I designate and authorize the following person(s) to remove or arrange for the removal of my possessions:

Primary Designee

Alternate Designee

Phone: _____

Phone: _____

Alt Phone: _____

Alt Phone: _____

Relationship: _____

Relationship: _____

If, within 30 days of my death, no Court Order or other legal process is issued which determines disposition of my property, and no one has applied to open an estate or for release without administration, my possessions shall be deemed abandoned and I direct SMHA to dispose of my possessions in the following manner:

1. In accordance with any Court Order or other legal process.
2. Allowing the above designee, upon signing acceptance satisfactory to SMHA, to take possession of my property.
3. Allowing my spouse or child, if any, whoever first signs acceptance satisfactory to SMHA, to take possession of my property.
4. Allowing other next of kin, no sooner than 45 days after my death, whoever first signs acceptance satisfactory to SMHA.
3. If no designee, family member, or next of kin accepts my possessions within 60 days of my death, then my possessions may be disposed of as follows at SMHA's discretion:
 - My possessions be offered to a resident organization for distribution to other needy residents.
 - My possessions be offered to a private welfare organization that would accept the items for its charitable mission.
 - SMHA disposes of my possessions as it deems appropriate, including placing on curb for pick-up.

I, on behalf of my heirs and assigns, release SMHA from liability for disposing of my property in reliance on this authorization.

By signing below, I understand that I am authorizing SMHA to remove my possessions from my unit after my death, and dispose of them as indicated above.

Name: _____

Resident or Client No.: _____

Date: _____

Signature: _____

Witness: _____