

HELENA HOUSING AUTHORITY TENANT HANDBOOK

Helena Housing Authority (HHA) provides safe and affordable housing to eligible low-income families and individuals of all ages.

Helena Housing Authority 812 Abbey Helena, Mt. 59601 Office Hours 8:30 am to 5:00 pm Monday through Friday

The Helena Housing Authority, "HHA" is a non-profit agency established by federal and state legislation to provide safe and affordable housing and related services to eligible, low-income residents. HHA is the largest landlord in Helena based on its total units of public housing and its responsibility for each unit. The HHA also administers Housing Choice Vouchers (formally Section 8) to distribute to the Lewis and Clark County area. The Mayor of the City of Helena appoints a 7 member Board of Commissioners. The Board determines HHA policies and monitors HHA's financial and operational success. The Executive Director manages HHA's day-to-day operations.

Telephone Directory

In Case of Emergency Call 911
Helena Housing Authority 442-7970
Police Department (non-emergency) 442-3233
Northwestern Energy 1-888-467-2669
Emergency or Routine Maintenance 442-7970

Welcome and Introduction

Welcome to the Helena Housing Authority! We are very glad to have you with us and we sincerely hope that you will be happy in your new home and throughout your stay with us. As you move into your new surroundings or continue your occupancy, you may have questions about what you expect from the Helena Housing Authority "HHA" and what the HHA expects of you. To serve and inform you, HHA has prepared this Tenant Handbook.

Please accept this Tenant Handbook as a guide for your residency at HHA. It sets forth helpful information for maximizing your experience with HHA. Your Dwelling Lease terms also incorporate the rules, policies and, procedures set forth in the Tenant Handbook. Understanding and complying with its directives is an integral part of your Tenant responsibilities. If you have any questions which are not answered by reviewing the Tenant Handbook or your Dwelling Lease, please contact your property manager or call the HHA office at 442-7970 and someone will be happy to assist you.

We encourage our residents to keep a copy of their Tenant Handbook in case future questions arise. In addition to HHA rules, regulations, and policies, there are many hints which will help you with the care and enjoyment of your unit. The Tenant Handbook also contains important information regarding responding to emergencies. Please familiarize yourself with this information.

HHA has drawn from over sixty years of public housing experience to anticipate the common questions and challenges experienced by our residents. We have attempted to address these questions in the Handbook. Respect and communication promotes cooperation and trust among our residents and between residents and the HHA. Respect and communication is essential for the well being and happiness of all who live and work on HHA projects.

Although most of the rules, regulations, and policies cover all HHA projects, please bear in mind that some projects are unique in character and operation requirements from others. These differences require varying responsibilities for HHA residents and for HHA staff. The project which contains your dwelling unit is noted at the top of your Dwelling Lease. Should you have extenuating circumstances which prevent you from complying with the directives of the Tenant Handbook or your Dwelling Lease, please contact the office so that we may work out a solution agreeable to both parties.

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Smoke Detectors

There are smoke detectors installed in your unit as required by law. These devices are tested to confirm they are in good working order at the time each unit is leased and are inspected again annually. Please follow these rules to ensure that your detector is working properly:

- 1. Test your alarm once a month. Some smoke alarms have a "test button."
- 2. Do not remove the batteries for any reason. If you suspect your alarm is inoperable, please contact the office.

In Case of Fire:

- 1. As soon as you hear a fire warning or alarm, evacuate your dwelling unit. Do not try to take your belongings with you leave the building as soon as possible.
- 2. Do not use elevators in case of fire, use the stairs.
- 3. Call the Fire Department from the nearest telephone.
- 4. Time permitting, close all doors and windows in your unit. However, do not let this hinder your safe exit from the building Please be sure to leave your door unlocked so that emergency personnel can check to see if your unit has been completely evacuated.
- 5. In the event a handicapped person lives in your building, please attempt to assist that person in evacuation or notify emergency personnel of the situation.
- 6. Agree upon a safe assembly location for your household members. If you notice that someone is missing at the assembly location, immediately notify emergency personnel. If your neighbor is missing, immediately notify emergency personnel. Do not go back into the building for any reason. You will be allowed to return to the building as conditions permit.
- 7. Evacuation should be carried out in a calm and orderly manner to avoid panic.

After Hours Emergency and Non-Emergency Maintenance Problems

What is or is not an emergency maintenance problem is often a personal judgment call. Use your common sense. If the situation poses a risk to health or safety or is causing or may cause damage to the structure such as water damage, or if the situation prevents sanitary disposal such as a plugged toilet or sewer, call the maintenance emergency number listed in the front of the Tenant Handbook immediately. When doing so, give your name, apartment or unit number, and telephone number. Provide a detailed description of the situation to the person answering the telephone. If you leave a message, please provide your name, apartment or unit number, and telephone number and a detailed description of the situation. A maintenance person will then contact you.

If the situation is stabilized or does not constitute an emergency(for example, a broken window that can be temporarily sealed, a plugged sink that need not be used, or a pilot outage on a water heater), please wait until the next regular work day to call the HHA office. Once the call or voice message is received, a work order is generated to complete the necessary repairs. All voice messages are checked throughout the day.

The HHA reserves the right to enter your unit without prior notice when you are not present when the HHA has reasonable cause to believe an emergency exists in the building in which you live and entering your unit is necessary to respond to the emergency. (See Entry Policy in this Handbook for further explanation).

For routine non-emergency maintenance service, call the HHA office number during regular office hours. Please place your call as early in the day as possible to receive prompt service. Maintenance needs are dispatched on a priority basis and most repairs are made within 48 hours, depending on the maintenance department's work load. A call for maintenance is regarded as permission to enter your dwelling unit. Please give your name, apartment number, telephone number (if available), and a detailed description of the problem or service needed. ONLY ONE CALL IS NECESSARY.

Routine maintenance service due to normal wear and tear is done by the HHA at no charge to you. However, if the work or damage was caused by willful or negligent acts by you, members of your household, guests, or other persons under your control, you will be charged for repairs in accordance with the HHA list of charges currently in force. In cases where HHA determines that the cleaning or repair needed is excessive, an hourly rate, based on the average hourly rate of the maintenance position classification involved in the cleaning or repair, will be charged to you in addition to materials and the flat fee. You will be required to pay the actual costs incurred if an outside contractor must be called to do part or all of the work.

A copy of HHA charges and service fees is provided at the time the dwelling unit is leased. The HHA periodically must review and update service fees and charges. The most recent schedule of cleaning and repair charges is available for inspection at the HHA office and on the HHA website.

Regularly scheduled maintenance for service of equipment such as furnaces, boilers, and smoke detectors will be done as scheduled by the Maintenance Department and in accordance with the HHA Entry Policy. You will be given 48 hours notice when this type of work is to occur. This notice will be good for a 48-hour period from the date given on the notice as the date scheduled for the work. Please remove any obstacles you have placed in the area of the work to be done so that Maintenance Personnel may do the work quickly and efficiently.

EXCESSIVE MAINTENANCE AND DAMAGE CAUSED BY YOU, MEMBERS OF YOUR HOUSEHOLD, GUESTS, OR OTHER PERSONS UNDER YOUR CONTROL, RESULTING IN SUBSTANTIAL MAINTENANCE CHARGES WILL BE CONSIDERED A SERIOUS AND REPEATED VIOLATION OF THE DWELLING LEASE AND COULD RESULT IN TERMINATION OF YOUR TENANCY.

Lock-outs

If you lock yourself out of your unit, replacement keys are available at the office. Should this occur after business hours or on a weekend, please call the emergency maintenance number. If it becomes necessary for someone to come and unlock your door, you will be charged \$75.00 as a service fee payable with your next due rent payment. You or your representative must be at your dwelling unit when the maintenance person arrives to unlock your door. Take care not to lose or allow unauthorized access or duplication of your keys (see Lock and Key Policy in this Handbook for more information). If you damage the lock, door, window, or screen trying to enter your unit, you will be responsible for payment to repair the damage.

Rent, Deposits, and Charges Collection

A. Rent

- Rent is payable in advance upon signing the Dwelling Lease and is due on the first day of each month thereafter in the HHA offices at 812 Abbey. If rent has not been paid by the sixth day following the due date, a \$25.00 Late Fee will be added to the rent amount due, and a 30-day Notice of Lease Termination for non-payment of rent will be issued.
- 2. If full rent payment is not then made, or the dwelling unit is not surrendered, legal action will be taken. If payment is made within the 30-day termination period, the tenant may keep possession of the dwelling unit.
 - If a rent check is returned (due to non-sufficient funds, a closed account, or any other reason), a \$30.00 Return Check Fee will be assessed and added to the amount due.

B. <u>Security Deposit</u>

- 1. Security deposits for new Tenants are due at the time that Tenant takes possession of the unit. In cases of financial hardship (and with the approval of the Public Housing Manager and the Executive Director), HHA may allow you to make a payment arrangement which requires one-half (½) of the deposit at time of possession with up to three (3) months to pay the remaining balance. Failure to make payment of the remaining balance as agreed is a substantial lease violation.
- 2. Upon vacating your unit, certain charges for damages beyond normal wear and tear, lock or key charges, cleaning, trash removal, or rent due may be deducted from your deposit. If the unit is left in move-in condition and is ready to be leased immediately, your security deposit will be returned in 10 days or less, minus any remaining rent or other charges. If the unit requires cleaning and repair beyond normal wear and tear, the cost of the cleaning and repair will be deducted from your security deposit and the remaining balance (if any) will be returned within 30 days. If you fail to provide a 30-day notice of termination of your lease before vacating your unit, you will be responsible for payment of rent incurred for the full 30 days after such notice is given. However, if the unit is left in move- in condition and HHA is able to move in a new tenant during the 30-day period, your rent will be prorated and reduced accordingly.
- 3. Initial Security deposit amounts are funded as follows:

Should HHA determine by review of your resident/unit repair record that an increase in your security deposit is necessary to safeguard HHA property; such an increase may be requested as an amendment to your Dwelling Lease.

A security deposit may not be used to pay for rent or other charges while the tenant occupies the dwelling unit.

At the time of move out, the security deposit amount will be returned to the tenant within 10 days if there is no outstanding rent, cleaning, or damage charges. If there are rent, cleaning, and/or damage charges due, the security deposit will be refunded within 30 days once all charges have been deducted.

C. <u>Tenant Charges for Cleaning and Repair</u>

- HHA charges \$25.00 per man hour, plus the cost of materials, for the repair of any damages (other than normal wear and tear) that you, your household members, guests, or other persons under your control, cause to HHA buildings, facilities, grounds, or common areas. Repair work contracted to outside vendors will be charged at actual cost. A list of typical repair and cleaning charges is available and posted at the HHA office and on the HHA website. HHA repair and cleaning charges are subject to change.
- 2. If you request that HHA perform cleaning or maintenance work in or near your unit that is your responsibility, such as snow shoveling, etc., HHA will charge you for labor and materials.

Moving Out/Vacating Unit

Please follow this procedure, making note of your rights and obligations, when moving out of your unit.

- 1. The Tenant must come to the office and sign the Intent to Vacate form at least thirty days prior to the date of the move-out.
- 2. A copy of the Move-Out instructions will be given to the Tenant.
- 3. The Tenant must leave the unit in a clean, safe, and sanitary condition as explained in the vacate instructions. Failure to do so will result in deductions from the Security Deposit. If the deposit is not sufficient to pay all cleaning and damages, the Tenant will be obligated to pay the difference.
- 4. To pay all charges for damages beyond normal wear and tear caused by the Tenant, members of the Tenant's household, guests of the Tenant, or other persons under the Tenant's control, if those damages were not listed on the move-in inspection form.
- 5. The Tenant must notify the utility company to disconnect the utilities and have them transferred to HHA's name.
- 6. HHA encourages the family to participate in the move-out inspection.
- 7. The Tenant will be given the opportunity to correct any cleaning deficiencies noted on the Move-Out Inspection Report within 24 hours. If a resident is not present at move-out, HHA will send a notice of the required cleaning by certified mail. Under Mont. Code Ann. 70-25-201 the notice is considered to have been made three (3) days after the mailing date. The notice shall include the cleaning not accomplished by the resident and the additional types of cleaning that need to be done by the resident to bring the dwelling unit back to its condition at the time of its renting.
- 8. A \$75.00 lock change charge will be assessed if all keys are not returned to HHA office. If the office is closed, keys may be enclosed in an envelope marked with the unit number and placed in the after hour drop box.
- 9. A Final Inspection will be made by the Maintenance Supervisor. A copy of this inspection and a statement of charges withheld from the Security Deposit for any cleaning, damages beyond normal wear and tear, rent, or other charges due, will be mailed to the Tenant's forwarding or last known address.

If the Tenant does not attend the move-out inspection, but wishes to contest the results, the Tenant may request an informal conference to do so.

The Tenant must remove all personal property from the dwelling unit upon vacating. HHA may dispose, as it sees fit, of all remaining property it deems to have no value or for which the cost of storage or removal would exceed the value of the property. The Tenant will be billed for any removal of personal belongings that are left in the dwelling unit or storage unit.

Any property left in the dwelling unit by the Tenant which the housing authority deems has a value which may exceed the cost of removal or storage will be considered abandoned and will be handled in accordance with the Montana Residential Landlord and Tenant Act, Section 70-24-430.

General Care of the Dwelling Unit, Appliances, and Equipment

Please follow the suggestions below for the cleaning and care of your unit. Use of these methods will enhance the livability of your unit, promote your health, and decrease normal wear and tear of the unit.

Floors

Asphalt or Vinyl Tile-- Dust floors daily or as needed with a dry mop. Occasional washing with hot water and soap are needed and a scrub brush works well to wash off heavy dirt. Please do not let the tile floor get very wet; if you use a lot of water the tile will loosen. After washing, rinse the floor with a cloth or a mop wrung out in clean water. Wood Floors – Wood floors may be cared for in the same manner as explained above for tile floors. Remember that excess water left on the floor may harm the floor surface. Please do not attempt to varnish or re-finish wood floors yourself.

Carpets – Carpets or rugs may be laid on top of tile or wood floors, but please do not fasten them down with tacks, staples, nails, glue, or double stick tape. (Rubber backed rugs are less slippery than others) Do not leave or place wet carpet on wood or tile floors. Allow carpets to air dry after cleaning and before placing them back on the floor. The moisture left in the carpet may ruin the floor underneath. If you live at ME Anderson, where carpet is supplied by the HHA, you may, at your own expense, have a qualified carpet cleaning company clean your carpets. **Please use protective cups on furniture legs to avoid gouging of floor surfaces.**

Windows and Doors

Wash windows regularly before too much grime has steeled, using window cleaner. Wash windows from top to bottom then wipe the sash and sill dry.

If you have any questions about the operation of the windows, contact your property manager and they will be happy to answer your questions.

Shades and blinds – Please use only the shades, blinds, and curtain rods supplied or those approved by the HHA. Curtain rods are inspected and are in good working order when you move in.

Doors – Painted and varnished doors may be kept clean by washing with a soap solution and rinsing with clean water. Please do not apply adhesive stickers to the surface of doors since removal causes paint or varnish to peel off. Do not drive nails or screws into doors.

Keep storm doors latched so they will not swing open or be caught by the wind and damaged. Please report broken door latches to the HHA office at once.

Walls, Ceilings, and Wall Coverings

Painted surfaces and wall coverings can be cleaned easily with a mild soap solution and a clean water rinse. Wash walls from top to bottom otherwise spots and streaks will occur. Any cleaner containing lye or grit should be avoided. Please be careful not to allow water to seep into electric outlets or switches.

You should not apply any adhesive fasteners, hangers, tacks, or decals onto or drive or screw large nails or hooks into walls or ceilings. A moderate number of small nail type hangars are acceptable. These are easily repaired when you move out. PLEASE PREVENT YOUR FURNITURE FROM RUBBING AND GOUGING THE WALLS OF YOUR APARTMENT.

Kitchens

Counter tops may be cleaned easily with soap and water. A solution of baking soda and water will clean the more stubborn spots. When using a knife, please use a cutting board so not to damage the counter top surface.

Stainless steel sinks and plumbing fixtures may be cleaned with a mild soap solution. Rinse well after cleaning and avoid scouring powders, they will spoil the finish on the fixtures and will make future cleaning more difficult.

Cabinets may be washed with a mild soap solution. Care should be taken not to use too much water on wood surfaces. This may cause the glued pieces to come apart. Cleaners containing grit may spoil the surface and make future cleaning difficult. Please do not use adhesive type contact paper for shelving paper.

<u>Appliances</u>

Call the office if you need your stove or refrigerator moved for cleaning purposes.

Stoves – Depending on the project in which you live, you may have an electric or a gas cook stove. Both types may be cleaned in a similar manner as each has removable burners, grids, trays, and racks, with most also having a lift- up or removable top. Burned grease can be removed by soaking the parts in a solution of hot water and detergent and then scrubbing them with a stiff nylon brush or steel wool. Please avoid using steel wool on the exterior porcelain surfaces of your stove. Rinse the parts in hot water and dry carefully.

Do not store paper bags or other flammable materials in or around your stove.

IF YOU NOTICE A GAS ODOR, OPEN ALL WINDOWS IMMEDIATELY. CHECK TO SEE THAT ALL BURNER VALVES ARE CLOSED. DO NOT STRIKE A MATCH. IF THE ODOR IS STILL PRESENT, CALL NORTHWESTERN ENERGY IMMEDIATELY – THE NUMBER IS ON THE FRONT OF THIS HANDBOOK

The HHA will handle all other non-emergency requests for service which involve gas appliances such as the adjustment of stoves, servicing of furnaces and water heaters, and all other HHA owned appliances. Call the HHA office for these kinds of services.

Refrigerators – DO NOT TRY TO PRY ANY FROST OR ICE LOOSE OR PICK AT ANY ICE WITH A SHARP OBJECT. YOU MAY PIERCE THE EVAPORATOR AND RUIN THE APPLIANCE'S COMPRESSOR. SHOULD THIS HAPPEN, YOU WILL BE CHARGED FOR THE FULL REPLACEMENT COST OF A NEW REFRIGERATOR!

Cleaning — (Interior) Be sure the refrigerator is unplugged when cleaning the interior. Shelves and trays should be washed with warm, soapy water then rinsed and dried. The refrigerator walls and freezing compartment should be washed with warm, soapy water to which two tablespoons of baking soda have been added to each quart. Rinse well and dry with a soft cloth. Plug the refrigerator back in and set the temperature control to normal when finished cleaning. (Exterior) Unplug the refrigerator and wash with soap, rinse well, and dry with a soft cloth. Do not use abrasive pads or powders. Plug the refrigerator back in when finished.

The rubber gasket on the door can be ruined by butter, grease, fats, or fruit acids. Unless this gasket is kept clean and in good condition, your refrigerator will not operate properly. Please report a damaged gasket to the HHA office for service.

Contact the HHA office if the light bulb burns out. We use only 40 watt appliance bulbs designed for use in refrigerators; larger bulbs may melt the plastic interior parts.

Repairs – If your refrigerator is not working properly, or has broken or missing parts, please call the HHA office for repair service. If the problem is serious, unplug the refrigerator, remove the food, and prop the door open. Do not store paper bags beside or behind the refrigerator; they cut off air circulation and may cause the refrigerator to malfunction.

Bathrooms

Use soap powder, detergent, or mild scouring powder to clean glazed white enamel surfaces. Avoid strong cleaners which may roughen the enamel surface and make future cleaning more difficult.

Mildew which forms on tile surfaces may be removed with Tilex or a comparable product designed to remove mildew.

Please report any loose or damaged caulking or tile grout to the HHA office so that repairs can be made before water damage worsens.

RULES OF OCCUPANCY

The following rules have been instituted by the HHA for the safety and well being of our residents so that everyone may maximize their enjoyment of their unit and surroundings. The Rules of Occupancy are also designed to safeguard and preserve HHA property so that HHA may provide safe and affordable housing and related services to eligible, low-income residents. Please partner with us in this effort by complying with the Rules of Occupancy.

You, as a tenant of a dwelling unit rented to you by the Helena Housing Authority, must keep the dwelling unit and premises in a clean, safe, and sanitary condition. You are bound by the agreements and obligations stated in your Dwelling Lease and the rules and regulations stated in this Tenant Handbook. Serious and/or repeated violations of these agreements, rules, and regulations are grounds for termination of your lease. You may also be held responsible for and assessed a charge for the repair of any damages caused by your failure to follow HHA's rules and regulations.

A. Electrical

1. Circuit Breakers: If you happen to trip a breaker, go to the breaker box (normally located in the utility room or a closet of your apartment) and locate the kicked breaker. It will be in a position half-way between the ON and OFF positions. Push it firmly to the OFF position, then back to ON. If the breaker repeatedly kicks, check for faulty cords or appliances. If the problem continues, call the HHA office for repair service.

- 2. GFI Breakers: All HHA dwelling units are equipped with Ground Fault Interrupter circuit breakers in the bathrooms, some kitchen outlets, and all exterior outlets. These breakers are designed to kick easily for added protection in areas where wet conditions may exist. They are identified by having a TEST and a RESET button and are located either in the breaker box or as an outlet. If these breakers kick, they may be reset simply by either pushing the RESET button or by pushing them firmly to the OFF position and then to the ON position. When the breaker does not reset easily, or kicks for no apparent reason, call the HHA office for repair service. Remember, depending on the project in which you live, the GFI breaker which controls the outlet in your bathroom may also control the head bolt heater outlet in the parking lot.
- 3. Extension and Light Cords: Extreme care should be taken with electrical cords. Those used for exterior use should be rated for 'Exterior Duty' and should not be draped across sidewalks or areas where they could become damaged or cause someone to trip. Extension cords should not be run out of windows for exterior use. Unless plugged into an exterior outlet and rated for 'Exterior Duty', extension cords would not be GFI protected and would create an electrical hazard. Interior light cords should not be draped across hot items such as stoves or baseboard heaters, nor run under throw rugs or carpets.

DO NOT ATTEMPT TO SUPPLY ELECTRICITY FROM ONE APARTMENT TO ANOTHER WITH AN EXTENSION CORD.

If an electrical hazard caused by an extension cord is noticed by HHA Personnel while on site, the cord may be picked up and taken to the HHA office. You will be notified to come to the office to pick up your cord and discuss the electrical hazard.

4. Light Bulbs: All incandescent (globe type) light bulbs are to be provided by you. All incandescent fixtures on HHA properties are designed for use with 60 watt bulbs only. Higher wattage bulbs may cause damage to the fixture itself or may burn the paint on ceilings and walls. Light bulbs do not have as long of a life if used in a fixture not designed for their wattage. If you need more light, check the light bulbs and fixture covers to see that they are clean. You may consider purchasing a free-standing lamp capable of handling a higher wattage bulb. Do not attempt to modify any HHA lighting fixtures; an electrical hazard could result.

IF, FOR ANY REASON, ELECTRICAL SERVICE TO YOUR DWELLING UNIT IS DISRUPTED OR TERMINATED, CALL THE OFFICE IMMEDIATELY FOR ASSISTANCE! YOU MAY BE HELD RESPONSIBLE FOR DAMAGES CAUSED BY AN ELECTRICAL SHUT-OFF.

B. Plumbing

The waste lines in the building in which you live were not designed to handle refuse such as garbage, food, coffee grounds, grease, large quantities of toilet paper, paper towels, feminine napkins or Tampax. These items will clog the drains and will result in a service charge if they are found in the drains. Please do not use Liquid Plumber or Drano in the drains. If you experience a slow running or plugged drain, call the HHA office for repair service. There is no charge unless the stoppage was caused by your negligent actions. Please do not dispose of flammable liquids such as gasoline, solvents, or oil down the drains.

C. Trash Disposal

- 1. General: The Housing Authority supplies containers for trash disposal on all sites. You should always place your trash in a bag, preferably a tied plastic bag, before placing it in the site trash container. This reduces odor and controls pests such as flies. Most containers have lids which should be kept closed. Do not rely on small children to take out the trash if they cannot reach high enough to place the trash in the container. Should your trash be identified when lying on the ground outside of the containers, you may be held responsible and assessed a charge for clean-up.
- 2. Rummaging through the trash containers for salvageable items is not allowed. If you see anyone doing this, please report it to the HHA office. Playing in the trash can be extremely dangerous and unhealthy for children.
- 3. WARNING: Explosive and semi-explosive materials such as gasoline, cleaning fluids, or other easily ignited materials should not be placed in trash containers. These should be taken by you to the landfill dump.
- 4. Furniture such as beds, mattresses, dressers, and inoperative washers and dryers should not be dumped in nor left near trash containers. These items which were hauled in by you must be hauled out by you directly to the landfill dump. If these items are found in or near the container areas and are identified as yours, you will be assessed a charge to have them hauled to the landfill dump.

D. **Building Exteriors**

- 1. Fasten your screens and storm doors securely to prevent damage by the wind.
- 2. Do not display articles or signs on windows and doors that may damage HHA facilities or detract from the HHA residential environment.
- 3. No TV or radio antennas, satellite dishes, or awnings of any type are allowed to be attached to buildings.
- 4. Use care not to damage building siding when working or playing near the exterior of the building.
- 5. Do not climb on the roofs, porches, or railings of the buildings.
- 6. Do not remove or open covers or grates on crawlspace entrances or exterior crawlspaces of the buildings.
- 7. Keep the dwelling unit entry ways clean and free from garbage and debris.

E. Grounds and Yards

- 1. Scattered Site residents are responsible for watering the lawn, trees, and shrubs in your assigned yard area. If you are not sure of your area of responsibility, call the HHA office for information
- ALWAYS USE SPRINKLERS. DO NOT LET HOSES RUN WITHOUT A SPRINKLER. Move sprinklers
 frequently to avoid wasting water. HHA staff will remove hoses from exterior hose bibs
 during cold weather to prevent freeze-up.
- 3. Do not allow children to climb trees, damage shrubbery or landscaping, or climb on clothes lines, mailboxes, or garbage containers.
- 4. Motorcycles may not be parked on the lawns or sidewalks.
- 5. Driving automobiles or motorcycles on yards is prohibited, including when moving in or out of your unit.
- 6. Snow removal from your porch and the sidewalk leading from your dwelling unit to the main sidewalk is your responsibility.

- 7. No fences, storage sheds, playground equipment, or trampolines are allowed on the grounds.
- 8. If you bring a grocery cart onto the property, you must return it to the store immediately.

F. Parking Lots

- 1. All parking lots are marked with one designated parking space for each unit. If you have more than one vehicle, please make arrangements for off-site parking. You should only park your car in your designated space.
- 2. No trailers, campers, or boats may be parked on the premises. All motorized wheeled vehicles are to be parked in the parking lots, not in the yard areas.
- 3. Minor repairs on vehicles may be made in the parking lots, but general overhauls and major repairs such as drive train component replacement are prohibited. If minor repairs are made, you are responsible for cleaning up all litter, excess parts, and fluid spills. No oil or antifreeze changes are allowed. If damage to asphalt results from fluid leaks or car support devices, you will be assessed a cleaning or repair charge.
- 4. Vehicles shall not be left unattended while temporarily placed on blocks or jacks.
- 5. Do not use the hoses to wash vehicles in the parking lots or anywhere on the premises.
- 6. No vehicle shall be parked in an inoperable condition for more than three (3) days in any parking lot. If this is noted by HHA personnel, a towing company may be called and your vehicle may be towed away at your expense. Vehicles without current license tags will be considered inoperable.
- 7. Your guests shall park their vehicles in parking places marked "Visitor" or on public streets. Guests shall not park their vehicles in parking areas designated for tenant or employee use.
- 8. Head bolt heater outlets are available at assigned parking spaces. Each is metered to that specific dwelling unit, so use only the one assigned to you. These outlets are GFI protected. (See Electrical Section A, paragraph b.) Use only electrical cords which are rated for exterior use. Light weight cords and make shift cords will be brought to the office if noticed by HHA personnel as they present an electrical hazard. All cords that must_extend across a sidewalk must be removed after a snow fall during office hours so that snow removal may take place without damaging the cords.

HEAD BOLT HEATER OUTLETS ARE TO BE USED ONLY WHEN THE TEMPERATURE DROPS BELOW ZERO DEGREES FARENHEIT (0° F).

G. Storage

- 1. All stored items are to be placed only in the dwelling unit or in the unit's designated storage area.
- 2. No storage is allowed in the crawlspaces or attics of the buildings. Tenants are not allowed to enter these areas for any reason.
- 3. No flammable or easily ignited products that are not necessary for household maintenance are to be stored in the dwelling unit, storage area, or on the premises. Examples of acceptable household items include bug spray and lighter fluid.
- 4. Nothing may be stored in furnace closets containing furnaces or water heaters. In dwelling units where furnaces and water heaters are located in utility rooms, nothing may be stored within 24 inches of these appliances. Storing items in these areas can create a fire hazard and also inhibits access by maintenance personnel. Heating equipment areas must be kept easily accessible and clean at all times.
- 5. Tires must be stored in storage areas, not in the yard.

6. No private storage sheds are allowed to be set on the property.

H. You, Your Children, and Your Guests – Conduct

It has been the experience of the HHA that the inappropriate actions of children and guests are the major leading cause of disputes between our tenants and between our tenants and the HHA. Failure to control your children and guests will be viewed as a serious violation of your Dwelling Lease and may be cause for the termination of your tenancy. Use common sense and courtesy to promote appropriate conduct. Generally, the following conduct standards must be enforced:

- 1. Do not allow your children and guests to roam unsupervised about the complex after 10:00 PM or after dark, whichever comes first.
- 2. Noise from TVs, stereos, or other electronics should not disturb neighbors after 9:00PM.
- 3. All children under the age of six (6) must be supervised by an adult when playing outside.
- 4. Children should not climb on the storage units, trees, mailboxes, clothes lines, or the roofs of units.
- 5. Children are not allowed to cross or play in your neighbors' yards without the neighbors' express permission. Yard areas are to be treated as if they are the tenant's private property by other tenants.
- 6. Do not allow children to rummage through or play in refuse collection areas.
- 7. Sleeping in yards or cars on the premises is prohibited.
- 8. Playing with firearms, BB guns, bows and arrows, or sling shots on HHA properties is prohibited. If such actions are observed by HHA personnel, a complaint will be filed with the police department and the weapon(s) may be confiscated.
- Your guests shall park their vehicles in parking places marked with a "red bumper" these are
 designated visitor parking or on public streets. Guests shall not park their vehicles in parking
 areas designated for tenant or employee use.
- 10. Your guests shall not bring animals on the premises. If animals are left in a vehicle and HHA personnel feel this causes the animals distress, the police will be called and a complaint will be filed.
- 11. Please advise your visitors and guests of your telephone number and address. This is confidential information and will not be distributed by the HHA.

AS A TENANT OF THE HELENA HOUSING AUTHORITY, YOU ARE REQUIRED BY THE TERMS OF YOUR DWELLING LEASE AGREEMENT, THE TENANT HANDBOOK CONDUCT RULES, AND BY COMMON COURTESY TO CONTROL THE CONDUCT OF YOUR HOUSEHOLD MEMBERS AND GUESTS.

ANY PURPOSEFULL OR NEGLIGENT DISCHARGE OF A FIREARM ON HHA PROPERTIES IS AGAINST THE LAW AND HHA REGULATIONS AND WILL RESULT IN THE TERMINATION OF YOUR TENANCY.

I. Your Extended Absence from Unit

YOU MUST NOTIFY THE HHA IN WRITING IF YOU WILL BE ABSENT FROM YOUR DWELLING UNIT FOR A PERIOD OF LONGER THAN SEVEN (7) DAYS. Your written notice must provide a telephone number where you can be reached or the name and telephone number of a person to contact in case an emergency arises affecting your unit during your absence. Failure to comply with the notice requirement for such absence may result in termination of your Dwelling Lease.

J. Guests Stays

Guests staying at your unit for a period of seven (7) consecutive days or longer in any one month must be registered with the HHA office and approved for that period of visitation. Failure to do so will be considered a serious violation of your Dwelling Lease. Guests are not allowed to stay overnight more than 14 total days during a 30-day period and no more than 30 total days in a 12-month period. You must, with the approval of the HHA, add to your Dwelling Lease as a household member, any guests who stay at your dwelling unit for a period of fourteen (14) consecutive days or longer.

K. Barbecue Usage

Barbecues are allowed if they are used in a safe, prudent manner which does not offend neighbors or pose a safety risk. Please do not dump coals on the ground or place hot coals in the refuse stations. For your own safety, do not use barbecues in enclosed or unventilated areas. Do not use barbecues on balconies. Similarly, use of barbecues within 25 feet of any dwelling or other building is not allowed since it would also be unsafe and intrusive to neighbors, whether on a patio or otherwise.

L. Storage Sheds

Additional personal storage sheds are not to be built or installed on HHA property. Use only the storage facilities that are provided with your unit.

M. Play Equipment

Privately owned play ground equipment such as swing sets, trampolines, or slides are not to be erected or set up, even for temporary use.

HELENA HOUSING AUTHORITY POLICY SUMMARY

The following summary of policies regulating your tenancy with the HHA is not exhaustive. Additional policies and details may be found in your Dwelling Lease and in the HHA's Admissions and Continuing Occupancy Policy. The complete policies are available at the HHA office.

Household Inspection Policy

Upon 48-hour advance written notice, the HHA may enter the Tenant's dwelling unit for the purposes of determining:

- 1. Maintenance needs;
- 2. Acceptable standards of housekeeping;
- 3. Hazardous conditions;
- 4. Deterioration of the dwelling unit or structure;
- 5. Inspecting the dwelling unit;
- 6. Dwelling Lease violations; and
- 7. Contracted Renovations or Improvements.

One maintenance person and one management staff person will perform the Household Inspection. A copy of the inspection report listing any deficiencies found will be left with the Tenant. If the Tenant is not at home during the inspection process, a copy of the inspection results will be left in a conspicuous place.

The inspection form will:

- 1. Note the date of the inspection;
- 2. Identify the dwelling unit being inspected;
- 3. Be signed by one staff person making the inspection;
- 4. Note the general condition of the dwelling unit;
- 5. Describe any maintenance which is required and serve as notice that the Maintenance Department will return within 48 hours to do the work;
- 6. Note specific lease violations and/or hazardous conditions;
- 7. Inform the Tenant of any deficiencies and whether a follow up inspection or an informal conference is warranted. The Tenant will have 48 hours to correct deficiencies. A follow-up letter may be sent and the Tenant may be asked to call or stop by the office to discuss any problems.

Copies of Household Inspection Reports will become a permanent part of the Tenant's File.

Entry Policy

Upon 48-hour advance written notice, HHA personnel may enter the dwelling unit for the purposes of performing inspections, maintenance, making improvements or repairs, or showing the premises to prospective tenants. Notices shall conform to the Notice Procedure written in the Dwelling Lease.

No advance notification will be given when there is reasonable cause to believe that an emergency exists, when the Tenant has requested maintenance, when the Tenant has given permission or when there is reasonable cause to believe that the dwelling unit has been abandoned. If for any reason HHA staff enters a dwelling unit, a written notice of entry stating the reason for same, signed by the individual who entered the unit, will be left in the dwelling unit.

When prior notice of entry has been delivered and during the time of entry it has been determined that re-entry will be necessary, the initial notice of entry made statement shall advise the Tenant of the need for re-entry and shall be sufficient notice to enter.

Rent Collection Policy

Any payment received from the resident will be applied to the oldest rent due on the resident's account, unless the resident check directs otherwise in writing on the face of the check or with an accompanied written directive. If not such directives are provided any payments received will be applied first to the oldest rent due and then the oldest other outstanding charges due.

Repeated late payment or non-payment of Rent is considered grounds for Termination of the Lease.

Check Return Policy

NSF (Non-Sufficient Funds) checks will incur a \$30.00 return check charge for each time the check is returned. All future payments must then be paid with a cashier check or a money order. A canceled money order will require immediate payment with a cashier check.

Security Deposit Policy

An initial security deposit in an amount determined by HHA policy and designated on the first page of the Dwelling Lease will be collected from the Tenant upon signing the Lease. Should HHA determine by review of your resident/unit repair record that an increase in your security deposit is necessary to safeguard HHA property such an increase may be requested as an amendment to your Dwelling Lease.

The Helena Housing Authority may not raise the Security Deposit to a higher level in order to deny occupancy to a low-income family.

If the resident transfers to another unit, HHA will transfer the security deposit to the new unit. If the new unit requires a larger deposit, the deposit must be paid in full prior to the transfer.

Locks and Keys Policy

You will be issued two (2) keys to your dwelling unit. Additional keys are available from the HHA for \$5.00 each. All keys must be registered in the Key Log. Do not have duplicates made elsewhere. There will be no charge if a lock is repaired or changed because of a malfunction or at the request of the HHA.

- 1. If you request a lock change for convenience or a lock change is made necessary due to damage done by you or lost keys, you will be assessed a charge of \$75.00.
- 2. You or your representative must be at home while locks are being changed.
- 3. LOCK CHANGES BY THE TENANT ARE PROHIBITED.
- 4. Do not install additional locks of any type on the entry door or any other door of your dwelling unit without the express permission of the HHA.
- 5. If it is necessary that you give a key to someone other than a member of your household, you must inform the HHA of the name and address of the person having the key.
- 6. When you vacate the dwelling unit and you have returned all keys to the HHA office that have been recorded in the Key Log and it has been determined that no unauthorized keys have been made, the expense of changing the locks will not be withheld from your Security Deposit.

All keys must be returned to the HHA office at the time of move out. You then may not re-enter the dwelling unit without the express permission of the HHA.

Transfer Policy

- A. Under HHA's unit size policy, you may be asked to transfer to another dwelling unit if 1) the current unit is no longer suitable for your household size or composition; 2) the character of the current dwelling unit is inappropriate for the household composition; or 3) the current dwelling unit is scheduled for modernization or is not in decent, safe, and sanitary condition, or if the current dwelling unit becomes hazardous to the health or safety of the occupants. No replacement unit will be offered if it becomes hazardous because of the acts or negligence of you, your household, or your guests.
- B. Tenants in good standing with no outstanding repayment agreements or substantial lease violations in the previous six (6) months may request a transfer to a different dwelling unit. Requests must be made in writing to HHA. Tenant transfer requests will be accommodated and prioritized based upon date of request, household need, waiting list status, availability of units, and accommodation of required transfers.
- C. HHA will transfer tenants from one dwelling unit to another solely at its discretion, whether required by HHA or at your request. When the transfer is approved, you are responsible for reasonable charges incurred for cleaning, maintenance, and charges owed on the dwelling unit being vacated. The charges will be due within 30 days. When a family transfers from one unit to another, the HHA will transfer their security deposit to the new unit. If the new unit requires a larger deposit, the deposit must be paid in full prior to the transfer.
- D. Necessary transfers will take priority over new admissions.

Pet Policy

The HHA allows specific types of pets only in designated areas. Other than birds and fish subject to the rules set forth below, pets are prohibited on HHA property. One cage with no more than two birds is acceptable with only song birds such as canaries, parakeets, or finches being approved. No birds of prey such as hawks or eagles are allowed. Birds must be confined to cages at all times. One aquarium of fish no larger than 10 gallons is allowed. The Tenant will be held responsible for any damages caused by water from an aquarium. Any person wishing to have a pet in their dwelling unit, including birds and fish, must obtain the prior written permission of the HHA.

No dogs, cats, rodents, reptiles, or ferrets are allowed on the premises, including those which belong to guests of Household members. Reasonable accommodation may be made for persons with service animals or therapy animals if necessary to comply with the Americans with Disabilities Act.

All local animal regulations must be strictly followed. The HHA, by allowing a pet in a public housing project, does not accept any responsibility or liability for the actions of the pet or pet owner which may harm property or persons.

THE HHA HAS STRICT PET RULES. ANYONE CONSIDERING A PET UNDER THE HHA PET POLICY MUST SIGN A PET LEASE ADDENDUM AND COMPLY WITH ALL PET RULES.

Utilities and Utility Allowances Policy

Whether the Tenant or the HHA pays for gas and electricity depends on the composition of the project and dwelling unit in which the Tenant resides. All residents are responsible for gas and electricity except for the residents at M.E. Anderson. The cost of Water, Sewer, and Trash Collection services is included in the Rent on all projects.

On projects where the Tenant is required to pay gas and electricity, the Tenant must provide verification to the HHA that these utilities have been placed in the name of the Tenant. These projects qualify for a utility allowance which is deducted from the Total Tenant Rent.

Utility allowances are determined by the HHA according to Department of Housing and Urban Development regulations and requirement. The allowances are reviewed periodically by the HHA to keep in line with current utility costs.

Utility allowances are determined with only specific appliances being included. Major appliances such as stoves, refrigerators, furnaces, boilers, and lights are included when utility allowances are calculated. Examples of items not included in calculations are air conditioners and car heaters.

The Tenant is responsible for keeping utility bills current and for consequential and incidental damages caused by a utility supplier shut-off due to non-payment of the utility bill or any tenant requested utility shut-off without prior notification for the HHA. Upon vacating the dwelling unit, it is the tenant's responsibility to notify the utility company of the move and their forwarding address.

The HHA is not responsible for failure to provide utilities by reason of any cause beyond its control or for consequential or incidental damages for failure to supply such utilities.

Verification of Income and Assets for Rent Reviews and Recertification Summary

Department of Housing and Urban Development Regulations require that the Tenant supply a Social Security number and verification of Citizenship Status for every member of the Household.

The Tenant is responsible for providing true and accurate information regarding family income, including lump sum payments for delayed start of periodic payments, assets, employment, deductions, and family composition for the purposes of determining the Tenant Rent for initial rent-up, as well as annual and interim re-examinations. Changes in income exceeding \$200.00 per month are required to be reported even if the HHA has not formally requested that information. Information, certification, release, or documentation, when requested by the HHA, must be delivered within ten (10) days. The Tenant's failure to do so without good cause will be viewed as a serious lease violation and may be grounds for termination of tenancy.

All adult members of the family must sign the Release of Information Authorization Form which allows the HHA to make inquiry from appropriate sources, including criminal background checks, to evaluate the Tenant's eligibility for participation in housing programs administered by the HHA.

A rent increase resulting from a change in family composition will take effect on the first day of the following month. All other rent increases will take effect on the first day of the second month following the increase in income.

If a rent review results in a rent reduction, the decreased rent will take effect on the first day of the following month providing the HHA has received verified information regarding a change in income, assets, or family composition and providing that such information is received by the HHA prior to the twenty fifth (25th) day of the month preceding the month of rent reduction. **No reduction in rent will take place without proper verification.**

IF IT IS DISCOVERED THAT MISREPRESENTATION HAS OCCURRED WHICH WOULD HAVE RESULTED IN A RENT INCREASE IF THE TENANT HAD REPRESENTED INCOME STATUS CORRECTLY, RENT WILL BE MADE RETROACTIVE TO THE DATE THE RENT SHOULD HAVE INCREASED AND WILL BE DUE ON THE FIRST DAY OF THE FOLLOWING MONTH.

Termination of Tenancy and Eviction

The HHA will terminate tenancy and evict the Tenant only for serious and/or repeated violations of their Dwelling Lease, violation of rules set forth in the Tenant Handbook, or for other good cause. A tenant's failure to accept new lease terms or amendments will constitute good cause for termination of tenancy.

Tenants will be informed in writing as to the cause for termination. This notice will be mailed by certificate of mailing to the Tenant or delivered personally to any adult member of the Household who answers the door of the dwelling unit.

- A thirty-day eviction notice shall be given to the Resident in cases of nonpayment of rent;
- (ii) A three-day eviction notice will be given if (1) the health or safety of other residents, HHA employees, or persons residing in the immediate vicinity of the premises is threatened and (2) if the tenant creates a reasonable potential that the premises may be damaged or destroyed or that neighboring tenants may be injured in violation of Mont. Code Ann. § 70-24-321(3).
- (iii) A fourteen-day eviction notice will be given for any criminal activity by a resident or guest that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or in the immediate vicinity of the premises;
- (iv) A three-day eviction notice will be given when any part of the premises is destroyed, defaced, damaged, impaired or removed. However, if the noncompliance is remedied by repairs or the payment of damages, the tenancy does not terminate if the Resident adequately remedies the noncompliance before the date specified on the notice;
- (v) A fourteen-day eviction notice will be given for any drug related criminal

- activity or violent criminal activity;
- (vi) A three-day eviction notice will be given for unauthorized persons and/or pets;
- (vii) A fourteen-day eviction notice will be given when the Resident or any
 Household Member has been convicted of a felony;
- (viii) A fourteen-day eviction notice will be given if a Resident is fleeing to avoid prosecution, fleeing custody or confinement after conviction of a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees or is a high misdemeanor, or for violation of probation or parole under federal and state law, or for harboring or sheltering an individual engaged in such activity.
- (ix) A fourteen-day eviction notice will be given when HHA determines that the Resident or Household Member has ever been convicted of drug-related criminal activity for the manufacture or production of methamphetamine on the premises of federally-assisted housing.
- (x) In any other case, the Resident shall receive a fourteen-day eviction notice.

Termination of Tenancy can occur regardless of the time of year or season.

Upon receiving a formal Notice of Termination of Tenancy, the Tenant may request an informal review by following the HHA Grievance Procedure.

Grievance Procedure Policy

This Grievance Procedure applies to all individual resident grievances, except any grievance concerning a termination of tenancy or eviction for:

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

Rent: In situations involving the amount of rent HHA claims is due (except grievances concerning imputed welfare benefits or use of minimum rent) and before a hearing is scheduled, the complainant shall pay to HHA all rent due and payable as of the month preceding the month in which the act or failure to act took place. Grievances concerning imputed welfare benefits and minimum rents are exempt from the escrow deposit requirement.

The complainant shall thereafter deposit the same amount of the monthly rent in an escrow account each month until the complaint is resolved by decision of the hearing official. HHA may waive these escrow requirements in extraordinary circumstances. Unless so waived, failure to make the required escrow payments shall result in termination of the grievance procedure.

Failure to make such payments does not constitute a waiver of any right the complainant may have to contest HHA's disposition of the grievance in any appropriate judicial proceeding. If grieving an increased rent, retroactive rent, or a charge in addition to the rent, the tenant must pay the increased rent amount, retroactive rent, or charge until such time as the grievance procedure is completed. If the decision is made in favor of the resident, a refund or credit will be made within thirty (30) days.

A Tenant may request a copy of the Grievance Policy from the Helena Housing Authority office in order to become familiar with the procedures and rights of the parties which govern the Grievance Process.

Any grievance shall be personally presented orally or in writing to the HHA office located at 812 Abbey St., Helena, Montana. Written grievances must be signed by the complainant. The grievance must be hand-delivered or received by HHA within seven (7) calendar days after an HHA action, failure to act, or service of notice of termination or other HHA action that is the basis for the grievance. However, if the basis of the grievance is a notice of termination for either three (3) days or five (5) days as set forth in the Dwelling Lease and the grievance procedure applies, the grievance must be hand-delivered to HHA or received by HHA on or before the termination date set forth in the 3-day or 5-day notice of termination.

The grievance may be simply stated, but shall specify: A description of HHA's action or inaction complained of, the particular grounds upon which the grievance is based, the corrective action requested by the complainant; and the name, address, and telephone number of the complainant, and similar information about the complainant's representative, if any.

Within ten (10) calendar days, or at an alternative time to be agreed upon by the complainant and HHA, an informal conference will occur to address the complaint. The purpose of the informal conference is to discuss and to resolve the grievance without the necessity of a formal hearing. A member of HHA management will participate in the informal conference and will make a decision regarding the disposition of the grievance at or after the conclusion of the informal conference. Within five (5) working days after the day of the informal conference, a written summary of the discussion will be given to the complainant by a HHA representative. One copy will be filed in the resident's file.

The summary will include: the names of participants, the date of the meeting, the nature of the disposition, and the specific reasons for the disposition. The summary will also specify the steps by which a formal hearing can be obtained.

If the complainant is dissatisfied with the proposed disposition of the grievance, s/he shall submit a written request for a hearing within five (5) working days of the delivery of the summary of the informal conference.

The written request for a hearing must be presented to HHA within five (5) working days. The written request must specify reasons for the grievance request and the relief sought.

Right to a Formal Hearing: After exhausting the informal conference procedures outlined above, a complainant has the right to request a hearing before a hearing officer.

Copies of the full grievance policy are available at the HHA Office located at 812 Abbey Street. You can also receive a copy of the grievance policy by requesting it from your Property Manager.

Guest Policy

The HHA has established rules to regulate guest visitation for the purposes of prohibiting unauthorized occupancy, determining accurate household income for calculating the amount of Rent, and for reducing guest related disputes between HHA Tenants and between HHA Tenants and the Housing Authority. Tenants may not sublet their Dwelling Lease nor take in any boarders or lodgers.

The HHA Guest Policy requires that the inviting tenant shall ensure the Guest is registered at the HHA office if the Tenant expects the Guest will be staying at the dwelling unit for a period of seven (7) days or longer in any one 30-day period. Any guest expected to stay at the dwelling unit for a period of fourteen (14) consecutive days or longer must be added to the Dwelling Lease as an additional Household Member or Resident, with the approval of the HHA. Registered guests must be approved by the HHA for the period of their visitation.

The Tenant shall control and enforce guest conduct in strict accordance with the provisions in the Dwelling Lease and the Tenant Handbook which deal with the supervision of and responsibility for guests. Failure to comply with the rules, regulations, and policies of the HHA in regard to guest visitation will be considered a violation of the Dwelling Lease and will be grounds for termination of tenancy.

HHA property is for use by tenants and approved guests only.

When a Tenant claims a person as a guest or visitor, the Tenant assumes responsibility for that person's actions.

No Smoking/Vaping Policy

The smoking or vaping of any substance, including tobacco and marijuana, is prohibited in all dwelling units and in all common areas. "Dwelling unit" is defined as a domicile or shelter leased to the Resident and includes any structures, vestibules, patios, and balconies appurtenant to the dwelling. "Common area" is defined as areas other than the dwelling unit that are owned or managed by HHA inside or outside the structure. Do not smoke on HHA property.

Marijuana Policy

The possession, production, growing, or manufacturing of marijuana or marijuana products is prohibited on all HHA property including all dwelling units. Violation may constitute grounds for lease termination.

Community Service Policy

In July 2003, the United States Congress re-instated the community service requirement for all adults living in public housing. The community service and self-sufficiency requirement is intended to assist adult public housing residents in improving their own economic and social well-being and give these residents a greater stake in their communities. The community service and self-sufficiency requirement allows residents an opportunity to "give something back" to their communities and facilitates upward mobility.

Each adult resident of HHA shall:

- Contribute eight (8) hours per month of community service (not including political activities) within the community in which that adult resides; or
- Participate in an economic self-sufficiency program for eight (8) hours per month; or
- Perform eight (8) hours per month of combined activities (community service and economic self-sufficiency program).

Each adult resident is required to contribute eight (8) hours of community service unless the adult qualifies under the exemption status.

Fair Housing Policy

It is the policy of HHA to comply fully with all Federal, State, and local nondiscrimination laws and with rules and regulations governing Fair Housing and Equal Opportunity in housing and employment. The HHA will not discriminate because of race, color, sex, religion, familial status, disability, national origin, creed, marital status, or age in the leasing, rental, or other disposition of housing or related facilities, including land, that is part of any project or projects under HHA's jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937, as amended, or in the use or occupancy thereof. Fair Housing and nondiscrimination posters and information are displayed in accessible locations throughout the HHA's office.

Service and Accommodations Policy

It is the policy of the HHA to provide courteous and efficient service to all applicants for housing assistance and to exercise a high level of professionalism while providing housing services. In this regard, HHA will endeavor to reasonably accommodate persons with disabilities, as well as persons with language barriers.

Privacy Policy

It is the policy of the HHA to safeguard the privacy rights of applicants, tenants, household members, and family information in accordance with Federal, State and local laws. HHA staff will not discuss or access family information contained in resident files unless there is a business reason to do so.

OTHER RESIDENT SERVICES

Laundry Rooms

Stewart Homes and ME Anderson have coin-operated laundry machines available in the laundry rooms. Please help keep the laundry rooms and machines clean.

Early Learning Child Care Center

The Early Learning Child Care Center is located at 1221 Billings Avenue on the main HHA campus at Stewart Homes. The ELC is a joint effort by the HHA and Rocky Mountain Development Council (RMDC) HEAD START to provide an early learning program. For more information, call 447-1626.

Life Skill Services and Assistance

Other services available to HHA residents include career training assistance providing supportive services like child care, transportation, and guidance counseling though a partnership with Career Training Institute (CTI) at the Family Investment Center (FIC) located at 347 Last Chance Gulch. See Links to other useful human services and assistance on the HHA website.

Resident Management Corporation (RMC) / Tenant Organization

With tenant participation, a Resident Management Corporation and Tenant Organization may exist. Tenant participation in these organizations is highly encouraged so the HHA may receive tenant input on how its properties are managed. Ask your property manager how to contact and participate in these organizations.