



Clermont Metropolitan Housing Authority

65 South Market Street | Batavia, Ohio 45103

513.732.6010 | Fax 513.732.6520

www.clermontmha.org

Clermont Metropolitan Housing Authority Public Housing Handbook





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<u>Table of Contents</u>	<u>Page</u>
Mission Statement, Fair Housing Policy, Reasonable Accommodation & Privacy Rights	3
Improving the Quality of Life In our Communities	4
Unit Locations	5
Office Locations, Office Hours, Holiday Schedule, Important Phone Numbers & Calling for Routine or Emergency Work Order Requests	6
What is Considered a Maintenance Emergency, Cost of Repairs, Use of Community Building, Installing Fixture, Paint & Wallpaper	7
Renter's Insurance, Smoke Alarms, Fire Safety Concerns, Disaster Plan, Cameras Extermination,	8
Employment Opportunities, Complaints, Information regarding rent, Guests, Housekeeping Responsibilities	9
Pets, Parking, Speed Limit, Curfew	10
Neighbors, Child Safety, Basketball Hoops, Outside Faucets, Cold Weather Precautions, Trash Pick-Up, Signs at PH Owned Property, Yard Sale	11
Housekeeping Standards Inside Unit	12
Housekeeping Standards Outside Unit	13
Utilities and Utility Company Contact Information	14
What Procedures to Follow When I Plan to Move, Move Out Inspection	15
Community Service Requirement	16
Definition of Work Activities & Community Service Activities	17
Economic Self-Sufficiency Program	18
Section 3, Minority's Business Entity (MBE) Women's Business Entity (WBE)	19



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Clermont Metropolitan Housing Authority (CMHA)

Mission Statement

The mission of the Clermont Metropolitan Housing Authority (CMHA) is to assist low-income families, including those who are elderly or disabled, with safe, decent, and affordable housing opportunities as they strive to achieve self-sufficiency and improve the quality of their lives. CMHA is committed to operating CMHA in a caring, efficient, ethical, and professional manner. The PHA will create and maintain partnerships with its clients and appropriate community agencies in order to accomplish their mission.

Fair Housing Policy

It is the policy of the PHA to comply fully with all federal, state, and local nondiscrimination laws and with rules and regulations governing fair housing and equal opportunity and housing and employment.

The PHA shall not discriminate because of race, color, sex, religion, familial status, age, disability, national origin, marital status, gender identity, or sexual orientation in the leasing, rental, or other disposition of housing or related facilities.

The PHA's central office is accessible to persons with disabilities. Access ability for the hearing impaired is provided by the Ohio Relay Service. You can reach their services by dialing 711 or 1-800-750-0750 for English or 1-888-269-0678 for Spanish.

Notice of Right to Request Reasonable Accommodation

CMHA will make reasonable accommodations in lease and other policy requirements when requested by a qualified resident with disabilities. A person with a disability shall be provided reasonable accommodation to the extent necessary to provide such person with an opportunity to use and occupy the dwelling unit equal to a non-disabled person. At any time, resident may request reasonable accommodation of a disabled household member, including reasonable accommodation so that resident can meet lease requirements or other requirements of tenancy.

Privacy Rights

All adult members in the household are required to sign the form HUD-9886, "Authorization for Release of Information and Privacy Act Notice." In signing this consent form, you are authorizing HUD and the PHA to request income information. HUD and the PHA need this information to verify your household's income to determine that you are eligible for assisted housing benefits and to ensure that benefits are set at the correct level.

The PHA's practices and procedures are designed to safeguard the privacy of applicants and residents. CMHA staff will not discuss or access your family's information contained unless there is a business reason to do so.

All resident files will be stored in a secure location and are only accessible to authorized staff. Files will never be left unattended or placed in common areas.



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Improving the Quality of Life in Our Communities

Elderly/Disabled Designated

CMHA currently has 81 units designated for the elderly/disabled in the Bethel Woods complex. This property is in a quiet residential area near a park and a local school adjoining the rear of the property is a lightly wooded, walking, and biking trail that residents may use to get daily exercise. There are places to shop, grocery store, pharmacy, and restaurants located nearby.

The on-site community building serves as a multi-purpose facility for staff and residents. The staff offers, community room, kitchen, and laundry facilities are located inside the community building. Residents may rent the community center free of charge for special occasions.

Earned Income Disallowance

The earned income exclusion is designed to help residents achieve greater self-sufficiency. This program allows for up to 100% of earned wages to be excluded from the rent calculation for a specified period to qualifying residents. During this exclusion, the amount of money saved on rent can be used to help residents get on their feet financially and become more independent. For example, the money saved could be used to repair or purchase a more dependable car, to pay off outstanding bills, or start a savings account for that rainy day. There is a maximum 2-year (24 month) disallowance.

Capital Fund Program

Each year CMHA applies for grant monies from HUD through the Capital Fund Program. These grants are used to improve the quality and appearance of Housing Authority properties. Capital Fund Program grant monies allow for improvements to unit interiors and exteriors. Some interior improvements include but are not limited to the replacement of such items as refrigerators, stoves, furnaces, and flooring. Enhancements made to improve unit exteriors include the replacement of outside sheds, exterior doors, window glass and repairing sidewalks, driveways, and siding.



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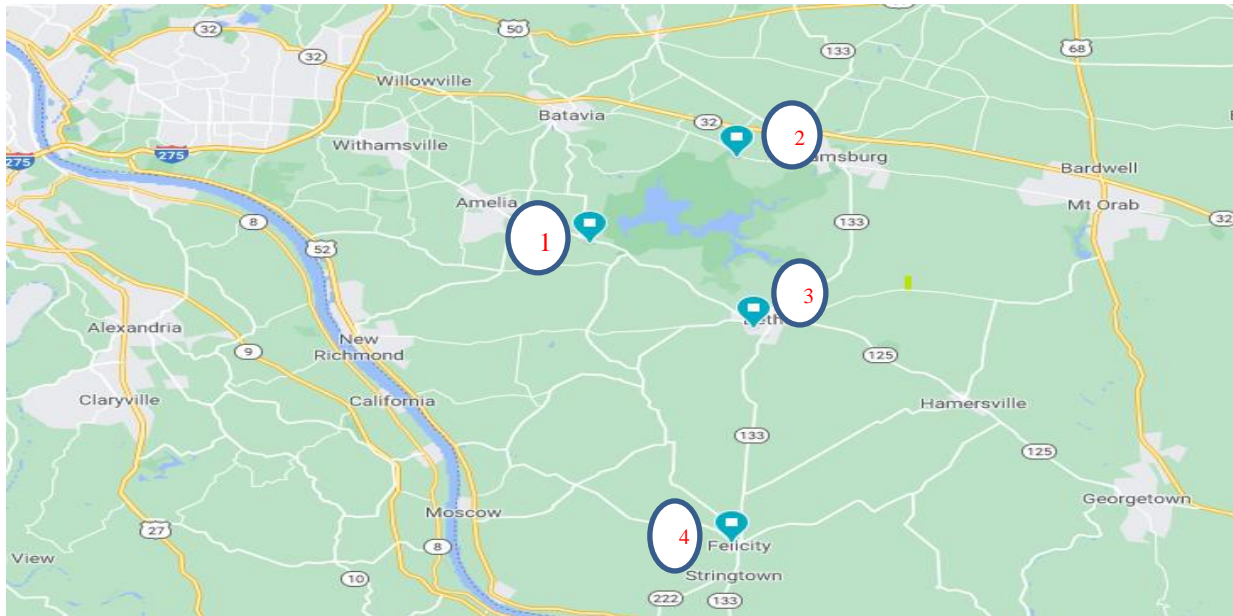
General Information & Frequently Asked Questions

This Handbook is designed to provide general day-to-day information on policies and services available to all residents. Please be sure to review the complete policies as contained within our Dwelling Lease and Authority's Admissions and Continued Occupancy Policy (ACOP).

Where are the Public Housing units currently located within Clermont County?

Community	# on Map	Address	City	Units	Housing Stock
Monroe Woods	1	2173 E Ohio Pike	Amelia	25	Family & Disabled Units
Williamsburg Woods	2	2911 Batavia Williamsburg Pike	Batavia	27	Family & Disabled Units
Bethel Woods	3	610 Easter Rd	Bethel	81	Elderly units (62& older)
Llewellyn Court	4	519 Coffee St	Felicity	8	Family Units
Scattered Sites*	NA	Various	Various	54	Single Family Units

*Location information is available at CMHA's main office (the number and location of the single-family units are subject to change.)





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Where are CMHA's offices located?

Main Office is located at 65 S Market Street, Batavia, Ohio 45103.

Community Center office is located at 610 Easter Road, Bethel, OH 45106.

What are the normal working hours?

Monday through Friday (8:00 to 4:30)

CMHA is closed during the following holidays:

1. New Year's Day (January 1)
2. Martin Luther King Day (3rd Monday in January)
3. President's Day (3rd Monday in February)
4. Memorial Day (4th Monday in May)
5. Independence Day (July 4)
6. Labor Day (1st Monday in September)
7. Columbus Day (2nd Monday in October)
8. Veteran's Day (November 11)
9. Thanksgiving Day (4th Thursday in November)
10. Friday following Thanksgiving Day
11. Christmas Eve (December 24)
12. Christmas Day (December 25)

If a holiday falls on a Sunday, it will be observed on the following Monday; if the holiday falls on Saturday, it will be observed on the preceding Friday.

Important Telephone Numbers

Main Office 513- 732-6010

Main Office Fax Numbers 513-732-6520 or 513-732-0851

Bethel Woods 513-734-4340

Routine Maintenance 513-734-7094

Emergency Maintenance (during regular business hours) 513-734-7094

Emergency Maintenance (after hours, weekends or holidays) 513-515-6666

Maintenance Office Fax 513-734-3393

Calling for Routine or Emergency Work Order Requests

Your work order request gives CMHA permission to enter the dwelling unit during normal working hours to perform the necessary repairs. CMHA will not make appointments to perform required maintenance. Not permitting entry is a violation of the lease. Maintenance can enter the unit if no one is present, but they **will not** enter if only a minor child is home.

Should the resident have a pet, an adult **must be** present for the scheduled inspection or the resident **must have** the pet secured in an area away from the place(s) of the scheduled repairs. If PHA staff enter the unit for a scheduled inspection and find the pet not secured, the scheduled inspection **will not** be completed at that time and the resident will be charged a service call for a return visit to complete the repair. Scheduled inspections will not be conducted if only minor children are present. Residents may be issued a lease violation if there is not an adult present for a



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scheduled inspection. Please note, a family may be evicted from the public housing unit for multiple repeated lease violations.

What is considered a maintenance emergency?

The following items are to be considered emergency in nature and require correction within 24 hours by either CMHA or the Resident :

1. Broken lock on entry door.
2. Broken window with shattered glass.
3. Plumbing leaks which have the capacity to create flooring or cause damage to the ceiling.
4. Natural gas leaks or smell of fumes.
5. No electric or situations which could result in shock or fire.
6. Refrigerator inoperative.
7. Toilet, if only one, is inoperative.
8. Smoke alarm and/or carbon monoxide detector inoperative or malfunctioning.
9. No heat.
10. Lockout
11. No hot water for 24 hours. (If on a weekend or holiday).
12. No refrigerator for 12 hours. (if on a weekend or holiday).
13. Vandalism
14. Storm or fire damage.
15. No air conditioning for resident with the medical emergency.

What is the residence cost for maintenance repairs?

There is no charge for routine maintenance service unless the resident or guest causes damage that requires repair work. The resident agrees to pay reasonable charges for repairs or damage to the interior and exterior of the dwelling unit. The approved Materials and Labor Rate Schedule is posted on bulletin boards at the CMHA's main office and at the Bethel Woods Community Center and Maintenance Shop.

Am I permitted to use the community building located within my housing development?

Bethel Woods residents may use the Bethel Woods community facilities, in accordance with the Community Room Agreement.

Am I permitted to install any fixture in my dwelling unit?

Any fixtures must be approved in advance in writing by CMHA. The Authority will only grant approval as a Reasonable Accommodation request for a disabled family. The fixture must be professionally installed and will not cause any damage to the building structure. The fixture will stay in the dwelling unit should you vacate. The PHA will not perform repairs on any fixture you install while you are a resident.

Am I permitted to paint or wallpaper any room within my dwelling unit?

Residents are not permitted to paint, put up borders, stencils, or wallpaper in any room. Walls and ceilings must remain the original color that they were on move-in. Should CMHA have to remove borders or wallpaper or use extra paint to cover "unapproved" painting of walls or ceilings, the resident will be charged in accordance with the Labor and Materials rates.



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Who is responsible for Renter's insurance?

CMHA has no liability for a resident's personal belongings. It is the resident's responsibility to obtain renter's insurance if they wish to cover their personal belongings against property loss. Additionally, the resident agrees not to use the dwelling unit or premises for any purpose deemed hazardous by CMHA's insurance company.

Do I have a smoke alarm in my dwelling unit?

All dwelling units have at least (1) electric (battery back-up) smoke detector on each level. There is also a smoke detector in each bedroom as required by HUD regulation. If there is a malfunction with any smoke detector, notify CMHA for immediate repairs. Do not disconnect the smoke detector(s)! This is a fire hazard and a violation of the dwelling lease.

What other fire safety concerns should I have?

No combustible materials are to be placed or stored in areas where the furnace, cooking stove or hot water heater are located. Doors and windows must not be blocked. The shed, garage, basement, or carport is not to be used for the storage of vehicle parts (engine, transmissions, etc.) that can damage flooring or walls. Flammable products cannot be stored in unapproved containers. For single dwelling units, gas can be stored for lawn purposes if it is stored in an approved container. The only purpose for the shed, garage or basement is to store outside furniture and lawn equipment. No portable heaters with an open flame.

Can I use tiki torches, burn pits or grills?

No tiki torches or burn pits are allowed. Grills are allowed as long as they are more than 10 feet of the unit. Ohio Fire Code states, "the use of charcoal burners, gas grills, or any other type of open flame devices is prohibited within 10 feet of a multi-family building. The Ohio Fire Code also prohibits operation of such devices on balconies and decks." Make sure all gas is turned off after use and grill is put away once cool.

Is there a Disaster Plan?

Clermont County has a preparedness website at [Preparedness | Emergency Management Agency \(clermontcountyohio.gov\)](http://Preparedness|EmergencyManagementAgency.clermontcountyohio.gov). Please review this website for resources that your family can take in the event of an emergency.

Can I install security camera or ring doorbells?

You cannot make any alterations or attach anything to the unit. If a camera is attached to tenants' personal property, they cannot be peeking into another person's home and cannot be pointed toward their front doors, parking spots, yards, etc. It must be specific to monitoring their own home/unit.

Does CMHA provide extermination service?

Extermination service shall be provided for all dwelling units located in multi-family buildings as conditions may require. Single family residents are responsible to provide their own extermination services. Residents are required to report problems such as rat or insect infestation and to permit extermination unless they can prove such services are hazardous to their health as



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evidenced by a Doctor's statement provided to CMHA. Resident's refusal, at any time after due notice to allow Authority or its authorized agent or contractor access to the dwelling unit for the purpose of extermination, shall constitute separate and independent grounds for termination of the Dwelling Lease and for eviction. Resident shall be required to pay for rescheduled extermination service because of resident refusing to permit extermination service as scheduled.

Are employment opportunities with CMHA available?

To the greatest extent feasible, opportunities for employment will be given to residents of housing communities. Residents are asked to complete a "skills survey" to provide CMHA with a database of job skills and experience for possible future employment with either the PHA or with outside contractors performing work at CMHA locations. The Skills Survey form will be updated annually during the scheduled annual re-certification.

What is CMHA's method of handling complaints?

All complaints need to be in writing. A resident can e-mail the staff at CMHA, drop off the complaint to either the main office in Batavia or the Community Center office in Bethel, or the resident can use the contact us information on our website at www.clermontmha.org. A copy of the complaint form is included in the Handbook.

Information Regarding Rent

All rent payments must be paid directly to the CMHA's main office, either in person or by mail. There is a drop box located at the main office for rent to be dropped off after hours. For residents who live at the Bethel Woods complex, there is a drop box located at the Community Center building for you to drop off your rent payments. Rent must be paid by check or money order. CMHA **does not** accept cash nor will CMHA accept partial payments. The rent is due on the **first day** of each month but no later than the **fifth day** of each month to avoid a late fee. Failure to pay full rent by the due date constitutes default of the payment and termination of the lease. A check returned for insufficient funds will be considered nonpayment of rent. Any payment made after the 5th of the month shall include a late fee of **\$25.00**. Paying rent late more than 3 times in a 12-month period is grounds for termination of lease.

Are residents permitted to have guests?

Residents are permitted to have guests, however permitting anyone other than those listed on the lease to reside in the dwelling unit is grounds for eviction. This provision does not exclude reasonable accommodation of guests and/or visitors of a period not to exceed two weeks. If a guest(s) will be staying more than three nights, the PHA should be notified in writing and approval must be obtained from the PHA. Residents are responsible for their guests while they are visiting the dwelling unit.

What are my housekeeping responsibilities?

Residents are responsible for keeping their dwelling unit, basement, yard, storage shed, porches, patios, and garage areas clean and free of debris. See pages 11-12 for more detailed information.



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Are residents permitted to have pets?

Residents residing in Public Housing unit can keep common domesticated household pets in the dwelling unit as stated in their lease agreement and in accordance with the Code of Federal Regulations. All pets must be approved in advance by CMHA. Common household pet means a domesticated animal, such as a dog, cat, bird (such as canaries, parakeets, finches) or fish that is traditionally recognized as a companion animal and is kept in the home for pleasure rather than commercial purposes. The following animals are not considered pets: Reptiles, rodents (such as hamsters, mice, rats, guinea pigs, gerbils, ferrets), insects, arachnids, wild or feral animals, pot-bellied pigs and animals used for commercial breeding. The resident must submit and enter into a Pet Agreement with CMHA, which will state the resident acknowledges complete and total responsibility for the care and maintenance of the pets and pay the pet deposit of \$250.00. See handout in this handbook regarding pet waste.

Is there designated parking?

The Resident and members of his/her household, visitors and guests shall use marked parking spaces, carport or garages as provided. There is no assigned parking at any community owned by CMHA. Parking is on a "first come, first serve" basis; however, CMHA requests all visitors to allow residents the spaces in front of their dwelling. All vehicles on Authority property must be currently licensed and in operating condition. If not, the vehicle may be towed from the property at the owner's expense. Washing vehicles (other than scattered sites where the residents pay the water/sewer charges), changing oil or performing other repair work on Authority property is not permitted. Motorcycles and mopeds must park in the regular parking spaces, not within any dwelling unit or on the patio area. Boats, buses, campers, trailers, or large trucks are not allowed. At no time is parking on any lawn area within the development permissible. Resident may be charged for damage to property due to improper parking. No more than two vehicles per dwelling unit. If your household requires more than two vehicles, please contact your Housing Manager to discuss. Only properly licensed vehicles may park in designated "handicap parking spaces." The Authority may notify law enforcement who may use: 4513.63 for Disposition of abandoned junk motor vehicles. "Abandoned junk motor vehicle" means any motor vehicle meeting all of the following requirements: A) Left on CMHA property for forty-eight hours or longer without permission of the person having the right to the possession of the property, on a public street or other property open to the public for purposes of vehicular travel or parking, or upon or within the right-of-way of any road or highway, for forty-eight hours or longer; B) three years old, or older, C) extensively damaged, such damage including but not limited to any of the following: missing wheels, tires, motor, or transmission; D) apparently inoperable; E) having a fair market value of one thousand five hundred dollars or less.

Is there a speed limit on the driveways and parking areas?

The speed limit is 10 mph.

Is there a curfew?

A curfew has been established for Monroe Woods and Williamsburg Woods apartment complexes. All children ***under 18*** should not be outside without parental supervision between the hours of 11:00 PM and 7:00 AM unless they are returning from a school function or employment. All other residents must abide by curfews in their communities.



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What is my responsibility to my neighbors?

When having guests or if playing electronic equipment, residents should be considerate of neighbors and refrain from making loud noises that will disturb other neighbors. Making loud noises could be in violation of local ordinances and the dwelling lease.

What children safety concerns should I have?

Children should be always supervised. Children are not permitted to play in parking lots or roadways where vehicles are in use. All residents, including children, must be careful not to cause any injury to another residence property or person.

Can I have a basketball hoop?

Yes, you may have a basketball hoop as long as it is not attached to CMHA property. For safety purposes, they must not block any areas in the parking lot or be in any roadway.

Am I permitted to use the outside faucets?

Residents who rent single family locations are permitted to use the outside faucets. All other outside faucets, located within each housing development, are for CMHA use only. Residents are not permitted to use these faucets.

What cold weather precautions should I take?

To prevent freezing pipes, allow the water faucets in your dwelling unit to drip (a slow trickle), be sure the heat vents are open in the bathroom and utility room. Keep the vanity cabinet doors open. For a better comfort level, open curtains, and draperies in sunny windows and close them in shaded areas. Close curtains and draperies at night. Keep heating registers clean and open and do not allow furniture to block the airflow. Outside vents should be closed. Outside water hoses should be disconnected and stored inside.

How is my trash picked up?

CMHA arranges for trash/rubbish pickup at multi-family developments. Certain scattered site dwelling units are required to have their own trash can receptacles and dispose of all trash/rubbish in a clean, safe, and sanitary manner. Residents must arrange for trash/rubbish pickup with the local waste removal company upon moving into the dwelling unit.

Because children cannot always reach the top of the dumpsters to deposit trash properly, children should not be allowed to deposit trash into the dumpsters. Trash should never be left outside of the dumpsters.

What are the sign regulations?

Signs are not to be placed on exterior doors or windows of the dwelling unit without the prior written consent of CMHA. An exception would be "oxygen in use" for health purposes.

Can I have a Yard Sale?

Yes, but yards sales are only permitted when there is a Village Wide Yard Sale in your area.



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What are the "Housekeeping Standards" inside your dwelling unit?

General Housekeeping Items:

1. Walls should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
2. Floor should be clean, clear, dry, and free of hazards.
3. Ceiling should be clean and free of cobwebs.
4. Windows should be clean and not nailed shut. Shades or blinds should be intact. You can also have curtains with white backing.
5. Window covering should be at all windows, non-torn or of poor appearance.
6. Woodworkers should be clean, free of dust, gouges, or scratches.
7. Doors should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
8. Heating units should be dusted and access uncluttered.
9. Trash should be disposed of properly and not left in dwelling unit.
10. Entire dwelling unit should be free of rodent or insect infestation.
11. Litter box should be cleaned on a regular basis and the litter must be properly disposed of in exterior garbage cans or dumpster. Do not dispose of litter in the toilet.
12. HVAC filter must be changed quarterly (every 3 months)- tenant responsibility.
13. It is the resident's responsibility to provide and change light bulbs inside of their unit as well as on patios and porches (if applicable).

Kitchen:

1. Stove, oven & drip pans should be clean and free of food and grease.
2. Refrigerator should be clean. Freezer door should close properly.
3. Cabinets should be clean and neat. Cabinet surface is and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
4. Exhaust fan should be free of grease and dust.
5. Sink should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
6. Food storage areas should be neat and clean and without spilled food.
7. Trash/garbage should be stored in a covered container until removed to disposal area.

Bathroom

1. Toilet and tank should be clean and odor free.
2. Tub, shower, countertops, and shower should be clean and free of excess mildew and mold. Shower curtain should be in place and of adequate length. Floors should be kept clean and dry to prevent leaks in the ceiling of the rooms on the lower level.
3. Lavatory should be clean.
4. Exhaust fans should be clean and free of dust.

Storage areas

1. Linen closet should be neat and clean.
2. Other closets should be neat and clean. No flammable materials should be stored in the dwelling unit.
3. Other storage areas should be clean, neat, and free of hazards and debris.
4. There should not be anything stored in the attic (if dwelling unit is equipped).



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Laundry/Utility Rooms in the Dwelling Unit

1. Do not block the washer/dryer connection box.
2. Do not block the water heater or store items around the water heater since this area must have unobstructed access.
3. You may not block the breaker box or utility panel, there must be clear access.
4. The laundry/utility room should be free of debris, motor vehicle parts and flammable materials.

What are the "Housekeeping Standards" outside your dwelling unit?

The following standards apply to family and scattered site developments only: some standards apply only when the area noted is for the exclusive use of resident:

1. Yards, storage sheds and garages should be free of debris, trash, abandoned cars, and tires. Exterior walls should be free of graffiti. Sidewalk chalk is allowed; but must be cleaned daily.
2. Maintain and protect lawn areas, trees, shrubs etc. from damage. Grass should be maintained at a height of no greater than 5 inches. Failure of the resident to perform these activities will cause CMHA to complete the work and bill the resident in accordance with the Material and Labor Rates Schedule.
3. Planting of flowers in shrub beds will not be permitted. Only live flowers or plants may be kept in moveable pots and kept on the patio area only.
4. Permit only outside lawn type furniture on patios (if in multi-family units) and yard areas (if single family unit) and there is not a patio.
5. Porches/patios (front and rear) should be kept clean and free of hazards. Any items stored on the porch shall not impede access to the dwelling unit.
6. Sidewalks, stoops, steps (front and rear) and driveways should be clean and free of dirt, ice, snow, and debris.
7. Regularly remove all garbage and trash from the dwelling unit, shed, garages, carports, and yard areas.
8. Garbage containers should be securely lidded.
9. Storm doors should be clean, with glass or screens intact.
10. Parking lot should be free of abandoned vehicles. There should be no vehicle repairs in the parking lot or on any CMHA property.
11. Hallways should be clean and free of hazards.
12. Stairwells should be clean, uncluttered and swept regularly.
13. Laundry areas should be clean and neat. Remove lint from dryers after use.



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Utilities

Residents responsible for direct payment of utilities must abide by all regulations of the specific utility company, including regulations pertaining to advance payments of deposits. Failure to maintain utility services and keeping payments current during residency and is a lease violation and grounds for eviction. The utility service must be in the name of an approved adult member of the household or is considered a lease violation and grounds for eviction.

What are the current utility company phone numbers for services at my dwelling unit?

CMHA staff will assist you in determining which utility companies should be contacted for your specific dwelling unit.

Utility	Utility Type	Phone number
Bethel Board of Public Affairs	Water, electric, trash	513-734-2243
Duke Energy	Gas, electric	800-544-6900
Village of Milford	Water, sewer, trash	513-248-5081
Clermont Water Resources	Water, sewer	513-753-3830
CSI /Republic	Trash	513-771-4200
Rumpke Residential services	Trash	513-742-2900
New Richmond utilities	Water, sewer, trash	513-553-2001
Tate-Monroe Water	Water	513-734-2236
Western Water	Water	513-722-1682
Village of Batavia	Water, sewer, trash	513-732-2020
Village of Williamsburg	Water, sewer, trash	513-724 6107



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How Do I Properly Move Out of My CMHA Owned Unit?

1. Submit a "Written Notice of Intent" to move at least 30 days prior to the date you plan to move. A copy of this notice is listed on our website at www.clermontmha.org. You may deliver, mail or fax this notice to the CMHA's Main office at 65 S Market Street, Batavia, Ohio 45103.
2. In accordance with Ohio State Law, CMHA has 30 days from the later of either the actual date of your move out or your notice date to provide you an itemized accounting of your deposit (less any fees, damages, or outstanding rent). For this reason, it is important that you provide CMHA your forwarding address prior to moving out of the unit.
3. Pay all rent and other charges due before moving so that your account is current.
4. Clean the inside and outside of your dwelling unit thoroughly, including all appliances.
5. Remove all trash and debris from the property, both inside and outside the dwelling unit.
6. The rent is due on the (1st) day of the month. Should you stay a few extra days, you will be responsible to pay rent for those days until the keys are turned in to CMHA.
7. Contact the utility companies to have the utilities transferred out of your name and back into CMHA's name.
8. Prior to moving you may request an inspection of your dwelling unit. By attending the move out inspection, you will be made aware of any cleaning requirements or repairs needed before you move.
9. You may notify the Authority that you have moved out by returning the keys to CMHA's main office. **Telling** CMHA you are going to vacate **does not** fulfill your obligation of notification. The date you return your keys to CMHA will be the actual MOVE OUT DATE of record.
10. If you do not request a move out inspection before you move, CMHA will perform this move out inspection after you move. Any repairs or cleaning will be performed by CMHA and charges, if applicable, will be assessed in accordance with the Maintenance and Labor Rate Schedule.
11. If there are charges due after your move out and you have not entered into a repayment agreement with CMHA, in accordance with Authority policy, the total balance due will be forwarded to the Enterprise Income Verification System. This system is accessed by all PHA's throughout the United States to assess eligibility for their programs.

Am I permitted to attend the move out inspection?

Yes. By attending the move out inspection, you will be made aware of any required cleaning or repairs. Charges for any repairs or cleaning performed by CMHA will be assessed in accordance with the Maintenance and Labor Rate Schedule.



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Community Service Requirement

Community service is the performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities.

Each adult resident of the PHA, who is not exempt, must:

Contribute 8 hours per month of community service; or Participate in an economic self-sufficiency program (as defined by regulations) for 8 hours per month; or Perform 8 hours per month of combined activities (community service and economic self-sufficiency programs). The required community service or self-sufficiency activity may be completed 8 hours each month or be aggregated across a year. Any blocking of hours is acceptable as long as 96 hours are completed by each annual certification of compliance. The PHA may not renew or extend any lease, or provide for any new lease, for a dwelling unit for any household that includes an adult member who was subject to the community service requirement and failed to comply with the requirement.

Exempt Individuals:

1. Is age 62 years or older.
2. Is blind or disabled (as defined under section 216[i][1] or 1614 of the Social Security Act) and who certifies that because of this disability he or she is unable to comply with the service provisions.
3. Is a primary caretaker of such an individual.
4. Is engaged in work activities (the PHA will consider 30 hours per week as the minimum number of hours needed to qualify for a work activity exemption).
5. Is able to meet requirements of being exempted under a state funded part A of title IV of the Social Security Act, or under any other welfare program of the state in which the PHA is located, including state-administered welfare-to-work program.
6. Is a member of a family receiving assistance, benefits, or services under a state funded part A of title IV of the Social Security Act, or under any other welfare program of the state in which the PHA is located, including state-administered welfare-to-work program and the supplemental nutrition assistance program (SNAP), and has not been found by the state or other administering entity to be in noncompliance with such program.



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Work Activities (under exemption)

- Unsubsidized employment.
- Subsidized private sector employment.
- Subsidized public sector employment.
- Work experience (including refurbishing of publicly assisted housing) if sufficient private sector employment is not available.
- On-the-job training.
- Job search and job readiness assistance (proof will be requested).
- Community service programs.
- Vocational educational training (not to exceed 12 months).
- Job skills training directly related to employment.
- In the case of a family member who has not received a diploma or a certificate of high school equivalency: Education directly related to employment, satisfactory attendance at secondary school, or attending a course of study leading to a certificate of general equivalence.
- Provision of childcare services to an individual who is participating in a community service program.

Community Service Activities

Community service is the performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities.

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

- Local public or nonprofit institutions such as schools, head start programs, before or after school programs, childcare centers, hospitals, clinics, hospices, nursing homes, recreation centers, senior centers, adult day care programs, homeless shelters, feeding programs, food banks (distributing either donated or commodity foods), or clothes closets (distributing donated clothing).
- Nonprofit organizations serving PHA residents or their children such as: Boy or Girl Scouts, Boys or Girls Club, 4-H clubs, Police Assistance League (PAL), organized children's recreation, mentoring or education programs, Big Brothers or Big Sisters, garden centers, community clean-up programs, beautification programs.
- Programs funded under the Older Americans Act, such as Green Thumb, Service Corps of Retired Executives, senior meals programs, senior centers, Meals on Wheels.
- Public or nonprofit organizations dedicated to seniors, youth, children, residents, citizens, special-needs populations or with missions to enhance the environment, historic resources, cultural identities, neighborhoods, or performing arts.
 - PHA housing to improve grounds or provide gardens (so long as such work does not alter the PHA's insurance coverage); or work through resident organizations to help other residents with problems, including serving on the Resident Advisory Board.
 - Care for the children of other residents so parent may volunteer.



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Economic Self-Sufficiency Program

For purposes of satisfying the community service requirement, an economic self-sufficiency is defined by HUD as any program designed to encourage, assist, train, or facilitate economic independence of assisted families or to provide work for such families. Eligible self-sufficiency activities include, but are not limited to:

- Job readiness or job training
- Training programs through local one-stop career centers, workforce investments boards (local entities administered through the US Department of Labor) or other training providers.
- Employment counseling, work placement, or basic skills training.
- Education, including higher education (junior college or college), GED classes, or reading, financial, or computer literacy classes.
- Apprenticeships (formal or informal).
- English proficiency or English as a second language classes.
- Budgeting and credit counseling.
- Any other program necessary to ready a participant to work (such as substance abuse or mental health counseling).



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Section 3

- 1. What is Section 3?** Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that preference for employment, training and contracting opportunities generated from the expenditure of certain HUD funds is directed to local low- and very low-income persons, particularly those who receive federal housing assistance, and businesses that are owned by or substantially employ such persons.
- 2. What does the term “Section 3 resident” mean?** A “section 3 resident” is: 1) a public housing resident; or 2) a low- or very low-income person residing in the metropolitan area or Non-Metropolitan County where the Section 3 covered assistance is expended.
- 3. What does the term “Section 3 Business” mean?** Section 3 businesses are those that can provide evidence of **meeting one** of the following three criteria: a) 51% or more owned by Section 3 residents; or b) At least 30% of its full time employees include persons that are currently Section 3 residents, or were Section 3 residents within *three years of the date of first hire**; or c) Provides evidence, as required, of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to businesses that meet the qualifications of a) or b) above.
- 4. How are the terms “low-income” and very low-income determined?** These limits are typically established at 80 percent and 50 percent of the median income for each locality by household size or the number of people residing in one house. For 2020, the Income Limit <https://www.huduser.gov/portal/datasets/il/il2020/2020summary.odn>
- 5. Does being a Section 3 Business mean that a firm is automatically entitled to HUD-funded contracts?** No. Section 3 businesses may need to demonstrate to the satisfaction of the recipient agency they are a responsible Contractor with the ability to perform successfully under the terms and conditions of prospective contracts.

For more information on the requirements of Section 3, please visit www.hud.gov/Section3

Minority/Women’s Business Enterprise (MBE/WBE)

- 1. What is a Minority Business Enterprise (MBE)?** Minority business enterprise (MBE) is an American designation for businesses which are at least 51% owned, operated, and controlled on a daily basis by one or more (in combination) American citizens of an ethnic minority.
- 2. What is a Women’s Business Enterprise (WBE)?** A woman owned business (WBE) company must be 51% owned, operated, and controlled on a daily basis by women who are U.S. citizens.
- 3. Does being a MBE or WBE Business mean that a firm is automatically entitled to HUD-funded-contracts?** No. These businesses will need to demonstrate to the satisfaction of the recipient agency they are a responsible Contractor with the ability to perform successfully under the terms and conditions of prospective contracts. The MBE/WBE at 24 CFR Part 85.36 *Contracting with Minority and Women's Business Enterprises* states that: The grantee and sub-grantee will take all necessary affirmative steps to assure that minority firms or women business enterprises are used whenever possible.

For more information on the requirements of MBE/WBE, visit www.hud.gov/program_offices/sdb



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Additional Information Included in the Handbook

1. Grievance & Appeals Policy
2. Smoke Free Policy
3. Material and Labor Rates Schedule
4. Complaint Form
5. It's a Toilet, not a trash can!
6. Applying for HUD Housing Assistance? Think about this... Is fraud worth it?
7. What you should know about EIV
8. Preventing and Getting Rid of Bed Bugs Safely
9. Ohio Tenant-Landlord Law-General Guidelines
10. Notice of Occupancy Rights under the Violence Against Women Act and form HUD 5382
11. Clermont Metropolitan Housing Authority Lease Terminations
12. Protect Your Family From Lead in Your Home
13. Are you a Victim of Housing Discrimination? Fair Housing is your Right.
14. Family Debts to PHA and Repayment Policy
15. CMHA Trespass/Banned Policy
16. Pet Waste Flyer

Chapter 14

GRIEVANCES AND APPEALS

INTRODUCTION

This chapter discusses grievances and appeals pertaining to PHA actions or failures to act that adversely affect public housing applicants or residents. The policies are discussed in the following three parts:

Part I: Informal Hearings for Public Housing Applicants. This part outlines the requirements and procedures for informal hearings for public housing applicants.

Part II: Informal Hearings with Regard to Noncitizens. This part discusses informal hearings regarding citizenship status and where they differ from the requirements for general applicant and tenant grievances.

Part III: Grievance Procedures for Public Housing Residents. This part outlines the requirements and procedures for handling grievances for public housing residents.

Note that this chapter is not the PHA's grievance procedure. The grievance procedure is a document separate from the ACOP. This chapter of the ACOP provides the policies that drive the grievance procedure. A sample grievance procedure is provided as Exhibit 14-1. However, please note that the procedure provided is only a sample and is designed to match up with the default policies in the model ACOP. As such, the PHA would need to modify accordingly should any alternative policy decisions be adopted.

PART I: INFORMAL HEARINGS FOR PUBLIC HOUSING APPLICANTS

14-I.A. OVERVIEW

When the PHA makes a decision that has a negative impact on an applicant family, the family is often entitled to appeal the decision. For applicants, the appeal takes the form of an informal hearing. HUD regulations do not provide a structure for or requirements regarding informal hearings for applicants (except with regard to citizenship status, to be covered in Part II). This part discusses the PHA policies necessary to respond to applicant appeals through the informal hearing process.

14-I.B. INFORMAL HEARING PROCESS [24 CFR 960.208(a) and PH Occ GB, p. 58]

Informal hearings are provided for public housing applicants. An applicant is someone who has applied for admission to the public housing program but is not yet a tenant in the program. Informal hearings are intended to provide a means for an applicant to dispute a determination of ineligibility for admission to a project [24 CFR 960.208(a)]. Applicants to public housing are not entitled to the same hearing process afforded tenants under the PHA grievance procedures [24 CFR 966.53(a) and PH Occ GB, p. 58].

Informal hearings provide applicants the opportunity to review the reasons for denial of admission and to present evidence to refute the grounds for denial.

Use of Informal Hearing Process

While the PHA must offer the opportunity of an informal hearing to applicants who have been determined as ineligible for admission, the PHA could make the informal hearing process available to applicants who wish to dispute other PHA actions that adversely affect them.

PHA Policy

The PHA will only offer informal hearings to any resident regarding any dispute they may have with respect to PHA action or failure to act in accordance with the resident's lease or PHA regulations which adversely affect the individual resident's right, duties, welfare, or status.

Notice of Denial [24 CFR 960.208(a)]

The PHA must give an applicant prompt notice of a decision denying eligibility for admission. The notice must contain a brief statement of the reasons for the PHA decision and must also state that the applicant may request an informal hearing to dispute the decision. The notice must describe how to obtain the informal hearing.

PHA Policy

As applicable, the PHA's notice of denial will include information about required or requested remote informal hearings.

When denying eligibility for admission, the PHA must provide the family a notice of VAWA rights (form HUD-5380) as well as the HUD VAWA self-certification form (form HUD-5382) in accordance with the Violence against Women Act, and as outlined in 16-VII.C. The notice and self-certification form must accompany the written notification of the denial of eligibility determination.

Prior to notification of denial based on information obtained from criminal or sex offender registration records, the family, in some cases, must be given the opportunity to dispute the information in those records which would be the basis of the denial. See Section 3-III.G for details concerning this requirement.

Scheduling an Informal Hearing

PHA Policy

A request for an informal hearing must be made in writing and delivered to the PHA either in person or by first class mail, by the close of the business day, no later than 10 business days from the date of the PHA's notification of denial of admission.

The PHA will schedule and send written notice of the informal hearing within 10 business days of the family's request.

If the PHA informal hearing will be conducted remotely, at the time the notice is sent to the family, the family will be informed:

Regarding the processes involved in a remote informal hearing;

That the PHA will provide technical assistance prior to and during the informal hearing, if needed; and

That if the family or any individual witness has any technological, resource, or accessibility barriers preventing them from fully accessing the remote informal hearing, the family may inform the PHA and the PHA will assist the family in either resolving the issues or allow the family to participate in an in-person informal hearing, as appropriate.

Conducting an Informal Hearing [PH Occ GB, p. 58]

PHA Policy

The informal hearing will be conducted by a person other than the one who made or approved the decision under review, or a subordinate of this person.

The applicant will be provided an opportunity to present written or oral objections to the decision of the PHA.

The person conducting the informal hearing will make a recommendation to the PHA, but the PHA is responsible for making the final decision as to whether admission should be granted or denied.

Remote Informal Hearings [Notice PIH 2020-32]

There is no requirement that informal hearings be conducted in-person, and as such, HUD allows PHAs to conduct all or a portion of their informal hearings remotely either over the phone, via video conferencing, or through other virtual platforms. If the PHA chooses to conduct remote informal hearings, applicants may still request an in-person informal hearing, as applicable.

PHA Policy

The PHA has the sole discretion to require that informal hearings be conducted remotely in case of local, state, or national physical distancing orders, and in cases of inclement weather or natural disaster.

In addition, the PHA will conduct an informal hearing remotely upon request of the applicant as a reasonable accommodation for a person with a disability, if an applicant does not have child care or transportation that would enable them to attend the informal hearing, or if the applicant believes an in-person informal hearing would create an undue health risk. The PHA will consider other reasonable requests for a remote informal hearing on a case-by-case basis.

Ensuring Accessibility for Persons with Disabilities and LEP Individuals

As with in-person informal hearings, the platform for conducting remote informal hearings must be accessible to persons with disabilities and the informal hearing must be conducted in accordance with Section 504 and accessibility requirements. This includes ensuring any information, websites, emails, digital notifications, and other virtual platforms are accessible for persons with vision, hearing, and other disabilities. Further, providing effective communication in a digital context may require the use of individualized auxiliary aids or services, such as audio description, captioning, sign language and other types of interpreters, keyboard accessibility, accessible documents, screen reader support, and transcripts. Auxiliary aids or services must be provided in accessible formats, in a timely manner, and in such a way to protect the privacy and independence of the individual. PHAs may never request or require that individuals with disabilities provide their own auxiliary aids or services, including for remote informal hearings.

If no method of conducting a remote informal hearing is available that appropriately accommodates an individual's disability, the PHA may not hold against the individual their inability to participate in the remote informal review, and the PHA should consider whether postponing the remote informal hearing to a later date is appropriate or whether there is a suitable alternative.

Due to the individualized nature of disability, the appropriate auxiliary aid or service necessary, or reasonable accommodation, will depend on the specific circumstances and requirements.

As with in-person hearings, Limited English Proficiency (LEP) requirements also apply to remote informal hearings, including the use of interpretation services and document translation. See Chapter 2 for a more thorough discussion of accessibility and LEP requirements, all of which apply in the context of remote informal hearings.

Conducting Remote Informal Hearings [Notice PIH 2020-32]

The PHA must ensure that the lack of technology or inability to use technology for remote informal hearings does not pose a disadvantage to families that may not be apparent to the PHA. The PHA should determine through a survey or other means if these barriers exist prior to conducting the remote informal hearing and, if the family does not have the proper technology to fully participate, either postpone the informal hearing or provide an alternative means of access.

As with in-person informal hearings, the PHA must provide all materials presented, whether paper or electronic, to the family prior to the remote informal hearing. The family must also be provided with an accessible means by which to transmit their own evidence.

The PHA must ensure that the applicant has the right to hear and be heard. All PHA policies and processes for remote informal hearings will be conducted in accordance with due process requirements and will be in compliance with HUD regulations at 24 CFR 966.56 and the guidance for conducting remote hearings specified in Notice PIH 2020-32.

PHA Policy

The PHA will conduct remote informal hearings via a video conferencing platform, when available. If, after attempting to resolve any barriers, applicants are unable to adequately access the video conferencing platform at any point, or upon applicant request, the informal hearing will be conducted by telephone conferencing call-in. If the family is unable to adequately access the telephone conferencing call-in at any point, the remote informal hearing will be postponed, and an in-person alternative will be provided promptly within a reasonable time.

At least five business days prior to scheduling the remote hearing, the PHA will provide the family with login information and/or conferencing call-in information and an electronic copy of all materials being presented via first class mail and/or email. The notice will advise the family of technological requirements for the hearing and request the family notify the PHA of any known barriers. The PHA will resolve any barriers using the guidance in Section 6 of Notice PIH 2020-32, including offering the family the opportunity to attend an in-person hearing.

If the informal hearing is to be conducted remotely, the PHA will require the family to provide any documents directly relevant to the informal hearing at least 24 hours before the scheduled hearing through the mail, via email, or text. The PHA will scan and email copies of these documents to the PHA representative and to the person conducting the informal hearing the same day.

Documents will be shared electronically whenever possible.

The PHA will follow up the email with a phone call and/or email to the applicant at least one business day prior to the remote informal hearing to ensure that the applicant received all information and is comfortable accessing the video conferencing or call-in platform.

The PHA will ensure that all electronic information stored or transmitted with respect to the informal hearing is secure, including protecting personally identifiable information (PII), and meets the requirements for accessibility for persons with disabilities and persons with LEP.

Informal Hearing Decision [PH Occ GB, p. 58]

PHA Policy

The PHA will notify the applicant of the PHA's final decision, including a brief statement of the reasons for the final decision.

In rendering a decision, the PHA will evaluate the following matters:

Whether or not the grounds for denial were stated factually in the notice

The validity of grounds for denial of admission. If the grounds for denial are not specified in the regulations or in PHA policy, then the decision to deny assistance will be overturned. See Chapter 3 for a detailed discussion of the grounds for applicant denial.

The validity of the evidence. The PHA will evaluate whether the facts presented prove the grounds for denial of admission. If the facts prove that there are grounds for denial, and the denial is required by HUD, the PHA will uphold the decision to deny admission.

If the facts prove the grounds for denial, and the denial is discretionary, the PHA will consider the recommendation of the person conducting the informal hearing in making the final decision whether to deny admission.

The PHA will notify the applicant of the final decision, including a statement explaining the reason(s) for the decision. The notice will be mailed, with return receipt requested, within 10 business days of the informal hearing, to the applicant and their representative, if any.

If the informal hearing decision overturns the denial, processing for admission will resume.

If the family fails to appear for their informal hearing, the denial of admission will stand and the family will be so notified.

Reasonable Accommodation for Persons with Disabilities [24 CFR 966.7]

Persons with disabilities may request reasonable accommodations to participate in the informal hearing process and the PHA must consider such accommodations. The PHA must also consider reasonable accommodation requests pertaining to the reasons for denial if related to the person's disability. See Chapter 2 for more detail pertaining to reasonable accommodation requests.

PART II: INFORMAL HEARINGS WITH REGARD TO NONCITIZENS

14-II.A. HEARING AND APPEAL PROVISIONS FOR NONCITIZENS [24 CFR 5.514]

Denial or termination of assistance based on immigration status is subject to special hearing and notice rules. These special hearings are referred to in the regulations as informal hearings, but the requirements for such hearings are different from the informal hearings used to deny applicants for reasons other than immigration status.

Assistance to a family may not be delayed, denied, or terminated on the basis of immigration status at any time prior to a decision under the United States Citizenship and Immigration Services (USCIS) appeal process. Assistance to a family may not be terminated or denied while the PHA hearing is pending, but assistance to an applicant may be delayed pending the completion of the informal hearing.

A decision against a family member, issued in accordance with the USCIS appeal process or the PHA informal hearing process, does not preclude the family from exercising the right, that may otherwise be available, to seek redress directly through judicial procedures.

Notice of Denial or Termination of Assistance [24 CFR 5.514(d)]

As discussed in Chapters 3 and 13, the notice of denial or termination of assistance for noncitizens must advise the family of any of the following that apply:

- That financial assistance will be denied or terminated and provide a brief explanation of the reasons for the proposed denial or termination of assistance.
- The family may be eligible for proration of assistance.
- In the case of a tenant, the criteria and procedures for obtaining relief under the provisions for preservation of families [24 CFR 5.514 and 5.518].
- That the family has a right to request an appeal to the USCIS of the results of secondary verification of immigration status and to submit additional documentation or explanation in support of the appeal.
- That the family has a right to request an informal hearing with the PHA either upon completion of the USCIS appeal or in lieu of the USCIS appeal.
- For applicants, assistance may not be delayed until the conclusion of the USCIS appeal process, but assistance may be delayed during the period of the informal hearing process.

United States Citizenship and Immigration Services Appeal Process [24 CFR 5.514(e)]

When the PHA receives notification that the USCIS secondary verification failed to confirm eligible immigration status, the PHA must notify the family of the results of the USCIS verification. The family will have 30 days from the date of the notification to request an appeal of the USCIS results. The request for appeal must be made by the family in writing directly to the USCIS. The family must provide the PHA with a copy of the written request for appeal and proof of mailing.

PHA Policy

The PHA will notify the family in writing of the results of the USCIS secondary verification within 10 business days of receiving the results.

The family must provide the PHA with a copy of the written request for appeal and proof of mailing within 10 business days of sending the request to the USCIS.

The family must forward to the designated USCIS office any additional documentation or written explanation in support of the appeal. This material must include a copy of the USCIS document verification request (used to process the secondary request) or such other form specified by the USCIS, and a letter indicating that the family is requesting an appeal of the USCIS immigration status verification results.

The USCIS will notify the family, with a copy to the PHA, of its decision. When the USCIS notifies the PHA of the decision, the PHA must notify the family of its right to request an informal hearing.

PHA Policy

The PHA will send written notice to the family of its right to request an informal hearing within 10 business days of receiving notice of the USCIS decision regarding the family's immigration status.

Informal Hearing Procedures for Applicants [24 CFR 5.514(f)]

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, an applicant family may request that the PHA provide a hearing. The request for a hearing must be made either within 30 days of receipt of the PHA notice of denial, or within 30 days of receipt of the USCIS appeal decision.

The informal hearing procedures for applicant families are described below.

Informal Hearing Officer

The PHA must provide an informal hearing before an impartial individual, other than a person who made or approved the decision under review, and other than a person who is a subordinate of the person who made or approved the decision.

Evidence

The family must be provided the opportunity to examine and copy at the family's expense, at a reasonable time in advance of the hearing, any documents in the possession of the PHA pertaining to the family's eligibility status, or in the possession of the USCIS (as permitted by USCIS requirements), including any records and regulations that may be relevant to the hearing.

PHA Policy

The family will be allowed to copy any documents related to the hearing at a cost of \$.25 per page. The family must request discovery of PHA documents no later than 12:00 p.m. on the business day prior to the hearing.

The family must be provided the opportunity to present evidence and arguments in support of eligible status. Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

The family must also be provided the opportunity to refute evidence relied upon by the PHA, and to confront and cross-examine all witnesses on whose testimony or information the PHA relies.

Representation and Interpretive Services

The family is entitled to be represented by an attorney or other designee, at the family's expense, and to have such person make statements on the family's behalf.

The family is entitled to request an interpreter. The PHA is obligated to provide a competent interpreter, free of charge, upon request. The family may also or instead provide its own interpreter, at the expense of the family.

Recording of the Hearing

The family is entitled to have the hearing recorded by audiotape. The PHA may, but is not required to, provide a transcript of the hearing.

PHA Policy

The PHA will not provide a transcript of an audio taped informal hearing.

Hearing Decision

The PHA must provide the family with a written notice of the final decision, based solely on the facts presented at the hearing, within 14 calendar days of the date of the informal hearing. The notice must state the basis for the decision.

Retention of Documents [24 CFR 5.514(h)]

The PHA must retain for a minimum of 5 years the following documents that may have been submitted to the PHA by the family, or provided to the PHA as part of the USCIS appeal or the PHA informal hearing process:

- The application for assistance
- The form completed by the family for income reexamination
- Photocopies of any original documents, including original USCIS documents
- The signed verification consent form
- The USCIS verification results
- The request for a USCIS appeal
- The final USCIS determination
- The request for an informal hearing
- The final informal hearing decision

Informal Hearing Procedures for Residents [24 CFR 5.514(f)]

After notification of the USCIS decision on appeal, or in lieu of an appeal to the USCIS, a resident family may request that the PHA provide a hearing. The request for a hearing must be made either within 30 days of receipt of the PHA notice of termination, or within 30 days of receipt of the USCIS appeal decision.

The informal hearing procedures for resident families whose tenancy is being terminated based on immigration status is the same as for any grievance under the grievance procedures for resident families found in Part III below.

PART III: GRIEVANCE PROCEDURES FOR PUBLIC HOUSING RESIDENTS

14-III.A. REQUIREMENTS [24 CFR 966.52]

PHAs must have a grievance procedure in place through which residents of public housing are provided an opportunity to grieve any PHA action or failure to act involving the lease or PHA policies which adversely affect their rights, duties, welfare, or status. The PHA must not only meet the minimal procedural due process requirements provided under the regulations but must also meet any additional requirements imposed by local, state or federal law.

The PHA grievance procedure must be included in, or incorporated by reference in, the lease.

PHA Policy

The PHA grievance procedure will be incorporated by reference in the tenant lease.

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

PHA Policy

Residents and resident organizations will have 30 calendar days from the date they are notified by the PHA of any proposed changes in the PHA grievance procedure, to submit written comments to the PHA.

The PHA must furnish a copy of the grievance procedure to each tenant and to resident organizations.

14-III.B. DEFINITIONS [24 CFR 966.53; 24 CFR 966.51(a)(2)(i)]

There are several terms used by HUD with regard to public housing grievance procedures, which take on specific meanings different from their common usage. These terms are as follows:

- **Grievance** – 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
- **Complainant** – any tenant whose grievance is presented to the PHA or at the project management office
- **Due Process Determination** – a determination by HUD that law of the 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
- **Expedited Grievance** – a procedure established by the PHA for any grievance or termination that involves:
 - Any criminal activity that threatens the health, safety, or right to peaceful enjoyment or the PHA’s public housing premises by other residents or employees of the PHA; or
 - Any drug-related criminal activity on or off the premises
- **Elements of Due Process** – an eviction action or a termination of tenancy in a state or local court in which the following procedural safeguards are required:
 - Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction
 - Right of the tenant to be represented by counsel
 - 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
 - A decision on the merits
- **Hearing Officer** – an impartial person or selected by the PHA, other than the person who made or approved the decision under review, or a subordinate of that person. The individual or individuals do not need legal training.
- **Tenant** – the adult person (or persons) (other than a live-in aide)
 - 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,
 - 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

14-III.C. APPLICABILITY [24 CFR 966.51]

Grievances could potentially address most aspects of a PHA's operation. However, there are some situations for which the grievance procedure is not applicable.

The grievance procedure is applicable only to individual tenant issues relating to the PHA. It is not applicable to disputes between tenants not involving the PHA. Class grievances are not subject to the grievance procedure and the grievance procedure is not to be used as a forum for initiating or negotiating policy changes of the PHA.

If HUD has issued a due process determination, a PHA may exclude from the PHA grievance procedure any grievance concerning a termination of tenancy or eviction that involves:

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

In states without due process determinations, PHAs must grant opportunity for grievance hearings for all lease terminations, regardless of cause, with the following exception: PHAs may use expedited grievance procedures for the excluded categories listed above. These expedited grievance procedures are described in Section 14-III.E. below.

If HUD has issued a due process determination, the PHA may evict through the state/local judicial eviction procedures. In this case, the PHA is not required to provide the opportunity for a hearing under the PHA's grievance procedure as described above.

PHA Policy

The PHA is located in a HUD-declared due process state. Therefore, the PHA will not offer grievance hearings for lease terminations involving criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the PHA, for violent or drug-related criminal activity on or off the premises, or for any criminal activity that resulted in felony conviction of a household member.

See Chapter 13 for related policies on the content of termination notices.

14-III.D. INFORMAL SETTLEMENT OF GRIEVANCE [24 CFR 966.54]

HUD regulations state that any grievance must be personally presented, either orally or in writing, to the PHA office or to the office of the housing development in which the complainant resides so that the grievance may be discussed informally and settled without a hearing.

PHA Policy

The PHA will accept requests for an informal settlement of a grievance either orally or in writing (including emailed requests), to the PHA office within 10 business days of the grievable event. Within 10 business days of receipt of the request the PHA will arrange a meeting with the tenant at a mutually agreeable time and confirm such meeting in writing to the tenant. The informal settlement may be conducted remotely as required by the PHA or may be conducted remotely upon consideration of the request of the tenant. See 14-III.G for information on how and under what circumstances remote informal settlements may be conducted.

If a tenant fails to attend the scheduled meeting without prior notice, the PHA will reschedule the appointment only if the tenant can show good cause for failing to appear, or if it is needed as a reasonable accommodation for a person with disabilities.

Good cause is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family.

HUD regulations require that a summary of such discussion will be prepared within a reasonable time and one copy will be given to the tenant and one retained in the PHA's tenant file.

The summary must specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and will specify the procedures by which a hearing may be obtained if the complainant is not satisfied.

PHA Policy

The PHA will prepare a summary of the informal settlement within five business days; one copy to be given to the tenant and one copy to be retained in the PHA's tenant file.

For PHAs who have the option to establish an expedited grievance procedure, and who exercise this option, the informal settlement of grievances is not applicable to those grievances for which the expedited grievance procedure applies.

14-III.E. PROCEDURES TO OBTAIN A HEARING

Requests for Hearing and Failure to Request

PHA Policy

The resident must submit a written request (including emailed requests) for a grievance hearing to the PHA within five business days of the tenant's receipt of the summary of the informal settlement.

If the complainant does not request a hearing, the PHA's disposition of the grievance under the informal settlement process will become final. However, failure to request a hearing does not constitute a waiver by the complainant of the right to contest the PHA's action in disposing of the complaint in an appropriate judicial proceeding.

Scheduling of Hearings [24 CFR 966.56(a)]

If the complainant has complied with all requirements for requesting a hearing as described above, a hearing must be scheduled by the hearing officer promptly for a time and place reasonably convenient to both the complainant and the PHA. A written notification specifying the time, place and the procedures governing the hearing must be delivered to the complainant and the appropriate PHA official.

PHA Policy

Within 10 business days of receiving a written request for a hearing, the hearing officer will schedule and send written notice of the hearing to both the complainant and the PHA.

If the PHA hearing will be conducted remotely, at the time the notice is sent to the family, the family will be notified:

Regarding the processes involved in a remote grievance hearing;

That the PHA will provide technical assistance prior to and during the hearing, if needed; and

That if the family or any individual witness has any technological, resource, or accessibility barriers, the family may inform the PHA and the PHA will assist the family in either resolving the issue or allow the family to participate in an in-person hearing, as appropriate.

The PHA may wish to permit the tenant to request to reschedule a hearing for good cause.

PHA Policy

The tenant may request to reschedule a hearing for good cause, or if it is needed as a reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the family. Requests to reschedule a hearing must be made orally or in writing prior to the hearing date. At its discretion, the PHA may request documentation of the "good cause" prior to rescheduling the hearing.

Expedited Grievance Procedure [24 CFR 966.52(a)]

The PHA may establish an expedited grievance procedure for any grievance concerning a termination of tenancy or eviction that involves:

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

In such expedited grievances, the informal settlement of grievances as discussed in 14-III.D is not applicable.

The PHA may adopt special procedures concerning expedited hearings, including provisions for expedited notice or scheduling, or provisions for expedited decision on the grievance.

PHA Policy

The PHA will not offer expedited grievance procedures.

14-III.F. SELECTION OF HEARING OFFICER [24 CFR 966.53(e)]

The grievance hearing must be conducted by an impartial person or persons appointed by the PHA, other than the person who made or approved the PHA action under review, or a subordinate of such person. The PHA must describe their policies for selection of a hearing officer in their lease.

PHA Policy

PHA grievance hearings will be conducted by a single hearing officer and not a panel.

The PHA will appoint a staff member who was not involved in the decision under appeal. If a designated staff member (such as the program manager) was involved in the decision, or is a subordinate of such person, an alternate hearing officer will be selected.

The PHA may select designated staff members who were not involved in the decision under appeal in certain circumstances, such as appeals involving discrimination claims or denials of requests for reasonable accommodations.

PHAs must describe their policies for selection of a hearing officer in their lease forms. Changes to the public housing lease are subject to a 30-day comment period [24 CFR 966.4].

14-III.G. REMOTE HEARINGS [Notice PIH 2020-32]

There is no requirement that grievance hearings be conducted in-person, and as such, HUD allows PHAs to conduct all or a portion of their grievance hearings remotely either over the phone, via video conferencing, or through other virtual platforms. If the PHA chooses to conduct remote grievance hearings, applicants may still request an in-person hearing, as applicable.

PHA Policy

The PHA has the sole discretion to require that hearings be conducted remotely in case of local, state, or national physical distancing orders, and in cases of inclement weather or natural disaster.

In addition, the PHA will conduct a hearing remotely upon request as a reasonable accommodation for a person with a disability, if a tenant does not have child care or transportation that would enable them to attend the hearing, or if the tenant believes an in-person hearing would create an undue health risk. The PHA will consider other reasonable requests for a remote hearing on a case-by-case basis.

Discovery of Documents Before the Remote Hearing

PHA Policy

If the hearing will be conducted remotely, the PHA will compile a hearing packet, consisting of all documents the PHA intends to produce at the hearing. The PHA will mail copies of the hearing packet to the tenant, the tenant's representatives, if any, and the hearing officer at least three days before the scheduled remote hearing. The original hearing packet will be in the possession of the PHA representative and retained by the PHA.

If the hearing is to be conducted remotely, the PHA will require the resident to provide any documents directly relevant to the hearing at least 24 hours before the scheduled hearing through the mail, via email, or text. The PHA will scan and email copies of these documents to the hearing officer and the PHA representative the same day they are received.

Documents will be shared electronically whenever possible.

Ensuring Accessibility for Persons with Disabilities and LEP Individuals

As with in-person grievance hearings, the platform for conducting remote grievance hearings must be accessible to persons with disabilities and the grievance hearings must be conducted in accordance with Section 504 and accessibility requirements. This includes ensuring any information, websites, emails, digital notifications, and other virtual platforms are accessible for persons with vision, hearing, and other disabilities. Further, providing effective communication in a digital context may require the use of individualized auxiliary aids or services, such as audio description, captioning, sign language and other types of interpreters, keyboard accessibility, accessible documents, screen reader support, and transcripts. Auxiliary aids or services must be provided in accessible formats, in a timely manner, and in such a way to protect the privacy and independence of the individual. PHAs may never request or require that individuals with disabilities provide their own auxiliary aids or services, including for remote grievance hearings.

If no method of conducting a remote grievance hearing is available that appropriately accommodates an individual's disability, the PHA may not hold against the individual their inability to participate in the remote grievance hearing, and the PHA should consider whether postponing the remote hearing to a later date is appropriate or whether there is a suitable alternative.

Due to the individualized nature of disability, the appropriate auxiliary aid or service necessary, or reasonable accommodation will depend on the specific circumstances and requirements.

As with in-person reviews, Limited English Proficiency (LEP) requirements also apply to remote grievance hearings, including the use of interpretation services and document translation. See Chapter 2 for a more thorough discussion of accessibility and LEP requirements, all of which apply in the context of remote grievance hearings.

Conducting Hearings Remotely

The PHA must ensure that the lack of technology or inability to use technology for remote grievance hearings does not pose a disadvantage to families that may not be apparent to the PHA. The PHA should determine through a survey or other means if these barriers exist prior to conducting the remote grievance hearing and, if the family does not have the proper technology to fully participate, either postpone the hearing or provide an alternative means of access.

As with in-person grievance hearings, the PHA must provide all materials presented, whether paper or electronic, to the family prior to the remote grievance hearing. The family must also be provided with an accessible means by which to transmit their own evidence.

The PHA's essential responsibility is to ensure grievance hearings meet the requirements of due process and comply with HUD regulations. Therefore, all PHA policies and processes for remote grievance hearings will be conducted in accordance with due process requirements and will be in compliance with HUD regulations at 24 CFR 966.56 and the guidance for conducting remote hearings specified in Notice PIH 2020-32.

PHA Policy

The PHA will conduct remote grievance hearings via a video conferencing platform, when available. If, after attempting to resolve any barriers, participants are unable to adequately access the video conferencing platform at any point, or upon request, the grievance hearing will be conducted by telephone conferencing call-in. If the family is unable to adequately access the telephone conferencing call-in at any point, the remote grievance hearing will be postponed, and an in-person alternative will be provided promptly within a reasonable time.

At least five business days prior to scheduling the remote hearing, the PHA will provide the family with login information and/or conferencing call-in information and an electronic copy of all materials being presented via first class mail and/or email. The notice will advise the family of technological requirements for the hearing and request the family notify the PHA of any known barriers. The PHA will resolve any barriers using the guidance in Section 6 of Notice PIH 2020-32, including offering the family the opportunity to attend an in-person hearing.

The PHA will follow up with a phone call and/or email to the family at least one business day prior to the remote grievance hearing to ensure that the family received all information and is comfortable accessing the video conferencing or call-in platform.

The PHA will ensure that all electronic information stored or transmitted with respect to the grievance hearing is secure, including protecting personally identifiable information (PII), and meets the requirements for accessibility for persons with disabilities and persons with LEP.

14-III.H. PROCEDURES GOVERNING THE HEARING [24 CFR 966.56]

Rights of Complainant [24 CFR 966.56(b)]

The complainant will be afforded a fair hearing. This includes:

- The opportunity to examine before the grievance hearing any PHA documents, including records and regulations that are directly relevant to the hearing. The tenant must 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.

PHA Policy

The tenant will be allowed to copy any documents related to the hearing at \$0.25 per page. There will be no charge for documents emailed by the PHA. The family must request discovery of PHA documents no later than 12:00 p.m. on the business day prior to the hearing.

- The right to be represented by counsel or other person chosen to represent the tenant, and to have such person make statements on the tenant's behalf.

PHA Policy

Hearings may be attended by the following applicable persons:

The PHA representatives and any witnesses for the PHA

The tenant and any witnesses for the tenant

The tenant's counsel or other representative

Any other person approved by the PHA as a reasonable accommodation for a person with a disability

- The right to a private hearing unless the complainant requests a public hearing.
- 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.
- A decision based solely and exclusively upon the facts presented at the hearing.

Failure to Appear [24 CFR 966.56(c)]

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 five business days or may make a determination that the party has waived their right to a hearing. Both the complainant and the PHA must be notified of the determination by the hearing officer: Provided, That a determination that the complainant has waived their 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.

There may be times when a complainant does not appear due to unforeseen circumstances which are out of their control and are no fault of their own.

PHA Policy

If the tenant does not appear at the scheduled time of the hearing, the hearing officer will wait up to 30 minutes. If the tenant appears within 30 minutes of the scheduled time, the hearing will be held. If the tenant does not arrive within 30 minutes of the scheduled time, they will be considered to have failed to appear.

If the tenant fails to appear and was unable to reschedule the hearing in advance, the tenant must contact the PHA within 24 hours of the scheduled hearing date, excluding weekends and holidays. The hearing officer will reschedule the hearing only if the tenant can show good cause for the failure to appear, or it is needed as a reasonable accommodation for a person with disabilities.

“Good cause” is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the family.

General Procedures [24 CFR 966.56(d), (e)]

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 [24 CFR 966.56(d)].

The hearing is conducted informally by the hearing officer. The PHA and the tenant must be given the opportunity to present oral or documentary evidence pertinent to the facts and issues raised by the complaint, and to question any witnesses.

PHA Policy

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

Oral evidence: the testimony of witnesses

Documentary evidence: a writing which is relevant to the case, for example, a letter written to the PHA. Writings include all forms of recorded communication or representation, including letters, emails, words, pictures, sounds, videotapes or symbols or combinations thereof.

Demonstrative evidence: Evidence created specifically for the hearing and presented as an illustrative aid to assist the hearing officer, such as a model, a chart or other diagram.

Real evidence: A tangible item relating directly to the case.

Hearsay Evidence is evidence based not on a witness' personal knowledge. In and of itself, hearsay evidence carries no weight when making a finding of fact. The hearing officer may include hearsay evidence when considering their decision if it is corroborated by other evidence. Even though hearsay evidence is generally admissible in a hearing, the hearing officer will not base a hearing decision on hearsay alone unless there is clear probative value and credibility of the evidence, and the party seeking the change has met the burden of proof.

If the PHA fails to comply with the discovery requirements (providing the tenant with the opportunity to examine PHA documents prior to the grievance hearing), the hearing officer will refuse to admit such evidence.

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

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 [24 CFR 966.56(e)].

PHA Policy

If the complainant would like the PHA to record the proceedings by audiotape, the request must be made to the PHA by 12:00 p.m. on the business day prior to the hearing.

The PHA will consider that an audio tape recording of the proceedings is a transcript.

Accommodations of Persons with Disabilities [24 CFR 966.56(f)]

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.

If the tenant is visually impaired, any notice to the tenant which is required in the grievance process must be in an accessible format.

See Chapter 2 for a thorough discussion of the PHA's responsibilities pertaining to reasonable accommodation.

Limited English Proficiency (24 CFR 966.56(g))

The PHA must comply with HUD's LEP Final Rule in providing language services throughout the grievance process.

14-III.I. DECISION OF THE HEARING OFFICER [24 CFR 966.57]

The hearing officer must issue a written decision, stating the reasons for the decision, within a reasonable time after the hearing. Factual determinations relating to the individual circumstances of the family must be based on a preponderance of evidence presented at 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. A log of all hearing officer decisions must also be maintained by the PHA and made available for inspection by a prospective complainant, their representative, or the hearing officer [24 CFR 966.57(a)].

PHA Policy

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

PHA Notice to the Family: The hearing officer will determine if the reasons for the PHA's decision are factually stated in the notice.

Discovery: The hearing officer will determine if the family was given the opportunity to examine any relevant documents in accordance with PHA policy.

PHA Evidence to Support the PHA Decision: The evidence consists of the facts presented. Evidence is not conclusion and it is not argument. The hearing officer will evaluate the facts to determine if they support the PHA's conclusion.

Validity of Grounds for Termination of Tenancy (when applicable): The hearing officer will determine if the termination of tenancy is for one of the grounds specified in the HUD regulations and PHA policies. If the grounds for termination are not specified in the regulations or in compliance with PHA policies, then the decision of the PHA will be overturned.

The hearing officer will issue a written decision to the family and the PHA no later than 10 business days after the hearing. The report will contain the following information:

Hearing information:

Name of the complainant

Date, time and place of the hearing

Name of the hearing officer

Name of the PHA representatives

Name of family representative (if any)

Names of witnesses (if any)

Background: A brief, impartial statement of the reason for the hearing and the date(s) on which the informal settlement was held, who held it, and a summary of the results of the informal settlement. Also includes the date the complainant requested the grievance hearing.

Summary of the Evidence: The hearing officer will summarize the testimony of each witness and identify any documents that a witness produced in support of their testimony and that are admitted into evidence.

Findings of Fact: The hearing officer will include all findings of fact, based on a preponderance of the evidence. *Preponderance of the evidence* is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Conclusions: The hearing officer will render a conclusion derived from the facts that were found to be true by a preponderance of the evidence. The conclusion will result in a determination of whether these facts uphold the PHA's decision.

Order: The hearing report will include a statement of whether the PHA's decision is upheld or overturned. If it is overturned, the hearing officer will instruct the PHA to change the decision in accordance with the hearing officer's determination. In the case of termination of tenancy, the hearing officer will instruct the PHA to restore the family's status.

Procedures for Further Hearing

PHA Policy

The hearing officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision. If the family misses an appointment or deadline ordered by the hearing officer, the action of the PHA will take effect and another hearing will not be granted.

Final Decision [24 CFR 966.57(b)]

The decision of the hearing officer is binding on the PHA which must take the action, or refrain from taking the action cited in the decision unless the PHA Board of Commissioners determines within a reasonable time, and notifies the complainant that:

- The grievance does not concern PHA action or failure to act in accordance with or involving the complainant's lease on PHA policies which adversely affect the complainant's rights, duties, welfare, or status; or
- The decision of the hearing officer is contrary to federal, state, or local law, HUD regulations or requirements of the annual contributions contract between HUD and the PHA

PHA Policy

When the PHA considers the decision of the hearing officer to be invalid due to the reasons stated above, it will present the matter to the PHA Board of Commissioners within 10 business days of the date of the hearing officer's decision. The Board has 30 calendar days to consider the decision. If the Board decides to reverse the hearing officer's decision, it must notify the complainant within 10 business days of this decision.

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 must not constitute a waiver of any rights, nor effect in any manner whatever, any rights the complainant may have to a subsequent trial or judicial review in court [24 CFR 966.57(c)].

EXHIBIT 14-1: GRIEVANCE PROCEDURE

The sample procedure provided below is a sample only and is designed to match up with the default policies in the model ACOP. If your PHA has made further policy decisions after NMA has provided you with this chapter, you would need Definitions applicable to the grievance procedure [24 CFR 966.53].

I. Introduction

Public housing tenants have the right to request a grievance hearing for any PHA action or failure to act in accordance with the tenant's lease.

Grievance procedures do not apply in the following circumstances:

- A. Disputes between tenants not involving the PHA or class grievances [24 CFR 966.51(b)].
- B. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of tenants and the PHA's Board of Commissioners [24 CFR 966.51(b)].
- C. When the PHA is in a HUD-declared due process state, HUD allows the PHA to exclude from the PHA grievance procedure any grievance concerning a termination of tenancy or eviction that involves:
 - i. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the PHA;
 - ii. Any violent or drug-related criminal activity on or off such premises; or
 - iii. Any criminal activity that resulted in felony conviction of a household member [24 CFR 966.51(a)(2)].

II. Definitions [24 CFR 966.53]

- A. **Grievance:** Any dispute a tenant may have with respect to PHA action or failure to act in accordance with the individual tenant's lease or PHA regulations that adversely affects the individual tenant's rights, duties, welfare, or status.
- B. **Complainant:** Any tenant (as defined below) whose grievance is presented to the PHA or at the project management office in accordance with the requirements presented in this procedure.
- C. **Elements of due process:** An eviction action or a termination of tenancy in a state or local court in which the following procedural safeguards are required:
 - i. Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction
 - ii. Right of the tenant to be represented by counsel
 - iii. 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 that the tenant may have
 - iv. A decision on the merits of the case
- D. **Hearing officer:** 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 individuals do not need legal training.
- E. **Tenant:** The adult person (or persons other than a live-in aide) 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, the person who resides in the unit and is the remaining head of the household of the tenant family residing in the dwelling unit.
- F. **Resident organization:** An organization of residents, which also may include a resident management corporation.

III. This grievance procedure [24 CFR 966.51]

This grievance procedure is included by reference in all tenant dwelling leases and will be furnished to each tenant and all resident organizations [24 CFR 966.52 (b) and (d)].

Any changes proposed in this grievance procedure must provide for at least 30 days' notice to tenants and resident organizations, explaining the proposed changes and providing an opportunity to present written comments. Comments will be considered by the PHA before any revisions are made to the grievance procedure [24 CFR 966.52(c)].

IV. Informal settlement of a grievance [24 CFR 966.54]

Any grievance request must be personally presented, either orally or in writing (including email), to the PHA's central office or the management office of the development in which the tenant resides within 10 days after the violation.

As soon as the grievance request is received, it will be reviewed by the PHA to ensure it meets the requirements for a grievance hearing. If the tenant is not entitled to a grievance, the PHA will notify the tenant that they may instead seek judicial review and the procedures for requesting such a review [24 CFR 966.4(1)(3)(i)(C)(v)(B)].

Otherwise, within 10 business days, the tenant will be contacted to arrange a mutually convenient time to meet so the grievance may be discussed and settled without a hearing. At the informal settlement, the tenant will present their grievance.

Within five business days following the informal settlement, the PHA will prepare and either hand deliver, mail, or email to the tenant a summary of the discussion. The summary will specify the names of the participants; the date of the meeting; the nature of the proposed resolution of the complaint, with specific reason(s); and will specify the procedures by which a formal hearing under this procedure may be obtained if the tenant is not satisfied [24 CFR 966.54]. A copy of this summary will also be placed in the tenant's file.

V. Requesting a formal grievance hearing

If the tenant is not satisfied with the outcome of the informal settlement, the tenant must submit a written request for a hearing to the management office of the development where the tenant lives no later than five business days after receiving the summary of the informal settlement.

The written request must specify the reasons for the request and the action or relief sought from the PHA.

VI. Selecting the hearing officer

A grievance hearing will be conducted by an impartial person appointed by the PHA as described below:

- A. The hearing officer will be appointed directly by the executive director.
- B. The hearing officer will be someone who did not make or approve the decision under review and who is not a subordinate of such persons [24 CFR 066.54(e)].
- C. The PHA's method for selecting a hearing officer will be included in the lease [24 CFR 966.54(e)].

VII. Scheduling hearings [24 CFR 966.56(a)]

When a tenant submits a timely request for a grievance hearing, the PHA will immediately appoint an impartial hearing officer.

Once the hearing has been scheduled, the tenant will receive written notice of the hearing, sent by mail or email, return receipt requested.

Within 10 days of receiving the written request, the hearing will be scheduled. The tenant, PHA, and hearing officer will be notified in writing of the date, time and location of the hearing. If the hearing will be held remotely, the PHA will also include information on the remote hearing process.

The tenant may request to reschedule a hearing once. Should the tenant need to reschedule a second time, they may only do so for good cause, or if needed as a reasonable accommodation for a person with disabilities. *Good cause* is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the family. Requests to reschedule a hearing must be made orally or in writing at least one day prior to the hearing date.

VIII. Procedures governing the hearing [24 CFR 966.56]

The hearing will be held before a hearing officer as described above in Section VI. The tenant will be afforded a fair hearing, which will include:

- A. The opportunity to examine any PHA documents before the hearing, including records and regulations, that are directly relevant to the hearing.

The tenant must request to view and copy PHA documents relevant to the hearing by noon of the day before the hearing. The tenant is allowed to copy any such document at no cost to the tenant.

If the PHA does not make the document available for examination upon request by the tenant, the PHA may not rely on such document at the grievance hearing.

- B. The right to be represented by counsel or any other person chosen as the tenant's representative, at the tenant's expense, and to have such person make statements on the tenant's behalf.
- C. The right to a private hearing unless the tenant requests a public hearing.
- D. The right to present evidence and arguments in support of the tenant's complaint, to refute 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.
- E. A decision based solely and exclusively upon the facts presented at the hearing [24 CFR 966.56(b)].

The hearing is conducted informally by the hearing officer. The PHA and the tenant must be given the opportunity to present oral or documentary evidence that is relevant to the facts and issues raised, and to question any witnesses.

The hearing decision will be based on the preponderance of the evidence, defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

The tenant or the PHA may arrange in advance for a transcript or recording of the hearing at the expense of the party making the arrangement.

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. If the tenant is visually impaired, any notice to the tenant that is required under this procedure must be in an accessible format [24 CFR 966.56(f)].

The PHA must comply with HUD's requirements regarding limited English proficiency (LEP). The tenant has the right to request competent oral interpretation, free of charge. LEP requirements can be found at:

https://www.hud.gov/program_offices/fair_housing_equal_opp/promotingfh/lep-faq

IX. Remote Hearings

The PHA has the authority to require that hearings be conducted remotely in certain situations.

X. Failure to appear at the hearing

If the tenant does not arrive within 15 minutes of the scheduled time, it will be considered a failure to appear, which means they have given up their right to a hearing.

Both the tenant and the PHA must be notified of the determination by the hearing officer. A determination that the tenant has waived their right to a hearing will not constitute a waiver of any right the tenant may have to contest the PHA's disposition of the grievance in an appropriate judicial setting [24 CFR 966.56(c)].

XI. Decision of the hearing officer [24 CFR 966.57]

The hearing officer will prepare a written decision together with the reasons for the decision within 10 business days after the hearing. A copy of the decision will be sent to the tenant and the PHA.

The PHA will retain a copy of the decision in the tenant's file.

The hearing officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date before reaching a decision. If the family misses a deadline ordered by the hearing officer, the hearing officer will make a decision based on the evidence presented.

The decision of the hearing officer will be binding on the PHA unless the PHA's Board of Commissioners determines within a reasonable time and notifies the tenant of its determination that:

- A. The grievance does not concern PHA action or failure to act in accordance with or involving the tenant's lease or PHA regulations, which adversely affect the tenant's rights, duties, welfare, or status; or
- B. The decision of the hearing officer is contrary to applicable federal, state, or local law, HUD regulations, or requirements of the annual contributions contract (ACC) between HUD and the PHA.

When the PHA considers the decision of the hearing officer to be invalid for either of the reasons stated above, it will present the matter to the PHA Board of Commissioners within 10 business days of the date of the hearing officer's decision. The Board will have 30 calendar days to consider the decision. If the Board decides to reverse the hearing officer's decision, it must notify the tenant within 10 business days of this decision.

A decision by the hearing officer or Board of Commissioners in favor of the PHA or which denies the relief requested by the tenant, in whole or in part, will not constitute a waiver of nor affect in any way the tenant's right to a trial or judicial review in any court proceedings, which may be brought in the matter later [24 CFR 966.57].

EXHIBIT 8-1: SMOKE-FREE POLICY

In accordance with HUD regulations, the Housing Authority has adopted these smoke-free policies. The policies are effective as of Board approval date.

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

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

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

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

PHA POLICIES

Designated Smoking Areas (DSA)

The PHA has established designated smoking areas at all of its complexes. Residents using the designated smoking areas must extinguish all smoking materials and dispose of them safely in receptacles provided for that purpose.

Electronic Nicotine Delivery Systems (ENDS)

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

Use of ENDS is permitted in public housing units but is prohibited in common areas and in outdoor areas within 25 feet from housing and administrative buildings. That is, use of ENDS is prohibited in all common and outdoor areas in which smoking is prohibited.

Effective Date

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

The smoke-free policy is effective for all residents, household members, employees, guests, and service persons as of July 30, 2018.

Residents must execute a smoke-free lease addendum as part of the annual lease renewal process. All residents must have been in compliance with the smoke-free policy as of July 30, 2018.

Enforcement

The PHA must enforce smoke-free policies when a resident violates this policy. When enforcing the lease, the PHA will provide due process and allow residents to exercise their right to an informal settlement and formal hearing. The PHA will not evict a resident for a single incident of smoking in violation of this policy. As such, the PHA will implement a graduated enforcement

framework that includes escalating warnings. Prior to pursuing eviction for violation of smoke-free policies, the PHA will take specific, progressive monitoring and enforcement actions, while at the same time educating tenants and providing smoking cessation information. The lease will identify the actions that constitute a policy violation, quantify the number of documented, verified violations that warrant enforcement action, state any disciplinary actions that will be taken for persistent non-responsiveness or repeated noncompliance, and state how many instances of noncompliance will constitute a violation. Tenancy termination and eviction will be pursued only as a last resort. The PHA may terminate tenancy at any time for violations of the lease and failure to otherwise fulfill household obligations if resident behavior disturbs other residents' peaceful enjoyment and is not conducive to maintaining the property in a decent, safe, and sanitary condition. Upon issuance of a written warning from the property manager and/or a documented complaint, the PHA will increase the frequency of unit inspections for a suspected policy violator. These inspections will occur quarterly.

The PHA will provide information and resources on smoking cessations, including pamphlets and other documentation from sources such as Clermont County Health Department.

If the resident does not have any new violations for six (6) months, the resident will be considered to have a clear record, and no further enforcement action will be taken.

Example 4: Repeated violation of the smoke-free policy may rise to the level of other good cause for termination of tenancy. Six (6) documented violations will constitute termination.

Reasonable Accommodation

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

MATERIAL AND LABOR RATE SCHEDULE						
CLERMONT METROPOLITAN HOUSING AUTHORITY						
Misc. Appliance		MISCAPPLIACE				
Misc. Carpet		MISCCAROET				
Misc. Electric		MISCELECTRIC				
Misc. Grounds		MISCGROUNDS				
Misc. HVAC		MISCHVAC				
Misc. Plumbing		MISCPLUMBING				
Misc. General		MISCGENERAL				
REFRIGERATOR			MATERIALS	LABOR	HOURS	CHARGE
Clean Refrigerator						
Bad		CLEANREFBAD	\$20.00	\$50.00	2.00	\$70.00
Medium		CLEANREFMED	\$10.00	\$25.00	1.00	\$35.00
Light		CLEANREFLIGHT	\$5.00	\$12.50	0.50	\$17.50
Center Support Post		CENSUPPORT	Time & Material			
Cold Control Knob		CONTROLKNOB	Time & Material			
Cold Control		COLDCONTROL	Time & Material			
Crisper Cover		CRISPERCOVER	Time & Material			
Crisper Glass Insert			Time & Material			
Crisper Pan - Vegetable Bin		CRISPPAN	Time & Material			
Freezer Door Handle		FREEZHANDLE	Time & Material			
Kick Plate		KICKPLATE	Time & Material			
Light Switch		REFLGTSWITCH	Time & Material			
Refrigerator Purchase		REFRIGERATOR	Time & Material			
shelf front support		FRONTSUPPORT	Time & Material			
Shelf Bar		SHELFBAR	Time & Material			
Shelf Bar - top			Time & Material			
Shelf Bar - middle			Time & Material			
Shelf Bar - bottom			Time & Material			
Shelf Support		REFSHELFSUPPT	Time & Material			
RANGE						

Clean Range						
Bad		CLEANRGEBAD	\$20.00	\$100.00	4.00	\$120.00
Medium		CLEANRGEMED	\$10.00	\$50.00	2.00	\$60.00
Light		CLEANRGELIGHT	\$5.00	\$12.50	0.50	\$17.50
Bake Element			Time & Material			
Broiler Pan		BROILERPAN	Time & Material			
Burner Assembly Gas		RGEBURNERGAS	Time & Material			
Burner Assembly Gas - small - electric			Time & Material			
Burner Assembly Gas - large - electric			Time & Material			
Burner Grates		RGEBURNERGRATE	Time & Material			
Burner Knob		BURNERKNOB	Time & Material			
Burner Gas Valve		RGEBURNERGASVAL	Time & Material			
Burner Unit 6" Plug In		RANGE6	Time & Material			
Burner Unit 8" Plug In		RANGE8	Time & Material			
Drip Pan 6"		DRIPPAN6	Time & Material			
Drip Pan 8"		DRIPPAN8	Time & Material			
Oven Control Knob		OVENKNOB	Time & Material			
Oven Thermostat		OVENTHERMO	Time & Material			
Oven Door Handle		OVENDORHANDLE	Time & Material			
Oven Switch Electric		OVNSWITCHELEC	Time & Material			
Range Exhaust Fan		RGEEXHAUSTFAN	Time & Material			
Range Hood		RANGEHOOD	Time & Material			
Range-Gas		GASRANGE	Time & Material			
Range- Electric		ELECTRICRANGE	Time & Material			
Surface oven Switch		RGESURFOVNSW	Time & Material			
Drip Pan Set		DRIPPANSET	Time & Material			
Digital Control panel gas/electric range			Time & Material			
CABINET/SINK FIXTURES						
Clean Kitchen Cabinets/Sink/Fixtures						
Bad		CLNKITFIXBAD	\$20.00	\$50.00	2.00	\$70.00
Medium		CLNKITFIXMED	\$10.00	\$25.00	1.00	\$35.00
Light		CLNKITFIXMED	\$5.00	\$12.50	0.50	\$17.50
Clean One-Half Bath						
Bad		CLN1/2BATHBAD	\$15.00	\$25.00	1.00	\$40.00

Medium		CLN1/2BATHMED	\$10.00	\$12.50	0.50	\$22.50
Light		CLN1/2BATHLT	\$5.00	\$6.25	0.25	\$11.25
Clean Full Bath						
Bad		CLNFULLBATHBAD	\$20.00	\$50.00	2.00	\$70.00
Medium		CLNFULLBATHMED	\$10.00	\$25.00	1.00	\$35.00
Light		CLNFULLBATHLT	\$5.00	\$12.50	0.50	\$17.50
Combination Brackets/pair		COMBBRACKPAIR	\$2.00	\$6.25	0.25	\$8.25
Kitchen Drawer		KITDRAWER	TIME & MATERIAL			
Kitchen Front - wood		KITFRONTWOOD	TIME & MATERIAL			
Mailbox		MAILBOX	\$19.48	\$12.50	0.50	\$31.98
Mailbox Lock		MAILBOXLOCK	\$5.14	\$12.50	0.50	\$17.64
Mailbox and Post		MAILBOXPOST	\$47.25	\$25.00	1.00	\$72.25
ELECTRICAL						
Appliance Bulb		APPLIANCEBLUB	\$3.33	\$6.25	0.25	\$9.58
Bath Exhaust Fan - Complete		BATHEXHAUFAN	\$14.97	\$25.00	1.00	\$39.97
Bathroom Bulb			\$10.17	\$6.25	0.25	\$16.42
Bedroom Light 13"			\$20.68	\$12.50	0.50	\$33.18
Bulb			\$2.37	\$6.25	0.25	\$8.62
C02 Detector - Electric		C02DETECTOR	\$36.00	\$50.00	2.00	\$86.00
Dryer Vent Kit 4"		DRYER VENT	\$15.00	\$12.50	0.50	\$27.50
Exterior Light Fixture		EXTLGTFIX	\$11.56	\$12.50	0.50	\$24.06
Florescent 20 Watt 24" Max F17T8		FLORESCENT20	\$4.71	\$6.25	0.25	\$10.96
Florescent 40 Watt Over 24"		FLORESCENT40	\$2.53	\$6.25	0.25	\$8.78
LED Flood Light Bulb 75 Watt/Daylight		FLOODLGTBULB	\$9.04	\$6.25	0.25	\$15.29
GFI Outlet		GFIOUTLET	\$20.00	\$12.50	0.50	\$32.50
Globe Replacement		GLOBE	\$15.47	\$6.25	0.25	\$21.72
Hall Lamp Fixture - Mushroom		HALLGTFIX	\$21.15	\$12.50	0.50	\$33.65
Heat Lamp Bulb (250 Watt)		HEATLAMPBULB	\$10.00	\$6.25	0.25	\$16.25
Interior Wall Mount Fixture		WALLFIXTURE	\$11.56	\$12.50	0.50	\$24.06
Kitchen Light Fixture 13" Dome		KITLGTFIXTURE	\$20.68	\$12.50	0.50	\$33.18
Light Bulb 60 Watt LED Daylight		LIGHT	\$2.37	\$6.25	0.25	\$8.62
Livingroom Light Fixture 13" Dome		FIXTURE	\$20.68	\$12.50	0.50	\$33.18
Outlet Plug		OUTLETPLUG	\$1.00	\$12.50	0.50	\$13.50

Switch		OUTLETSWITCH	\$1.00	\$12.50	0.50	\$13.50
Porcelain Pull Fixture		PORCPULLFIX	\$3.63	\$12.50	0.50	\$16.13
Switch Cover		SWITCHCOVER	\$0.30	\$6.25	0.25	\$6.55
Plug Cover		PLUGCOVER	\$0.30	\$6.25	0.25	\$6.55
Reg T Stat Thermostat			\$29.75	\$12.50	0.50	\$42.25
Smoke Detector 10yr Battery			\$12.75	\$6.25	0.25	\$19.00
T4 2-Pin LED (new construction)			\$10.17	\$6.25	0.25	\$16.42
CO2 + Smoke Detector(Electric/battery Backup 10yr)		SMOKEDETECT	\$27.70	\$12.50	0.50	\$40.20
wall Thermostat - Electric baseboard		WALLTHERMO	\$30.24	\$12.50	0.50	\$42.74
wall Thermostat - heat pump		THERMO	\$38.35	\$12.50	0.50	\$50.85
PLUMBING						
Anti-scald Stops			\$3.02	\$6.25	0.25	\$9.27
Basket Strainer		BASKETSTRAIN	\$15.99	\$6.25	0.25	\$22.24
Bathroom Sink, including plumbing		LAVSINK	\$75.00	\$25.00	1.00	\$100.00
Caulk Around Tub		CAULK TUB	\$7.09	\$12.50	0.50	\$19.59
Ceramic Soap Dish		CERAMICSOAP	\$11.21	\$12.50	0.50	\$23.71
Chrome Soap Dish		CHROMESOAP	\$6.00	\$6.25	0.25	\$12.25
Commode, fill falve			\$7.19	\$6.25	0.25	\$13.44
Commode flush Handle		TOILETHANDLE	\$1.85	\$6.25	0.25	\$8.10
Commode, New		TOILETNEW	TIME & MATERIAL			
Commode Pull & Reset, Including wax ring		PULLTOILET	\$3.25	\$50.00	2.00	\$53.25
Commode Only (no tank)		TOILETBASE	TIME & MATERIAL			
Commode tank only		TOILETTANK	TIME & MATERIAL			
Commode Tank cover		TANKLID	TIME & MATERIAL			
Commode, tank bolts			\$1.12	\$6.25	0.25	\$7.37
Commode Unstop (any)		UNSTOPTOILET	TIME & MATERIAL			
Drain unstop (any)		UNSTOPDRAIN	TIME & MATERIAL			
Kitchen Faucet - double		KITFAUCET	TIME & MATERIAL			
Kitchen Faucet - single			TIME & MATERIAL			
Lavatory faucet with no pop up - double		LAVFAUCETSET	\$60.09	\$25.00	1.00	\$85.09
Lavatory faucet with no pop up - single			\$122.76			
Medicine Cabinet Replacement (metal, 2 mirror)		MEDCAB	\$74.83	\$25.00	1.00	\$99.83
Medicne Cabinet Shelves		MEDCABSHELF	TIME & MATERIAL			

Soap Dish		PLASTSOAPDISH	\$3.08	\$6.25	0.25	\$9.33
Shower Curtain rod/bracket		SHOWERROD	\$9.02	\$6.25	0.25	\$15.27
Shower Head		SHOWERHEAD	\$1.78	\$6.25	0.25	\$8.03
Sink Stopper		SINKSTOPPER	\$2.53	\$6.25	0.25	\$8.78
Spring Roller		SPRINGROLLER	\$2.00	\$6.25	0.25	\$8.25
Stems			\$12.46	\$6.25	0.25	\$18.71
Toilet Seat		TOILETSEAT	\$11.49	\$12.50	0.50	\$23.99
Toilet Paper Holder/Roller		TOILETPAPHOLD	\$3.14	\$12.50	0.50	\$15.64
Towel Bar 18"		TOWELBAR	\$6.90	\$6.25	0.25	\$13.15
Towel Bar 24"			\$7.29	\$6.25	0.25	\$13.54
Towel Bar Set		TOWELBARSET	\$14.19	\$12.50	0.50	\$26.69
Towel Bar Brackets		TOWELBARBRACK	\$2.88	\$12.50	0.50	\$15.38
Tub Faucet		TUBFAUCET	\$155.00	\$62.50	2.50	\$217.50
Tub Handle			\$17.26	\$6.25	0.25	\$23.51
Tube Shade - Medicine Cabinet		TUBSHADEMCAB	\$15.00	\$6.25	0.25	\$21.25
Wax Ring			\$2.13	\$12.50	0.50	\$14.63
FLOORS						
Clean Carpet		CLEANCARPET		TIME & MATERIAL		
STRIP FLOORS						
1 Bedroom		STRIPFLOOR1	\$13.35	\$175.00	7.00	\$188.35
2 Bedroom		STRIPFLOOR2	\$20.03	\$375.00	15.00	\$395.03
3 Bedroom		STRIPFLOOR3	\$26.70	\$450.00	18.00	\$476.70
4 Bedroom		STRIPFLOOR4	\$33.38	\$500.00	20.00	\$533.38
5 Bedroom		STRIPFLOOR5	\$40.05	\$550.00	22.00	\$590.05
MOP AND WAX FLOORS						
1 Bedroom		MOPWAX1	\$16.70	\$25.00	1.00	\$41.70
2 Bedroom		MOPWAX2	\$25.05	\$31.25	1.25	\$56.30
3 Bedroom		MOPWAX3	\$33.40	\$37.50	1.50	\$70.90
4 Bedroom		MOPWAX4	\$41.75	\$50.00	2.00	\$91.75
5 Bedroom		MOPWAX5	\$50.10	\$62.50	2.50	\$112.60

PAINT ENTIRE DWELLING UNIT						
1 bedroom		PAINT1	\$92.30	\$475.00	19.00	\$567.30
2 Bedroom		PAINT2	\$112.30	\$575.00	23.00	\$687.30
3 Bedroom		PAINT3	\$132.30	\$625.00	25.00	\$757.30
4 Bedroom		PAINT4	\$152.30	\$675.00	27.00	\$827.30
5 Bedroom		PAINT5	\$172.30	\$725.00	29.00	\$897.30
CARPET/WALLPAPER REMOVAL						
Remove Carpet, Taped down per room		CARPETTAPE	\$0.00	\$100.00	4.00	\$100.00
Remove Carpet, Glued down per room		CARPETGLUEDWN	\$0.00	\$200.00	8.00	\$200.00
Remove Wallpaper, Per Room		REMOVEWALLPAP	\$0.00	\$100.00	4.00	\$100.00
DOORS						
Door Guide		DOORGUIDE	\$4.75	\$6.25	0.25	\$11.00
Door Plunger		DOORPLUNGER	\$3.50	\$6.25	0.25	\$9.75
Entry Lock		ENTRYLOCK	\$92.00	\$12.50	0.50	\$104.50
Closet Door Knob Pull		FINGERPULL	\$6.15	\$6.25	0.25	\$12.40
Dead Bolt		DEADBOLT	\$82.00	\$12.50	0.50	\$94.50
Door Stop		DOORSTOP	\$0.94	\$6.25	0.25	\$7.19
Entry Door Jamb		ENTRYJAMB	\$25.00	\$50.00	2.00	\$75.00
Hollow Core - Birch Door 18"		HOLLOWCOREDOR	Time & Material			
Hollow Core - Birch Door 24"			Time & Material			
Hollow Core - Birch Door 28"			Time & Material			
Hollow Core - Birch Door 30"			Time & Material			
Hollow Core - Birch Door 32"			Time & Material			
Hollow Core - Birch Door 36"			Time & Material			
Metal Louvered Bi-Fold Door 36"			Time & Material			
Interior Door jamb		DOORJAMB	\$25.00	\$37.50	1.50	\$62.50
Interior Door Knob Set		INTDOORKNOB	\$9.40	\$6.25	0.25	\$15.65
Lock Cylinder		LOCKCYLINDER	\$20.00	\$12.50	0.50	\$32.50
Mortice Lock Set		LOCKSET	\$120.00	\$25.00	1.00	\$145.00
Peep Hole		PEEPHOLE	\$9.59	\$6.25	0.25	\$15.84
Strike Plate		STRIKEPLATE	\$3.00	\$6.25	0.25	\$9.25
Weather-Strip Door		WEATHERSTRIP	\$8.00	\$12.50	0.50	\$20.50

Hasp		HASP	\$9.00	\$6.25	0.25	\$15.25
Change Entry Lock		CHGENTLOCKS	\$0.00	\$37.50	1.50	\$37.50
Replace Entry Door			Time & Material			
STORM DOOR						
Storm Door Replacement		STORMDOOR	\$150.00	\$50.00	2.00	\$200.00
Closure		SCLOSURE	\$13.43	\$18.75	0.75	\$32.18
Screen Insert, Complete		SCREENINSCOMP	TIME & MATERIAL			
Storm Door Screen, Complete		DOORSCREEN	TIME & MATERIAL			
Safety Chain		SAFTYCHAIN	\$10.00	\$6.25	0.25	\$16.25
Latch, Handle		LATCH	\$8.62	\$6.25	0.25	\$14.87
Patio Door Frame/ Screen		PATIOFRAME	TIME & MATERIAL			
Patio Door Screen, Complete		PATIODRSCREEN	TIME & MATERIAL			
STORM SCREEN & FRAME						
Screen & Frame		SCREENFRAME	TIME & MATERIAL			
Storm Window Glass		STORMGLASS	TIME & MATERIAL			
Rescreen Per Screen		RESCREEN	TIME & MATERIAL			
Glass Insert		GLASSINSERT	TIME & MATERIAL			
GLASS WINDOWS AND DOORS						
CLEAN WINDOWS/TRACKS/FRAMES						
1 Bedroom		CLEANWIND1	\$4.50	\$31.25	1.25	\$35.75
2 Bedroom		CLEANWIND2	\$9.00	\$37.50	1.50	\$46.50
3 Bedroom		CLEANWIND3	\$13.50	\$56.25	2.25	\$69.75
4 Bedroom		CLEANWIND4	\$18.00	\$68.75	2.75	\$86.75
5 Bedroom		CLEANWIND5	\$18.00	\$87.50	3.50	\$105.50
Window Glass, Single Pane		GLASSPANE	TIME & MATERIAL			
12/18 Bath Mirror/Handles		BATHMIRROR	\$15.00	\$6.25	0.25	\$21.25
9 x 13 Plexiglass		PLEXIGLASS	TIME & MATERIAL			
Window Latches		WINDLATCH	\$5.00	\$6.25	0.25	\$11.25
Window Balances		WINDBALANCE	\$27.14	\$12.50	0.50	\$39.64
Thermopane Glass		THERMOPANE	TIME & MATERIAL			
24/30 Mirror		MIRROR	\$21.00	\$12.50	0.50	\$33.50

OTHER SERVICES						
Debris, Trash Removal		REMOVEDEBRIS	TIME & MATERIAL			
Labor Set Out Charges		LABORSETOUT	TIME & MATERIAL			
Remove Tire (Less Than 16")		CARTIRE	\$4.00	\$6.25	0.25	\$10.25
Remove Tire/Rim (Less than 16")		CARTIRERIM	\$7.00	\$6.25	0.25	\$13.25
Remove Tire (Greater Than 16")		TRKTIRE	\$10.50	\$6.25	0.25	\$16.75
Remove Tire/Rim (Greater than 16")		TRKTIRE/RIM	\$20.00	\$6.25	0.25	\$26.25
Purchase Additional Key - Tenant Pick Up		KEYPICKUP	\$1.50	\$6.25	0.25	\$7.75
Key Delivery Charge To Unit		KEYDELIVERY	\$1.50	\$25.00	1.00	\$26.50
Lock Out- Regular Working Hours		L/OREGHOURS		\$25.00	1.00	\$25.00
Lock Out- After Regular Work Hours		L/OAFTERHOURS		\$75.00	2.00	\$75.00
Lawn Mowing/ Weed Removal		CUTGRASS	TIME & MATERIAL			
Extermination Charge- Additional Treatments		EXTERMINATE	TIME & MATERIAL			
Storage Of Personal Property After Moveout		STOREPERSONAL	Refer To The Authority Policy			
PET CHARGES						
Return Call- Pet In Unit		RETURNCALL		\$25.00		
Pet Fumigation		PETFUMIGATION	TIME & MATERIAL			
Pet Waste Removal		PETWASTERMV	TIME & MATERIAL			
Flea Deinfestation		FLEADEINFEST	TIME & MATERIAL			
LABOR RATE - REGULAR HOURS						
The Regular Hourly Rate Is \$25.00 Per Hour For All Charges. Time Is		LABORREGHRS	TIME & MATERIAL			
Charged In 1/4 Hour Increments.						
OVERTIME RATE						
The Overtime Charge For Resident Caused Emergencies, Other Than Lockouts,		LABOROTHRs				
Is Charged at 1 1/2 Times The Regular Rate. The overtime Charge Is \$37.50						
Per Hour. Time Is Charged at 1/4 Hour Increments.						



Clermont Metropolitan Housing Authority

65 South Market Street | Batavia, Ohio 45103

513.732.6010 | Fax 513.732.6520

www.clermontmha.org

Complaint Form

The Clermont Metropolitan Housing Authority will investigate a complaint only when it is submitted in writing or via email by the person making the complaint.

If the written complaint contains any information regarding drugs, alcohol abuse, child endangerment or issues of a criminal nature, a copy of the complaint will be forwarded to the local police department, Children's Services, or other potential agency.

If your written complaint is regarding a neighbor dispute, the Authority will only investigate the written complaint if it pertains to a lease violation.

You should also ALWAYS contact the local police department to report any criminal related issues. You should also report any drug related issues to the Clermont County Sheriff's Hotline Number at 513-625-2806.

You are not required to provide your information; however, it could be helpful if we have additional questions.

Name of Person Making Complaint: _____

Address: _____

Phone Number: _____ Complex: _____

Signature of Person Making Complaint

Date

Name of Person Complaint is Against: _____

Address: _____

Phone Number: _____ Complex: _____

Please describe the Nature of the Complaint: (you can attach additional pages if necessary).

Rev 03/03/2021

It's a toilet, not a trash can!

*What to flush...and more importantly,
what NOT to flush*



The sanitary sewer system is a key piece of a city's infrastructure – underground pipes convey wastewater to a treatment plant that helps keep our waterways and our environment safe. Knowing what to send down the drain and what you should and should not flush down toilets can help protect the environment and critical parts of the wastewater treatment system.

WHAT TO FLUSH:

This is a very short list. Human waste and toilet paper are the only things you should ever flush down the toilet. This waste leaves your house, travels through a network of pipes and ends up at the wastewater plant. Treatment plants are equipped to efficiently handle only human waste and toilet paper – anything else could clog pipes and pumps requiring extra work and money.

WHAT TO NOT FLUSH:

If it's not human waste or TP, DO NOT FLUSH IT!

Tissues, paper towels or other paper products should never be flushed. These types of paper are designed to stay together when wet and absorb moisture, so it often takes too long to break down in the sewer system, and can cause blockages.



The same is true for so-called "flushable" wipes. While they may go down the toilet, baby and pre-moistened personal wipes do not break up in the sewer system – they actually bind together to create obstructions causing serious blockages and harm treatment plants and the environment.



Unused drugs, or pharmaceuticals, should never be flushed. Wastewater treatment plants are not designed to remove certain chemicals found in drugs. That means

harmful chemicals may not be removed during the treatment process and may be discharged into the environment, polluting waterways and drinking water supplies. Look for prescription drug drop-off events in your community and dispose of unwanted medications properly.

DISPOSE OF OTHER MATERIALS PROPERLY:

Household hazardous wastes are sometimes disposed of improperly down the drain, on the ground, into storm sewers, or putting them out with the trash. According to the United States EPA, certain types of household hazardous waste have the potential to:

- cause physical injury to sanitation workers
- contaminate septic tanks or wastewater treatment systems if poured down drains or toilets
- pollute bodies of water if poured into storm sewers
- present hazards to children and pets if left around the house
- contaminate ground water and surface water that is used as a source of drinking water if sent to unprotected landfills

Fats, oils or greases, commonly called FOG, may go down the drain but solidifies in pipes causing blockages. Store grease in a coffee can or other safe container and dispose in the trash.

Garbage, sand, metals, wood, straw or grass, wastepaper, plastics, toys, animal parts, goldfish, glass, cat litter (including so called "flushable" cat litter), disposable diapers, sanitary napkins, tampons (including tampon applicators), other bulky so-called "disposable" products, or similar substances.

And never put any of the following down the drain, toilet or in a storm sewer either. This will cause harm to people and the environment.

- Corrosive substances, either acidic or caustic.
- Rainwater and storm water; foundation drains, sump pumps, roof drains, etc.
- Flammable or explosive liquids, solids, or gases. Anti-freeze or coolant, brake fluid, transmission fluid and other automotive chemicals.
- Paint, stains, wood preservatives, solvents, sealants and thinners
- Any substance that is toxic to the treatment facilities or workers in the facilities.
- Poisons and hazardous waste
- Anything radioactive.
- Fertilizer, herbicides, pesticides, insecticides.



Thank you for doing your part to protect our environment and our sanitary sewer system.



APPLYING FOR HUD HOUSING ASSISTANCE?

**THINK ABOUT THIS...
IS FRAUD WORTH IT?**

Do You Realize...

If you commit fraud to obtain assisted housing from HUD, you could be:

- **Evicted** from your apartment or house.
- **Required to repay** all overpaid rental assistance you received.
- **Fined** up to \$10,000.
- **Imprisoned** for up to five years.
- **Prohibited** from receiving future assistance.
- **Subject** to State and local government penalties.

Do You Know...

You are committing fraud if you sign a form knowing that you provided false or misleading information.

The information you provide on housing assistance application and recertification forms will be checked. The local housing agency, HUD, or the Office of Inspector General will check the income and asset information you provide with other Federal, State, or local governments and with private agencies. Certifying false information is fraud.

So Be Careful!

When you fill out your application and yearly recertification for assisted housing from HUD make sure your answers to the questions are accurate and honest. You must include:

All sources of income and changes in income you or any members of your household receive, such as wages, welfare payments, social security and veterans' benefits, pensions, retirement, etc.

Any money you receive on behalf of your children, such as child support, AFDC payments, social security for children, etc.

Any increase in income, such as wages from a new job or an expected pay raise or bonus.

All assets, such as bank accounts, savings bonds, certificates of deposit, stocks, real estate, etc., that are owned by you or any member of your household.

All income from assets, such as interest from savings and checking accounts, stock dividends, etc.

Any business or asset (your home) that you sold in the last two years at less than full value.

The names of everyone, adults or children, relatives and non-relatives, who are living with you and make up your household.

(Important Notice for Hurricane Katrina and Hurricane Rita Evacuees: HUD's reporting requirements may be temporarily waived or suspended because of your circumstances. Contact the local housing agency before you complete the housing assistance application.)

Ask Questions

If you don't understand something on the application or recertification forms, always ask questions. It's better to be safe than sorry.

Watch Out for Housing Assistance Scams!

- Don't pay money to have someone fill out housing assistance application and recertification forms for you.
- Don't pay money to move up on a waiting list.
- Don't pay for anything that is not covered by your lease.
- Get a receipt for any money you pay.
- Get a written explanation if you are required to pay for anything other than rent (maintenance or utility charges).

Report Fraud

If you know of anyone who provided false information on a HUD housing assistance application or recertification or if anyone tells you to provide false information, report that person to the HUD Office of Inspector General Hotline. You can call the Hotline toll-free Monday through Friday, from 10:00 a.m. to 4:30 p.m., Eastern Time, at 1-800-347-3735. You can fax information to (202) 708-4829 or e-mail it to Hotline@hudoig.gov. You can write the Hotline at:



HUD OIG Hotline, GFI
451 7th Street, SW
Washington, DC 20410



U.S. Department of Housing and Urban Development

Office of Public and Indian Housing (PIH)



What You Should Know About EIV

A Guide for Applicants & Tenants of Public Housing & Section 8 Programs

What is EIV?

The Enterprise Income Verification (EIV) system is a web-based computer system that contains employment and income information of individuals who participate in HUD rental assistance programs. All Public Housing Agencies (PHAs) are required to use HUD's EIV system.

What information is in EIV and where does it come from?

HUD obtains information about you from your local PHA, the Social Security Administration (SSA), and U.S. Department of Health and Human Services (HHS).

HHS provides HUD with wage and employment information as reported by employers; and unemployment compensation information as reported by the State Workforce Agency (SWA).

SSA provides HUD with death, Social Security (SS) and Supplemental Security Income (SSI) information.

What is the EIV information used for?

Primarily, the information is used by PHAs (and management agents hired by PHAs) for the following purposes to:

1. Confirm your name, date of birth (DOB), and Social Security Number (SSN) with SSA.
2. Verify your reported income sources and amounts.
3. Confirm your participation in only one HUD rental assistance program.
4. Confirm if you owe an outstanding debt to any PHA.
5. Confirm any negative status if you moved out of a subsidized unit (in the past) under the Public Housing or Section 8 program.
6. Follow up with you, other adult household members, or your listed emergency contact regarding deceased household members.

EIV will alert your PHA if you or anyone in your household has used a false SSN, failed to report complete and accurate income information, or is receiving rental assistance at another address. **Remember, you may receive rental assistance at only one home!**

EIV will also alert PHAs if you owe an outstanding debt to any PHA (in any state or U.S. territory) and any negative status when you voluntarily or involuntarily moved out of a subsidized unit under the Public Housing or Section 8 program. This information is used to determine your eligibility for rental assistance at the time of application.

The information in EIV is also used by HUD, HUD's Office of Inspector General (OIG), and auditors to ensure that your family and PHAs comply with HUD rules.

Overall, the purpose of EIV is to identify and prevent fraud within HUD rental assistance programs, so that limited taxpayer's dollars can assist as many eligible families as possible. EIV will help to improve the integrity of HUD rental assistance programs.

Is my consent required in order for information to be obtained about me?

Yes, your consent is required in order for HUD or the PHA to obtain information about you. By law, you are required to sign one or more consent forms. When you sign a form HUD-9886 (*Federal Privacy Act Notice and Authorization for Release of Information*) or a PHA consent form (which meets HUD standards), you are giving HUD and the PHA your consent for them to obtain information about you for the purpose of determining your eligibility and amount of rental assistance. The information collected about you will be used only to determine your eligibility for the program, unless you consent in writing to authorize additional uses of the information by the PHA.

Note: *If you or any of your adult household members refuse to sign a consent form, your request for initial or continued rental assistance may be denied. You may also be terminated from the HUD rental assistance program.*

What are my responsibilities?

As a tenant (participant) of a HUD rental assistance program, you and each adult household member must disclose complete and accurate information to the PHA, including full name, SSN, and DOB; income information; and certify that your reported household composition (household members), income, and expense information is true to the best of your knowledge.

February 2010

Remember, you must notify your PHA if a household member dies or moves out. You must also obtain the PHA's approval to allow additional family members or friends to move in your home **prior** to them moving in.

What are the penalties for providing false information?

Knowingly providing false, inaccurate, or incomplete information is **FRAUD** and a **CRIME**.

If you commit fraud, you and your family may be subject to any of the following penalties:

1. Eviction
2. Termination of assistance
3. Repayment of rent that you should have paid had you reported your income correctly
4. Prohibited from receiving future rental assistance for a period of up to 10 years
5. Prosecution by the local, state, or Federal prosecutor, which may result in you being fined up to \$10,000 and/or serving time in jail.

Protect yourself by following HUD reporting requirements. When completing applications and reexaminations, you must include all sources of income you or any member of your household receives.

If you have any questions on whether money received should be counted as income or how your rent is determined, **ask your PHA**. When changes occur in your household income, **contact your PHA immediately** to determine if this will affect your rental assistance.

What do I do if the EIV information is incorrect?

Sometimes the source of EIV information may make an error when submitting or reporting information about you. If you do not agree with the EIV information, let your PHA know.

If necessary, your PHA will contact the source of the information directly to verify disputed income information. Below are the procedures you and the PHA should follow regarding incorrect EIV information.

Debts owed to PHAs and termination information reported in EIV originates from the PHA who provided you assistance in the past. If you dispute this information, contact your former PHA directly in writing to dispute this information and provide any documentation that supports your dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record from EIV.

Employment and wage information reported in EIV originates from the employer. If you dispute this information, contact the employer in writing to dispute **and** request correction of the disputed employment and/or wage information. Provide your PHA with a copy of the letter that you sent to the employer. If you are unable to get the employer to correct the information, you should contact the SWA for assistance.

Unemployment benefit information reported in EIV originates from the SWA. If you dispute this information, contact the SWA in writing to dispute **and** request correction of the disputed unemployment benefit information. Provide your PHA with a copy of the letter that you sent to the SWA.

Death, SS and SSI benefit information reported in EIV originates from the SSA. If you dispute this information, contact the SSA at (800) 772-1213, or visit their website at: www.socialsecurity.gov. You may need to visit your local SSA office to have disputed death information corrected.

Additional Verification. The PHA, with your consent, may submit a third party verification form to the provider (or reporter) of your income for completion and submission to the PHA.

You may also provide the PHA with third party documents (i.e. pay stubs, benefit award letters, bank statements, etc.) which you may have in your possession.

Identity Theft. Unknown EIV information to you can be a sign of identity theft. Sometimes someone else may use your SSN, either on purpose or by accident. So, if you suspect someone is using your SSN, you should check your Social Security records to ensure your income is calculated correctly (call SSA at (800) 772-1213); file an identity theft complaint with your local police department or the Federal Trade Commission (call FTC at (877) 438-4338, or you may visit their website at: <http://www.ftc.gov>). Provide your PHA with a copy of your identity theft complaint.

Where can I obtain more information on EIV and the income verification process?

Your PHA can provide you with additional information on EIV and the income verification process. You may also read more about EIV and the income verification process on HUD's Public and Indian Housing EIV web pages at: <http://www.hud.gov/offices/pih/programs/ph/hip/iviv.cfm>.

The information in this Guide pertains to applicants and participants (tenants) of the following HUD-PIH rental assistance programs:

1. Public Housing (24 CFR 960); and
2. Section 8 Housing Choice Voucher (HCV), (24 CFR 982); and
3. Section 8 Moderate Rehabilitation (24 CFR 882); and
4. Project-Based Voucher (24 CFR 983)

My signature below is confirmation that I have received this Guide.

Signature

Date

Preventing and Getting Rid of Bed Bugs Safely



*A Guide for Property Owners,
Managers and Tenants*



A Healthy Homes Guide

Contents

Using This Guide	1
Recognizing a Bed Bug	1
How Bed Bugs Grow and Reproduce	2
The Health Effects of Bed Bugs	3
Preventing Bed Bugs from Infesting Your Home	3
Inspecting for Bed Bugs	4
Getting Rid of Bed Bugs	6
About the Use of Pesticides	7
What Can Be Done to Support the Work of a Professional	8
Trap and Kill Bed Bugs	9
Clean and Disinfect	10
Seal Cracks and Crevices	11
Get Rid of Infested Items	11
What Landlords and Building Managers Can Do	12
More Information	Inside Back Cover



Using This Guide

Bed bug infestations are increasingly common in New York City. There are steps that can be taken to prevent bed bugs from infesting your home. When bed bugs are present, they can be safely controlled.

This guide will help you:

1. Learn more about bed bugs and how they thrive.
2. Prevent bed bugs from infesting your home.
3. Safely rid your home of bed bugs if they do occur.
4. Select and work with a pest control professional.

Recognizing a Bed Bug

From its appearance

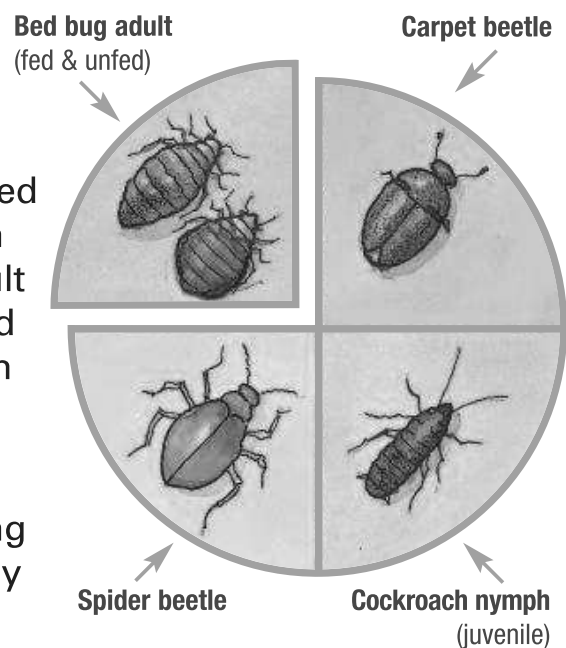
Bed bugs are small insects that feed mainly on human blood. A newly hatched bed bug is semi-transparent, light tan in color, and the size of a poppy seed. Adult bed bugs are flat, have rusty-red-colored oval bodies, and are about the size of an apple seed.

Bed bugs can be easily confused with other small household insects, including carpet beetles, spider beetles and newly hatched cockroaches (nymphs).

From its markings, droppings and eggs

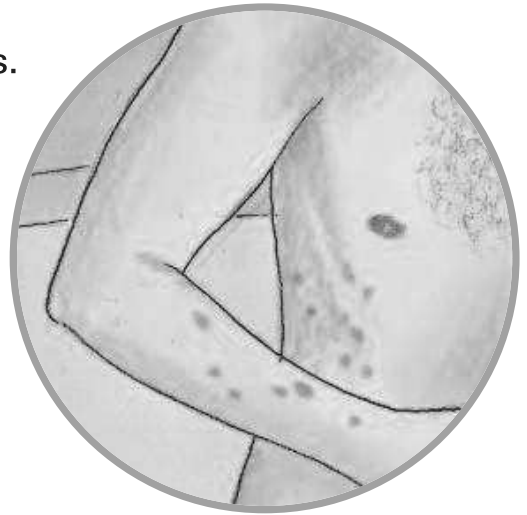
Blood stains, droppings and eggs can be found in several locations including:

- Mattress seams and tufts, sheets, pillow cases and upholstered furniture.
- Crevices and cracks in furniture.
- Baseboards of walls.



From its bite

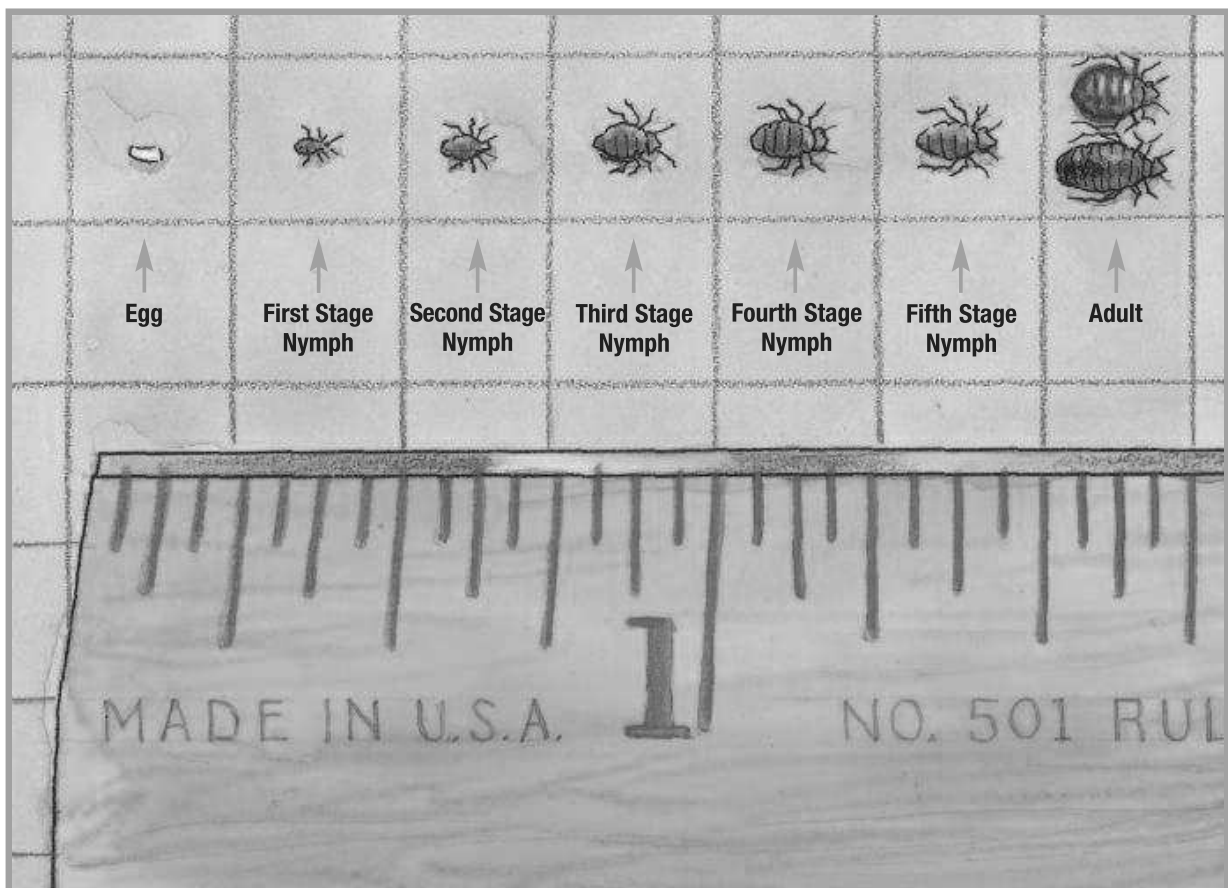
Some people do not react to bed bug bites. But for those who do, bite marks may appear within minutes or days, usually where skin is exposed during sleep. They can be small bumps or large itchy welts. The welts usually go away after a few days. Because the bites may resemble mosquito and other insect bites, a bump or welt alone does not mean there are bed bugs.



How Bed Bugs Grow and Reproduce

Bed bugs are most active when we sleep. They crawl onto exposed skin, inject a mild anesthetic and suck up a small amount of blood. Most people never feel the actual bite.

Bed bugs need a blood meal to grow and lay eggs. A female lays 5-7 eggs per week and if fed, will lay 200-500 eggs in her life. Eggs take about 10 days to hatch. Bed bugs are fully grown in 2 to 4 months and can live as long as a year.



The Health Effects of Bed Bugs

Although bed bugs and their bites are a nuisance, they are not known to spread disease.

- Bed bug bites can be very itchy and irritating. Most welts heal in a few days but in unusual cases, the welt may persist for several weeks. Usually an anti-itching ointment will help, but if bites become infected, people should see their doctor.
- The anxiety about being bitten can lead to sleeplessness, which can affect one's wellbeing. Properly and effectively responding to bed bugs helps to keep anxiety in check.

Some people become so desperate that they use illegal or excessive amounts of pesticides that can lead to poisonings. This guide provides advice on how to get rid of bed bugs safely.

Preventing Bed Bugs from Infesting Your Home

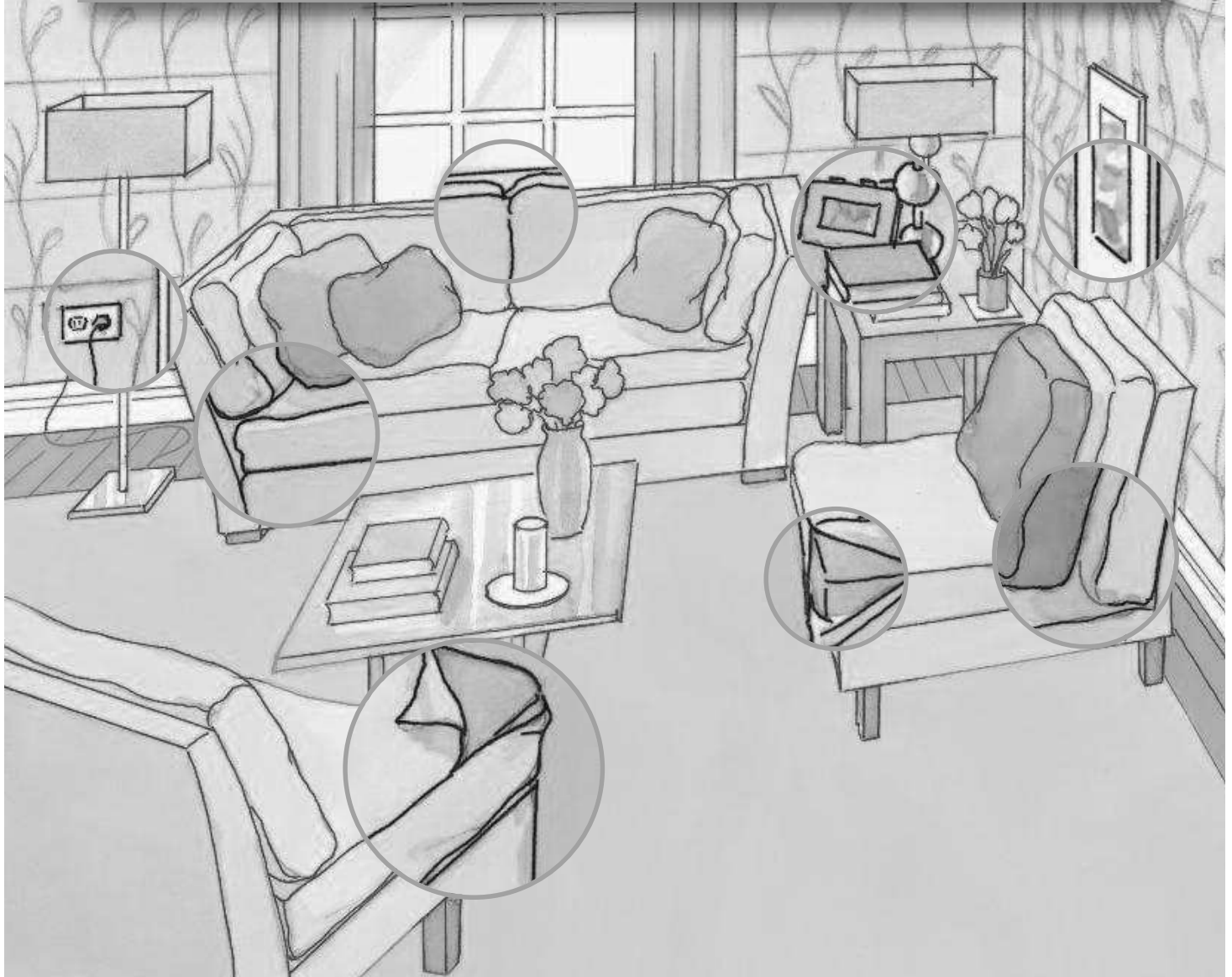
Bed bugs can enter homes by latching onto used furniture, luggage and clothing, and by traveling along connecting pipes and wiring.

- Never bring bed frames, mattresses, box springs or upholstered furniture found on the street into your home.
- Check all used or rented furniture for bed bugs.
- When traveling, inspect the bed and furniture. Keep suitcases off the floor and bed, and inspect them before you leave.
- If you suspect you have been around bed bugs, immediately wash and dry your clothing on hot settings or store it in a sealed plastic bag until you can.
- Seal cracks and crevices with caulk, even if you don't have bed bugs. This will help prevent bed bugs and other pests from coming in.



Inspecting for Bed Bugs

Look for bed bugs, blood stains, droppings and eggs (a flashlight and a magnifying glass will help). Start by looking in an area 10-20 feet around where you sleep or sit. That's the distance a bed bug will usually travel. Keep a written record of every room and location where you find signs of bed bugs. Share this record with a pest control professional.



Check mattresses, box springs, bed frames and bedding

- Check the top and bottom seams, tufts and any rips in the covers of mattresses and box springs.
- Look underneath the bed and along the bed frame and headboards.

Check cracks and crevices in bedroom furniture, floor boards and baseboards, windows and door frames

- Use a flash light to inspect cracks and crevices of furniture, windows and door frames.
- Swipe a putty knife, an old subway or playing card into cracks and crevices to force bed bugs out. A hot blow-dryer on a low setting will

also work. If live bugs do come out, crush them with a paper towel and throw them away outside your building.

- Remove drawers from furniture and check the inside, top and bottom, joints and even screw holes.



- Remove and check zippers, seams and tufts in cushions of upholstered furniture, and their frames.

Check walls and wall hangings

- Using crevice tools, check paintings, posters, pictures and mirrors.
- Check cracks in plaster and peeling wallpaper.

- Inspect the face plates of electrical outlets and light switches (by eye only – do not insert anything into areas with wires). Look in phones, clocks, smoke detectors and toys.



Getting Rid of Bed Bugs

If you have bed bugs, you shouldn't feel ashamed. Anyone can get bed bugs. Notify your landlord and neighbors. The sooner everyone responds, the more successful everyone will be.

Choosing and working with a pest control company

Bed bug infestations usually require the services of well-trained, licensed pest management professionals, also called exterminators. Tenants whose landlords do not promptly respond to bed bug complaints can call 311 and file a complaint with the Department of Housing Preservation and Development, and may also hire their own professionals.

There are many pest control companies and licensed pest professionals in the New York City area. Not all are well trained in managing bed bugs. To get rid of bed bugs, you must choose the right company, be clear about what you want done and monitor performance.

To choose a good professional...

- Find a company through dependable referrals, directories, professional associations and check to make sure they are licensed at www.dec.ny.gov.
- Interview several companies before choosing. Ask about their training, and their approach to controlling bed bugs. Make sure they follow the procedures described in this guide.
- Agree on a service plan and its cost. Expect at least two treatment visits and a third follow-up visit to confirm that bed bugs have been eliminated. Severe infestations or cluttered apartments may take more visits to eliminate bed bugs.

A good company will...

- Inspect your property before giving you a price quote or begin any pesticide application.
- Give you a written inspection report, and an action plan of how to prepare for treatment and prevent further infestation.
- Base quotes on inspection findings, not flat fees. The cheapest services are rarely the best.
- Visit often until the job is done.
- Employ qualified, well-trained pest management professionals.
- Educate you on how to prevent bed bugs.
- Work with you until the bed bugs are gone.
- Treat you with respect.

About the Use of Pesticides

Bed bug infestations usually require the use of pesticides. Only professionals should apply pesticides for bed bugs. Foggers and bug bombs are not effective against them.

Ask the professional to:

- Use the least-toxic pesticide labeled for bed bugs that will be effective.
- Follow all instructions and warnings on product labels.
- Tell you when it's safe to re-enter a treated room.
- Never spray the top of mattresses or sofas, and if needed, to use only small amounts of pesticides on their seams only.

***To report, or ask about pesticide exposures,
call the Poison Control Center 24 hours a day:***

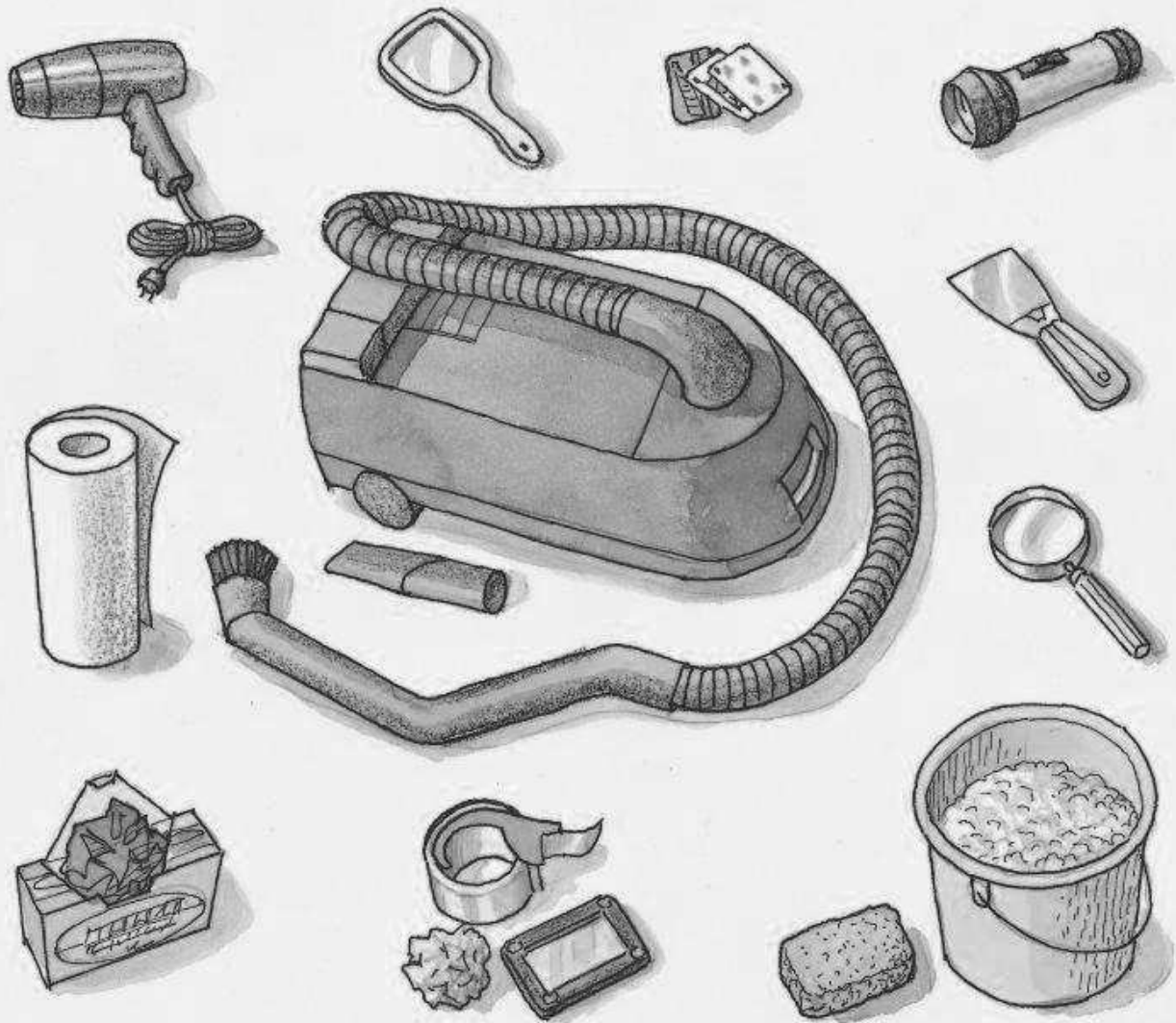
- ***English-speaking callers, call: (212) POISONS (764-7667)***
- ***Spanish-speaking callers, call: (212) VENENOS (836-3667)***

***For more information about pesticide products,
call the National Pesticide Information Center at
(800) 858-7378.***

What Can Be Done to Support the Work of a Professional

Everyone should learn how to identify bed bugs and inspect for them. Cleaning and disinfecting will help to reduce bed bugs and their spread but may not get rid of them totally.

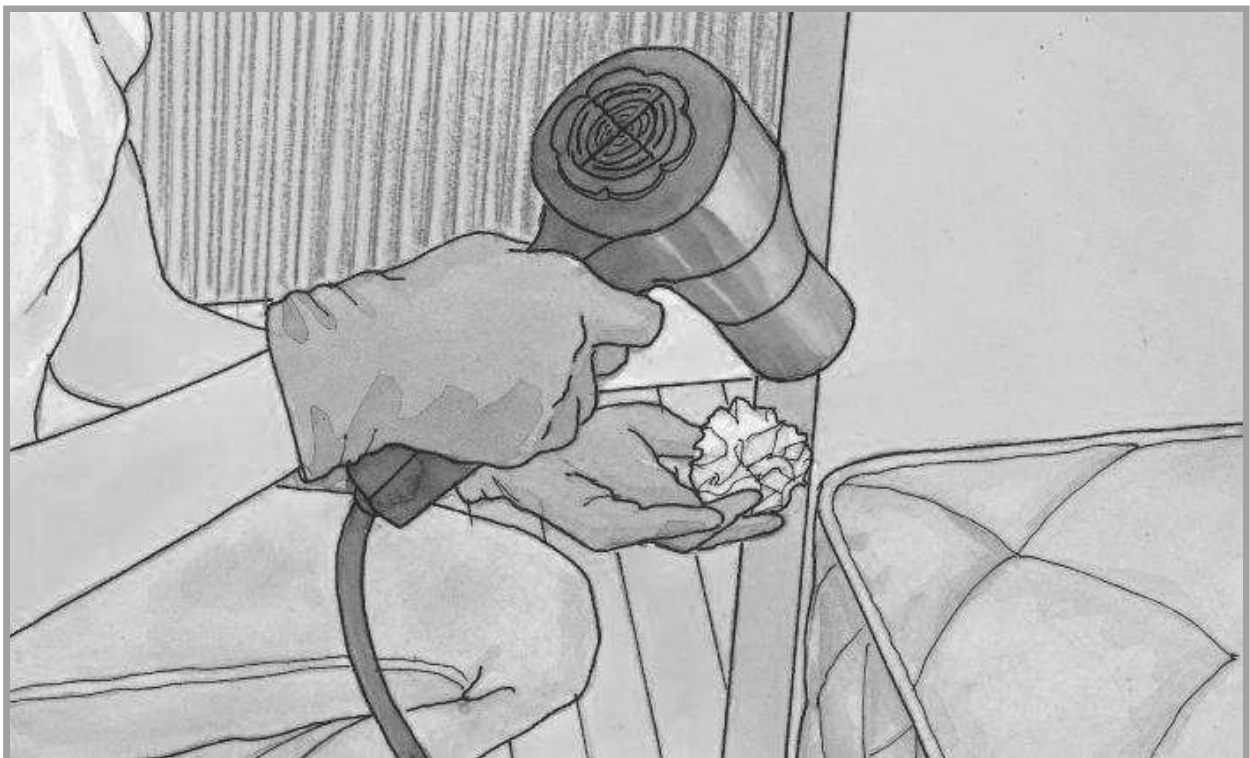
Tools You Can Use



- Bright flashlight
- Small mirror, ideally one with a handle, available from hardware stores
- Magnifying glass
- Blow-dryer
- Paper towels
- Vacuum with crevice tool, brush and plenty of vacuum bags
- Putty knife, playing card or subway card as a crevice tool
- Garbage bags
- Plastic packing tape, cockroach sticky traps or mouse glue boards
- Bucket of soapy water and sponge

Trap and Kill Bed Bugs

- Force bed bugs out of cracks and crevices with a putty knife or an old subway or playing card, or with hot air from a blow-dryer on low setting. Catch them with sticky packing tape or crush them in paper towels. The heat from blow-dryers will kill bed bugs after 30 seconds of continuous contact.



Clean and Disinfect

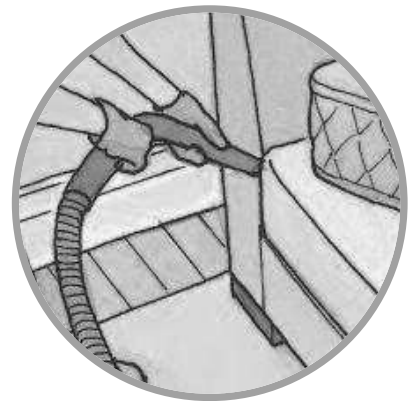
- Get rid of clutter to reduce places bed bugs can hide. After checking them for bed bugs, consider putting non-essential belongings into storage until the bed bugs are gone from your home. Check all items again before returning.



- Wipe off dead bugs, blood stains, eggs and droppings with hot soapy water.



- Wash all items showing bed bug stains in hot water (140°F) and dry on the highest setting for at least 20 minutes. Other clean items suspected of having bed bugs should be placed in a hot dryer for at least 20 minutes to kill bed bugs. After drying store items in sealed plastic bags until you are sure you have gotten rid of bed bugs.



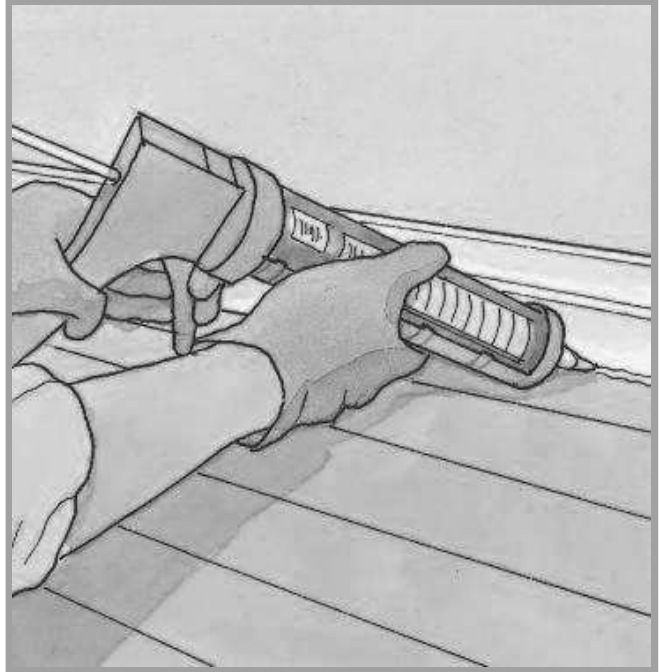
- Vacuum carpets, floors, bed frames, furniture, cracks and crevices daily, using the brush and crevice tools. Empty the vacuum or seal and dispose of its bag outside of your home after each use.



- Enclose infested mattresses and box springs in a cover that is labeled "allergen rated," "for dust mites," or "for bed bugs" for at least a full year. Periodically check for rips or openings and tape these up.

Seal Cracks and Crevices

- Repair cracks in plaster, repair or remove any loose wallpaper and tighten light switch covers.
- Apply caulk to seal crevices and joints in baseboards and gaps on shelving or cabinets.



Getting Rid of Infested Items

- Usually, it is not necessary to get rid of furniture or bedding at the first signs of bed bugs. Cleaning and enclosing is often adequate.
- Box springs should only be discarded if they cannot be covered and are heavily infested.
- Use plastic sheeting (shrink /pallet wrap) or place securely in plastic bags any items to be thrown away. Label with a sign that says "infested with bed bugs."



What Landlords and Building Managers Can Do

- Provide tenants with information about bed bugs. Share this guide.
- Encourage everyone to report bed bugs as soon as they know of a problem.
- Notify tenants, and inspect all units adjacent to, above and below apartments found to have bed bugs.
- Hire a pest management professional to treat for bed bugs. Be wary of companies that make unrealistic claims that bed bugs can be controlled with one visit.
- Help tenants if they cannot move furniture themselves or need help to get rid of clutter.
- Give advance notice of the planned use of pesticides.
- Inspect upon vacancy and if necessary treat units to ensure they have no bed bugs or other pests before renting.





The Ohio Tenant-Landlord Law, effective November 4, 1974, applies to most landlord-tenant relationships and governs most rental agreements whether oral or written. This brochure is designed to help you understand your rights and responsibilities under this law. **It is not intended to provide definitive legal advice.** We hope that you will read it carefully and use it as a guide for better Tenant-Landlord relations.

None of the rights, remedies or obligations which the tenant or the landlord have under this law may be taken away by any written or oral agreement. The law has no provisions for rent control. A landlord can still raise a tenant's rent unless the tenant is a resident of subsidized housing or has a written agreement stating the amount of rent for a certain period of time.

This brochure contains only the State Law and does not include different city ordinances which may add to local tenant-landlord legislation in those municipalities which have them.

Check with your local court house for local laws and updates.

THE LANDLORD'S DUTIES

The landlord must: Comply with requirement of any building, housing, health or safety codes which materially affect health and safety; Make all repairs and do whatever is reasonably necessary to put and keep the premises in a fit and habitable condition; Keep the common area of the building safe and sanitary; Provide trash and waste receptacles, if there are four or more apartments in the building; Supply running hot water, a reasonable amount of hot water, and reasonable heat at all times; Give tenant reasonable notice of intent to enter into a tenant's apartment and enter only at reasonable times; PROVIDE THE TENANT WITH THE NAME AND ADDRESS OF LANDLORD AND AGENT, IF ANY, IN WRITING AT THE BEGINNING OF TENANCY; Keep all electrical, plumbing, heating, ventilating, and air conditioning fixtures and appliances and elevators in good safe working condition, when these things are supplied or required to be supplied by the landlord; Not harass the tenant by unreasonable or repeated demands to enter the tenant's apartment. If the landlord or agent enters without the tenant's permission or repeatedly demands entry, the tenant can recover actual damages resulting from the landlord's entering.



THE TENANT'S DUTIES

The tenant must: Keep the premises safe and sanitary; Keep premises free of trash and garbage; Use and operate all electrical and plumbing fixtures properly; Comply with the requirements imposed on tenants by applicable housing, health and safety codes; Allow the landlord or agent to enter the apartment for inspection to see what repairs are needed, or to make repairs or improvements at reasonable times, if the landlord or agent has given reasonable notice; Not intentionally or negligently destroy, damage, deface property or remove any plumbing fixture or appliance from the premises; Not act in a manner that will disturb any neighbor's peaceful enjoyment of the premises.



RETALIATORY EVICTION

A landlord cannot retaliate against a tenant by increasing rent or decreasing services, or evict the tenant from the premises because: The tenant has made a complaint to the appropriate City or County Department about conditions in the apartment or rental unit which might not be in compliance with the health, housing, or fire codes, and which conditions materially affect the health and safety of the tenant, and were not caused by the tenant; The tenant makes a general complaint to the landlord about violation of tenant-rights; The tenant joins, organizes or participates in a tenant's union or resident's council.

If the landlord is found to have retaliated for any of the above reasons, the tenant may recover actual damages and attorney fees.

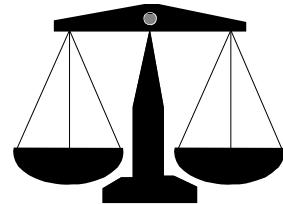
Even if the tenant claims "retaliation", the landlord may still evict the tenant if: The rent is overdue; There are code violations caused by the renter or tenant's visitor or guest; The lease or rental agreement has expired; The apartment is ordered evacuated for repairs or declared condemned to be torn down.

REMEDIES AGAINST RETALIATION

If being evicted and landlord retaliation is suspected, the tenant may; Use the retaliatory action of the landlord as a defense in an eviction; Bring a civil lawsuit against the landlord when a landlord uses a self-help eviction or acts of retaliation; Sue for damages and attorney fees; Terminate the rental agreement or lease contract.

LEGAL ACTION BY A TENANT

If the tenant reasonably believes that the landlord has not fulfilled his duties or that the premises have code violations affecting the health and safety of occupants, the tenant may notify the landlord about the conditions and request that they be corrected. The written notice must be sent to the person or place where the tenant usually pays rent.



If the landlord fails to correct the condition within a reasonable time (30 days maximum, depending upon the urgency of the situation) and if the tenant is not delinquent in rent payments, the tenant may: Deposit all rent with the Clerk of the Municipal or County Court having jurisdiction (there is a fee and the court will schedule a hearing with a referee); File a law suit requesting a rent reduction until the necessary repairs are made (and gain Court's permission to use withheld rent to make repairs); Terminate the lease or rental agreement.

Note that these actions cannot be taken against a landlord with three or fewer actually rented dwelling units, who informs the tenant in writing of that fact at the time they make their rental agreement.

RENT WITHHOLDING

The law allows the tenant to legally withhold rent under certain conditions involving the court. By depositing rent with the Court, the tenant forces the landlord to take some action to recover rent money. The landlord must repair the conditions and apply to the court for an order releasing the rent. If the landlord brings legal action, the tenant has the right to defend and sue for damages, but this is not an eviction action.



The tenant should SEEK LEGAL ASSISTANCE to file a claim for rent reduction or for use of the money for repairs.

A landlord cannot legally raise the rent, decrease his services or bring or threaten to bring an eviction action against a tenant merely because of complaints.

Any landlord whose tenant has deposited rent with the Clerk of Courts may request that the Court release the rent on the grounds that the conditions for which the tenant withheld rent have been repaired or remedied.

The Court also may release the rent on the grounds that: The tenant was delinquent in rent payments at the time the tenant deposited rent with the Clerk of Courts; The landlord did not violate responsibilities imposed by the rental agreement or by any building, housing, health or safety codes; The tenant did not give notice correctly. The clerk will immediately release the rent, less costs, to the landlord if the tenant gives written notice that the condition has been remedied.

During any court action the Court may release withheld rent to the landlord to pay interest and principle on a mortgage, insurance premiums, real estate taxes, repairs, and operating cost for the premises.

If the court finds that the condition about which the tenant complained in the notice was caused by the tenant and that the tenant deliberately acted in bad faith, the tenant will be liable for damages caused to the landlord and for court costs and attorney fees.

LEGAL ACTION BY LANDLORD

If a tenant violates any of the tenant duties or obligations, the landlord can recover actual damages and attorney fees, terminate the rental agreement, and seek eviction or injunctive relief to gain entrance to the apartment if reasonable access was denied by the tenant.



When the tenant's activities affect the health and safety of the premises, the landlord must give 30 days to correct the problem, and may then terminate the rental agreement through the usual court eviction procedures.

EVICTION PROCESS

A landlord or owner wishing to evict a tenant for breach of the rental agreement must notify the tenant to leave the premises three days or more before beginning court action. The landlord must hand a written copy of the notice to the tenant in person, or leave the notice at the tenant's residence.



In most other cases, except those dealing with drugs, the landlord must give the tenant 30 days notice of termination, prior to giving the 3 day notice.

DRUGS IN HOUSING

In 1990, the Landlord Tenant Act was amended. A landlord is now required to start an eviction action against a tenant if the landlord has actual knowledge or “reasonable cause to believe” that the tenant, any member of the tenant’s household or any person on the premises with the consent of the tenant is engaged in or engaged in the past in a violation of a criminal law involving controlled substances. A landlord has “reasonable cause to believe” drug activity is occurring if a valid search warrant has been issued, the controlled substance described in the search warrant was found during the search and the landlord was later informed about the situation by the police. An eviction action must be started whether or not the tenant or other person is charged with or ever convicted of a criminal offense. This provision also applies even if the other person is a delinquent child or guest of the household.



In order to evict a tenant alleged to be involved in drug activity, written notice to terminate the tenancy must be given to the tenant by the landlord. However, the landlord only needs to give the tenant a three-day notice. The landlord must still go through court proceedings before a tenant may be lawfully evicted. Again, special rules apply to drug cases in court. For instance, a continuance of the trial date is not permitted even if the landlord wants a postponement.

The amendments cover a wide variety of drugs and activities. A tenant may be evicted if the drug involved is marijuana, cocaine or some other illegal drug. There is also no distinction made between the use, possession or sale of drugs. Use, possession or sale of drugs by any household member or guest in the rental unit can result in eviction.

EVICTION NOTICE

Every notice given by a landlord to recover properties or premises from a tenant shall contain language printed or written in an obvious manner as follows...

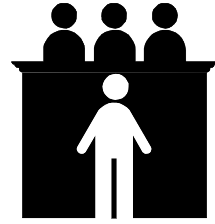
You are being asked to leave the premises. If you do not leave, an eviction action may be initiated against you. If you are in doubt regarding your legal rights and obligations as a tenant, it is recommended that you seek legal assistance.

The summons in a court action will be mailed or served on the tenant. It explains the time and place of trial, and must be given to the tenant five days before the day of the court hearing.

COURT SUMMONS

Every summons or subpoena given to a tenant for court eviction action should be printed or written in the following manner...

A complaint to evict you has been filed with the court. No person shall be evicted unless his right to possession has ended and no person shall be evicted in retaliation for the exercise of his or her lawful rights. If you are depositing rent with the clerk of this court, you shall continue to deposit such rent until the time of the court hearing. The failure to continue to deposit such rent may result in your eviction. You may request a trial by jury. You have the right to seek legal assistance. If you cannot afford a lawyer, you may contact your local legal aid or legal service office. If none is available, you may contact your local bar association.



If the tenant has any defense to the eviction action, or any claim against the landlord, the tenant should consult with an attorney before the court hearing. There are many legal defenses to an eviction, which cannot be explained in this booklet. Also, tenants have the right to a trial by jury. The tenant may present defenses at the court hearing without filing a written answer. However, it is best to file a written answer if possible. A demand for a jury should also be in writing.

In addition to any defenses you as a tenant may have, you may counterclaim for injury and damages to you or your property caused by a breach of legal duties or obligations under the rental agreement or under the law. If you do counterclaim and the amount of the damages you are awarded on the counterclaim is equal to or greater than the amount of rent due, you cannot be evicted.

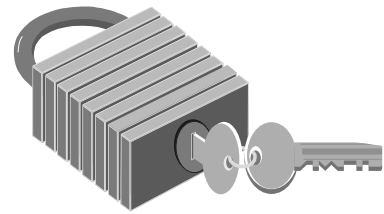
The Court may order you to pay into Court all or part of the past due and future rent. If the amount paid into Court plus damages you are awarded on your counterclaim are greater than, or equal to the fair rental value decided by the Court, you cannot be evicted.

Usually if the court rule in the landlord's favor at the original hearing and the tenant is not off the property within ten days, then the court authorizes a bailiff or sheriff to remove the tenant's possessions or furnishings from the unit onto the street.

THE TENANT SHOULD SEEK LEGAL ASSISTANCE IF A COMPLAINT, EVICTION NOTICE OR COURT SUMMONS IS RECEIVED.

LOCKOUTS & UTILITY SHUTOFFS

The landlord may not move a tenant's furniture from the apartment, lock a tenant out or threaten any unlawful act, including utility shut-off, to force the tenant to move. The landlord can only evict after a court hearing and with a lawful court order, or the landlord risks liability to the tenant for all damages and reasonable attorney fees. Even after a legal eviction, the landlord has no right to keep the tenant's property.

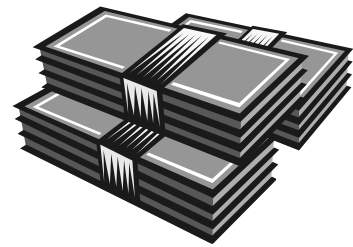


TENANT'S UNION

A tenant may not be evicted or have his rent raised for joining, participating in, or organizing a tenant's organization.

SECURITY DEPOSIT

At the end of a lease and within 30 days after a tenant moves out of the apartment, the landlord or agent must return the security deposit. If less than all of the money is returned, the landlord must give the tenant a written statement of how the money not returned was spent.



The security deposit may be used to pay for any damages the tenant makes to the unit and any past due rent owed to the landlord. It may not be used to pay for "reasonable wear and tear" (normal wear that happens from day-to-day use of the premises).

If the landlord does not return a tenant's security deposit within 30 days, the tenant can sue for twice the amount wrongfully withheld plus attorney fees, provided the tenant gives the landlord a forwarding address in writing, or an address to which the amount due can be sent.

If the landlord requires a security deposit in excess of fifty dollars or one month's rent (whichever is greater) and the tenant resides on the premises more than six months, the landlord must pay interest on the excess amount to the tenant at the rate of 5% per year.

TERMINATION OF TENANCY

If you are a month-to-month tenant, either you or the landlord may end your tenancy by giving the other at least 30 days prior notice. If you are a week-to-week tenant, either you or your landlord may end your tenancy by giving the other at least seven days prior notice.

January 30, 1988.....EBL
(Revised 3/3/89, 3/1/91, 4/9/96)

Chapter 5321
Ohio Revised Code



Distributed by:

Housing Opportunities Made Equal

2400 Reading Road, Suite 118

Cincinnati, OH 45202

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FAX (513) 721-1642

www.homecincy.org

Clermont Metropolitan Housing Authority

Notice of Occupancy Rights under the Violence Against Women Act¹

To all Tenants and Applicants

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women, but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.² The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that **Public Housing** is in compliance with VAWA. This notice explains your rights under VAWA. A HUD-approved certification form is attached to this notice. You can fill out this form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.”

Protections for Applicants

If you otherwise qualify for assistance under **Public Housing**, you cannot be denied admission or denied assistance because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Protections for Tenants

If you are receiving assistance under **Public Housing**, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

¹ Despite the name of this law, VAWA protection is available regardless of sex, gender identity, or sexual orientation.

² Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights under **Public Housing** solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living in your household.

Removing the Abuser or Perpetrator from the Household

HP may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If HP chooses to remove the abuser or perpetrator, HP may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, HP must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, HP must follow Federal, State, and local eviction procedures. In order to divide a lease, HP may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

Moving to Another Unit

Upon your request, HP may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, HP may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

- (1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.
- (2) You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.
- (3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

OR

You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer. If you are a victim of sexual assault, then in addition to qualifying for an emergency transfer because you reasonably believe you are threatened with imminent harm from

further violence if you remain in your unit, you may qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

HP will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families.

HP's emergency transfer plan provides further information on emergency transfers, and HP must make a copy of its emergency transfer plan available to you if you ask to see it.

Documenting You Are or Have Been a Victim of Domestic Violence, Dating Violence, Sexual Assault or Stalking

HP can, but is not required to, ask you to provide documentation to “certify” that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. Such request from HP must be in writing, and HP must give you at least 14 business days (Saturdays, Sundays, and Federal holidays do not count) from the day you receive the request to provide the documentation. HP may, but does not have to, extend the deadline for the submission of documentation upon your request.

You can provide one of the following to HP as documentation. It is your choice which of the following to submit if HP asks you to provide documentation that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

- A complete HUD-approved certification form given to you by HP with this notice, that documents an incident of domestic violence, dating violence, sexual assault, or stalking.

The form will ask for your name, the date, time, and location of the incident of domestic violence, dating violence, sexual assault, or stalking, and a description of the incident.

The certification form provides for including the name of the abuser or perpetrator if the name of the abuser or perpetrator is known and is safe to provide.

- A record of a Federal, State, tribal, territorial, or local law enforcement agency, court, or administrative agency that documents the incident of domestic violence, dating violence, sexual assault, or stalking. Examples of such records include police reports, protective orders, and restraining orders, among others.
- A statement, which you must sign, along with the signature of an employee, agent, or volunteer of a victim service provider, an attorney, a medical professional or a mental health professional (collectively, “professional”) from whom you sought assistance in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, and with the professional selected by you attesting under penalty of perjury that he or she believes that the incident or incidents of domestic violence, dating violence, sexual assault, or stalking are grounds for protection.
- Any other statement or evidence that HP has agreed to accept.

If you fail or refuse to provide one of these documents within the 14 business days, HP does not have to provide you with the protections contained in this notice.

If HP receives conflicting evidence that an incident of domestic violence, dating violence, sexual assault, or stalking has been committed (such as certification forms from two or more members of a household each claiming to be a victim and naming one or more of the other petitioning household members as the abuser or perpetrator), HP has the right to request that you provide third-party documentation within thirty 30 calendar days in order to resolve the conflict. If you

fail or refuse to provide third-party documentation where there is conflicting evidence, HP does not have to provide you with the protections contained in this notice.

Confidentiality

HP must keep confidential any information you provide related to the exercise of your rights under VAWA, including the fact that you are exercising your rights under VAWA.

HP must not allow any individual administering assistance or other services on behalf of HP (for example, employees and contractors) to have access to confidential information unless for reasons that specifically call for these individuals to have access to this information under applicable Federal, State, or local law.

HP must not enter your information into any shared database or disclose your information to any other entity or individual. HP, however, may disclose the information provided if:

- You give written permission to HP to release the information on a time limited basis.
- HP needs to use the information in an eviction or termination proceeding, such as to evict your abuser or perpetrator or terminate your abuser or perpetrator from assistance under this program.
- A law requires HP or your landlord to release the information.

VAWA does not limit HP's duty to honor court orders about access to or control of the property.

This includes orders issued to protect a victim and orders dividing property among household members in cases where a family breaks up.

Reasons a Tenant Eligible for Occupancy Rights under VAWA May Be Evicted or Assistance May Be Terminated

You can be evicted and your assistance can be terminated for serious or repeated lease violations that are not related to domestic violence, dating violence, sexual assault, or stalking committed against you. However, HP cannot hold tenants who have been victims of domestic violence, dating violence, sexual assault, or stalking to a more demanding set of rules than it applies to tenants who have not been victims of domestic violence, dating violence, sexual assault, or stalking.

The protections described in this notice might not apply, and you could be evicted and your assistance terminated, if HP can demonstrate that not evicting you or terminating your assistance would present a real physical danger that:

- 1) Would occur within an immediate time frame, and
- 2) Could result in death or serious bodily harm to other tenants or those who work on the property.

If HP can demonstrate the above, HP should only terminate your assistance or evict you if there are no other actions that could be taken to reduce or eliminate the threat.

Other Laws

VAWA does not replace any Federal, State, or local law that provides greater protection for victims of domestic violence, dating violence, sexual assault, or stalking. You may be entitled to additional housing protections for victims of domestic violence, dating violence, sexual assault, or stalking under other Federal laws, as well as under State and local laws.

Non-Compliance with The Requirements of This Notice

You may report a covered housing provider's violations of these rights and seek additional assistance, if needed, by contacting or filing a complaint with the **Cleveland HUD Field Office**.

For Additional Information

You may view a copy of HUD's final VAWA rule at <https://www.gpo.gov/fdsys/pkg/FR-2016-11-16/pdf/2016-25888.pdf>.

Additionally, HP must make a copy of HUD's VAWA regulations available to you if you ask to see them.

For questions regarding VAWA, please contact **Tara Cox, Operations Manager**.

For help regarding an abusive relationship, you may call the National Domestic Violence Hotline at 1-800-799-7233 or, for persons with hearing impairments, 1-800-787-3224 (TTY). You may also contact **Clermont County YWCA House of Peace, 1-800-540-4764 or 513-753-7281**.

For tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

For help regarding sexual assault, you may contact **Clermont County YWCA House of Peace, 1-800-540-4764 or 513-753-7281**.

Victims of stalking seeking help may contact **Clermont County Sheriff's Office, 513-732-7500**.

Attachment: Certification form HUD-5382.

**CERTIFICATION OF
DOMESTIC VIOLENCE,
DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING,
AND ALTERNATE DOCUMENTATION**

**U.S. Department of Housing
and Urban Development**

OMB Approval No. 2577-0286
Exp. 06/30/2017

Purpose of Form: The Violence Against Women Act (“VAWA”) protects applicants, tenants, and program participants in certain HUD programs from being evicted, denied housing assistance, or terminated from housing assistance based on acts of domestic violence, dating violence, sexual assault, or stalking against them. Despite the name of this law, VAWA protection is available to victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

Use of This Optional Form: If you are seeking VAWA protections from your housing provider, your housing provider may give you a written request that asks you to submit documentation about the incident or incidents of domestic violence, dating violence, sexual assault, or stalking.

In response to this request, you or someone on your behalf may complete this optional form and submit it to your housing provider, or you may submit one of the following types of third-party documentation:

- (1) A document signed by you and an employee, agent, or volunteer of a victim service provider, an attorney, or medical professional, or a mental health professional (collectively, “professional”) from whom you have sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse. The document must specify, under penalty of perjury, that the professional believes the incident or incidents of domestic violence, dating violence, sexual assault, or stalking occurred and meet the definition of “domestic violence,” “dating violence,” “sexual assault,” or “stalking” in HUD’s regulations at 24 CFR 5.2003.
- (2) A record of a Federal, State, tribal, territorial or local law enforcement agency, court, or administrative agency; or
- (3) At the discretion of the housing provider, a statement or other evidence provided by the applicant or tenant.

Submission of Documentation: The time period to submit documentation is 14 business days from the date that you receive a written request from your housing provider asking that you provide documentation of the occurrence of domestic violence, dating violence, sexual assault, or stalking. Your housing provider may, but is not required to, extend the time period to submit the documentation, if you request an extension of the time period. If the requested information is not received within 14 business days of when you received the request for the documentation, or any extension of the date provided by your housing provider, your housing provider does not need to grant you any of the VAWA protections. Distribution or issuance of this form does not serve as a written request for certification.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking shall be kept confidential and such details shall not be entered into any shared database. Employees of your housing provider are not to have access to these details unless to grant or deny VAWA protections to you, and such employees may not disclose this information to any other entity or individual, except to the extent that disclosure is: (i) consented to by you in writing in a time-limited release; (ii) required for use in an eviction proceeding or hearing regarding termination of assistance; or (iii) otherwise required by applicable law.

**TO BE COMPLETED BY OR ON BEHALF OF THE VICTIM OF DOMESTIC VIOLENCE,
DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

1. Date the written request is received by victim: _____

2. Name of victim: _____

3. Your name (if different from victim's): _____

4. Name(s) of other family member(s) listed on the lease: _____

5. Residence of victim: _____

6. Name of the accused perpetrator (if known and can be safely disclosed): _____

7. Relationship of the accused perpetrator to the victim: _____

8. Date(s) and times(s) of incident(s) (if known): _____

10. Location of incident(s): _____

In your own words, briefly describe the incident(s):

This is to certify that the information provided on this form is true and correct to the best of my knowledge and recollection, and that the individual named above in Item 2 is or has been a victim of domestic violence, dating violence, sexual assault, or stalking. I acknowledge that submission of false information could jeopardize program eligibility and could be the basis for denial of admission, termination of assistance, or eviction.

Signature _____ Signed on (Date) _____

Public Reporting Burden: The public reporting burden for this collection of information is estimated to average 1 hour per response. This includes the time for collecting, reviewing, and reporting the data. The information provided is to be used by the housing provider to request certification that the applicant or tenant is a victim of domestic violence, dating violence, sexual assault, or stalking. The information is subject to the confidentiality requirements of VAWA. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid Office of Management and Budget control number.



Clermont Metropolitan Housing Authority

65 South Market Street | Batavia, Ohio 45103

513.732.6010 | Fax 513.732.6520

www.clermontmha.org

CLERMONT METROPOLITAN HOUSING AUTHORITY (CMHA) LEASE TERMINATIONS

The following statements are a partial listing of reasons why the lease could be terminated.

Termination of Lease by Tenant

- The tenant **must** give at least 30 calendar days advance written notice to the PHA of their intent to vacate.

Mandatory Termination of Lease by PHA

- The PHA **must** terminate the lease if any family member fails to sign and submit any consent form s/he is required to sign for any re-examination.
- The PHA **must** terminate the lease if: (1) a family fails to submit required documentation within the required timeframe concerning any family member's citizenship or immigration status; (2) a family submits evidence of citizenship and eligible immigration status in a timely manner, but USCIS primary and secondary verification does not verify eligible immigration status of the family, resulting in no eligible family members; (3) a family member, as determined by the PHA, has knowingly permitted another individual who is not eligible for assistance to reside (on a permanent basis) in the unit.
- The PHA **must** terminate assistance if a participant family fails to disclose the complete and accurate social security numbers of each household member and the documentation necessary to verify each social security number.
- The PHA **must** terminate the lease if the family fails to accept the PHA's offer of a lease revision to an existing lease, provided the PHA has done the following: The revision is on a form adopted by the PHA in accordance with 24 CFR 966.3 pertaining to requirements for notice to tenants and resident organizations and their opportunity to present comments; the PHA has made written notice of the office of the revision at least 60 calendar days before the lease revision is scheduled to take effect; the PHA has specified in the offer a reasonable time limit within that period for acceptance by the family.
- The PHA **must** immediately terminate the lease if the PHA determines that any household member has ever been convicted of the manufacture or production of methamphetamine on the premises of federally assisted housing.
- The PHA **must** immediately terminate assistance of a household member if it is discovered that a member of an assisted household was subject to a lifetime registration requirement at admission and was erroneously admitted after 6/25/2001.
- The PHA is prohibited from renewing the lease at the end of the 12-month lease term when the family fails to comply with the community service requirements.
- The PHA **must** immediately terminate the lease following the death of the sole family member.

Termination by PHA-Other Authorized Reasons

- The PHA **will** terminate the lease for drug-related criminal activity engaged in on or off the premises by the tenant, member of the tenant's household or guest, and any such activity engaged in on the premises by any other person under the tenant's control. Medical Marijuana is considered federally illegal, regardless of state law, and considered use of an illegal drug.
- The PHA **will** terminate the lease when the PHA determines that a household member is illegally using a drug or the PHA determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents. Medical Marijuana is considered federally illegal, regardless of state law, and considered use of an illegal drug.

- The PHA **will** terminate the lease when a covered person engages in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including PHA management staff residing on the premises) or by persons residing in the immediate vicinity of the premises.
- The PHA **will** terminate the lease if the PHA determines that a household member has engaged in abuse or pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.
- The PHA **will** terminate the lease if the PHA determines that a household member has furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.

Other Serious of Repeated Violations of Material Terms of the Lease-Mandatory Lease Provisions.

The PHA **will** terminate the lease for the following violations of tenant obligations under the lease.

- Failure to make payment due under the lease, including nonpayment of rent.
- Repeated late payment of rent or other charges. Three late payments within a 12-month period shall constitute a repeated late payment.

Failure to fulfill the following household obligations.

- Not to assign the lease or to sublease the dwelling unit. Subleasing includes receiving payment to cover rent and utility costs by a person living in the unit who is not listed as a family member.
- Not to provide accommodations for boarders or lodgers.
- To use the dwelling unit solely as a private dwelling for the tenant and the tenant's household as identified in the lease, and not to use or permit its use for any other purpose.
- To abide by necessary and reasonable regulations promulgated by the PHA for the benefit and well-being of the housing project and the tenants which shall be posted in the project office and incorporated by reference in lease.
- To comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.
- To keep the dwelling unit and such areas as may be assigned to the tenant for the tenant's exclusive use in a clean and safe condition.
- To dispose of all ashes, garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner.
- To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appurtenances including elevators.
- To refrain from, and to cause the household and guests to refrain from destroying, defacing, damaging, or removing any part of the dwelling unit or project.
- To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the dwelling unit, or to the project (including damages to project buildings, facilities, or common areas) caused by the tenant, a member of the household or a guest.
- To act, and cause household members or guests to act, in a manner which will not disturb other residents' peaceful enjoyment of their accommodations and will be conducive to maintain the project in a decent, safe, and sanitary condition.

Other Authorized Reasons for Termination (Other Good Cause).

The PHA **will** terminate the lease for the following reasons:

- Fugitive Felon or Parole Violator
- Persons subject to sex offender registration requirement.
- Discovery of facts after admission to the program that would have made tenant ineligible.

- Discovery of materially false statements or fraud by the tenant in connection with an application for assistance or with a re-examination of income.
- Failure to furnish such information and certifications regarding family composition and income as may be necessary for the PHA to make determinations with respect to rent, eligibility, and the appropriateness of the dwelling unit size.
- Failure to transfer to an appropriate size dwelling unit based on family composition, upon appropriate notice by the PHA that such a dwelling unit is available.
- Failure to permit access to the unit by the PHA after proper advance notification for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the dwelling unit for re-leasing, or without advance notice if there is reasonable cause to believe that an emergency exists.
- Failure to promptly inform the PHA of the birth, adoption, or court-awarded custody of a child. In such a case, promptly means within 10 business days of the event.
- Failure to abide by the provisions of the PHA pet policy.
- If the family has breached the terms of a repayment agreement entered into with the PHA.
- If a family member has violated federal, state, or local law that imposes obligations in correction with the occupancy or use of the premises.
- If a household member has engaged in or threatened violent or abusive behavior toward PHA personnel.
- Residents responsible for direct payment of utilities must abide by all regulations of the specific utility company, including regulations pertaining to advance payment of deposits. Failure to maintain utility services and keeping payments current during residency is a lease violation and grounds for eviction. The utility service must be in the name of an approved adult member of the household or is considered a lease violation and grounds for eviction.

Family Absence from Unit

- The family must supply any information or certification requested by the PHA to verify that the family is living in the unit, or relating to family absence from the unit, including any PHA requested information or certification on the purposes of family absences.
- The family must promptly notify the PHA when all family members will be absent from the unit for an extended period. An extended period is defined as any period greater than 10 calendar days. In such a case promptly means within 5 business days of the start of the extended absence.

By signing below, I acknowledge that I understand the reasons of why a lease may be terminated. Further, I understand that **any** failure by **any** family member to abide by these obligations may result in a termination of assistance for the entire household.

*All household members 18 years of age and older **must** sign that they understand these obligations.*

Head of Household Signature: _____ Date: _____

Co-Head/Spouse Signature: _____ Date: _____

Other Adult Signature: _____ Date: _____

Other Adult Signature: _____ Date: _____

PART III: FAMILY DEBTS TO THE PHA

16-III.A. OVERVIEW

Families are required to reimburse the PHA if they were charged less rent than required because the family either underreported or failed to report income. PHAs are required to determine retroactive rent amounts as far back as the PHA has documentation of family unreported income [Notice PIH 2018-18].

This part describes the PHA's policies for recovery of monies owed to the PHA by families.

PHA Policy

When an action or inaction of a resident family results in the underpayment of rent or other amounts, the PHA holds the family liable to return any underpayments to the PHA.

The PHA will enter into repayment agreements in accordance with the policies contained in this part as a means to recover overpayments.

16-III.B. REPAYMENT POLICY

Family Debts to the PHA

PHA Policy

Any amount owed to the PHA by a public housing family must be repaid. If the family is unable to repay the debt within 30 days, the PHA will offer to enter into a repayment agreement in accordance with the policies below.

Refusal to Enter into An Agreement

If the family refuses to repay the debt, does not enter into a repayment agreement, or breaches a repayment agreement, the PHA will terminate the family's tenancy.

PHA Policy

When a family refuses to repay monies owed to the PHA, in addition to termination of program assistance, the PHA will utilize other available collection alternatives including, but not limited to, the following:

- Collection agencies
- Small claims court
- Civil lawsuit
- State income tax set-off program

Repayment Agreement [24 CFR 792.103]

The term *repayment agreement* refers to a formal written document signed by a tenant or owner and provided to the PHA in which a tenant or owner acknowledges a debt in a specific amount and agrees to repay the amount due at specific time periods.

General Repayment Agreement Guidelines

Down Payment Requirement

PHA Policy

Before executing a repayment agreement with a family, the PHA will generally require a down payment of 10 percent of the total amount owed. If the family can provide evidence satisfactory to the PHA that a down payment of 10 percent would impose an undue hardship, the PHA may, in its sole discretion, require a lesser percentage or waive the requirement.

Payment Thresholds

Notice PIH 2018-18 recommends that the total amount that a family must pay each month—the family’s monthly share of rent plus the monthly debt repayment amount—should not exceed 40 percent of the family’s monthly adjusted income, which is considered “affordable.” Moreover, Notice PIH 2018-18 acknowledges that PHAs have the discretion to establish “thresholds and policies” for repayment agreements with families [24 CFR 982.552(c)(1)(vii)].

PHA Policy

The PHA has established the following thresholds for repayment of debts:

Amounts between \$3,000 and the federal or state threshold for criminal prosecution must be repaid within 36 months.

Amounts between \$2,000 and \$2,999 must be repaid within 30 months.

Amounts between \$1,000 and \$1,999 must be repaid within 24 months.

Amounts under \$1,000 must be repaid within 12 months.

If a family can provide evidence satisfactory to the PHA that the threshold applicable to the family’s debt would impose an undue hardship, the PHA may, in its sole discretion, determine that a lower monthly payment amount is reasonable. In making its determination, the PHA will consider all relevant information, including the following:

The amount owed by the family to the PHA

The reason for the debt, including whether the debt was the result of family action/inaction or circumstances beyond the family’s control

The family’s current and potential income and expenses

The family’s current family share, as calculated under 24 CFR 982.515

The family’s history of meeting its financial responsibilities

Execution of the Agreement

All repayment agreements must be in writing, dated, and signed by both the family and the PHA [Notice PIH 2018-18].

PHA Policy

Any repayment agreement between the PHA and a family must be signed and dated by the PHA and by the head of household and spouse/cohead (if applicable).

Due Dates

PHA Policy

All payments are due by the close of business on the 15th day of the month. If the 15th does not fall on a business day, the due date is the close of business on the first business day after the 15th.

Late or Missed Payments

PHA Policy

If a payment is not received by the end of the business day on the date due, and prior approval for the missed payment has not been given by the PHA, the PHA will send the family a delinquency notice giving the family 10 business days to make the late payment. If the payment is not received by the due date of the delinquency notice, it will be considered a breach of the agreement and the PHA will terminate tenancy in accordance with the policies in Chapter 13.

If a family receives three delinquency notices for unexcused late payments in a 12-month period, the repayment agreement will be considered in default, and the PHA will terminate tenancy in accordance with the policies in Chapter 13.

No Offer of Repayment Agreement

PHA Policy

The PHA generally will not enter into a repayment agreement with a family if there is already a repayment agreement in place with the family, or if the amount owed by the family exceeds the federal or state threshold for criminal prosecution.

Repayment Agreement Terms

All repayment agreements must be in writing, dated, signed by both the family and the PHA, include the total retroactive rent amount owed, amount of lump sum payment made at time of execution, if applicable, and the monthly repayment amount. Notice PIH 2018-18 requires certain provisions to be included in any repayment agreement involving amounts owed by a family because it underreported or failed to report income:

- A reference to the items in the public housing lease that state the family's obligation to provide true and complete information at every reexamination and the grounds on which the PHA may terminate assistance because of a family's action or failure to act
- A statement clarifying that each month the family not only must pay to the PHA the monthly payment amount specified in the agreement but must also pay to the PHA the monthly tenant rent
- A statement that the terms of the repayment agreement may be renegotiated if the family's income decreases or increases
- A statement that late or missed payments constitute default of the repayment agreement and may result in termination of tenancy



Clermont Metropolitan Housing Authority

65 South Market Street | Batavia, Ohio 45103

513.732.6010 | Fax 513.732.6520

www.clermontmha.org

CLERMONT METROPOLITAN HOUSING AUTHORITY PERSONNEL POLICY MANUAL

SECTION 7.17 TRESPASS/BANNED PERSON POLICY

To facilitate a safe and secure living environment and enhance the safety, health and well-being of its residents and property, Clermont Metropolitan Housing Authority (CMHA) has instituted a trespass/banned person policy. The goal of this policy is to reduce any criminal activity including drug related or violent criminal activity which threatens the peace and tranquility desired for public housing and its residents. The following policy is to be implemented and carried out under the laws of the State of Ohio and the local city ordinances.

CMHA is aware of the issues its residents, managers, and community face with the unwanted presence of persons on or about the property. Recognizing the seriousness of illegal drug or violent criminal activity as well as other criminal activity, CMHA reserves the right to limit or prohibit access to property by non-residents, when CMHA has learned that the individual has a criminal record involving multiple violations of the criminal code of the State of Ohio, or any other state. Those offenses include but are not limited to, possession of drugs, possession of drug paraphernalia, trafficking in drugs, prostitution, any offense of violence, and any felony offense of property damage, vandalism, or arson.

CMHA reserves the right to limit or restrict access to non-residents who have committed any crime while on CMHA's property. CMHA reserves the right to limit or restrict access to any non-resident who creates a health hazard or creates a disturbance that adversely impacts the peaceful enjoyment of residents while on the property.

CMHA reserves the right to limit or restrict access to any non-resident who violates terms of the lease agreement, which if committed by a resident would be grounds for eviction, including letting unauthorized persons into a building, or living with a resident without providing required information and requesting to be on the lease.

Any person who is not an authorized resident of CMHA public housing will be directed to leave and will be barred from returning to all CMHA developments if that person:

- Makes unreasonable noise
- Engages in fighting or in a violent or threatening behavior
- Engages in any activity involving firearms, illegal drugs, or violence
- Threatening violence
- Damaging, defacing, or destroying CMHA property or the property of any CMHA resident, employee, or vendor
- Consumption of alcohol on or around the subsidized property
- Driving erratically on or around the subsidized property



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- Participating in any gang activity
- Engages in any other conduct which substantially interferes with any right, comfort or convenience of any CMHA resident or employee, or authorized guest or invitee, or any other conduct that threatens the health, safety or peaceful enjoyment by the residents, employees, or neighbors in the immediate vicinity of CMHA's dwellings.

A Banned/No Trespass Log shall be kept by CMHA and shared with the local police departments for which the property is located. The individual will be entered on the log which will contain the person's name, any known aliases, and the address & community from which this person is banned. A letter will be mailed and sent to the family's address for which the complaint originated.

Nothing in this Policy shall limit the right of any person to apply for housing for any program that has an open wait list.

CMHA will consider the circumstances surrounding each banned person case on an individual basis.



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Important Reasons Why You Should Clean up Your Pet's Poop, other than it is in your Lease and Pet Agreement.

You should clean up the mess because it is your responsibility [as an owner](#). However, this is not the only reason why you should do it. Here are other factors to be considered.

1. **It is an act of respect.** As an owner, you have the obligation to keep your dog's poop away. It is unpleasant to find feces on walkways, sidewalks, grassy areas that passerby's can step on and drag along with them wherever they go.
2. **Disease control.** Pet waste can transmit serious diseases such as roundworms, salmonella and E-coli. So, if you want to keep your family and the neighborhood healthy and away from diseases, clean up the animal's waste as soon as they relieve themselves.
3. **Reduce flies.** Flies and other insects enjoy eating on feces and if you keep them in the open area, they will thrive on them resulting in higher chances of multiplying because the dirty piles are good spaces for these insects to lay their eggs.
4. **Odor**-no one wants to smell pet waste. This includes indoor litter boxes.



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5. **Do it for your pet-** animals don't like to walk/ lie on their own waste. This is especially true for cats as they may stop using the litter box altogether if not cleaned regularly.
6. **Follow the law and your lease.** Many cities and towns require pet owners to clean up their pet's waste otherwise you could be levied with fines. You could also get a lease violation/ termination, clean up fees and/or ask for your pet to be removed.

Creative Ways to Remove Your Pets Poop

1. The best way to clean poop is to use a plastic bag. Dispose of in garbage can or dumpster, never flush!
2. Pooper scooper.
3. Freeze sprays can be helpful in cooling the poop down so that it is less disgusting to remove.
4. There are business who you can hire that are fairly reasonable to remove pet waste. You can check online to find these services. Some that we found are Dumpin Dogs, 513-734-2641 or Poop 911, 1-877-Poop-911, Pet Butler, 513-878-3994. We are not recommending any of these businesses, just providing information on what we found. You should always do your own research before hiring any company.
5. Litter boxes in the home should be cleaned daily. A scooper and plastic bag are the best way to clean litter. Dispose of in garbage can or dumpster, never flush!

Are You a
Victim of
Housing
Discrimination?

Fair Housing is Your Right!

If you have been denied your
housing rights...you may have
experienced unlawful discrimination.



U.S. Department of Housing and Urban Development

ARE YOU A VICTIM OF HOUSING DISCRIMINATION?

"The American Dream of having a safe and decent place to call 'home' reflects our shared belief that in this nation, opportunity and success are within everyone's reach.

Under our Fair Housing laws, every citizen is assured the opportunity to build a better life in the home or apartment of their choice — regardless of their race, color, religion, sex, national origin, family status or disability."

Alphonso Jackson
Secretary

HOW DO YOU RECOGNIZE HOUSING DISCRIMINATION?

Under the Fair Housing Act, it is Against the Law to:

- Refuse to rent to you or sell you housing
- Tell you housing is unavailable when in fact it is available
- Show you apartments or homes only in certain neighborhoods
- Set different terms, conditions, or privileges for sale or rental of a dwelling
- Provide different housing services or facilities
- Advertise housing to preferred groups of people only
- Refuse to provide you with information regarding mortgage loans, deny you a mortgage loan, or impose different terms or conditions on a mortgage loan
- Deny you property insurance
- Conduct property appraisals in a discriminatory manner
- Refuse to make reasonable accommodations for persons with a disability if the accommodation may be necessary to afford such person a reasonable and equal opportunity to use and enjoy a dwelling.
- Fail to design and construct housing in an accessible manner
- Harass, coerce, intimidate, or interfere with anyone exercising or assisting someone else with his/her fair housing rights

HOUSING DISCRIMI

Departamento de Vivienda y Desarrollo Urbano
U.S. Department of Housing and Urban Development

Fill out both sides of form. Fold and close with glue or tape (no staples).

Instructions: (Please type or print) Read this form carefully. Try to answer all questions. If you do not know the answer or a question does not apply to you, leave the space blank. You have one year from the date of the alleged discrimination to file a complaint. Your form should be signed and dated.

Your Name

Your Address

City State Zip Code

Best Time to Call Your Daytime Phone No. Evening Phone No.

Who else can we call if we cannot reach you?

Contact's Name Best Time to Call

Daytime Phone No. Evening Phone No.

Contact's Name Best Time to Call

Daytime Phone No. Evening Phone No.

1 What happened to you?
How were you discriminated against? For example: were you refused an opportunity to rent or buy housing? Denied a loan? Told that housing was not available when in fact it was? Treated differently from others seeking housing?
State briefly what happened.

NATION INFORMATION

no Oficina de Derecho Equitativo a la Vivienda
ment Office of Fair Housing and Equal Opportunity

2

Why do you think you are a victim of housing discrimination?

Is it because of your:

race • color • religion • sex • national origin • familial status (families with children under 18) • disability?

For example: were you denied housing because of your race? Were you denied a mortgage loan because of your religion? Or turned down for an apartment because you have children?

Briefly explain why you think your housing rights were denied and circle the factor(s) listed above that you believe apply.

3

Who do you believe discriminated against you?

For example: was it a landlord, owner, bank, real estate agent, broker, company, or organization?

Identify who you believe discriminated against you.

Name _____

Address _____

4

Where did the alleged act of discrimination occur?

For example: Was it at a rental unit? Single family home? Public or Assisted Housing? A Mobile Home? Did it occur at a bank or other lending institution?

Provide the address.

Address _____

City _____

State _____

Zip Code _____

5

When did the last act of discrimination occur?

Enter the date:

/ /

Is the alleged discrimination continuing or ongoing?

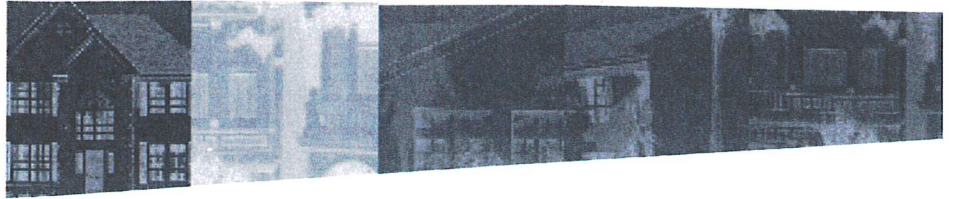
Yes

No

Signature _____

Date _____

Send this form to HUD or to the fair housing agency nearest you. If you are unable to complete this form, you may call that office directly. See address and telephone listings on back page.



It is Unlawful to Discriminate in Housing Based on These Factors...

- Race
- Color
- National origin
- Religion
- Sex
- Familial status (families with children under the age of 18, or who are expecting a child)
- Handicap (if you or someone close to you has a disability)

If You Believe Your Rights Have Been Violated...

- HUD or a State or local fair housing agency is ready to help you file a complaint.
- After your information is received, HUD or a State or local fair housing agency will contact you to discuss the concerns you raise.

Keep this information for your records.

Date you mailed your information to HUD: _____ / _____ / _____

Address to which you sent the information:

Office _____ Telephone _____

Street _____

City _____ State _____ Zip Code _____

If you have not heard from HUD or a State or local fair housing agency within three weeks from the date you mailed this form, you may call to inquire about the status of your complaint. See address and telephone listings on back page.

Public Reporting Burden for this collection of information is estimated to average 20 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The Department of Housing and Urban Development is authorized to collect this information by Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, (P.L. 100-430); Title VI of the Civil Rights Act of 1964, (P.L. 88-352); Section 504 of the Rehabilitation Act of 1973, as amended, (P.L. 93-112); Section 109 of Title I- Housing and Community Development Act of 1974, as amended, (P.L. 97-35); Americans with Disabilities Act of 1990, (P.L. 101-336); and by the Age Discrimination Act of 1975, as amended, (42 U.S.C. 6103).

The information will be used to investigate and to process housing discrimination complaints. The information may be disclosed to the United States Department of Justice for its use in the filing of pattern and practice suits of housing discrimination or the prosecution of the person(s) who committed that discrimination where violence is involved; and to State or local fair housing agencies that administer substantially equivalent fair housing laws for complaint processing. Failure to provide some or all of the requested information will result in delay or denial of HUD assistance.

Disclosure of this information is voluntary.



MAIL TO:

PLACE
POSTAGE
HERE

10/19/94

WHERE TO MAIL YOUR FORM OR INQUIRE ABOUT YOUR CLAIM

**For Connecticut, Maine, Massachusetts,
New Hampshire, Rhode Island, and Vermont:
NEW ENGLAND OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street, Room 321
Boston, MA 02222-1092
Telephone (617) 994-8320 or 1-800-827-5005
Fax (617) 565-7313 • TTY (617) 565-5453
E-mail: Complaints_office_01@hud.gov

**For New Jersey and New York:
NEW YORK/NEW JERSEY OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
26 Federal Plaza, Room 3532
New York, NY 10278-0068
Telephone (212) 264-1290 or 1-800-496-4294
Fax (212) 264-9829 • TTY (212) 264-0927
E-mail: Complaints_office_02@hud.gov

**For Delaware, District of Columbia, Maryland,
Pennsylvania, Virginia, and West Virginia:
MID-ATLANTIC OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
The Wanamaker Building
100 Penn Square East
Philadelphia, PA 19107
Telephone (215) 656-0663 or 1-888-799-2085
Fax (215) 656-3419 • TTY (215) 656-3450
E-mail: Complaints_office_03@hud.gov

**For Alabama, the Caribbean, Florida, Georgia, Kentucky,
Mississippi, North Carolina, South Carolina, and Tennessee:
SOUTHEAST/CARIBBEAN OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Five Points Plaza
40 Marietta Street, 16th Floor
Atlanta, GA 30303-2808
Telephone (404) 331-5140 or 1-800-440-8091
Fax (404) 331-1021 • TTY (404) 730-2654
E-mail: Complaints_office_04@hud.gov

**For Illinois, Indiana, Michigan, Minnesota,
Ohio, and Wisconsin:
MIDWEST OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Ralph H. Metcalfe Federal Building
77 West Jackson Boulevard, Room 2101
Chicago, IL 60604-3507
Telephone (312) 353-7776 or 1-800-765-9372
Fax (312) 886-2837 • TTY (312) 353-7143
E-mail: Complaints_office_05@hud.gov

**For Arkansas, Louisiana, New Mexico, Oklahoma, and Texas:
SOUTHWEST OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
801 North Cherry, 27th Floor
Fort Worth, TX 76102
Telephone (817) 978-5900 or 1-888-560-8913
Fax (817) 978-5876 or 5851 • TTY (817) 978-5595
E-mail: Complaints_office_06@hud.gov

**For Iowa, Kansas, Missouri and Nebraska:
GREAT PLAINS OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Gateway Tower II
400 State Avenue, Room 200, 4th Floor
Kansas City, KS 66101-2406
Telephone (913) 551-6958 or 1-800-743-5323
Fax (913) 551-6856 • TTY (913) 551-6972
E-mail: Complaints_office_07@hud.gov

**For Colorado, Montana, North Dakota, South Dakota,
Utah, and Wyoming:
ROCKY MOUNTAINS OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
1670 Broadway
Denver, CO 80202-4801
Telephone (303) 672-5437 or 1-800-877-7353
Fax (303) 672-5026 • TTY (303) 672-5248
E-mail: Complaints_office_08@hud.gov

**For Arizona, California, Hawaii, and Nevada:
PACIFIC/HAWAII OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
600 Harrison Street, Third Floor
San Francisco, CA 94107-1300
Telephone (415) 489-6524 or 1-800-347-3739
Fax (415) 489-6558 • TTY (415) 436-6594
E-mail: Complaints_office_09@hud.gov

**For Alaska, Idaho, Oregon, and Washington:
NORTHWEST/ALASKA OFFICE**

Fair Housing Hub
U.S. Dept. of Housing and Urban Development
Seattle Federal Office Building
909 First Avenue, Room 205
Seattle, WA 98104-1000
Telephone (206) 220-5170 or 1-800-877-0246
Fax (206) 220-5447 • TTY (206) 220-5185
E-mail: Complaints_office_10@hud.gov

**If after contacting the local office nearest you, you still have
questions - you may contact HUD further at:**

U.S. Dept. of Housing and Urban Development
Office of Fair Housing and Equal Opportunity
451 7th Street, S.W., Room 5204
Washington, DC 20410-2000
Telephone (202) 708-0836 or 1-800-669-9777
Fax (202) 708-1425 • TTY 1-800-927-9275

To file electronically, visit: www.hud.gov.

Form HUD-903.1 (1/02)

OMB Approval No. 2529-0011 (exp. 1/31/2011)

To reorder contact Housing Forms at www.housing-forms.com or (800) 334-1562



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint or lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](https://www.epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, 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.



Women of childbearing age should know that lead is dangerous to a developing fetus.

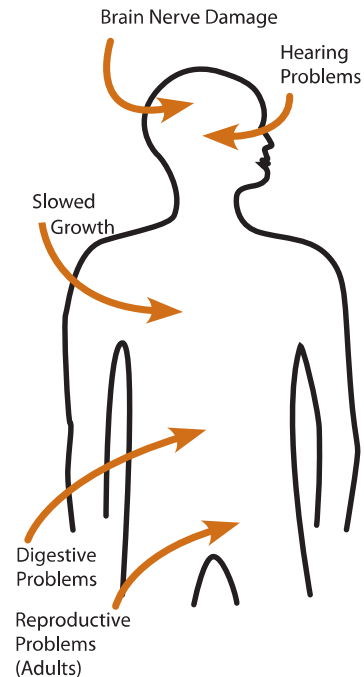
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

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

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 lead. Blood lead 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.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- 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.)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm²), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ 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. EPA currently defines the following levels of lead in soil as hazardous:

- 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

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](https://www.epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

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

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your 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, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- 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

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.



- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, 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 control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement contractor. This will ensure your contractor knows how to 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.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 10 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 100 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

Abatements are designed to permanently eliminate lead-based paint hazards. However, lead dust can be reintroduced into an abated area.

- Use a HEPA vacuum on all furniture and other items returned to the area, to reduce the potential for reintroducing lead dust.
- Regularly clean floors, window sills, troughs, and other hard surfaces with a damp cloth or sponge and a general all-purpose cleaner.

Please see page 9 for more information on steps you can take to protect your home after the abatement. For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 15 and 16), [epa.gov/lead](https://www.epa.gov/lead), or call 1-800-424-LEAD.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit [epa.gov/safewater](https://www.epa.gov/safewater) for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon,**" used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other 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 cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. 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 state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

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

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(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 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 906-6809

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

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

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

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
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 (LL-17J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 353-3808

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
Lenexa, KS 66219
(800) 223-0425

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

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10 (20-C04)
Air and Toxics Enforcement Section
1200 Sixth Avenue, Suite 155
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact to Office of Lead Hazard Control and Healthy Homes for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/lead

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IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).