



Assistance Animal Policy [FHEO 2020-01]

The terms of this policy apply to the City of Chandler Housing and Redevelopment Division (COCHRD) Public Housing Program.

This policy applies to assistance animals that are used to assist, support or provide service to persons with disabilities. Assistance animals include service animals and support animals that live in or visit public housing developments.

This policy should be read in conjunction with FHEO 2020-01, "Assessing a Person's Request to Have an Animal as a Reasonable Accommodation Under the Fair Housing Act," the City of Chandler Public Housing Admissions and Continued Occupancy Policy (ACOP), Section 504 of the ADA.

Notice FHEO 2020-01 replaces Notice FHEO 2013-01.

This guidance is meant to help distinguish between a person with a non-obvious disability who has a legitimate need for an assistance animal, and a person without a disability who simply wants to have a pet or avoid the costs and limitations imposed by housing providers' pet policies, such as pet fees or deposits.

I. BACKGROUND

Persons with disabilities may request a reasonable accommodation for service animals and other types of assistance animals, including support animals, under the Fair Housing Act (FHA).

This procedure is meant to provide guidance with compliance with the FHA when assessing requests for reasonable accommodations for an assistance animal in housing, including what information the COCHRD may need to know from a health care professional about an individual's need. The Assistance Animal Permit is attached to the end of this procedure.

This procedure is written in accordance with FHEO 202-01. It provides guidance for the review of a reasonable accommodation request for an assistance animal in Chandler public housing. (Housing providers may be subject to the requirements of several civil rights laws, including but not limited to the FHA, Section 504 of the Rehabilitation Act (Section 504), and the Americans with Disabilities Act (ADA).)

II. **ASSISTANCE ANIMALS**

There are two types of assistance animals: (1) service animals, and (2) support animals. These are assistance animals that do work, perform tasks, provide assistance, and/or provide therapeutic emotional support for individuals with disabilities (i.e., support animals).

Assistance animals are generally an animal commonly kept in the household.

Assistance animals, including service and support animals, are not pets, and thus, are not subject to the COCHRD's pet policies [24 CFR 5.303; 960.705; Notice FHEO 2020-01].

While most requests for reasonable accommodations involve one animal, requests sometimes involve more than one animal (for example, a person has a disability-related need for both animals, or two people living together each have a disability-related need for a separate assistance animal).

The decision-making process can be used for all requests for exceptions or modifications to COCHRD's rules, policies, practices, and/or procedures so persons with disabilities can have assistance animals where they reside.

Assessing a Request for an Animal as a Reasonable Accommodation under the FHA

The FHA makes it unlawful for a housing provider to refuse to make a reasonable accommodation that a person with a disability may need to have equal opportunity to enjoy and use a dwelling. One common request for housing providers is a reasonable accommodation to pet or no-animal policies so that individuals with disabilities are permitted to use assistance animals in housing including public and common use areas.

Assistance animals are not pets. They are animals that do work, perform tasks, assist, and/or provide therapeutic emotional support for individuals with disabilities.

Persons with disabilities may request a reasonable accommodation for service animals and other types of assistance animals, including support animals, under the FHA.

A resident may request a reasonable accommodation either before or after acquiring the assistance animal.

An accommodation may also be requested after a housing provider seeks to terminate the resident's lease or tenancy because of the animal's presence, although such timing may create an inference against good faith on the part of the person seeking a reasonable accommodation.

However, under the FHA, a person with a disability may make a reasonable accommodation request at any time, and the COCHRD must consider the reasonable accommodation request even if the resident made the request after bringing the animal



into housing.

The request for an assistance animal may be oral or written. It may be made by others on behalf of the individual, including a person legally residing in the unit with the requesting individual or a legal guardian or authorized representative.

While it is not necessary to submit a written request or to use the words "reasonable accommodation," "assistance animal," or any other special words to request a reasonable accommodation under the FHA, persons making a request should be encouraged to do so in order to avoid miscommunication.

The COCHRD will maintain a list of reasonable accommodation requests, to include name, date of request, date of determination, and the final determination (approved/denied).

*****Note: Assistance animals are not interchangeable.**

The animal that is approved is the animal that can live in the assisted unit. If the family replaces it for a different animal, the approval process must start from the beginning.

Assistance Animal Permit

It is important that the COCHRD is able to physically identify the animal requested to be approved as a service or support animal. The request MUST include the following:

- Type and description of animal;
- Evidence that the animal has been spayed or neutered, as applicable;
- All inoculations and licenses required by or local law; and
- One photograph of the assistance animal.

Registration must be renewed annually and will be coordinated with the annual reexamination date.

Observable and Non-Observable Disabilities

Under the FHA, a disability is a physical or mental impairment that substantially limits one or more major life activities. While some impairments may seem invisible, others can be readily observed.

- **Observable impairments** include blindness or low vision, deafness or being hard of hearing, mobility limitations, and other types of impairments with observable symptoms or effects, such as intellectual impairments (including some types of autism), neurological impairments (e.g., stroke, Parkinson's disease, cerebral

palsy, epilepsy, or brain injury), mental illness, or other diseases or conditions that affect major life activities or bodily functions. Observable impairments generally tend to be obvious and would not be reasonably attributable to non-medical causes by a lay person.

- **Non-Observable impairments** are those that may not be seen, and therefore, may form the basis for a request for an emotional support animal.

*** In the instance where the disability is not observable, the COCHRD will request information regarding both the disability and the disability-related need for the animal. Housing providers are not entitled to know an individual's diagnosis.

A. Service Animals

Under the ADA, "service animal" means any **dog** that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.

Other species of animals, whether wild or domestic, trained, or untrained, are not service animals for the purposes of this definition.

The work or tasks performed by a service animal must be directly related to the individual's disability.

Although a miniature horse is not a service animal, DOJ has determined that the same type of analysis is applied to determine whether a miniature horse should be provided access, although additional considerations, beyond the scope of this guidance, apply. (See 28 CFR §§ 35.136(i); 36.302(c)(9))

It is important to start with the following questions if the request is for a service animal. You must know if the animal is a service animal, by definition:

***Note:

Has the individual requested a reasonable accommodation — that is, has the tenant asked to get or to keep an animal in connection with a physical or mental impairment or disability:

- If "yes," proceed to question #1.
- If "no," the COCHRD will not grant a reasonable accommodation that has not been requested.

(The request for a reasonable accommodation with respect to an assistance animal may be oral or written. It may be made by others on behalf of the individual, including a person legally residing in the unit with the requesting individual or a legal guardian or



authorized representative.)

- 1) Is the animal a dog?
 - If "yes," proceed to the next question.
 - If "no," the animal is not a service animal but may be another type of assistance animal for which a reasonable accommodation is needed. Proceed to **"Support Animal"**, below. (Also see Unique Animals)
- 2) Is it ****readily apparent**** that the dog is trained to do work or perform tasks for the benefit of an individual with a disability?
 - If "yes," further inquiries are unnecessary and inappropriate because the animal is a service animal.
 - If "no," proceed to question #3.

**** It is "readily apparent" when the dog is observed:**

- guiding an individual who is blind or has low vision
- pulling a wheelchair
- providing assistance with stability or balance to an individual with an observable mobility disability

- 3) In regards to a Service Animals (not a Support Animal) and in accordance with FHEO 2020-01, the COCHRD will limit its inquiries to the following two questions:
 - "Is the animal required because of a disability?" and
 - "What work or task has the animal been trained to perform?"

In regards to a Service Animal (not a Support Animal), the COCHRD will not ask about the nature or extent of the person's disability, and will not ask for documentation. The COCHRD requires the attestation for truth and accuracy of information be provided during the approval process. The COCHRD will provide a form for tenant's signature.

Providing false information for the purpose of keeping a dog in the unit is grounds for termination of assistance.

- a. If the answer to question (a) is "yes" and work or a task is identified in response to question (b), grant the requested accommodation, if otherwise reasonable, because the animal qualifies as a service animal.
- b. If the answer to either question is "no" or "none," the animal does not qualify as a



service animal under federal law but may be a support animal or other type of assistance animal that needs to be accommodated.

Performing “work or tasks” means that the dog is **trained** to take a specific action when needed to assist the person with a disability. If the individual identifies at least one action the dog is **trained** to take which is helpful to the disability **other than emotional support**, the dog should be considered a service animal and permitted in housing, including public and common use areas.

If the answers to the above questions sufficiently resolve the validity of the request for a Service Animal, the COCHRD will not make further inquiries for Service Animals.

If no specific work or task is identified, the dog should **not** be considered a service animal but may be another type of animal for which a reasonable accommodation may be required.

Emotional support, comfort, well-being, and companionship **are not** a specific work or task for purposes of analysis under the ADA.

If the animal does not qualify as a service animal, the COCHRD must next determine whether the animal would qualify as a support animal (See Support Animals).

B. Support Animals (Assistance Animals other than Service Animals)

Other trained or untrained animals that do work, perform tasks, provide assistance, and/or provide therapeutic emotional support for individuals with disabilities (referred to in this guidance as a “support animal”).

For an animal to be eligible for consideration as a support animal, it must be one that is commonly kept in homes, such as a dog, cat, small bird, rabbit, hamster, gerbil, other rodent, fish, turtle, or other small, domesticated animal.

FHEO 2020-01 does not consider as common household animals reptiles (other than turtles), barnyard animals, monkeys, kangaroos, and other non-domesticated animals. Someone may request a “unique” animal as a support animal but must provide extra documentation (See Unique Animals).

III. ANALYSIS OF REASONABLE ACCOMMODATION REQUESTS FOR ASSISTANCE ANIMALS OTHER THAN SERVICE ANIMALS

The COCHRD will ask the following questions to better understand the request and to help make a decision when the animal does not meet the definition of service animal.

1) Has the individual requested a reasonable accommodation — that is, has the tenant



asked to get or to keep an animal in connection with a physical or mental impairment or disability?:

- If “yes,” proceed to Part IV, **“Criteria for Assessing Whether to Grant the Requested Accommodation”**.
- If “no,” the COCHRD will not grant a reasonable accommodation that has not been requested.

Note: The request for a reasonable accommodation with respect to an assistance animal may be oral or written. It may be made by others on behalf of the individual, including a person legally residing in the unit with the requesting individual or a legal guardian or authorized representative.

IV. CRITERIA FOR ASSESSING WHETHER TO GRANT THE REQUESTED ACCOMMODATION

The COCHRD will ask the following questions to better understand the request and to help them assess whether to grant the requested accommodation.

- 2) Does the person have an observable disability or does the COCHRD already have information giving them reason to believe that the person has a disability? (See page 3 for guidance on observable and non-observable disabilities)
 - If “yes,” skip to question #7 to determine if there is a connection between the person’s disability and the animal.
 - If “no,” continue to question #6.
- 3) Does the request provide information that reasonably supports that the person seeking the accommodation has a disability?

The COCHRD requires the attestation for truth and accuracy of information be provided during the approval process. The COCHRD will provide a form for tenant’s signature.

- If “no,” the COCHRD will not grant the accommodation unless this information is provided.

*** If the person requesting the accommodation has not yet submitted required information, the COCHRD will not deny the request until the deadline for submittal has past.

*** To assist the tenant to understand what information is necessary, the COCHRD will provide the tenant a copy of the **“Guidance on Documenting an Individual’s Need for Assistance Animals in Housing”**, FHEO 2020-01. This referral will also help ensure that the correct disability-related information necessary to make a reasonable accommodation



decision is received.

V. TYPES OF DOCUMENTATION

Information About A Disability May Include-

- A determination of disability from a federal, state, or local government agency.
- Receipt of disability benefits or services (Social Security Disability Income (SSDI)), Medicare or Supplemental Security Income (SSI) for a person under age 65, veterans' disability benefits, services from a vocational rehabilitation agency, or disability benefits or services from another federal, state, or local agency.
- Eligibility for housing assistance or a housing voucher received because of disability.
- Information confirming disability from a health care professional – e.g., physician, optometrist, psychiatrist, psychologist, physician's assistant, nurse practitioner, or nurse.

** Note that a determination that an individual does not qualify as having a disability for purposes of a benefit or other program does not necessarily mean the individual does not have a disability for purposes of the FHA, Section 504, or the ADA.

Under DOJ's regulations implementing the ADA Amendments Act of 2008, which HUD considers instructive when determining whether a person has a disability under the FHA, some types of impairments will be, in virtually all cases, found to impose a substantial limitation on a major life activity resulting in a determination of a disability.

Examples include deafness, blindness, intellectual disabilities, partially or completely missing limbs or mobility impairments requiring the use of a wheelchair, autism, cancer, cerebral palsy, diabetes, epilepsy, muscular dystrophy, multiple sclerosis, Human Immunodeficiency Virus (HIV) infection, major depressive disorder, bipolar disorder, post-traumatic stress disorder, traumatic brain injury, obsessive compulsive disorder, and schizophrenia.

This does not mean that other conditions are not disabilities. It simply means that in virtually all cases, these conditions will be covered as disabilities.

While the COCHRD most likely will be unable to observe or identify some of these impairments, individuals with disabilities sometimes voluntarily provide more details about their disability than the COCHRD actually needs to make decisions on accommodation requests. When this information is provided, the COCHRD will consider it.

Documentation from the Internet



Some websites sell certificates, registrations, and licensing documents for assistance animals to anyone who answers certain questions or participates in a short interview and pays a fee.

Under the FHA, the COCHRD will request reliable documentation when an individual requesting a reasonable accommodation has a disability and disability-related need for an accommodation that are not obvious or otherwise known.

In HUD's experience, such documentation from the internet is not, by itself, sufficient to reliably establish that an individual has a non-observable disability or disability-related need for an assistance animal.

By contrast, many legitimate, licensed health care professionals deliver services remotely, including over the internet. One reliable form of documentation is a note from a person's health care professional that confirms a person's disability and/or need for an animal when the COCHRD has personal knowledge of the individual.

- 1) Has the person requesting the accommodation provided information which reasonably supports that the animal does work, performs tasks, provides assistance, and/or provides therapeutic emotional support with respect to the individual's disability?
 - If "yes," proceed to Part V, **"Types of Animals"**. The COCHRD requires the attestation for truth and accuracy of information be provided during the approval process. The COCHRD will provide a form for tenant's signature.
 - If "no," the COCHRD will not grant the accommodation unless this information is provided, but will not deny the accommodation on the grounds that the person requesting the accommodation has not provided this information until the requester has been provided a reasonable opportunity to do so.

*** To assist the tenant to understand what information is necessary, the COCHRD will provide the tenant a copy of the **"Guidance on Documenting an Individual's Need for Assistance Animals in Housing"**, FHEO 2020-01. This referral will also help ensure that the correct disability-related information necessary to make a reasonable accommodation decision is received.

Information Confirming Disability-Related Need for an Assistance Animal

- Reasonably supporting information often consists of information from a licensed health care professional – e.g., physician, optometrist, psychiatrist, psychologist, physician's assistant, nurse practitioner, or nurse – general to the condition but specific as to the individual with a disability and the assistance or therapeutic

emotional support provided by the animal;

- A relationship or connection between the disability and the need for the assistance animal must be provided. This is particularly the case where the disability is non-observable, and/or the animal provides therapeutic emotional support;
- For non-observable disabilities and animals that provide therapeutic emotional support, the COCHRD will ask for information that is consistent with that identified in the ***“Guidance on Documenting an Individual’s Need for Assistance Animals in Housing”*** (*see Questions 6 and 7) in order to conduct an individualized assessment of whether it must provide the accommodation under the FHA. The lack of such documentation may be reasonable grounds for denying a requested accommodation.

VI. TYPES OF ANIMALS

The COCHRD may come across requests for accommodation that involve animals other than a service dog, or common household animals used as assistance animals. In this case, the COCHRD will have to make the determination whether to approve a unique animal. To do so, the following question must be asked:

- 1) Is the animal commonly kept in households?
 - If “yes,” the reasonable accommodation should be provided under the FHA unless the general exceptions described below exist.
 - If “no,” a reasonable accommodation need not be provided, but note the very rare circumstances described below.

Animals commonly kept in households

If the animal is a dog, cat, small bird, rabbit, hamster, gerbil, other rodent, fish, turtle, or other small, domesticated animal that is traditionally kept in the home for pleasure rather than for commercial purposes, then the reasonable accommodation should be granted because the tenant has provided information confirming that there is a disability-related need for the animal.

For purposes of this assessment, reptiles (other than turtles), barnyard animals, monkeys, kangaroos, and other non-domesticated animals are not considered common household animals.

Unique animals

If the individual is requesting to keep a unique type of animal that is not commonly kept in households as described above, then the requestor has the substantial burden of demonstrating a disability-related therapeutic need for the specific animal or the specific

type of animal.

The individual is encouraged to submit documentation from a health care professional confirming the need for this animal, which includes information of the type set out in the ***Guidance on Documenting an Individual's Need for Assistance Animals in Housing***.

While this guidance does not establish any type of new documentary threshold, the lack of such documentation in many cases may be reasonable grounds for denying a requested accommodation.

As the COCHRD enforces a policy prohibiting animals based on weight at adulthood and limiting all pets to common household animals, the COCHRD will take reasonable steps to enforce the policy if the requester obtains the animal before submitting reliable documentation from a health care provider that reasonably supports the disability-related need for the animal. COCHRD will make a determination within 10 days of the receipt of the request.

Reasonable accommodations may be necessary when the need for a unique animal involves unique circumstances

Examples:

- a. The animal is individually trained to do work or perform tasks that cannot be performed by a dog.
- b. Information from a health care professional confirms that:
 - Allergies prevent the person from using a dog; or
 - Without the animal, the symptoms or effects of the person's disability will be significantly increased.
 - The individual seeks to keep the animal outdoors at a house with a fenced yard where the animal can be appropriately maintained.

Example: A Unique Type of Support Animal

- An individually trained capuchin monkey performs tasks for a person with paralysis caused by a spinal cord injury. The monkey has been trained to retrieve a bottle of water from the refrigerator, unscrew the cap, insert a straw, and place the bottle in a holder so the individual can get a drink of water. The monkey is also trained to switch lights on and off and retrieve requested items from inside cabinets. The individual has a disability-related need for this specific type of animal because the monkey can use its hands to perform manual tasks that a service dog cannot perform.

VII. GENERAL CONSIDERATIONS

COCHRD includes the following additional statements and requirements:

- COCHRD has the authority to regulate assistance animals under applicable federal, state, and local law (24 CFR §5.303(b)(3); 24 CFR §960.705(b)(3))
 - The FHA does not require a dwelling to be made available to an individual whose tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical damage to the property of others. A housing provider may, therefore, refuse a reasonable accommodation for an assistance animal if the specific animal poses a direct threat that cannot be eliminated or reduced to an acceptable level through actions the individual takes to maintain or control the animal.
 - The animal may not be denied access to the ADA-covered facility unless: (1) the animal is out of control and its handler does not take effective action to control it; (2) the animal is not housebroken (i.e., trained so that, absent illness or accident, the animal controls its waste elimination); or (3) the animal poses a direct threat to the health or safety of others that cannot be eliminated or reduced to an acceptable level by a reasonable modification to other policies, practices and procedures.
 - A determination that a service animal poses a direct threat must be based on an individualized assessment of the specific service animal's actual conduct — not on fears, stereotypes, or generalizations.
 - The service animal must be permitted to accompany the individual with a disability to all areas of the facility where members of the public are normally allowed to go."
- *** As COCHRD public housing grounds are all common area grounds, the COCHRD will not approve an accommodation for an animal that must be kept outdoors in a corral-like or barn-like structure, or any other structure that would have to be built or allowed to be moved or placed on the grounds to accommodate the animal. As the summer temperatures are not conducive to any animal being kept outside, any such request will be rejected due to possible life-threatening conditions present in a desert environment. In addition, none of the public housing units have individual fenced yards or any private yard space to accommodate such a request, which would be considered a fundamental alteration, and will be denied. Scattered site units have backyards.
- COCHRD will not charge a fee for processing a reasonable accommodation request.
 - COCHRD will not charge a deposit, fee, or surcharge for an assistance animal.



- Pet Related Damages During Occupancy: All reasonable expenses incurred by the City's Housing Office as a result of damages directly attributable to the presence of the pet in the property will be the responsibility of the resident, including but not limited to:
 - The cost of repairs and replacement to the resident's dwelling unit
 - Fumigation of the dwelling unit
 - Repairs to common areas of the property
 - Elimination of fleas
- Pet Waste Removal Charge: A separate pet waste removal charge of \$21.00 (a minimum labor charge) per occurrence will be assessed against the resident/pet owners who fail to remove pet waste in accordance to this policy.
- A person with a disability is responsible for feeding, maintaining, providing veterinary care, and controlling his or her assistance animal. The individual may do this on his or her own or with the assistance of family, friends, volunteers, or service providers. COCHRD staff will not be responsible for caring for or cleaning after the animal inside or outside. (24 CFR 5.303)
- Failure to adhere to this guidance does not necessarily constitute a violation by the COCHRD of the FHA or regulations promulgated thereunder.
- Before denying a reasonable accommodation request due to lack of information confirming an individual's disability or disability-related need for an animal, the COCHRD will engage in a good-faith dialogue with the requestor called the "interactive process."
- COCHRD will not insist on specific types of evidence if the information provided or is actually known to COCHRD meets the requirements of this guidance (except as provided above). Disclosure of details about the diagnosis or severity of a disability or medical records or a medical examination cannot be required.
- If a reasonable accommodation request, provided under the framework of this guidance, is denied because it would impose a fundamental alteration to the nature of the COCHRD's operations or impose an undue financial and administrative burden, the COCHRD will engage in the interactive process to discuss whether an alternative accommodation may be effective in meeting the individual's disability-related needs.
- An approved assistance animal will not be approved for an additional bedroom.

Verification of Need



For an assistance animal already approved, ongoing necessity will be re-verified every three years, unless the need for the reasonable accommodation is readily apparent.

If the assistance animal changes, the approval process must start over.

Tenant Responsibilities

- Understand that the assistance animal/service dog is not a pet.
- All permitted assistance animal/service dog shall remain inside the resident's unit, unless accompanying the resident.
- Residents shall not permit their assistance animal to disturb, interfere or diminish the peaceful enjoyment of neighbors.
- Complaints of disturbances or reactions of this nature shall constitute a violation of the lease and may result in the revocation of the assistance animal/service dog permit, termination of the lease agreement, or both.
- In addition, the assistance animal/service dog permit may be revoked if:
 - There is reliable objective evidence that the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation.
 - There is reliable objective evidence that the animal would cause substantial physical damage to the property of others,
 - The presence of the assistance animal/service dog would pose an undue financial and administrative burden to the owner, or
 - The presence of the assistance animal/service dog would fundamentally alter the nature of the COCHRD services.
- Residents are solely responsible for cleaning up permitted assistance animal/service dog droppings inside the unit. All droppings will be cleaned up immediately. Droppings must be disposed of by being placed in a suitable covered trash container.
- Residents shall take adequate precautions and measures necessary to eliminate assistance animal/service dog odors within or around the unit and shall maintain the unit in a sanitary condition at all times.
- If the assistance animal/service dog is left unattended for a period of twenty-four (24) hours or more, the COCHRD may authorize entrance to the dwelling unit, removal of the assistance animal and transfer of the assistance animal by proper authorities, subject to provision of Arizona law and local ordinances. The COCHRD accepts no responsibility for the animal under such circumstances.



- Residents shall not alter their unit or unit area in order to create an enclosure for any assistance animal/service dog.
- Residents are responsible for all damages caused by their assistance animals/service dog, including and not limited to the cost of cleaning of carpets and draperies and/or fumigation of units.
- Resident assistance animal/service dog owners are responsible for the safety and health of their assistance animal, and to secure the animal during those scheduled occasions when the dwelling unit is being treated for control of pests.
- In the event of the death of an assistance animal/service dog, the resident shall properly and immediately remove and dispose of the remains. The remains shall not be placed in any container on the grounds of a COCHRD property or in a container on COCHRD grounds. The resident will notify the COCHRD within 10 days of the change.
- Residents must identify an alternate custodian for the assistance animal in the event of resident illness or absence from the dwelling unit. This identification of an alternate custodian must occur prior to the COCHRD issuing an assistance animal registration permit.
- Residents will be responsible for compliance for all visiting assistance animals/service dogs to the property.
- While an assistance animal is not subject to the COCHRD Pet Policy, the tenant remains responsible for compliance with all other public housing rules and regulations, and federal and local policy. The right to have an assistance animal on COCHRD grounds can be revoked at any time, subject to complaints, maintenance orders, damages, or if the animal becomes destructive, a nuisance, a threat to the safety, health, quiet enjoyment and security of other residents, or creates a problem in the area of cleanliness and sanitation. If the COCHRD determines, on the basis of objective facts, supported by written statements, that the owner has violated a rule governing the owning or keeping of an assistance animal on public housing property, the COCHRD may serve a written notice of the violation on the owner in accordance with this policy. The notice can be for removal of the animal or termination of assistance for failure to comply.
- The COCHRD shall notify the tenant if the COCHRD refuses to register an assistance animal. The notice shall state the basis for COCHRD's action and shall be served on the tenant.



Assistance Animal Policy Certification

I have an assistance animal and I have received, read and understand the above policy provisions regarding the keeping of assistance animals and agree to abide by those provisions.

Please Print:

Name: _____

Address: _____

Phone #: _____ Email: _____

My signature below indicates that all information I have provided regarding an assistance animal is true and correct. I understand that submitting false or fraudulent information is cause for termination of my assistance.

Head of Household Signature

Date



Assistance Animal Permit

Name: _____ Phone # _____

Address: _____ Email: _____

Application for permission to keep the following type assistance animal in a dwelling unit operated under the City of Chandler Housing and Redevelopment Public Housing program is hereby made:

Type and Description of Animal

I have attached the following:

- Certificate signed by a licensed veterinarian or /local authority that the animal has received all inoculations required by or local law,
- Verification that the dog or cat has been spayed or neutered,
- Verification that the owner has the licenses required by the or local law,
- A photograph of the animal , to include the face and body of the animal
- Age, weight of the animal for identification purposes.

The animal that is approved is the animal that is allowed to live in the assisted unit. If the family replaces it for a different animal, the approval process must start from the beginning.

Designated alternate assistance animal custodian is:

Name

Phone

Name

Phone

Certification:

I have received, read, and fully understand the rules and regulations regarding keeping an assistance animal while I reside in the City of Chandler Public Housing, and I agree to abide by those rules and regulations. I understand that if I fail to comply with the rules and regulations, the City has the right to deny my assistance animal or terminate my assistance.

My signature below indicates that all information I have provided regarding an assistance animal is true and correct. I understand that submitting false or fraudulent information is cause for termination of my assistance.

Head of Household Signature

Date

Bed Bug Management Plan and Tenant Roles and Responsibilities

Bed bugs are a growing national problem, and as a result, this policy has been created for the City of Chandler Public Housing program. The purpose of this policy is to set forth the roles and responsibilities of all parties in minimizing the potential for bed bugs. The policy will also provide guidance in cases where bed bugs are present in order to eliminate them as quickly as possible.

Bed bugs are difficult to contain without the proper treatment; therefore, it is imperative that all parties work simultaneously towards a common goal to extermination and elimination. Left untreated bed bugs can spread throughout a residence affecting current and future tenants.

City of Chandler Roles and Responsibilities:

Upon notification from the tenant, the City of Chandler Housing and Redevelopment Division (the "COCHRD") staff will contact the pest control contractor to perform an initial inspection of the tenant's residence. If it is determined that bed bugs are present, the COCHRD will provide the tenant with the "Bed Bug Management Plan and Tenant Roles and Responsibilities" document. The above document will be explained to the tenant to ensure understanding and compliance prior to treatment. In addition, COCHRD staff will secure the tenant's signature indicating understanding of the document. Upon successful completion by the tenant of their roles and responsibilities, COCHRD staff will contact the pest control contractor to professionally treat the residence and perform follow-up to ensure treatment was successful.

In order to educate tenants and minimize potential for the presence of bed bugs, the Bed Bug Management Plan and Tenant Roles and Responsibilities document provided to the tenant includes Bed Bug Prevention Tips as an attachment.

Tenant Roles and Responsibilities:

HUD regulations require the tenant's cooperation in order to successfully eliminate the presence of bed bugs; therefore, it is the tenant's responsibility to call in a work order as soon as the presence of bed bugs is suspected. This will allow COCHRD staff to address the potential infestation at its onset and before it affects other tenants.

In addition, the tenant must be onsite when the initial inspection is conducted.

If it is determined by the pest control contractor that bed bugs are present, the tenant

must complete all items listed on the “Tenant Roles and Responsibilities” prior to treatment and as soon as possible. This will help to minimize the severity of bed bug presence and resolve the problem quickly. A tenant may be deemed in violation of the lease agreement if they fail to fully cooperate and comply with their roles and responsibilities.

Bed Bug Policy Attachments

- Tenant Roles and Responsibilities
- Prevention Tips

If it has been determined, based on the inspection of the tenant’s residence that bed bugs are present, professional treatment is required. Bed bugs are a problem that can only be solved when both parties (landlord and tenant) work simultaneously towards a common goal, to extermination and elimination. HUD regulations require the tenant’s cooperation in order to successfully eliminate the presence of bed bugs. Without proper treatment, bed bugs are difficult to contain and have the potential to infest neighboring housing units. In addition, if a tenant relocates and the proper treatment has not taken place, the bed bugs will move with the tenant as bed bugs can be carried in furniture, bedding, clothing, etc. COCHRD will not be responsible for the reimbursement and/or replacement of any tenant furniture, clothing, household items, and medical expenses.

The following plan outlines the roles and responsibilities of City of Chandler Housing and Redevelopment Office (landlord) and the tenant in the treatment of bed bugs:

COCHRD Office Responsibilities:

- Within twenty-four (24) hours of receipt of a work order for bed bugs, a housing representative will make contact with the tenant, provide information about control and prevention of bedbugs, and discuss measures the tenant may be able to take in the unit before the inspection is performed.
- Inspect residence and surrounding units for infestation within three (3) business days of receipt of work order. The inspection will be conducted by a housing representative or a qualified third party trained in bedbug detection.
- If reputable, licensed pest control companies are unattainable within 3 calendar days, documentation of the efforts to obtain qualified services will be retained.
- If an infestation is suspected but cannot be verified, the unit(s) will be re-inspected periodically over the next several months.
- When an infestation is identified, the unit and surrounding units will be treated for bedbugs within five days of the inspection at no cost to the tenant. Effective treatment may require two or three visits, and possibly more. The length, method, and extent of the treatment will depend on the severity and complexity of the infestation, and the level of cooperation of the tenants.

Tenant Responsibilities:

- Immediately, within twenty-four (24) hours, report the suspicion of possible bedbugs in a housing unit or other areas of the property by calling in a work order request.
- For treatment to be effective, tenant must perform the tasks listed below prior to the scheduled treatment date. COCHRD staff encourages tenant to complete items listed as soon as possible in order to minimize severity of bed bug presence and resolve the problem quickly.
- Tenant is expected to cooperate with the treatment efforts by allowing for heat treatment of clothing and furniture and refraining from placement of infested furniture or other items in common areas.
- Remove all sheets, blankets, mattress covers, pillowcases, etc. from beds and wash in hot water (120+ degrees recommended) and dry in clothes dryer on the highest heat setting for at least 30 minutes. Fold them and place them in plastic garbage bags and seal the plastic bags tightly. Do not put them back on the bed until the evening after treatment.
- Closets, dresser drawers, and night stand drawers must be empty. Remove all clothing, toys, boxes, etc. from bedroom floors.
- Wash all clothing, towels, and other linens in hot water (120+ degrees recommended) and dry in the dryer on the highest heat setting for at least 30 minutes. Place clean items inside airtight plastic storage bins or plastic garbage bags that are sealed tightly and store until after treatment.
- Vacuum (using disposable vacuum cleaner bags) all furniture, dresser drawers, night stand drawers, mattresses, and box springs. Place disposable vacuum cleaner bag inside plastic garbage bag that is sealed tightly and discard in outdoor trash receptacle immediately.
- Move all furniture to the center of the room(s) being treated.
- Discard all cardboard hangers, boxes, etc.
- Remove all pictures from walls.
- Place all bed bug mattress encasements on all beds. The bed bug mattress encasement is an effective bed bug killer when combined with treatment and must remain on the mattress for at least one year. If the mattress or box spring encasement becomes torn or damaged it is the tenant's responsibility to replace.
- Discarded mattresses, box springs, furniture, etc. must be removed from the premises and marked as containing bed bugs. Please do not place bed bug materials in dumpsters rather set materials near dumpster and call City's Housing Office for a pick up.
- Remain out of the residence for four hours after treatment (includes all household members and pets).

- Furniture that does not respond to a third treatment must be disposed of.
- Tenant will not be reimbursed the cost of any additional expense to the household, such as purchase of new furniture, clothing or cleaning.

Tenant Failure to Comply:

If treatment is scheduled and it is determined that tenant has not performed the above stated responsibilities, the following will occur:

- Treatment will be cancelled.
- Failure to cooperate with the treatment efforts and Tenant Responsibilities listed in this procedure will constitute a Lease violation and may be subject to termination of assistance.

Bed Bug Prevention Tips

(Reference: PIH Notice 2012-17)

- Reduce unreasonable amounts of clutter that create hiding places for bedbugs.
- Wash all bedding and linens regularly in hot water. The water should be at least 120 degrees.
- Use bed bug encasements on all mattresses and box springs.
- Regularly check your own bed for bed bugs from time to time. Catching them early will make bedbug treatment easier if bed bugs do occur.
- Inspect in and around all sleeping and resting areas at home once a month.
- Vacuum floors regularly. Use the brush tool of your vacuum to vacuum your mattress. Use the crevice tool to vacuum crevices in the mattress and your baseboards.
- Clean up clutter to reduce hiding spots.
- Check for holes in floors and walls and contact the City's Housing Office to repair any holes discovered.
- When purchasing second hand clothing, place all garments in a sealed bag until they can be washed and place in a dryer on high heat for 15 to 30 minutes.
- If you purchase furniture, examine it for bed bugs. Pay special attention to used mattresses and bed frames. Avoid second hand furniture.
- When traveling, check your room for signs of bed bugs such as bloodstains on the pillows or linens. Inspect mattress seams, look behind headboards and pictures. If you suspect you may have brought bed bugs home, place infected items in the dryer or freezer.
- After you return from a trip, check your luggage for insects that might have hitched a ride.

Tenant Statement of Certification for Bed Bug Policy, Bed Bug Management Plan, and Tenant Roles and Responsibilities

I, _____, certify that I have received a copy, read, and understand the Bed Bug Policy, Bed Bug Management Plan and Tenant Roles and Responsibilities and Bed Bug Prevention Tips as stated above and agree to perform them in order to successfully eliminate the presence of bed bugs.

I understand that noncompliance with this policy will be cause to review my assistance for termination.

Head of Household Signature

Date

Community Service Policy Compliance Certification

I/We have received a copy of, have read, and understand the contents of the City of Chandler Housing and Redevelopment’s Community Service Policy.

I/We understand that this is a requirement of the Quality Housing and Work Responsibility Act of 1998 and that, if we do not comply with this requirement, our lease will not be renewed.

Head of Household Signature

Date

Other Household Member Signature

Date

Other Household Member Signature

Date

Other Household Member Signature

Date

Other Household Member Signature

Date

Community Service Policy

Introduction

This chapter explains HUD regulations requiring PHAs to implement a community service program for all nonexempt adults living in public housing.

This chapter describes HUD regulations and PHA policies related to these topics in two parts:

Part I: Community Service Requirements. This part describes who is subject to the community service requirement, who is exempt, and HUD's definition of economic self-sufficiency.

Part II: PHA Implementation of Community Service. This part provides PHA policy regarding PHA implementation and program design.

PART I: COMMUNITY SERVICE REQUIREMENT

Overview

HUD regulations pertaining to the community service requirement are contained in 24 CFR 960 Subpart F (§960.600 through §960.609). PHAs and residents must comply with the community service requirement, effective with PHA fiscal years that commenced on or after October 1, 2000. Per §903.7(l)(1)(iii), the PHA Plan must contain a statement of how the PHA will comply with the community service requirement, including any cooperative agreement that the PHA has entered into or plans to enter into.

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 [24 CFR §960.601(b)].

In administering community service requirements, the PHA must comply with all nondiscrimination and equal opportunity requirements [24 CFR §960.605(c)(5)].

Requirements

Each adult resident of the PHA, who is not exempt, must [24 CFR §960.603(a)]:

- Contribute 8 hours per month of community service; or
- Participate in an economic self-sufficiency program (as defined in the 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 may be aggregated across a year. Any blocking of hours is acceptable as long as 96 hours is completed by each annual certification of compliance [Notice PIH 2015-12].

Definitions

Exempt Individual [24 CFR 960.601(b), Notice PIH2015-12]

An *exempt individual* is an adult who:

- Is age 62 years or older
- Is blind or disabled (as defined under section 216[i][I] or 1614 of the Social Security Act), and who certifies that because of this disability s/he is unable to comply with the service provisions
- Is a primary caretaker of such an individual
- Is engaged in work activities

PHA Policy

The PHA will consider 30 hours per week as the minimum number of hours needed to qualify for a work activity exemption.

- Is able to meet requirements of being exempted under a state program funded under 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 a state-administered welfare-to-work program
- This exemption applied to anyone whose characteristics or family situation meet the welfare agency exemption criteria and can be verified.
- Is a member of a family receiving assistance, benefits, or services under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which the PHA is located, including a 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.

Community Service [24 CFR 960.601(b), Notice PIH2015-12]

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, child care centers, hospitals, clinics, hospices, nursing homes, recreation centers, senior centers, adult day care programs, homeless shelters, feeding programs, food banks, distribution 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.

- Serve as member of the resident organization (Tenant Community Builders) or resident advisory board.
- 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
- Caring for the children of other residents so parent may volunteer.

PHA Policy

Community Service must be only in the City of Chandler or serving citizens from the City of Chandler.

Economic Self-Sufficiency Program [24 CFR §5.603(b), Notice PIH 2015-12]

For purposes of satisfying the community service requirement, an *economic self-sufficiency program* 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 investment boards (local entities administered through the U.S. 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)

Work Activities [42 U.S.C. 607(d)]

As it relates to an exemption from the community service requirement, *work activities* means:

- Unsubsidized employment
- Subsidized private sector employment
- Subsidized public sector employment
- Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available
- On-the-job training
- Job search and job readiness assistance
- Community service programs

- Vocational educational training (not to exceed 12 months with respect to any individual)
- Job skills training directly related to employment
- Education directly related to employment, in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency
- Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate

Notification Requirements [24 CFR §960.605(c)(2), Notice PIH2015-12, Notice PIH 2016-06]

The PHA must give each family a written description of the community service requirement, the process for claiming status as an exempt person, and the process for PHA verification of exempt status. The PHA must also notify the family of its determination identifying the family members who are subject to the service requirement, and the family members who are exempt. In addition, the family must sign a certification, such as Attachment A of Notice PIH 2015-12, that they have received and read the policy and understand that if they are not exempt, failure to comply with the requirement will result in nonrenewal of their lease. The family must also sign a certification at annual reexamination, such as Attachment B of Notice PIH 2015-12, certifying that they understand the requirement.

PHA Policy

The PHA will provide the family with a copy of the Community Service Policy at lease-up, lease renewal, when a family member is determined to be subject to the community service requirement during the lease term, and at any time upon the family's request. The policy will notify the family that self-certification forms are subject to review by the PHA.

On an annual basis, at the time of lease renewal, the PHA will notify the family in writing of the family members who are subject to the community service requirement and the family members who are exempt. If the family includes nonexempt individuals the notice will include a list of agencies in the community that provide volunteer and/or training opportunities, as well as a documentation form on which they may record the activities they perform and the number of hours contributed. The form will also have a place for a signature by an appropriate official, who will certify to the activities and hours completed.

Determination of Exemption Status and Compliance [24 CFR §960.605(c)(3)]

The PHA must review and verify family compliance with service requirements annually at least thirty days before the end of the twelve month lease term. The policy for documentation and verification of compliance with service requirements may be found at Section 11-I.D., Documentation and Verification.

PHA Policy

Where the lease term does not coincide with the effective date of the annual reexamination, the PHA will change the effective date of the annual reexamination to coincide with the lease term. In making this change, the PHA will ensure that the annual reexamination is conducted within 12 months of the last annual reexamination.

Annual Determination

Determination of Exemption Status

An exempt individual is excused from the community service requirement [24 CFR §960.603(a)].

PHA Policy

At least 60 days prior to lease renewal, the PHA will review and verify the exemption status of all adult family members. This verification will only be done on an annual basis unless the family reports a change or the PHA has reason to believe that an individual's exemption status has changed. For individuals who are exempt because they are 62 years of age and older, or disabled, verification of exemption status will be done only at the initial examination.

Upon completion of the verification process, the PHA will notify the family of its determination in accordance with the policy in Section 11-I.B., Notification Requirements.

Determination of Compliance

The PHA must review resident family compliance with service requirements annually at least 30 days before the end of the 12-month lease term [24 CFR §960.605(c)(3)]. As part of this review, the PHA must verify that any family member that is not exempt from the community service requirement has met his or her service obligation.

PHA Policy

Approximately 90-120 days prior to the end of the lease term, the PHA will provide written notice requiring the family to submit documentation that all subject family members have complied with the service requirement. The family will have 10 business days to submit the PHA required documentation form(s).

If the family fails to submit the required documentation within the required timeframe, or PHA approved extension, the subject family members will be considered noncompliant with community service requirements, and notices of noncompliance will be issued pursuant to the policies in Section 11-I.E., Noncompliance.

Change in Status between Annual Determinations

PHA Policy

Exempt to Nonexempt Status: If an exempt individual becomes nonexempt during the twelve month-lease term, it is the family's responsibility to report this change to the PHA within 10 business days. Within 10 business days of a family reporting such a change, or the PHA determining such a change is necessary, the PHA will provide written notice of the effective date of the requirement, a list of agencies in the community that provide volunteer and/or training opportunities, as well as a documentation form on which the family member may record the activities performed and number of hours contributed. The effective date of the community service requirement will be the first of the month following 30-day notice.

Determination of Initial Compliance

When an adult family member becomes subject to community service, he or she must perform 8 hours of community service for the months he or she is subject to the requirement before the end of the lease term (anniversary date).

Example 1: Alberto Jones turns 18 on 5/10/15 and is not exempt from the community service requirement. His community service requirement begins on 6/1/15, and his initial compliance is reviewed before the end of the lease term (anniversary date), which is 11/30/15.

Alberto must perform 6 months of community service in his initial compliance period, before the end of the lease term (anniversary date).

Example 2: Lisa Dewhurst leaves her job on 9/20/14 and is not exempt from the community service requirement. Her community service requirement begins on 10/1/14, and her initial compliance is reviewed before the end of the lease term (anniversary date), which is 6/30/15.

Ms. Dewhurst must perform 9 months of community service in her initial compliance period, before the end of the lease term (anniversary date).

Nonexempt to Exempt Status

If a nonexempt person becomes exempt during the twelve month lease term, it is the family's responsibility to report this change to the PHA within 10 business days. Any claim of exemption will be verified by the PHA in accordance with the policy at 11-I.D., Documentation and Verification of Exemption Status.

Within 10 business days of a family reporting such a change, or the PHA determining such a change is necessary, the PHA will provide the family written notice that the family member is no longer subject to the community service requirement, if the PHA is able to verify the exemption.

The exemption will be effective immediately.

Documentation and Verification [24 CFR §960.605(c)(4), §960.607, Notice PIH 2016-08]

The PHA must retain reasonable documentation of service requirement performance or exemption in participant files.

Documentation and Verification of Exemption Status

PHA Policy

All family members who claim they are exempt from the community service requirement will be required to sign the community service exemption certification form found in Exhibit 11-3. The PHA will provide a completed copy to the family and will keep a copy in the tenant file.

The PHA will verify that an individual is exempt from the community service requirement by following the verification hierarchy and documentation requirements in Chapter 7.

The PHA makes the final determination whether or not to grant an exemption from the community service requirement. If a resident does not agree with the PHA's determination, s/he can dispute the decision through the PHA's grievance procedures (see Chapter 14).

Documentation and Verification of Compliance

At each regularly scheduled reexamination, each nonexempt family member presents a signed standardized certification form developed by the PHA of community service and self-sufficiency activities performed over the last 12 months [Notice PIH 2015-12].

If qualifying community service activities are administered by an organization other than the PHA, a family member who is required to fulfill a service requirement must provide documentation required by the PHA. The PHA may require a self-certification or certification form a third party [24 CFR §960.607].

If the PHA accepts self-certification of compliance with the community service requirement, it must provide a form which includes a statement that the client performed the required hours, contact information for the community service provider, a description of activities performed, and dates of service.

If the PHA accepts self-certification, it must validate a sample of certifications through third-party documentation. The PHA must notify families that self-certification forms are available and that a sample of self-certifications will be validated.

HUD strongly encourages PHAs to investigate community service compliance when there are questions of accuracy.

PHA Policy

Each individual who is subject to the community service requirement will be required to record their community service or self-sufficiency activities and the number of hours contributed on the required form. The certification form will also include places for signatures and phone numbers of supervisors, instructors, and counselors certifying to the number of hours contributed.

Families will be required to submit the documentation to the PHA, upon request by the PHA, at least annually.

If the PHA has reasonable cause to believe that the certification provided by the family is false or fraudulent, the PHA has the right to require additional third-party verification.

Noncompliance

Noncompliant Residents

The lease specifies that it is renewed automatically for all purposes, unless the family fails to comply with the community service requirement. Violation of the service requirement is grounds for nonrenewal of the lease at the end of the twelve-month lease term, but not for termination of tenancy during the course of the twelve-month lease term [24 CFR §960.603(b)].

PHAs may not evict a family due to CSSR noncompliance. However, if PHA finds a tenant is noncompliant with CSSR, the PHA must provide written notification to the tenant of the noncompliance which must include:

- A brief description of the finding of non-compliance with CSSR.
- A statement that the PHA will not renew the lease at the end of the current 12-month lease

term unless the tenant enters into a written work-out agreement with the PHA, or the family provides written assurance that is satisfactory to the PHA explaining that the tenant or other noncompliant resident no longer resides in the unit.

- Such written work-out agreement must include the means through which a noncompliant family member will comply with the CSSR requirement [24 CFR §960.607(c), Notice PIH 2015-12].

The notice must also state that the tenant may request a grievance hearing on the PHA's determination, in accordance with the PHA's grievance procedures, and that the tenant may exercise any available judicial remedy to seek timely redress for the PHA's nonrenewal of the lease because of the PHA's determination.

PHA Policy

The notice of noncompliance will be sent at least 45 days prior to the end of the lease term.

The family will have 10 business days from the date of the notice of noncompliance to enter into a written work-out agreement to cure the noncompliance over the twelve-month term of the new lease, provide documentation that the noncompliant resident no longer resides in the unit, or to request a grievance hearing.

If the family reports that a noncompliant family member is no longer residing in the unit, the family must provide documentation that the family member has actually vacated the unit before the PHA will agree to continued occupancy of the family. Documentation must consist of a certification signed by the head of household as well as evidence of the current address of the family member that previously resided with them.

If the family does not request a grievance hearing or does not take either corrective action required by the notice of noncompliance within the required 10 business day timeframe, the PHA will terminate tenancy in accordance with the policies in Section 13-IV.D.

Continued Noncompliance and Enforcement Documentation [24 CFR §960.607(b)]

Should a family member refuse to sign a written work-out agreement or fail to comply with the terms of the work-out agreement, PHAs are required to initiate termination of tenancy proceedings at the end of the current 12-month lease (see 24 CFR §966.53(c)) for failure to comply with lease requirements. When initiating termination of tenancy proceedings, the PHA will provide the following procedural safeguards:

- Adequate notice to the tenant of the grounds for terminating the tenancy and for non-renewal of the lease;
- 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 present any affirmative legal or equitable defense which the tenant may have; and,
- A decision on the merits.

PHA Policy

Notices of continued noncompliance will be sent at least 30 days prior to the end of the lease term and will also serve as the family's termination notice. The notice will meet the requirements for termination notices described in Section 13-IV.D, Form, Delivery, and Content of the Notice.

The family will have 10 business days from the date of the notice of non-compliance to provide documentation that the noncompliant resident no longer resides in the unit, or to request a grievance hearing.

If the family reports that a noncompliant family member is no longer residing in the unit, the family must provide documentation that the family member has actually vacated the unit before the PHA will agree to continued occupancy of the family. Documentation must consist of a certification signed by the head of household as well as evidence of the current address of the noncompliant family member that previously resided with them.

If the family does not request a grievance hearing or provide such documentation within the required 10 business day timeframe, the family's lease and tenancy will automatically terminate at the end of the current lease term without further notice.

PART II: IMPLEMENTATION OF COMMUNITY SERVICE

Overview

Each PHA must develop a policy for administration of the community service and economic self-sufficiency requirements for public housing. It is in the PHA's best interests to develop a viable, effective community service program, to provide residents the opportunity to engage in the community and to develop competencies.

PHA Implementation of Community Service

The PHA may not substitute any community service or self-sufficiency activities performed by residents for work ordinarily performed by PHA employees or replace a job at any location where residents perform activities to satisfy the service requirement [24 CFR §960.609].

PHA Policy

If a disabled resident certifies that s/he is able to perform community service, the PHA will ensure that requests for reasonable accommodation are handled in accordance with the policies in Chapter 2.

PHA Program Design

The PHA may administer qualifying community service or economic self-sufficiency activities directly or may make community service activities available through a contractor, or through partnerships with qualified organizations, including resident organizations, and community agencies or institutions [24 CFR §960.605(b)].

PHA Policy

The PHA will attempt to provide the broadest choice possible to residents as they choose community service activities.

The PHA's goal is to design a service program that gives residents viable opportunities to become involved in the community and to gain competencies and skills. The PHA will work with resident organizations and community organizations to design, implement, assess and recalibrate its community service program.

The PHA will make every effort to identify volunteer opportunities throughout the community, especially those in proximity to public housing developments. To the greatest extent possible, the PHA will provide names and contacts at agencies that can provide opportunities for residents, including persons with disabilities, to fulfill their community service obligations.

The PHA will provide in-house opportunities for volunteer work or self-sufficiency programs when possible.

If a member of the family is participating in the FSS program, the regular meetings with the FSS Specialist will satisfy community service activities.

Reference:

City of Chandler, Public Housing Admissions and Continued Occupancy Policy

Community Service and Self-Sufficiency

A. Background

The Quality Housing and Work Responsibility Act of 1998 requires that all nonexempt (see definitions) public housing adult residents (18 or older) contribute eight (8) hours per month of community service (volunteer work) or participate in eight (8) hours of training, counseling, classes or other activities that help an individual toward self-sufficiency and economic independence. This is a requirement of the public housing lease.

B. Definitions

Community Service – 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, child care 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.

NOTE: Political activity is not acceptable for community service.

PHA Policy

Community Service must be only in the City of Chandler or serving citizens from the City of Chandler.

Self-Sufficiency Activities – self-sufficiency activities include, but are not limited to:

- Job readiness or job training
- Training programs through local one-stop career centers, workforce investment boards (local entities administered through the U.S. Department of Labor), or other training providers

- Employment counseling, work placement, or basic skills training
- Education, including higher education (junior college or college) 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)

Exempt Adult – an adult member of the family who meets any of the following criteria:

- Is 62 years of age or older
- Is blind or a person with disabilities (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, or is the primary caretaker of such an individual
- Is engaged in *work activities*
- Is able to meet requirements under a state program funded under 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 a state-administered welfare-to-work program; or
- Is a member of a family receiving assistance, benefits, or services under a state program
- funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which the PHA is located, including a 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.

PHAs can use reasonable guidelines in clarifying the work activities in coordination with TANF, as appropriate.

Work Activities – as it relates to an exemption from the community service requirement, *work activities* means:

- Unsubsidized employment
- Subsidized private sector employment
- Subsidized public sector employment
- Work experience (including work associated with the refurbishing of publicly assisted housing) if sufficient private sector employment is not available
- On-the-job training
- Job search and job readiness assistance
- Community service programs
- Vocational educational training (not to exceed 12 months with respect to any individual)
- Job skills training directly related to employment

- Education directly related to employment, in the case of a recipient who has not received a high school diploma or a certificate of high school equivalency
- Satisfactory attendance at secondary school or in a course of study leading to a certificate of general equivalence, in the case of a recipient who has not completed secondary school or received such a certificate
- Provision of childcare services to an individual who is participating in a community service Program

C. Requirements of the Program

1. The eight (8) hours per month may be either volunteer work or self-sufficiency program activity, or a combination of the two.
2. At least eight (8) hours of activity must be performed each month or may be aggregated across a year. Any blocking of hours is acceptable as long as 96 hours is completed by each annual certification of compliance.
3. Family obligation:
 - At lease execution, all adult members (18 or older) of a public housing resident family must:
 - Sign a certification (Attachment A) that they have received and read this policy and understand that if they are not exempt, failure to comply with the community service requirement will result in a nonrenewal of their lease; and
 - Declare if they are exempt. If exempt, they must complete the Exemption Form (Exhibit 11-3) and provide documentation of the exemption.
 - Upon written notice from the PHA, nonexempt family members must present complete documentation of activities performed during the applicable lease term. This documentation will include places for signatures of supervisors, instructors, or counselors, certifying to the number of hours contributed.
 - If a family member is found to be noncompliant at the end of the 12-month lease term, he or she, and the head of household, will be required to sign an agreement with the housing authority to make up the deficient hours over the next twelve (12) month period, or the lease will be terminated.
 - At annual reexamination, the family must also sign a certification certifying that they understand the community service requirement.
4. Change in exempt status:
 - If, during the twelve (12) month lease period, a nonexempt person becomes exempt, it is his or her responsibility to report this to the PHA and provide documentation of exempt status.
 - If, during the twelve (12) month lease period, an exempt person becomes nonexempt, it is his or her responsibility to report this to the PHA. Upon receipt of this information the PHA will provide the person with the appropriate documentation form(s) and a list of agencies in the community that provide volunteer and/or training opportunities.

D. Authority Obligation

1. To the greatest extent possible and practicable, the PHA will:
 - Provide names and contacts at agencies that can provide opportunities for residents, including residents with disabilities, to fulfill their community service obligations.
 - Provide in-house opportunities for volunteer work or self-sufficiency activities.
2. The PHA will provide the family with a copy of this policy, and all applicable exemption verification forms and community service documentation forms, at lease-up, lease renewal, when a family member becomes subject to the community service requirement during the lease term, and at any time upon the family's request.
3. Although exempt family members will be required to submit documentation to support their exemption, the PHA will verify the exemption status in accordance with its verification policies. The PHA will make the final determination as to whether or not a family member is exempt from the community service requirement. Residents may use the PHA's grievance procedure if they disagree with the PHA's determination.
4. Noncompliance of family member:
 - At least thirty (30) days prior to the end of the 12-month lease term, the PHA will begin reviewing the exempt or nonexempt status and compliance of family members;
 - If, at the end of the initial 12-month lease term under which a family member is subject to the community service requirement, the PHA finds the family member to be noncompliant, the PHA will not renew the lease unless:
 - The head of household and any other noncompliant resident enter into a written agreement with the PHA, to make up the deficient hours over the next twelve (12) month period; or
 - The family provides written documentation satisfactory to the PHA that the noncompliant family member no longer resides in the unit.
 - If, at the end of the next 12-month lease term, the family member is still not compliant, a 30-day notice to terminate the lease will be issued and the entire family will have to vacate, unless the family provides written documentation satisfactory to the PHA that the noncompliant family member no longer resides in the unit;
 - The family may use the PHA's grievance procedure to dispute the lease termination.

All adult family members must sign and date below, certifying that they have read and received a copy of this Community Service and Self-Sufficiency Policy.

Head of Household Signature

Date

Other Household Member Signature

Date

Other Household Member Signature

Date

Other Household Member Signature

Date

Definition of a Person with a Disability Under Social Security Acts 216(i)(I) and Section 1416 (excerpt) for Purposes of Exemption from Community Service

Social Security Act:

216(i)(1): Except for purposes of sections 202(d), 202(e), 202(f), 223, and 225, the term “disability” means (A) inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or has lasted or can be expected to last for a continuous period of not less than 12 months, or (B) blindness; and the term “blindness” means central visual acuity of 20/200 or less in the better eye with the use of a correcting lens. An eye, which is accompanied by a limitation in the fields of vision such that the widest diameter of the visual field subtends an angle no greater than 20 degrees, shall be considered for purposes of this paragraph as having a central visual acuity of 20/200 or less.

Section 1416 (excerpt):

SEC. 1614. [42 U.S.C. 1382c] (a)(1) For purposes of this title, the term “aged, blind, or disabled individual” means an individual who—

(A) is 65 years of age or older, is blind (as determined under paragraph (2)), or is disabled (as determined under paragraph (3)), and

(B)(i) is a resident of the United States, and is either (I) a citizen or (II) an alien lawfully admitted for permanent residence or otherwise permanently residing in the United States under color of law (including any alien who is lawfully present in the United States as a result of the application of the provisions of section 212(d)(5) of the Immigration and Nationality Act), or (ii) is a child who is a citizen of the United States and, who is living with a parent of the child who is a member of the Armed Forces of the United States assigned to permanent duty ashore outside the United States.

(2) An individual shall be considered to be blind for purposes of this title if he has central visual acuity of 20/200 or less in the better eye with the use of a correcting lens. An eye which is accompanied by a limitation in the fields of vision such that the widest diameter of the visual field subtends an angle no greater than 20 degrees shall be considered for purposes of the first sentence of this subsection as having a central visual acuity of 20/200 or less. An individual shall also be considered to be blind for purposes of this title if he is blind as defined under a State plan approved under title X or XVI as in effect for October 1972 and received aid under such plan (on the basis of blindness) for December 1973, so long as he is continuously blind as so defined.

(3)(A) Except as provided in subparagraph (C), an individual shall be considered to be disabled for purposes of this title if he is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than twelve months.

PHA Determination of Exemption for Community Service

Family: _____

Adult family member: _____

This adult family member meets the requirements for being exempted from the PHA's community service requirement for the following reason:

- 62 years of age or older. (*Documentation of age in file*)
- Is a person with disabilities and self-certifies below that he or she is unable to comply with the community service requirement. (*Documentation of HUD definition of disability in file*)

Tenant certification: I am a person with disabilities and am unable to comply with the community service requirement.

Family Member Signature

Date

- Is the primary caretaker of such an individual in the above category. (*Documentation in file*)
- Is engaged in work activities. (*Employment Verification in file*)
- Is able to meet requirements under a state program funded under 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 a state-administered welfare-to-work (*Documentation in file*)
- Is a member of a family receiving assistance, benefits, or services under a state program funded under part A of title IV of the Social Security Act, or under any other welfare program of the state in which the PHA is located, including a 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 (*Documentation in file*)

Head of Household Signature

Date

Housing Specialist Signature

Date

Grievance Procedure for Conventional and Scattered Site Public Housing Programs

The purpose of this grievance procedure is to set forth the requirements, standards and criteria established and implemented by the City of Chandler Housing and Redevelopment Division (hereafter referred to as the PHA) to assure that tenants in the Conventional and Scattered Site public housing program are afforded an opportunity for a hearing if the individual disputes, within a reasonable time, any action or failure to act involving the tenant's lease with the PHA or a PHA regulation which adversely affects the individual's tenant rights, duties, welfare or status.

This procedure is meant to be used in conjunction with the City of Chandler Housing and Redevelopment Admissions and Continued Occupancy Policy (ACOP), Chapter 14, Part III.

CHAPTER 2 APPLICABILITY

The grievance procedure outlined herein shall be applicable to all individual grievances, as defined by HUD as a tenant and resident organization, between the tenant and the PHA.

This grievance procedure shall not apply to any grievance concerning an eviction or termination of tenancy based upon any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the PHA or any drug-related criminal activity on or off the premises. This procedure shall apply to all other eviction actions.

This grievance procedure shall not be applicable to:

- A. disputes between tenants not involving the PHA, or to class grievances.
- 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.

This grievance procedure is incorporated 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, setting forth 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)].

CHAPTER 3 DUE PROCESS DETERMINATION

The PHA is located in a HUD-declared due process state. Therefore, the PHA will not offer grievance hearings for lease terminations involving:

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

(See City of Chandler, Admissions and Continued Occupancy Policy (ACOP), chapter 14-III.C. Applicability; [24 CFR 966.51])

The PHA may evict the occupants of the dwelling unit through the judicial eviction procedures, which are the subject of the determination. In this case, the PHA is not required to provide the opportunity for a hearing under the PHA's administrative grievance procedure.

CHAPTER 4 DEFINITIONS

- A. Grievance shall mean any dispute, which a tenant may have with respect to PHA action or failure to act in accordance with the individual tenant's lease or PHA regulations which adversely affect the individual tenant's rights, duties, welfare or status.
- B. Complainant shall mean any tenant in the Conventional or Scattered Site program whose grievance is presented to the PHA.
- C. Due process determination means 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. HUD has issued a due process determination that entitles the PHA to exclude from the PHA administrative grievance any grievance concerning a termination of tenancy or eviction that involves criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the PHA or any drug-related criminal activity on or near such premises.
- D. Elements of due process means an eviction action or a termination of tenancy in a State or local court in which the following procedures are required:
 - 1. Adequate notice to the tenant of the grounds for terminating the tenancy and eviction;
 - 2. Right of the tenant to be represented by counsel;

3. Opportunity for the tenant to refute the evidence presented by the PHA including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have;
 4. Right of the tenant to examine, before the grievance hearing, any PHA documents including records and regulations that are directly relevant to the hearing.
 5. A decision on the merits.
- E. Hearing Officer means an impartial person selected to hear grievances and render a decision with respect thereto.
- F. Hearing Panel means a panel selected to hear grievances and render a decision with respect thereto.
- G. Informal settlement conference shall mean a meeting between the complainant and the Housing and Redevelopment Senior Manager and or their designated representative. The PHA has sole discretion to determine the method of conducting the informal settlement conference. Included in the methods are remotely, in-person, or telephonic conference.
- H. Informal hearing shall mean a due process hearing before an impartial hearing officer, who may be an employee or official of the PHA who is not involved in the day-to-day administration of the public housing program.
- I. Tenant means the adult person (or persons) (other than a live-in aide):
1. Who resides in the unit, and who executed the lease with the PHA as lessee of the dwelling unit, or, if no such person now resides in the unit,
 2. Who resides in the unit, and who is the remaining head of household of the tenant family residing in the dwelling unit.
- J. Resident organization includes a resident management corporation.

CHAPTER 5

CHAPTER 6 GRIEVANCE PROCESS

The grievance process shall consist of all these three (3) steps:

1. Filing of a grievance with the PHA;

2. Meeting with Housing Division Management in an informal settlement conference; and
3. If the issue is still not resolved, the holding of an informal hearing.

CHAPTER 7 INFORMAL SETTLEMENT OF GRIEVANCE

The PHA has the option to conduct the informal settlement via writing only, or it may be conducted remotely, telephonically, or in person. The PHA has the sole discretion regarding the method of an informal settlement.

A request for an informal grievance settlement will be accepted by the PHA orally or in writing, including email requests. The request should include the reason(s) for the appeal. The request shall be signed and dated by the tenant, no later than ten (10) working days after the receipt of determination giving rise to the Grievance, so that the grievance may be discussed informally and settled without a hearing.

Grievances related to complaints about operations matters that are received by the PHA's central office will be referred to the Housing Assistance Senior Program Manager. Grievances involving complaints related to discrimination, harassment, or disability rights will be referred to the Housing and Redevelopment Senior Manager.

As soon as the grievance is received, it will be reviewed by the COCHRD management team or delegate to be certain that neither of the exclusions in "APPLICABILITY" applies to the grievance. Should one of the exclusions apply, the complainant will be notified in writing that the matter raised is not subject to the PHA's grievance procedure with the reason specified.

CHAPTER 8 NOTIFICATION TO TENANT

If neither of the exclusions cited above apply, the complainant will be contacted by mail or email **within 10 business days** to arrange a mutually convenient time to meet so the grievance may be discussed informally and settled without a hearing. At the informal settlement, the complainant will present the grievance and the person in charge of the management office or the Civil Rights Administrator will attempt to settle the grievance to the satisfaction of both parties.

The notification will include the following:

- A. Acknowledgment of the request for informal grievance settlement meeting
- B. Method of conducting the meeting (in-person, remotely, in-person, or telephonically)
- C. Date and time of the settlement meeting

The notification will include instructions to the tenant as well as the outcome for failure to attend.

- A. If telephonic, the tenant must accept the phone call at the designated time.
- B. If via remote process, the tenant must be online and access the email invitation to the online meeting.
- C. If in-person, the tenant must be on time for the meeting.

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.

Failure to attend the informal grievance settlement meeting does not affect the tenant's right to request a formal hearing.

CHAPTER 9 INFORMAL GRIEVANCE SETTLEMENT DETERMINATION

After the informal settlement meeting, a summary of such discussion shall be prepared in writing within five (5) business days and one copy shall be given to the tenant and one retained in the PHA's tenant file. The summary shall specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complainant and the specific reasons therefore and shall specify the procedures by which a hearing may be obtained if the complainant is not satisfied. All grievances and copies shall be signed and dated at time of receipt by the PHA.

CHAPTER 10 PROCEDURES TO OBTAIN A HEARING

If the complainant is not satisfied with the PHA's response, the complainant shall submit a written request for a hearing to the PHA within ten (10) days after receipt of the summary of discussion.

The written request shall specify:

- A. The nature of the grievance and grounds upon which it is based; and
- B. The action or relief sought.

Within ten (10) working days after receipt of the request, the PHA shall contact the complainant to schedule 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 shall be delivered to the complainant and the appropriate PHA official. The PHA shall expeditiously forward the complainant's file to the person appointed as hearing officer.

CHAPTER 11 SELECTION OF HEARING OFFICER OR HEARING PANEL

A grievance hearing shall be conducted by an impartial person or persons who are appointed by the PHA, other than a person who made or approved the PHA action under review or a subordinate of such person. Such individual or individuals do not need legal training. PHAs must describe their policies for selection of a hearing officer in their lease forms as required by §966.4. This person may be an officer of the PHA or an employee of the PHA or contractor, or another PHA. The PHA must include the method of selection in the Public Housing lease.

CHAPTER 12 FAILURE TO REQUEST HEARING

If the tenant fails to request a hearing, the PHA informal grievance summary and/or eviction action is final. Failure to request a hearing does not constitute a waiver by the tenant of his/her right to contest the action in a court of law.

CHAPTER 13 EXPEDITED GRIEVANCE PROCEDURE

Currently, the PHA does not offer expedited grievances

CHAPTER 14 SCHEDULING HEARINGS [24 CFR 966.56(A) AND (B)]

When a complainant submits a timely request for a grievance hearing, within ten (10) business days, the PHA will contact the complainant and the hearing officer to schedule the hearing as expeditiously as possible.

The PHA staff member will send written notice of the hearing date and time to the complainant. Notice to the complainant will be in writing, either personally delivered to the complainant, or sent by mail or email, return receipt requested.

The notice will include the following:

- A. Acknowledgment of the request for informal grievance settlement meeting
- B. Method of conducting the meeting (in-person, remotely, in-person, or telephonically)
- C. Date and time of the settlement meeting
- D. That the PHA will provide technical assistance prior to and during the hearing, if needed; and
- E. 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 tenant may request to reschedule a hearing on a one-time basis. Should the complainant need to reschedule a second time, he or she may 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 prior to the hearing date.

CHAPTER 15 REMOTE HEARINGS

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

The PHA has the sole discretion to require informal hearings be conducted remotely.

Remote hearings as a standard of customer service and convenience, will allow the PHA to provide a reasonable accommodation for a person with a disability, if an applicant does not have childcare 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.

CHAPTER 16 CONDUCTING REMOTE GRIEVANCE HEARINGS [PIH 2020-32; 28 CFR §35.104]

The PHA must ensure that the tenant has the right to hear and be heard.

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.

COCHRD ACOP, Chapter 14-III.G., Remote Hearings, Conducting Remote Grievances Hearings, includes the following local policy:

PHA Policy

The PHA will conduct remote grievance hearings via videoconferencing or telephone conferencing.

If the grievance will be conducted via videoconferencing, the PHA will ensure the following:

- All tenants, tenant's representatives, witnesses, and PHA representatives can adequately access the platform (i.e., hear, be heard, see, and be seen).
- All parties who must have necessary documentation from the PHA have received it and makes it available for the grievance via hand delivery, US mail, and/or email.
- At least 48 hours in advance of the grievance, all parties have received the documentation to be presented.
- At least 48 to 72 hours in advance of the grievance, all parties have received information on how to access the video or telephone conference.
 - At least 24 hours before the scheduled hearing, the PHA has tested the access with the participants to ensure on the day and time of the grievance, delays due to inability to access will be at a minimum.

CHAPTER 17 PROCEDURES GOVERNING THE HEARING [24 CFR §966.56]

24 CFR §966.56 (a) states, "The hearing must be scheduled promptly for a time and place reasonably convenient to both the complainant and the PHA and held before a hearing officer.

A written notification specifying the time, place, and the procedures governing the hearing must be delivered to the complainant and the appropriate official.

The hearing shall be held before a hearing officer or hearing panel, as appropriate. The complainant shall be afforded a fair hearing under the elements of due process, which will include:

- A. The opportunity to examine before the hearing any PHA documents, including records and regulations, that are directly relevant to the hearing. The tenant is allowed to copy any such document at the tenant's expense. If the PHA does not make the document available for examination upon request by the complainant, the PHA may not rely on such document at the grievance hearing.
- B. The right to be represented by counsel, or other person chosen as the tenant's representative, and to have such person make statements on the tenant's behalf.
- C. The right to a private hearing unless the complainant requests a public hearing.
- D. The right to present evidence and arguments in support of the tenant's complaint, to 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 pertinent to the facts and issues raised by the complaint, and to question any witnesses.

The complainant or the PHA may arrange in advance for a transcript of the hearing at the expense of the party making the arrangement. Any interested party may purchase a copy of the transcript [24 CFR 966.56(e)].

If the complainant or the PHA fails to appear at a scheduled hearing, the hearing officer or hearing panel may make a determination to postpone the hearing not to exceed five business days or may make a determination that the party has waived his right to a hearing.

- A. If the tenant does not appear at the scheduled time of the hearing, the hearing officer will wait up to 20 minutes. If the tenant appears within 20 minutes of the scheduled time, the hearing will be held. If the tenant does not arrive within 20 minutes of the scheduled time, they will be considered to have failed to appear.
- B. 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.
- C. "Good cause" is defined as an unavoidable conflict, which seriously affects the health, safety, or welfare of the family.

Both the complainant and the PHA shall be notified of the determination by the hearing officer or hearing panel: provided that a determination that the complainant has waived his right to a hearing shall not constitute a waiver of any right the complainant may have to contest the PHA's disposition of the grievance in an appropriate judicial proceeding.

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

The hearing officer shall require the PHA, the complainant, counsel and other participants to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party as appropriate.

The decision of the hearing officer must be in writing, must be based solely on evidence provided at the hearing, and must state the legal and evidentiary grounds for the decision.

Copies of the decision shall be provided to the PHA and the complainant not later than ten (10) working days after the hearing. To the extent that the decision is not inconsistent with state law, the United States Housing Act of 1937, as amended; HUD regulations and requirements promulgated thereunder; the PHA Annual Contributions Contract; or the Dwelling Lease and Occupancy Policy of the Conventional housing program; the decision of the hearing officer shall be binding on the PHA and the complainant, provided, however, that nothing contained in this grievance procedure shall preclude a complainant from exercising other rights if the complainant believes he/she is being discriminated against on the basis of race, color, creed, religion, sex or national origin.

CHAPTER 18 ACCOMMODATIONS OF PERSONS WITH DISABILITIES

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 must be in an accessible format. [24 CFR 966.56(f)]

CHAPTER 19 ENSURING ACCESSIBILITY FOR PERSONS WITH DISABILITIES AND LEP INDIVIDUALS

As with in-person informal settlement of Grievances and hearings, the method for conducting remote informal settlement of Grievances and hearings must be accessible to persons with disabilities and the settlement/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 settlement of Grievances and hearings.

PHAs are required to make reasonable accommodations in policies, practices, and procedures to ensure persons with disabilities have a full and equal opportunity to participate in and benefit from all aspects of the informal settlement/hearing process. See Chapter 2 for a more detailed discussion of reasonable accommodation requirements.

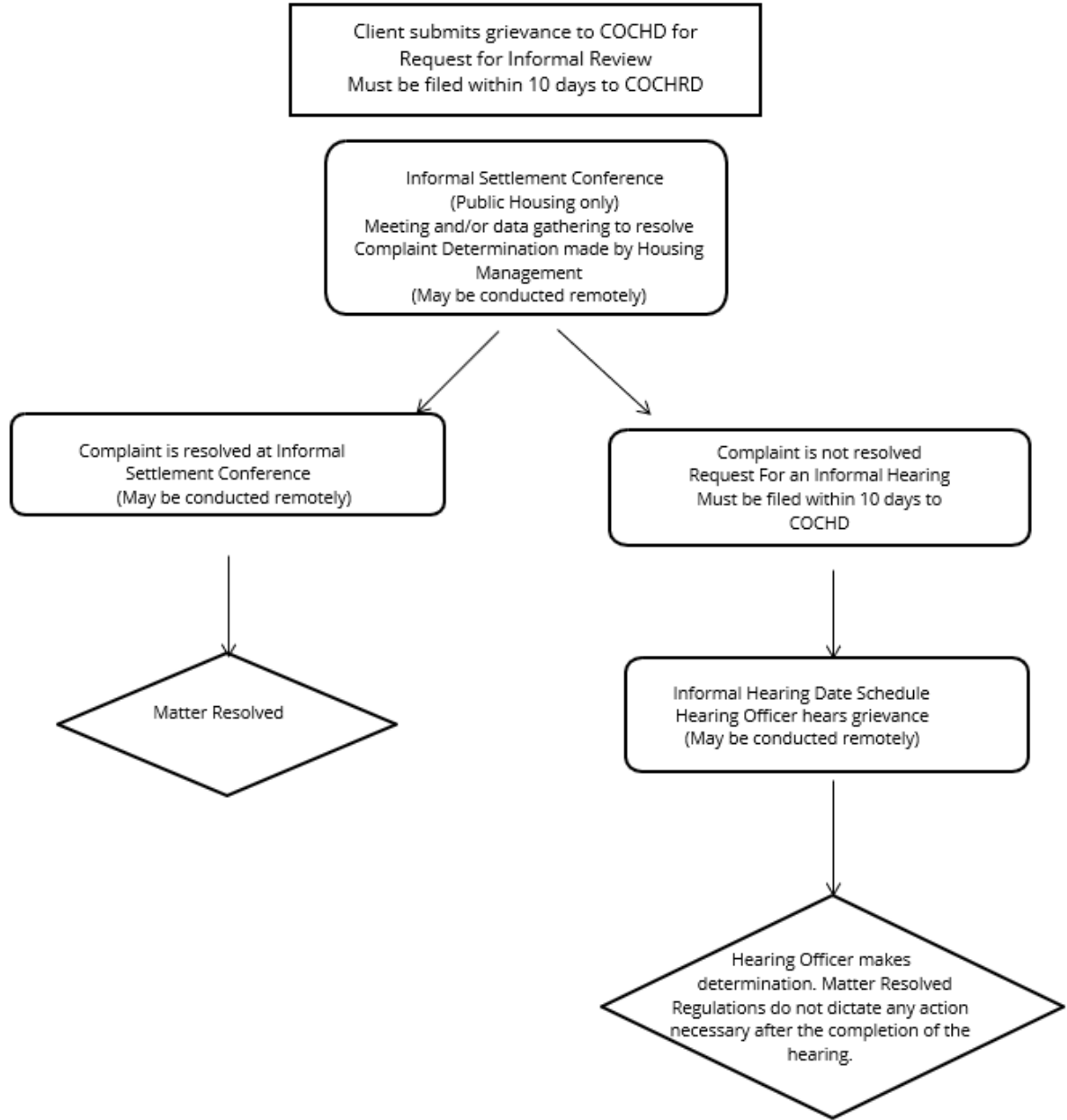
If no method of conducting a remote informal settlement of Grievances or hearings is available that appropriately accommodates an individual's disability, the PHA may not hold against the individual his or her inability to participate in the remote settlement/hearing, and the PHA should consider whether postponing the 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 settlements/hearings, Limited English Proficiency (LEP) requirements also apply to remote informal settlements/hearings, including the use of interpretation services and document translation. See ACOP, Chapter 2 for a more thorough discussion of accessibility and LEP requirements, all of which apply in the context of remote informal settlements/hearings, as well as "Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons," issued January 22, 2007, and available at:

portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/promotingfh/lep-faq.

City of Chandler Housing and Redevelopment Division (COCHRD)



House Rules for Public Housing

The House Rules (“Rules”) of the City of Chandler Housing and Redevelopment Division (the “City’s Housing Office”) are incorporated into the Lease by reference. Tenants agree to comply with the Rules, Admissions and Continued Occupancy Policy (ACOP) and Lease. These Rules are reasonably related to the safety, care and cleanliness of the building, and the safety, comfort and convenience of the tenants. Failure to comply may lead to lease termination.

I. CITY OF CHANDLER’S HOUSING RESPONSIBILITIES:

- A. These Rules will be applied fairly and uniformly to all tenants.
- B. City’s Housing staff and representatives/designees of the U.S. Department of Housing and Urban Development (“HUD”) will inspect each unit at least annually to determine compliance with Uniform Physical Conditions Standards (“UPCS”). Upon completion of an inspection, Housing staff will inform the tenant the specific correction(s) required for unit compliance. If the first inspection finds areas of non-compliance, Housing staff will inform the tenant that training is available if needed for compliance. Housing staff will schedule a second inspection within a reasonable period of time. Failure of a second inspection constitutes a serious violation of the Lease. Housing staff has the right to inspect as many times as it deems necessary, with appropriate notice to the tenant.

II. TENANT’S RESPONSIBILITIES:

A. THE TENANT IS REQUIRED TO ABIDE BY THESE RULES. FAILURE TO ABIDE BY THE RULES MAY RESULT IN TERMINATION OF THE LEASE.

B. OUTSIDE THE UNIT, the tenant must:

- 1) Keep the yard free of debris and trash. Exterior walls should be free of graffiti. Grease shall not be dumped on the exterior walls or grounds.
- 2) Not damage the lawns or landscaping on the premises.
- 3) Keep the front and rear patios, concrete slabs and steps clean and free of hazards. Any items stored on the patio must not impede access to the unit.
- 4) Keep the sidewalks clean and free of hazards.
- 5) Ensure that doors, windows and walls are kept clean and are not defaced.
- 6) Not hang clothes and other items from trees, windows, bushes, patios, railings, etc., but only from designated clotheslines.
- 7) Not hang or allow to be hung, wires or ropes from the windows, trees, or any other structure near a building.
- 8) Obtain prior approval from the housing office, before installing a satellite dish, cable, telephone or internet. If approval was not obtained, the tenant will be responsible for all damages and any charges associated with the removal, rerouting or repair from housing or

the service provider. If approval is obtained, the tenant will refer to the installation guidelines for specific instructions.

- 9) Not to nail door wreaths into apartment doors. Tenants must use appropriate hangers, suction devices, or tape that will not damage the door finish.
- 10) Remove all seasonal decorations within three weeks after the celebrated holiday.
- 11) Not to place trampolines in the yards.
- 12) Not to place, use, keep, store, or maintain any upholstered furniture not manufactured for outdoor use, including, without limitation, upholstered chairs, upholstered couches, and mattresses, in any outside areas. Patio furniture must be in good condition.
- 13) Not have pools on any City's Housing property due to insurance restrictions.
- 14) Not use fire pits, fireplaces or chimneys (chimineas) on property.
- 15) Not have bounce houses or large inflatable play structures on any COCHRD property.
- 16) Not to place, use, keep, store, or maintain any inoperable outside cooking devices. Operable outside cooking devices must be used at a safe distance from the building to avoid any potential fire hazards. Outside cooking devices must not be stored in the common areas.
- 17) Not to use trees or gas meters for bike racks. Do not tie, lock, or attach bikes to a tree or a gas meter.
- 18) Not to use gas meter for any purpose. Do not use the gas meter or pipes to hang towels, rags, mops, brooms, etc.
- 19) Not to have garage/yard/patio sales.
- 20) Not to have more than four (4) potted plants. Each container shall not exceed a circumference of 12" and no taller than 12" (applicable only to family sites).
- 21) Not to make any alterations to the exterior of the building.
- 22) (Kingston Arms only) Keep the laundry area clean and neat. This includes removing lint from dryers and washers after each use. The equipment may only be used to wash and dry clothing or bedding. No other uses are permitted such as dyeing of fabric, etc.

C. INSIDE THE UNIT, THE TENANT MUST:

- 23) Not to make any alterations to the interior of the unit, this includes installing carpeting, painting, or alteration of walls, cabinets or other items without prior written consent.
- 24) Maintain the interior conditions of the unit by the following housekeeping standards:
 - a) Walls and baseboards: should be clean, free of dirt, grease, holes, and cobwebs
 - b) Floors: should be clean, dry and free of hazards, litter, and dirty clothes.
 - c) Ceilings: should be clean and free of cobwebs.
 - d) Windows: should be clean. Curtain hardware, shades and blinds should be intact.
 - e) Woodwork: should be clean, free of dust, gouges, or scratches.
 - f) Doors: should be clean, free of grease, gouges and scratches. Locks must all work.
 - g) Return air grille should be cleaned monthly.

h) Trash must be disposed of properly when the trash can(s) are full and not be left in the unit.

i) Entire unit should be free of rodent or insect infestation.

j) Kitchen—

(i) Stove/Oven/Countertops: should be clean and free of food and grease.

(ii) Refrigerator and Freezer: should be clean.

(iii) Cabinets: should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets shall not be overloaded. Storage under the sink should be limited to small number of lightweight items to permit access for repairs. Heavy pots and pans must not be stored under the sink.

(iv) Range Hood/Exhaust Fan: should be free of grease, food particles, and dust.

(v) Sink: should be clean, free of grease and garbage. Dirty dishes must be washed and promptly put away.

(vi) Floor: should be free of spills from food and liquids. Floor must be clean including the bottom edge under the cabinets and appliances.

(vii) Food storage areas: should be neat and clean and free from spilled food.

(viii) Trash/garbage: must be stored in a covered container until removed to the disposal area.

k) Bathroom—

(i) Toilet and tank: should be clean and odor free.

(ii) Tub and shower: should be clean and free of excessive mildew and mold. Shower curtains should be in place, and of adequate length to prevent damage by moisture.

(ii) Bathroom sink: should be clean

(i) Exhaust fans: should be free of dust.

(ii) Floor should be clean and dry including baseboard areas.

l) Storage Areas—

(i) Linen closet: should be neat, organized and clean.

(ii) Other closets: should be neat, organized and clean.

(iii) Other storage areas: should be neat, organized, clean and free of hazards.

25) Highly flammable materials must not be stored in the unit.

26) Tenants must not install a waterbed, except for documented medical requirements related to a specific disability. In such case, the tenant must provide proof of insurance and will be held responsible for all damages to COCHRD property resulting from water leak or other defects.

27) Tenants must not block emergency exits.

D. OUTSIDE THE FAMILY SCATTERED SITE UNIT:

The standards in Section D apply to scattered site developments only:

1) Patios (front and rear): no items are to be stored on the patio.

2) Fences: Must be kept free of vegetation and debris.

3) Cut and trim the grass or shrubbery in a timely manner pursuant to the Landscaping Policy.

E. BUSINESS ESTABLISHMENT ON THE PREMISES:

The tenant must not have any business or display signs of any type on the premises without the prior written approval of CCHRD.

F. NOISE:

Tenants must exercise good judgment and thoughtfulness for others while playing musical instruments, recording devices, radios, TV, computers and other audio equipment. Any noise disturbance identified within 20 feet of a tenant's apartment shall constitute a violation of the lease.

G. PEST CONTROL:

City's Housing staff provides regularly scheduled treatment for common pests. A refusal of service will result in a charge to the tenant. Resident pet owners are responsible for the safety and health of their pets, and to secure the pet during the pest control treatment. Unsecured pets may result in a charge to the tenant.

Tenants are encouraged to inspect secondhand items before bringing the items home.

Tenants are asked to notify the City's Housing Office if pest control treatment is needed. When treatment is scheduled, the tenant must remove items from cabinets, etc. as requested and follow all instructions of City's Housing staff or other pest control applicators. If a pest control problem is found by Housing staff during a unit inspection, Housing staff may declare that an emergency condition exists and immediately perform pest control in the dwelling unit without further notice to the tenant. If the unit is determined to be uninhabitable due to infestation, City's Housing Office will immediately contact the tenant.

If tenant allows a severe infestation to develop or fails to fully cooperate with the treatment plan will be considered a health and safety violation and cause for termination.

H. NO TRESPASS NOTICES:

The head of the household, household members, guests or visitors must not permit persons who have received a "No Trespass" notice from City's Housing Office to be in the unit. Housing staff will send a copy of the "No Trespass" notice to the head of the household and all adult members on the Lease at the same time it sends the letter to the person who is being warned about trespassing.

I. REFUSE AND TRASH:

Tenants must place all garbage, trash, and food waste in containers approved or provided by City's Housing Office and maintained in a sanitary and safe manner. Tenants must not set garbage outside units in non-garbage areas or containers at any time.

- 4) Scattered Site Development Only: Tenants who have trash cans/containers must keep the trash cans stored away from public view. Tenants must keep the doors to any shed or garage closed when they are not in use.
- 5) Tenants must refrain, and assure that household members and guests refrain, from littering or leaving trash and debris in any common areas, including all door stoops, patios, yards and dumpster enclosure areas.

J. CURFEW:

- 1) City of Chandler City Code, Section 11.1.1 – Curfew Hours – For Minors, *Offenses*:
 - (A) 10:00 p.m. to 5:00 a.m (of the following day). - Minors under the age of sixteen (16) years are not allowed to be in, about, or upon any place in the City away from the property where the youth resides
 - (B) 12:00 a.m. and 5:00 a.m. (of the following day). Minors, age sixteen (16) years to under eighteen (18) years, are not allowed to be in, about, or upon any place in the City away from the property where the youth resides.
 - (C) It is unlawful for a parent or guardian of a minor to knowingly permit, or by insufficient control, allow a minor to violate subsection 11-1.1.

K. MISCELLANEOUS:

- 1) The tenant must:
 - (i) Not waste or use unreasonable amounts of water that the City Housing Office pays for. Car washing is prohibited on the properties located at 130 North Hamilton, 210 North McQueen, 73 South Hamilton, 127 North Kingston and 660 South Palm Lane.
 - (ii) Be held strictly responsible for any loss or damage to his/her and other units resulting from overflow of sinks, bathtubs or basins in his/her unit. Tenants are responsible for the condition of their units.
 - (iii) Immediately report to the housing office any accident, damage or loss of any kind to water pipes, toilets, drains, fixtures or other City's Housing property, and any mold or mildew.
 - (iv) Not use a stove or oven to heat the unit.
- 2) Not duplicate any unit keys. The head of the household is responsible for all keys City's Housing Office issues to them. The head of the household must make the request, if any household member needs extra keys.
- 3) Not receive mail addressed to persons who are not named in the Lease. Residents are not allowed to let anyone who is not an approved family member to use the address for any purpose, including receiving mail or deliveries.

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- 4) Not install any dead bolts, door chains, or door guards.
- 5) Keep the water heater closet free of debris, motor vehicle parts, tires, and flammable materials, including lighter fluid, gasoline, or kerosene, and their containers. All stored items must have a 12 inch clearance from the hot water heater. Tenants in violation of this rule will receive a written warning for a first offense. Upon a second offense, City's Housing staff will not permit tenant access to the hot water heater closet.
- 6) Purchase a mailbox key for the cluster box located at their location from the post office within 30 days of the move in date in order to receive mail.

[Type here]

I/We have read and understand these House Rules and agree to abide by them during my/our residency.

SIGNATURE(S):

Address: _____

Head of Household Signature

Date

Other Adult Household Member Signature

Date

Other Adult Household Member Signature

Date

Other Adult Household Member Signature

Date

Landscaping Policy Scattered Site Housing

The City of Chandler Housing and Redevelopment Division is pleased to provide well maintained housing that adds to the overall quality of the neighborhoods where their homes are located. The purpose of this policy is to make certain that tenants are aware of their responsibilities as they pertain to maintaining the visual appearance of their residence.

Tenant Responsibilities

All tenants on the City of Chandler Housing and Redevelopment Division Scattered Site dwelling lease shall comply with the following:

Tenants will be responsible for the upkeep and maintenance of all areas of landscaping on the dwelling premises including but not limited to the front, sides, back yards and alleyways. This includes maintaining sidewalk, patios and driveways to be free of vegetation, rocks, and debris.

1. Tenants will be responsible for all yard work, including but not limited to mowing, trimming, watering, trash/litter pickup and general upkeep to ensure that their landscaping is always maintained in good condition.
 - Good condition is defined as no vegetation protruding through any desert landscaping, commonly referred to as decomposed granite or a similar product.
 - If there is a turf lawn, the grass should not exceed a height of more than four (4) inches.
 - Other vegetation (weeds) should not be present in the turf areas or non-turf areas.
 - Final determination of specific tenant questions regarding the condition of their landscape will be the responsibility of the Housing Staff or their representatives/subcontractors.
 - During the wet season, tenants need to be proactive about weeds and weed removal.
2. Tenants will be responsible for the purchase and maintenance of all equipment, mowers, hoses, sprinkler systems, tools, chemicals, fertilizers, and/or other necessary items required to maintain the landscaping in good condition.
3. Tenants will dispose of all garbage, rubbish, landscaping clippings or trimmings in approved city refuse containers supplied by the City of Chandler Solid Waste Department and will not allow such items to accumulate on the premises.
4. Tenants will maintain an appropriate watering schedule that indicates an awareness of the need to conserve water and still maintains an adequate water supply to support the landscaping in a healthy condition.
5. Tenants will maintain the property in a clean and weed free manner. The tenant may remove weeds by physical means or by the use of chemicals. This will be done as often as necessary to control weeds.

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- 6. Tenants are not to park or store any type of motor vehicle on the yard (landscaping).
- 7. Tenants are required to report (request a work order) on any dead shrubs, trees or large vegetation.

LANDSCAPING NEGLECT, DAMAGE AND REPAIR

Tenant shall use reasonable care to maintain all of the landscaping in a neat and healthy condition. Failure of tenant to do so shall constitute neglect, and the tenant will be held financially responsible for the upkeep, repairs or replacement required to remedy this neglect.

LEASE VIOLATION

Tenant will receive a lease violation notice (typically a door hanger notice) and will have 3 days to correct the problem. On the 4th day, housing staff or their representative will do a follow up check of the property. If the problem is corrected, no other notice or steps are required. If the problem is not corrected either housing maintenance staff or a landscape company will be sent out, at the tenants expense, to correct all landscape issues.

MULTIPLE VIOLATIONS OF THE LANDSCAPING POLICY

Multiple violations are defined as any tenant that has received more than two landscape lease violations in a continuous twelve (12) month period. Multiple violations of the Landscape Policy may result in eviction.

I have received, read and understand the above policy provision regarding the maintenance of the landscaping and agree to abide by these provisions. I have also received, read and understood the landscape guidelines.

Head of Household Signature

Date

Other Adult Household Member Signature

Date

Other Adult Household Member Signature

Date

Scattered Site Housing Program Landscaping Guidelines

What Constitutes a Weed?

- **Desert Landscape Areas**

Any valueless, troublesome or noxious living plant material (including all grasses) growing in an area not designated as or intended for planting or growing. This would exclude trees, shrubs or flowers approved by and planted by the Housing Division.

- **LAWN AREAS**

Any valueless, troublesome or noxious living plant material (including all grasses) growing in an area designated as or intended solely for grass/turf. This would exclude trees, shrubs or flowers approved by and planted by the Housing Division.

WHAT SIZE OF WEED OR AMOUNT OF WEEDS CONSTITUTES A LEASE VIOLATION?

- **Desert Landscape (granite)**

Any weed(s) that exceeds three (3) inches in height, or that covers, or in combination covers, more than one square foot of the yard space. Yard space is defined as any area of the front yard, side yard or back yard intended to have only granite as the main ground cover.

- **Lawn (grass/turf)**

Any weed that exceeds three (3) inches in height cover or in combination covers more than one square foot of the lawn area. Lawn area is defined as any area intended to have grass/turf as the main ground cover.

- **Non-vegetated soil-dirt (This is permitted in backyards only)**

Any weed that exceeds three (3) inches in height, or more than one square foot of the yard space.

- **ALLEYS**

Any weed that exceeds three (3) inches in height and /or cover or in combination covers more than one square foot of the area located on the alley side of the wall, within the boundaries of the property lines, and to the centerline of the alley.

- **SIDEWALKS, DRIVEWAYS, GUTTERS AND CURBS**

Any weed that grows in a control joint, expansion joint, or crack located in any portion of the sidewalk, driveway, gutter or curb, within the boundaries of the property lines.

What Are the Tenants Responsibilities Pertaining to the Landscape?

- **Weeds**

Tenants will remove all weeds from all areas (as defined above) by either physical means, or by the use of chemicals. This will be done as often as necessary to control weeds.

- **Lawns**

Tenants will remove all weeds from all areas (as defined above) by either physical means, or by the use of chemicals. This will be done as often as necessary to control weeds and meet above requirements.

Tenants will mow grass areas as often as necessary to keep grass at a height not to exceed 4". If tenant does not use a mower with a bag attachment or a mower that mulches, then tenant must rake up and properly dispose of all grass clippings immediately after mowing. Grass clippings are not to be stored on the property. Tenants will provide sufficient water to keep grass healthy and green.

- **Trees**

Tenants will keep all trees trimmed to a bottom height of at least 7'. Housing Maintenance will complete any other tree trimming. Tenant will report any dead branches (above 7') or dead trees to the Housing Office as soon as discovered. Tenant will remove all tree cuttings from the yard and properly dispose of. Tree trimmings are not to be stored on the property. Tenants will provide sufficient water to keep trees healthy and green.

- **Shrubs**

Tenants will keep all shrubs trimmed as appropriate for each particular type shrub. Shrubs near the house will not exceed total height greater than the height of the windowsills. Shrub trimmings will be picked up and properly disposed of, and not stored on the property. Questions regarding height should be directed to Housing Maintenance. Tenants will provide sufficient water to keep shrubs healthy and green.

- **Front & Back Yards**

Yards are to be kept free of trash and debris at all times. Tenants will not allow garbage, rubbish, or landscaping debris to accumulate on the premises. Tenants will not store construction materials, landscape materials, auto & motorcycle or bicycle parts on the premises. Tenants will not park or store any type of motor vehicle on any landscaped area.

- **Alleys**

Tenants will keep the portion of the alley that extends from property line to property line, and to the centerline of the alley. Tenant will not store or allow to be stored any type of debris on this portion of the alley. Tenant will keep weeds and grass within the policy as stated above.

- **Trash & Recycling Containers**

Tenant will keep both trash and recycling containers in the back yard except on the day of pickup. Containers set out the day off collection must be returned by the end of the day. Containers are not to be stored anywhere in the front of the property, including garages or carports.

- **Lawn, Shrub, and Tree Care**

Tenants will maintain an appropriate watering and fertilizing schedule to keep lawns, shrubs, and trees healthy and green.

- **Adding or Removal of Trees, Shrubs, Plants, Flowers, and Grass.**

Without written consent from the Maintenance Supervisor (through a "Request for Alteration" form) tenants will not plant, or remove plantings (trees, shrubs, plants, grass, etc.) from the property.

Maintenance Policy

The City of Chandler Housing and Redevelopment's (the "City's Housing Office") maintenance section is responsible for managing the maintenance function in the most cost effective manner possible while maximizing the useful life of housing properties and providing the best service to tenants. The following policy statements are designed to establish the structure of an effective and efficient maintenance system:

1.0 COMPONENTS OF A MAINTENANCE SYSTEM

The maintenance system shall include certain components:

- A. A system of priorities for work requests;
- B. Comprehensive working procedures;
- C. Performance goals;
- D. A work order system;
- E. A skills training program;
- F. Safety program; and
- F. A long-range planning system.

By developing a maintenance system that has these components in place, the City's Housing Office will have the tools it needs to control the performance of maintenance work.

1.1 PRIORITY SYSTEM

The work priorities adopted exemplify the philosophy of delivering maintenance services. This priority system ensures that the most important maintenance work is done at a time it can be performed most cost-effectively. Minimizing vacancy loss is part of the cost-effectiveness calculation. The maintenance priorities are the following:

- A. Emergencies;
- B. Scheduled Operations and Services;
- C. Vacancy Preparation; and
- D. Tenant Generated Work Order Requests

Placing planned maintenance and vacancy preparation work ahead of tenant work requests does not indicate that tenant requests are unimportant. It emphasizes the importance of maintaining control of the maintenance work by performing scheduled routine and preventive work first. By doing it will decrease tenant generated work orders and maintain the property in a manner that will keep and attract good tenants.

1.2 DEVELOP PROCEDURES

The Maintenance Supervisor will ensure that there are sufficient clear procedures in place to allow staff to implement this maintenance policy statement. All procedures will include the following:

- A. A statement of purpose;
- B. The job title(s) of the staff member(s) responsible for carrying out the activities in the procedure;
- C. Any forms needed to carry out the activities; and
- D. The frequency of any specified activities.

After their adoption, maintenance procedures will be reviewed and updated as needed.

1.3 DEVELOP PERFORMANCE STANDARDS AND GOALS

The Maintenance Supervisor will establish measures that will allow the effectiveness of maintenance systems and activities to be evaluated. In establishing these standards the Maintenance Supervisor will take into consideration certain factors:

- A. Local housing codes;
- B. Uniform Physical Condition Standards (UPCS);
- C. City of Chandler job descriptions.

Nothing in the documents listed above will prevent the City's Housing Office from setting a standard that is higher than that contained in the documents.

These standards and goals will be used to evaluate current operations and performance and to develop strategies to improve performance and meet the standards that have been set.

1.4 WORK ORDER SYSTEM

The City's Housing Office shall have a comprehensive work order system that includes all work request information: source of work, description of work, priority, cost to complete, days to complete, and hours to perform. This information is required to plan for the delivery of maintenance services as well as evaluate performance. To obtain the greatest effectiveness from the work order system, all work requests and activities performed by maintenance staff must be recorded on work orders.

Work orders will contain, at a minimum, the following information:

- A. Preprinted number
- B. Source of request (tenant or internal.)
- C. Priority assigned
- D. Location of work
- E. Date and time received
- F. Worker(s) assigned
- H. Description of work requested
- I. Description of work performed
- J. Actual time to complete
- K. Materials used to complete work
- L. Tenant charge
- M. Tenant signature (if available)
- N. Staff signature when complete

1.5 TRAINING

In order to allow its staff members to perform to the best of their abilities, the City's Housing Office recognizes the importance of providing the staff with opportunities to refine technical skills, increase and expand craft skills, and learn new procedures. Each employee must participate in at least eight (8) hours of training annually.

The Maintenance Supervisor is responsible for developing a training curriculum for the maintenance staff and working with personnel department staff to identify the means of delivering the training.

1.6 SAFETY PROGRAM

Safety is a core value of the City's Housing Office. Each employee considers safety their personal responsibility as an integral part of every job, task and assignment. Maintenance staff shall follow the City's Safety and Occupational Health Division's Safety Plan when performing maintenance activities.

1.7 LONG-RANGE PLANNING

The City's Housing Office will put in place a long-range maintenance planning capability in order to ensure the most cost-effective use of housing resources and the maximum useful life of housing properties.

The Maintenance Supervisor will develop a property-specific long-range planning process that includes the following components:

- A. A property maintenance standard;
- B. An estimate of the work required bringing the property to the maintenance standard;
- C. An estimate of the work required keeping the property at the maintenance standard including routine and preventive maintenance workloads, vacant unit turn-around, inspection requirements and tenant on-demand work;
- D. An estimate of the on-going cost of operating the property at the maintenance standard;
- E. A market analysis of the properties;
- F. A cost estimate to provide the specified capital improvements.

By developing a work plan, the City's Housing Office will be able to anticipate its staff, equipment and materials needs. It will also be possible to determine need for contracting particular services.

2.0 MAINTAINING THE PROPERTY

All maintenance work performed at the properties can be categorized by the source of the work. Each piece of work originates from a particular source: An emergency, the routine maintenance schedule, the preventive maintenance schedule, a unit inspection, a unit turnover, or a tenant request.

2.1 RESPONDING TO EMERGENCIES (PIH Notice 2018-19)

Emergencies are the highest priority source of work and will be completed or mitigated within twenty-four (24) hours. The City's Housing Office will consider a work item to be an emergency if the following occur:

- A. The deficiency that poses an immediate threat to life, health/or safety of a tenant or staff or that is related to fire safety and includes:
 - Unhealthy or undrinkable water supply,
 - Gas leak,
 - Broken/blocked sanitary sewer line,
 - Absence of a working heating system when outside temperature is below 55 degrees Fahrenheit (except for Kingston Arms and/or families who have a medical condition that require heating), (PIH Notice 2018-19)
 - **HUD MINIMUM HEATING STANDARDS** - the PHA shall use the following minimum heating requirements for public housing dwelling units in order to comply with Section 111 of HOTMA:

- Minimum Temperature: If PHA-controlled, the minimum temperature in each unit must be at least 68 degrees Fahrenheit.
 - If tenant-controlled, then the heating equipment must have the capability of heating to at least 68 degrees Fahrenheit.
 - Minimum Temperature Capability: PHAs are allowed flexibility in maintenance of the indoor temperature when the outdoor temperature approaches the designated day temperature.
 - At no point should indoor temperatures in occupied space drop below 55 degrees Fahrenheit. This flexibility applies when at least one of the below criteria are met:
 - The outside temperature reaches or drops below the design day temperature, or
 - The outside temperature is within five degrees Fahrenheit of the design day temperature for more than two continuous days.
 - **COOLING, LOCAL STANDARDS** (Not controlled by HUD standards or policy.)
 - If the PHA controls the temperature, the minimum cooling temperature in each unit must be at least 82 degrees Fahrenheit.
 - If the resident controls the temperature, the cooling equipment must have the capability of cooling to at least 82 degrees Fahrenheit.
 - If the unit is cooled by an evaporative cooler only, the minimum cooling temperature is 86 degrees Fahrenheit.
 - **DESIGN DAY TEMPERATURE** - Temperature measurements must be taken three feet above the floor and two feet from an exterior wall in a habitable room.
 - Absence of a working air conditioner
 - Any condition that jeopardizes the security of the unit,
 - Major plumbing leaks or flooding causing damage to property, waterlogged ceiling or floor in imminent danger of falling,
 - Hazardous electrical system such as burnt outlets, exposed wires, or smell of burnt wires,
 - Inoperable smoke detector and carbon monoxide (CO) detector,
 - Absence of a functioning toilet in the unit,
 - Exposure to toxic materials.
- B. The deficiency will cause serious damage to the property structure or systems if not repaired or mitigated within twenty-four (24) hours.

If a staff member is unsure whether or not a situation is an emergency, he or she will consult with the Maintenance Supervisor. If a supervisor is not available, the employee will use his or her best judgment to make the decision.

For emergencies that occur after regular working hours, the City's Housing Office shall have a twenty-four (24) emergency response system in place. This response system includes the designation of a maintenance employee to be on call after hours and weekends as well as a list of qualified pre-approved contractors, open purchase orders for obtaining required supplies or equipment, and access to materials and supplies. The designated employee shall prepare a work order and report on any emergency within twenty-four (24) hours after abatement of the emergency.

2.2 PREPARE VACANT UNITS FOR REOCCUPANCY

It is the policy of the City's Housing Office to reoccupy vacant units as soon as possible. This policy allows the City's Housing Office to maximize the income produced by its properties and operates attractive and safe properties.

The Maintenance Supervisor is responsible for developing and implementing a system that ensures an average turn-around time of ten (10) business days. In order to do so, he or she must have a system that can perform the following tasks:

- A. Forecast unit preparation needs based on prior years' experience;
- B. Estimate both the number of units to be prepared and the number of hours it will take to prepare them; and
- C. Control work assignments to ensure prompt completion.

The maintenance procedure for reoccupying vacant units relies on the prompt notification by management of the vacancy, fast and accurate inspection of the unit, ready availability of workers and materials, and good communication with those responsible for leasing the unit. If vacant units require additional repairs that exceed the average turn-around time, the Maintenance Supervisor has the ability to create special teams for vacancy turnaround or to hire contractors to meet goals.

2.3 PREVENTIVE MAINTENANCE PROGRAM

Preventive maintenance is part of the planned or scheduled maintenance program. The purpose of the scheduled maintenance program is to anticipate maintenance requirements and make sure it can be addressed in the most cost-effective manner. The preventive maintenance program focuses on the major systems that keep the properties operating. Major systems include heating and air conditioning, electrical, life safety, roofs, and plumbing.

- A. General Operating Systems

The heart of any preventive maintenance program is a schedule that calls for the regular servicing of all systems. The development of this schedule begins with the identification of each system or item that must be checked and serviced, the date it must be serviced, and the individual responsible for the work. The servicing intervals and tasks for each system must be included in the schedule. The completion of all required tasks is considered a high priority and based on available funding.

The systems covered by the preventive maintenance program include but are not limited to:

- 1. Retention basins,
- 2. Emergency lighting,
- 3. Play structures,
- 4. HVAC systems,
- 5. Exhaust fans,
- 6. Exterior lights,
- 7. Fire extinguishers and other life safety systems,
- 8. Smoke and CO detectors in units,
- 9. Mechanical equipment,
- 10. Sanitary drains,
- 11. Domestic water,

12. Parking areas.

B. Roof Repairs/ Replacement

Maintenance of roofs requires regular inspections by knowledgeable personnel to ensure that there is no unauthorized access to roof surfaces and that there is good drainage and prompt discovery of any deficiencies.

The Maintenance Supervisor and Housing Project Coordinator are responsible for the development of a roof maintenance plan that includes these features:

1. The type, area, and age of roof
2. Warranties and/or guarantees in effect
3. Company that installed the roof
4. Expected useful life of roof
5. History of maintenance and repair
6. Inspection schedule

The City's Housing Office maintenance staff will usually undertake only minor roof repairs. Upon a determination by the Maintenance Supervisor, a roofing contractor may be used for roof repairs that are not considered minor.

C. Vehicle/Equipment Maintenance

The City's Housing Office will protect the investment it has made in vehicles and other motorized equipment by ensuring that all equipment is serviced on a regular schedule developed by the City's Fleet Services Division. The vehicles and equipment to be covered include:

1. Cars, trucks and vans
2. Tractors
3. Chain saws
4. Hedge trimmers
5. Leaf blowers
6. Weed cutters
7. Lawn Mowers

The City's Fleet Services Division will inform the Housing Maintenance Supervisor of minimal routine service as well as servicing for seasonal use. Serviceable components for each vehicle or piece of motorized equipment will be listed in the plan along with the type and frequency of service required.

The Maintenance Supervisor shall also maintain a system to ensure that any employee that operates a vehicle or piece of motorized equipment has the required license or certification as required by City's Risk Management Division.

D. Lead-Based Paint

Maintenance staff shall follow the City's Lead Hazard Control Plan when performing maintenance activities that may disturb lead based paint. The Maintenance Supervisor shall coordinate such work with the City's Environmental Management Division and Safety and Occupational Health Division.

E. Asbestos

Maintenance staff shall follow the City's Asbestos Management Plan when performing maintenance activities that may disturb asbestos containing building materials (ACBM). The Maintenance Supervisor shall coordinate such work with the City's Environmental Management Division and Safety and Occupational Health Division.

F. Mold

Maintenance staff shall follow the City's Mold Hazard Control Plan when performing mold remediation activities. The Maintenance Supervisor shall coordinate such work with the City's Environmental Management Division and Safety and Occupational Health Division.

G. Life Safety Systems

The City's Housing Office adheres to life safety systems and frequently reviews standards to ensure compliance with the National Fire Protection Association shall have a comprehensive program for maintenance of life safety systems to ensure that they will be fully functional in the case of an emergency. The Maintenance Supervisor is notified by the City's third party fire protection contractor of the schedule that includes the inspection, servicing and testing of this equipment. The equipment to be included in the plan includes the following:

Commercial (Head Start, Family Investment Center, Community Buildings, Maintenance Office)

1. Fire alarms and fire alarm systems
2. Fire extinguishers
3. Emergency lighting
4. Smoke detectors
5. Sprinkler systems

The schedule will include the required testing and servicing as required by manufacturer's recommendations.

2.4 INSPECTION PROGRAM

The City's Housing Office goals of efficiency and cost-effectiveness are achieved through a carefully designed and rigorously implemented inspection program. This program calls for the inspection of the following areas: The dwelling units, the grounds and building exteriors, and major service systems.

A. Dwelling Unit Inspections

The unit inspection system has two primary goals:

1. To assure that all dwelling units comply with standards set by HUD and local codes; and
2. To assure that the staff knows at all times the condition of each unit for which it is responsible.

The achievement of these goals may require more than the annual HUD required inspection. The Maintenance Supervisor and the Housing Quality Standards Inspector are responsible for developing a unit inspection program that schedules inspections at the frequency required.

For all non-emergency inspections, the tenant shall be given at least 48 hour written notice of the inspection.

The maintenance staff or the Housing Quality Standards Inspector shall perform the unit inspection program. During each inspection, the staff shall perform specified preventive and routine maintenance tasks. Any other work items noted at the time of the inspection will be documented on inspection form. All uncompleted work items shall be converted to a work order within twenty-four hours of the completion of the inspection. The maintenance staff shall endeavor to complete all inspection-generated work items within 25 days of the inspection.

All maintenance staff is responsible for monitoring the condition of dwelling units. Whenever a maintenance staff member enters a dwelling unit for any purpose, such as completing a tenant request for service or accompanying a contractor, he or she shall record on an inspection form any required work he or she sees while in the apartment. These work items shall also be converted to a service request within twenty-four hours of discovery.

B. Verification of the Use of an Additional Bedroom as a Reasonable Accommodation

A "reasonable accommodation" is a change, exception, or adjustment to a rule, policy, practice, or service that **may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling.**

An additional bedroom may be approved as a reasonable accommodation to provide a sleeping room for a live-in aide, or to store medical equipment, unless the equipment can be stored in another room in the unit without causing overcrowding

When an additional bedroom is approved for a reasonable accommodation, HUD PIH Notice 2014-25 states that the intended use of the additional room must be verified annually.

As the maintenance team is responsible for monitoring the condition of dwelling units when they enter one for work orders, etc., they will check the additional bedroom and document the current use.

Documented use should be reported to the public housing specialist to review.

C. Building and Grounds Inspections

Regular inspections of the property grounds and building exteriors are required to maintain the curb appeal of the property. This curb appeal is required to maintain the attractiveness of the property for both current and prospective tenants. The inspection procedure will specify the desired condition of the areas to be inspected. This defined condition will include any HUD or locally required standards. The existence of these standards shall not prevent the City's Housing Office from setting a higher standard that will make the property more competitive in the local market.

Building and grounds inspections must cover these areas:

1. Community room and other common space

2. Laundry facilities
3. Common entries
4. Grounds
5. Parking lots
6. Sidewalks and fences
7. Lawns, shrubs and trees
8. Trash collection areas
9. Building foundations

A HUD inspection form also includes common areas and building exteriors and grounds. The staff member responsible for the inspection shall note all deficiencies on the form and ensure that these deficiencies are recorded on work order within twenty-four hours of the inspection. The maintenance staff will complete all inspection-generated work items within 25 days of the inspection.

Nothing in this policy shall prevent any City employee from reporting any needed work that they see in the regular course of their daily activities. Such work items shall be reported to the City's Housing Office.

D. Systems Inspections

The regular inspection of all major systems is fundamental to a sound maintenance program. The major systems inspection program overlaps with the preventive maintenance program in some areas. To the extent that inspections, in addition to those required for scheduled service intervals, are needed, they will be a part of the inspection schedule. Any work items identified during an inspection shall be converted to a work order within twenty-four (24) hours and completed within thirty (30) days.

2.5 SCHEDULED ROUTINE MAINTENANCE

Included in this work category are all tasks that can be anticipated and put on a regular timetable for completion. Most of these routine tasks are those that contribute to the curb appeal and marketability of the property.

A. Pest Control/Extermination

The City's Housing Office will make all efforts to provide a healthy and pest-free environment for its tenants. It will determine which, if any, pests infest its properties and will then provide the best possible treatment for the eradication of those pests.

The Maintenance Supervisor will determine the most cost-effective way of delivering the treatments -- whether by contractor or licensed/certified housing personnel.

The Integrated Pest Management Plan will begin with an analysis of the current condition at each property. The Maintenance Supervisor shall make sure that an adequate schedule for treatment is developed to address any existing infestation. Special attention shall be paid to cockroaches. The schedule will include frequency and locations of treatment. Different schedules may be required for each property.

Tenant cooperation with the extermination plan is essential. All apartments in a building must be treated for the plan to be effective. Tenants will be given information about the

extermination program at the time of move-in. All tenants will be informed at least one week before treatment. The notification will be in writing and will include instructions that describe how to prepare the unit for treatment. If necessary, the instructions shall be bi-lingual to properly notify the tenant population.

B. Landscaping and Grounds

The Maintenance Supervisor will prepare a routine maintenance schedule for the maintenance of the landscaping and grounds of its properties that will ensure their continuing attractiveness and marketability. The Supervisor will approve service contracts for landscaping.

Routine grounds maintenance includes numerous activities:

1. Litter control
2. Lawn care
3. Maintenance of driveways, sidewalks and parking lots
4. Care of flower and shrubbery beds and trees
5. Maintenance of playgrounds, benches and fences

The Maintenance Supervisor shall be responsible for the development of a routine maintenance schedule that shall include the following:

1. A clearly articulated standard of appearance for the grounds that acknowledges but is not limited to HUD and local code standards;
2. A list of tasks that are required to maintain that standard and the frequency with which the tasks must be performed;
3. The equipment, materials, and supplies required to perform the tasks and a schedule for their procurement; and

C. Building Exteriors and Interior Common Areas

The appearance of the outside of housing buildings as well as their interior common areas is important to their marketability. Therefore, the Maintenance Supervisor has established a routine maintenance schedule to ensure that they are always maintained in good condition. The components to be maintained include:

1. Family Investment Center Lobby
2. Public restrooms
3. Lighting fixtures
4. Common rooms and community spaces
5. Fences/Patios
6. Building walls
7. Windows

The Maintenance Supervisor is responsible for the development of a routine maintenance schedule for building exterior and interior common areas. The schedule shall be based on the following:

1. A clearly articulated standard of appearance for the building

2. A list of tasks required to maintain that standard
3. The frequency with which the tasks must be performed
4. A list of materials, equipment and supplies required performing the tasks.

D. Interior and Exterior Painting

The appearance and condition of the paint within each unit is important to unit condition and tenant satisfaction. Accordingly, the Maintenance Supervisor will develop a plan to ensure that interior paint in tenant dwelling units is satisfactorily maintained.

As part of this plan painting standards will be developed that include:

1. Surface preparation
2. Protection of non-painted surfaces
3. Color and finish
4. Paint quality
5. Methods of application approved

The plan will set out the conditions for the consideration of a painting request. These standards include the period of time that has elapsed since the last time the unit was painted. Alternatives for performance of the work will be included including the conditions under which a tenant will be allowed to paint his or her own unit.

2.6 TENANT GENERATED WORK ORDERS

This category of work refers to all tenant generated work requests that fall into no other category. These are non-emergency calls made by tenants seeking maintenance service. These requests for service cannot be planned in advance or responded to before the tenant calls.

It is the policy of the City's Housing Office to complete these work requests within three (3) to seven (7) days. However, unless the request is an emergency or entails work that compromises the habitability of the unit, these requests will be given a priority above scheduled routine and preventive maintenance. By following this procedure, the City's Housing Office believes it can achieve both good tenant service and a maintenance system that completes the most important work first and in the most cost effective manner.

3.0 CONTRACTING FOR SERVICES

The City's Housing Office will contract for maintenance services when it is in the best interests to do so. When the maintenance staff has the time and skills to perform the work at hand, they will be the first choice to perform a given task. When the maintenance staff has the skills to do the work required, but there is more work than there is time available to complete it, the City's Housing Office will determine whether it is more cost effective to use a contractor to complete the work. If the maintenance staff does not have the skills to complete the work, a contractor will be chosen. In the last instance, the City's Housing Office will decide whether it will be cost effective to train a staff member to complete the work.

Once the decision has been made to hire a contractor, the process set out in the City's Procurement Policy will be used. These procedures vary depending on the expected dollar amount of the contract. The Housing Manager and the Maintenance Supervisor will work with the City's Purchasing Division to facilitate the contract award. The most important aspect of the bid documents will be the specifications or statement of work. The clearer the specifications, the easier it will be for the City's Housing Office to get the work product it requires.

4.0 MAINTENANCE CHARGES

1. Routine maintenance (labor charges) performed by maintenance staff during regular business hours 8:00 A.M. 4:00 P.M., Monday – Friday is charged at a rate of \$~~50.00~~~~42.00~~ per hour. A minimum labor charge of \$~~25.00~~~~21.00~~ is charged for all service calls.
2. Maintenance performed by maintenance staff (labor charges) after hours (other than the normal posted business hours) is charged at a rate of \$~~76.00~~~~73.00~~ per hour.
3. Maintenance charges for afterhours service requests that require an outside contractor or vendor will be charged at the rate the contractor charges plus the cost of materials.
4. Charges to clean yards, alleys, or the area of responsibility around residences will be charged at the rate the contractor charges plus the cost of materials, or the hourly staff costs and charges as referenced in #1 above.
5. Lockouts during regular business hours will be billed at a rate of \$~~50.00~~~~42.00~~ per hour with a minimum charge of \$~~25.00~~~~21.00~~. After hours lockouts will be billed at time and a half rate of \$63.00 per hour, with a minimum charge of \$~~76.00~~~~73.00~~. Material charges may be additional.
6. Lock changes are billed at \$~~31.00~~~~26.07~~ per core, plus labor.
7. Repairs for broken windows will be charged the rate the contractor charges for labor and materials if done by a contractor, or the appropriate hourly maintenance rate plus the cost of materials if the work performed is done by the maintenance staff.
8. Refusal or inaccessibility to perform monthly pest control service will result in a \$60.00 rescheduling fee plus cost of materials.
9. Labor charges related to damages and repairs cost for items found not to be normal wear and tear at the time of move out will be charged at the standard maintenance charge per hour for labor plus the cost of materials. Contractor costs (if any) will be charged at the actual contractor invoice amount.
10. The cost of materials in all cases will be the actual cost of the materials plus a ~~21~~~~0~~% fee for handling. (This includes taxes and postage/handling/trip fees.)
11. Charges for materials or repairs caused by tenant misuse or abuse will be charged at the standard maintenance hourly rate plus the cost of materials if done by city staff or the actual cost charged by an outside vender if not done by city staff.

5.0 KEY INFORMATION AND CHARGES

Key Information

Tenants will receive two (2) keys at move-in and when the door has to be rekeyed by installing a different core (recore).

Additional Keys

The cost for each additional key is \$~~10.00~~~~6.75~~.

Additional Keys with No Recore Request

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If a tenant requests additional keys because of a lost key and refuses to have their unit locks re-cored, the tenant will be required to sign a "Liability Wavier" prior to the additional key being issued.

Lost Keys

If the tenant loses their key and request to change the locks the charges are as follows:

| # of Locks | Total Cost |
|------------|-----------------------------|
| 2 | \$ 101.00 91.14 |
| 3 | \$ 127.00 117.21 |
| 4 | \$ 163.00 153.78 |
| 5 | \$ 189.00 179.85 |
| 6 | \$ 215.00 205.92 |
| 7 | \$ 252.00 242.49 |
| 8 | \$ 278.00 268.56 |
| 9 | \$ 315.00 305.13 |

Total Core Charge + Trip Charge/Labor + Total Key Cost = Total Cost

Bedroom Door Locks

~~If the tenant is requesting a bedroom door lock be installed, the tenant must fill out the proper request for the approval of the modifications. If approved, the tenant will be informed that it is a one-time non-refundable rental fee covering the lock, core, keys, and installation of one bedroom door.~~

~~The amount charged (rental) to the tenant will be \$53.00 per bedroom door.~~

Payment

~~Keys must be paid in advance. Key payment needs to be provided at the time of request, or at the time of pick up to the office. All payments must be in the form of a certified funds.~~

6.0 TEMPORARY RELOCATION ASSISTANCE AND TRANSFER

Families residing in Chandler Public Housing may be asked to temporarily relocate for reasons that may include maintenance, capital improvements, or on a case-by-case basis for emergency purposes. This list is not all inclusive.

Depending upon the circumstances for relocation, the City's Housing Office may find it necessary to permanently move a family to a different unit.

The City's Housing Office will work closely with the Housing Specialist, Housing Supervisor, Housing Maintenance, and the assisted family to ensure the family is relocated in a timely manner, to an available unit that best suits the family's needs.

Please refer to the following for additional detail and forms for relocation and transfers:

- COCHRD'S Admissions and Continued Occupancy (ACOP) Policy, chapter 12;
- COCHRD's Temporary Relocation Forms Policy
- COCHRD's VAWA Emergency Transfer Plan

Pet Policy

The terms of this policy apply to the City of Chandler Housing and Redevelopment Division (the "City's Housing Office) Conventional Public Housing Program. This policy does not apply to previously approved and registered animals that are used to assist, support or provide service to persons with disabilities, or to service animals that visit public housing developments (See Assisted/Service Animal Policy).

A pet will not be approved to reside in a unit or on the leased property until registration requirements are met and a pet agreement is executed and approved.

A. **Registration of Pet:** Registration includes the following:

1. A completed and signed pet permit (attached);
2. Documentation signed by a licensed veterinarian or state/local authority that the pet has been spayed or neutered as applicable or in the case of underage animals within 30 days of the pet reaching 6 months of age;
3. Documentation signed by a licensed veterinarian that the pet has received all inoculations required by state or local law;
4. Documentation signed by a licensed veterinarian or state/local authority that the pet has no communicable disease(s) and is pest-free;
5. Documentation that the pet is licensed in accordance with state or local law; and
6. One photograph of the pet.

Registration must be renewed annually and will be coordinated with the annual reexamination date.

B. **Pet Standards:** All residents permitted to keep a pet under this policy shall comply with the following standards:

1. Only one pet, except fish, per household will be permitted.
2. A *common household pet* means a domesticated animal, such as a cat, dog (maximum adult weight: 20 pounds full grown), fish, and bird that are traditionally recognized as a companion animal and is kept in the home for pleasure rather than for commercial purposes. The City's Housing Office also permits a hamster, gerbil, guinea pig or a turtle. The size of the aquarium may not exceed 10 gallons. In the case of fish, residents may keep no more than can be maintained in a safe and healthy manner in a tank holding up to 10 gallons. Such a tank or aquarium will be counted as one (1) pet.
3. The following pets are not considered common household pets and will not be allowed:
 - i. Vicious or exotic, reptiles, insects (e.g., ant farms), arachnids (tarantulas), wild animals or feral animals, pot-bellied pigs, animals used for commercial breeding and/or intimidating pets.

C. **Pet Deposits and Fees**

1. Pet Deposits and Fees in the Family Developments:

- i. Resident/Pet owners of a dog or cat that meet the standards are required to pay a \$250 deposit before the pet is brought on the premises. \$100 is refunded when the resident vacates the premises and the property has no damages caused by the pet. \$150 is a non-refundable pet sanitation fee.
- ii. Resident/Pet owners, who have a dog or a cat that meet the standards, are required to pay a non-refundable pet fee of \$10 per month.

2. Pet Deposits and Fees in the Elderly Designated Development:

- i. Resident/Pet owners of a dog or cat that meet the standards are required to pay a \$250 deposit before the pet is brought on the premises. The \$250 pet deposit is refunded when the resident vacates the premises and the property has no damages caused by the pet.
- ii. Resident/Pet owners, who have a dog or a cat that meet the standards, are not required to pay a non-refundable pet fee or a sanitation fee.

3. Sanitation fee for unauthorized pets:

Residents who have a dog or cat without the written permission of the City's Housing Office will be charged a \$150 sanitation fee and must remove the animal from the premises within 48 hours.

D. Other Charges During Occupancy

1. Pet Related Damages During Occupancy: All reasonable expenses incurred by the City's Housing Office as a result of damages directly attributable to the presence of the pet in the property will be the responsibility of the resident, including but not limited to:
 - i. The cost of repairs and replacement to the resident's dwelling unit
 - ii. Fumigation of the dwelling unit
 - iii. Repairs to common areas of the property
 - iv. Elimination of fleas
2. Pet Waste Removal Charge: A separate pet waste removal charge of \$21.00 (a minimum labor charge) per occurrence will be assessed against the resident/pet owners who fail to remove pet waste in accordance to this policy.

E. Pet Rules: Resident/Pet owners must maintain pets responsibly, in accordance with the City's Housing Office policies, and in compliance with applicable state and local public health, animal control, and animal cruelty laws and regulations.

1. All permitted pets must be maintained within the resident's unit. When outside of the unit (within the building or on the grounds) dogs and cats must be kept on a leash not to exceed six feet in length and must be under the control of the resident or other responsible individual at all times. Birds, hamsters, and gerbils must be confined to a cage at all times. Resident/Pet owners who reside in Scattered Sites are permitted to have the dog in the back yard.

2. Pets are not permitted in the following common areas including but not limited to: lobbies, community rooms, playgrounds and basketball areas.
3. The Resident/Pet owner shall be responsible for the removal of waste by placing it in a sealed plastic bag and disposing of it in a suitable covered trash container.
4. The resident/pet owner shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.
5. The waste from litter boxes should be disposed of promptly and it must be maintained in a sanitary manner. Litter shall not be disposed of by being flushed through a toilet and litter boxes shall be kept inside the resident's dwelling unit.
6. Resident/Pet owners shall not alter their unit, patio, premises or common areas to create an enclosure for any pet. The installation of pet doors is prohibited.
7. Resident/Pet owners shall not permit their pet to disturb, interfere or diminish the peaceful enjoyment of neighbors. The term "disturb, interfere and diminish" shall include but not be limited to loud or continuous barking, howling, whining, chirping, biting, scratching, and other like activities. Complaints of disturbances or reactions of this nature shall constitute a violation of the lease and may result in the revocation of the pet permit, termination of the lease agreement, or both.
8. No animals may be tethered or chained inside or outside the dwelling unit at any time.
9. Resident/Pet owners will be required to designate two responsible parties for the care of the pet if the health or safety of the pet is threatened by death or incapacity of the resident/pet owner, or by other factors that render the resident/pet owner unable to care for the pet.
10. If the pet is left unattended for a period of twenty-four (24) hours or more, the City's Housing Office may authorize entrance to the dwelling unit, removal of the pet and transfer of the pet by proper authorities, subject to provision of Arizona law and local ordinances. The City's Housing Office accepts no responsibility for the animal under such circumstances.
11. Residents are prohibited from feeding or harboring stray animals. The feeding of stray animals shall constitute having a pet without the written permission of the City's Housing Office.
12. Residents are prohibited from having a pet without the written permission of the City's Housing Office This includes but not limited to a visiting pet or pet sitting.
13. Resident/Pet owners are responsible for the safety and health of their pet and to secure the pet during those scheduled occasions when the dwelling unit is being treated for control of pests or inspected.
14. Anchors that attach to the building, dog kennel or drill into the ground are not allowed.

F. Pet Rule Violations

All complaints of cruelty and all dog/cat bites will be referred to animal control or an applicable agency for investigation and enforcement.

If a PHA determination is made on objective facts supported by written statements received by an eye witness, that a resident/pet owner is in violation, the City's Housing Office may serve a written

notice of lease violation(s) to the resident/pet owner. The resident/pet owner will have 3 business days from the effective date of the notice to correct the violation(s) or make a written request for a meeting to discuss the violation(s).

The resident/pet owner's failure to correct the violation(s), request a meeting, or appear at the requested meeting will result in the resident/pet owner being served a written lease counseling/termination warning. Any resident/pet owners who have a dog or cat without the written permission of the City's Housing Office will also be charged a sanitation fee listed in paragraph C and monthly pet fee for the months the dog or cat was in the unit.

The resident/pet owner's failure to correct the violation(s) after receiving the written lease counseling/termination warning will result in the initiation of procedures in paragraph H.

G. **Pet Removal**

1. If the death or incapacity of the resident/pet owner threatens the health or safety of the pet, or other factors **occur that render the owner unable to care for the pet, the situation will be reported to the** responsible party designated by the resident/pet owner.
2. If the responsible party is unwilling or unable to care for the pet, or if the City's Housing Office, after reasonable efforts, cannot contact the responsible party, City's Housing Office may contact the appropriate state or local agency and request the removal of the pet.
3. In the event of the death of a pet, the resident/pet owner shall properly and immediately remove and dispose of the remains. The remains shall not be placed in any container on the grounds of the property or in a container on the property grounds.
4. The privilege of maintaining a pet in a unit owned and/or operated by the City's Housing Office shall be subject to the requirements set forth in paragraph E, above. This privilege may be revoked at any time, subject to the grievance procedures.
5. If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

H. **Termination of Tenancy**

1. The City's Housing Office may initiate procedures for termination of tenancy based on a pet rule violation if:
 - i. The resident/pet owner failed to remove the pet after three formal infraction notices or correct the pet rule violation within the time period specified, or
 - ii. The resident/pet owner has repeated violations of the pet agreement.

Pet Permit

Application for written permission to keep the following pet in a dwelling unit operated under the City of Chandler Housing and Redevelopment Public Housing program is hereby made:

Type of Animal:

Description of Animal:

Aquarium Size: _____ gallon**

The size of the aquarium may not exceed 10 gallons.

I have attached the following:

- Documentation signed by a licensed veterinarian or state/local authority that the pet has been spayed or neutered as applicable or, in the case of underage animals, within 30 days of the pet reaching 6 months of age;
- Documentation signed by a licensed veterinarian that the pet has received all inoculations required by state or local law;
- Documentation signed by a licensed veterinarian or state/local authority that the pet has no communicable disease(s) and is pest-free;
- Documentation that the pet is licensed in accordance with state or local law; and
- One photograph of the pet.

I designate the following two responsible parties for the care of my pet if the health or safety of my pet is threatened by death or my incapacity, or by other factors that render that I am unable to care for the pet.

Name of Responsible Party

Phone

Name of Responsible Party

Phone

Pet Ownership Certification

I certify to the following:

[Type here]

- I have a pet;
- I have received a copy, read and understand the above policy provisions;
- I agree to abide by those provisions, and
- I also understand that this policy is an attachment to my Lease and that a noncompliance with this policy may result in the withdrawal of the approval or termination of tenancy.

Head of Household Signature

Date

Tenant Address

I certify to the following:

- I do **not** have a pet;
- I have received a copy, read and understand the above policy provisions;
- I agree to abide by those provisions, and
- I also understand that this policy is an attachment to my Lease and that a noncompliance with this policy may result in termination of tenancy.

Head of Household Signature

Date

Tenant Address

Radon Policy

Purpose. To establish the City's Public Housing Authority (PHA) policy in public housing facilities.

Background. Radon is a naturally occurring radioactive gas produced by the breakdown, or decay, of uranium in soil and rock. The health risk associated with radon is the increased risk of lung cancer. Radon may be found in both outdoor and indoor environments across the United States.

Radon may accumulate in homes by entering beneath the building (soil and rock), through the foundation, and into the building. Radon is colorless, tasteless, and odorless. Testing is required to detect radon in the indoor air of a building. The amount of radon gas in the air is typically measured in picocuries per liter of air (pCi/L).

The U.S. Environmental Protection Agency (EPA) published guidance for reducing airborne radon exposure in residences and schools. EPA recommends reducing radon levels to the greatest extent feasible. EPA recommends mitigation for residences with radon concentrations at or above 4 picocuries per liter of air (pCi/L).

The U.S. Department of Housing and Urban Development (HUD) established guidance in 24 CFR 50.3(i) and 58.5(i)(2) that requires all property to be free of contamination where a hazard could affect the health and safety of occupants or conflict with the intended use of the property. Section 50.3(i) states, "It is HUD policy that all property proposed for use in HUD programs be free of hazardous materials, contamination, toxic chemicals and gasses, and radioactive substances, where a hazard could affect the health and safety of occupants or conflict with the intended utilization of the property."

Policy. This directive establishes the policy to maintain acceptable levels of airborne radon.

- a) **PHA action levels.** Public housing facilities are considered acceptable for occupancy when radon levels are maintained below PHA action levels of 4 pCi/L or less.
- b) **Testing.** PHA will test for radon according to the American Association of Radon Scientists and Technologists, Protocol for Conducting Radon and Radon Decay Product Measurements in Multifamily Buildings (ANSI-AARST MAMF-2010, Section III (or similar section in the most recent addition).
- c) **Mitigation.** It is the responsibility of the PHA to provide notice and mitigate locations that are 4 pCi/L or higher, in accordance with ASTM E 2121-11.
- d) **Notification.** PHA will provide EPA Radon Information Sheet to tenants.

Authority.

- a) U.S. Department of Housing and Urban Development Notice H 2013-03.
- b) 24 CFR Part 50, "Protection and Enhancement of Environmental Quality".

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- c) Protocol for Conducting Radon and Radon Decay Product Measurements in Multifamily Buildings (ANSI-AARST MAMF-2010, Section III).

PUBLIC HOUSING SECURITY DEPOSIT AMOUNTS

EFFECTIVE JULY 1, 2025

Public Housing Development – Family Sites & Kingston

| Bedroom Size | Security Deposit Amount |
|---------------------|--------------------------------|
| 1 | \$350 |
| 2 | \$400 |
| 3 | \$450 |
| 4 | \$500 |
| 5 | \$550 |

Public Housing Scattered Sites – Single Family Homes

| Bedroom Size | Security Deposit Amount |
|---------------------|--------------------------------|
| 2 | \$525 |
| 3 | \$550 |
| 4 | \$600 |
| 5 | \$675 |

Smoke-Free Policy

The City of Chandler Housing and Redevelopment Division (COCHRD) and the United States Department of Housing and Urban Development (HUD) have become increasingly aware of the ill effects caused by secondhand smoke. These ill effects include but are not limited to (1) health concerns raised by other residents who experience secondhand smoke filtering into adjoining apartments, with resulting increased potential for lung related illnesses and disorders; (2) additional costs for maintenance such as cleaning, painting, replacing blinds and cleaning air conditioning coils; (3) safety concerns resulting from smokers disconnecting the smoke alarms in their units.

In response to these concerns and in order to provide a safe living environment for all Residents, on February 3, 2017, HUD issued a federal rule requiring all Public Housing Authorities implement a smoke-free policy. The COCHRD has adopted the following Policy:

1. Smoking is not permitted anywhere on public housing grounds, to include living units, interior and exterior common areas, outdoor areas, and in or near public housing and administrative office buildings.
2. The term “prohibited tobacco products” is defined as items that involve the ignition and burning of tobacco leaves, such as: cigarettes, cigars, pipes and water pipes (also known as hookahs).
3. The term “electronic delivery device” means any product that can be used to deliver aerosolized or vaporized nicotine, lobelia, or any other substance to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, or vape pen.
4. The term “interior common areas” include but are not limited to: hallways, rental and administrative offices, community rooms/centers, laundry rooms/centers and similar structures.
5. “Smoke” or “Smoking” means inhaling or exhaling smoke, aerosol, or vapor from any lighted or heated cigar, cigarette, pipe, electronic delivery device, or any other natural or synthetic tobacco or plant product. “Smoke” or “Smoking” also includes burning or possessing any lighted or heated cigar, cigarette, pipe, electronic delivery device, or any other natural or synthetic tobacco or plant product intended for inhalation.
6. The premises to be occupied by Resident and members of Resident’s household have been designated as a smoke-free living environment. Resident, members of Resident’s household, and guests shall not smoke anywhere on the premises, including in the unit leased by Resident, interior and exterior common areas utilized by Residents and staff, and in or near the public housing buildings.
7. Residents are responsible for notifying their guests and invitees that the COCHRD has designated the property as a smoke-free property. Residents are responsible for ensuring that their guests and any and all visitors under their control fully comply with this policy.
8. Non-Smoking areas within the property include the following areas:
 - A. All Public Housing residential units.
 - B. All interior common areas.
 - C. All Public Housing grounds and buildings with no exceptions
9. Resident should promptly provide the COCHRD with a written statement of any incident where tobacco

[Type here]

smoke is migrating into Resident's unit from sources outside Resident's unit.

10. The COCHRD will post No Smoking signs at entrances and exits, common areas, hallways and in conspicuous places at Public Housing family sites.
11. The COCHRD will take reasonable steps to enforce this Smoke-Free Policy and to make the unit smoke-free. The COCHRD is not required to take steps in response to smoking unless the COCHR knows of a violation of this Smoke-Free Policy or has been provided with written notice of any violation of this Policy.
12. A material breach of this Policy shall be a material breach of the Resident's Lease and the Rules and Regulations and grounds for termination of tenancy through a graduated enforcement approach. The COCHRD graduated enforcement framework will include:
 - A lease amendment identifying the actions that constitutes a policy violation and encourage residents to promptly provide a written statement of any incident where tobacco smoke is migrating into the resident's unit from sources outside the resident's unit.
 - If a determination is made on objective facts supported by written statements, that a tenant is in violation, the COCHRD may serve a written notice of lease violation(s) to the tenant to meet with the housing specialist to discuss the violation(s).
 - **Documentation of noncompliance, if there are repeated violations (more than two) or persistent non-responsiveness will constitute a violation of the lease.**
 - Eviction proceedings as a last resort.

Section XXIII of Resident's Lease refers to the Smoke-Free Policy restrictions.

13. Resident acknowledges that the COCHRD's adoption of a Smoke-Free living environment and its efforts to designate the unit as Smoke-Free do not make the COCHRD guarantor of Resident's health or of the smoke-free condition of Resident unit or the common areas. Resident acknowledges that the COCHRD'S adoption of a smoke-free living environment and its efforts to designate the unit as smoke-free do not in any way change the standard of care that the COCHRD has to Resident's household to render units designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. The COCHRD specifically disclaims any implied or express warranties that the Resident's premises will have any higher or improved air quality standards than any other rental units. The COCHRD cannot and does not warranty or promise that the rental premises will be free from secondhandsmoke.
14. Resident acknowledges that the COCHRD'S ability to police, monitor, or enforce the restrictions of this Policy is dependent in significant part on voluntary compliance by Resident and Resident's guests and invitees. Residents with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that the COCHRD does not assume any higher duty of care to enforce this Policy than any other obligation imposed on them under the Lease or Rules and Regulations.
15. To assist all residents with the Smoke-Free Policy transition and to accommodate resident interest in smoking cessation, the COCHRD is committed to providing resources for cessation education and outreach.

Please refer to the Lease Addendum and/or your Section X and XXIII of the Lease Agreement for information regarding the Smoke-Free Policy restrictions.

By signing below, the resident acknowledges receipt of the Smoke-Free Policy.

[Type here]

Head of Household Signature

Date

Other Adult Household Member Signature

Date

Other Adult Household Member Signature

Date

Other Adult Household Member Signature

Date

Tenant Anti-Displacement and Relocation Assistance Plan

This tenant Anti-displacement and Relocation Assistance Plan is prepared by the City of Chandler in accordance with the Housing and Community Development Act of 1974, as amended; and HUD regulations at 24 CFR §42.325 and is applicable to public housing tenants.

Minimizing Displacement

The City of Chandler is committed to a policy to make all reasonable efforts to ensure that activities undertaken through the use of Community Development Block Grant (CDBG) and/or other federal funding will not cause unnecessary displacement or relocation. Such federally funded programs will be administered in such a manner that careful consideration is given during the planning phase with regard to avoiding displacement. Involuntary displacement shall be reserved as a last resort action necessitated only when no other alternative is available and when the activity is determined necessary in order to carry out a specific goal or objective that results from an action necessary to implement HUD management responsibilities, or other projects as allowed by HUD. In this case, community development and housing programs will be planned in a manner which avoids displacement of households or business.

However, "voluntary" relocation (temporary or permanent) may be necessary in order to achieve a benefit to public housing (such as housing rehabilitation or reconstruction). As it pertains to the City's Public Housing, CDBG, HOME and NSP programs, the U.S. Department of Housing and Urban Development Handbook 1378, shall be adopted in its entirety as a part of this policy.

1. Permanent, Involuntary Displacement

The City of Chandler will provide reasonable relocation assistance to tenant displaced permanently and involuntarily as a result of the use of HUD/federal assistance to substantially rehabilitate or demolish a unit. Benefits and assistance to displaced persons may include:

- a. Actual moving costs or fixed payment.
- b. Financial assistance sufficient to enable the displaced person to occupy a suitable replacement dwelling (tenant benefits vary).
- c. Advisory services necessary to minimize hardships in relocating.

2. Provisions for One-for-One Replacement (Acceptable Replacement Units (24 CFR 42.375(b))

The City of Chandler will replace all occupied and vacant occupiable low/moderate-income dwelling units demolished or converted to use other than as low/moderate-income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, and as described in 24 C.F.R. Part 570. Replacement low/moderate-income units may include public housing or existing housing receiving Section 8 project based-assistance or other types of federal assisted units.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion and will meet the following requirements:

- a. The units will be located within the City of Chandler.
- b. The units will meet all applicable housing, building, and zoning ordinances and will be in standard, good condition.
- c. The units will be designed to remain low/moderate-income dwelling units for at least 10 years from the date of initial occupancy (applies to initial tenant only). (See 24 CFR §42.375(b)(5)).
- d. The units will be sufficient in size and number (functionally equivalent) to house at least the number of occupants who could have been housed in the units that are demolished or converted.

Before obligating or expending HUD/federal funds that will directly result in such demolition or conversion, the local government (City of Chandler) will make public and submit to the U.S. Department of Housing and Urban Development the following information in writing:

- a. A description of the proposed assisted activity.
- b. The general location on an area map including approximate number of dwelling units by size (number of bedrooms) that will be demolished or converted to a use other than low/moderate-income dwelling units.
- c. A time schedule for commencement and completion of the demolition or conversion.
- d. The general location on a service area map and approximate number of dwelling units by size (number of bedrooms) that will be provided as replacement units.
- e. Identification of the source of funding at the time of submittal and the time frame, location and source for the replacement dwelling unit.
- f. The basis for concluding that each replacement dwelling unit will be designed to remain a low/moderate-income dwelling unit for at least 10 years from the date of initial occupancy. (See 24 CFR §42.375(b)(5)).
- g. Information demonstrating that any proposed replacement of a unit with a smaller unit is consistent with the housing needs of LMI persons in the jurisdiction.

3. Provisions for Relocation Assistance for Residential Displacement

The City of Chandler will provide relocation assistance, as described in 24 CFR Part 570, to each low/moderate-income household involuntarily displaced by the rehabilitation or demolition of residential housing or by the conversion of a low/moderate-income dwelling to another use as a direct result of HUD/federally assisted activities. Persons that are relocated are entitled to:

- a. A choice between actual reasonable moving expenses or a fixed expense and dislocation allowance.
- b. Advisory services

- c. Reimbursement for reasonable and necessary security deposits and credit checks.
- d. Replacement housing assistance which may include a Section 8 housing voucher/certificate and referral to assisted units; cash rental assistance to reduce the rent and utility cost or lump sum payment equal to the present value of rental assistance installments to be used toward purchasing an interest in a housing cooperative or mutual housing association.

4. Temporary, Voluntary Relocation

- a. Persons occupying a housing unit which is to be rehabilitated using HUD/federal fund must voluntarily agree to participate in the program and shall temporarily vacate the housing at the direction of the City in order to facilitate the safe, timely and economical rehabilitation process.
- b. A moving allowance will be established and provided to each household.
- c. The City will provide referrals to safe, decent and sanitary housing for use as temporary relocation housing. The unit shall be available free of charge to temporarily displaced households for the time period authorized by the City but generally for the period of rehabilitation construction.
- d. A storage allowance maybe provided if storage is necessary and essential to the move.
- e. Insurance cost for the replacement value of the household property in connection with the move will be provided for the household furnishings.

5. **Permanent, Voluntary Displacement and Relocation**

If it is determined by the City that the occupants of a dwelling should be permanently relocated and the occupants voluntarily consent, benefits will be provided in accordance with the Uniform Relocation Act. CFR Part 570.

6. Tenant Assistance Policy/Federally Funded Rental Rehabilitation Program

- a. It is not the City's policy to displace families in rental units. The City will be required to warrant that the proposed rehabilitation will not cause any tenant to be permanently displaced unless the City will be able to relocate the tenant displaced in accordance with HUD relocation criteria. The City will be required to comply with all URA notice requirements to the tenant in occupancy of a rental unit. Rehabilitation funds will not be used to rehabilitate the rental units if the rehabilitation will cause the permanent displacement of low moderate income (LMI) families.
- b. If it becomes necessary for the City to temporarily move a tenant from a unit as a direct result of rehabilitation assisted through rental rehabilitation funds, the City will assure that the tenant is given a referral to a decent, safe and sanitary dwelling unit at an affordable rate as described in the applicable regulations.
- c. Should temporary displacement become necessary for a tenant as a result of the rental rehabilitation assistance, the City will assure that tenants are provided temporary relocation information, counseling, and housing referrals, Fair Housing information and

other relocation services as needed without regard to race, color, religion, sex, familial status, age, disability, or national origin, so as to enable the family to obtain decent, safe and sanitary housing at an affordable rent.

- d. Where required, compensation to obtain replacement housing shall not exceed the statutory Uniform Relocation Act (URA) threshold.

7. Appeals/Counseling

- a. If a claim for assistance is denied by the City, the claimant may appeal, where applicable to the City of Chandler and their decision shall be final unless a court determines the decision was arbitrary and capricious.
- b. Counseling will be provided to displaced tenants in the areas housing counseling, fair housing, real estate transactions, and locating and evaluating replacement housing options. Counseling shall be provided by an appropriate service provider identified by the City.
- c. These services are available to ensure that no person is discriminated against based upon age, race, color, religion, sex, disability, familial status, national origin, or presence of children in the household and that the displaced tenants receives information concerning the full range of housing opportunities within the local housing market.

Reference:

HUD Handbook, Community Planning and Development (CPD)/Tenant Assistance, Relocation and Real Property Acquisition (1378.0)

Temporary Relocation Assistance Policy

Temporary Relocation Assistance Overview

Families residing in Chandler Public Housing may be asked to temporarily or permanently relocate for reasons that may include maintenance, capital improvements, or on a case-by-case basis for emergency purposes. This list is not all inclusive.

This policy will discuss the types of moves and responsibilities for costs, as well as limitations on costs paid by the city of Chandler.

Moving Costs

1. Self-Move

A self-move means that the temporarily displaced household will be responsible for the physical move of their furnishings and personal property. The self-move payment will be in accordance with the attached 2012 Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs Fixed Residential Move Cost Schedule published by the Federal Highway Administration.

** Note: The move assistance may not exceed the levels indicated for the average number of furnished rooms referenced in the Residential Moving Expense and Dislocation Allowance Payment Schedule for the State of Arizona.

2. Commercial Move

The City will procure the services of a licensed bonded moving company to move the tenant's household furnishings under this voluntary agreement when a self-move is not a viable option.

3. Packing and Unpacking Assistance

The City of Chandler will discuss relocation assistance options with the tenant and determine whether packing and unpacking services performed by a commercial moving company is necessary to accomplish the move.

4. Storage of Household Furnishings

The cost of storage for the tenant's furnishings will be provided when the City determines that storage is necessary for the housing rehabilitation work to occur.

Rental Assistance

The City of Chandler will provide up to \$_____ per month (variable, depending upon suitable unit) in rental assistance for the period of time the home/unit is being rehabilitated, or when the home/unit is habitable, whichever is shorter. The City will provide one referral to a suitable unit. The temporary replacement unit selected by the homeowner must pass a Housing Quality Standards inspection (HQS) performed by the City of Chandler Housing Rehab Specialist. The City of Chandler will NOT provide rental assistance for a unit that does NOT meet HQS requirements and rental assistance will NOT be provided for homeowners that temporarily relocate with family members.

Temporary relocation assistance expenses (rental assistance, moving costs, and storage) are paid by the City of Chandler and are not the tenant's responsibility.

Because the project is funded by HUD you will be protected by a federal law known as the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA).

Request for Temporary Relocation Assistance

Property Address: _____

Tenant (Head of Household): _____

Housing Program: _____

The City of Chandler has informed me that I need to temporarily move to facilitate the rehabilitation of my home/unit. I understand the information I provide will be used to help the City effectively plan and coordinate my move.

Anticipated Duration of Temporary Relocation

Starting on or about _____, I will move temporarily from my home and the estimated length of temporary relocation will be up to ___ **days**.

Temporary Replacement Unit Selection

The Housing Specialist has explained the temporary relocation assistance and I choose to:

- ___ Move to a suitable temporary housing unit identified by the City of Chandler that meets housing inspection standards.
- ___ Move in with friends/family.
- ___ Locate my own unit that will pass housing inspection standards.

Moving Assistance Needed (check all that apply):

- ___ Residential move by a licensed bonded moving company
- ___ Temporary storage for household furnishings that will not be moved to the temporary unit
- ___ Packing of household items
- ___ Unpacking of household items

Request for Temporary Relocation Assistance – Page 2

Pets:

- ___ I **do not** have pets.
- ___ I have pet(s) that will move with me.
 - ___ cats Number: _____

____ dogs Breed and number: _____

**The City of Chandler does not provide temporary shelter for pets.

Cable TV: **Yes / No** **Service Provider:** _____

Internet: **Yes / No** **Service Provider:** _____

ADA Unit Needed: **Yes / No** **Downstairs/Upstairs:** _____

Temporary Relocation Certification

I (we) have been provided a copy of the City of Chandler Temporary Relocation Policy and understand fully the conditions, restrictions and assistance stated in the Policy and do certify that my request to participate in this Policy is a voluntary act.

I (we) certify that the temporary relocation assistance offered by this Policy is needed, and that by signature below, I/we hereby request the assistance available under this policy be provided.

Head of Household Signature: _____ Date: _____

Other Household Member Signature: _____ Date: _____

Other Household Member Signature: _____ Date: _____

Other Household Member Signature: _____ Date: _____

City of Chandler Determination:

The Tenant is **eligible** to receive assistance available under the City's Temporary Relocation Assistance Policy.

The Tenant is **not eligible** to receive Temporary Relocation Assistance for the following reasons:

Housing Assistance Senior Program Manager Signature

Date

Public Housing Utility
Allowance Schedules

DRAFT- Pending

Violence Against Women Act

Addendum to FY 2025-2026 PHA Plan

The City of Chandler Housing and Redevelopment Division (COCHRD) has adopted a policy to implement applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of 2013 (Pub. L. 109-162) (VAWA). Goals, objectives, and policies enable the COCHRD to serve the needs of victims of domestic violence, dating violence, sexual assault, and stalking, as defined in VAWA, are stated below. This addendum reflects policy changes consistent with the Federal Register titled, The Violence Against Women Reauthorization Act of 2013 (FR-5720-F-03).

COCHRD is a division of the City of Chandler. COCHRD is located within the city limits of the City of Chandler in Arizona. All services provided by the City of Chandler Police Department (Chandler PD) are available to all residents of the City of Chandler Public Housing communities and Section 8 Housing Choice Voucher-assisted families residing within the City of Chandler, just as they are to all City of Chandler residents.

A. Activities, services, or programs provided by COCHRD, directly or in partnership with other service providers, to victims of domestic violence, dating violence, sexual assault or stalking.

The Chandler Police Department Victim Services Unit provides assistance to victims and witnesses of crime in the City of Chandler. Victim Services provides services to enhance the victim centered support for crime victims and survivors, aiding in their recovery and assisting them through the criminal justice system process.

The Victim Services Unit supports victims of threatened or actual crime during the investigative and judicial processes. Chandler Police Department Victim Services Program cannot provide legal advice.

Services Provided by Chandler PD to:

- Victims of sexual assault
- Victims of family and relationship violence
- Victims of violent crime
- Victims of stalking
- Surviving families of homicide victims
- Victims of non-family assaults/violence
- Families of youth that are missing or have run away
- Surviving families of suicide

Types of Services Provided by Chandler PD:

- Education on victim's rights
- Education about the criminal justice process
- Liaison services with patrol officers and detectives
- Liaison services with Property & Evidence
- Support during the criminal investigation
- Assistance with Orders of Protection
- Assistance with Injunctions Against Harassment
- Assistance with police reports
- Assistance with Crime Victim Compensation claims
- Information and referral to community resource
- 9-1-1 Phone Loan Program
- Transportation, as appropriate
- Assistance with emergency needs

B. Activities, services, or programs provided or offered that helps victims of domestic violence, dating violence, sexual assault, or stalking to obtain or maintain housing.

COCHRD has revised its Section 8 Housing Choice Voucher Administrative Plan and its Conventional Public Housing Admissions and Continued Occupancy Policy to comply with and support the Violence Against Women Act (VAWA) by establishing policies to support victims of domestic violence, dating violence, sexual assault, or stalking from being denied assistance evicted or terminated from housing assistance programs on the basis that the applicant or tenant is or has been a victim of a VAWA crime (FR-5720-F-03, pg. 80728). COCHRD includes HUD's Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and Alternate Documentation form, form HUD 5382, and the Notice of Occupancy Rights, and a notice advising families of their protections upon being admitted to a rental assistance program, if denied assistance, and in all negative action letters.

An applicant who has been a victim of domestic violence, dating violence, sexual assault, or stalking shall not be denied admission into the program if they are otherwise qualified.

COCHRD will not terminate a tenant's assistance who is the victim of domestic violence, dating violence, sexual assault, or stalking based on activity associated with the act of domestic violence, dating violence, sexual assault, or stalking as long as the victim tenant provides the required documentation that validates the victim's claim within 14 business days of receipt of the written request by COCHRD. An extension may be granted if COCHRD determines that an extension is warranted.

Actual and imminent threats of abuse will not be construed as serious or repeated violations of the lease or other "good cause" for termination of the assistance, tenancy or occupancy rights of a victim.

Criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any affiliated individual, guest or other person under the tenant's control, shall not be cause for termination of assistance, tenancy, or occupancy rights of the tenant; or if an immediate member of the tenant's family, or an affiliated individual is the victim or threatened victim of that abuse.

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.

A "tenant", or "lawful occupant", does not include affiliated individuals who are neither tenants nor lawful occupants. Affiliated individuals are not themselves afforded protections or remedies under VAWA 2013 or HUD's VAWA regulations. However, a tenant may be entitled to VAWA protections because an affiliated individual of that tenant is or was a victim of a VAWA crime. However, an affiliated individual cannot seek remedies from the housing provider.

The public housing lease includes residents' VAWA rights and responsibilities.

Section 8 HCV landlords/owners/managers are notified of their rights and responsibilities under VAWA.

Section 8 HCV participants and Public Housing residents are notified of their rights and responsibilities under VAWA.

Definitions of domestic violence, dating violence, sexual assault, and stalking have been included in the Section 8 Housing Choice Voucher Administrative Plan and the Conventional Public Housing Admissions and Continued Occupancy Policy.

At the tenant's request, COCHRD will contact Chandler PD, to assist the victim with determination of the best action and for referral to community services.

If damages to public housing property occur and is directly related to an act of domestic violence, dating violence, sexual assault, or stalking, COCHRD will not charge the victim resident with costs to repair if the tenant takes the steps necessary to protect against the perpetrator (police, court, counseling, etc.) and provides the required documentation that proves the claim of violence. If the victim takes the necessary steps and COCHRD waives any maintenance charges associated with damage due to domestic violence, dating violence, sexual assault, or stalking and the victim allows the perpetrator back into the unit, the tenant will be charged the full cost of the repair/replacement.

** COCHRD will review and take into consideration all circumstances to remove a person from the household. If warranted, COCHRD will issue a 24-hour notice of removal/trespassing, if allowed by court action or upon law enforcement advice/guidance. COCHRD provides an exception to the prohibition against a family moving under portability in violation of the lease in the Section 8 program. Within public housing, COCHRD will consider allowing a family to move if it is to protect a member of the family, or an affiliated individual who is a victim under VAWA and the only basis for the denial is that the family is violating the lease agreement.

C. Activities, services, or programs provided by COCHRD to prevent domestic violence, dating violence, sexual assault and stalking, or to enhance victim safety in assisted families.

Briefing packet and lobby notice explaining VAWA and the protections available to victims who are either applicants or participants to housing assistance through COCHRD.

COCHRD will also consider transfer between units to offer additional safety for the victim.

Section 8 voucher portability for a victim will be considered a priority action in order to remove the family as soon as possible from an imminent threat of harm. In such instances, at the request of the tenant, COCHRD will work with the landlord/owner/manager for a mutual rescission, or bifurcation of the lease.

COCHRD works directly with Chandler PD to enforce policy on reported instances of domestic violence, dating violence, sexual assault, and stalking on the public housing rental community properties. If the required documentation that proves the claim of violence is timely submitted, COCHRD will review for termination of assistance for the abuser, and Chandler PD will review for the possibility of trespassing the abuser from the public housing property, along with all other protections offered to the residents of the City of Chandler, such as orders of protection, etc.

For the Section 8 HCV program, COCHRD works directly with the Chandler Police Department and landlords/owners/managers on reported instances of domestic violence, dating violence, sexual assault, and stalking. If the required documentation is completed and timely submitted, COCHRD will review for termination of assistance for the abuser without terminating assistance or otherwise penalizing the victim. COCHRD does not have in-house counseling staff and does not provide activities, services, or programs directly. COCHRD works closely with Chandler PD. If the Police Department was not called at the time of the incident, COCHRD will offer the victim assistance by contacting Chandler PD who, together with the Chandler Family Advocacy Center, from the Chandler Victim Assistance Program.

Chandler Police Department is called to counsel victims of domestic violence, dating violence, sexual assault, or stalking to inform the victim of all services available.

All of these programs and policies form a network of services that provide or offer activities, services, or programs that help child and adult victims of domestic violence, dating violence, sexual assault, or stalking, to obtain or maintain housing, or to enhance victim safety in assisted families. ** If COCHRD bifurcates the lease and terminates the assistance of the perpetrator of the VAWA crime, or terminates the perpetrator's Section 8 assistance, and the remaining family members allow the tenant to move back into the unit, the remaining family members are in violation of the lease for unauthorized occupants.

If the victim of the VAWA crime allows the perpetrator onto the property, and if the presence of the perpetrator on the property will endanger others, or if COCHRD can demonstrate an actual and imminent threat to other tenants, or those employed at or providing services to the property, COCHRD will evict or terminate assistance of a victim of a VAWA crime (pg. 80731).

Crisis/ Helpline

- Shelter Hotline – 602-263-8900 or (800) 799-7739
- EMPACT/ Suicide Prevention Center Crisis Line – 480-784-1500
- Crisis Line – 602-222-9444 or (800) 631-1314
- Teen Lifeline – (800)248-8366

- Senior Helpline – 602-264-4357 or (888) 264-2258
- Veterans Crisis Line – 800-273-8255

Online Resources for Victim’s Rights

- Arizona Attorney General’s Office
- Arizona Voice for Crime Victims
- Department of Public Safety
- Maricopa County Attorney’s Office
- Maricopa County Crime Victim Compensation Application (English/Spanish)
- Office for Victims of Crime
- U.S Immigration and Customs Enforcement (ICE) Victim Notification Program

Online Community Resources

Counseling/Peer Support:

- A New Leaf – Helping Families...Changing Lives
- Catholic Charities Community Services
- Child Crisis Center
- Compassionate Friends – Supporting Families After a Child Dies
- Fresh Start Women’s Foundation Resource
- Parents of Murdered Children
- Southern Arizona Center Against Sexual Assault
- Survivors of Suicide

Directories:

- Child Care Resource and Referral
- Community Information & Referral
- Department of Economic Security (DES)
- Directory of Crime Victim Services

Information for Survivors

- Arizona Coalition to End Sexual and Domestic Violence
- Darkness To Light – Prevent Child Sexual Abuse
- End Stalking in America

Legal Assistance:

- Community Legal Services
- Family Lawyers Assistance Project (FLAP)
- Voice for Crime Victims

City of Chandler Housing and Redevelopment Division

EMERGENCY TRANSFER PLAN **FOR VICTIM OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING**

Public Housing Program

Emergency Transfers

The City of Chandler Housing and Redevelopment Division (COCHRD) is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act (VAWA), COCHRD allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation. The ability of COCHRD to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether COCHRD has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the federal agency that oversees that the **public housing and housing choice voucher (HCV) programs** are in compliance with VAWA.

Eligibility for Emergency Transfers

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking, as provided in HUD's regulations at 24 CFR part 5, subpart L, is eligible for an emergency transfer if the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant remains within the same unit. If the tenant is a victim of sexual assault, the tenant may also be eligible to transfer if the sexual assault occurred on the premises within the 90-calendar-day period preceding a request for an emergency transfer.

A tenant requesting an emergency transfer must expressly request the transfer in accordance with the procedures described in this plan.

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify the PHA's management office and submit a written request for a transfer to **any PHA office**. The PHA will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

1. A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under the PHA's program; OR

2. A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

Confidentiality

The PHA will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives the PHA written permission to release the information on a time-limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person or persons that committed an act of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence against Women Act for All Tenants for more information about the PHA's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

Emergency Transfer Timing and Availability

The PHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. The PHA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. The PHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

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

Emergency Transfers: Public Housing (PH) Program

If you are a public housing resident and request an emergency transfer as described in this plan, the PHA will attempt to assist you in moving to a safe unit quickly. The PHA will make exceptions as required to policies restricting moves.

Emergency transfers for which you are not required to apply for assistance include the following:

- Public housing unit in a different development
- Public housing unit in the same development, if you determine that the unit is safe

At your request, the PHA will refer you to organizations that may be able to further assist you.

You may also request an emergency transfer to the following programs for which you are required to apply for assistance:

- HCV tenant-based program
- HCV project-based assistance
- Other programs administered by the PHA (such as state housing programs)

Emergency transfers will not take priority over waiting list admissions for these types of assistance. At your request, the PHA will refer you to organizations that may be able to further assist you.

Safety and Security of Tenants

Pending processing of the transfer and the actual transfer, if it is approved and occurs, the tenant is urged to take all reasonable precautions to be safe.

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse, and Incest National Network's National Sexual Assault Hotline at 1-800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>. 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>.

EMERGENCY TRANSFER
2577-0286

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

OMB Approval No.

REQUEST FOR CERTAIN
06/30/2017

Exp.

**VICTIMS OF DOMESTIC
VIOLENCE, DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING**

Purpose of Form: If you are a victim of domestic violence, dating violence, sexual assault, or stalking, and you are seeking an emergency transfer, you may use this form to request an emergency transfer and certify that you meet the requirements of eligibility for an emergency transfer under the Violence Against Women Act (VAWA). Although the statutory name references women, VAWA rights and protections apply to all victims of domestic violence, dating violence, sexual assault or stalking. Using this form does not necessarily mean that you will receive an emergency transfer. See your housing provider's emergency transfer plan for more information about the availability of emergency transfers.

The requirements you must meet 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. In response, you may submit Form HUD-5382, or any one of the other types of documentation listed on that Form.

(2) You expressly request the emergency transfer. Submission of this form confirms that you have expressly requested a transfer. Your housing provider may choose to require that you submit this form or may accept another written or oral request. Please see your housing provider's emergency transfer plan for more details.

(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 submit this form or otherwise expressly request the transfer.

Submission of Documentation: If you have third-party documentation that demonstrates why you are eligible for an emergency transfer, you should submit that documentation to your housing provider if it is safe for you to do so. Examples of third party documentation include, but are not limited to: a letter or other documentation from a victim service provider, social worker, legal assistance provider, pastoral counselor, mental health provider, or other professional from whom

you have sought assistance; a current restraining order; a recent court order or other court records; a law enforcement report or records; communication records from the perpetrator of the violence or family members or friends of the perpetrator of the violence, including emails, voicemails, text messages, and social media posts.

Confidentiality: All information provided to your housing provider concerning the incident(s) of domestic violence, dating violence, sexual assault, or stalking, and concerning your request for an emergency transfer shall be kept confidential. 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 or an emergency transfer to you. 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 PERSON REQUESTING A TRANSFER

1. Name of victim requesting an emergency transfer: _____

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

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

4. Name(s) of other family member(s) who would transfer with the victim:

5. Address of location from which the victim seeks to transfer: _____

6. Address or phone number for contacting the victim: _____

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

8. Relationship of the accused perpetrator to the victim:

9. Date(s), Time(s) and location(s) of incident(s): _____

10. Is the person requesting the transfer a victim of a sexual assault that occurred in the past 90 days on the premises of the property from which the victim is seeking a transfer? _____

If Yes,, skip question 11. If no, fill out question 11.

11. Describe why the victim believes they are threatened with imminent harm from further violence if they remain in their current unit. _____

12. If voluntarily provided, list any third-party documentation you are providing along with this notice:

This is to certify that the information provided on this form is true and correct to the best of my knowledge, and that the individual named above in Item 1 meets the requirement laid out on this form for an emergency transfer. 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)** _____

City of Chandler Housing and Redevelopment Division

NOTICE OF OCCUPANCY RIGHTS

UNDER THE VIOLENCE AGAINST WOMEN ACT (VAWA)

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. The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees that **public housing and housing choice voucher** 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 or housing choice voucher**, 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 or housing choice voucher**, 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.

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 or housing choice voucher** 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 [PIH 2017-08]

The City of Chandler Housing and Redevelopment Division (COCHRD) 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 the COCHRD chooses to remove the abuser or perpetrator, COCHRD 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, COCHRD 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.

PIH Notice 2017-08 states that the VAWA Final Rule at 24 CFR 5.2009(b) establishes a reasonable time to establish eligibility under the covered housing program or find alternative housing following

lease bifurcation in situations where the individual who was evicted or whom assistance was terminated was the eligible tenant. This would only be an issue for mixed families, where assistance is being provided to the perpetrator and the victim is a member of the household who hasn't contended eligible immigration status:

- HUD clarified in the VAWA Final Rule that the 90-day time period does not apply to the HCV and Public Housing programs.
- Assistance is limited to 30 days if the remaining family member has not submitted documentation evidencing a satisfactory immigration status or a pending appeal of a verification determination of the family member's immigration status.

In removing the abuser or perpetrator from the household, COCHRD must follow Federal, State, and local eviction procedures. In order to divide a lease, COCHRD 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, COCHRD 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, COCHRD 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 COCHRD does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, COCHRD may ask you for such documentation, as described in the documentation section below.
- 2. You expressly request the emergency transfer.** COCHRD 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.

COCHRD 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.

COCHRD's emergency transfer plan provides further information on emergency transfers, and COCHRD 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

The COCHRD 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 COCHRD must be in writing, and COCHRD 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. The COCHRD 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 COCHRD as documentation. It is your choice which of the following to submit if the COCHRD 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, *CERTIFICATION OF DOMESTIC VIOLENCE DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING, AND ALTERNATE DOCUMENTATION*, form HUD 5382, given to you by COCHRD 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 the COCHRD has agreed to accept.

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

If the COCHRD 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), COCHRD 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, the COCHRD does not have to provide you with the protections contained in this notice.

Given the possible consequences to both the victim and the alleged perpetrator of domestic violence, dating violence, sexual assault, or stalking, it is important that any allegations made by one individual against another are made with the understanding that there are consequences if the allegations are false.

- (In this regard, form HUD-5382 advises that the submission of false information may be a basis for denial of admission, termination of assistance, or eviction.) (PIH Notice 2017-08)

Immigration Status/Self-Petitioner (PIH Notice 2017-02)

A “Self-Petitioner” is a category of battered noncitizens seeking legal permanent resident status without the cooperation or knowledge of their abusive relative. A “VAWA Self-Petitioner” is a category of battered noncitizens seeking VAWA-related relief and other VAWA-related petitions or applications for lawful permanent resident status.

PIH Notice 2017-02 explains the procedures that COCHRD must follow when an applicant or resident/tenant requests admission or continued residency as a result of being a VAWA self-petitioner

- A. In accordance with Section 214 of the Housing and Community Development Act of 1980, HUD may not allow financial assistance to ineligible non-citizens, but assistance must not be denied while verifying immigration status or appeal of a determination as to satisfactory immigration status is pending.
- B. HUD has determined that self-petitioners can indicate that they are in “satisfactory immigration status” when applying for assistance or continued assistance from Section 214 covered housing providers. “Satisfactory immigration status” means an immigration status which does not make the individual ineligible for financial assistance. After verifying such immigration status in the Department of Homeland Security (DHS) Systematic Alien Verification for Entitlements (SAVE) System, the COCHRD will make a final determination as to the self-petitioner’s eligibility for assistance.
- C. COCHRD will not deny, reduce, or terminate the assistance of a VAWA Self-Petitioner who claims “satisfactory immigration status”. COCHRD will verify that the applicant or participant is a self-petitioner by utilizing the SAVE system to verify immigration status.
- D. All protections afforded under VAWA apply to the self-petitioner throughout the verification process.
- E. Not every noncitizen victim who has been subjected to battery or extreme cruelty will qualify under these procedures. In order to qualify, the noncitizen victim must have been battered or subjected to extreme cruelty by their spouse or parent, who is a U.S. citizen or LPR. COCHRD may receive a petition at any time, but submissions will most likely be related to a request for VAWA protections pursuant to 24 CFR Part 5 Subpart L (e.g. with a request for an emergency transfer or family breakup resulting from domestic violence, dating violence, sexual assault, or stalking).
- F. COCHRD will follow the steps outlined in PIH Notice 2017-02 to complete verification.

Confidentiality

The COCHRD 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.

The COCHRD must not allow any individual administering assistance or other services on behalf of COCHRD (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.

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

- You give written permission to COCHRD to release the information on a time limited basis.
- The COCHRD 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 COCHRD or your landlord to release the information.

VAWA does not limit COCHRD'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, COCHRD 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 COCHRD 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 COCHRD can demonstrate the above, COCHRD 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 COCHRD's for violations of these rights and seek assistance, if needed, by contacting or filing a complaint with Amy Jacobson, Housing and Redevelopment Manager or HUD's Phoenix field office.

For Additional Information

You may view a copy of HUD's final VAWA rule at [gpo.gov/fdsys/pkg/FR-2016-11-16/pdf/2016-25888.pdf](https://www.gpo.gov/fdsys/pkg/FR-2016-11-16/pdf/2016-25888.pdf). Additionally, COCHRD must make a copy of HUD's VAWA regulations available to you if you ask to see them. For questions regarding VAWA, please contact your housing specialist.

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 2-1-1 within Arizona or at <https://211arizona.org/domestic-violence/>

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 2-1-1 within Arizona or at 211arizona.org/domestic-violence.

Victims of stalking seeking help may contact 2-1-1 within Arizona or at 211arizona.org/domestic-violence.

**NOTICE OF OCCUPANCY RIGHTS UNDER THE VIOLENCE AGAINST WOMEN ACT, FORM HUD-5380
The Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, and
Alternate Documentation, Form HUD-5382**

I have received a copy of the above-named HUD forms.

Physical Address

APPLICANT/TENANT PRINTED NAME: _____

APPLICANT/TENANT SIGNATURE: _____

DATE SIGNED: _____

Other Adult Household Member Signature

Date

Other Adult Household Member Signature

Date

Other Adult Household Member Signature

Date

CERTIFICATION OF
2577-0286
DOMESTIC VIOLENCE,
06/30/2017
DATING VIOLENCE,
SEXUAL ASSAULT, OR STALKING,
AND ALTERNATE DOCUMENTATION

U.S. Department of Housing
and Urban Development

OMB Approval No.

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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). If you need more room, please use the back of this form or another piece of paper:

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.

VEHICLE POLICY

Family Apartment Sites

THE FOLLOWING RULES GOVERN THE USE OF PARKING AREAS AT THE CITY OF CHANDLER PUBLIC HOUSING PROPERTIES LOCATED AT 130 NORTH HAMILTON, 210 NORTH HAMILTON, 73 SOUTH HAMILTON AND 660 SOUTH PALM LANE.

NUMBER OF VEHICLES

Each apartment leased by a tenant/family allows one (1) vehicle to be registered to park on the property. Tenants with more than one (1) vehicle must park off the site on the public street not in visitor parking spaces. Any tenant, who parks more than one (1) vehicle on the property, will be noticed, fined, and/or the unauthorized vehicle will be towed. Each parking violation will be considered a violation of the Lease. Multiple parking tickets may be considered a repeated violation of a material term of the Lease ((XV(B)).

ASSIGNED PARKING SPACES

Each apartment will be assigned a numbered parking space corresponding with their apartment. Tenants may park only in their assigned space with a current decal attached to their vehicle. All vehicles will park head-in. No vehicles will be backed into a parking space. All tenants will park between the marked lines of the parking space and the vehicle or load/mirrors may not extend past the interior of the parking stripes/area.

The Housing Youth Center (HYC) parking lots are reserved for HYC related parking only, as is Head Start designated parking areas. Tenants are not to use these locations in place of their assigned space or for additional vehicles. Any tenant, who parks in another tenant's assigned space will be noticed, fined, and/or towed.

REGISTERING OF VEHICLES

Each tenant wishing to park a vehicle on the property will register that vehicle with the City's Housing Office. Commercial vehicles, with the exception of standard size passenger vehicle and a standard size pick-up truck, are not allowed to be registered or parked on the apartment site. The vehicle should be properly registered with the Motor Vehicle Division and be properly insured. Any driver of a registered vehicle should be properly licensed.

PARKING DECAL

The tenant will receive a parking decal, along with a copy and explanation of the policy, rules and regulations. All vehicles must have an appropriate decal to park in an assigned parking space.

If, for any reason, a tenant no longer owns or operates a vehicle with a current City's Housing parking decal on it, the tenant will notify the City's Housing Office within forty-eight (48) hours of the change. If a tenant acquires a different vehicle and wishes to park the new vehicle in their assigned space, the tenant must ***first*** have a new parking decal issued for that vehicle.

Failure to do so ***before*** parking on housing property will result in a notice, fine and/or tow. **Only one parking decal per apartment will be issued at any time.** The parking decal will be displayed on the driver's side of the rear window; however, the alternate location for tinted windows will be the front passenger lower right side window. The parking decal will be visible at all times. Any alterations to the decal will result in a notice and fine and/or tow and the tenant will be required to purchase a new parking decal. The decal will be valid until the vehicle is replaced, damaged, unreadable or the lease is terminated. The cost to the tenant for a new vehicle replacement decal or damaged decal is \$5.00 per occurrence.

TEMPORARY PARKING

Temporary parking in visitor spaces are at the discretion of the City's Housing Office and made on a case-by-case basis. Tenants needing temporary parking must meet with their assigned Housing Specialist.

LOST OR STOLEN PARKING DECALS

If, for any reason, a parking decal that is attached to the vehicle becomes damaged or missing, the tenant will notify the City's Housing Office within forty-eight (48) hours. A replacement decal will then be issued. The cost of the replacement decal will be \$5.00.

VISITOR PARKING

Tenants are responsible for communicating the vehicle policy rules to their guests and service providers. Tenant's visitors will park only in marked "*Visitor*" spaces. If there are no visitor spaces available, the visitor will be required to park off the property. Visitors will not park in the spaces assigned to tenants. Visitors may not park in a visitor space for longer than twenty-four (24) hours without City's Housing Office prior approval. (**NOTE:** Tenants are required to notify the City's Housing Office regarding any visitor(s) who is staying overnight.) **Tenants are responsible for their visitors' parking.** Visitors parking policy violations may result in a lease violation, a fine, and/or towing, and will be charged to the appropriate tenant.

UNAUTHORIZED PARKING

1. No parking outside or beyond the marked parking spaces or having loads or object that protrudes beyond the designated parking space.
2. No parking on sidewalks, pathways or common areas.
- ~~3.~~ **No parking on lawns or other landscaped areas, including granite/gravel areas.**
4. No parking in fire lanes.
5. No boats, trailers, or campers.
6. Vehicles larger than the standard size passenger vehicle/van/pick-up truck are not permitted on the property.
7. Do not block access to dumpsters.
8. Never block entrances or exits with any vehicle.
9. Do not park in any other area designated by hash marks, and/or no parking areas.

10. Vehicles, which are determined by the City's Housing Office, to be inoperable or leaking excessive fluids or posing a threat to the safety of the tenants, shall not be stored or allowed on the property.
- 11. Never store or park a motorcycle, motorbike, etc. inside a building/storage unit.**

A vehicle may be temporarily parked in the driveway (**EXCEPT MARKED FIRE LANES**) only for and during loading, or unloading, **and shall not be left unattended**. Vehicles parked in a driveway for loading or unloading must not block the drive, dumpsters, or any other tenant's assigned space. Any vehicle found in violation of the above policy will result in a notice and fine and/or possible towing at owner's expense.

VEHICLE MAINTENANCE

Vehicle maintenance and washing of vehicles is not allowed on the property. Please take your vehicle to a car wash facility to wash your vehicle or a repair or service shop for service. Motor vehicle parts may not be left unattended, stored outside the apartments, on the common grounds or around vehicles. Such parts found unattended will be disposed of immediately by City's Housing Office personnel and the tenant will be charged for clean-up.

INOPERATIVE VEHICLES

No vehicle shall be left inoperative on the property for more than forty-eight (48) hours. Tenants may be required to start up and drive a vehicle at the request of the City of Chandler Housing Police Officer or Housing Office Representative. If the vehicle fails to start, fails to move under its own power, or if the tenant refuses or otherwise fails to start up and drive a vehicle, that vehicle will be considered to be inoperable and the tenant will be noticed, fined and/or subject to towing.

VEHICLES THAT ARE LEAKING EXCESSIVE FLUIDS

After notification the tenant will have twenty-four (24) hours to clean up leaking fluids because a continuous leak will result in damage to the asphalt. Clean up includes removing any material(s) used for absorbing fluids.

To avoid a ticket, cleanup charges and/or repair charges for damage or staining to the surface, tenants are highly encouraged to use a drip pan under any vehicle with gas, oil, transmission, or radiator leaks. If a drip pan will be used ensure you mark the pan with your name and unit number and clean it often.

EXCESSIVE LEAKING REFERS TO ANY LEAK THAT CREATES A PUDDLE OR STAIN GREATER THAN FOUR (4) INCHES IN DIAMETER. PICTURES WILL BE TAKEN OF VEHICLE CAUSING LEAKS AS WELL AS THE LEAK ITSELF AND PLACED IN THE TENANT'S FILE ALONG WITH A COPY OF THE TICKET.

WARNINGS

At the sole discretion of the City of Chandler Housing Police officer or City's Housing Office Representative, a warning may be issued in lieu of towing for a first time offender.

PARKING VIOLATION NOTICES (TICKETS)

Parking violation notices (tickets) that result in fines will be issued by the City of Chandler Housing Police Officer or City's Housing Representative for any violation listed in this Vehicle Policy (also see Schedule of Charges). A copy of the notice (ticket) will be placed on the vehicle and a copy will be mailed to the tenant by first class mail. Tenants will have ten (10) business days from receipt of the parking violation notice to request a hearing regarding the parking violation. **Parking fines will be added to the monthly statement of charges (rent and other charges) after the violation.**

TOWING

The City's Housing Office, the local Police Department or the Fire Department may tow any vehicle on the property under the following conditions:

1. Any vehicle that is in violation of any section of this vehicle parking policy or other traffic control policies.
2. Any vehicle that constitutes an emergency situation or is an immediate threat to the health or safety of tenants or staff.

Tow notices will be in the form of a tow sticker attached to the vehicle. This tow sticker will include vehicle description and the tow date. Removal of this tow sticker by the tenant will not stop a tow. Any vehicle that is towed will be done at the expense of the owner.

SCHEDULE OF CHARGES

All parking policy violations will be addressed as follows:

- First Parking Violation Notice:.....\$10.00 fine and receive a parking violation notice (ticket).
- Second Parking Violation Notice: .\$20.00 fine, parking violation notice and counseling.
- Third Parking Violation Notice:.....\$30.00 fine, loss of on-site parking privileges for three (3) months.
- Fourth and Subsequent Notices:..Vehicle towed at tenant's expense and permanent loss of on-site parking privileges.

VEHICLE REGISTRATION

VEHICLE POLICY

Family Apartment Sites

| |
|--------------------------------|
| VEHICLE INFORMATION |
| Name of Owner: _____ |
| Address of Owner: _____ |
| Make: _____ |

Model: _____

Year: _____ **Color:** _____

Plate #: _____

State of Registration: _____

The signature of Tenant and any Co-Tenants as set forth below is their acknowledgment that they have received and reviewed the Vehicle Policy and that the terms and conditions have been thoroughly explained to them.

Head of Household Signature

Date

Other Adult Household Member Signature

Date

Other Adult Household Member Signature

Date

Other Adult Household Member Signature

Date



Vehicle Policy Kingston Arms Apartments

NUMBER OF VEHICLES

Each apartment leased by a tenant/family allows one (1) vehicle to be registered to park on the property. Tenants with more than one (1) vehicle must park off the site on the public street not in visitor spaces. Any tenant, who parks more than one (1) vehicle on the property will be noticed, fined and/or the unauthorized vehicle will be towed. Each parking violation will be considered a violation of the Lease.

ASSIGNED PARKING SPACES

Parking spaces are not assigned at Kingston Arms due to the limited amount of parking spaces. Parking is on a first come, first served basis. All vehicles will park head-in. No vehicles will be backed into a parking space. All tenants will park between the marked lines of the parking space and the vehicle or load/mirrors may not extend past the interior of the parking stripes/area.

REGISTERING OF VEHICLES

Each tenant wishing to park a vehicle on the property will register that vehicle with the City's Housing Office. Commercial vehicles, with the exception of a standard size passenger vehicle and a standard size pick-up truck, are not allowed to be registered or parked on the apartment site. The vehicle should be properly registered with the Motor Vehicle Division and be properly insured. Any driver of a registered vehicle should be properly licensed.

PARKING DECAL

The tenant will receive a parking decal, along with a copy and explanation of the policy, rules and regulations. All vehicles must have an appropriate decal to park in a parking space.

If, for any reason, a tenant no longer owns or operates a vehicle with a current City's Housing parking decal on it, the tenant will notify the City's Housing Office within forty-eight (48) hours of the change. If a tenant acquires a different vehicle and wishes to park the new vehicle in the parking lot, the tenant must **first** have a new parking decal issued for that vehicle. Failure to do so **before** parking on housing property will result in a notice, fine and/or tow. **Only one parking decal per apartment will be issued at any time.** The parking decal will be displayed on the driver's side of the rear window; however, the alternate location for tinted windows will be the front passenger lower right side window. The parking decal will be visible at all times. Any alterations to the decal will result in a notice and fine and/or tow and the tenant will be required to purchase a new parking decal. The decal will be valid until the

vehicle is replaced, damaged and unreadable or the lease is terminated. The cost to the tenant for a new vehicle replacement decal or damaged decal is \$5.00 per occurrence.

LOST OR STOLEN PARKING DECALS

If, for any reason, a parking decal that is attached to the vehicle becomes damaged or missing, the tenant will notify the City's Housing Office within forty-eight (48) hours. A replacement decal will then be issued. The cost of the replacement decal will be \$5.00.

VISITOR PARKING

Tenants are responsible for communicating the vehicle policy rules to their guests and service providers. Tenant's visitors will park only in marked "Visitor" spaces. If there are no visitor spaces available, the visitor will be required to park off the property. Visitors will not park in the spaces available to tenants. Tenants are not to park in visitor's spaces. Visitors may not park in a visitor space for longer than twenty-four (24) hours without City's Housing Office approval. (**NOTE:** Tenants are required to notify the City's Housing Office regarding any visitor(s) who is staying overnight.) **Tenants are responsible for their visitors' parking.** Visitors' parking policy violations may result in a lease violation and fine and/or towing, and will be charged to the appropriate tenant.

UNAUTHORIZED PARKING

1. No parking outside or beyond the marked parking spaces or having loads or object that protrudes beyond the designated parking space.
2. No parking on sidewalks, pathways or common areas.
3. No parking on lawns or other landscaped areas, including granite/gravel areas.
4. No parking in fire lanes.
5. No boats, trailers, or campers.
6. Vehicles larger than the standard size passenger vehicle/van/pick-up truck are not permitted on the property.
7. Do not block access to dumpsters.
8. Never block entrances or exists with any vehicle.
9. Do not park in any other area designated by hash marks, and/or no parking areas.
10. Vehicles, which are determined by the City's Housing Office, to be inoperable or leaking excessive fluids or posing a threat to the safety of the tenants, shall not be stored or allowed on the property.
11. Never store or park a motorcycle, motorbike, etc. inside a building/storage unit.

A vehicle may be temporarily parked in the driveway (**EXCEPT MARKED FIRE LANES**) only for and during loading or unloading, **and shall not be left unattended**. Vehicles parked in a driveway for loading or unloading must not block the drive or dumpsters. Any vehicle found in violation of the above policy will result in a notice and fine and/or possible towing at owner's expense.

VEHICLE MAINTENANCE

Vehicle maintenance and washing of vehicles is not allowed on the property. Please take your vehicle to a car wash facility to wash your vehicle or a repair or service shop for service. Motor vehicle parts may not be left unattended, stored outside apartments, on the common grounds or around vehicles. Such parts found unattended will be disposed of immediately by City's Housing Office personnel and the tenant will be charged for clean up.

INOPERATIVE VEHICLES

No vehicle shall be left inoperative on the property for more than forty-eight (48) hours. Tenants may be required to start up and drive a vehicle at the request of the City of Chandler Housing Police Officer or City's Housing Office Representative. If the vehicle fails to start, fails to move under its own power, or if the tenant refuses or otherwise fails to start up and drive a vehicle, that vehicle will be considered to be inoperable and the tenant will be noticed, fined and/or subject to towing.

VEHICLES THAT ARE LEAKING EXCESSIVE FLUIDS

After notification the tenant will have twenty-four (24) hours to clean up leaking fluids because a continuous leak will result in damage to the asphalt. Clean up includes removing any material(s) used for absorbing fluids.

To avoid a ticket, cleanup charges and/or repair charges for damage, or staining to the surface, tenants are highly encouraged to use a drip pan under any vehicle with gas, oil, transmission, or radiator leaks. If a drip pan will be used, ensure you mark the pan with your name and unit number and clean it often.

Excessive leaking refers to any leak that creates a puddle or stain greater than four (4) inches in diameter. Pictures will be taken of vehicle causing leaks as well as the leak itself and placed in the tenant's file along with a copy of the ticket.

WARNINGS

At the sole discretion of the City of Chandler Housing Police Officer or City's Housing Representative a warning may be issued in lieu of towing for a first time offender.

PARKING VIOLATION NOTICES (TICKETS)

Parking violation notices (tickets) that result in fines will be issued by the City of Chandler Housing Police Officer or Housing Representative for any violation listed in this Vehicle Policy (also see Schedule of Charges). A copy of the notice (ticket) will be placed on the vehicle and a copy will be mailed to the tenant by first class mail. Tenants will have ten (10) business days from receipt of the parking violation notice to request a hearing regarding the parking violation. **Parking fines will be added to the monthly statement of charges (rent and other charges) after the violation.**

TOWING

The City's Housing Office, the local Police Department or Fire Department may tow any vehicle on housing division the property under the following conditions:

1. Any vehicle that is in violation of any section of this Vehicle Policy or other traffic control policies.

2. Any vehicle that constitutes an emergency situation or is an immediate threat to the health or safety of tenants or staff.

Tow notices will be in the form of a tow sticker attached to the vehicle. This tow sticker will include vehicle description and the tow date. Removal of this tow sticker by the tenant will not stop a tow. Any vehicle that is towed will be done at the expense of the owner.

SCHEDULE OF CHARGES

All parking policy violations will be addressed as follows:

- First Parking Violation Notice:....\$10.00 fine, counseling, and a lease violation.
- Second Parking Violation Notice: \$20.00 fine, counseling, and a lease violation.
- Third Parking Violation Notice:..\$30.00 fine, loss of on-site parking privileges for three (3) months.
- Fourth and Subsequent Notices: Vehicle towed at tenant’s expense and permanent lossof on-site parking privileges.

VEHICLE REGISTRATION
Vehicle Policy
Kingston Arms Apartments

| VEHICLE INFORMATION | |
|--|--|
| Name of Owner: _____ | |
| Address of Owner: _____ | |
| Make: _____ | |
| Model: _____ | |
| Year: _____ Color: _____ | |
| Plate #: _____ | |
| State of Registration: _____ | |

The signature of Tenant and any Co-Tenants as set forth below is their acknowledgment that they have received and reviewed the Vehicle Policy and that the terms and conditions have been thoroughly explained to them.

Head of Household Signature

Date

Other Adult Household Member Signature

Date

Other Adult Household Member Signature

Date

Other Adult Household Member Signature

Date



VEHICLE POLICY

Scattered Site Housing

NUMBER OF VEHICLES

Each scattered site home leased by a tenant/family allows a maximum of up to four (4) vehicles to be registered to park on the property. Any tenant, who parks more vehicles, than is registered with the City's Housing Office will be noticed and fined and/or the unauthorized vehicle will be towed. If tenant wishes to park more than the number of authorized, registered vehicles, any additional vehicles must be parked off the property. Each parking violation will be considered a violation of the Lease.

PARKING

Tenants will only be allowed to park on the existing concrete driveway, under the carport or in the garage, depending on the parking amenities that come with the home. Parking may also be allowed on the public street. Tenants and their visitors are not allowed to park on front, side or rear yards, sidewalks or patios. This parking restriction includes all motorized vehicles, and attachments.

REGISTERING OF VEHICLES

Each tenant wishing to park a vehicle on the property will register that vehicle with the City's Housing Office. Commercial vehicles, with the exception of standard size passenger vehicles and standard size pick-up trucks, are not allowed to be registered or parked on the property. All vehicles should be properly registered with the Motor Vehicle Division and be properly insured. Any driver of a registered vehicle should be properly licensed.

PARKING DECAL

The tenant will receive a parking decal, along with a copy and explanation of the policy, rules and regulations. All vehicles must have an appropriate decal to park at their residence.

If, for any reason, a tenant no longer owns or operates a vehicle with a current City's Housing parking decal on it, the tenant will notify the City's Housing Office within forty-eight (48) hours of the change. If a tenant acquires a different vehicle and wishes to park the new vehicle at their residence, the tenant must ***first*** have a new parking decal issued for that vehicle. Failure to do so ***before*** parking at the residence will result in a notice, fine and/or tow. The parking decal will be displayed on the driver's side of the rear window; however, the alternate location for tinted windows will be the front passenger lower right side window. The parking

decal will be visible at all times. Any alterations to the decal will result in a notice and fine and/or tow and the tenant will be required to purchase a new parking decal. The decals will be valid until the vehicle is replaced, damaged, unreadable or the lease is terminated. The cost to the tenant for a new vehicle replacement decal or damaged decal is \$5.00 per occurrence.

LOST OR STOLEN PARKING DECALS

If, for any reason, a parking decal that is attached to the tenant vehicle becomes damaged or missing, the tenant will notify the City's Housing Office within forty-eight (48) hours. A replacement decal will then be issued. The cost of the replacement decal will be \$5.00.

VISITOR PARKING

Tenants are responsible for communicating the vehicle policy rules to their guests and service providers. Tenant's visitors may not park at a tenant's home for more than twenty-four (24) hours without City's Housing Office approval. **(NOTE: Tenants are required to notify the City's Housing Office regarding any visitor(s) staying overnight.) Tenants are responsible for their visitors' parking.** Visitors' parking policy violations may result in a notice and fine and/or tow, and will be charged to the appropriate tenant.

UNAUTHORIZED PARKING

1. No parking on lawns or other landscaped areas.
2. No parking on sidewalks, pathways or granite/gravel areas.
3. No parking in back yards or alleys.
4. Never store or park a motorcycle, motorbike, etc. inside a home/storage unit.

Any vehicle found in violation of the above policy will result a notice and fine and/or possible towing at owner's expense.

VEHICLE MAINTENANCE

Vehicle maintenance is not allowed on the property. Motor vehicle parts may not be left unattended or stored outside the home, on the driveway or around vehicles. Such parts found unattended will be disposed of immediately by City's Housing Office personnel, and the tenant will be charged for clean up.

Tenants or visitors found to be in violation of this policy will be noticed and fined and potentially charged for any clean up costs.

INOPERATIVE VEHICLES

No vehicle shall be left inoperative at a tenant's home for more than forty-eight (48) hours. Tenants may be required to start up and drive a vehicle at the request of the City of Chandler Housing Police Officer or Housing Representative. If the vehicle fails to start, fails to move under its own power, or if the tenant refuses or otherwise fails to start up and drive a vehicle, that vehicle will be considered to be inoperable, and the tenant will be noticed and fined and/or subject to towing.

Storage of inoperable or "project" vehicles is also not allowed in garages, carports or on driveways. Boats, trailers, RV's, ATV's (etc.) are to be parked or stored at an off property storage facility and not parked at

the residence. If accessory recreational type vehicles must be temporarily parked on property (for overnight loading or unloading), they must adhere to the previously outlined rules and they must be in good and operable condition. Boats, campers and RV's may not be used for storage purposes.

VEHICLES THAT ARE LEAKING EXCESSIVE FLUIDS

After notification the tenant will have twenty-four (24) hours to clean up leaking fluids because a continuous leak will result in damage to the surface. Clean up includes removing any material(s) used for absorbing fluids.

To avoid a ticket, cleanup charges, and/or repair charges for damage or staining to the surface, tenants are highly encouraged to use a drip pan under any vehicle with gas, oil, transmission, or radiator leaks. If a drip pan will be used ensure you mark the pan with your name and clean it often.

EXCESSIVE LEAKING REFERS TO ANY LEAK THAT CREATES A PUDDLE OR STAIN GREATER THAN FOUR (4) INCHES IN DIAMETER. PICTURES WILL BE TAKEN OF VEHICLE CAUSING LEAKS AS WELL AS THE LEAK ITSELF AND PLACED IN THE TENANT'S FILE ALONG WITH A COPY OF THE TICKET.

WARNINGS

At the sole discretion of the City of Chandler Housing Police Officer or City's Housing Representative a warning may be issued in lieu of towing for a first-time offender.

PARKING VIOLATION NOTICES (TICKETS)

Parking violation notices (tickets) that result in fines will be issued by the City of Chandler Housing Police Officer or a City's Housing Representative for any violation listed in this Vehicle Policy (also see Schedule of Charges). A copy of the notice (ticket) will be placed on the vehicle and a copy will be mailed to the tenant by first class mail. Tenants will have ten (10) business days from receipt of the parking violation notice to request a hearing regarding the parking violation. **Parking fines will be added to your monthly statement of charges (rent and other charges) after the violation.**

TOWING

The City's Housing Office, the local Police Department or Fire Department may tow any vehicle on the property under the following conditions:

1. Any vehicle that is in violation of any section of this vehicle policy or other traffic control policies.
2. Any vehicle that constitutes an emergency or is an immediate threat to the health or safety of tenants or staff.

Tow notices will be in the form of a tow sticker attached to the vehicle. This tow sticker will include vehicle description and the tow date. Removal of this tow sticker by the tenant will not stop a tow. Any vehicle that is towed will be done at the expense of the owner.

SCHEDULE OF CHARGES

All parking policy violations will be addressed as follows:

- First Parking Violation Notice:.....\$10.00 fine and receive a parking violation notice (ticket).
- Second Parking Violation Notice: . \$20.00 fine, parking violation notice and counseling.
- Third Parking Violation Notice:.....\$30.00 fine, loss of on-site parking privileges for three (3) months.
- Fourth and Subsequent Notices:..Vehicle towed at tenant's expense and permanent loss of on-site parking privileges.

VEHICLE REGISTRATION/INFORMATION

VEHICLE POLICY

Scattered Site Housing

| VEHICLE INFORMATION | |
|-------------------------------|---------------------------|
| Name of Owner: | _____ |
| Address of Owner: | _____ |
| Make: | _____ |
| Model: | _____ |
| Year: | _____ Color: _____ |
| Plate #: | _____ |
| State of Registration: | _____ |

The signature of Tenant and any Co-Tenants as set forth below is their acknowledgment that they have received and reviewed the Vehicle Policy and that the terms and conditions have been thoroughly explained to them.

Head of Household Signature

Date

Other Adult Household Member Signature

Date

Other Adult Household Member Signature

Date

Other Adult Household Member Signature

Date