

RESIDENT HANDBOOK

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BETTER HOUSING RESIDENT HANDBOOK

Welcome to your new home!

We want to make your stay with us comfortable and enjoyable. We hope you will like your new surroundings and soon get acquainted with your neighbors.

You, as the resident, and we, as the community managers, have a responsibility to each other. Hopefully, by clarifying these responsibilities at the very beginning, we can better achieve our objective, to provide and maintain quality housing so that this community will always be a clean, safe, and respected addition to the neighborhood.

It is for these reasons that this handbook has been prepared. The Resident Handbook is designed to aid you on many questions that you may have. It offers instructions which you will find helpful in your daily living. It also includes the Rules and Regulations which all of the resident here will have to live by. You must remember that we all have neighbors and should treat our neighbors as we would want to be treated.

Please take the time to read through its pages and do not hesitate to call the office if you have any questions.

SECTION 1 INTRODUCTION

Your Management Team

The Housing Authority of the City of Erie (HACE) is the management agent for this property.

Our office is located at

606 Holland Street
Erie, PA 16501
814-452-2425

Your Manager is:

Elizabeth Twohig
226 East 17th St. F
Erie, PA 16503
814-455-8379

Maintenance Calls:

814-898-0937

Office Hours

Hours of operation are posted on the office door. These hours have been established to provide service during normal work periods. Please feel free to visit or call the office regarding service requests, rent payment or to obtain assistance.

SECTION 2 OCCUPANCY

Payment of Rent

Rent is due and payable on or before the first of each month. There will be a late charge of twenty-five dollars (\$25) if rent is not paid by the tenth (10th) of the month.

Rent statements are mailed out by the first of the month. Statements must be taken to an authorized bank to make payment or you may sign up in the management office to have rent automatically deducted from a bank account.

NO CASH WILL BE ACCEPTED IN THE OFFICE AT ANY TIME FOR ANY PAYMENTS.

Mail Information

Mail is delivered by the post office to the mailboxes on the first floor. Your mailbox will be listed under your apartment number.

Mailing Address:

Name (John Smith)
Apartment #
Street Address
City & State Zip

At no time shall a resident allow a non-resident to receive mail at their home address. If this situation occurs it will be considered as the non-resident establishing tenancy which is a violation of the lease agreement.

Deliveries

Deliveries will be the responsibility of the resident. Our building has no provisions for accepting deliveries. Management assumes no responsibility for loss or damage of any item or merchandise delivered resulting from an act of its agents or employees.

Apartment Keys

Management will retain a key for each lock in the development and residents shall not alter any lock or install a new lock on any door of the development. This includes chain and slide locks.

If you lose any or all of your keys, there will be a charge to replace them. If you require complete lock changes, you will be responsible for the full amount of the bill if a locksmith is called in to perform the work.

In certain instances, we will issue an extra key to your apartment for use by a home health aide or family member. There will be a \$2.00 charge for each additional key issued. The charge will be returned to you in full if and when we receive the key back. We must have on file who will have a key and a number to contact them in case of emergency.

DO NOT GIVE OUT YOUR KEYS TO ANYONE, FOR SECURITY REASONS.

Occupancy

Only those persons named on your Lease and HUD Form 50059 are permitted to occupy your apartment.

Guests: Maximum stay for guests is two (2) weeks per calendar year and does not need to be consecutive days. It is a total of 2 weeks per year.

Any person(s) staying more than two (2) weeks (unless otherwise notified) will be considered resident and that person(s) must be added to the lease (provided such an addition does not increase the family composition to over-housing) and be subject to the terms of the Lease.

Persons listed on the Housing Authority of the City of Erie's Trespass and Banning List and the Better Housing No Trespass List ARE NOT ALLOWED ON THE PROPERTY OD IN YOUR APARTMENT. The list is available in the office. There will be a zero tolerance for allowing individuals on this list to be on the property. Failure to comply with this will result in eviction.

Live-in Aides must meet the Occupancy Guidelines as set forth by HUD and HACE. Please contact the Manager for more information.

Residents that are utilizing supportive services, including aides, are responsible for the actions of those service providers while they are in your home. Supportive service personnel must comply with house rules and regulations while on the property. Violations of the rules by service providers may lead to eviction of the household.

Sex Offender Screening

Every year at your annual certification the staff will be checking for sex offender registration for all adult household members. If it is found that a household member is on the list, the property will pursue eviction or termination of tenancy as cited in the lease to the extent allowed by local or state law.

Utilities

If you are required to have gas and/or electric in your name, continuous service is mandatory and any termination of these services for non-payment or other reason could result in termination of your lease.

Cable Television/Satellite Dishes

Information regarding cable television can be obtained by contacting the Rental Office. It should be noted that installation of cable television is fully optional, and all costs incurred for installation and monthly service charges will be paid by the resident. You are not permitted to have satellite dishes attached to the building anywhere or in any fashion.

Welfare Checks

Management on occasion will come up to your apartment to check on you if we receive reports that you have not been seen or something is not right. If necessary we will use our key and enter your unit to ascertain that you are not hurt or in need of medical attention. This is strictly used only when needed for your safety.

Disturbing Noises

Residents shall not permit any noise or vibration to be transmitted beyond their apartment. Residents shall not conduct vocal or musical instrument instruction, play or allow to be played any such musical instrument, radio, television or stereo equipment in such a manner as to cause a disturbance for other residents of the development and shall not do any of the foregoing between the hours of 10:00 pm and 8:00 am the following day.

Renters Insurance

Renters insurance is available at a relatively low cost. This insurance will cover your personal possessions from smoke, fire, theft or other damage. The building's property insurance policy does not and will not cover your possessions. To be protected, you must obtain this insurance yourself. If you do not understand renter's insurance, please contact your insurance agency for a further explanation.

Apartment Inspections

You will receive a minimum of 24 hours notice before any apartment inspection, except in the case of an emergency situation, including but not limited to smoke, fire, natural gas leak, running water, etc.

Move-In: An inspection will be done with you at the time of your move-in.

Periodic Inspections: Will be made of your apartment by the Resident Manager. These inspections are necessary in order to ensure that the dwelling units are being maintained in good order. U.S. Department of Housing and Urban Development (HUD) will inspect apartments periodically as well.

Move-Out: Upon returning all keys to the office, the Resident Manager may accompany you on a move-out inspection of your unit.

Decorations and Hangings

Do not use adhesive materials for hanging or affixing anything to the walls of the premises. If holes are drilled or cut into the walls, residents shall make proper repairs of the walls by spackling and sanding prior to vacating the premises.

Damages

You are responsible for the care of your apartment. You will be charged for damages to your home done by you, other residents, visitors or family. Some examples of damages chargeable to residents include but are not limited to:

- Grease or foreign objects in the drains or toilets
- Holes or marks on walls, doors, cabinets
- Burn marks, stains or holes on floors or carpeting
- Broken windows or screens
- Hauling of trash or garbage
- Broken light fixtures, receptacles, appliances or other fixtures
- Lost keys or damages to locks or doors
- Any damages to smoke detectors/carbon monoxide detectors
- Any damage to heating or air conditioning equipment or water heater

Housekeeping

You are responsible for the care of your home, including complying with our housekeeping standards. Periodic inspections of the apartments will be performed to assure acceptable housekeeping. Our housekeeping standards include:

A. Inside the Unit

General:

1. Walls should be clean, free of dirt, grease, holes, cobwebs, marks and fingerprints
2. Ceilings should be clean and free of cobwebs.
3. Windows should be clean. Shades and blinds should be intact.
4. Floors should be clean, clear, dry and free of hazards.
5. Woodwork should be clean and free of dust.
6. Doors should be clean, free of grease and fingerprints. Doorstops should be present and door knobs and locks should be working,
7. HVAC units and hot water tanks should not be surrounded by clutter.
8. Trash will be disposed of properly and not left in the unit.
9. Entire unit should be free of rodent or insect infestations.
10. Tables and flat surfaces should be dust free and uncluttered.
11. Do not allow clothing or other items to pile up around the apartment.
12. Do not allow clutter to prohibit you from moving freely throughout the apartment.

Kitchen:

1. Stove and oven should be clean and free of food and grease.
2. Refrigerator should be clean. Freezer should not have more than ½ inch of ice buildup.
3. Cabinets should be clean and neat. Cabinet surfaces and countertops should be free of grease and spilled food.
4. Sink should be free of grease and garbage. There should be no build of dirty dishes.
5. Food storage areas should be neat and clean without spilled food.
6. Trash/Garbage should be in a trash container until it is taken out.

Bathroom:

1. Toilet and tank should be clean and free.
2. Tub and shower should be clean and free of excessive mildew or mold. Where applicable shower curtains should be in place and adequately long enough.
3. Sink should be clean.
4. Floor should be clean and dry.

Storage:

1. Closets should be neat and clean. No flammable materials should be stored in the unit.

B. Outside the Unit

1. Yards should be free of debris and trash.

2. Porches should be clean and free of hazards. Only outdoor items should be stored on the porches outside.
3. Hallways, stairwells and steps should be free of hazards.

If housekeeping issues are found, an infraction notice or notices will be given and could result in eviction if not dealt with.

Halls, stairways, sidewalks and all other parts of the building which are a part of the common area shall not be obstructed. These areas are not to be used for any purpose which may create a health and safety hazard. Residents will not leave any person belongings on or in any common areas. For example: No garbage cans, milk bottles, mats, umbrellas, boots or other articles shall be placed on stairways, hallways, landings or any other common area of the building.

Security Deposit

Your security deposit is not rent, but a deposit to ensure the fulfillment of the Lease conditions and as a contingency against damages to the apartment. The security deposit shall not be applied to your last month's rent.

If you fulfill your Lease Agreement according to its terms, only charges for damages (excluding normal wear and tear) and any balance owed for rent or services will be deducted from your security deposit. The following are requirements for return of your security deposit:

- You must fulfill the terms and conditions of your Lease and not owe the property any money.
- You must give us thirty (30) days written notice that you are leaving.
- After you have removed all of your personal belongings, you and the manager may inspect the apartment for any damage charges.
- You must give the Office a valid forwarding address.
- You are not considered officially vacated until all keys are returned to the Office. Rent will continue to be charged until such a time as you have vacated completed.

The security deposit, or any portion thereof, will be returned to you in accordance with PA state law.

Violence Against Women Act

The purpose of the Violence Against Women and Department of Justice Reauthorization Act of 2013 Policy is to implement the applicable provisions of the Act (Pub. L. 109-162) and more generally to set forth HACE policies and procedures regarding domestic violence, dating violence, and stalking, as hereinafter defined. Please see attached handouts regarding VAWA policies and procedures.

SECTION 3 GENERAL POLICIES

Community Appearance

Since this apartment community is your home, we ask that you treat it in that way. We are proud of our community and need your pride in the apartment community as well. In this way, it will be an attractive and safe place in which to live and entertain your guests. We ask that you abide by the following policies and maintain an attractive community, a safe environment and for the protection of the property. Littering is a major cause of property deterioration. We ask that you clean up after yourselves and properly dispose of trash.

Infraction Notices

Infraction notices will be issued to any and all residents who are not in compliance with the lease and/or policies and rules and regulations of this handbook. Generally speaking 3 smaller infractions of any kind will lead to a 30-day notice of eviction. If is it a larger infraction, eviction may ensue sooner.

Parking Lot

No repair work or washing of vehicles is permitted in the parking areas. Excessive oil loss or spillage is damaging to the parking lot surface and the vehicle must be removed as soon as detected. Please notify the office if you notice oil spots in large quantities in parking lots.

If you will have company for more than several days, please advise the office so that the vehicle will not be towed at the owner's expense.

Any vehicle that does not have current plate and inspection will be towed at the owner's expense.

No campers, boats, or trucks exceeding $\frac{3}{4}$ ton in the parking lot at any time.

Please tell your guests to park in the designated guest parking if available at your property.

No parking along any yellow curb area. No parking on the lawn.

It is your responsibility to lock your vehicle. Management will not be responsible for any vehicle or its contents.

Children

The following rules shall govern behavior of children to provide for their safety and proper demeanor:

1. Children are not permitted to play in hallways, elevator areas or common areas.
2. Children under 18 have a 9 pm curfew.
3. No children are permitted on the grounds without adult supervision.

NOTE: Parents will be held financially liable for any damage or vandalism caused by their children.

Pet Policy

Better Housing does not allow pets.

Alcohol Use

Alcohol use is prohibited in the common areas of the property. Eviction can occur if a resident abuses or a pattern of abuse of alcohol threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

Smoking

Smoking is prohibited in the common areas of the property. This includes, but is not limited to hallways, elevators, stairwells, kitchens and community rooms.

Illegal Drugs/Paraphernalia

Absolutely no illegal drug use, sale, possession or drug paraphernalia on the property by any resident, their family members or guests. The first offense will be considered a violation of the lease agreement and is subject to termination of the lease.

Firearms

The use of any type of weapon or firearm on any property of the building is strictly prohibited. No illegal firearms are allowed on the property at any time.

Water Beds

No water bed shall be placed on any floor of the development.

Miscellaneous

No equipment may be removed from any part of the building. All equipment must be permanently retained in its original location.

SECTION 4 SERVICE AND MAINTENANCE**Maintenance on Apartments**

Residents shall promptly notify the Central Maintenance Office at (814) 898-0937 for all routine maintenance needs for premises.

Please do not stop any of the maintenance staff on the grounds and ask for repairs. We sincerely hope that our service request procedure will provide fast, courteous, and efficient service. If you have any questions regarding our service policy, please contact the Office.

Management reserves the right to enter apartments without advance notification when there is reasonable cause to believe that an emergency exists or that abandonment has occurred. In the event that the Resident and all adult members of the household are absent from the premises at the time of entry, the Management shall leave a written statement specifying the date, time and purpose of entry.

Emergency Maintenance

Please call 898-0937 for emergency maintenance requests after normal business hours, on weekends or holidays. Your call will be answered by an after hours call service and relayed to the maintenance person on call for your development.

The following items are considered to be emergency maintenance items:

- Fire
- Furnace/Boiler issue, no heat
- Smoke Alarm/Carbon Monoxide Alarm issues
- Plugged sink
- Refrigerator not working
- Major water leak (not just a dripping faucet) or if you have water coming in through the ceiling or wall of your apartment
- Plugged toilet (only if there is only one toilet in the apartment)
- Hot water tank leaking or no hot water
- Roof leak
- No electric to your apartment
- Gas leak
- Stove not working
- Frozen pipes
- Locked out of apartment (fees apply)

Only emergencies that endanger the health and/or safety of resident will be responded to between midnight and 6 am.

For all other maintenance issues, please the office during normal business hours.

Lockouts

When you call for a lock out, you must be by your apartment door when maintenance comes to unlock it. Otherwise, they will leave without unlocking your door. Only persons whose names appear on the Lease for the premises or other written permission provided to Management by the resident will be permitted entrance to an apartment in case of a “lock out”. The person must provide reasonable identification when requesting Management to grant them access to the premises for any reason.

Pest Control

Professional pest control is provided on a regularly scheduled basis. If you should have a problem with insects, please call the Office. Failure to comply with such instructions could constitute a health hazard to other residents.

Snow Removal

After an appreciable amount of snowfall (2 inches or more) the parking lot will be plowed. During a heavy snowfall, you may be asked to move your vehicle in order to plow thoroughly.

Screens/Windows

Your screens should not be removed for any reason. Do not place heavy fans or objects in the windows. Do not hang items out of your windows.

Light Bulbs

All light fixtures in your apartment have been supplied with bulbs. Management does not provide replacements, unless it is considered a specialty bulb.

Do not use bulbs larger than 60 watts in any of the permanent fixtures, other than the bathroom fixtures. The bathroom fixture can only take 40-watt bulbs.

Furnaces/Heating Equipment

Every apartment has its own thermostat. Try to find a desirable setting and leave it there.

The filters will be changed and maintenance provided for the unit by the building staff at frequent intervals. If the unit does not function properly, contact the rental office for a maintenance request.

Smoke Detectors/Carbon Monoxide Detectors

All apartments have been provided with at least one smoke detector and/or carbon monoxide detector. Do not remove them from the wall or remove the batteries. Site maintenance staff will periodically check them and change the batteries in them for you.

Please be advised – it is against fire regulations to disconnect smoke detectors.

SECTION 5 SAFETY

Adequate protection of and your property is of great concern to Management. Be sure to make use of any locks provided to ensure that “uninvited persons” cannot gain access. Close and lock door at all times. Be suspicious of unexpected deliveries of flowers and telegrams. These are some of the tricks used by professionals to gain entry into a building or apartment.

Although we install industry-approved lock systems, any device can be overridden by a professional. Each resident should be concerned with the safety of himself and his neighbor. Report “suspicious” persons to the office or call the police. Ask for identification of anyone not known to you who claims to be an employee.

Office personnel are not permitted to give out resident’s apartment numbers or telephone numbers to visitors. Please be sure to give your guests this information.

Specific written instructions must always be given to the Manager when you wish to have anyone admitted to your apartment for any purpose.

Vacation Check List

Before you go on vacation or other extended trips:

1. Notify your apartment Manager:
 - a. When you’re leaving and when you expect to return
 - b. Who, if anyone, has a key to your apartment

- c. How the Manager can contact you in case of emergency
 - d. What relative or friend to notify in case of emergency
2. Stop your mail, newspapers, and other regular deliveries normally left at the front door of your apartment.
 3. Don't pull all the drapes or close all the blinds unless you normally keep them closed.
 4. Turn off your central heating thermostat down a few degrees to save fuel. Do not turn heat completely off.
 5. In the summer, close all windows. Windows open just a fraction of an inch can let in a lot of water in a driving rain storm if it blows from the right direction.
 6. If you normally keep a light burning at night, leave it on so things look normal in your apartment.
 7. Make arrangements with rental office regarding rent payments if you will be away for an extended period of time.
 8. An economical timer connected to a light and/or radio will often deter a potential intruder.
 9. Before leaving, cupboards should be checked for unwrapped foodstuffs. Garbage and trash should be emptied.

Fire Prevention

Fire extinguishers are placed strategically throughout the building. These are for emergency use only. If an extinguisher is used, please contact the office immediately. It is for fire use only and should not be tampered with or removed. There will be charges for using these in non-emergency situations.

Some apartments come with a small fire extinguisher for each unit. It is your responsibility to use it in emergency situations only. We will take care of the yearly inspection and replacement when necessary. If it is stolen or missing, you will be charged for its replacement.

You can prevent a fire by following a few simple rules:

1. Do not smoke in bed.
2. Do not put lighted cigarettes, etc. in ashtrays or wastebaskets.
3. Do not throw lighted materials in the rubbish.
4. Do not leave the range unattended when cooking.
5. Do not overload the electrical system.
6. Do not keep flammable materials in your apartment or storage area.
7. Dispose of newspapers, magazines, and grocery bags regularly.
8. Store all matches in tightly-closed metal containers.
9. Be careful of loose clothing, especially sleeves, when cooking.
10. Keep curtains, towels, potholders, etc., away from range top.
11. Always keep household equipment clean and in good repair.
12. Repair or replace worn and frayed electrical cords.
13. Please report any fire to the Fire Department and to the office immediately.
14. Always give an accurate and understandable address to aid fire units in locating the fire.
15. Fire regulations prohibit the residents from storing any item in the area where the water heater and furnaces are located.
16. Live Christmas trees are strictly prohibited.

Fire Protection (What To Do In Case Of Fire In Your Apartment)

1. DO NOT PANIC - KEEP CALM.
2. Do not try to put the fire out yourself.
3. Leave the room where the fire has started and close the door.
4. Call 911.
5. After you have left the building, do not return until approval has been given by the fire department.

(What To Do In Case Of Fire Outside Your Apartment)

1. If you suspect a fire or smell smoke outside your apartment door, do not open the door. **DO NOT PANIC - STAY CALM.** Feel the door and door knob. If it is either warm or hot, you can be sure that there is a fire on the other side.
2. Call 911 to let emergency services know that you are in your apartment and can't get out.
3. Next, try to seal the cracks around the door with wet towels, sheets, clothing, drapes or anything of that nature. If smoke continues coming into your apartment, go to another room with a window. Close the door and seal this room. If the smoke becomes unbearable, open the window and stay near it. Help will only be minutes away.

SECTION 6 ENERGY CONSERVATION

Appliance Energy Savers

About 8 percent of all the energy used in the United States goes into running electrical home appliances, so appliance use and selection can make a considerable difference in home utility costs.

Do not leave your appliances running when they are not in use. Remember to turn off your radio, TV, or record player when you leave the room.

Keep appliances in good working so that they will last longer, work more efficiently, and use less energy.

When buying appliances, read labels carefully. Compare energy use information and operating costs or similar models by the same and different manufacturers. The retailer should be able to help you find the wattage of the appliance.

Use appliances wisely; use the one that takes the least amount of energy for the job. For example: toasting bread in the oven uses three times more energy than toasting it in a toaster.

Energy conservation results in lower utility bills which benefit both you and the owner, regardless of who directly pays the utilities. Energy conservation is also consistent with the nation's goals.

The following are some simple steps which you can take to conserve energy.

WATER

1. When operating a garbage disposal, use cold water. This reduces hot water usage, saves on kilowatts and eliminates maintenance problems.
2. Use the shower rather than the tub. An average shower uses only five (5) gallons of water, while a tub uses almost ten (10) gallons.

HEATING

1. Be sure that furniture or other objects are not blocking the heaters.
2. Adjusting shades and drapes can act as insulation. During the winter, keep them open and let the sunshine warm the air and cut the heat systems load. On summer days, close the shades or drapes on the sunny side of your home to cut the incoming heat.
3. Keep the doors to the outside shut when heat is on.

KITCHEN

1. Defrost your refrigerator when the frost in the freezer compartment is about ½ inch thick.
2. When cooking on the range, a vent fan will exhaust heated air direct to the outside and relieve the burden on the cooling system.
3. The range will cook more efficiently if you match the diameter of pots and pans to the heating elements to prevent heat from escaping into the air.
4. A refrigerator operates more economically when filled to capacity but not overloaded.
5. Do not set your refrigerator to run colder than necessary. We recommend between the five (5) and six (6) setting.
6. Oven heat will not circulate efficiently, so do not use the oven to quickly heat your kitchen. It will damage the appliance and can be very dangerous.
7. Less heat escapes with covered pots and pans, which allows you to use lower heat settings.
8. Always make sure that your range is turned off after use.
9. Whether cooked in the oven, broiled or on top of the stove, frozen foods will use less energy if they are removed from the freezer and thawed in the refrigerator compartment first.
10. Small appliances, such as electric skillets, toasters, and crock pots, are an economical way to prepare small meals, since they use less electricity than the electric range.

LAUNDRY

1. Do more washing in cold and warm cycles to save energy. The major cost item in washing clothes is hot water usage.
2. Both the washer and dryer operate more efficiently if used with a full load.
3. To avoid heating up a hand iron several times a day or week, iron large amounts of clothing at one time.

MISCELLANEOUS

1. When no one is watching TV, or listening to the radio or stereo, turn them off to conserve electricity.
2. Turn off the lights when not needed. A 40-watt bulb burned for 10 hours uses 4640 watts of electricity.

VAWA POLICY

The purpose of the Violence Against Woman and Department of Justice Reauthorization Act of 2013 Policy is to implement the applicable provisions of the Act (Pub. L. 109-162) and more generally to set forth HACE policies and procedures regarding domestic violence, dating violence, and stalking, as hereinafter defined.

This Policy shall be applicable to the administration by HACE of all federally subsidized public housing and Section 8 rental assistance under the United States Housing Act of 1937 (42 U.S.C. 1437 et. Seq.). Notwithstanding its title, this policy is gender-neutral, and its protections are available to males who are victims of domestic violence, dating violence, or stalking as well as female victims of such violence.

Goals and Objectives:

- A. Maintaining compliance with all applicable legal requirements imposed by VAWA.
- B. Ensuring (to the extent possible) the physical safety of victims of actual or threatened domestic violence, dating violence, or stalking who are assisted by HACE.
- C. Providing and maintaining housing opportunities for victims of domestic violence, dating violence, or stalking.
- D. Creating and maintaining collaborative arrangements between HACE, law enforcement authorities, victim service providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, dating violence and stalking, who are assisted by HACE.
- E. Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, or stalking, affecting individuals assisted by HACE.

This policy is part of HACE admissions and continued occupancy policy. To the extent any provision of this policy shall vary or contradict any previously adopted policy or procedure of HACE, the provisions of this policy shall prevail.

- A. **Domestic Violence:** The term includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction.
- B. **Dating Violence:** means violence committed by a person who is or has been in a social relationship of romantic or intimate nature with the victim and where the existence of such a relationship shall be determined based on a consideration of the length of the relationship, the type of relationship or the frequency of interaction between the persons involved in the relationship.
- C. **Stalking:** means to follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate another person and to place under surveillance with the intent to kill, injure, harass, or intimidate another person. In the course of, or as a result of, such following, pursuit, surveillance or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to that person, a member of the immediate family of that person, or the spouse or intimate partner of that person.
- D. **Immediate Family Member:** means, with respect to a person, a spouse, a parent, brother, sister, or child of that person, or an individual to who that person stands in loco parentis,

or any other person living in the household of that person and related to that person by blood or marriage.

- E. Perpetrator: means person who commits an act of domestic violence, dating violence or stalking against a victim.

Admissions and Screening

- A. Non-Denial of Assistance: HACE will not deny admission to the Section 8 program to any person because that person is or has been a victim of domestic violence, dating violence, or stalking, provided that such person is otherwise qualified for such admission.
- B. Protections Against Adverse Effects of Abuse: HACE will not deny admission to applicants who may be experiencing negative economic and criminal consequences as a survivor of domestic violence. These adverse effects include ruining credit history, causing poor rental history or being forced to participate in criminal activity.

Termination of Tenancy or Assistance

- A. VAWA Protections: Under VAWA, persons assisted under the Section 8 program have the following specific protections, which will be observed by HACE.
 - 1. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be considered to be “serious or repeated” violation of the lease by the victim or threatened victim of that violence and will not be good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.
 - 2. In addition to the foregoing, tenancy or assistance will not be terminated by HACE as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence or stalking engaged in by a member of the assisted household, a guest or another person under the tenant’s control, and the tenant or an immediate family member is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:
 - a. Nothing contained in this paragraph shall limit any otherwise available authority of HACE or a Section 8 owner or manager to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease of program requirement not premised on the act or act of domestic violence, dating violence, or stalking in question against the demand of a member of the tenant’s household. However, in taking such action, neither HACE nor a Section 8 manager or owner may apply a more demanding standard to the victim of domestic violence, dating violence or stalking that that applied to other tenants.
 - b. Nothing contained in this paragraph shall be construed to limit the authority of HACE or a Section 8 owner or manager to terminate from assistance any tenant or lawful applicant if the owner, manager of HACE, as they may be, can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the property, if the tenant is not evicted or terminated from assistance.

- B. Time allowed to provide verification/failure to provide – An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence or stalking, and who is requested by HACE to provide verification, must provide such verification within 14 business days (i.e., 14 calendar days, excluding Saturdays, Sundays, and federally-recognized holidays) after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.

Waiver of verification requirement – The management of HACE may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim’s statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the management. Any such waive must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

Confidentiality

- A. Right of confidentiality: All information (including the fact that an individual is a victim of domestic violence, dating violence, or stalking) provided to HACE in connection with a verification required under section VII of this policy or provided in lieu of such verification where a waiver of verification is granted, shall be retained by the receiving part in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is requested or consented to by the individual in writing, required for us in connection with termination of Section 8 assistance, as permitted in VAWA, otherwise required by applicable law.
- B. Notification of Rights: All tenants participating in the Section 8 rental assistance program administered by HACE shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

Notification

- A. HACE shall provide written notification to applicants and tenants, concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance and, termination of tenancy or assistance.

Relationship with Other Applicable Laws

- A. Neither VAWA nor this policy implementing it shall preempt or supersede any provision of Federal, State, or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence, or stalking.

VAWA Emergency Transfer Plan

Internal emergency transfer refers to an emergency relocation of a resident to another unit where the resident would not be categorized as a new application; that is, the resident may reside in the new unit without having to undergo an application process.

- B. Removal of Perpetrator: Further, notwithstanding anything in paragraph VI.A.2 or Federal, State or local law to the contrary, HACE or Section 8 owner or manager, as the case may be, may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected on the property. Leases and/or Lease Addendums used for HACE shall contain provisions setting forth the substance of this paragraph.

Verification of Domestic Violence, Dating Violence or Stalking

- A. Requirement for Verification: The law allows, but does not require, HACE to verify that an incident or incidents of actual or threatened domestic violence dating violence, or stalking claimed by a tenant or other lawful occupant is bona fide and meets the requirements of the applicable definitions set forth in this policy. Subject only to waiver as provided in paragraph VII. C., (HACE shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by HACE.) HACE may elect to require verification, or not to require it as permitted under applicable law.

Verification of a claimed inconsistent or incidents of actual or threatened domestic violence, dating violence or stalking may be accomplished in one of the following three ways:

1. HUD-approved form – by providing HACE a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator.
2. Other documentation- by providing HACE documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim as sought assistance in addressing the domestic violence, dating violence or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the

professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.

3. Police or court record- by providing to HACE a Federal, State, tribal, territorial, or local police or court record describing the incident or incidents in question.
4. Self-certification: by providing to HACE, a survivor need only to self-certify ensuring third-party documentation does not cause a barrier in expressing their rights and receiving protections needed to keep themselves safe.

External emergency transfer refers to an emergency relocation of a resident to another unit where the resident would be categorized as a new applicant; that is, the resident must undergo an application process in order to reside in the new unit.

Safe unit refers to the unit that a victim of domestic violence, dating violence, sexual assault, or stalking believes is safe.

In order to qualify for an emergency transfer, the resident must:

1. Request the transfer in writing.
2. Believe there is a threat of imminent harm if they were to remain within the same unit.
3. Is a victim of sexual assault and may also be eligible to transfer if that assault occurred on the premises within a 90 day calendar period preceding the request for an emergency transfer.

The transfer may be performed even if the resident is not a resident in good standing. The resident's submission of the written request to the owner/agent, where the resident certifies that they meet the criteria, shall be sufficient documentation of the requirements. The owner/agent may ask an individual seeking an emergency transfer to document the occurrence of domestic violence, dating violence, sexual assault, or stalking if the individual has not already provided documentation of that occurrence. No other documentation is required to qualify the resident for an emergency transfer. The owner/agent ensures those who are victim that strict confidentiality measures are taken and the location of the dwelling unit of the resident will not be given out.

MANAGEMENT MAY FROM TIME TO TIME ADOPT ADDITIONAL REGULATIONS AND RULES FOR GOVERNING THE ORDERLY AND SAFE OPERATION OF THE DEVELOPMENT AND/OR MODIFY THESE REGULATIONS AND RULES OR SUCH ADDITIONAL RULES AND REGULATIONS.

THE MANAGEMENT OFFICE WILL NOT NOTIFY ALL RESIDENT OF ANY CHANGES.