

## Chapter 9

### LEASING [24 CFR 966.4]

#### INTRODUCTION

It is LSHA's policy that all units must be occupied pursuant to a dwelling lease agreement that complies with HUD's regulations [24 CFR Part 966]. This Chapter describes pre-leasing activities and the LSHA's policies pertaining to lease execution, security deposits, other charges, and additions to the lease.

#### A. GENERAL LEASING POLICY

##### A. General Terms

1. All units must be occupied pursuant to a lease that complies with HUD's regulations.
2. The lease shall be signed by the head, spouse, and/or co-head of the household and by the Executive Director or other authorized representative of LSHA, prior to actual admission. <sup>1</sup>.
3. If a resident transfers from one LSHA unit to another, a new lease will be executed for the dwelling into which the family moves, except in the event of a temporary fire transfer.
4. If at any time during the life of the lease agreement, a change in the resident's status results in the need for changing or amending any provision of the lease, either:
  - (a) A new lease agreement will be executed, or
  - (b) A Notice of Rent Adjustment will be executed, or
  - (c) An appropriate rider will be prepared and made a part of the existing lease.

All copies of such riders or insertions are to be dated and signed by the Resident(s) and by the Executive Director or other authorized representative of LSHA.

5. Residents must advise LSHA if they will be absent from the unit for more than 14 calendar days. Residents shall notify the manager, secure the unit and provide a means for LSHA to contact the resident in an emergency. Failure to advise LSHA of an extended absence is grounds for termination of the lease.

**B. Showing Units Prior to Leasing**

1. When offering units, LSHA will provide the applicant with a brief property description and other information to help orient the applicant to the neighborhood and location in the property. If the offer of a unit is preliminarily accepted by the applicant, LSHA will contact the applicant to set up a date to show the unit.
2. Once the unit is shown and the applicant accepts the unit, LSHA will execute a lease. If the applicant refuses the unit, a signed reason for refusal should be obtained from the applicant. The form is then evaluated by LSHA for a "good cause" determination.
3. No lease will have an effective date before the unit is ready for occupancy <sup>2</sup>.

**C. Occupancy, Additions to the Household and Visitors**

1. Only those persons listed on the most recent certification form and lease shall be permitted to occupy a dwelling unit <sup>3</sup>.
  - Except for natural births to or adoptions by family members, or court awarded custody, any family seeking to add a new member must request approval in writing before the new member moves in.
  - Also included in requested approval would be situations in which a person (often a relative) comes to the unit as a visitor but stayed on in the unit because the tenant needed support <sup>4</sup>.
  - All persons listed on the most recent certification form and the lease must use the dwelling unit as their sole residence.
2. When a resident requests approval to add a new person to the lease, LSHA will conduct pre-admission screening of any proposed new adult member to determine whether the LSHA will grant such approval.

Children under the age below which Juvenile Justice records are made available, or added through a formal custody award or kinship care arrangement are still required to comply with the pre-admission screening process.
3. Examples of situations where the addition of a family or household **member is subject to screening** are:
  - Resident plans to be married and requests to add the new spouse to the lease;
  - Resident desires to add a new family member to the lease, requests a live-in aide, or take in a foster child(ren) over the age for which juvenile justice records are available;
  - A unit is occupied by a remaining family member(s) under age 18 (who is not an emancipated minor) and an adult, not a part of the original household, requests permission to take over as the head of the household;
4. Residents who fail to notify LSHA of additions to the household or who permit persons to

join the household without undergoing screening are violating of the lease. Persons added without LSHA approval will be considered unauthorized occupants and the entire household will be subject to eviction <sup>5</sup>.

5. Visitors may be permitted in a dwelling unit so long as they have no previous history of behavior on LSHA premises that would be a lease violation.

- Visits of less than three days need not be reported to or approved by the Manager.
- Visits of more than three days but less than fourteen days per calendar year are permitted, provided they are reported to the LSHA within 72 hours and authorized by the LSHA.
- Visits of more than 14 calendar days per calendar year shall be authorized only by the Executive Director with advance documentation of extenuating circumstances.
- Visitors remaining beyond this period shall be considered unauthorized occupants and the head of the household shall be guilty of a breach of the lease.

6. Roomers and lodgers shall not be permitted to move in with any family. Violation of this provision is ground for termination of the lease <sup>6</sup>.

7. Residents will not be given permission to allow a former resident of LSHA who has been evicted to occupy the unit for any period of time. Violation of this requirement is ground for termination of the lease.

8. Family members age 18 and over or emancipated minors who move from the dwelling unit to establish new households shall be removed from the lease <sup>7</sup>.

- The resident shall report the move-out within 10 calendar days of its occurrence.
- These individuals may not be readmitted to the unit and must apply as a new applicant household for placement on the waiting list.
- Medical hardship, or other extenuating circumstances shall be considered by LSHA in making determinations under this area.
- In all cases rent shall continue to accrue until notification and turn-in of unit keys to the LSHA office.

## **B. LEASE ORIENTATION**

Prior to the occupancy of the unit and before the execution of the lease, a LSHA representative will provide a lease orientation to the family head and spouse. The orientation may be conducted with more than one family.

### **Orientation Agenda**

When families attend the lease orientation, they will be provided with:

- A copy of the Lease
- A copy of the LSHA's lease and grievance procedure
- A copy of the House Rules
- Community Service Requirements and Policy
- Pet Policy
- Other LSHA Lease Addendums

Topics to be discussed will include, but are not limited to:

- Applicable deposits and other charges
- Provisions of the Lease
- Unit maintenance and work orders
- Terms of occupancy
- Community Service Requirements
- Pet Policy
- Lead-base paint provisions
- Banned Policy and List
- HUD Form HUD-92006
- Discussion of House Rules

### **Form HUD-92006, Supplement to Application for Federally Assisted Housing**

Form HUD-92006 must be included as an attachment to the LSHA's application. Prior to execution of the lease, the following must be discussed:

- a. Applicants must be provided the opportunity to complete the information on form HUD-92006, Supplement to Application for Federally Assisted Housing. The form gives applicants the option to identify an individual or organization that the LSHA may contact

and the reason(s) the individual or organization may be contacted. The applicants, if they choose to provide the additional contact information, must sign and date the form.

b. Applicants who are currently on the LSHA's waiting list and who have not been provided the opportunity to complete form HUD-92006, Supplement to Application for Federally Assisted Housing, must be provided the opportunity at the time of admission.

c. LSHA **cannot** require any individual or family applying for occupancy to provide the contact information as providing contact information is optional on the part of the individual or family. Those applicants who choose not to provide the contact information should check the box indicating that they "choose not to provide the contact information" and sign and date the form.

d. LSHA should provide applicants the opportunity at time of admission to update, remove or change contact information provided at the time of application, particularly if a long period of time has elapsed between the time of application and actual admission to the program.

e. If the applicant chooses to have more than one contact person or organization, the applicant must make clear to LSHA the reason each person or organization may be contacted. The LSHA should accommodate the applicant by allowing the applicant to complete a form HUD-92006 for each contact and indicating the reason the LSHA may contact the individual or organization. For example, the applicant may choose to have a relative as a contact for emergency purposes and an advocacy organization for assistance for tenancy purposes.

### **C. LEASE REQUIREMENTS**

The initial term of the lease will be for 12 months. After the initial 12 months, the lease becomes month-to-month with the following exceptions:

LSHA will not renew the lease if the family has violated the community service requirement (24 CFR 966.4).

Because the community service requirements and other provisions that change in the regulations, the lease does not automatically renew for terms of 12 months, and an annual signing process is required.

The lease further provides for termination and eviction at the end of any 12-month lease term for non-compliance with the community service requirements at 24 CFR Part 960, Subpart F and Chapter 15 of this Admissions and Continued Occupancy Policy.

Failure to comply with LSHA or HUD requirements for continued occupancy.

#### **D. EXECUTION OF LEASE**

The lease shall be executed by the head of household, spouse/co-head, and by an authorized representative of LSHA, prior to admission.

The head of household is the person who assumes legal and financial responsibility for the household and is listed on the application as head.

An appointment will be scheduled for the parties to execute the lease. One executed copy of the lease will be given to the tenant, and LSHA will retain one in the tenant's file. The lease is incorporated into this policy by reference. The lease document will reflect current LSHA policies as well as applicable Federal, State and Local law.

The following provisions govern lease execution and amendments:

- A lease is executed at the time of admission for all new tenants.
- A new lease is executed at the time of the transfer of a tenant from one LSHA unit to another (with no change in reexamination date).
- If, for any reason, any signer of the lease ceases to be a member of the household, the lease will be terminated and a new lease may be executed with the remaining members, so long as they meet the program requirements.
- Lease signers must be persons legally eligible to execute contracts.
- The names of all household members are listed on the lease at initial occupancy and on the Application for Continued Occupancy each subsequent year. Only those persons listed on the most recent certification shall be permitted to occupy a dwelling unit.
- Changes to tenant rents are made upon the preparation and execution of a "Notice of Rent Adjustment" by LSHA, which becomes an attachment to the lease. Documentation will be included in the tenant file to support proper notice.
- Households that include a Live-In Attendant will contain file documentation that the Live-In Attendant is not a party to the lease and is not entitled to LSHA assistance, with the exception of occupancy while serving as the attendant for the disabled or qualified family member.

LSHA may modify its form of lease from time to time, giving tenants an opportunity to comment on

proposed changes and advance notice of the implementation of any changes. A tenant's refusal to accept permissible and reasonable lease modifications, or those modifications required by HUD, is grounds for termination of tenancy.

#### **E. ADDITIONS TO THE LEASE**

Only those persons listed on the most recent certification form and lease shall be permitted to occupy a dwelling unit<sup>8</sup>. This includes situations in which a tenant is granted custody of a child or children not previously listed on the application or lease and situations in which a person (often a relative) came to the unit as a visitor but stayed because the tenant needed support, for example, after a medical procedure.

All persons listed on the most recent certification form and the lease must use the dwelling unit as their sole residence.

Except for natural births to or adoptions by family members, or court awarded custody, any family seeking to add a new member must request approval in writing before the new member moves in.

When a resident requests approval to add a new person to the lease, LSHA will conduct pre-admission screening of any proposed new adult member to determine whether the LSHA will grant such approval. **New household members must be approved by LSHA, prior to the actual move-in by the proposed new member.**

Also included in requested approval would be situations in which a person (often a relative) comes to the unit as a visitor but stayed on in the unit because the tenant needed support, for example, after a medical procedure<sup>9</sup>.

Following receipt of a family's request for approval, LSHA will conduct a pre-admission screening, including the Criminal History Report and EIV, of the proposed new member. Only new members approved by LSHA will be added to the household.

Children under the age at which juvenile justice records are available, or added through a formal custody award are still required to be added through a pre-admission screening process and the tenant still needs prior permission from LSHA to add children other than those born to or adopted by family members. The exemption age specified in this paragraph is subject to change should the state modify its laws concerning the availability of police or court records for juvenile offenders. Lease holders seeking to add children under the age of 18 still need to show proof of custody and/or guardianship.

Requests for the addition of a new member of the household must be approved by LSHA, prior to the actual move-in by the proposed new member.

Following receipt of a family's request for approval, LSHA will conduct a pre-admission screening, including the Criminal History Report, of the proposed new member. Only new members approved

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by LSHA will be added to the household.

Factors determining household additions:

1. Household additions subject to screening:
  - Resident plans to add new spouse, significant other, and/or domestic partner to the lease;
  - Resident is awarded custody of a child over the age for which juvenile justice records are available;
  - Resident desires to add a new family member to the lease, want authorization for a live-in aide, or take in a foster child(ren).
  - A unit is occupied by a remaining family member(s) under age 18 (not an emancipated minor) and an adult who was not a member of the original household requests permission to take over as the head of household.
2. Factors determining household additions which are not subject to screening:
  - Children born to a family member or whom a family member legally adopts are exempt from the pre-screening process.
3. Residents who fail to notify LSHA of additions to the household, or who permit persons to join the household without undergoing screening, are in violation of the lease. Such persons are considered to be unauthorized occupants by LSHA, and the entire household will be subject to eviction [24 CFR 966.4(f)(3)].
4. Family members over 17 who move from the dwelling unit to establish new households shall be removed from the lease. The tenant must notify LSHA of the move-out within 10 days of its occurrence.

These individuals may not be readmitted to the unit and must apply as a new applicant for placement on the waiting list.

LSHA in making determinations under this paragraph will consider medical hardship or other extenuating circumstances.

### **Other compliance**

1. Children under the age below which Juvenile Justice records are made available, or added through a formal custody award or kinship care arrangement are still required to comply with the pre-admission screening process.



2. Residents who fail to notify LSHA of additions to the household or who permit persons to join the household without undergoing screening are violating of the lease. Persons added without LSHA approval will be considered unauthorized occupants and the entire household will be subject to eviction <sup>10</sup> [24 CFR 966.4(f)(3)].
3. Visitors may be permitted in a unit so long as the visitors have no previous history of behavior that would be a lease violation. Visits are not to exceed 14 consecutive days, unless approved by LSHA, with advance documentation of extenuating circumstances. LSHA will consider visitors staying beyond this period to be unauthorized occupants and the entire family will be subject to eviction.
4. In accordance with the lease boarders/lodgers will neither be permitted to occupy a unit, nor to move in with any tenant family. Violation of this provision is grounds for termination of the lease. (24 CFR §966.4(f)(2))
5. Tenants will not be given permission to allow a former tenant of LSHA who has been evicted, or asked to leave, or owes LSHA money, and persons who have been placed on the LSHA "No Trespass" list to occupy or visit the unit for any period of time. Violation of this provision is grounds for termination of the lease.
6. Adult family members or emancipated minors who move from the unit to establish new households will be removed from the lease and the tenant is required to provide documentation. (24 CFR §§960.257(b), 966.4(a)) The tenant has the responsibility to report the move-out within 10 calendar days of its occurrence to the development's management office.
7. These individuals may not be readmitted to the unit and must apply as new applicants for placement on the waiting lists (subject to applicable income limits, preferences, tenant selection, and screening requirements). Medical hardship, disability, or other extenuating circumstances will be considered by LSHA in making determinations under this paragraph.
8. LSHA in making determinations under this paragraph will consider:
  - a. Occupancy Standards to prevent overcrowding of a unit
  - b. Medical hardship or other extenuating circumstances
  - c. Reasonable Accommodation

### **Visitors and Absence from the unit**

1. Visitors may be permitted in a dwelling unit so long as they have no previous history of behavior on LSHA premises that would be a lease violation. To be considered a Visitor, the individual must not be the head of household or a household member on the lease, and they must be visiting the head of household and/or household member listed on the lease whom are residing in the unit as their primary residence. Refer to **Chapter 11** for details. Visitors remaining beyond the periods in this policy shall be considered unauthorized occupants and the head of the household shall be in violation of the lease.

2. Boarders and lodgers shall not be permitted to move in with any family. Violation of this provision is ground for termination of the lease <sup>11</sup>.
3. Residents will not be given permission to allow a former resident of LSHA who has been evicted to occupy the unit for any period of time. Violation of this requirement is ground for termination of the lease.
4. Medical hardship, or other extenuating circumstances shall be considered by LSHA in making determinations under this area. Temporary caretaker request must be provided by the resident and verified by a medical provider. The status must be updated every thirty (30) days. The LSHA will review the request and verified reasons for the caretaker during an extended medical hardship. Approval of the caretaker to occupy the unit for a period beyond 2 weeks will require prior approval by the Executive Director. Caretakers are not live-in aides and therefore no additional bedroom is required. Caretakers must meet the approval of the LSHA.
5. Residents must advise LSHA if they will be absent from the unit for more than 30 days. Residents shall notify the manager, secure the unit and provide a means for LSHA to contact the resident in an emergency. Failure to advise LSHA of an extended absence is grounds for termination of the lease.
6. Visitors permitted by residents must be reported to the LSHA within 72 hours of their arrival or prior thereto..
7. Written approval at the discretion of the manager, based on the circumstances, must be obtained for guest visits of more than 14 days. Visitors remaining beyond this period for whom LSHA has not given prior approval will be considered trespassers and the family head shall be guilty of breaching the lease.
8. Residents are responsible for the actions and conduct of their guests in accordance with the lease.

### **Absence from the Unit**

#### LSHA Policy

Absence means that no family member is residing in the unit. The family is required to report to the LSHA if any member will be absent for more than 30 days. Any family member absent for more than 60 days will be considered permanently absent, unless approved by the LSHA.

The family may be absent for short periods of time, but if the period is more than 180

calendar days, the unit will be considered vacated and the assistance will be terminated.

The family must supply any information or certification requested by the PHA to verify that the family is living in the unit, or relating to the family absence from the unit, including any LSHA-requested information or certification on the purpose of the family absence. The family must promptly notify the LSHA of any absence from the unit in accordance with this policy.

Absence due to hospitalization or sickness of a family member will be verified and if it is determined that the family member will return home within 60 days, the family will not be considered permanently absent, provided the rent and utilities payable by the family continued to be paid. However, if there is no chance of the family member returning to the home within 60 days, they will be considered permanently absent and assistance will be terminated.

Absences longer than 30 days must be approved by the LSHA in writing.

Absences longer than 60 days due to drug treatment or imprisonment will be permanently absent unless approved by the LSHA.

The LSHA will make a determination as to whether imprisonment was due to drug-related or violent criminal activity and will be handled on a case by case basis. A determination will be made after a review by the LSHA.

If both parents are absent from the unit and a caretaker has been placed in the home by the courts or an approved placement agency such as Social Services, the caretaker will be considered a visitor for the first 30 days. The lease will be transferred to the caretaker if the court has awarded custody or legal guardianship to the caretaker by the end of the 30-day period. The caretaker will be allowed to remain in the unit as a visitor until a determination of custody is made by the court. The income of the caretaker will not be counted pending the final disposition of the custody award.

If a resident includes a child or children that are temporarily absent due to placement in foster care, the LSHA will determine from the appropriate agency when the children will be returned home. If the period is more than 180 days the children will be permanently removed from the lease and rent re-determined.

An adult child enlisted in military service that leaves the household will be considered permanently absent.

A household member subject to court order restricting the member from the home for more than 180 days will be considered permanently absent.

A person with a disability requesting an extension of time as an accommodation will be granted the extension as long as it is within the 180 calendar day limit.

Any verification to residency by the LSHA or resident will be documented in the file.

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## **F. LEASING UNITS WITH ACCESSIBLE OR ADAPTABLE FEATURES**

[24 CFR 8.27(a)(1)(2) and (b)]

Accessible units will be offered and accepted by non-mobility impaired applicants only with the understanding that such applicants must sign a waiver to accept a transfer to a non-accessible unit at a later date if a person with a mobility impairment requiring the unit applies for housing and is determined eligible. (See Chapter 4 Section M Offer of Accessible Unit.)

#### **G. UTILITY SERVICES and RESIDENT OWNED APPLIANCES**

Tenants responsible for direct payment of utilities must abide by any and all regulations of the specific utility company, including regulations pertaining to advance payments of deposits.

Failure to maintain utility services during tenancy is a lease violation and grounds for eviction. Tenants responsible for direct payment of utilities must abide by any and all regulations of the specific utility company, including regulations pertaining to advance payments of deposits.

If it is determined that any utility service is not on in a unit, the tenant will receive a 72 hour notice to correct will be posted. If the utilities are not restored in the 72 hour period, then a 10-Day Expedited Notice due to the Health and Safety lease violation will be issued. The tenant must provide documentation of proof of service within 72 hours and the unit will be inspected on the third day to assure utilities have been restored. If the utility service has not been restored at the time of inspection, the Property Manager will proceed with the eviction process. If utilities are restored after the first occurrence of a notice of no utilities, this will result in a conference agreement explaining consequences of subsequent violations. If the tenant violates the conditions again while in assisted housing, the second violation will result in an immediate 10-Day Expedited Notice due to Health and Safety.

The lease will designate the appliances provided by LSHA (i.e.: stove and refrigerator). The tenant is responsible for proper hook-up, safety and maintenance of any appliances they may provide (i.e.: dryers, air conditioners).

#### **H. SECURITY DEPOSITS**

##### **Security Deposit**

New tenants must pay a security deposit to LSHA at the time of admission.

The amount of the security and/or pet deposit required is specified in the lease.

LSHA security deposit shall be paid in full at the time of leasing and move-in. In case the family moves and the security deposit is greater for the second unit, the difference will be collected from the family. Conversely, if the security deposit is less and the tenant leaves no damages, the difference will be refunded to the family.

LSHA will hold the security deposit for the period the tenant occupies the unit.

LSHA will refund to the Tenant the amount of the security deposit, less any amount needed to pay the cost of:

- Unpaid Rent;
- Damages listed on the Move-Out Inspection Report that exceeds normal wear and tear;
- Other charges under the Lease.

LSHA will refund the Security Deposit less any amounts owed, within the time limit specified in the security policies after move out and tenant's notification of new address.

The Security Deposit shall be forfeited if the lease is terminated for drug or criminal activity on LSHA property. If drug or criminal activity occurred off of LSHA property, the Security Deposit shall be refunded less unpaid rent or damages.

LSHA will refund the Pet Deposit to the tenant, less any damage caused by the pet to the dwelling unit, upon removal of the pet or the owner from the unit. LSHA will return the Pet Deposit to the former tenant or to the person designated by the former tenant in the event of the former tenant's incapacitation or death.

LSHA will provide the tenant or designee identified above with a written list of any charges against the security or pet deposits. If the tenant disagrees with the amount charged to the security or pet deposits, LSHA will provide a meeting to discuss the charges.

The resident must leave the dwelling unit in a clean and undamaged (beyond normal wear and tear) condition and must furnish a forwarding address to LSHA. All keys to the unit must be returned to the Management upon vacating the unit.

LSHA will not use the security deposit for payment of rent or other charges while the tenant is living in the unit.

If the tenant transfers to another unit, the PHA will transfer the security deposit to the new unit. The tenant will be further billed for any maintenance or other charges.

### **Pet Deposit**

(See chapter on Pet policy.)

## **I. RENT PAYMENTS**

The tenant rent is due and payable at the LSHA-designated location on the 1<sup>st</sup> of every month. All

rents should be paid at the central office. Reasonable accommodations for this requirement will be made for persons with disabilities. No cash payments will be accepted.

If LSHA does not receive payment by the close of the 5<sup>th</sup> business day of the month, a delinquent rent notice will be sent.

If the resident is experiencing a hardship in the payment of the rent, the resident must provide written notification before the 5<sup>th</sup> business day of the month and the notification must include an explanation of the circumstances that will delay the tenant's payment, and indicate the date on which full payment will be made.

Tenant must pay "retroactive rent." Retroactive rent is rent owed by Tenant, for example, when Tenant fails to provide adequate documentation, fails to report changes in income or family composition within LSHA's time limit, or misrepresents income or family circumstances to LSHA. Tenant must pay all retroactive rent in the same month it is posted to Tenant's rent account, unless an exception stated in the ACOP applies or LSHA agrees to a payment plan. Tenant's failure to pay retroactive rent on time is considered to be "non-payment of rent" and LSHA then has the right to terminate this Lease and obtain possession of the premises using all available legal remedies.

#### **J. FEES AND NONPAYMENT PENALTIES**

If the tenant fails to make payment by the close of the 10<sup>th</sup> of the month, and LSHA has not agreed to accept payment at a later date, a Delinquent Notice shall be sent and the resident shall be assessed late fees. If a tenant fails to make payment of rent for one or more consecutive months, a Notice to Vacate will be issued to the tenant with a 14-day notice period for failure to pay rent, demanding payment in full or the surrender of the premises.

A charge per the Tenant Charge List and Lease will be assessed against the tenant for checks that are returned for non-sufficient funds (NSF), or checks written on a closed account. If the check is not redeemed and the rent satisfied by the close of business on the 10<sup>th</sup> of the month, the rent will be considered unpaid.

LSHA will always consider the rent unpaid when a check is returned as NSF or a check is written on a closed account. Charges will be assessed for the NSF check. No payment by check will be accepted in the future after one NSF check or other cashing problems occur with a resident.

If LSHA has not agreed to accept payment at a later date, a Notice to Vacate will be issued for failure to pay rent.

#### **K. SCHEDULES OF SPECIAL CHARGES**

Schedules of special charges for services, repairs, utilities and rules and regulations which are required to be incorporated into the lease by reference shall be publicly posted in a conspicuous manner in the project office, and they will be provided to applicants and tenants upon request.

## **L. MODIFICATIONS TO THE LEASE**

Schedules of special charges and rules and regulations are subject to modification or revision. Tenants will be provided at least thirty days written notice of the reason(s) for any proposed modifications or revisions, and they will be given an opportunity to present written comments. Comments will be taken into consideration before any proposed modifications or revisions become effective.

A copy of such notice shall be posted in the central office and website, and:

Posted in a conspicuous place within each community building in which tenants affected by the modifications or revisions are located.

Any modifications of the lease must be accomplished by a written addendum to the lease and signed by both parties.

## **M. CANCELLATION OF THE LEASE**

Cancellation of the tenant's lease is to be in accordance with the provisions contained in the lease agreement, HUD regulations, state law, and as stated in this policy.

## **N. INSPECTIONS OF PUBLIC HOUSING UNITS**

### **Initial Inspections**

LSHA and the family will inspect the premises prior to occupancy of the unit in order to determine the condition of the unit and equipment in the unit. A copy of the initial inspection, signed by LSHA staff and the tenant, will be kept in the tenant file.

### **Vacate Inspections**

Housing staff will perform a move-out inspection when the family vacates the unit, and will encourage the family to participate in the move-out inspection.

The purpose of this inspection is to determine necessary maintenance and whether there are damages that exceed normal wear and tear. LSHA will determine if there are tenant caused damages to the unit. Tenant caused damages may affect part or all of the family's security deposit.

The move-out inspection also assists LSHA in determining the time and extent of the preparation and repairs necessary to make the unit ready for the next tenant.

### **Annual Inspections**

LSHA will inspect all units annually using HUD's Uniform Physical Conditions Standards (UPCS).

Residents who "fail" the inspection due to housekeeping or tenant-caused damages will be given 14 calendar days to correct noted items. Another inspection will be conducted.

Residents will be issued a copy of the inspection report with required corrections.

If necessary to bring the unit into UPCS compliance, needed repairs will be completed by LSHA.

All inspections will include a check of all smoke alarms to ensure proper working order.

Inspection report will indicate whether required corrections are to be charged to the resident or covered by LSHA.

Required corrections will be repaired by LSHA within 30 days of the inspection date.

Damages beyond "normal wear and tear" will be billed to the tenant.

Residents who repeatedly "fail" the inspection or cause excessive damage to the unit will be considered in violation of their lease.

#### **Quality Control Inspections (Not Applicable to LSHA)**

The housing management staff will conduct periodic quality control inspections to determine the condition of the unit and to identify problems or issues in which LSHA can be of service to the family.

#### **Special Inspections**

Housing management staff may conduct a special inspection for emergency conditions, housekeeping, unit condition, or suspected lease violation.

HUD representatives or local government officials may review LSHA operations periodically and as a part of their monitoring may inspect a sampling of the LSHA's inventory.

If a special inspection is conducted, the LSHA will leave notice that they were in the unit and the reason for the special inspection.

#### **Emergency Inspections**

Housing management staff may initiate an emergency inspection if they believe that an emergency exists in the unit or on a Public Housing site. (See Entry of Premises Notice in this chapter.) The emergency will be abated within 24 hours from the time the work order is issued. If an emergency or after hours work order is called into the LSHA, the head of household or an adult member must be present at the service time.

#### **Emergency Repairs to be Completed in Less than 24 Hours**

Emergency repairs means the condition will be abated within 24 hours from the time of notification of the repair.

The following items are to be considered emergency in nature and require immediate (less than 24



hour) response:

1. Fires – Call the Fire Department at 911 before contacting Maintenance.
2. Air conditioning and cooling problems in the summer based on the current temperature and other configurations/conditions in the unit.
3. Heating problems in winter based on the current temperature. Per PIH Notice 2018-19, an emergency repair is necessary if the heating equipment is incapable of raising the indoor air temperature of the unit to at least 68 degrees Fahrenheit and the exterior air temperature is less than 45 degrees Fahrenheit.
4. Electrical failures or exposed wire connections (affecting more than just a lighting or outlet circuit).
5. Gas leaks.
6. Plumbing stoppages affecting ALL toilets.
7. Breaks in main water lines and major water leaks.
8. Lock-outs – Subject to the resident paying the cost for responding.  
**NOTE: REQUESTS FOR DUPLICATE KEYS AFTER WORKING HOURS MUST BE APPROVED AND ISSUED BY THE ON CALL PERSONNEL.**
9. Smoke Alarms

Residents who disengage smoke detectors for convenience purposes will be cited. (See "Housekeeping Citations" below).

### **Entry of Premises Notices**

LSHA will give prior written notice for non-emergency inspections. Non-emergency entries to the unit will be made during reasonable hours of the day.

LSHA will provide the family with 48-hour notice prior to entering the unit for non-emergency reasons other than the annual inspection.

Reasons LSHA will enter the unit are:

- Inspections and maintenance
- To make improvements and repairs
- To show the premises for leasing

- In cases of emergency

The family must call the LSHA at least 24 hours prior to the scheduled date of inspection to reschedule the inspection, if necessary.

LSHA will reschedule the inspection no more than once unless the resident has a verifiable medical reason that has hindered the inspection. LSHA may request verification.

Repairs requested by the family will not require prior notice to the family. Residents are notified in the lease that resident-requested repairs presume permission for the LSHA to enter.

#### **Non-Inspection Emergency Entry**

LSHA staff will allow access to the unit to proper authorities when issues of health or safety of the tenant are concerned.

#### **Family Responsibility to Allow Inspection**

LSHA must be allowed to inspect the unit at reasonable times with reasonable notice. Forty-eight (48) hour written notice will be considered reasonable in all cases, except emergencies.

LSHA will reschedule the inspection no more than once unless the resident has a verifiable medical reason that has hindered the inspection. LSHA may request verification.

If the resident refuses to allow the inspection, the resident will be in violation of the lease and LSHA will notify the family of its intended action.

#### **Housekeeping Citations**

Residents who "fail" an inspection due to housekeeping will be issued a Housekeeping Notice, and a reinspection will be conducted within 7 calendar days from the original inspection date by housing management staff.

If the family fails to comply with the re-inspection, it can result in lease termination. If the family fails an inspection due to housekeeping, the family will be placed on monthly inspections and given the opportunity to correct. If the family fails 3 inspections, the family will be summoned for a lease violation, and if a 4<sup>th</sup> incident is occurs, the lease shall be terminated.

Violation notices will be issued to residents who purposely disengage the unit's smoke detector. Tenants will be assessed and issued a charge in accordance with the maintenance charge schedule. Repeated offenses will result in a lease termination.

Repeated notices will be considered a violation of the lease.

#### **Tenant Damages**

Serious or repeated failed inspections or damages to the unit beyond normal wear and tear may constitute a lease violations.

"Beyond normal wear and tear" is defined as items which could be charged against the tenant's security deposit under state law or court practice. Charges for Tenant Damages shall follow the LSHA Tenant Damage Fees Schedule.

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<sup>1</sup> 24 CFR § 966.4 (p)

<sup>2</sup> 24 CFR § 966.4 (i)

<sup>3</sup> 24 CFR §§ 960.205 (b) and 966.4(a)(1)(v)

<sup>4</sup> 24 CFR § 966.4 (f)(3) & (c)(2)

<sup>5</sup> 24 CFR § 966.4 (f)(3)

<sup>6</sup> 24 CFR § 966.4 (f)(2)

<sup>7</sup> 24 CFR § 966.4 (f)(3)

<sup>8</sup> 24 CFR §§ 960.205 (b) and 966.4(a)(1)(v)

<sup>9</sup> 24 CFR § 966.4 (f)(3) & (c)(2)

<sup>10</sup> 24 CFR § 966.4 (f)(3)

<sup>11</sup> 24 CFR § 966.4 (f)(2)