

MINUTES OF A REGULAR MEETING OF THE  
 COMMISSIONERS OF THE  
 CITY OF ROANOKE REDEVELOPMENT AND HOUSING AUTHORITY

The Commissioners of the City of Roanoke Redevelopment and Housing Authority met for a regular session on Monday, July 23, 2018, in the offices of the City of Roanoke Redevelopment and Housing Authority, 2624 Salem Turnpike, NW, in the City of Roanoke, Virginia.

**I. CALL TO ORDER – ROLL CALL**

Chair Burruss called the meeting to order at 3:00 p.m. and declared that a quorum was present.

PRESENT:	Commissioners Anguiano, Burruss, Garner, Karnes, Kepley, Witten
ABSENT:	Commissioner Smith
OFFICER PRESENT:	Mrs. Glenda Edwards Goh, Secretary-Treasurer
ALSO PRESENT:	Jackie Austin, VP of Finance/CFO; Kathy Beveridge, Housing Choice Voucher Director; David Bustamante, VP of Housing; Stephanie Cooperstein, Section 3 Employment and Social Media Manager; Betsy Crow, VP of Human Resources and Administration; Frederick Gusler, Director of Redevelopment and Revitalization; Mark Loftis, Legal Counsel; Joel Shank, VP of Operations; Beatrice Parrish, Executive Assistant-Housing; Kelly Martin, Senior Executive Assistant

Chair Burruss welcomed everyone to today's meeting.

**REPORTS**

1. Financial Report

Chair Burruss stated that Mrs. Austin provided a Financial Narrative along with a Financial Report.

Chair Burruss asked if there were any additional comments or questions. There were none.

## 2. Executive Director's Report

Chair Burruss asked for the Executive Director's report.

Mrs. Goh informed the Board that the City of Roanoke Redevelopment and Housing Authority (RRHA) received a certificate of completion for completing the necessary training requirements to become a Virginia Values Veterans (V3) Program participant. Mrs. Cooperstein attended the Commonwealth of Virginia training on the V3 program that taught employers how to better recruit, hire, train and retain veterans. Mrs. Cooperstein added that a requirement for this program will be to report back to V3 quarterly on RRHA's status and request any desired assistance.

Mrs. Goh mentioned that she, Mr. Bustamante, and Ms. Hall had a telephone conversation with Joe DeFelice, Regional Administrator from the U.S. Department of Housing and Urban Development (HUD), and Carrie Schmidt, Director of the Richmond HUD Field Office, to discuss the EnVision Center Demonstration Initiative. Mr. DeFelice and Ms. Schmidt stated that there will be additional selection rounds and, from their perspective, RRHA's letter scored really well in the first round. At Mr. DeFelice and Ms. Schmidt's suggestion, RRHA is preparing to submit a second letter to HUD which will include additional information and descriptions of RRHA partnerships. Mr. DeFelice and Ms. Schmidt stated that they do not know the timeline for the second round of selections, but they felt RRHA is well positioned to be

selected in the next round.

Responding to Commissioner Anguiano's question about funding associated with the EnVision Center Demonstration, Mrs. Goh stated that, to her knowledge, there is no set amount of funding attached to the selection of a community to participate in the initiative. She asked Mr. Bustamante to speak about the question also. Mr. Bustamante said that he does not believe there is a dollar amount associated with the EnVision Center Initiative; however, he is aware of some monetary contributions that have assisted other Housing Authorities so that they can accommodate the extra program. He is not sure if that was the case with every Housing Authority or if it was just certain ones. Mrs. Goh stated that if a housing authority is selected, it is anticipated that HUD will provide support for the demonstration program. She added that, unlike any other program RRHA has applied for, there is not a published selection criteria notice, and there is not a dollar amount or grant agreement attached.

Vice Chair Garner asked whether there is any ongoing initiative at RRHA to monitor potential gang activity that could negatively impact the wellbeing of residents at RRHA's developments. He stated that, historically, housing authorities have encountered this challenge. Mrs. Goh replied that the most significant ongoing initiative is the Above-Baseline Policing agreement, which provides off duty police officers during high police call volume days and times at RRHA sites. Mrs. Goh added that lease enforcement is also critical. When RRHA is notified that someone has been charged with criminal activity, this constitutes a violation of the lease. Through active lease enforcement RRHA is able to evict households allowing gang-

related activity to occur on RRHA property. Mr. Bustamante agreed that Above-Baseline Policing is the biggest asset at this time. He said that the property managers and tenants know that they are policing the area and this serves as a deterrent to gang activity.

Responding to Chair Burruss' question concerning the number of hours off duty police officers are present at Lansdowne Park, Mr. Bustamante replied that it is approximately five or six hours per week; however, it depends on data collected by the police department. At times, the police may target the site with additional patrol hours when they have information concerning criminal activity. Mrs. Goh added that these hours are in addition to normal police services. Chair Burruss asked if these hours are spread out over one or two days, Mr. Bustamante replied that it usually starts on Friday night and runs through Sunday. He said that RRHA has had some issues during the week but they have been rare, and the weekends are consistently the hottest point. Chair Burruss stated that RRHA understands that the design issue contributes to the challenges at Lansdowne.

Vice Chair Garner asked for an update on progress installing additional security cameras and lighting at the sites. Mr. Bustamante replied that the security camera installation is underway. He has requested that the contractor have the current system working at one hundred percent before additional cameras are added to RRHA's infrastructure. Mr. Bustamante said that part of the grant that provided funding for the cameras also allowed RRHA to receive funding for additional lighting at the sites. Mr. Shank added that the contract for the additional site lighting has been awarded and the materials are on order; this affects Jamestown Place, Bluestone Park, Hunt

Manor, and Indian Rock Village. Mrs. Goh stated that RRHA had an assessment completed several years ago by the police department, and they made recommendations for improving site security and safety. RRHA implemented those recommendations, including additional site lighting, fencing, and removal of trees that were creating opportunities for criminal activity. Mr. Shank added that some residents mentioned areas where they saw a lot of foot traffic at night. These areas were taken into consideration when Mr. Shank worked with the engineers in designing the layout for the additional camera and lighting placement.

Chair Burruss asked if there were any other comments or questions. There were none.

### 3. Staff Reports

Chair Burruss asked if there were any staff reports, comments or questions. There were none.

### 4. Committee Reports

Chair Burruss asked if there were any Committee reports, comments or questions. There were none.

### 5. Commissioner Comments

Chair Burruss asked if there were any other Commissioner comments. There were none.

### 6. City Council Liaison Comments or Discussion

Chair Burruss stated that Councilman Garland has been reappointed as the liaison.

### 7. Residents or other community members to address the Board

Chair Burruss asked if there were any residents or community members who would like to address the Board. There were none.

## **II. CONSENT AGENDA**

C-1 Minutes of the Regular Meeting of the Board of Commissioners held Monday, June 25, 2018.

RECOMMENDED ACTION: Dispense with the reading thereof and approve as recorded.

C-2 Monthly Operations Report for the month of June 2018.

RECOMMENDED ACTION: File as submitted

Vice Chair Garner introduced a motion to approve the Consent Agenda. The motion was seconded by Commissioner Anguiano and upon roll call the following vote was recorded:

AYES: Commissioners Anguiano, Burruss, Garner, Karnes, Kepley, Witten

NAYS: None

Chair Burruss thereupon declared said motion carried as introduced.

## **III. REGULAR AGENDA**

### **1. Resolution No. 3967**

Mr. Bustamante introduced Resolution No. 3967, requesting the Board to approve a revised Chapter 4 of the Administrative Plan for the Section 8 Housing Choice Voucher Program (HCV). He stated that Chapter 4 deals with the waiting list. Mr. Bustamante said that RRHA has special programs administered in conjunction with community partners, including the Veterans Affairs Supportive Housing Program (VASH), the Mainstream Program, the Family Unification Program, and the U.S.

Department of Justice (DOJ) set aside program. He stated that, in order to better serve referrals from RRHA partners for these special programs, RRHA is revising the policy to allow for the special programs to still have the waiting list open throughout the year, not only when the application process opens every few years. He said that if the budgetary money is available and a community partner has referred someone who is eligible for the special programs, RRHA would then be able to house the families who need assistance.

Mr. Bustamante also mentioned that RRHA is revising some of the preferences to better align what RRHA is trying to accomplish in the HCV program. Specifically, RRHA will add a preference for families who pay forty percent of their income towards rent as well as applicants for special programs.

Responding to Chair Burruss' inquiry regarding whether preferences listed on page 10 of 14 are listed in order of priority or all have equal weight, Mr. Bustamante replied that they all have equal weight. He stated that individuals who meet any of these preferences rise to the top and then other applicants receive placement on the list by lottery.

Commissioner Witten asked whether a person would receive priority if the landlord stops accepting the HCV voucher. Mr. Bustamante said that they would. He also stated that there is a preference to cover people who are losing their homes or who become involuntarily displaced through no fault of their own.

Chair Burruss asked if there were any comments or questions. There were none.

Commissioner Witten introduced Resolution No. 3967 and moved its adoption

as introduced:

RESOLUTION OF THE CITY OF ROANOKE REDEVELOPMENT AND HOUSING AUTHORITY APPROVING A REVISED CHAPTER 4 OF THE ADMINISTRATIVE PLAN FOR THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM

WHEREAS, the City of Roanoke Redevelopment and Housing Authority's (RRHA) Board of Commissioners and staff are committed to providing safe and affordable housing to eligible individuals and families, including persons with disabilities; and

WHEREAS, the United States Department of Housing and Urban Development (HUD) has authorized Public Housing Agencies (PHA) to administer a Housing Choice Voucher (HCV) program, through the use of the PHA's Administrative Plan; and

WHEREAS, the Administrative Plan must state the PHA's policies on matters for which the PHA has discretion to establish local policies; and

WHEREAS, a PHA is required to revise its Administrative Plan as necessary to remain in compliance with HUD regulations as set forth in 24 CFR 5, 8, 35, 92, 882, 887, 888, 903, 908, 982, 983, 984 and 985; and

WHEREAS, the current Administrative Plan for the RRHA Section 8 HCV Program was approved by the RRHA Board of Commissioners by Resolution No. 3937 on September 25, 2017; and

WHEREAS, RRHA staff has reviewed the Administrative Plan and made revisions to reflect changes in regulations and RRHA operations.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the City of Roanoke Redevelopment and Housing Authority that:

1. The attached revised Chapter 4 of the Administrative Plan for the Section 8 Housing Choice Voucher Program is approved.
2. The Executive Director be and hereby is authorized and directed to make minor procedural changes as necessary between annual updates.

The motion was seconded by Vice Chair Garner and upon roll call the following vote was recorded:

AYES: Commissioners Anguiano, Burruss, Garner, Karnes, Kepley, Witten

NAYS: None

Chair Burruss thereupon declared said motion carried and Resolution No. 3967 adopted as introduced.

2. Resolution No. 3968

Mr. Bustamante introduced Resolution No. 3968, requesting the Board to approve a revised Part One and Part Two Public Housing Residential Lease Agreement. He said these revisions are being made to bring the lease into alignment with revisions to the Admissions and Continued Occupancy Policy (ACOP) approved by the Board in September 2017. Specifically, revisions address additions to household members, individuals who leave the household and desire to return, and the number of days a guest can stay.

In addition, Mr. Bustamante stated that RRHA added language in Part Two stating guidelines for tenants who wish to barbecue and stating that no swimming pools and/or swing sets are allowed to be attached or built on any of RRHA's property. He informed the Board that all tenants were provided with the updated lease thirty days in advance of these changes and invited to comment. He stated that no questions or comments were received.

Responding to Chair Burruss' inquiry as to how the no smoking policy implementation is going, Mr. Bustamante said that he has not heard anything. He said that he believes that, because RRHA did a lot of preparation on the front end, all residents have been informed and are aware of the policy. He stated that the real challenge will be enforcement. Mr. Bustamante stated that, as it stands right now, RRHA has not encountered any lease violations, but he feels certain that once they start going into the units for pest control or any other type of maintenance, violations

will be noted.

Vice Chair Garner questioned why page two of the residential lease agreement mentioned the Self-Sufficiency Program and specifically referenced the Villages at Lincoln tenants only. Mr. Bustamante responded by explaining that all heads of household at Villages at Lincoln are required to participate in the Family Self-Sufficiency Program (FSS) unless they are elderly or disabled. He said, at this time, if a resident is elderly or disabled and they have children or household members who are over the age of 18, the lease does not state that those individuals must participate in the FSS program. With the requested changes the lease will make it clear that the head of household might be exempt from this requirement, but any additional adults in the household are required to participate in the FSS program. Mrs. Goh stated that when Villages at Lincoln was approved for the Hope VI grant that funded renovations, HUD approved making it a mandatory self-sufficiency site. She said that the Villages at Lincoln is the only RRHA property that requires FSS participation. Mrs. Goh stated that residents at the other sites may voluntarily participate. Responding to Vice Chair Garner's inquiry concerning completion of the FSS program, Mrs. Goh said that completion occurs when the resident achieves self-sufficiency and moves out into market rate rental or homeownership. If they do not achieve self-sufficiency in five years, then they have the option to move to another public housing site.

Chair Burruss asked if there were any comments or questions. There were none.

Vice Chair Garner introduced Resolution No. 3968 and moved its adoption as introduced:

RESOLUTION OF CITY OF ROANOKE REDEVELOPMENT AND  
HOUSING AUTHORITY APPROVING A REVISED PUBLIC HOUSING  
RESIDENTIAL LEASE AGREEMENT AND TERMS AND CONDITIONS

WHEREAS, the City of Roanoke Redevelopment and Housing Authority (RRHA) is required by the Department of Housing and Urban Development (HUD) to establish an Admissions and Continued Occupancy Policy (ACOP), applicable to the Public Housing Program; and

WHEREAS, RRHA is required to establish and implement a Public Housing Lease; and

WHEREAS, when ACOP revisions affect lease terms, RRHA must revise the lease to reflect current policies and procedures; and

WHEREAS, proposed revisions to RRHA's Public Housing Lease have been reviewed by RRHA's legal counsel and determined to be in compliance with applicable legal requirements; and

WHEREAS, each household in RRHA's Public Housing program has been provided notice of proposed lease revisions and a 30-day period to submit comments, as required by HUD, and no comments were received.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the City of Roanoke Redevelopment and Housing Authority that the attached revised RRHA Public Housing Part I: Residential Lease Agreement and Part II: Terms and Conditions are hereby approved.

The motion was seconded by Commissioner Witten and upon roll call the following vote was recorded:

AYES: Commissioners Anguiano, Burruss, Garner, Karnes, Kepley, Witten

NAYS: None

Chair Burruss thereupon declared said motion carried and Resolution No. 3968 adopted as introduced.

3. Resolution No. 3969

Mr. Shank introduced Resolution No. 3969, requesting the Board to approve award of a contract for HVAC upgrades for the Villages at Lincoln Administration

Building under the Capital Fund Program. He said the work includes replacing a couple of boilers, air handlers, a chilling unit for air conditioning, and electrical work. RRHA received two bids with Valley Boiler submitting the low bid. In the process of reviewing and receiving clarification on the bid details RRHA was able to negotiate and reduce the bid amount. This is a Capital Fund project, and RRHA is waiting for HUD to give final approval of the 2018 Capital Fund budget. Chair Burruss said that she appreciates the value engineering and negotiating Mr. Shank did with the bid.

Replying to Commissioner Witten's inquiry regarding the difference between the two bids, Mr. Shank said that most commercial contractors are currently very busy. Direct invitations were sent to approximately ten contractors, and the project was advertised locally. He stated that, unfortunately, only two contractors came to look over the job. Mr. Shank stated that he has spoken to other individuals, besides the contractors, who have said that due to some recent government actions, the price of metals is becoming much more expensive; some have said the price has increased as much as twenty percent. Mr. Shank stated that he has been told that supply houses are only holding their prices for metals to contractors for two or three weeks. He noted that the labor market in Roanoke is also changing. HVAC mechanics, plumbers, and other trades are being paid higher wages in northern or eastern Virginia compared to the Roanoke Valley. Mr. Shank stated that contractors in Roanoke are increasing hourly pay so that they can keep skilled workers, and this also increases the cost of projects.

Responding to Chair Burruss' request for clarification on the type of metal and the metal intensive projects coming up, Mr. Shank replied that he is talking about

many of the materials required for projects such as the one, including sheet metal, piping, and wiring. He said that RRHA also has the new duplexes out for bid, and they have some limited plumbing and electrical work, but not as much as the HVAC project at Villages at Lincoln.

Commissioner Kepley inquired as to whether RRHA had an estimate provided by a design professional and if the project bids were within range. Mr. Shank said he explained the scope of work to an A&E firm and they did the design work. He generated a cost estimate using RSMeans, and the bids came in much higher than his estimate. He said that when the price of materials is increased by about twenty percent and increases in labor costs are taken into consideration, the bids are closer to the estimate.

Chair Burruss asked if there were any other comments or questions. There were none.

Commissioner Witten introduced Resolution No. 3969 and moved its adoption as introduced:

RESOLUTION OF THE CITY OF ROANOKE REDEVELOPMENT AND HOUSING AUTHORITY AWARDDING A CONTRACT FOR HVAC UPGRADES FOR VILLAGES AT LINCOLN ADMINISTRATION BUILDING, UNDER CAPITAL FUND PROGRAM (CFP) GRANT NUMBERS VA36P01150115, VA36P01150116, VA36P01150117, AND VA36P01150118

WHEREAS, the City of Roanoke Redevelopment and Housing Authority (RRHA) has been awarded a grant from the Department of Housing and Urban Development (HUD), Capital Fund Program (CFP) grant number VA36P01150115 in the amount of \$1,921,376; and

WHEREAS, HVAC Upgrades for Villages at Lincoln Administration Building was included on the Annual Statement detailing the planned use of CFP grant number VA36P01150115, which was approved by the RRHA Board of Commissioners by Resolution No. 3840 on May 18, 2015; and

WHEREAS, RRHA has been awarded a grant from HUD, CFP grant number VA36P01150116 in the amount of \$1,996,769; and

WHEREAS, HVAC Upgrades for Villages at Lincoln Administration Building was included on the Annual Statement detailing the planned use of CFP grant number VA36P01150116, which was approved by the RRHA Board of Commissioners by Resolution No. 3882 on May 23, 2016; and

WHEREAS, RRHA has been awarded a grant from HUD, CFP grant number VA36P01150117 in the amount of \$2,066,639; and

WHEREAS, HVAC Upgrades for Villages at Lincoln Administration Building was included on the Annual Statement detailing the planned use of CFP grant number VA36P01150117, which was approved by the RRHA Board of Commissioners by Resolution No. 3920 on May 22, 2017; and

WHEREAS, RRHA has been awarded a grant from HUD CFP, grant number VA36P01150118 in the amount of \$3,265,133; and

WHEREAS, HVAC Upgrades for Villages at Lincoln Administration Building was included on the Annual Statement detailing the planned use of CFP grant number VA36P01150118, which was approved by the RRHA Board of Commissioners by Resolution No. 3957 on May 21, 2018; and

WHEREAS, funding for 2 years of HVAC system maintenance to be included in the contract will be provided in RRHA's operating budgets for the applicable years; and

WHEREAS, RRHA needs a qualified contractor to complete HVAC Upgrades for Villages at Lincoln Administration Building; and

WHEREAS, RRHA issued an Invitation for Bid on May 20, 2018, with bids being due on June 19, 2018; and

WHEREAS, RRHA received two (2) responsive bids to the invitation, which were opened for consideration, such bids being as follow:

<u>Bidder</u>	<u>Total Bid Amount</u>
Valley Boiler & Mechanical, Inc.	\$382,300
Varney, Inc.	\$448,000

WHEREAS, HUD regulations at 24 CFR 135.1 state that "section 3 of the Housing and Urban Development Act of 1968 (12 U. S. C. 1701u) (section 3) directs that employment and other economic opportunities generated by certain HUD financial assistance shall to the greatest extent feasible, and consistent with existing Federal,

State, and local laws and regulations, be directed to business concerns which provide economic opportunities to low- and very low-income persons.”; and

WHEREAS, neither contractor self-certified as a Section 3 Business Concern; and

WHEREAS, the allowable HUD Section 3 preference is not a determining factor in the procurement; and

WHEREAS, as a result of value engineering and negotiations, the amount of the bid submitted by Valley Boiler & Mechanical, Inc. was amended to \$353,800; and

WHEREAS, the amount of the bid submitted by Valley Boiler & Mechanical, Inc., was determined to be fair and reasonable for the work specified when compared to the amount of the independent cost estimate based on R S Means Cost Data, for the project; and

WHEREAS, review, evaluation, and confirmation of bid documentation has been completed, and Valley Boiler & Mechanical, Inc. has been found to be capable and in all other respects acceptable to RRHA; and

WHEREAS, the Vice President of Operations recommends an award to Valley Boiler & Mechanical, Inc.; and

WHEREAS, the Executive Director has determined that this procurement complies with RRHA’s Procurement Policy and that it is in the best interests of RRHA to accept such bid and execute an appropriate contract.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the City of Roanoke Redevelopment and Housing Authority that:

Contingent upon HUD approval of RRHA’s budget for the 2018 Capital Fund 5-Year Action Plan, which included the budget for CFP Grant VA36P01150118,

- (1) The bid submitted by Valley Boiler & Mechanical, Inc. be and hereby is accepted;
- (2) The Executive Director be and hereby is authorized and directed to execute a standard contract for construction, which by reference is inclusive of all plans, specifications, addenda and related project documents, between Valley Boiler and Mechanical, Inc., and RRHA for the fixed price of \$353,800.
- (3) The Executive Director be and hereby is authorized to take such other actions as may be necessary to fulfill the intent of this Resolution.

The motion was seconded by Vice Chair Garner and upon roll call the following vote was recorded:

AYES: Commissioners Anguiano, Burruss, Garner, Karnes, Kepley, Witten

NAYS: None

Chair Burruss thereupon declared said motion carried and Resolution No. 3969 adopted as introduced.

4. Resolution No. 3970

Mr. Shank introduced Resolution No. 3970, requesting the Board to authorize the awarding of a contract for replacement of forced draft closed circuit cooler and HVAC controls for RRHA Central Administration Building under the Capital Fund Program. Mr. Shank explained that a little over a year ago the controls in RRHA's Central building stopped working due to age and, as a result, the maintenance staff continued trying to operate things manually instead of by the controls. In the process of that, during the winter the cooling tower froze, and recently the air conditioning unit went down. Mr. Shank stated that RRHA received two bids, but only one was responsive. He noted that, after reviewing the bid, a lower amount was negotiated.

Chair Burruss said she appreciates the value engineering negotiations Mr. Shank goes through and asked for clarification of what resulted in the substantial discount. Mr. Shank explained that the contractor had questions concerning the scope of the work and submitted a bid that represented worst case scenario. He stated that once the contractor received clarification concerning the scope of the work, the contractor was able to reduce the bid amount.

Chair Burruss asked if there were any other comments or questions. There

were none.

Commissioner Anguiano introduced Resolution No. 3970 and moved its adoption as introduced:

RESOLUTION OF THE CITY OF ROANOKE REDEVELOPMENT AND HOUSING AUTHORITY AWARDING A CONTRACT FOR REPLACEMENT OF FORCED DRAFT CLOSED CIRCUIT COOLER AND HVAC CONTROLS FOR RRHA CENTRAL ADMINISTRATION BUILDING, UNDER CAPITAL FUND PROGRAM (CFP) GRANT NUMBER VA36P01150118 AND PUBLIC HOUSING OPERATING FUNDS

WHEREAS, the City of Roanoke Redevelopment and Housing Authority (RRHA) has been awarded a grant from the Department of Housing and Urban Development (HUD) Capital Fund Program (CFP) grant number VA36P01150118 in the amount of \$3,265,133; and

WHEREAS, HVAC Upgrades for Villages At Lincoln Administration Building was included on the Annual Statement detailing the planned use of CFP grant number VA36P01150118, which was approved by the RRHA Board of Commissioners by Resolution No. 3957 on May 21, 2018; and

WHEREAS, the HUD recommended minimum operating reserve level for PHAs with 250 or more units is four months of formula expenses or \$100,000, whichever is greater; and

WHEREAS, VA11-1 Lansdowne Park, AMP 201, has sufficient operating reserves above the recommended minimum level to allow use of operating funds for a portion of the cost for replacement of the forced draft closed circuit cooler and HVAC controls for RRHA Central Administration Building; and

WHEREAS, RRHA needs a qualified contractor to complete Replacement of Forced Draft Closed Circuit Cooler and HVAC Controls for RRHA Central Administration Building; and

WHEREAS, RRHA issued an Invitation for Bid on June 3, 2018, with bids being due on July 3, 2018; and

WHEREAS, RRHA received one (1) responsive bid to the invitation, which was opened for consideration, such bids being as follow:

<u>Bidder</u>	<u>Total Bid Amount</u>
Valley Boiler & Mechanical, Inc.	\$328,000

WHEREAS, as a result of value engineering and negotiations the amount of the bid submitted by Valley Boiler & Mechanical, Inc. was amended to \$273,150; and

WHEREAS, the amount of the bid submitted by Valley Boiler & Mechanical, Inc., was determined to be fair and reasonable for the work specified when compared to the amount of the independent cost estimate based on R S Means Cost Data, for the project; and

WHEREAS, review, evaluation, and confirmation of bid documentation has been completed, and Valley Boiler & Mechanical, Inc. has been found to be capable and in all other respects acceptable to RRHA; and

WHEREAS, the Vice President of Operations recommends an award to Valley Boiler & Mechanical, Inc.; and

WHEREAS, the Executive Director has determined that this procurement complies with RRHA's Procurement Policy and that it is in the best interests of RRHA to accept such bid and execute an appropriate contract.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the City of Roanoke Redevelopment and Housing Authority that:

Contingent upon HUD approval of RRHA's budget for the 2018 Capital Fund 5-Year Action Plan, which included the budget for CFP Grant VA36P01150118,

- (1) The bid submitted by Valley Boiler & Mechanical, Inc. be and hereby is accepted;
- (2) The Executive Director be and hereby is authorized and directed to execute a standard contract for construction, which by reference is inclusive of all plans, specifications, addenda and related project documents, between and RRHA for the fixed price of \$273,150.
- (3) The Executive Director be and hereby is authorized to take such other actions as may be necessary to fulfill the intent of this Resolution.

The motion was seconded by Vice Chair Garner and upon roll call the following vote was recorded:

AYES: Commissioners Anguiano, Burruss, Garner, Karnes, Kepley, Witten

NAYS: None

Chair Burruss thereupon declared said motion carried and Resolution No. 3970

adopted as introduced.

5. Resolution No. 3971

Ms. Crow introduced Resolution No. 3971, requesting the Board to authorize the execution of two contracts for temporary employment services with Action Personnel and Elwood Staffing. RRHA issued request for proposals and received two proposals, one from Action Personnel and one from Elwood Staffing. Ms. Crow stated that Action Personnel provides temporary staffing for maintenance and office positions, while Elwood Staffing only provides office personnel. She said that she is requesting to award contracts to both agencies because it increases the probability of identifying qualified personnel when needed for temporary positions.

Responding to Commissioner Witten's inquiry concerning Section 3, Ms. Crow replied that this was an important part of the procurement process. Mrs. Cooperstein developed the request for proposals, and RRHA held a pre-bid meeting where Section 3 was discussed. Ms. Crow said that both companies have said they will accept individuals RRHA sends to them, have those individuals complete the Section 3 forms, and work closely with RRHA during the process. Commissioner Kepley asked if this is a time and material quote based on each company. Ms. Crow responded saying that the companies do a markup based upon the hourly rate RRHA provides. For example, if RRHA pays a laborer \$10.17 an hour, Action Personnel would mark up this cost by thirty-seven percent. She stated that the markup pays for the costs of employment, as the temporary agency remains the employer and pays for all benefits of the temporary worker. Ms. Crow specified that the total amounts will depend on RRHA's hiring needs and turnover rate, and the total contract amount was based on

prior expenses. Ms. Crow said that RRHA will have to make greater efforts on the front end to keep employees in order to make sure that RRHA does not have as many openings. She added that RRHA's benefit rate is thirty-two percent, and the staffing companies have a markup rate of thirty-six to thirty-eight percent, so it costs a little more to hire a temp.

Chair Burruss asked if there were any other comments or questions. There were none.

Commissioner Karnes introduced Resolution No. 3971 and moved its adoption as introduce

RESOLUTION OF THE CITY OF ROANOKE REDEVELOPMENT AND HOUSING AUTHORITY AUTHORIZING EXECUTION OF CONTRACTS FOR TEMPORARY EMPLOYMENT SERVICES WITH ACTION PERSONNEL AND ELWOOD STAFFING

WHEREAS, the Roanoke Redevelopment and Housing Authority (RRHA) utilizes temporary employment agencies for Maintenance, Office, and Resident Services Staff as a temp-to-hire recruitment source and on project work or when meeting performance measurement requiring additional temporary staffing; and

WHEREAS, funding for these services is provided through the operating budgets of cost centers where temporary staffing is utilized; and

WHEREAS, temporary services can act in partnership with the Agency to provide more opportunities and work more closely to help the Agency exceed their Section 3 goals; and

WHEREAS, the Request for Proposals for Temporary Employment Services was issued on June 11, 2018 and two (2) proposals were received; and

WHEREAS, the Request for Proposals stated that the Agency may select more than one company to award a contract for services; and

WHEREAS, Action Personnel and Elwood Staffing have successfully provided temporary employees in the past; and

WHEREAS, review of proposals has been completed, and both Agencies have been found to be capable and in all other respects acceptable to RRHA; and

WHEREAS, the VP of Human Resources and Administration recommends awards to Action Personnel and Elwood Staffing; and

WHEREAS, the Executive Director has determined that this procurement complies with RRHA's Procurement Policy and that it is in the best interests of RRHA to accept such proposals and execute appropriate contracts.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of the City of Roanoke Redevelopment and Housing Authority that:

- 1) The proposals from Action Personnel and Elwood Staffing are both accepted;
- 2) The Executive Director be and hereby is authorized to execute three (3) year contracts, using RRHA's standard contract form, with Action Personnel and Elwood Staffing for temporary employment services for Maintenance, Office, and Resident Services Staff at the fixed mark-up rates proposed for each job category for an amount not to exceed \$190,630 for each contract;
- 3) The Executive Director be and hereby is authorized to take such other actions as may be necessary to fulfill the intent of this Resolution.

The motion was seconded by Vice Chair Garner and upon roll call the following vote was recorded:

AYES: Commissioners Anguiano, Burruss, Garner, Karnes, Kepley, Witten

NAYS: None

Chair Burruss thereupon declared said motion carried and Resolution No. 3971 adopted as introduced.

6. Executive Session

Vice Chair Garner moved that the Commissioners enter into Executive Session for the purpose of consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of RRHA; consultation with legal counsel retained by RRHA regarding specific legal

matters requiring the provision of legal advice by such counsel; and discussion of personnel matters of the RRHA, in accordance with Virginia Code Sections 2.2-3711(A) (1), (7), and (8).

The motion was seconded by Commissioner Karnes and upon roll call the following vote was recorded:

AYES: Commissioners Anguiano, Burruss, Garner, Karnes, Kepley, Witten

NAYS: None

The Board of Commissioners entered into Executive Session at 3:36 p.m.

#### Certification

Vice Chair Garner introduced a motion stating that the members of the Board of Commissioners hereby certify to the best of their knowledge that only public business matters lawfully exempted from open meeting requirements and only such public business matters as were identified in the motion by which the closed meeting was convened were heard discussed or considered by the Board in the immediately preceding Executive Session.

The motion was seconded by Commissioner Witten and upon roll call the following vote was recorded:

AYES: Commissioners Anguiano, Burruss, Garner, Karnes, Kepley, Witten

NAYS: None

The Board reconvened into open session at 4:44 p.m.

#### **IV. ADJOURNMENT**

There being no further business to come before the Board, Vice Chair Garner

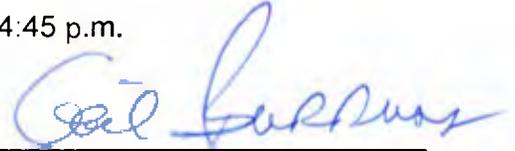
moved that the meeting be adjourned.

The motion was seconded by Commissioner Anguiano and upon roll call the following vote was recorded:

AYES: Commissioners Anguiano, Burruss, Garner, Karnes, Kepley, Witten

NAYS: None

Chair Burruss declared the meeting adjourned at 4:45 p.m.



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Gail Burruss, Chair



Glenda Edwards Goh. Secretary-Treasurer



## Chapter 4

### APPLICATIONS, WAITING LIST AND TENANT SELECTION

#### INTRODUCTION

When a family wishes to receive Section 8 HCV assistance, the family must submit an application that provides RRHA with the information needed to determine the family's eligibility. HUD requires RRHA to place all families that apply for assistance on a waiting list. When HCV assistance becomes available, RRHA must select families from the waiting list in accordance with HUD requirements and RRHA policies as stated in the administrative plan and the annual plan.

RRHA is required to adopt clear policies and procedures for accepting applications, placing families on the waiting list, selecting families from the waiting list and must follow these policies and procedures consistently. The actual order in which families are selected from the waiting list can be affected if a family has certain characteristics designated by HUD or RRHA to justify their selection. Examples of this are the selection of families for income targeting and the selection of families that qualify for targeted funding.

HUD regulations require that all families have an equal opportunity to apply for and receive housing assistance, and that RRHA affirmatively further fair housing goals in the administration of the program [24 CFR 982.53, HCV GB p. 4-1]. Adherence to the selection policies described in this chapter ensures that RRHA will be in compliance with all relevant fair housing requirements, as described in Chapter 2.

This chapter describes HUD and RRHA policies for taking applications, managing the waiting list and selecting families for HCV assistance. The policies outlined in this chapter are organized into three sections, as follows:

[Part I: The Application Process](#). This part provides an overview of the application process, and discusses how applicants can obtain and submit applications. It also specifies how RRHA will handle the applications it receives.

[Part II: Managing the Waiting List](#). This part presents the policies that govern how RRHA's waiting list is structured, when it is opened and closed, and how the public is notified of the opportunity to apply for assistance. It also discusses the process RRHA will use to keep the waiting list current.

[Part III: Selection for HCV Assistance](#). This part describes the policies that guide RRHA in selecting families for HCV assistance as such assistance becomes available. It also specifies how in-person interviews will be used to ensure that RRHA has the information needed to make a final eligibility determination.

## **PART I: THE APPLICATION PROCESS**

### **4-I.A. OVERVIEW**

This part describes RRHA's policies for making applications available, accepting applications, making preliminary determinations of eligibility, and the placement of applicants on the waiting list. This part also describes RRHA's obligation to ensure the accessibility of the application process to elderly persons, people with disabilities, and people with limited English proficiency (LEP).

### **4-I.B. APPLYING FOR ASSISTANCE [HCV GB, pp. 4-11 – 4-16 Notice PIH 2009-36]**

Any family that wishes to receive HCV assistance must apply for admission to the program. HUD permits RRHA to determine the format and content of HCV applications, as well how such applications will be made available to interested families and how applications will be accepted by RRHA. However, RRHA must include Form HUD-92006, Supplement to Application for Federally Assisted Housing, as part of RRHA's application.

#### RRHA Policy

Depending upon the length of time that applicants may need to wait to receive assistance, RRHA may use a one- or two-step application process.

A one-step process will be used when it is expected that a family will be selected from the waiting list within 60 days of the date of application. At application, the family must provide all of the information necessary to establish family eligibility and level of assistance.

A two-step process will be used when it is expected that a family will not be selected from the waiting list for at least 60 days from the date of application. Under the two-step application process, RRHA initially will require families to provide only the information needed to make an initial assessment of the family's eligibility, and to determine the family's placement on the waiting list. The family will be required to provide all of the information necessary to establish family eligibility and level of assistance when the family is selected from the waiting list.

RRHA has implemented a Web-Based Application System for its Housing Choice Voucher Program. With limited exceptions, all Preliminary Applications must be submitted electronically. The on-line Application can be accessed on RRHA's website [www.rkehousing.org](http://www.rkehousing.org) from any Internet capable device (personal computer, cell phone, tablet, etc.). For applicants without Internet access, RRHA will provide computer access at a number of Public Housing sites (listed below) where applications may be entered. Disabled, handicapped or other disadvantaged persons without Internet access or requiring special accommodations may contact the RRHA offices at 540-983-9281.

Lansdowne Park – 2624 Salem Turnpike NW

Indian Rock Village – 2034 Indian Village Lane, S.E.

Jamestown Place – 1533 Pike Lane, S.E.

Villages at Lincoln – 1801 Dunbar Street, N.W.

## PRELIMINARY APPLICATION UPDATES

After being placed in the Lottery Pool, applicants are responsible for reporting changes in family circumstances (addresses, income, family composition, etc.) electronically via the Applicant Information Update feature on the RRHA Website. This information will be used to re-evaluate the assignment of provisional Admission Preference Points. Failure to provide accurate information may result in failure to be added to the Wait List or to qualify for Voucher issuance.

### **4-I.C. ACCESSIBILITY OF THE APPLICATION PROCESS**

#### **Elderly and Disabled Populations [24 CFR 8 and HCV GB, pp. 4-11 – 4-13]**

RRHA must take a variety of steps to ensure that the application process is accessible to those people who might have difficulty complying with the normal, standard RRHA application process. This could include people with disabilities, certain elderly individuals, as well as persons with limited English proficiency (LEP). RRHA must provide reasonable accommodation to the needs of individuals with disabilities. The application-taking facility and the application process must be fully accessible, or RRHA must provide an alternate approach that provides full access to the application process. Chapter 2 provides a full discussion of RRHA's policies related to providing reasonable accommodations for people with disabilities.

#### **Limited English Proficiency**

RRHA is required to take reasonable steps to ensure equal access to their programs and activities by persons with limited English proficiency [24 CFR 1]. Chapter 2 provides a full discussion on RRHA's policies related to ensuring access to people with limited English proficiency (LEP).

### **4-I.D. PLACEMENT ON THE WAITING LIST**

RRHA must review each complete application received and make a preliminary assessment of the family's eligibility. RRHA must accept applications from families for whom the list is open unless there is good cause for not accepting the application (such as denial of assistance) for the grounds stated in the regulations [24 CFR 982.206(b)(2)]. Where the family is determined to be ineligible, RRHA must notify the family in writing [24 CFR 982.201(f)]. Where the family is not determined to be ineligible, the family will be placed on a waiting list of applicants.

No applicant has a right or entitlement to be listed on the waiting list, or to any particular position on the waiting list [24 CFR 982.202(c)].

#### **Ineligible for Placement on the Waiting List**

##### RRHA Policy

If RRHA can determine from the information provided that a family is ineligible, the family will not be placed on the waiting list. Where a family is determined to be ineligible, RRHA will send written notification of the ineligibility determination within 10 business days of the ineligible determination. The notice will specify the reasons for

ineligibility, and will inform the family of its right to request an informal review and explain the process for doing so (see Chapter 16).

### **Eligible for Placement on the Waiting List**

RRHA will send written notification of the preliminary eligibility determination within 10 business days after all applications have been entered onto the waitlist.

Placement on the waiting list does not indicate that the family is, in fact, eligible for assistance. A final determination of eligibility will be made when the family is selected from the waiting list.

Applicants will be placed on the waiting list using a lottery system. Once each application has been randomly assigned a number, the applications will be placed on the waiting list in order of the assigned numbers and according to RRHA preference(s).

## **PART II: MANAGING THE WAITING LIST**

### **4-II.A. OVERVIEW**

RRHA must have policies regarding various aspects of organizing and managing the waiting list of applicant families. This includes opening the list to new applicants, closing the list to new applicants, notifying the public of waiting list openings and closings, updating waiting list information, purging the list of families that are no longer interested in or eligible for assistance, as well as conducting outreach to ensure a sufficient number of applicants.

In addition, HUD imposes requirements on how RRHA may structure its waiting list and how families must be treated if they apply for assistance from RRHA that administers more than one assisted housing program.

### **4-II.B. ORGANIZATION OF THE WAITING LIST [24 CFR 982.204 and 205]**

RRHA's HCV waiting list must be organized in such a manner to allow RRHA to accurately identify and select families for assistance in the proper order, according to the admissions policies described in this plan.

The waiting list must contain the following information for each applicant listed:

- Applicant name;
- Family unit size;
- Date and time of application;
- Qualification for any local preference;
- Racial or ethnic designation of the head of household.

#### RRHA Policy

RRHA will maintain a single waiting list for the HCV program.

HUD directs that a family that applies for assistance from the HCV program must be offered the opportunity to be placed on the waiting list for any public housing, project-based voucher or

moderate rehabilitation program RRHA operates if 1) the other programs' waiting lists are open, and 2) the family is qualified for the other programs.

A family's decision to apply for, receive, or refuse other housing assistance must not affect the family's placement on the HCV waiting list, or any preferences for which the family may qualify.

#### RRHA Policy

RRHA will not merge the HCV waiting list with the waiting list for any other program RRHA operates.

### **4-II.C. OPENING AND CLOSING THE WAITING LIST [24 CFR 982.206]**

#### **Closing the Waiting List**

##### RRHA Policy

RRHA will close the waiting list when the estimated waiting period for housing assistance for applicants on the list reaches 12 months for the most current applicants. Where RRHA has particular preferences or funding criteria that require a specific category of family, RRHA may elect to continue to accept applications from these applicants while closing the waiting list to others. The HCV waitlist will remain open for VASH, FUP, Olmstead, Mainstream and fairshare applicants.

RRHA will accept applications for the HUD-Veteran's Affairs Supportive Housing (HUD-VASH) and the family unification program (FUP) based on the Veteran's Administration's or Department of Social Services referrals when the waiting list is closed to other applicants but the waiting will remain open for these populations.-

RRHA will accept applications for the Fairshare Program based on referrals from the Blue Ridge Independent Living Center when the HCV waitlist is open. Twenty-five Housing Choice Vouchers were allocated to the Blue Ridge Independent Living Center in this Annual Contributions Contract award.

RRHA will accept applications/referrals for persons with intellectual or developmental disabilities who are in the target population of Virginia's Olmstead Settlement Agreement with the U.S. Department of Justice (DOJ) based on referrals from the Virginia Department of Behavioral Health and Developmental Services (DBHDS). DBHDS will be responsible for maintaining the waiting list for this target population. RRHA will leave the HCV waitlist open to serve this population. DBHDS will be responsible for verifying that individuals meet the preference before providing the referral to RRHA. Ten (10) Housing Choice Vouchers were set aside to provide housing assistance for this population.

#### **Reopening the Waiting List**

If the waiting list has been closed, it cannot be reopened until RRHA publishes a notice in local newspapers of general circulation, minority media, and other suitable media outlets. The notice must comply with HUD fair housing requirements and must specify who may apply, and where and when applications will be received.

##### RRHA Policy

RRHA will announce the reopening of the waiting list at least 10 business days prior to the date applications will first be accepted. If the list is only being reopened for certain categories of families, this information will be contained in the notice.

RRHA will give public notice by publishing the relevant information in suitable media outlets and other organizations including, but not limited to:

*Roanoke Times, Roanoke Tribune, Public Service Announcements on local radio stations, Department of Social Services, Total Action for Progress, Salvation Army, Rescue Mission, RAM House, Trust, Public Service Announcements on the government access cable channel, Blue Ridge Center for Independent Living and Blue Ridge Behavioral Health Care*

#### **4-II.D. FAMILY OUTREACH [HCV GB, pp. 4-2 to 4-4]**

RRHA must conduct outreach as necessary to ensure that RRHA has a sufficient number of applicants on the waiting list to use the HCV resources it has been allotted.

Because HUD requires RRHA to serve a specified percentage of extremely low income families (see Chapter 4, Part III), RRHA may need to conduct special outreach to ensure that an adequate number of such families apply for assistance [HCV GB, p. 4-20 to 4-21].

RRHA outreach efforts must comply with fair housing requirements. This includes:

- Analyzing the housing market area and the populations currently being served to identify underserved populations
- Ensuring that outreach efforts are targeted to media outlets that reach eligible populations that are underrepresented in the program
- Avoiding outreach efforts that prefer or exclude people who are members of a protected class

RRHA outreach efforts must be designed to inform qualified families about the availability of assistance under the program. These efforts may include, as needed, any of the following activities:

- Submitting press releases to local newspapers, including minority newspapers
- Developing informational materials and flyers to distribute to other agencies
- Providing application forms to other public and private agencies that serve the low income population
- Developing partnerships with other organizations that serve similar populations, including agencies that provide services for persons with ~~disabilities~~disabilities, Roanoke Continuum of Care (COC), Roanoke city Department of Social Services (DSS), Veterans Medical Center, Virginia Department of Behavioral Health and Developmental Services (DBHDS) and Blue Ridge Independent Living Center.

### RRHA Policy

RRHA will monitor the characteristics of the population being served and the characteristics of the population as a whole in RRHA's jurisdiction. Targeted outreach efforts will be undertaken if a comparison suggests that certain populations are being underserved.

## METHOD FOR PLACEMENT ON THE WAITING LIST

RRHA will use a lottery system to select and place families on the waiting list. Applications will be accepted for a designated period of time as specified in the announcement notice. After applications are no longer being accepted, a random computerized process will determine the position of each applicant. The number of applicants selected for the list will be based on the number of families required to achieve a waiting list adequate to cover the next one to two years.

### **4-II.E. REPORTING CHANGES IN FAMILY CIRCUMSTANCES**

#### RRHA Policy

While the family is on the waiting list, the family must immediately inform RRHA of changes in contact information, including current residence, mailing address, and phone number. The changes must be submitted in writing. RRHA encourages the applicants to use RRHA's web based waitlist program and provide all updates on line.

### **4-II.F. UPDATING THE WAITING LIST [24 CFR 982.204]**

HUD requires RRHA to establish policies to use when removing applicant names from the waiting list.

#### **Purging the Waiting List**

The decision to withdraw an applicant family that includes a person with disabilities from the waiting list is subject to reasonable accommodation. If the applicant did not respond to a RRHA request for information or updates, and RRHA determines that the family did not respond because of the family member's disability, RRHA must reinstate the applicant family to their former position on the waiting list [24 CFR 982.204(c)(2)].

#### RRHA Policy

The waiting list will be updated annually to ensure that all applicants and applicant information is current and timely.

To update the waiting list, RRHA will send an update request via first class mail to each family on the waiting list to determine whether the family continues to be interested in, and to qualify for, the program. This update request will be sent to the last address that RRHA has on record for the family. The update request will provide a deadline by which the family must respond and will state that failure to respond will result in the applicant's name being removed from the waiting list. The family's response must be in writing and may be delivered in person, by mail, or by fax. Responses should be postmarked or received by RRHA no later than 15 calendar days from the date of the RRHA letter. If the 15th day falls on a weekend or a holiday, the document must be received by the next business day.

If the family fails to respond within 15 calendar days, the family will be removed from the waiting list without further notice. If the 15th day falls on a weekend or a holiday, the document must be received by the next business day.

If the notice is returned by the post office with no forwarding address, the applicant will be removed from the waiting list without further notice.

If the notice is returned by the post office with a forwarding address, the notice will be re-sent to the address indicated. The family will have 15 calendar days to respond from the date the letter was re-sent. If the 15th day falls on a weekend or a holiday, the document must be received by the next business day.

Families that have been removed from the waiting list for not responding to a purge letter will be automatically reinstated if they request reinstatement within 90 days of the date of the purge letter.

### **Removal from the Waiting List**

#### RRHA Policy

If at any time an applicant family is on the waiting list, RRHA determines that the family is not eligible for assistance (see Chapter 3), the family will be removed from the waiting list.

If a family is removed from the waiting list because RRHA has determined the family is not eligible for assistance, a notice will be sent to the family's address of record. The notice will state the reasons the family was removed from the waiting list and will inform the family how to request an informal review regarding RRHA's decision (see Chapter 16) [24 CFR 982.201(f)].

## **PART III: SELECTION FOR HCV ASSISTANCE**

### **4-III.A. OVERVIEW**

As vouchers become available, families on the waiting list must be selected for assistance in accordance with the policies described in this part.

The order in which families receive assistance from the waiting list depends on the selection method chosen by RRHA and is impacted in part by any selection preferences for which the family qualifies. The availability of targeted funding also may affect the order in which families are selected from the waiting list.

RRHA must maintain a clear record of all information required to verify that the family is selected from the waiting list according to RRHA's selection policies [24 CFR 982.204(b) and 982.207(e)].

#### **Program Admission**

RRHA may admit an applicant to the program either:

- 1) As a HUD Special Admission, or
- 2) As a lottery admission, or

- 3) As a participant porting in from another housing authority.

#### **4-III.B. SELECTION AND HCV FUNDING SOURCES**

##### **Special Admissions [24 CFR 982.203]**

A Special Admission is admission of an applicant that is not in the RRHA Section 8 lottery pool, or without considering the applicant's position in the lottery pool. HUD may award funding for specifically-named families living in specified types of units (e.g., a family that is displaced by demolition of public housing; a non-purchasing family residing in a HOPE 1 or 2 projects). In these cases, RRHA may admit families that are not in the RRHA lottery pool, or without considering the family's lottery pool position. These families are considered non-waiting list admissions. RRHA must maintain records showing that such families were admitted with special program funding.

##### **Targeted Funding [24 CFR 982.204(e)]**

HUD may award RRHA funding for a specified category of families on the waiting list. RRHA must use this funding only to assist the families within the specified category. In order to assist families within a targeted funding category, RRHA may skip families that do not qualify within the targeted funding category. Within this category of families, the order in which such families are assisted is determined according to the policies provided in Section 4-III.C.

##### RRHA Policy

RRHA administers the following types of targeted funding:

*Fairshare, HUD-VASH, Family Unification Program, ~~and~~ Mainstream Housing Choice Voucher, Virginia's Olmstead Settlement Agreement with the U.S. Department of Justice (DOJ)*

##### **Regular HCV Funding**

Regular HCV funding may be used to assist any eligible family on the waiting list. Families are selected from the waiting list according to the policies provided in Section 4-III.C.

#### **4-III.C. SELECTION METHOD**

RRHA must describe the method for selecting applicant families from the waiting list, including the system of admission preferences that RRHA will use [24 CFR 982.202(d)].

##### **Local Preferences [24 CFR 982.207; HCV p. 4-16]**

Any local preferences established must be consistent with the RRHA plan and the consolidated plan, and must be based on local housing needs and priorities that can be documented by generally accepted data sources.

##### RRHA Policy

RRHA will use the following local preferences:

- Applicants who are entitled to a preference include:
  - ~~Families involuntarily displaced due to owner action, natural disaster, or government action~~
  - Elderly/ Disabled Family
  - Families who pay 40% of their income towards rent.
- Mainstream non-elderly persons with disabilities who are transitioning out of institutional or other segregated settings, at serious risk of institutionalization, homeless, or at risk of becoming homeless.
- Family Unification Program Families for whom the lack of adequate housing is a primary factor in the imminent placement of the family's child, or children, in out-of-home care; or the delay in the discharge of the child, or children, to the family from out-of-home care; and youth at least 18 years and not more than 24 years of age (have not reached their 25th birthday), who left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in Section 475(5)(H) of the Social Security Act and are homeless or are at risk of becoming homeless at age 16 or older.
- Veterans Affairs Supportive Housing (HUD-VASH)
  - Persons with intellectual or developmental disabilities who are in the target population of Virginia's Olmstead Settlement Agreement with DOJ; 10 HCV Vouchers are set-aside to serve individuals meeting this preference.
  - RRHA will offer a preference to families that include victims of domestic violence, dating violence, sexual assault, or stalking who have either been referred by a partnering service agency or consortia or is seeking an emergency transfer under VAWA from RRHA's public housing program or other covered housing program operated by RRHA.
  - RRHA will work with the following partnering service agencies:
 

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 Domestic Violence Service Center 540-283-4813.

For help regarding sexual assault, you may contact Domestic Violence Service Center 540-283-4813 or Sabrina's Place -777-HOPE (Jo Nelson).

Victims of stalking seeking help may contact LGBTQ Partner Abuse and Sexual Assault -866-356-6998 (Person on call) or Roanoke City Police Department - Frank Leftwich - Criminal Investigations / Special Victims Unit 540-853-5299.
  - The applicant must certify that the abuser will not reside with the applicant unless RRHA gives prior written approval.
  - RRHA will first assist families that been terminated from the HCV program due to insufficient funding and then assist families that qualify for the VAWA preference.

### **Income Targeting Requirement [24 CFR 982.201(b)(2)]**

HUD requires that extremely low-income (ELI) families make up at least 75 percent of the families admitted to the HCV program during RRHA's fiscal year. ELI families are those with annual incomes at or below the federal poverty level or 30 percent of the area median income whichever number is higher. To ensure this requirement is met, RRHA may skip non-ELI families on the waiting list in order to select an ELI family.

Low income families admitted to the program that are "continuously assisted" under the 1937 Housing Act [24 CFR 982.4(b)], as well as low-income or moderate-income families admitted to the program that are displaced as a result of the prepayment of the mortgage or voluntary termination of an insurance contract on eligible low-income housing, are not counted for income targeting purposes [24 CFR 982.201(b)(2)(v)].

#### RRHA Policy

RRHA will monitor progress in meeting the ELI requirement throughout the fiscal year. Extremely low-income families will be selected ahead of other eligible families on an as-needed basis to ensure the income targeting requirement is met.

### **Order of Selection**

The RRHA system of preferences may select families either according to the date and time of application, or by a random selection process (lottery) [(24 CFR 982.207(c)]. When selecting families from the waiting list RRHA is required to use targeted funding to assist only those families who meet the specified criteria, and RRHA is not permitted to skip down the waiting list to a family that it can afford to subsidize when there are not sufficient funds to subsidize the family at the top of the waiting list [24 CFR 982.204(d) and (e)].

#### RRHA Policy

Families will be selected from the waiting list based on the targeted funding or selection preference(s) for which they qualify, and in accordance with RRHA's hierarchy of preference(s), if applicable. Applicants are selected from the waitlist based on the highest ranking of preference points. If an applicant qualifies for more than one preference, their combined preference points will rank the applicant higher than an applicant with only one preference. Within each preference category, applicants will be selected based on their randomly assigned lottery number including any preference, if applicable.

Once applicants with preferences are served, applicants that do not qualify for a preference will be selected by random lottery.

Families that qualify for a specified category of program funding (targeted funding) may be selected from the waiting list ahead of higher placed families that do not qualify for the targeted funding. Selected applicants are randomly assigned a lottery number. Applicants will be placed on the waiting list in order of their assigned lottery number and according to RRHA preference. RRHA will not skip down the waiting list to a family that it can afford to subsidize when there are funds to subsidize the family at the top of the

waiting list. Documentation will be maintained by RRHA as to whether families on the list qualify for and are interested in targeted funding. If a higher placed family on the waiting list is not qualified or not interested in targeted funding, there will be a notation maintained so that RRHA does not have to ask higher placed families each time targeted selections are made.

An applicant family referred by the Blue Ridge Independent Living Center to fill a vacant slot of their Fairshare Program allocation (25 vouchers) will be accepted on a one on one basis for purposes of determining eligibility for program admission. Families selected to fill these vacant slots ~~are not~~ must be selected from the HCV waitlist.

Additional set-asides for this population in the future will be determined based on need and available funding.

The set-aside will be carved out of the current allocation of funds for the voucher program, and the set-aside will be monitored and administered by RRHA. Due to the requirements of Virginia's Settlement Agreement with DOJ, portability of these vouchers will require coordination with the Virginia DBHDS.

RRHA will receive referrals for individuals who meet the preference from Virginia Department Behavioral Health and Developmental Services (DBHDS) in cooperation with the local community based organization Blue Ridge Behavioral Healthcare (BRBH). DBHDS will be responsible for maintaining the waiting list for this target population. RRHA will leave the HCV waitlist open to serve this population DBHDS will be responsible for verifying that individuals meet the preference before providing the referral to RRHA. .

Referrals will be sent to RRHA HCV Manager and DBHDS will advise the applicant to apply to the HCV waitlist. Once received, the HCV Manager will contact the individual to set up an appointment to determine HCV Program eligibility per HUD guidelines.

Once eligibility is determined; the individual will be issued a voucher for a minimum of 120 days. The participant will be responsible for locating appropriate housing of his/her choice.

#### **4-III.D. NOTIFICATION OF SELECTION**

When a family has been selected from the waiting list, RRHA must notify the family [24 CFR 982.554(a)].

##### RRHA Policy

RRHA will notify the family by first class mail when it is selected from the waiting list. The notice will inform the family of the following:

Date, time, and location of the scheduled application interview, including any procedures for rescheduling the interview

Who is required to attend the interview

All documents that must be provided at the interview, including information about what constitutes acceptable documentation

Other documents and information that should be brought to the interview

If a notification letter is returned to RRHA with no forwarding address, the family will be removed from the waiting list. Families who contact RRHA within 30 days of this notice will be automatically reinstated.

#### **4-III.E. THE APPLICATION INTERVIEW**

HUD recommends that RRHA obtain the information and documentation needed to make an eligibility determination through a face-to-face interview with a RRHA representative. Being invited to attend an interview does not constitute admission to the program [HCV GB, pg. 4-16].

Assistance cannot be provided to the family until all SSN documentation requirements are met. However, if RRHA determines that an applicant family is otherwise eligible to participate in the program, the family may retain its place on the waiting list for a period of time determined by RRHA [Notice PIH 2012-10].

Reasonable accommodation must be made for persons with disabilities who are unable to attend an interview due to their disability.

##### RRHA Policy

The head of household or spouse/co-head will be strongly encouraged to attend the interview together. However, either the head of household or the spouse/co-head may attend the interview on behalf of the family. Verification of information pertaining to adult members of the household not present at the interview will not begin until signed release forms are returned to RRHA. The head of household or spouse/co-head must provide acceptable documentation of legal identity. (Chapter 7 provides a discussion of proper documentation of legal identity). If the family representative does not provide the required documentation at the time of the interview, he or she will be required to provide it within 10 business days.

Pending disclosure and documentation of social security numbers, RRHA will allow the family to retain its place on the waiting list for 30 days. If all household members have not disclosed their SSN's at the next time RRHA is issuing voucher, RRHA will issue a voucher to the next eligible applicant family on the waiting list.

The family must provide the information necessary to establish the family's eligibility and determine the appropriate level of assistance, as well as completing required forms, providing required signatures, and submitting required documentation. If any materials are missing, RRHA will provide the family with a written list of items that must be submitted.

Any required documents or information that the family is unable to provide at the interview must be provided within 10 business days of the interview (Chapter 7 provides details about longer submission deadlines for particular items, including documentation of Social Security numbers and eligible noncitizen status). If the family is unable to obtain the information or materials within the required time frame, the family may request an extension. If the required documents and information are not provided within the required time frame (plus any extensions), the family will be sent a notice of denial (See Chapter 3).

An advocate, interpreter, or other assistant may assist the family with the application and the interview process.

Interviews will be conducted in English. For limited English proficient (LEP) applicants, RRHA will provide translation services in accordance with RRHA's LEP plan.

If the family is unable to attend a scheduled interview, the family must contact RRHA in advance of the interview to schedule a new appointment. In all circumstances, if a family does not attend a scheduled interview, RRHA will send another notification letter with a new interview time. Applicants who fail to attend two scheduled interviews without RRHA approval will be denied assistance based on the family's failure to supply information needed to determine eligibility. A notice of denial will be issued in accordance with policies contained in Chapter 3.

#### **4-III.F. COMPLETING THE APPLICATION PROCESS**

RRHA must verify all information provided by the family (see Chapter 7). Based on verified information, RRHA must make a final determination of eligibility (see Chapter 3) and must confirm that the family qualified for any special admission, targeted admission, or selection preference that affected the order in which the family was selected from the waiting list.

##### RRHA Policy

If RRHA determines that the family is ineligible, RRHA will send written notification of the ineligibility determination within 10 calendar days of the determination. The notice will specify the reasons for ineligibility, and will inform the family of its right to request an informal review (Chapter 16). If the 10th day falls on a weekend or a holiday, the document must be received by the next business day.

If a family fails to qualify for any criteria that affected the order in which it was selected from the waiting list (e.g. targeted funding, extremely low-income), the family will be returned to its original position on the waiting list. RRHA will notify the family in writing that it has been returned to the waiting list, and will specify the reasons for it.

If RRHA determines that the family is eligible to receive assistance, RRHA will invite the family to attend a briefing in accordance with the policies in Chapter 5.

**PART I: RESIDENTIAL LEASE AGREEMENT**

**THIS LEASE AGREEMENT (LEASE)** is executed between the City of Roanoke Redevelopment and Housing Authority (RRHA), and \_\_\_\_\_ (Tenant), and becomes effective as of this date: \_\_\_\_\_

**1. Leased Premises:** Leased Premises: Apartment (Unit) No. \_\_\_\_\_ in the \_\_\_\_\_ housing development (Development) located at \_\_\_\_\_, in the City of Roanoke, Virginia (Leased Premises or Premises) consisting of \_\_\_\_\_ bedrooms. The Leased Premises consist of the Unit and porches, and building or complex or Development in which the dwelling unit (Unit) is located, including common areas and grounds.

RRHA, relying upon the statements, certifications, and other information provided by Tenant concerning the household composition, income and employment of all family members as reported in Tenant's signed Application for Admission and Continued Occupancy agrees to Lease to Tenant under the terms and conditions of this Lease the Premises designated above. By signing this Lease, Tenant acknowledges having read this Lease and having been given an opportunity to ask RRHA's representative questions about its terms, and agrees to abide by and perform all the covenants and obligations of Tenant under this Lease.

**2. Household Composition:** Tenant's household is composed of the individuals listed below. All members of the household age 18 and over shall execute the Lease.

- a. **Additions to the household and/or lease will only be made by marriage, adoption or birth.** Any additions to the household members named on the Lease, including Live-in Aides and foster children, require the advance written approval of RRHA. Such approval will be granted only if the new family members pass RRHA's screening criteria and a Unit of the appropriate size is available.

Tenant agrees to wait for RRHA's approval before allowing additional persons to move into the Premises. This includes Tenants planning to marry. RRHA will conduct a pre-admission screening, including the Criminal History Report, of the proposed new member. Only new members approved by RRHA will be added to the household. **Additions to the household and/or lease will only be made by marriage, adoption or birth.** Failure on the part of Tenant to comply with this provision is a serious violation of the material terms of the Lease, for which RRHA may terminate the Lease in accordance with Part II of the Lease.

Tenant shall report deletions (for any reason) from the household members named on the Lease to RRHA in writing, within ten (10) days of the occurrence. **RRHA will not allow the removed household member to re-enter the household once they are removed from the lease.**

Name and Gender (M or F)	Relationship and Date of Birth	Social Security
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

**AS USED IN THIS LEASE, A “GUEST” IS A PERSON TEMPORARILY STAYING IN THE UNIT OR ON THE PREMISES WITH THE CONSENT OF TENANT OR OTHER MEMBER OF THE HOUSEHOLD WHO HAS EXPRESS OR IMPLIED AUTHORITY TO SO CONSENT ON BEHALF OF TENANT.**

**AS USED IN THIS LEASE, “OTHER PERSON UNDER TENANT’S CONTROL” IS A PERSON, ALTHOUGH NOT STAYING AS A GUEST IN THE UNIT, IS, OR WAS AT THE TIME OF THE ACTIVITY IN QUESTION, ON THE PREMISES BECAUSE OF AN INVITATION FROM TENANT OR OTHER MEMBER OF THE HOUSEHOLD WHO HAS EXPRESS OR IMPLIED AUTHORITY TO SO CONSENT ON BEHALF OF TENANT.**

**AS USED IN THIS LEASE, THE TERM “COVERED PERSON” MEANS A TENANT, ANY MEMBER OF THE TENANTS HOUSEHOLD, GUEST OR ANY OTHER PERSON UNDER TENANT’S CONTROL”**

### **3. Self-Sufficiency Program Requirements for Villages at Lincoln Tenants**

**Tenant is a resident of the Villages at Lincoln Development. Tenant is restricted to a five (5) year occupancy term, which RRHA and Tenant agree will terminate no later than . During the Lease term, the HOH and all adult household members over the age of 18 must participate in the Family Self-Sufficiency Program (FSS), pursuant to the Contract of Participation, attached hereto. Tenants living at the Villages at Lincoln whose HOH are disabled/exempt from participating in FSS but have adult family members over the age of 18 must participate in the required Community Service Requirement 8hours per month. In the event that Tenant is in breach of the terms of said Contract of Participation or if Tenant chooses not to participate, RRHA shall transfer Tenant and household members to another public housing development at Tenant’s expense. If Tenant does not transfer, a thirty (30) day moving notice will be issued and Tenant and household members must vacate the Premises.**

Tenant will participate in the program indicated by an X below, unless exempt.

**Family Self-Sufficiency Program (FSS)**

Tenant is currently participating in the FSS program and Tenant and RRHA have entered into the FSS Contract of Participation, a copy of which is attached hereto and incorporated herein by reference. Tenant must fulfill the requirements set forth in the Contract of Participation.

**Exemptions**

Tenant is exempt from participating in a self-sufficiency program for one of the following:

- 1. Tenant is disabled as defined by HUD.
- 2. Tenant is elderly as defined by HUD.

**RRHA may terminate the said Contract of Participation if:**

- a. Tenant and RRHA agree to terminate Contract of Participation;
- b. RRHA determines that Tenant has not fulfilled their responsibility under the Contract of Participation;
- c. Tenant withdraws from the self-sufficiency program; or
- d. RRHA may declare the Contract of Participation to be null and void if the resources and services necessary to complete the Contract of Participation are not available.

### **4. Self Sufficiency Participation for Tenants of Developments other than the Villages at Lincoln.**

**Voluntary FSS Program Participation**

If checked, Tenant and adult household member(s) agree to voluntary participation in FSS Program, as described in paragraph (3) above.

**Community Service Requirement**

In the event that a resident of a development other than Villages at Lincoln elects not to participate in the FSS program, he/she and adult household member(s) must complete the necessary Community Service requirement as set forth in Part II of this Lease.

**5. Term:** The term of this Lease will be one calendar year, renewed as stipulated in Part II of the Lease. However, RRHA may not renew the Lease if any adult household member(s) has violated the requirement for performance of community service or participation in an economic self-sufficiency program as set forth in Part II of the Lease.

**6. Rent:** Rent in the amount of \$ \_\_\_\_\_ per month shall be payable in advance on the first day of each month, and shall be delinquent after the fifth (5th) day of said month. A utility reimbursement of \$ \_\_\_\_\_ per month (if applicable) shall be paid to Tenant by RRHA.

This is the flat Rent for the Premises  This Rent is based on the income and other information reported by Tenant

**7. Utilities and Appliances: RRHA-Supplied Utilities:** If indicated by an (X) below, RRHA provides the indicated utility as part of the Rent for the Premises:

( ) Electricity ( ) Natural Gas ( ) Water ( ) Sewerage

If indicated by an (X) below, RRHA shall provide the following appliances for the Premises:

(X) Cooking Range (X) Refrigerator

**8. Utility Allowances: Tenant-Paid Utilities:** If indicated by an (X) below, RRHA shall provide Tenant with a Utility Allowance in the monthly amount totaling \$ \_\_\_\_\_ for the following utilities paid directly by Tenant to the utility supplier:

( ) Electricity

**9. Security Deposit:** Tenant agrees to pay \$ \_\_\_\_\_ as a security deposit. See Part II of this Lease for information on treatment of the Security Deposit.

**10. Lead Safety:** RRHA shall provide Tenant with a Lead Hazard Information Pamphlet and a Lead Disclosure Addendum.

**11. Execution:** By Tenant's signature below, Tenant and household members agree to the terms and conditions of Part I and II of this Lease and all additional documents made a part of the Lease by reference or attachment.

By the signature(s) below I/we also acknowledge that the Provisions of Part II of this Lease Agreement have been received and thoroughly explained to me/us.

_____	_____
Tenant	Date
_____	_____
Co-Tenant	Date
_____	_____
Adult Household Members	Date
_____	_____
Adult Household Members	Date
_____	_____
Property Manager	Date

**TENANT'S CERTIFICATION**

I, \_\_\_\_\_ hereby certify that the undersigned, and other members of my household, have not committed any fraud in connection with any federal housing assistance program, unless such fraud was fully disclosed to RRHA before execution of the Lease, or before RRHA approval for occupancy of the Unit by the household member.

I further certify that all information or documentation submitted by myself or other household members to RRHA in connection with any federal housing assistance program (before and during the Lease term) are true and complete to the best of my knowledge and belief.

---

 Tenant's Signature

---

 Date
**ATTACHMENTS:**

If indicated by an (X) below, RRHA has provided Tenant with the following attachments and information:

- (     ) Part II of this Lease
- (     ) Pet Policy
- (     ) Standard Maintenance Charges (May be updated) (Posted in Property Manager's Office)
- (     ) Lead Hazard Information Pamphlet (X) Lead Disclosure Addendum
- (     ) Grievance Procedure (May be updated) (Posted in Property Manager's Office)
- (     ) Neighborhood Standards
- (     ) Contract of Participation
- (     ) Emergency Contact Sheet
- (     ) Other: \_\_\_\_\_

## PART II: TERMS AND CONDITIONS

**THIS PART II TO THE LEASE AGREEMENT**, hereinafter referred to as “Terms and Conditions” is between the City of Roanoke Redevelopment and Housing Authority, (RRHA) and Tenant named in Part I of this Lease (Tenant). [966.4 (a)]

### 1. Lease Term and Rent \_\_\_\_\_ / \_\_\_\_\_

- a. Unless otherwise modified or terminated in accordance with the provisions of this Lease, the Term shall be for twelve (12) months. The Term will be automatically renewed for the same period, except, RRHA may not renew the Lease if any adult household member has violated the requirement for performance of community service or participation in an economic self-sufficiency program. [966.4 (a)(2)(i)]

The amount of the Total Tenant Payment and Tenant Rent shall be determined by RRHA in compliance with HUD regulations and requirements and in accordance with the then current RRHA’s Admissions and Continued Occupancy Policy [966.4 (c)].

- b. The Rent amount is stated in Part I of this Lease. Rent shall remain in effect unless adjusted by RRHA in accordance with paragraph 6 of Part II or other applicable provisions of this Lease.

**Rent is DUE and PAYABLE in advance on the first day of each month and shall be considered delinquent after the fifth calendar day of the month.** Rent may include utilities as described herein and includes all maintenance services due to normal wear and tear 966.4 (e)(1) & (3)].

When RRHA makes any change in the amount of Rent, RRHA shall give written notice to Tenant. The notice shall state the new amount, and the date from which the new amount is applicable. Rent redeterminations are subject to the Administrative Grievance Procedure. The notice shall also state that Tenant may ask for an explanation of how the amount is computed by RRHA. If Tenant asks for an explanation, RRHA shall respond in a reasonable time [966.4 (c) (4)].

- c. Use and Occupancy of Dwelling: Tenant shall have the right to exclusive use and occupancy of the leased Unit by Tenant and other household members listed on Part I the Lease, including reasonable accommodation of their guests [24CFR 966.4(d)]. The head of household is responsible for the conduct of visitors and guests or any Other Person Under Tenant’s Control, inside the unit as well as anywhere on or near RRHA premises [24 CFR 966.4(f)].

With the prior written consent of RRHA, members of the household may engage in legal profit making activities in the Unit [966.4(d)(1) & (2)].

This provision permits reasonable accommodation of Tenant's guests or visitors for a period no longer than seven (7) consecutive days or a total of 14 cumulative calendar days during any twelve (12) month period. Tenants must notify RRHA when overnight guests will be staying in the unit more than three (3) days. Permission may be granted, upon written request to the Manager, for an extension of this provision [966.4 (d)(1)].

a. A guest is a person who is not a Tenant and is present at the Property with the consent of a Tenant.

b. The limitation does not apply to any live-in aide for a Tenant or a Household Member if such live-in aide is approved for occupancy in the unit by PHA. Live-in aides, however, will not have any rights to continue living in the Property if the Tenant or Household Member assisted by the live-in aide ceases to live at the Property.

Guests who represent the unit address as their residence address for receipt of benefits or any other purpose will be considered unauthorized occupants. In addition, guests who remain in the

unit beyond the allowable time limit will be considered unauthorized occupants, and their presence constitutes violation of the lease.

- d. Ability to comply with Lease terms: If, during the Term of this Lease, Tenant, by reason of physical or mental impairment is no longer able to comply with the material provisions of this Lease, and cannot make arrangements for someone to aid him/her in complying with the Lease, and RRHA cannot make any reasonable accommodation that would enable Tenant to comply with the Lease, RRHA will assist Tenant, or designated member(s) of Tenant's household or Emergency Contact to find more suitable housing and move Tenant from the Unit. If there are no such person(s) who can or will take responsibility for moving Tenant, RRHA will work with appropriate agencies to secure suitable housing and will terminate the Lease. [8.3]

At the time of admission, all Tenants must identify an Emergency Contact to be contacted if they become unable to comply with lease terms.

## 2. Other Charges \_\_\_\_\_/\_\_\_\_\_

In addition to Rent, Tenant is responsible for the payment of certain other charges specified in this Lease. The type(s) and amounts of charges are specified in Part I of this Lease Agreement. Additionally, other charges may include [966.4 (b)(2)]:

- a. Maintenance costs -- The cost for services or repairs due to intentional or negligent damage to the Unit, common areas or grounds beyond normal wear and tear, caused by Tenant, any member of Tenant's household, Guest or any Other Person Under Tenant's Control. When RRHA determines that needed maintenance is not caused by normal wear and tear, Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by RRHA or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to RRHA for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged [966.4 (b)(2)].
- b. Excess Utility Charges --At developments where utilities are provided by RRHA, a charge shall be assessed for excess utility consumption according to RRHA's current posted schedule. This charge does not apply to Tenants who pay their utilities directly to a utility supplier [966.4 (b)(2)].
- c. Late Charges -- The Tenant agrees that all rent and other charges are due and payable in advance on the first (1<sup>st</sup>) day of each month. Payments which are not received by RRHA by the close of business on the fifth calendar day of the month will be considered delinquent. The tenant agrees to pay a ten dollar (\$10.00) late charge if all rent and other charges due on the first of each month are not received by RRHA by the close of business on the fifth (5<sup>th</sup>) calendar day of the month. RRHA shall provide written notice of the amount of any charge in addition to Tenant Rent, and when the charge is due. Charges, in addition to Rent, are due no sooner than two weeks after Tenant received RRHA's written notice of the charge. Payments which are late will be accepted by RRHA with reservation.
- d. Returned Check Charges -- If the Tenant pays rent and other charges with a check that is returned for insufficient funds or is written on a closed account, the rent will be considered unpaid and a returned check fee of ten dollar (\$10.00) will be charged to the Tenant. The fee will be due and payable fourteen (14) days after billing. RRHA shall require Tenant to pay by certified check or money order if Tenant's bank has returned one or more personal checks unpaid within twelve (12) months.

## 3. Payment Location \_\_\_\_\_/\_\_\_\_\_

Rent and other charges must be paid at the Management Office of the apartment complex in which the Tenant resides. Rent must be paid by check or money order. Tenants who have submitted a check that is returned for insufficient funds shall be required to make all future payments by certified check or money order.

#### 4. Security Deposit \_\_\_\_\_ / \_\_\_\_\_

- a. **Tenant Responsibilities:** Tenant agrees to pay, upon occupancy, a Security Deposit equal to \$100.00. The dollar amount of the Security Deposit is noted on Part I of this Lease [966.4 (b)(5)].
- b. **RRHA's Responsibilities:** RRHA will use the Security Deposit plus any interest earned at the termination of this Lease:
  - (1) To pay the cost of any Rent or any other charges owed by Tenant at the termination of this Lease.
  - (2) To reimburse the cost of cleaning or repairing any damages to the apartment and any equipment on the premises beyond normal wear and tear to the Unit caused by Tenant, any member of Tenant's household, Guest or any Other Person Under Tenant's Control.
  - (3) If the Tenant transfers to another unit, RRHA will transfer the security deposit to the new unit of the Tenant. The Tenant will be billed for any maintenance or other charges due for the "old" unit.

The Security Deposit may not be used to pay Rent or other charges while Tenant occupies the Unit. No refund of the Security Deposit will be made until Tenant has vacated and RRHA has inspected the Unit.

The return of a Security Deposit shall occur within thirty (30) days after Tenant vacates the Premises. RRHA agrees to return the Security Deposit to Tenant when he/she vacates, so long as no deductions are owed and Tenant furnishes RRHA with a forwarding address. If any deductions are to be made, RRHA will furnish Tenant with a written statement of any such costs for damages and/or other charges deducted from the Security Deposit. Interest will be accrued at the rate established by laws of the Commonwealth of Virginia on the Security Deposit which Management holds for thirteen (13) months or longer.

#### 5. Utilities and Appliances [966.4 (b)(1)] \_\_\_\_\_ / \_\_\_\_\_

- a. **RRHA Supplied Utilities:** If indicated by an (X) on Part I, RRHA will supply the indicated utility. RRHA will not be liable for the failure to supply any utility service for any cause whatsoever beyond RRHA's control. The charges for excess utility consumption are not due and collectible until two (2) weeks after RRHA gives written notice of the charges. Notices of excess utility charges will be mailed quarterly and are considered notices of adverse action under this Lease.

If indicated by an (X) on Part I of the Lease, RRHA will provide a cooking range and refrigerator. Other major electrical appliances, such as, air conditioners, freezers, extra refrigerators, washers, dryers, etc., may be installed and operated only with the written approval of RRHA [966.4(b)(2)].

- b. **Tenant-paid Utilities:** If Tenant resides in a development where RRHA does not supply electricity, natural gas, heating fuel, water, sewer service, or trash collection, an Allowance for Utilities shall be established, appropriate for the size and type of Unit, for utilities Tenant pays directly to the utility supplier. The Total Tenant Payment less the Allowance for Utilities equals Tenant Rent. If the Allowance for Utilities exceeds the Total Tenant Payment, RRHA will pay a Utility Reimbursement each month [5.632].

RRHA may change the Utility Allowance at any time during the term of the Lease, and shall give Tenant sixty (60) days written notice of the revised Utility Allowance along with any resultant changes in Rent or utility reimbursement [965.473 (c)].

If Tenant's actual utility bill exceeds the Utility Allowance, Tenant shall be responsible for paying the entire bill to the supplier. If Tenant's actual utility bill is LESS than the Utility Allowance, Tenant shall receive the benefit of such savings.

- c. **Tenant Responsibilities:** Tenant agrees not to waste the utilities provided by RRHA and to comply with any applicable law, regulation, or guideline of any governmental entity regulating

utilities or fuels [966.4 (f)(8)]. Tenant also agrees to abide by any local ordinance or RRHA Policy restricting or prohibiting the use of space heaters.

**6. Hearing Officer Selection Policy:** \_\_\_\_\_ / \_\_\_\_\_

The RRHA will provide an informal hearing before a Hearing Officer or designated substitute. The Hearing Officer or designated substitute will not be any person who made or approved the determination under review or a subordinate of those persons, but may be an officer or employee of the RRHA. Such individuals do not need legal training. The RRHA Executive Director or designee will appoint the Hearing Officer subject to the requirements herein. When the term Hearing Officer is used throughout the Grievance Procedure, this refers to the Hearing Officer or designated substitute.

When available, a panel comprised of the RRHA Hearing Officer and a resident/participant in RRHA's assisted housing programs will conduct the hearing. To serve on a hearing panel, residents or participants must be in good standing with regard to Public Housing lease requirements or HCV program obligations and have no relationship to the person or family who has requested the hearing. RRHA will consult with resident organizations before appointing residents or participants to serve on a hearing panel.

**7. Redetermination of Rent, Dwelling Size and Eligibility:** \_\_\_\_\_ / \_\_\_\_\_

Monthly Rent as shown in Part I of this Lease, or as adjusted in accordance with the provisions herein, will remain in effect for the period between regular Rent determinations, unless there is a change in household income or household composition. Rent formulas or procedures are changed by Federal law or regulation.

- a. **Annual Recertification of Rent:** RRHA will conduct an annual reexamination of income, family composition and community service requirement compliance at least once a year for all Tenants paying income-based rent. RRHA will conduct a reexamination of family composition at least annually and an annual review of community service requirement compliance for families who pay flat rent and must conduct a reexamination of family income at least once every three (3) years [24 CFR960.257(a)(2)]. Tenant agrees to supply RRHA, when requested, with accurate information about household composition, age of household members, income and source of income of all household members, assets, community service activities and related information necessary to determine eligibility, annual income adjusted income, Rent, and whether the family is overcrowded or over-housed according to RRHA policy. Failure to supply such information when requested is a serious violation of the terms of the Lease and RRHA may terminate the Lease. All information must be verified. Tenant agrees to comply with RRHA requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification [24 CFR 966.4 (c)(2)].

When RRHA determines the amount of Rent payable by Tenant or determines that Tenant must transfer to another Unit based on household composition, RRHA shall notify Tenant that he/she may ask for an explanation stating the specific grounds of RRHA's determination and may request a hearing under RRHA's Grievance Procedure should Tenant disagree with RRHA's determination. This determination will be made in accordance with the current Admissions and Continued Occupancy Policy, which is publicly posted in the Site Manager's Office and available for examination by Tenant during RRHA's normal business hours. A copy of such policy may be furnished on request at the expense of the person making the request.

- b. **Family Choice of Payment:** RRHA must provide Public Housing families admitted or subject to recertification after October 1, 1999, the option of electing whether to pay rent based on their income, or to pay flat rent. Flat rent is based on the rental value of the unit which HUD interprets to be the same as reasonable market value for comparable units in the community. In accordance with the approved Admission and Continued Occupancy Policy, RRHA must provide the flat rent information along with the income based rent information annually. At the time of leasing or as part of the recertification process, the family must complete and sign the Family Choice of Payment.

- c. **Flat Rents [24 CFR 960.253(b)]:** There is no utility allowance or reimbursement with flat rents. When the family elects to pay the flat rent, the flat rent amount quoted to the family by RRHA is the amount the family pays. Changes in family income, expense, or composition will not affect the flat rent amount because it is outside the income-based formula.
- d. **Interim Reexamination of the Rent:** The Tenant agrees to report any change in family composition or earned income, including new employment to the Management Office in which they reside or the Management Office responsible for their community within ten (10) calendar days of the occurrence of such a change. Based on the type of change reported, RRHA will determine the documentation the family will be required to submit. The family must submit any required information or documents within ten (10) business days of receiving a request from RRHA. This time frame may be extended for good cause with RRHA approval. RRHA will accept required documentation by mail, by fax or in person. Failure to report a change within the required time frame, or failure to provide all required information within the required time frame will result in a retroactive Rent charge. (Information with respect to any other addition to Tenant's household shall be provided to RRHA in advance as required by Part I of Lease.) This Lease will NOT be revised to permit a change of household composition resulting from a request to allow adult children to move back into the Unit unless it is determined that the move is essential for the mental or physical health of Tenant AND it does not disqualify the household for the size Unit it is currently occupying. Rent will not change during the period between regular reexaminations unless, during such period, any of the following takes place:
  - a. Change in household composition (Additions to the household and/or lease will only be made by marriage, adoption or birth).
  - b. Increase in earned income, including new employment.
  - c. For families receiving the Earned Income Disallowance (EID), RRHA will conduct an interim reexamination at the start, to adjust the exclusion with any changes in income and at the conclusion of the second 12 month exclusion period (50 percent phase-in period)
  - d. If the family has reported zero income, RRHA will conduct an interim reexamination every three (3) months as long as the family continues to report that they have no income.
  - e. If at the time of the annual reexamination, it is not feasible to anticipate a level of income for the next twelve (12) months (e.g. seasonal or cyclic income), RRHA will schedule an interim reexamination to coincide with the end of the period for which it is feasible to project income.
  - f. If at the time of the annual reexamination, tenant-provided documents were used on a provisional basis due to the lack of third-party verification and third-party verification becomes available.
  - g. Rent formulas or procedures are changed by Federal law or regulation.
  - h. If it is necessary to correct an error in a previous reexamination or in response to an intentional, negligent or fraudulent statement regarding family composition or income.
  - i. A Tenant may request an interim reexamination any time the family has experienced a change in circumstances since the last determination. RRHA will process the request if the family reports a change that will result in a reduced family income.
- e. **Changes in Rent will be made as follows:**
  - (1) Tenant agrees to pay any increase in Rent resulting from an interim reexamination or an annual recertification on the first of the month following a thirty (30) day notice to the Tenant. If a Tenant fails to report a change within the required time frames, or fails to provide all required information within the required time frames, the increase will be applied retroactively, to the date it would have been effective had the information been provided on a timely basis. The Tenant will be responsible for any underpaid rent and may be offered a repayment agreement in accordance with the Admissions and Continued Occupancy Policy.
  - (2) A decrease in Rent resulting from a decrease in household income will be effective on the first (1<sup>st</sup>) day of the month following the month in which the change was reported. In cases where the change cannot be verified until after the date the change would have come effective, the change will be made retroactively.

- (3) Tenant agrees to pay any increase in Rent resulting from the implementation of changes in Rent computation or increases due to changes in regulations, policy or procedures required by the United States Department of Housing and Urban Development.
- (4) In the case of a Rent increase due to misrepresentation, failure to report a change in household composition, or failure to report an increase in earned income, including new employment (after a reduction in Rent per the Flat Rent Policy), the Tenant will be responsible for any underpaid rent and may be offered a repayment agreement in accordance with the Admissions and Continued Occupancy Policy.

f. **Transfers** [966.4 (c)(3)]

- (1) **Emergency Transfers:** If a dwelling unit is damaged to the extent that it poses an immediate, verifiable threat to the life, health or safety of the Tenant or Tenant family members that cannot be repaired or abated within 24 hours, RRHA will provide temporary accommodations to the Tenant by arranging for temporary lodging. If the conditions that required the transfer cannot be repaired, or the condition cannot be repaired in a reasonable amount of time, RRHA will transfer the Tenant at RRHA's expense to the first available and appropriate unit after the temporary relocation.
- (2) **RRHA Required Transfers:**
  - (a.) Tenants without disabilities that are housed in an accessible Unit with special features agree to transfer at RRHA's expense to a Unit without such features within thirty (30) days when either a current Tenant or an applicant needs the features of the units and there is another unit available for the non-disabled family.
  - (b.) RRHA may require a Tenant to transfer when an annual recertification indicates that there has been a change in family composition, and the Tenant household size has changed and the Tenants household is now too large (overcrowded) or too small (over-housed) for the unit occupied. If the Tenant was initially placed in an inappropriately sized unit at lease-up, where the Tenant is over-housed, to prevent vacancies, the Tenant agrees to transfer to a unit of an appropriate size based on RRHA's occupancy standards, when RRHA determines there is a need for the transfer at the Tenant's expense.
  - (c.) RRHA will relocate Tenant into another Unit at RRHA's expense if it is determined necessary for disposition, revitalization, rehabilitate or demolish Tenant's Unit.
  - (d.) Tenants who reside at the Villages at Lincoln agree that when the five (5) year lease period expires, or in the event the Tenant is in breach of the terms of their Contract for Participation, or chooses not to participate in the Self-Sufficiency Program, the Tenant will be required to vacate from the Village at Lincoln. If the Tenant and household members are unable to find other suitable housing, Tenant and household members agree to transfer to another public housing development at the Tenant's expense.
  - (e.) A RRHA required transfer is an adverse action. As an adverse action, the transfer is subject to the requirements regarding notices of adverse actions. If the family requests a grievance hearing within the required timeframe, RRHA may not take action on the transfer until the conclusion of the grievance process.
  - (f.) The reasonable costs of transfers paid by RRHA, include the cost of packing, moving and unloading. Rather than reimbursing the family for eligible, reasonable expenses related to the move, RRHA will either complete the move, or make arrangements and pay for the move.
- (3) **Tenant Requested Transfer:** RRHA will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Continued Occupancy Policy.

**7. RRHA Obligations** [966.4 (e)] \_\_\_\_\_/\_\_\_\_\_

- a. To maintain the Unit and the Development in decent, safe and sanitary condition; [966.4 (e)(1)]
- b. To comply with the requirements of applicable building codes, housing codes, and HUD regulations materially affecting health and safety; [966.4 (e)(2)]
- c. To make necessary repairs to the Unit; [966.4 (e)(3)]
- d. To keep Development building, facilities, and common areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition; [966.4 (e)(4)]
- e. To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators supplied or required to be supplied by RRHA; [966.4 (e)(5)]
- f. To provide and maintain appropriate receptacles and facilities (except container for the exclusive use of an individual tenant household) for the deposit of garbage, rubbish, and other waste removed from the premise by Tenant as required by this Lease; [966.4 (e)(6)]
- g. To supply running water and reasonable amounts of hot water and reasonable amount of heat at appropriate times of the year according to local custom and usage; EXCEPT where the building that includes the Unit is not required to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of Tenant and supplied by a direct utility connection; [966.4 (e)(7)]
- h. To notify Tenant of the specific grounds for any proposed adverse action by RRHA. (Such adverse action includes, but is not limited to: a proposed Lease termination, transfer of Tenant to another Unit, change in amount of Rent, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When RRHA is required to afford Tenant the opportunity for a hearing under RRHA Grievance Procedure for a Grievance concerning a proposed adverse action:
  - (1) The Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of Lease termination, a notice of Lease termination that complies with Code of Federal Regulations Part 966 shall constitute adequate notice of proposed adverse action. See paragraph 13 of this Lease.
  - (2) In the case of a proposed adverse action other than a proposed Lease termination, RRHA shall not take the proposed action until time to request such a hearing has expired or (if hearing was timely requested) the Grievance process has been completed. [966.4 (e)(8)]

**8. Tenant's Obligations:** \_\_\_\_\_/\_\_\_\_\_

NOTICE: UNDER THIS LEASE, TENANT SHALL BE HELD RESPONSIBLE FOR THE ACTIONS OF PERSONS WHO ARE NOT MEMBERS OF TENANT'S HOUSEHOLD IF SUCH PERSONS ARE GUESTS OF TENANT OR GUEST OF A MEMBER OF TENANT'S HOUSEHOLD OR OTHER PERSON(S) UNDER TENANT'S CONTROL. VIOLATION OF THIS LEASE BY SUCH PERSONS SHALL RESULT IN TERMINATION OF THIS LEASE AND EVICTION OF TENANT.

IF THE PROHIBITED ACTIONS INVOLVE CRIMINAL ACTIVITY OR DRUG-RELATED CRIMINAL ACTIVITY BY TENANT, MEMBERS OF TENANT'S HOUSEHOLD, GUESTS, OR OTHER PERSONS UNDER TENANT'S CONTROL, ARREST OR CONVICTION FOR SUCH ACTIONS IS NOT NECESSARY FOR SUCH ACTIONS TO CONSTITUTE GROUNDS FOR TERMINATION OF THIS LEASE AND EVICTION OF TENANT.

**a. Tenant shall be obligated:**

- (1) Not to assign the Lease or sublease the Unit [966.4 (f)(1)].
- (2) (a) Not to give accommodation to boarders or lodgers [966.4 (f)(2)].
- (b) Not to give accommodation to long-term Guests (in excess of seven (7) consecutive days or a total of fourteen (14) cumulative calendar days during any twelve (12) month period) without the advance written consent of RRHA. A Tenant's family must notify RRHA when overnight guests will be staying in the unit more than three (3) days.
- (c) Not to give accommodations to any former Tenant previously evicted from another RRHA Development or Property.

- (3) To use the Unit solely as a private dwelling for Tenant and Tenant's household as identified in PART I of the Lease, and not to use or permit its use for any other purpose [966.4 (f)(3)]. This provision does not exclude the care of foster children or live-in care of a member of Tenant's household, provided the accommodation of such persons conforms to RRHA's occupancy standards, and so long as RRHA has granted prior written approval for the foster child(ren), or live-in aide to reside in the Unit [966.4 (d)((3)(i))].
- (4) To abide by necessary and reasonable regulations publicized by RRHA for the benefit and well being of the Development and Tenants. These regulations shall be posted in a conspicuous manner in the Site Manager's Office. Violation of such regulations constitutes a violation of the Lease [966.4 (f)(4)].
- (5) To comply with the requirements of applicable state and local building or housing codes, materially affecting health and/or safety of Tenant and household [966.4 (f)(5)].
- (6) To keep the Unit and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. [966.4(f)(6)] This includes removing snow and keeping front and rear entrances and walkways of the Unit free from hazards and trash and keeping the yard free of debris and litter. Exceptions to this requirement will be made for Tenants who have no household members able to perform such tasks because of age or disability [966.4 (g)].
- (7) To dispose of all garbage, rubbish, and other waste from the Unit in a sanitary and safe manner only in containers approved or provided by RRHA [966.4(f)(7)].
- (8) To refrain Tenant, any member of Tenant's household, Guest or any Other Person Under Tenant's Control from littering or leaving trash and debris in common areas.
- (9) To abstain from operating cooking equipment including barbeques, grills, fire pits and the like on porches or balconies and never in the front yard. Used charcoal must never be unattended and must be completely extinguished before leaving equipment. Any such equipment must only be operated outside and at a safe distance from dwelling units.
- (10) To use only in reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators [966.4(f)(8)].
- (11) To refrain from, and to cause Tenant, any member of Tenant's household, Guest or any Other Person Under Tenant's Control, to refrain from destroying, defacing, damaging, or removing any part of Unit or Development [966.4 (f)(9)].
- (12) To take every reasonable precaution to prevent fires.
- (13) Not to install in the Unit other major electrical appliances, such as, air conditioners, freezers, extra refrigerators, washers, dryers, etc., without written approval of RRHA.
- (14) To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the Unit, Development buildings, facilities, or common areas caused by Tenant, any member of Tenant's household, Guest or any Other Person Under Tenant's Control [966.4(f)(10)].
- (15) To act and cause Tenant, any member of Tenant's household, Guest or any Other Person Under Tenant's Control to act in a manner that will:
  - (a) Not disturb other residents' peaceful enjoyment of their accommodations; and
  - (b) Be conducive to maintaining all RRHA developments in a decent, safe, and sanitary condition. [966.4 (f)(11)]
- (16) (a) To assure that no Tenant, member of Tenant's household or Guest engages in:
  - (i) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Premises by other residents or employees of RRHA, or;
  - (ii) Any drug-related criminal activity on or off the Premises.
  1. To assure that no Other Person Under Tenant's Control engages in:
    - (i) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Premises by other residents or employees of RRHA, or;
    - (ii) Any drug-related criminal activity on the Premises.
  2. To assure that no member of the household engages in abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the Premises by other residents.
  3. Drug related criminal activity means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug, or controlled substance as defined in the Controlled Substances Act [21 U.S.C. 802].

- (17) To make no alterations or repairs or redecorations to the interior of the Unit or to the equipment, nor to install additional equipment or major appliances without written consent of RRHA. To make no changes to locks or install new locks on exterior doors without RRHA's written approval. To use no nails, tacks, screws, brackets, or fasteners on any part of the Unit (a reasonable number of picture hangers accepted) without authorization by RRHA.
- (18) To abstain from use of wading pools, swimming pools, trampolines and swing sets. Such items are not allowed on the property.
- (19) To give prompt prior notice to RRHA, in accordance with paragraph 14, Notices and Notice Procedures, of Tenant's leaving Unit unoccupied for any period exceeding one (1) calendar week.
- (20) To act in a cooperative manner with neighbors and RRHA Staff. To refrain from and cause Tenant, any member of Tenant's household, Guest or any Other Person Under Tenant's Control to refrain from acting or speaking in an abusive or threatening manner toward neighbors and RRHA staff.
- (21) Not to display, use, or possess or allow Tenant, any member of Tenant's household, Guest or any Other Person Under Tenant's Control to display, use or possess any illegal firearms, (operable or inoperable) or other illegal weapons as defined by the laws and courts of the State of Virginia anywhere on the Premises or other property, developments or complexes owned or managed by RRHA.
- (22) To take reasonable precautions to prevent fires and to refrain from storing or keeping highly volatile or flammable materials upon the Premises.
- (23) To avoid obstructing sidewalks, areaways, galleries, passages, elevators, or stairs, and to avoid using these for purposes other than going in and out of the Unit.
- (24) To refrain from erecting or hanging radio or television antennas or satellite dishes on or from any part of the Unit, except in accordance with regulations set forth by RRHA with the written approval of RRHA.
- (25) To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received written permission from RRHA.
- (26) To refrain from, and cause Tenant, any member of Tenant's household, Guest or any Other Person Under Tenant's Control to refrain from keeping, maintaining, harboring, or boarding any animal of any nature in the Unit except in accordance with RRHA's pet policy, unless a verified disability warrants the possession of a service animal or companion animal.
- (27) To remove from RRHA property any vehicles without valid registration and inspection stickers. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by RRHA. Any inoperable or unlicensed vehicle as described above will be removed from RRHA property at Tenant's expense. Automobile repairs are not permitted on RRHA development or property.
- (28) To use reasonable care to keep his/her Unit in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. **TENANT SHALL NOTIFY RRHA PROMPTLY OF KNOWN NEED FOR REPAIRS TO HIS/HER UNIT**, and of known unsafe or unsanitary conditions in the Unit or in common areas and grounds of the Development. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs.
- (29) (a) Not to commit any fraud in connection with any Federal housing assistance program, and  
 (b) Not to receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of the Lease.
- (30) To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility company, and to avoid disconnection of utility service for such utilities.
- (31) For each adult in Tenant household to perform at least eight (8) hours per month of qualifying community service (as specified by RRHA) unless the requirement is waived due to age, disability, or the fact that an adult is excused from this requirement because he/she is working, attending an educational institution, or participating in some other qualified training program. **Tenants living at the Villages at Lincoln whose HOH are disabled but**

have adult family members over the age of 18 must participate in the required Community Service Requirement 8 hours per month.

- (32) Not to knowingly or intentionally violate school truancy laws by failing to take reasonable measures to encourage and promote school attendance by all school-aged members of Tenant's household.
- (33) Not to engage in child abuse or neglect within the meaning of Virginia Code Section 18.2-371.1.
- (34) Not to engage in family abuse as defined in Virginia Code Section 16.1-228.
- (35) Tenant is responsible for any personal belongings, which are damaged or destroyed by natural disaster or other circumstances which are beyond the control of RRHA. RRHA will not be liable for any damage or injury to the person or property of Tenant, Tenant, any member of Tenant's household, Guest or any Other Person Under Tenant's Control caused or contributed to directly or indirectly by or from any interruption of utilities, defects in structure, appliances, electrical wiring, plumbing, heating or by fire, smoke, water, wind, or acts of nature or other occurrences unless such injury, loss or damage is caused by the negligence of RRHA. RRHA will not be responsible for any accident, assault, burglary, vandalism or other crimes to Tenant, any member of Tenant's household, Guest or any Other Person Under Tenant's Control. All goods and chattels placed or stored in or about the Premises are at the risk of Tenant. RRHA strongly recommends that Tenant secure renter's insurance to protect against such loss, damage or injury.

#### 9. Abandonment of he Premises; Abandoned Property and Furnishings \_\_\_\_\_/\_\_\_\_\_

Tenant shall be presumed to have abandoned the Premises if Tenant is absent from the Premises for eight (8) consecutive days from date of discovery by RRHA of Tenant's absence, and Tenant has not notified RRHA in writing in advance of an intended absence as provided in this Lease. If the Premises is abandoned, this Lease shall be deemed terminated on the date RRHA determines abandonment to have occurred, and RRHA may re-lease the Premises.

If any items of personal property are left in the Premises, after this Lease has terminated and the Premises have been delivered to RRHA, or after RRHA deems that an abandonment of the Premises has occurred, RRHA may consider such property to be abandoned. RRHA shall issue a termination notice to the tenant in accordance with Va. Code Section 55-248.38:1, which includes a statement that any items of personal property left in the premises would be disposed of within the twenty-four (24) hour period after termination. Upon expiration of said 24 hour period, RRHA may dispose of the abandoned property as RRHA deems fit or appropriate. The tenant shall have the right to remove the Tenant's personal property from the premises at reasonable times during the twenty-four hour period after termination. During the twenty-four hour period and until the landlord disposes of the remaining personal property of the tenant, the landlord shall not have any liability for the risk of loss for such personal property. Any funds received by RRHA on disposition of the abandoned property shall be applied to pay any amounts due RRHA by Tenant, including the reasonable costs incurred by RRHA in selling, storing or safekeeping the property. RRHA shall treat any funds remaining after such application as security deposits are treated hereunder.

**RRHA RESERVES THE RIGHT TO SECURE THE DWELLING AND/OR REMOVE TENANT'S PERSONAL PROPERTY TO A STORAGE FACILITY UPON THE DEATH OR INCAPACITY OF A SOLE TENANT, UNTIL SUCH TIME AS A PROPERLY VERIFIED PERSONAL REPRESENTATIVE OR NEXT OF KIN EXECUTES THE PROPER RECEIPTS REQUIRED BY RRHA FOR TENANT'S PERSONAL PROPERTY.**

Such property shall be handled, stored and (if necessary) disposed of as provided above for abandoned property, and all storage costs incurred by RRHA shall be repaid by Tenant prior to the removal of the property.

Tenant agrees to supply RRHA with Emergency Contact Sheet, which designates an adult person as Tenant's agent to be responsible for removal of Tenant's personal property in the event of the death or incapacity of Tenant, or in the event that this Lease is terminated by RRHA and Tenant is otherwise unavailable. The Emergency Contact Sheet is attached hereto and incorporated herein by reference.

**10. Defects Hazardous to Life, Health or Safety** [966.4 (h)] \_\_\_\_\_/\_\_\_\_\_

In the event that the Unit is damaged to the extent that conditions are created that is hazardous to the life, health, or safety of the occupants:

**a. RRHA Responsibilities:**

- (1) RRHA shall be responsible for repair of the Unit within a reasonable period of time after receiving notice from Tenant, provided, if the damage was caused by Tenant, any member of Tenant's household, Guest or any Other Person Under Tenant's Control the reasonable cost of the repairs shall be charged to Tenant. [966.4 (h)(2)]
- (2) RRHA shall offer Tenant a replacement Unit, if available, if necessary repairs cannot be made within a reasonable time. RRHA is not required to offer Tenant a replacement Unit if Tenant, any member of Tenant's household, Guest or any Other Person Under Tenant's Control caused the hazardous condition. [966.4 (h)(3)]
- (3) In the event RRHA, as described above cannot make repairs, and alternative accommodations are unavailable, then Rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling. No abatement of Rent shall occur if Tenant rejects alternative accommodations or if Tenant, any member of Tenant's household, Guest or any Other Person under Tenant's Control caused the damage. [966.4 (h)(4)]
- (4) If RRHA determines that the Unit is un-tenantable because of imminent danger to the life, health, and safety of Tenant, and Tenant refuses alternative accommodations, this Lease shall be terminated, and any Rent paid will be refunded to Tenant less any deductions for Rent or any other charges owed by Tenant.

**b. Tenant Responsibilities:**

- (1) Tenant shall immediately notify the Site Manager of the damage and intent to abate Rent, when the damage is or becomes sufficiently severe that Tenant believes he/she is justified in abating Rent. [966.4 (h)(1)]
- (2) Tenant agrees to continue to pay full Rent, less the abated portion agreed upon by RRHA, during the time in which the defect remains uncorrected.
- (3) Tenant shall accept any replacement Unit offered by RRHA.
- (4) Tenant agrees to immediately notify the RRHA of any damages to the premises causing a hazard to life, health, or safety. The Tenant agrees to notify RRHA of damages to the Tenant's apartment and of unsafe conditions in the common areas and grounds of the apartment community.
  - (a) Tenant will immediately notify RRHA of any smoke detector malfunction.
  - (b) Tenant agrees to properly maintain the unit to prevent mold and mildew. Tenant acknowledges that it is necessary for Tenant to keep the Unit clean, and take other measures to retard and prevent mold and mildew from accumulating in the Unit. Tenant agrees to clean and dust the Unit on a regular basis and to remove visible moisture accumulation on windows, walls and other surfaces as soon as reasonably possible. Tenant agrees not to block or cover any of the ventilation or air-conditioning ducts in the Units. Tenant also agrees to report immediately to RRHA:
    - (i) Any evidence of water leak or excessive moisture in the Unit as well as in any storage room, or other common area;
    - (ii) Any evidence of mold or mildew like growth that cannot be removed by simply applying a common household cleaner and wiping the area;
    - (iii) Any failure or malfunction in the ventilation or air-conditioning system in the Unit; and
    - (iv) Any inoperable windows or doors.
  - (c) Tenant further agrees that Tenant shall be responsible for damage to the Unit and RRHA property as well as personal injury to Tenant and member of Tenant's household directly resulting from Tenant's failure to comply with these terms.
  - (d) The tenant agrees not to block any window, door, or electrical breaker box.
  - (e) Tenant agrees not to create tripping hazards from the installation of cable, telephone or computer wires.

- (e) Tenant agrees to pay for fire damage to the Unit or RRHA property caused by any fire, which the Roanoke City Fire Department determines in its official reports, was due to the negligence or fault of the Tenant, any member of Tenant's household, Guest or any Other Person Under Tenant's Control.

### **11. Move-in and Move-out Inspections \_\_\_\_\_/\_\_\_\_\_**

- a. Move-in Inspection: RRHA and Tenant or representative shall inspect the Unit prior to occupancy by Tenant. RRHA will give Tenant a written statement of the condition of the Unit, both inside and outside, and note any equipment provided with the Unit. The statement shall be signed by RRHA and Tenant and a copy of the statement retained in Tenant's folder. RRHA will correct any deficiencies noted on the inspection report, at no charge to Tenant. [966.4 (i)]
- b. Move-out Inspection: RRHA will inspect the Unit at the time Tenant vacates and give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and/or representative may join in such inspection, unless Tenant vacates without notice to RRHA. [966.4 (i)]

### **12. Entry of Premises During Tenancy \_\_\_\_\_/\_\_\_\_\_**

#### **a. Tenant Responsibilities—**

- (1) Tenant agrees that the duly authorized agent, employee, or contractor of RRHA will be permitted to enter Tenant's dwelling during reasonable hours (8:30 A.M. to 5:00 P.M.) for the purpose of performing routine maintenance, making improvements or repairs, inspecting the Unit, or showing the Unit for re-leasing. [966.4 (j)(1)]
- (2) When Tenant calls to request maintenance on the Unit, RRHA shall attempt to provide such maintenance at a time convenient to Tenant. If Tenant is absent from the Unit when RRHA comes to perform maintenance, Tenant's request for maintenance shall constitute permission to enter.

#### **b. RRHA's Responsibilities—**

- (1) RRHA shall give Tenant at least 48 hours written notice that RRHA intends to enter the Unit. RRHA may enter only at reasonable times. [966.4 (j)(1)]
- (2) RRHA may enter Tenant's Unit at any time without advance notification when there is reasonable cause to believe that an emergency exists. [966.4 (j)(2)]
- (3) If Tenant and all adult members of the household are absent from the Unit at the time of entry, RRHA shall leave in the Unit a written statement specifying the date, time and purpose of entry prior to leaving the Unit. [966.4 (j)(3)]

### **13. Termination of Tenancy and Eviction \_\_\_\_\_/\_\_\_\_\_**

#### **a. HUD requires RRHA to terminate the lease if:**

- (1) A Tenant or any member of Tenant's household fails to submit required documentation within the required timeframe concerning any family member's citizenship or immigration status;
- (2) A Tenant or any member of Tenant's household submits evidence of citizenship and eligible immigration status in a timely manner, but United States Citizenship and Immigration Services (USCIS) primary and secondary verification does not verify eligible immigration status of the family, resulting in no eligible family members; or
- (3) A member of Tenant's household, as determined by RRHA has knowingly permitted another individual who is not eligible for assistance to reside (on a permanent basis) in the unit;
- (4) For (3), such termination must be for a period of at least 24 months. This does not apply to ineligible noncitizens already in the household where the family's assistance has been prorated;
- (5) A Tenant or any member of Tenant's household fails to provide the documentation or certification required for any family member who obtains a social security number, joins the family, or reaches six (6) years of age;
- (6) Failure by Tenant to accept RRHA's offer of a lease revision to an existing lease with written notice of the offer to Tenant of the revision at least sixty (60) calendar days before

- the lease revision is scheduled to take effect and when the offer specifies a reasonable time limit within that period for acceptance by the Tenant;
- (7) A Tenant or any member of Tenant's household has ever been convicted of the manufacture or production of methamphetamine on the premises of federally-assisted housing; and
  - (8) Failure of an adult family member to comply with Community Service and Economic Self-Sufficiency requirements. NOTE that this is grounds only for non-renewal of the lease and termination of tenancy at the end of the twelve-month lease term.
- b. RRHA may terminate or refuse to renew this Lease only for serious or repeated violations of material terms of this Lease such as the following:
- (1) Failure to make payments due under this Lease;
  - (2) Repeated late payment, which shall be defined as failure to pay the amount of Rent or other charges due by the fifth (5<sup>th</sup>) of the month. Four such late payments within a twelve (12) month period shall constitute a repeated late payment;
  - (3) Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities;
  - (4) Failure to fulfill other obligations of Tenant as set forth in this Lease; or
  - (5) For other good cause.
- c. Other good cause includes, but is not limited to, the following:
- (1) Criminal activity or alcohol abuse (see paragraph D below);
  - (2) **If Tenant or any member of the Tenant's household becomes subject to a registration requirement under a state sex offender program;**
  - (3) Discovery after admission of facts that made Tenant ineligible for residency;
  - (4) Discovery of material false statements or fraud by Tenant in connection with an application for assistance or with reexamination of income;
  - (5) Failure of a nonexempt family member residing in a HOPE VI Development (Villages at Lincoln) to comply with Community Service requirements;
  - (6) Failure to supply, in a timely fashion, any certification, release, information, or documentation on household income or composition needed to process annual reexaminations or interim redeterminations with respect to rent, eligibility, or the appropriateness of dwelling size;
  - (7) Failure to transfer to an appropriate size dwelling unit based on family composition, upon appropriate notice by RRHA that such a dwelling unit is available;
  - (8) Failure to permit access to the unit by RRHA after proper advance notification for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the dwelling unit for re-leasing, or without advance notice if there is reasonable cause to believe that an emergency exists;
  - (9) Failure to inform RRHA of the birth, adoption or court-awarded custody of a child within ten (10) business days of the event;
  - (10) Failure to abide by the provisions of RRHA pet policy;
  - (11) Tenant has breached the terms of a repayment agreement entered into with RRHA;
  - (12) Tenant or a member of the Tenant's household has violated federal, state, or local law that imposes obligations in connection with the occupancy or use of the premises;
  - (13) Tenant or a member of the Tenant's household has engaged in or threatened violent or abusive behavior toward RRHA personnel.
  - (14) Tenant or a member of the Tenant's household has purposely disengaged the unit's smoke detector. Only one warning will be given. A second incident will result in lease termination.
- d. Termination of tenancy for criminal activity or alcohol abuse.
- (1) Evicting Drug Criminals.
    - (a) Methamphetamine Conviction. RRHA shall immediately terminate the tenancy if RRHA determines that Tenant or any member of Tenant's household has ever been convicted of drug-related criminal activity for manufacture of methamphetamine on the premises of any federally assisted housing.
    - (b) Drug crime on or off the Premises. Drug related criminal activity engaged in on or off the Premises by any Tenant, any member of Tenant's household or Guest, and any such activity engaged in on the Premises by any Other Person Under Tenant's Control is grounds for RRHA to terminate tenancy. In addition, RRHA may evict a Tenant and

every member of Tenant's household when RRHA determines that a household member is illegally using a drug or when RRHA determines that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the Premises by other residents.

- (2) Evicting Other Criminals.
  - (a) Threat to other residents. RRHA shall immediately terminate the tenancy for any criminal activity by Tenant, any member of Tenant's household, Guest, or any Other Person Under Tenant's Control that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the Premises by other residents, including employees of RRHA, except that:
    - (i.) Criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of the Tenant's household or any guest or other person under the Tenant's control, shall not be cause for termination of the tenancy or occupancy rights, if the Tenant or immediate member of the Tenant's family is a victim of that domestic violence, dating violence, or stalking.
      1. Notwithstanding subparagraph 13.c.(2)(a.), RRHA may bifurcate (divide) the Lease in order to evict, remove, or terminate assistance to any individual who is a Tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a Tenant or lawful occupant.
    - (ii.) Nothing in subparagraph 13.c.(2)(a.) may be construed to limit RRHA's authority, when notified, to honor court orders addressing rights of access to or control of the Leased Premises, including civil protection orders issued to protect the victim and issued to address the distribution or possession of property amount the household members in cases where a family breaks up.
    - (iii.) Nothing in subparagraph 13.c.(2)(a.) limits any otherwise available authority of RRHA to evict the Tenant for any violation of the Lease not premised on the act or acts of violence in question against the Tenant or a member of the Tenant's household, provide that RRHA does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other tenants in determination whether to evict or terminate.
    - (iv.) Nothing in subparagraph 13.c.(2)(a.) may be construed to limit RRHA to terminate the tenancy of any Tenant if RRHA can demonstrate an actual and imminent threat to other tenants, to RRHA employees, or to those providing services to the Premises if the Tenant's tenancy is not terminate.
  - (b) Fugitive felon or parole violator. RRHA may terminate the tenancy if Tenant or a member of Tenant's household, is fleeing to avoid prosecution, custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, (or in the case of the State of New Jersey, is a high misdemeanor), or violating a condition of probation or parole imposed under Federal or State law.
  - (c) RRHA may terminate the tenancy if Tenant, any member of Tenant's household, Guest or any Other Person Under Tenant's Control engages in child abuse or neglect within the meaning of Virginia Code Section 18.2-371.1.
  - (d) RRHA may terminate the tenancy if Tenant, any member of Tenant's household, Guest or any Other Person Under Tenant's Control engages in family abuse within the meaning of Virginia Code Section 16.1-228.
- (3) Eviction for Criminal Activity.
  - (a) Evidence. RRHA will evict Tenant for criminal activity if a preponderance of the evidence indicates that Tenant, any member of Tenant's household, Guest or any Other Person Under Tenant's Control has engaged in the criminal activity, REGARDLESS of whether an arrest or conviction has been made for such activity and without satisfying the standard of proof used for a criminal conviction.
  - (b) Notice to Post Office. When RRHA evicts a Tenant or a member of the Tenant's household for criminal activity, RRHA must notify the local post office serving the

Premises that the Tenant or a member of the Tenant's household is no longer residing on the Premises.

- (4) Evicting Alcohol Abusers. RRHA may terminate the tenancy if RRHA determines that a Tenant or a member of Tenant's household has:
  - (a) Engaged in abuse or pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the Premises by other residents; or
  - (b) Furnished false or misleading information concerning illegal drug use, alcohol abuse, or rehabilitation of illegal drug users or alcohol abusers.
- e. Exclusion of Household Member. RRHA may require Tenant to exclude a household member in order to continue to reside on the Premises, where that household member has participated in or been culpable for action or failure to act that warrants termination.
- f. RRHA's Consideration of Decisions to Terminate Tenancy
  - (1) Consideration of Circumstances. RRHA may consider all circumstances relevant to a particular case such as the seriousness of the offending action, the extent of participation by Tenant in the offending action, the effects that the eviction would have on family members not involved in the offending activity and the extent to which Tenant has shown personal responsibility and has taken all reasonable steps to prevent or mitigate the offending action.
  - (2) Consideration of Rehabilitation. In determining whether to terminate tenancy for illegal drug use or a pattern of illegal drug use by a household member who is no longer engaging in such use, or for abuse or a pattern of abuse of alcohol by a household member who is no longer engaging in such abuse, RRHA may consider whether such household member is participating in or has successfully completed a supervised drug or alcohol rehabilitation program, or has otherwise been rehabilitated successfully. For this purpose, RRHA may require Tenant to submit evidence of the household member's current participation in or successful completion of, a supervised drug or alcohol rehabilitation program or evidence of otherwise having been rehabilitated successfully.
- g. Tenant's Termination of Tenancy. Tenant agrees to provide RRHA at least thirty (30) calendar days' advance written notice of their intent to vacate the Premises and terminate this Lease. Upon termination of this Lease, Tenant agrees that the Unit shall not be considered "vacated" for rental charge purposes until such time as the keys are returned and RRHA accepts the Unit. Tenant agrees that RRHA will promptly remove any personal property left on the Premises or the Development when Tenant abandons or surrenders the Premises. If the Tenant fails to notify RRHA that s/he has vacated the premises and does not turn in keys, the Tenant will continue to be held responsible for the dwelling unit and will be charged rent through the date RRHA obtains possession of the premises.

#### 14. Notices And Notice Procedures \_\_\_\_\_/\_\_\_\_\_

- a. RRHA shall notify Tenant of the specific grounds for any proposed adverse action by RRHA. (Such adverse action may include but is not limited to lease termination, transfer of Tenant to another Unit, or imposition of late charges or charges for maintenance and repair or for excess consumption of utilities.)
- b. When RRHA must afford Tenant the opportunity for a hearing under RRHA's Grievance Procedure for a grievance concerning a proposed adverse action, the notice of proposed adverse action shall inform Tenant of the right to request such hearing. In the case of a lease termination, a notice of lease termination sent in accordance with this Lease shall constitute adequate notice of the proposed adverse action. In the case of a proposed adverse action other than a lease termination, RRHA shall not take the proposed action until the time for Tenant to request a Grievance hearing has expired and, if a hearing was timely requested by Tenant, the Grievance process has been completed.
- c. Notices given by RRHA to Tenant shall be in writing and shall be either (i) delivered to Tenant or to an adult member of Tenant's household residing in the Premises or (ii) sent by prepaid first-class mail properly addressed or, at RRHA's option, by certified or registered mail, return receipt requested. Any first-class mailing so addressed and not returned to RRHA shall be deemed received by Tenant.
- d. Notices given by Tenant to RRHA shall be in writing and shall be either (i) delivered to the Management Office of the Development or the central office of RRHA or (ii) sent by prepaid first-class mail addressed to RRHA at 2624 Salem Turnpike, N.W., Roanoke, Virginia 24017.

- e. If Tenant is visually impaired, all notices from RRHA to Tenant shall be in a format accessible to Tenant.
- f. **NOTICE OF LEASE TERMINATION.** RRHA shall give Tenant Written Notice of Lease Termination. The notice of lease termination/demand for possession shall state specific grounds for termination, and shall inform Tenant of Tenant's right to make such reply as Tenant may wish. These notices may be combined into one document. When RRHA is required to afford Tenant the opportunity for a Grievance hearing, the notice shall also inform Tenant of Tenant's right to request a hearing in accordance with RRHA's Grievance Procedure. RRHA shall provide Tenant a reasonable opportunity to examine, at Tenant's written request, before a Grievance hearing or judicial proceeding concerning a termination of tenancy or eviction, any documents, including records and regulations, which are in the possession of RRHA, and which are directly relevant to the termination of tenancy or eviction. Tenant shall be provided a copy of any such document at Tenant's expense.
  - (1) The length of the notice shall be as follows:
    - (a) Fourteen (14) days in the case of failure to pay Rent;
    - (b) A reasonable period of time considering the seriousness of the situation (but not to exceed 30 days), if:
      - (i) the health or safety of other tenants, RRHA's employees, or persons residing in the immediate vicinity of the Premises is threatened; or
      - (ii) any member of the household has engaged in any criminal activity; or
      - (iii) any member of the household has been convicted of a felony; or
      - (iv) Thirty (30) days in any other case.
    - (c) Thirty (30) calendar days in any other case, except that if a state or local law allows a shorter notice period, such shorter period shall apply.
  - (2) Lease Termination Where Grievance Procedure Not Required. When RRHA is not required to afford Tenant the opportunity for a hearing under RRHA's Grievance Procedure, the notice of lease termination shall:
    - (a) State that Tenant is not entitled to a Grievance hearing on the termination.
    - (b) Specify the judicial eviction procedure to be used by RRHA for eviction of Tenant, and state that the U.S. Department of Housing and Urban Development has determined that this eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in U.S. Department of Housing and Urban Development regulations.
    - (c) State whether the eviction is for any activity that may threaten the health, safety, or right to peaceful enjoyment of the Premises by other tenants or employees of RRHA or any criminal activity or drug-related criminal activity on or off such Premises.
- g. Tenant Responsibility-- Any notice to RRHA must be in writing, delivered to the Site Manager's Office or to RRHA's central office, or sent by prepaid first-class mail, properly addressed. [966.4 (k)(1)(ii)]
- h. RRHA Responsibility -- Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the Unit, or sent by first-class mail addressed to Tenant. [966.4 (k)(1)(i)]
- i. Unopened, canceled, first class mail returned by the Post Office shall be sufficient evidence that notice was given.
- j. If Tenant is visually impaired, all notices must be in an accessible format. [966.4 (k)(2)]

**15. Eviction Only By Court Action:** RRHA may evict Tenant from the Unit only by complying with eviction procedures established by Virginia law. \_\_\_\_\_/\_\_\_\_\_

**16. Waiver:** No delay or failure by RRHA in exercising any right under this Lease agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein. \_\_\_\_\_/\_\_\_\_\_

**17. Housekeeping Standards:** In an effort to improve the livability and conditions of the apartments owned and managed by RRHA, uniform standards for resident housekeeping have been developed for all tenant families. \_\_\_\_\_/\_\_\_\_\_

- a. RRHA Responsibility: The standards that follow will be applied fairly and uniformly to all Tenants. RRHA will inspect each Unit at least annually, to determine compliance with the

standards. Upon completion of an inspection RRHA will notify Tenant in writing if he/she fails to comply with the standards. Tenants whose housekeeping habits pose a non-emergency health or safety risk, encourage insect or rodent infestation, or cause damage to the unit are in violation of the lease. RRHA will provide proper notice to Tenant of lease violation or the specific correction(s) required. A re-inspection will be conducted within thirty (30) days to confirm that the resident has complied with the requirement to abate the problem. Failure to abate the problem or allow for a re-inspection is considered a violation of the lease and shall result in termination of tenancy in accordance with the Admissions and Continued Occupancy Policy.

- b. Tenant responsibility: Tenant is required to abide by the standards Housekeeping Standards attached. **Failure to abide by the Housekeeping Standards that result in the creation or maintenance of a threat to health or safety is a violation of the Lease terms and can result in eviction.**

**Housekeeping Standards: Inside the Apartment \_\_\_\_\_/\_\_\_\_\_**

**General--**

- (1) Walls: should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- (2) Floors: should be clean, clear, dry and free of hazards.
- (3) Ceilings: should be clean and free of cobwebs.
- (4) Windows: should be clean and not nailed shut. Shades or blinds should be intact.
- (5) Woodwork: should be clean, free of dust, gouges, or scratches.
- (6) Doors: should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
- (7) Heating Units: should be dusted and access uncluttered.
- (8) Trash: shall be disposed of properly and not left in the Unit.
- (9) Entire Unit should be free of rodent or insect infestation.

**Kitchen--**

- (1) Stove: should be clean and free of food and grease.
- (2) Refrigerator: should be clean. Freezer door should close properly and freezer have no more than one inch of ice.
- (3) Cabinets: should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
- (4) Exhaust Fan: should be free of grease and dust.
- (5) Sink: should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
- (6) Food storage areas: should be neat and clean without spilled food.
- (7) Trash/garbage: should be stored in a covered container until removed to the disposal area.

**Bathroom--**

- (1) Toilet and tank: should be clean and odor free.
- (2) Tub and shower: should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.
- (3) Lavatory: should be clean
- (4) Exhaust fans: should be free of dust.
- (5) Floor: should be clean and dry.

**Storage Areas--**

- (1) Linen closet: should be neat and clean.
- (2) Other closets: should be neat and clean. No highly volatile or flammable materials should be stored in the Unit.
- (3) Other storage areas: should be clean, neat and free of hazards.

**Housekeeping Standards: Outside the Apartment**

The following standards apply to family Developments and scattered sites only; some standards apply only when the area noted is for the exclusive use of Tenant:

- (1) Yards: should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.
- (2) Porches (front and rear): should be clean and free of hazards. Any items stored on the porch shall not impede access to the Unit.

