

**NHA COMMUNITIES LLC
SANDY OAKS & PARKCREST
TENANT SELECTION
AND OCCUPANCY PLAN**



**EQUAL HOUSING
OPPORTUNITY**

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1. INTRODUCTION

1.1. Mission Statement

Our goal is to provide drug free, decent, safe, and sanitary housing for eligible families and to provide opportunities and promote self-sufficiency and economic independence for residents.

In order to achieve this mission, we will:

- ☞ Recognize residents as our ultimate customer;
- ☞ Improve management and service delivery efforts through effective and efficient management of staff;
- ☞ Seek problem-solving partnerships with residents, community, and government leadership;
- ☞ Apply resources, to the effective and efficient management and operation of managed properties, taking into account available funding.

1.2. Purpose Of This Tenant Selection And Occupancy Policy

The purpose of this document is to establish policies and guidelines for the staff to follow for items that are not covered under Federal or State regulation applying to the managed properties and to help clarify those regulations.

The document covers both admission to and continued occupancy of all Nacogdoches Housing Authority previous public housing units converted to project based voucher funding under the HUD rental assistance demonstration (RAD).

The Executive Director of the Housing Authority of the City of Nacogdoches must approve changes to this policy.

1.3. Primary Responsibilities Of The NHA Communities LLC As Owner

- A. Informing eligible families of the availability of vacant units;
- B. Receiving applications from families and determining their suitability for housing;
- C. Inspecting rental units to determine continued upkeep and modernization needs;
- D. Approving leases;
- E. Collecting rent and other charges on a monthly basis from residents;
- F. Authorizing and processing evictions; and,
- G. Ongoing maintenance and modernization of the rental inventory.

1.4. Objectives

The objectives of this policy are to:

- A. Promote the overall goal of drug free, decent, safe and sanitary housing by:
 - a. Insuring a social and economic mix of residents within each residential neighborhood in order to foster social stability and upward mobility.
 - b. Insuring the fiscal stability of the properties managed.
 - c. Lawfully denying admission or continued occupancy to applicants or tenants whose presence in a residential neighborhood are likely to adversely affect the health, safety, comfort or welfare of other residents or the physical environment of the neighborhood or create a danger to management or maintenance employees.
 - d. Insuring that Elderly / Disabled families can become and remain tenants as long as

they are able to live independently and/or have someone to help them live independently as in the case of a live-in aid.

- B. Facilitate the efficient and effective management of the properties and compliance with Federal and State Regulations.
- C. Comply in letter and spirit with Title VI of the Civil Rights Act of 1964, and all other applicable Federal laws and regulations to insure that admission to and continued occupancy are conducted without regard to race, color, religion, creed, sex, national origin, handicap, or familial status.

1.5. Rules And Regulations

All issues not addressed in this document related to residents and applicants are governed by Federal and State regulations, and any Housing Assistance Payment contracts with the Nacogdoches Housing Authority or other applicable law.

2. FAIR HOUSING AND EQUAL OPPORTUNITY

2.1. Nondiscrimination and Affirmatively Furthering Fair Housing

It is the policy of NHA Communities LLC (NHAC) to comply fully with all Federal, State, and local nondiscrimination laws and in accordance with the rules and regulations governing Fair Housing and Equal Opportunity in housing and employment **and marketing to members of protected classes who are “least likely to apply”**.

The NHAC shall not on account of race, color, sex, religion, creed, national or ethnic origin, age, family or marital status, handicap, disability, or actual or perceived sexual orientation, or gender identity, deny any family or individual the opportunity to apply for (when application intake is open) or receive assistance under HUD’s Project Based Voucher Program, within the requirements of the HUD regulations.

2.2. Applicable Federal Laws and Regulations

Federal laws require rental property managers to treat all applicants and residents equally, providing the same quality of service, regardless of family characteristics and background. The NHAC will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including:

- A. Title VI of the Civil Rights Act of 1964
- B. Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)
- C. Executive Order 11063
- D. Section 504 of the Rehabilitation Act of 1973
- E. The Age Discrimination Act of 1975
- F. Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)
- G. Violence Against Women Reauthorization Act of 2013 (VAWA)
- H. “Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity” 24 CFR 5.105(a)(2))

When more than one civil rights law applies to a situation, the laws will be read and applied together. NHAC will honor and comply with any applicable state laws or local ordinances and any legislation protecting individual rights of tenants, applicants, or staff that may subsequently

be enacted

2.3. Equitable Treatment

The NHAC will not use membership in any protected class to:

- A. Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to be housed.
- B. Provide housing that is different from that provided to others except when needed to provide a person with disabilities special services to achieve equal access to programs.
- C. Subject anyone to segregation or disparate treatment
- D. Restrict anyone's access to any benefit enjoyed by others in connection with the housing.
- E. Treat a person differently in determining eligibility or other requirements for admission.
- F. Steer an applicant or participant toward or away from a particular area based any of these factors
- G. Deny anyone access to the same level of services
- H. Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program
- I. Discriminate in the provision of residential real estate transactions
- J. Discriminate against someone because they are related to or associated with a member of a protected class
- K. Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class.

2.4. Providing Information to Families

- A. The NHAC will ensure that families are fully aware of all applicable civil rights laws. As part of the leasing process, the NHAC will provide information to applicant families about civil rights requirements.
- B. There shall be maintained in the NHAC's office waiting room a bulletin board, which will accommodate the following posted materials:
 - a. "NHA COMMUNITIES LLC TENANT SELECTION AND OCCUPANCY PLAN"
 - b. Open Occupancy Notice (Applications being Accepted and/or Not Accepted)
 - c. Directory of Housing Communities including names, address of project offices, number of units by bedroom size, number of units specifically designed for the elderly, handicapped, and office hours of all facilities.
 - d. Income Limits for Admission.
 - e. Hearing Procedure.
 - f. Fair Housing Poster.
 - g. "Equal Opportunity in Employment" Poster.
 - h. Any current "Tenant Notices".
 - i. Security Deposit Charges.

2.5. Discrimination Complaints

- A. If an applicant or participant believes that any family member has been discriminated against by NHAC, the family should advise NHAC.
- B. NHAC will make every reasonable attempt to determine whether the applicant's or

participant's assertions have merit and take any warranted corrective action.

- C. In addition, the NHAC will provide information to applicants and participants regarding housing discrimination complaints in the family leasing session and program packets.
- D. All applicable Fair Housing Information and Discrimination Complaint Forms will be made available to applicants and participants, including form HUD-903 or form HUD-903A.

2.6. Reasonable Accommodations for People with Disabilities

- A. The NHAC, believes it has an obligation to provide "reasonable accommodations" to applicants and participants if they or any family members have a disability.
- B. An applicant or participant with a disability may request information or an accommodation by contacting the NHA Communities LLC at 715 Summit St., Nacogdoches, TX 75961 or by telephone by calling 936-569-1131 or TDD/TYY for hearing impaired (800) 735-2989.
- C. A reasonable accommodation is a modification or change NHAC can make to its offices, methods or procedures to assist an otherwise eligible applicant or participant with a disability to take full advantage of and use NHAC programs.
- D. An accommodation is not reasonable if it: 24 CFR 8.21(b) and 24 CFR 8.24(a)(2).
 - a. Causes an undue financial and administrative burden; or
 - b. Represents a fundamental alteration in the nature of NHAC's program.Subject to the undue burdens and fundamental alterations tests, NHAC will correct physical situations in its housing units, offices or procedures that create a barrier to equal housing opportunity for all.
- E. To permit people with disabilities to take full advantage of the NHAC's housing program and non-housing programs, in accordance with Section 504 and the Fair Housing Amendments Act of 1988, NHAC shall comply with all requirements and prohibitions in applicable law
- F. Facilities and programs used by applicants and participants shall be accessible to persons in wheelchairs, persons with sensory impairments and other persons with disabilities. Application and administrative offices, hearing rooms, etc. will be usable by residents with a full range of disabilities.
- G. Documents and procedures used by applicants and residents will be accessible for those with vision, hearing or other sensory impairments. Also, all documents will be written simply and clearly to enable applicants with learning or cognitive disabilities to understand as much as possible.
- H. Examples of reasonable accommodations include, but are not limited to:
 - a. Making alterations to a NHAC's office or administrative facility to make it fully accessible so it could be used by a family member with a wheelchair;
 - b. Permitting applications to be completed by mail;
 - c. Conducting home visits instead of requiring applicants and participants to come to NHAC's offices;
 - d. Permitting an authorized designee or advocate to participate in the application process and any other meetings with NHAC staff;
 - e. Displaying posters and other housing information in locations throughout NHAC's office in such a manner as to be easily readable from a wheelchair ;
 - f. Permitting a participant to move from an apartment that cannot be made accessible

- to an apartment that is or can be made accessible, even when most moves are not permitted;
- g. Widening the door of a community room or public restroom so a person in a wheelchair may use the facility;
 - h. Making sure that NHAC processes are understandable to applicants and residents with sensory or cognitive impairments.
 - a) Making large type documents, Braille documents, cassettes or a reader available to an applicant or resident with a vision impairment during interviews or meetings with NHAC staff;
 - b) Making a sign language interpreter available to an applicant with a hearing impairment during interviews or meetings with NHAC staff;
 - c) Permitting an applicant or resident to be accompanied or represented by a family member, friend or advocate at all meetings and interviews with NHAC if the individual desires such representation;
 - d) Permitting an outside agency or individual to assist an applicant with a disability to meet the NHAC's applicant screening criteria.
 - I. An applicant family that has a member with a disability must still be able to meet essential obligations of tenancy. They must be able:
 - a) to pay rent and other charges (e.g. utility bills) as required by the lease in a timely manner;
 - b) to care for and avoid damaging the apartment and common areas;
 - c) to use facilities and equipment in a reasonable way;
 - d) to create no health, or safety hazards, and to report maintenance needs;
 - e) not to interfere with the rights and peaceful enjoyment of others, and to avoid damaging the property of others;
 - f) not to engage in prohibited criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or staff; and not to engage in drug-related criminal activity; and
 - g) to comply with necessary and reasonable rules and program requirements of HUD, NHAC, and the Nacogdoches Housing Authority.
 - h) but there is no requirement that they be able to do these things without assistance.
 - J. If an applicant or resident family member needs assistance with one of the essential obligations of tenancy, NHAC will, as a reasonable accommodation, make a referral to an individual or agency that can provide such assistance.
 - K. If an applicant or resident receives a referral to an agency or individual who can assist the applicant or resident with complying with the essential obligations of tenancy, the applicant or resident is not obligated to accept the service, but if refusing service results in a lease violation, the NHAC may terminate the lease and Nacogdoches Housing Authority may terminate assistance.
 - L. An applicant or resident family with a member who has a disability and needs or wants a reasonable accommodation may request it at any time.
 - M. If an applicant or resident would prefer not to discuss the situation with the NHAC, that is his/her right.

2.7. Providing Information in Languages other than English for persons with Limited English Proficiency

- A. For persons with Limited English Proficiency (LEP), language can be a barrier to

accessing important benefits or services, understanding and exercising important rights, complying with applicable responsibilities, or understanding other information provided by the housing program.

- B.** In certain circumstances, failure to ensure that LEP persons can effectively participate in or benefit from federally-assisted programs and activities may violate the prohibition under Title VI against discrimination on the basis of national origin.
- C.** The NHAC will take affirmative steps to communicate with people who need services or information in a language other than English. These persons will be referred to as Persons with Limited English Proficiency (LEP).
- D.** Applicants and residents with low English comprehension may furnish an interpreter to assist in communication with NHAC. When an applicant or resident needs interpretation services and a staff member of the NHAC staff speaks the language needed, the staff member will provide translation services.

3. APPLYING FOR ADMISSION

3.1. General Policy

Because all the rental units managed by NHAC under this plan are associated with the RAD project based voucher program, the application process is conducted per the Nacogdoches Housing Authority administrative plan for the housing choice voucher program.

3.2. Vacancy Notification To The Housing Authority

As soon as possible when a vacancy is anticipated the Property Manager will notify the Nacogdoches Housing Authority who will follow their procedures for contacting applicants and determining program eligibility. Applicants determined program eligible will be referred to the Property Manager for suitability screening.

3.3. Eligibility For Admission

To be eligible for admission, an applicant must meet HUD's criteria for eligibility determination, as well as any additional criteria established by the Nacogdoches Housing Authority.

4. SCREENING OF APPLICANTS

All applicant families will be evaluated to determine whether their habits and practices reasonably may be expected to have a detrimental effect on the other residents or the public housing community environment.

These same standards will be used for evaluating a person who will be joining a family already in occupancy. The NHAC will determine that the person meets these standards prior to adding the person's name to the family's lease.

In order to ensure accurate screening, all adult family members must provide an unexpired government issued photo identification.

In an effort to prevent future drug-related and other criminal activity as well as other patterns of behavior that pose a threat to the health, safety or right to peaceful enjoyment of the premises by other residents or employees, the NHAC will endeavor to screen applicants as thoroughly and fairly as possible.

Such screening will apply to all members of the household who are 18 years of age or older.

Procedure:

A request for criminal-records check will be made through PublicData.com.

The family members' names will be checked against the state list of registered sex offenders.

A landlord referral form will be sent to the applicant's current and, if applicable, most recent past landlord.

A home visit will be conducted for those applicants that have no landlords or whose landlords do not return the referral form.

4.1. The Property Manager May Deny Families With Members Who:

- A.** as an adult family member during any previous tenancy from which a debt occurred, have not paid that outstanding debt owed the NHAC.
- B.** have previously been evicted or have had or is having a lease terminated or refused renewal for serious or repeated violations of the lease.
- C.** did not provide information required within the time frame specified during the application process.
- D.** have a history of drug-related criminal activity or violent criminal activity. (The NHAC may deny assistance if the preponderance of evidence indicates that a family member has engaged in drug-related or violent criminal activity, regardless of whether the family member has been arrested or convicted.) An arrest that is not backed up by additional data on criminal activity will not be used to disqualify applicants.
- E.** are subject to a lifetime registration requirement under a state sex offender registration program.
- F.** have a history of not meeting financial obligations, especially rent.
- G.** have a record of disturbance of neighbors, destruction of property, or living or housekeeping habits that may adversely affect the health, safety or welfare of the other residents.
- H.** have a history of criminal activity involving crimes of physical violence to persons or property and other criminal activity that may adversely affect the health, safety or welfare of other residents. An arrest that is not backed up by additional data on criminal activity will not be used to disqualify applicants.
- I.** during the interview process, demonstrates hostile behavior that indicates that the prospective applicant may be a threat to our residents.
- J.** have not properly completed all application requirements.
- K.** were adult former Public Housing or Section 8 participants who vacated the unit in violation of the lease.
- L.** are illegally using a controlled substance or abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- M.** have been convicted of manufacturing or producing methamphetamine (commonly referred to as "speed")

Note: The above list is not intended to be all-inclusive. Applicants may be denied admission if the NHAC has reason to believe that the conduct of the applicant has been such as would be likely to interfere with other tenants in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety, or welfare or to affect adversely the physical environment or the financial stability of the property if the applicant were admitted.

A handicapped applicant who does not meet the screening criteria will not be denied participation if they can meet the criteria through “reasonable accommodation”.

4.2. Terms Of Denial Of Admission

As a general rule applicants may be denied admission for the following time frames, which shall begin on the date of the NHA personal declaration, unless otherwise provided for herein below:

A. Denied admission for one (1) year for the following:

- Past rental record
- Bad rent paying habits
- Bad housekeeping habits, in and outside the unit
- Damages to dwelling units
- Disturbances
- Unauthorized residents
- Demonstrates hostile behavior during the interview process that indicates that the applicant may be a threat to our residents.

B. Denied admission for five (5) years for the following:

- A criminal conviction or repeated record of criminal activity that indicates that the applicant may be a threat and/or negative influence on other residents. For a repeated record of criminal activity, the five years shall begin on the date of the last recorded act. For convictions, the five years shall begin on the date of completion of sentence and/or probation period.
- Giving intentionally false information on the application.
- Illegal drug use. The NHAC may waive this requirement if: the person demonstrates to the Property Manager’s satisfaction successful completion of a rehabilitation program.

C. Denied admission for ten (10) years for the following:

- Conviction for Drug Trafficking.

D. Denied admission for life to any household that includes any individual who is subject to a lifetime registration requirement under a state sex offender registration program.

E. Denied admission for life to any applicant who has been convicted of manufacturing or producing methamphetamine (commonly referred to as “speed”).

Note: As noted above these time frames are only guidelines and the NHAC may deny admission to any individual whose behavior may adversely affect the health, safety or welfare of other residents or may admit persons who exhibit evidence of rehabilitation. Also an arrest that is not backed up by additional data on criminal activity will not be used to deny applicants.

4.3. Violence Against Women Act

That an applicant has been a victim of domestic violence, dating violence, or stalking as defined in VAWA is not an appropriate basis for denial of admission of an otherwise qualified applicant.

4.4. Informal Hearing If Denied Admission

If an applicant is denied admission, the NHAC will notify the applicant and the Nacogdoches Housing Authority, in writing, of its determination and inform the applicant that they have an

opportunity for an informal meeting on such determination. The denial letter will allow the applicant eight working days to request an informal meeting (in writing). A Nacogdoches Housing Authority representative will hear the appeal and issue a decision within ten (10) calendar days of the meeting.

5. TENANT SELECTION AND ASSIGNMENT

5.1. Method of Applicant Selection

- A. The Property Manager will first match the characteristics of the applicant to the unit available, including size, type and special features of the unit (e.g., accessible) and any priorities for admission required for designated or mixed population housing.
- B. Further, in the selection of a family for a unit with accessible features the Property Manager will give priority to families that include a person with disabilities who can benefit from the unit features.

5.2. Assignment Plan

- A. The selection and assignment of applicants to suitable housing will assure equal opportunity and nondiscrimination on grounds of race, color, sex, religion, age, familial status, national origin, or disability.
- B. As many as five qualified applicants first in sequence on the Waiting List will be made an offer of a unit of appropriate size. If more than one unit of the appropriate size is available, the first unit offered will be the one that will be ready for occupancy first.
- C. The unit will be leased to the first applicant to accept the unit out of those who were offered the unit. Accepting the offer means signing a lease (which can be dated effective in the future for current landlord notice requirements) and paying the security deposit. The other applicants who were offered the unit will remain on the waiting list for the next appropriate available unit.
- D. If none of the applicants who were offered a unit accepts the offer within seven calendar days of the offer date, all of them will be removed from the Waiting List with an opportunity for an informal review.

5.3. Dwelling Units with Accessible / Adaptable Features

- A. Before offering a vacant accessible unit to a non-disabled applicant, the Property Manager will offer such units:
 - a) First, to a current occupant of another unit having a disability that requires special features of the vacant unit (transfer)
 - b) Second, to an eligible applicant on the Waiting List having a disability that requires the special features
- B. When offering an accessible/adaptable unit to a non-disabled applicant, the Property Manager will require the applicant to sign an agreement to move to an available non-accessible unit within thirty (30) days when either a current resident or an applicant needs the features of the unit. This requirement will be reflected in the lease agreement signed with the applicant.

6. TRANSFERS

The PHA will maintain a list of families (by number of bedrooms) that need to be transferred.

The family name shall be placed on this list on the day the Property Manager becomes aware of family composition change or other circumstances requiring a change.

Families that are under housed will be given priority over families that are over housed.

Families needing special consideration because of a disability will be accommodated before under and over housed families, whenever possible.

Emergency and certain administrative transfers will take priority over new admissions, as follows:

- A.** condition of the unit poses an immediate threat to the resident's life, health or safety, as determined by the Property Manager. Examples are:
 - a) defects hazardous to health or safety need to be repaired
 - b) verified medical problems of a life-threatening nature need to be alleviated
 - c) threat assessment by a law enforcement agency that a family member is in danger of attack by criminal element or subject to hate crimes in a particular property or neighborhood
- B.** unit is slated for modernization
- C.** individuals needing an available unit that is accessible or adapted for use by handicapped or disabled

The PHA will not require a family residing in a unit too large for its needs to transfer into a smaller unit unless the Waiting List reflects a need for the occupied unit.

Residents will receive one offer of a required transfer. Refusal of that offer without good cause may result in lease termination.

Residents will be transferred to a dwelling unit of equal size, either within a location or site or between locations or sites only to alleviate hardships as determined by the Property Manager.

Any transfers not required by the Property Manager must be requested in writing to the Property Manager's office. The written request will be date and time stamped when received. The Property Manager will use the policies in this section and in the Occupancy Standards of the NHA to determine whether to allow the transfer. If the transfer is denied, the resident will be promptly notified and may follow the Informal Review Procedures.

All the costs to the family associated with transfers to correct occupancy standards will be the responsibility of the family.

Except for any additional security deposits that may be required, the NHAC will bear the reasonable cost of emergency and certain administrative transfers, and transfers to allow "reasonable accommodation" to handicapped or disabled residents. The resident will bear the cost of any other type of transfer allowed or required. Reasonable cost will be based on the unit size being moved into and a \$7.50 per hour per worker rate as follows:

Bedroom size	Reimbursement	Based on
1	\$ 30	2 workers for 2 hours
2	\$ 60	2 workers for 4 hours
3	\$ 90	2 workers for 6 hours
4	\$120	2 workers for 8 hours

For those emergency and certain administrative transfers, and transfers to allow "reasonable accommodation" to handicapped or disabled residents the NHAC will also reimburse the normal transfer fee charged by the gas, electric and water utilities as required. The transfer fee

charged for telephone and cable TV will also be reimbursed if the resident had those services in their old unit at the time of transfer. If a family transfer results in an increased required security deposit, the previously collected security deposit will be applied to the increased security deposit, and the family will pay the difference of the increased amount within a reasonable time. If the family transfer results in a decreased required security deposit the NHAC will reimburse the family for the difference between the decreased amount and the previously collected deposit within 30 days.

7. LEASE EXECUTION

7.1. Requirement To Attend

All adult family members are required to attend the lease execution and resident orientation when they are initially assigned a unit. Exceptions may be made for adult family members who are temporarily absent. The lease execution will be scheduled within ten working days of the date of the offer to the applicant. If the applicant cannot be present at the scheduled time it is their responsibility to notify the Property Manager and re-schedule within the original ten days. If the applicant has not executed the lease within the ten working days after the offer of the unit the offer will be considered rejected.

7.2. Security Deposit Requirements

Before the lease is executed the applicant must provide the security deposit required by bedroom size as follows:

ONE BEDROOM	\$ 200.00
TWO BEDROOM	\$ 250.00
THREE BEDROOM	\$ 300.00
FOUR BEDROOM	\$ 350.00

Anytime the security deposits are increased by amendment to this plan the current residents will not have to increase their security deposit unless they transfer to a new unit.

If a family transfer results in an increased required security deposit, the previously collected security deposit will be applied to the increased security deposit, and the family will pay the difference of the increased amount within a reasonable time. If the family transfer results in a decreased required security deposit the NHAC will reimburse the family for the difference between the decreased amount and the previously collected deposit within 30 days minus any amounts due the NHAC for rent or other charges outstanding.

Those residents who have pets will be required to pay an additional \$200.00 security deposit as outlined in the Pet Policy and will be handled in the same manner as above.

7.3. Orientation

During the lease execution and resident orientation the Property Manager will:

- A.** Explain the lease thoroughly.
- B.** Explain the resident's rights, responsibilities and obligations.
- C.** Acquaint the resident with the policies herein.
- D.** Acquaint the resident with procedures for requesting maintenance.
- E.** Provide a copy of the General Rules to the family.
- F.** Acquaint the resident with any Resident Council.
- G.** Acquaint the resident with any services provided by the NHAC.
- H.** Orient the resident as to the location of the Community Room, offices, mailboxes, and

play ground.

- I. Provide other information as deemed appropriate by the Property Manager.

8. GRIEVANCE PROCESS

For issues related to tenancy and termination of assistance, PBV program rules require the PHA to provide an opportunity for an informal hearing, as outlined in 24 CFR § 982.555. RAD will waive 24 CFR § 982.555(b) in part, which outlines when informal hearings are not required, and require that:

- A. In addition to reasons that require an opportunity for an informal hearing given in 24 CFR § 982.555(a)(1)(i)-(vi), an opportunity for an informal hearing must be given to residents for any dispute that a resident may have with respect to a PHA (as owner) action in accordance with the individual's lease or the contract administrator in accordance with RAD PBV requirements that adversely affect the resident's rights, obligations, welfare, or status.
 - For any hearing required under 24 CFR § 982.555(a)(1)(i)-(vi), the contract administrator NHA will perform the hearing, as is the current standard in the program.
 - For any additional hearings required under RAD, the NHAC will perform the hearing.
- B. An informal hearing will not be required for class grievances or to disputes between residents not involving the NHAC or NHA. This hearing requirement shall not apply to and is not intended as a forum for initiating or negotiating policy changes between a group or groups of residents and the NHAC or NHA.
- C. The NHAC will give residents notice of their ability to request an informal hearing as outlined in 24 CFR § 982.555(c)(1) for informal hearings that will address circumstances that fall outside of the scope of 24 CFR § 982.555(a)(1)(i)-(vi).
- D. The NHAC will provide opportunity for an informal hearing before an eviction.

9. ANIMAL ADDENDUM TO THE LEASE AND ADDITIONAL PET RULES

The following rules are established to govern the keeping of pets in and on the property managed by the NHAC. Residents and the Property Manager must execute the Animal Addendum to the Lease Contract in order for an animal to be allowed. The resident shall pay an additional \$200 security deposit (except for birds, fish or turtles) which will increase the total deposit under the lease and will be considered a general security deposit for all purposes.

9.1. Only Common Household Pets Will Be Allowed.

Common household pet means a domesticated animal, such as a dog, cat, bird, rodent (including a rabbit), fish, or turtle that is traditionally kept in the home for pleasure rather than for commercial purposes.

1. A maximum of one four-legged, warm-blooded pet is allowed.
2. Pets shall be limited to small breeds where total adult weight shall not exceed twenty (20) pounds and total adult height shall not exceed twelve (12) inches. Seeing-eye dogs are excluded from weight and height restrictions.
3. All dogs and cats shall be neutered or spayed, as verified by a veterinarian, cost to be paid by the pet owner. This may be waived for a period not to exceed 6 months in cases where a veterinarian has indicated that the pet is too young for the procedure.
4. Pets shall be quartered in the units and dogs shall be kept on a leash or carried when taken outside. No doghouses shall be allowed on the premises. Birds shall be kept in regular birdcages and not allowed to fly freely about the resident's unit.

5. Pets shall not be allowed to leave waste on other resident's lawns or common grounds and the pet owner must clean up pet waste from their lawn each day. Pet waste must be disposed of in a closed trash container.
6. The resident shall not permit any disturbance by their pet which would interfere with the peaceful enjoyment of other residents, whether by loud barking, howling, biting, scratching, chirping, or other such activities.
7. Pet owners are responsible and liable for any harm to other residents or individuals and/or the destruction of personal property belonging to others caused by the actions of their pet.
8. Pets are to be fed inside the unit only and residents are not allowed to feed or water stray animals.
9. No warm-blooded pets are to be left unattended for more than 24 hours.

9.2. Registration

All pets must be registered with the Property Manager before they are brought onto the premises. At the time of registration the resident must provide the following:

- A. A certificate signed by a licensed veterinarian or a State or local authority empowered to inoculate animals (or designated agent of such an authority) stating that the pet has received all inoculations required by applicable State and local law.
- B. Information sufficient to identify the pet and to demonstrate that it is a common household pet.
- C. The name, address, and phone number of one or more responsible parties who will care for the pet if the owner dies, is incapacitated, or is otherwise unable to care for the pet.

Nothing in this section restricts the right of the NHAC to have any animal removed at any time without any notice from the grounds of the property, by animal control officers or NHAC employees, if the animal is not registered as belonging to a resident.