

Benjamin Church Manor



Resident Policy Handbook

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Dear Resident,

Welcome to Bristol Housing Authority!

You have made a wise decision choosing to live at Benjamin Church Manor. We realize that relocation can be very stressful, but our commissioners, staff and the Tenants Association will do everything possible to ease the stress of moving and help you enjoy your new home to the fullest.

The Resident Policy Handbook, (RPH) was written to introduce and guide you through the **policies and regulations** for those that are in one of our federally subsidized apartments. We believe that every fine community must have rules to ensure safe and peaceful neighborhoods in which to live. By observing these regulations, Residents will find their community a more desirable place to live.

Additionally, the RPH explains the **housing policies, procedures, and services**. In these sections you will find information to help you understand our mission and the standards of service we strive to deliver.

Please note that the sole purpose of the RPH is to protect you and your neighbors from practices that would be detrimental to your stay and the overall community. The Bristol Housing Authority personnel are obligated to enforce these regulations, and we ask that you comply with their requests. Please give us an opportunity to be of service and we will do our best to exceed your expectations.

Thank you in advance for your residence with us. Please do not hesitate to let us know if there is anything that we can do to make your time at Benjamin Church Manor more enjoyable.

Sincerely,

Board of Commissioners

IMPORTANT PHONE NUMBERS

Office Contact Information

Main Number: (401) 253-4464

Fax Number: (401) 253-9249

After Hours Emergency Maintenance: (401) 253-6522



Join Us Virtually On

Our Website <http://bristolhousingri.org/>



Benjamin Church Manor Policy Handbook

The following policies and general rules, approved by the Bristol Housing Authority's Board of Commissioners, are compiled herein for the benefit of **The Residents of Benjamin Church Manor (BCM)**. Some of the information below can be readily found in the Lease Agreement or accompanying attachments and is reprinted herein solely for convenience. Other rules or policies, such as "Maintenance Emergencies Defined" and similar topics are not discussed in detail in the Lease but instead refer to this document commonly called "Resident Policy Handbook."

Residents agree to abide by the Policy Handbook and receipt of the policies by the signature page attached. These standards will be applied fairly and uniformly to all Residents. Failure to abide by the policies of the Resident Policy Handbook is a violation of the lease terms and can result in eviction.

1. UNIFORM STANDARDS FOR RESIDENT HOUSEKEEPING

The Bristol Housing Authority inspects each unit at least annually, to determine compliance with health and safety standards. Upon completion of the inspection, we will inform the Resident of any failed items and the date that the dwelling will be re-inspected for corrections.

- a. Housekeeping. Residents are required to keep their apartment in a tidy manner and the premises clean and safe. Mainly, use all electrical, plumbing, heating, ventilating appliances and other facilities and common areas in a responsible manner.
- b. Window Coverings. No aluminum foil, sheets, blankets or any other type of unsightly coverings shall be used over the windows to darken rooms. All blinds and or shades must be free of damage. Please replace them as needed and call the office if you need assistance installing the new ones.

2. PRIVACY OF APARTMENTS

BHA officials and employees will not enter your apartment in your absence, except under the following conditions:

- a. In the event of an emergency, such as fire, water line break, electrical failure or other instances that require immediate attention to protect lives and property, yours, as well as that of your neighbors and other residents.
- b. To perform routine maintenance work that you have requested.
- c. To check the premises at reasonable hours, where there is reason to believe the premises may have been abandoned.
- d. For regularly scheduled housekeeping inspections to ensure that you are maintaining at least minimum standards in the apartment. (General notice will be given in advance.)
- e. For Special Inspections as needed. (General notice will be given in advance.)
- f. To perform quarterly inspections of the fire alarms in each building and a percentage of alarms in apartments.
- g. In the event a law enforcement officer provides BHA's duly appointed representative with a copy of a warrant (search or arrest).

3. SPECIAL EXTERMINATION SERVICES (Bed Bug Policy)

Normally you will not have problems with household pests if you follow good sanitation practices. However, if your apartment becomes infested, please notify the office immediately and we will spray it for you. Please note the following:

- a. Pest Control is scheduled as needed. (General notice will be given to the residents 48 hours in advance.)
- b. If you need extermination services, call the office.
- c. For trees, shrubs, and weeds in the public areas that have become infested, please contact the office.
- d. As a reminder, maintenance will accompany pest control.

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

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

Upon notification from the tenant, BHA (Bristol Housing Authority) will perform an initial inspection of the tenant's residence accompanied by the pest control company. The inspection will cover the unit reporting the infestation and no less than surrounding apartments, consisting of the units above, below, left and right. Depending on the severity, it may require additional apartments. When an infestation is identified, the unit and any surrounding units that have been identified as having bed bugs will be treated. The pest control company may recommend that the surrounding units, with no evidence of bed bugs, be treated as a precaution. Final determination will be made by the housing authority and must be approved by the Executive Director or Maintenance Supervisor. The length, method and extent of the treatment will depend on the severity and complexity of the infestation.

If it is determined that bed bugs are present in the unit, BHA will provide the tenant with the "BHA & Tenant Roles and Responsibilities" document. This document will be explained to the residents to ensure understanding and compliance prior to treatment. In addition, BHA will secure the resident's signature indicating understanding and compliance prior to treatment. Upon successful preparation of the unit by the tenant, the BHA will professionally treat the dwelling unit and perform follow-up to ensure treatment was successful.

4. MAINTENANCE SERVICES

For maintenance requests after hours, please call 1-401-253-6522. CALLS FOR AFTER-HOUR EMERGENCY MAINTENANCE WORK CAN BE MADE AT ANY TIME (night, weekends, and holidays).

A maintenance technician will be available to respond to true emergencies at all hours. The following types of work will be treated as EMERGENCY:

- a. Any condition that can cause damage to the property or threaten the health or well-being of a resident
- b. Toilet clog in an apartment that has only one bathroom
- c. Water leaks of any kind other than a small drip from a faucet

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- d. Stopped up sinks where no other sink can be used.
- e. Stopped-up tubs
- f. Stove or oven malfunction which may cause a fire hazard
- g. No heat (if outside temperature is below 68 degrees Fahrenheit)
- h. No hot water
- i. Fire alarm or smoke/carbon monoxide detector malfunction, including a chirping battery
- j. Broken locks on any unit entry door or windows on the first floor
- k. Broken windows
- l. Electrical failures, sparking, or breakers not resetting
- m. Smell of smoke or any kind of fumes
- n. Lock-out (residents will be billed for maintenance and/or staff responding after hours). The maintenance department is NOT paid by the BHA to provide lock-out services. Therefore, the Resident is responsible for paying them. You will be billed for the lockout based on the Resident Charge list. We must have on file your Apartment Access Form signed by lease holder indicating who has permission to access the apartment. Proper identification must be provided at the time of emergency response. Under no circumstance will locks other than those provided by BHA be allowed on exterior or interior doors.

Loaning or borrowing of maintenance equipment, such as tools, shovels, dollies, or carts will not be permitted.

If a maintenance employee is dispatched to an “emergency” which does not fit the above descriptions, or for a resident caused problem, a non-emergency service charge will be assessed to the resident’s account for the call.

Residents are responsible for immediately reporting if the interior of their apartment has broken or unserviceable housing components, structural damage, water leaks (including tub and toilet leaks), cracked walls, and other issues. This will prevent the problem from getting worse and/or might save you from being charged a repair fee.

PAINTING OF OCCUPIED APARTMENTS

The interior of occupied apartments will be painted upon the request of the head of household who has occupied the same apartment for a minimum of seven (7) years. The residents are responsible for preparing their apartment prior to the day of painting by:

- a. Removing all items from the walls and moving them to the center of the room.
- b. Move all furniture and other items into the center of the room.
- c. When the painting is completed, I understand that I am responsible for moving all furniture and items back to their desired location.

Note: Resident may decide to sleep elsewhere until the painting is complete. Most painting can be completed in a day and a half but will depend on the condition of your walls. If the walls require thorough cleaning, it may take longer to complete the painting.

5. RENTERS INSURANCE

Residents are encouraged to carry renter's insurance for coverage of household belongings in case of damage or destruction to the unit. BHA insurance coverage **does not** include coverage for loss or damage to resident possessions, or for negligence/damage caused by members of the household or guests. Rental insurance is obtainable from most major insurance companies.

6. RENT PAYMENTS

In accordance with the terms of your lease, the full rent for the month is due on the first, and no later than the fifth day of the month. All rents are to be paid and received in person, through the mail or through the 24-hour drop box at the office no later than the fifth of the month. Please be sure your name and apartment number are on your check or money order.

Your canceled check will serve as your receipt. For your protection, we cannot accept cash payments; always pay your rent by signing up for **DIRECT DEPOSIT** or paying by check or money order. We do encourage our residents to sign up for direct deposit.

Please note the following:

- a. A resident who cannot pay rent by the fifth of the month because of circumstances beyond their control (such as late receipt of social security) should contact the office immediately, or no later than the fifth of the month to make payment arrangements.
- b. Late payment of rent will be addressed as follows:
- c. **If rent is consistently late (3 or more times per year)**, the resident will be issued a Non-Compliance letter and may be assessed legal fees incurred by counsel.
- d. Residents who have not paid their rent by the nineteenth day of the month will receive an appropriate "Notice to Pay Rent or Quit." If no response is received by the end of the "Notice" period, it will be necessary to file an action for possession of the premises in Court. Additional charges will be assessed to cover the court, attorney fees and constable fees involved in this process.
- e. Delinquency charges will not be assessed on account balances for anything other than rent.
- f. Bad Check Charges: A returned check charge of at least \$10.00 or what your bank charges us will be assessed for the first and second check returned due to insufficient funds or for any other related reason. After the second occurrence, BHA will no longer accept checks from that resident and future payments must be by certified check or money order.

7. EXTENDED ABSENCE OR ABANDONMENT

- a. BHA has established a policy that the Resident must report any family absence(s) from the unit. Absence means that no member of the family is residing in the unit. A family absent from a unit without reporting may be terminated from the program.
- b. As a resident of BHA, you must notify the office if you are going away on an extended vacation. If you have a prolonged illness in which hospitalization or nursing home care is necessary, you must obtain a statement from your doctor stating the date you can return to the unit. Your rent must be paid during your absence.
- c. A resident cannot be absent from a unit for more than 90 days per calendar year. Extenuating circumstances must be approved first by the Board of Commissioners before an additional 30 days is granted.
- d. Once BHA has established abandonment of a unit, state and local laws will be followed to repossess the unit.

8. OCCUPANCY GUIDELINES

- a. **Occupancy Standards** - In determining the proper bedroom size for each Family, the following principles apply:
- The subsidy standards must be applied consistently for all families of like size and composition.
 - The subsidy standards must follow applicable State and local law.
- b. These general principles result in the following subsidy standards:

Number of Bedrooms	Number of persons	
	Minimum	Maximum
0	1	1
1	1	4
1X	1	4

- Two (2) or more single people residing in the same dwelling unit shall be assigned to a unit so that they have a bedroom/living room.
- A live-in aide who is not a member of the Family shall not be required to share a bedroom as the living room can be used as a separate bedroom, as well. A live-in aide's family members may NOT reside in the unit.
- Space will not be provided for a family member who will be absent most of the time, such as a member who is away in the military or incarcerated.

Owners must comply with all reasonable state and local health and safety restrictions regarding the maximum number of people permitted to occupy a unit. In the absence of such restrictions, overcrowding is deemed to occur when the total number of people in the unit exceeds two people per habitable sleeping room. Additional people may be allowed when a habitable sleeping room provides a window and at least 50 square feet per person. A habitable sleeping room is any room except the following:

- Kitchen
- Bathroom
- Hallway
- Dining room

Remaining Household Members

Periodically, household composition changes after initial occupancy. If the qualifying person leaves the unit, a determination must be made as to whether the remaining member of the household will be eligible to receive assistance and/or be allowed to remain in the unit. Eligibility for remaining household members at The Bristol Housing Authority will be determined by current and applicable rules as defined in the Public Housing Occupancy Handbook.

Adding Household Members

Adding an Occupant/Roommate after Move-In: When a Resident makes a request to add another household member/roommate, the BHA must first screen this person by performing the same background checks and income verifications as any other resident before processing an interim recertification. This will be done within a reasonable time.

If the reason for interim recertification is a proposed change in household composition, the BHA must screen the proposed additional person(s), including live-in aides, for drug abuse and other criminal

activity, including a state lifetime sex offender registration check. The BHA must also obtain the new household member's SSN, unless the household member does not contend eligible immigration status or is an individual age 62 or older as of January 31, 2010, and does not have a SSN but was receiving HUD rental assistance at another location on January 31, 2010.

Visitors and Overnight Guest

The Benjamin Church Manor Lease states that no person(s) other than those listed on the Lease live and/or stay in the unit other than on a temporary basis **NOT TO EXCEED 21 days in one calendar year**. This is to ensure that the Total Tenant Payment (TTP) is accurately based on the total annual family income of that household.

Residents are required to call the BHA office to register their overnight guest and their vehicle. The office staff will enter the name and home address in the guest book about any guest staying overnight and the number of days of each visit. Guests and Visitors are required to park on Chestnut Street to ensure there are ample parking spots for other Residents.

9. UNIT TRANSFER

Residents requesting a transfer to another apartment must make this request in writing, and must meet the residents in good standing requirements listed below:

Before transfers proceed, the vacating unit will be inspected 30 days prior to move-out to check for damages beyond normal wear and tear. If any damage is found, charges will be assessed.

Unit transfers will only be considered if the household meets one of these requirements.

- a. A unit transfer for a medical reason certified by a doctor or the need for an accessible unit.
- b. Transfer requests must meet the following conditions:
 - The Head of Household must be a resident of BHA in his/her **current unit** for at least one year.
 - The Head of Household must be current in all rent payments and/or Office/Court Agreements.
 - The Head of Household must be a "resident in good standing" – that is, if eviction actions are pending against you, you are not eligible for a transfer. Also, there must be no complaints against you or your household from other residents or the office for six months prior to transfer request.
 - Once a housing offer is made, you will be given a period of three (3) business days starting from the date you are offered the apartment to accept or refuse the offer.
 - As units are vacated, they are assigned, and they must be prepared and made ready before any move-in may occur. Residents will have three (3) days to move to the offered and accepted unit from the date the housing offer was made unless a different period is agreed and approved by the BHA.

IN THE EVENT APARTMENT IS UNINHABITABLE: Residents of apartments which are rendered unsafe, unhealthful or uninhabitable by reason of fire, water, or wind damage, etc., will be transferred to an appropriately sized apartment in the development whenever possible. Refer to the lease and Transfer Policy for additional details.

10. SPECIAL EVENTS AND COMMUNITY ROOMS:

The Benjamin Church Manor Community Room is available to any local non-profit senior citizens organization, manor residents, commissioners and staff. In order to protect and preserve the Community Room, each group, organization, or person(s) that uses the room must comply with the following rules:

During normal working hours (Monday-Thursday, 8:00 AM – 3:30 PM, Fridays, 8:00 am – 1:00pm) there will be no charge for use of the Room. AFTER normal working hours the group, organization, or person(s) requesting use of the room will be required to pay a fee of one hundred dollars (\$100.00) for the use of the room. This fee is payable when booking the event. If a Benjamin Church Resident is in attendance and willing to take responsibility for the room a maintenance man or staff member will not be required to attend the event. If a Benjamin Church Resident will not be at the event or is unwilling to take responsibility, a maintenance man or staff person will be required to be on duty. The maintenance man or staff person shall be paid by the group, organization, or person(s) at the rate of twenty dollars (\$20.00) per hour for all such hours worked. Labor charges are payable directly to the maintenance man or staff person on the day of the function.

Functions that are sponsored by the Benjamin Church Tenant's Association, commissioners, or staff are not required to pay the \$100 fee or have a maintenance man on duty. Any of the above, who repeatedly fail to comply with any of the rules may be denied use of the room.

Any group, organization, or person(s), including Manor residents, who use the Room for a function which is not covered under the Town of Bristol Housing Authority's general liability insurance policy, will be required to present a Certificate of Insurance showing proof of general liability insurance.

The Executive Director, in conjunction with the Board of Commissioners, the Bristol Housing Authority insurance carrier and legal counsel will determine when such Certificate of Insurance is required and the amount of coverage necessary. The Bristol Housing Authority reserves the right to deny use of the room to any organization if the activity is deemed a risk to its property or tenants.

When using the Community Room, the following rules will apply:

THE STOVE CANNOT BE USED FOR HEAVY DUTY COOKING EX: FRYING (HEATING FOOD OR KEEPING FOOD WARM IS FINE) By order of the Bristol Fire Department.

- a. No Smoking is allowed anywhere in the building including restrooms and foyer. This is a **non-smoking facility**. Smoking is allowed in the designated area behind the building.
- b. Alcoholic beverages are not allowed in the community room and may not be consumed at any functions or at the Bristol Housing Authority Property.
- c. Vehicle parking shall be on **Chestnut Street**. No parking is allowed in tenant assigned areas.
- d. Any special license(s) (ex: bingo etc.) required will be the responsibility of the person/group using the Room.

AFTER using the Community Room, **please be sure all the below is taken care of before you leave.**

- a. All trash and garbage must be placed in proper containers which will be provided and placed in outside trash receptacles.
- b. The floor must be left clean, including under the tables.
- c. If furniture has been rearranged, it must be returned to its original place.
- d. All dishes, pots and pans used shall be washed, wiped and put in their proper storage area.
- e. Range, refrigerator and counter tops shall be cleaned.

- f. The tabletops in the community room must be cleaned.
- g. Turn heat down to 60 (if applicable).
- h. Turn off Air Conditioner.
- i. Be sure the kitchen door is latched, and the front door is locked.
- j. Put key fob in the drop box after locking up the community room.

If any equipment or property is damaged or lost, or if a maintenance man must be called to the community room to correct a problem, the group organization or person(s) requesting the Room will be responsible to make restitution and/or pay for the labor charge of the maintenance man.

11. RESIDENT RESPONSIBILITIES FOR GROUNDS MAINTENANCE, SANITATION, AND

PARKING

- a. Lawns. Residents are requested to assist by **NOT** running through plantings or flowerbeds.
- b. Outside Storage. Residents may **NOT** store items such as old furniture, patio furniture, bicycles, cars or truck parts or tires, used appliances, or items that constitute a fire hazard or threat to health and/or safety in or near entry doors or yard areas. Bikes can be stored in the bikes racks that are located **behind U building and behind the office building**.
All entryways must remain clear of all items and stored in the resident's apartment.
- c. Handling Garbage, Trash, Old Furniture, Etc. Each resident shall use the refuse containers provided by BHA. No refuse, trash, or garbage shall be disposed of in any manner other than by placing it in the container provided. No rocks, dirt, large pieces of wood, scrap metal or similar objects shall be placed in the containers. Regular refuse collection service is provided weekly by the maintenance department at no cost to the residents. It is your responsibility to take care of your own rubbish and garbage as stated in your lease.
- d. Please follow these guidelines concerning your garbage and trash:
 - 1. Residents who leave trash in common areas or hallways will be charged a \$50.00 removal fee per occurrence.
 - 2. Place only garbage in the trash bins; no furniture, or mattresses/box springs.
 - 3. All garbage must be double bagged and tied securely to prevent breakage and/or leakage.
 - 4. Any person found guilty of starting a fire in or near a container will be charged the cost of repair or replacement of the container and will be subject to eviction.
 - 5. Secure door after disposing of trash.
- e. Removal of Large Items. The maintenance will not pick up any large items. Residents may arrange for town pick up service at (401) 253-7000.
- f. Automobiles, Parking, Etc. Each resident who drives and has a vehicle will be assigned one parking space as close to their building entryway, as possible. For households with more than one vehicle, the second vehicle will be required to park on Chestnut Street or a visitor's parking space.
- g. Inoperable, Unregistered, Unlicensed, Dismantled Vehicles, Etc. Residents may not keep vehicles in the development unless they are properly licensed, registered and in an operable condition. Vehicles which are in inoperable condition (such as, broken windows, leaking fluids, etc.) will be towed at the vehicle resident's expense. No repairs, oil changes, or any other work may be done to vehicles on BHA property. Changing flat tires are allowed.

12. GENERAL REQUIREMENTS

- a. Guests and Private Service Providers. Your apartment can only be occupied by those people listed on your lease or added thereto, in writing, with the approval of the Executive Director. Prior to your guest or visitor staying overnight, the Resident must call the office to register the guest and the vehicle. Guests cannot stay overnight with Residents for more than twenty-one (21) nights in a twelve (12) month period without specific written approval from the Executive Director. Friends and relatives are welcomed; however, a constant overnight guest may constitute a violation of the guest policy, thereby putting the Resident in violation of his/her lease agreement. The Resident is responsible for the conduct of their guest at all times while on the BHA premises. The Resident is responsible for damages to property and noise complaints caused by their guests. All guests/visitors are required to park on the street or in visitor parking.
- b. Noise and Disturbances. Because apartments are close together, please consider other residents when you are talking, playing a radio, musical instrument, stereo or television. By keeping the bass knob on your stereo at the lowest possible setting and not placing speakers directly on the floor, you will avoid disturbing your neighbors. Please have you and your guests respect your neighbors by refraining from noise or disturbances in your apartment or in the common areas, particularly from 9:00 p.m. to 7:00 a.m. If your neighbors are making too much noise, please ask your neighbor to lower the volume, if it persists, please contact the office. Being disruptive or noisy is a violation of the BHA lease, and we are committed to taking every possible action to protect every resident's right to peaceful enjoyment of his or her home. In the event of an emergency, call the police; and if for another type of disturbance, please call the office and be sure to report the incident in writing.
- c. Plumbing. The equipment in the bathrooms and kitchens shall not be used for any purposes other than those for which they were constructed. Rubbish, sweepings, rags, disposable diapers, personal care products, ashes or other obstructive substances shall NOT be disposed of by flushing down the toilet. Do not place metal, string, grease, coffee grounds, nutshells, glass, olive or fruit pits, potato peels, onions, rice, garlic skins, corncocks, paper, wire, bones or non-food in the sink.

1. **Any resident that is flushing any type of adult or baby wipes, even those labeled as "flushable",** down the toilet is strictly prohibited as it can cause significant clogs in pipes and lead to sewage backups in their apartments, resulting in them being charged for the cost of repairs if found to have done so.

Residents shall be held responsible for any repairs or damage resulting from the misuse of such equipment and shall reimburse BHA for any necessary expenses incurred in the repair of such equipment.

Please follow these simple steps to keep the plumbing in your home in good working order:

- Unclog hair from drains once a week or as needed.
- Do not keep toothbrushes, cosmetics, bottle tops, toys and similar items near your toilet.
- Do not flush grease, garbage, disposable diapers, baby wipes, adult wipes, sanitary napkins, tampons, paper towels, cardboard paper rolls, cotton swabs or any other type of synthetic material through your plumbing system. Such items can result in costly repairs.

However, if you do experience minor blockage problems, call the Office for maintenance service. Please keep in mind that the repair costs for plumbing problems caused through negligence are billed to the individual residents.

If your toilet or sink overflows, do not continue to flush your toilet or run the water in your sink. If the water is not going down, use a plunger to clear the blockage. Once it is freed, flush or run the water to make sure the line is clear. If this does not work, please call the Office for maintenance assistance during regular office hours; and for after-hours, call the emergency number at **(401) 253-6522**.

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Always call the Office and report any loose fixtures or cracks around your sink, toilet or bathtub.

Residents are required to use a plastic shower curtain or a fabric shower curtain with a separate plastic liner to prevent water from accumulating on the bathroom floor and possibly leaking down into the apartment below.

- d. Additional Appliances. The apartments are not designed to support additional appliances in each apartment. To prevent plumbing or electrical hazards, residents are not permitted to install freezers, dishwashers, or washers and dryers.
- e. Flammable Materials and Space Heaters. The Bristol Fire Department prohibits the use of space heaters in the Resident's apartment and/or common areas. The storage or use of gasoline or solvents or other flammable materials in or around apartments is prohibited. Residents must exercise caution with respect to children playing with matches or lighters.
- f. No Burning of Candles or Incense. Residents are not permitted to burn candles or incense in or around the property due to a potential fire hazard and damage caused by soot on walls and ceilings.
- g. Doors. Doors of apartments must be locked during your absence. The Housing Authority will not be responsible for articles missing from the apartment. Always carry your key when going out. Residents locking themselves out after regular working hours will be charged a fee according to the Schedule of Tenant Charges posted in the office. **Residents are not permitted to have their own locks on any door (inside or outside).** BHA **must** be able to gain access for routine maintenance, inspection purposes, and in the event of any emergency. Use of personal locks is grounds for lease termination.
- h. Alterations, Changes to Exterior or Interior:
 - 1. Residents are not to make repairs or alterations or install any equipment to the interior or exterior of the unit without the prior written consent of BHA, including and not limited to security bars, satellite dishes, storage sheds, etc.
 - 2. Residents are not to alter the apartment through use of paneling, wallpaper, contact paper, carpeting, built-in shelving, room dividers, etc., which are attached to any wall, floor, shelves, drawers, or ceiling surfaces. Only those items that are freestanding and not attached may be used, such as freestanding shelves, lamps, and other items which do not damage the walls or other surfaces.
- i. TV Antennas, Satellite Dishes. Under no circumstances will a satellite dish or antenna be allowed to be placed on the roofs, fascia boards, or any other part of the buildings or grounds.
- j. Fobs/Keys. Head of household will be issued two fobs which will allow access to their building, apartment and laundry room. Also, one mailbox key will be issued.
- k. Duplication of these keys are not permitted; replacement or spare keys must be ordered through the office. You must complete a request form and pay a fee for the new key fob and/or mailbox key. All unreturned apartment keys at move-out will incur a charge against your security deposit.

13. PARKING

Residents and guests are welcome to use the front driveway for pick-ups and drop-offs only. Our parking spaces are for residents only. The spaces are assigned by location and seniority. It is your responsibility to tell your visitors to park their car on the street and not use resident parking spots. Violators of these regulations will be subject to having their cars towed away at the owner's expense.

Campers, trailers, boats, commercial vehicles, and inoperable or unregistered vehicles, including minibikes, may not be parked at The Bristol Housing Authority. Motorcycles are permissible if they are

properly registered and parked in their assigned space or in a visitor's parking spot. Auto repairs other than flat tire changes are not permitted on the property. Car washing is not permitted.

We reserve the right to enforce parking regulations through towing. Cars improperly or illegally parked will be towed away at the owner's risk and expense. Vehicles parked in handicap spaces illegally are subject to automatic towing.

14. SNOW REMOVAL AND TOWING

In the event of snowfall, we ask your cooperation to comply with the following:

- a. Please make sure that all resident vehicles are registered with the office.
- b. Be prepared to remove snow from around your vehicle. We do not provide any snow removal equipment (shovels, scrapers, etc.)
- c. In the event of an extended emergency power outage, the community room will be available for residents.
- d. When snowplowing is needed, you will be notified via a robocall telephone recording of the date and time plowing will begin so you can relocate your vehicle to Chestnut Street during the duration.
- e. Please plan to move your vehicle prior to the scheduled times. Any vehicle not moved to Chestnut Street or off the Benjamin Church Manor's site will be towed at the owner's expense.

15. OPEN BURNING

Bristol's current **law** bans the **open burning** of "any garbage, refuse, debris, trash, animal, fish or vegetable substance ... except the controlled **burning** of wood." The new **law** would also ban driftwood, chemically treated wood and demolition debris. However, residents are permitted to cook outdoors on a barbeque or grill provided it is a safe distance from any building, bushes/shrubs and always attended by an adult.

16. AIR CONDITIONER On May 1st, Air Conditioners are permitted to be installed and must be removed by November 1st. Residents that exceed the monthly allotted wattage are subject to an additional electricity surcharge. Do NOT use screws or nails to install.

17. CHARGES FOR SPECIAL SERVICES OR CHARGES DUE TO DAMAGE FROM RESIDENT ABUSE OR NEGLECT

You will not be charged for maintenance or damage due to normal wear and tear on your apartment. However, in some situations you will be required to pay the charges for material and labor for special services rendered to you, or for damage, repair, or the cost of missing items. You are not authorized to have any BHA property or equipment repaired by an outside vendor.

Special Service Charges. The following charges will be levied for special services which are not a part of regular, routine maintenance and operations:

- a. Hauling Charges. Residents moving out and leaving old furniture, appliances, junk, or trash, are subject to hauling charges. Any items left behind such as mattresses, box springs, couches, etc. will be charged.
- b. Charge for Damage by Resident(s), Household Members, Guests, Personal Care Providers or Other Persons Under the Resident(s)' Control. Such charges will be made in accordance with the list of current charges for service/maintenance.

18. VACATING APARTMENT

Rent is due in full for the month, even if notice to vacate has been given. You must give at least thirty (30) day notice, in writing, of your intent to move out. Failure to give proper notice could result in additional charges to the residents. The resident is responsible for rent, damages and other charges incurred until such time as they inform the Property Manager of their move, have vacated the unit, and have turned the keys in to the Office.

- a. For the apartment to be properly checked out, you must have cleaned the apartment and physically moved all possessions out of the apartment prior to turning in your keys/fobs.
- b. You **must** turn in your apartment keys/fobs within 24 hours after having vacated the apartment. **You will be charged rent until all of the keys are received.** If you do not turn in all keys, you will be charged a \$50 fee to change locks.
- c. After your apartment is checked and the cost of cleaning (if necessary) and any repairs for damage to the unit or equipment, or for missing items, is calculated, you will be refunded any amount due to you from the security deposit within twenty (20) days.

All charges will first be levied against your security deposit, and if the charges exceed the security deposit, you will be billed. Payment is due within 30 days. This will save your credit rating from an unfavorable report. If you fail to pay, the amount will be turned over to a Collection Agency. A collection fee will be charged to the residents for any debts owed to BHA that are collected by a collection agency. This fee will equal the amount charged by the collection agency and will be in addition to the debt itself.

19. Deceased Single Member of Household Policy

For a deceased single member of a household in Benjamin Church Manor, the BHA will coordinate the removal of personal belongings with the family and allow a reasonable timeframe for this process not exceeding 14 days. Rent is ongoing until the apartment is cleaned, and the keys/fobs are turned in.

Additional time may be granted for extenuating circumstances; the family or executor must contact the Public Housing Manager as soon as possible.

20. **INSTRUCTION TO RESIDENTS ON WHAT TO DO WHEN VACATING**

- **Pre-Vacate Maintenance**. As your lease requires, you agree to leave your apartment in good and clean condition, as it was when you moved into it. The following is a checklist prepared by the BHA to assist you with your return of a good and clean apartment. It may also help you receive a refund of your security deposit.

Checklist of Inspected Items

- _____ Floors swept
- _____ Walls cleaned and free of washable smudges and nicotine, if applicable
- _____ Closets cleaned out and wiped down
- _____ Range (surface, drip pans, oven and racks) pulled out to clean floor and wall
- _____ Refrigerator cleaned inside and out and pulled out to clean floor and wall
- _____ Kitchen exhaust fan, kitchen cabinets (inside and out)
- _____ Bathroom sink, medicine cabinet, bathtub and wall surrounding vanity
- _____ If apartment is carpeted, remove and dispose of it. We do not take carpeting to the dump. Remove any adhesive marks on the floor.
- _____ All items must be removed from cabinets, closets and hallway closet, if applicable.
- _____ Ceiling Fans, including the blades
- _____ Clean all windows and clean tracks

Housing Authority Equipment

- _____ Curtain Rods
- _____ Broiler Pan
- Please DO NOT place any items (ex: furniture, mattresses, TV's, air conditioners, or bags of trash) near our trash bins. It is your responsibility to have these items removed from the apartment.
- When the apartment has been cleaned, all keys must be returned to the office, please do not leave them on the counter in the apartment. If all keys, including all copies, mailbox and laundry room key are NOT returned, the RENT IS ONGOING.
- We do a final inspection of the apartment.

21.

BRISTOL HOUSING AUTHORITY

List of Tenant Charges

EFFECTIVE AUGUST 1, 2025

Light Bulb Replacement

Fluorescent Tubes	\$5.00
Appliance	\$2.00
Night Light	\$1.00

Blocked Sink, Toilet or Tub (Tenant Created):

Regular Hourly Rates Apply during Regular Hours

Overtime Hourly Rates Apply After Hours

Handheld Shower, Includes Installation	\$40.00
Toilet Seat Replacement	\$45.00
Screen Replacement	\$30.00
Draft Dodger	\$13.00
Additional Fob Key beyond Complimentary Limit	\$25.00
Fob Key Replacement (Lost Fob)	\$25.00
Additional Mailbox Key	\$2.00
Lockout After Hours:	1st Time \$30.00
	2nd Time \$40.00
	3rd Time \$50.00

Installation of Window Shades/Blinds per Window:

Shades	\$5.00
Blinds	\$5.00
Vertical Blinds	\$10.00

Purchase & Installation of Curtain Rods	Per window	\$6.00
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Drip Pans for Range:

Large	\$6.00
Small	\$5.00

FOR DISPOSAL OF FURNITURE, MATTRESSES, AIR CONDITIONERS OR ANY OTHER LARGE ITEMS, PLEASE CALL THE TOWN OF BRISTOL FOR PICK UP DIRECTIONS

22. PET POLICY

These Pet Rules are applicable to all tenants of the Town of Bristol Housing Authority ("BHA") residing in or proposed to reside in an apartment unit (a "Unit") in BHA's complex known as Benjamin Church Manor (the "Complex"). For purposes of these Pet Rules a "tenant" means a person or persons who has or have signed a lease agreement (a "Lease") with BHA or has qualified and been accepted to do so and all members of the family of that person or those persons who will reside in a Unit. These Pet Rules have been promulgated to further BHA's interest in providing a decent, safe and sanitary living environment for existing and prospective tenants and in protecting and preserving the physical condition of the Complex and BHA's financial interest in the Complex. These Pet Rules are not meant to conflict with applicable state and local law or regulations; and, if a conflict might exist, such state and local law or regulations shall control. Tenants and animals in the Complex are subject to the Town of Bristol Ordinance on Animals ("Town Ordinance"). Terms used in section 1 of these Pet Rules in quotation marks are terms that are defined in the Town Ordinance and tenant pet owners are encouraged to review the Town Ordinance.

These Pet Rules are not applicable to animals that are used to assist persons with disabilities, whether such animals will or do reside with tenants or are with people who are visiting a tenant in the Complex. Tenants with a disabled family member using an animal for assistance must qualify for this exclusion by certifying to BHA in writing that the tenant is a person with a disability; that the animal has been trained to assist persons with the specific disability; and that the animal assists the person with the disability. The use of an animal to assist a person with a disability may be regulated by (i) state and/or local laws or regulations; and/or by (ii) by the provisions of the Lease in respect to such matters as damage to the Unit or Complex.

1. Permissible Pets. BHA has determined that the following are common household pets which are permissible for residence with tenants in Units, so long as they are kept for pleasure and not for commercial purposes; no other pets are allowed and the care and/or feeding of stray or wild animals (including birds) is not allowed within the Complex: a. EITHER one dog not exceeding twenty pounds in weight and twelve inches in height when full grown, which dog is of a breed generally considered appropriate for living in a small apartment in a multi-family facility, and which dog is not a "vicious dog" or a "barking dog"; OR one "domestic cat", i.e., not a "feral cat"; b. Tropical fish in an aquarium not exceeding twenty gallons in capacity which is sealed against leakage; and c. A turtle, the shell of which does not exceed six inches in diameter, is contained in an enclosure.

2. Conditions of Initial and Renewal Permission.

a. **General Conditions.** Before permission to maintain pets is granted to tenants by BHA, tenants must satisfy certain conditions and, for tenants desiring to maintain a dog or cat, must provide a pet deposit (see subparagraph b below). Written permission from BHA to maintain a pet must be obtained before a pet is brought into a Unit. Before each renewal date of a tenant's Lease, the tenant must request a renewed written permission for a pet. If a tenant fails to obtain, or BHA declines to grant, renewed permission by the renewal date of the tenant's Lease, the pet must be removed from the Unit permanently. Permission or renewed permission may be denied by BHA if it determines that the pet does not qualify under these Pet Rules and/or that the tenant or pet has not complied with these Pet Rules. Conditions to initial and renewed permission to maintain a pet are: (1) Dogs and cats must be licensed by the Town of Bristol and a copy of the license delivered to BHA; and such licenses must be renewed annually and a copy of each renewal license delivered to BHA; (2) Dogs and cats must have been vaccinated or immunized as required by the Town Ordinance, and such vaccination or immunization must be continued throughout residency in the Complex as required by the Town Ordinance and copies of certificates thereof must be provided to BHA as obtained and with each permission renewal request; (3) Tenants must give written notice to BHA of their Responsible Parties, as provided below in section 4, initially and with each permission renewal request; and (4) Tenant pet owners and their pets must be and have been, throughout the period since the last permission was granted, in compliance with the provisions of these Pet Rules.

b. **Pet Deposit.** A tenant who intends to maintain a cat or dog shall pay a pet deposit to BHA. Such pet deposit is in addition to any other financial obligations generally imposed on tenants under the Lease and these Pet Rules. BHA may use the pet deposit only to pay reasonable expenses generally attributable to the presence of the pet in the

Resident Policy Handbook

Complex, including, without limitation, the costs of repairs and replacements to and fumigation of the tenant's Unit and repairs to any other element of the Complex. The unused portion of a pet deposit, if any, shall be refunded to a tenant within a reasonable time after the tenant moves from the Complex or no longer maintains a pet in the Unit. The pet deposit will be equal to the lower of \$150 or the Total Tenant Payment (i.e. the rent) for one month for the tenant pet owner (as of the time the pet is first brought into the Unit). The pet deposit shall be paid via a down payment of \$50 to be made prior to the pet being brought into the Unit, with monthly payments thereafter to be made with rent payments in the amount of \$10 (or, for the last such payment, any lesser amount than due) until the full pet deposit has been paid. If BHA expends any portion or all of the pet deposit for any allowed expenses, the tenant must immediately replenish the pet deposit upon receipt of written notice from BHA of the reason for the use of the pet deposit and the amount due.

c. BHA may deny permission to maintain or retain a pet if (i) the pet does not meet the criteria set forth above; (ii) the keeping of the pet would violate any of these Pet Rules; (iii) the tenant has failed to provide all required information and documents; or (iv) BHA reasonably determines, based on the tenant's habits and practices, that the tenant will be, is or shall be unable to keep the pet in compliance with the Pet Rules and the tenant's obligations under the Lease, and the pet's temperament may be considered by BHA as a factor in making such determination. Should BHA decline to permit a pet, initially or at renewal, it will send written notice of such declination to the tenant in the manner for serving notice set forth in subparagraph 5a below.

3. **Behavioral Rules.** Tenants maintaining dogs or cats must comply with the following rules.

a. Pets shall be kept inside Units except when being walked and must be kept on a leash of no more than ten feet in length whenever outside the Unit. Pets may pass through building common areas but may not remain in common areas. Pets are not allowed in the building housing the BHA office, laundry rooms or social rooms.

b. Resident's visitors are not permitted to bring their pet onto the BCM property.

c. Tenants with pets agree that when a pet's conduct or condition is duly determined to constitute, under applicable state or local law, a nuisance or a threat to the health or safety of other tenants in the Complex or other Bristol residents, BHA or the local authority may require the removal of the pet from the Complex. All tenants with pets must comply with applicable state and local laws and regulations, including the Town Ordinance, at all times and are subject to the enforcement rights of state and local authorities.

d. Pet waste in exterior areas of the Complex must be picked up and placed in a sealed or tied plastic bag and immediately deposited in trash bins. Tenants with cats must have litter boxes in their Units. Cat waste must be removed from the litter boxes daily and separately sealed for trash disposal. Litter must be replaced at least weekly and used litter must be contained in plastic bags and deposited in trash bins.

e. Units must be kept free of pet odors, in a sanitary condition and free from decaying food, dirt, fur, stagnant water and fecal matter.

f. Tenants shall not keep any dogs, which by habitual howling, yelping or barking disturbs the quiet of any other tenants in the Complex or other Bristol residents.

g. Tenants shall not keep pets which disturb other tenants or other Bristol residents in any manner, including by offensive odors, noise, or by scratching, biting or threatening to do so.

h. Tenants shall not alter their Units in any way to create pet enclosures.

i. Tenants shall not allow pets to damage any portion of the Unit or Complex; and, if any such damage occurs, the tenant shall pay the cost of repair as is provided in the Lease. Similarly, in the event of fleas or other insect infestation caused by a pet resulting in the need to fumigate the Unit or any portion of the Complex, the tenant shall be responsible for the cost of such fumigation.

j. Unspayed female dogs must be confined in the Unit while in heat, except for being walked solely for purposes of sanitation, and then only when on a leash held by an adult with the ability to control the dog.

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4. **Responsible Parties.** Each tenant maintaining a pet must provide to BHA in writing, initially and with each permission renewal request as provided above, the name, address and phone number of one or more individuals who will care for the tenant's pet ("Responsible Party" or "Responsible Parties") if the tenant dies, is incapacitated or is otherwise unable to care for the pet and the health or safety of the pet is threatened. In any such event, BHA will contact the Responsible Party and request that the Responsible Party care for the pet. If the Responsible Party fails to do so or cannot be reached, or in emergency situations requiring more immediate action, BHA may contact the Bristol authorities to request that action be taken in respect of the pet.

5. **Pet Rule Violation Procedures.** If BHA determines on the basis of objective facts supported by written statements that a tenant pet owner has violated a rule governing the owning or keeping of pets, the following procedure shall be followed; except that, notwithstanding the foregoing, (i) BHA and the appropriate Bristol authorities may require the removal of a pet from the Complex if the pet's conduct or condition is duly determined to constitute, under the provisions of state or local law, a nuisance or a threat to the health or safety of occupants in the Complex or other Bristol residents; and/or (ii) BHA may decline to grant permission for a pet as provided above, in which case the pet may not be brought into the Unit; and/or (iii) BHA may decline to grant continued permission for a pet as provided above because the pet is not or no longer is a permissible pet under section 1 of these pet Rules or does not satisfy the conditions of section 2 of these Pet Rules. In such instances, BHA need not follow these procedures.

a. BHA may serve a written notice of a violation of these Pet Rules on the pet owner by first class mail properly stamped and addressed to the tenant at the Unit with a proper return address or by serving a copy of the notice on any adult answering the door at the tenant's Unit or, if no adult responds, by placing the notice under or through the door, if possible, or else by attaching the notice to the door. Such service is effective on the day the notice is mailed, delivered or posted. The notice of violation must contain a brief statement of the factual basis for the determination and the Pet Rule or Rules alleged to be violated; must state that the pet owner has ten days from the effective date of service of the notice to correct the violation (including in appropriate circumstances, removal of the pet) or to make a written request for a meeting to discuss the violation; must state that the pet owner is entitled to be accompanied by another person of his or her choice at the meeting; and must state that the pet owner's failure to correct the violation, to request a hearing or to appear at the requested meeting may result in initiation of procedures to terminate the pet owner's tenancy.

b. If the pet owner makes a timely request for a meeting to discuss an alleged pet rule violation, BHA shall establish a mutually agreeable time and place for the meeting but not later than fifteen days from the effective date of service of the notice (unless BHA agrees to a later date). At the Pet Rule violation meeting, the pet owner and BHA shall discuss any alleged Pet Rule violation and attempt to correct it. BHA may, as a result of the meeting, give the pet owner additional time to correct the violation.

c. If BHA and the pet owner are unable to resolve the Pet Rule violation at the meeting or if BHA determines that the pet owner has failed to correct the Pet Rule violation within any additional time provided for that purpose under subparagraph b above, BHA may serve a written notice on the pet owner (in the same manner as is set forth above in subparagraph a for service of notice, or at the meeting if appropriate) requiring the pet owner to remove the pet. Such notice must contain a brief statement of the factual basis for the determination and the Pet Rule or Rules that have been violated; must state that the pet owner must remove the pet within ten days of the effective date of service of the notice of pet removal (or the date of the meeting, if notice is served at the meeting); and must state that failure to remove the pet may result in initiation of procedures to terminate the pet owner's tenancy.

23. HEALTH AND SAFETY



Emergency Pull Cord

The cord is in the bathroom of your unit and is intended to be long so it can reach the floor. This is so that in the event you fall, you can reach the cord and call for help. Some Residents tie up the cord in a ball so it does not look messy; however, this will NOT help you in an emergency.

Please be sure your cord reaches the floor. If your cord is broken or missing, please call the office for a replacement.

Intercom Instructions

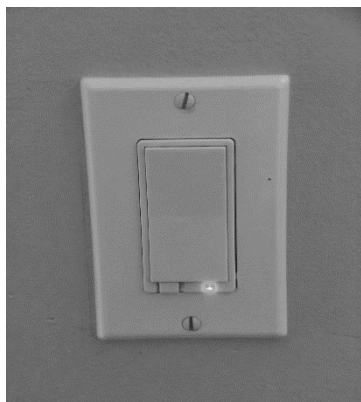


TALK..... Allows you to talk

LISTEN..... Allows you to hear the person outside who wants to be let in

DOOR.....Allows you to unlock door to building

When you hear door buzzer PRESS TALK and ask who it is; PRESS LISTEN so that the visitor can identify himself/herself. If you know person and want to let him/her in, PRESS DOOR. If you do not want to let visitor in PRESS TALK and tell person you cannot buzz person in. If he/she rings buzzer persistently **CALL POLICE at 253-6900**.



Hallway Light Switches

Please do not touch the light switches.

The lights go on and off automatically. If you turn them on, they will not shut off automatically.

24. NO SMOKING POLICY

PURPOSE:

Out of concern for the effect that second hand smoke has on those with respirators or other health related conditions, and because Environmental Tobacco Smoke can migrate between unit in multifamily housing, causing respiratory illness, heart disease, cancer and other adverse health effects, The Town of Bristol Housing Authority (BHA) Board of Commissioners has declared that Benjamin Church Manor located at 1014 Hope Street, Bristol, Rhode Island, will be designated as Smoke Free with the exception of identified smoking areas, see map posted on bulletin board in each building. The parties intend to mitigate (a) the known health effects of secondhand smoke, as well as the irritation it can cause; (b) the increased costs of maintenance and cleaning resulting from smoking; (c) the risk of fire associated with smoking; and (d) the increased costs of fire insurance for a non-smoke free building. Tenants and all members of tenant's family or household are parties to a written lease with the landlord (lease.) All residents, guests, employees, contractors and business invitees must abide by the following rules and regulations.

DEFINITIONS:

Smoking means inhaling, exhaling, breathing or carrying any lighted or heated cigarette, cigar, or other tobacco product or plant product in any manner or form. The term smoking also includes the use of electronic cigarettes.

Electronic cigarettes mean any electronic device that provides vapor derived from liquid nicotine and/or other substance to the user while simulating smoking. This term shall also include these devices whether manufactured or referred to as e-cigarette, e-cigar, e-pipe or under any product name.

Water Pipes or Hookah refer to devices for smoking that use charcoal or coal to heat tobacco and draw smoke through water and hose.

REGULATION OF SMOKING (INDOOR AND OUTDOOR):

The tenants, tenants' household members, and their guests will not smoke anywhere in the apartment or on the grounds except for in the designated smoking areas. This includes all common areas and/or adjoining grounds of that building and other areas of the rental community. Tenants will not permit any guests or visitors under the control of the tenant to smoke in these areas. Smoking is only permitted in designated areas which are posted on the bulletin boards in every building.

Other plant based or synthetic products including marijuana, otherwise prohibited by the federal government, are not permitted anywhere in or on the premises. BHA does however reserve the right to revoke this provision of designated smoking areas at any time if it is determined that smoking in that area poses a safety hazard, increases insurance liability, or contradicts regulation or policy published after this policy is instituted.

Contractors and vendors of the Bristol Housing Authority or its residents are not allowed to smoke anywhere on the premises. They must use sidewalks or off-property areas.

All smoking waste or litter is to be disposed of by the person smoking. Dedicated receptacles are provided, and it is mandatory that these be used for the disposal of extinguished cigarettes, cigars and pipe tobacco remains to avoid a fire hazard.

Tenant Duties as to Promotion of No-Smoking Policy, Report of Violation and Responsibility for Damage includes the tenant's responsibility to inform tenant's guests of the no-smoking policy. Tenant also has the responsibility of giving landlord prompt written statement of any incident where tobacco smoke is migrating into tenant's unit from sources outside tenant's unit.

Tenants will be financially responsible for damages incurred by tenant and/or tenant's guest(s). If direct or indirect property damage or personal injury occurs because of a tenant or tenant's guest(s) violation of the No-Smoking Policy, tenant will be financially responsible to pay for this damage.

Landlord Duties to Promote No Smoking Policy include the posting of no-smoking signs at entrances, exits, hallways, common areas, etc. Landlord will also post the designated area(s) where smoking will be permitted.

Other Tenants are Third party Beneficiaries of Tenant's Agreement in that the Tenant agrees that the other tenants of the BHA are the third-party beneficiaries of tenant's smoke free addendum agreements with landlord (meaning the Tenant's commitments in this Addendum are made to the other Tenants as well as to Landlord.) A tenant may sue another tenant for an injunction to prohibit smoking or for damages but does not have the right to evict another tenant. Any suit between tenants shall not create a presumption that the landlord breached this addendum.

Effect of Breach and Right to Terminate Lease: The first and second violation of this smoke free policy will result in a written warning. The third violation will be considered a material breach of this policy. A material breach of the policy shall be a material breach of the lease and grounds for immediate termination of the lease by BHA.

DISCLAIMER:

Landlord is Not a Guarantor of Smoke-Free Environment. Tenant acknowledges that the landlord's adoption of a smoke free living environment and the efforts to designate the rental complex as smoke free, does not in any way change the standard of care that BHA would have to a tenant household to render buildings and premises designated as smoke free any safer, more habitable, or improved in terms of air quality standards than any other premises, nor make the landlord or any of its managing agents the guarantor of tenant's health or of the smoke-free condition of the tenant's unit and common areas. BHA cannot warrant or promise that the rental premises or common areas will be free from secondhand smoke. Residents acknowledge the BHA's ability to police, monitor, and enforce the agreements of this policy is dependent in significant part on voluntary compliance by residents and residents' guests. Residents with respiratory ailments, allergies or any other physical or mental condition related to smoke are put on notice that BHA does not assume any higher duty of care to enforce this policy than any other BHA obligation under the lease. BHA will, however, take reasonable steps to enforce the smoke-free terms of its lease and to make the complex smoke free. Landlord is not required to take steps in response to smoking unless landlord has been given written notice of said smoking.

25. Grievance Procedure

a. General Statement

The Town of Bristol Housing Authority ("Landlord") is a public housing authority constituted under the rules and regulations ("HUD Regulations") of the United States Department of Housing and Urban Development ("HUD"). Landlord owns, operates, manages and maintains federally aided properties in a complex known as Benjamin Church Manor (the "Complex") for Low, Very Low and Extremely Low-Income elderly persons and their families. HUD Regulations control in respect to the operation of the Complex and mandate the establishment and implementation by Landlord, as a public housing authority, of Grievance Procedures, **to assure that each tenant is afforded an opportunity for a hearing if the tenant disputes within a reasonable time any action or failure to act by Landlord involving the tenant's lease or any of Landlord's regulations which adversely affect the individual tenant's rights, duties, welfare or status.** Any such dispute is a "Grievance" hereunder.

Individuals who reside in units in the Complex ("Units") are "Tenants" if they have executed a Dwelling Unit Lease ("Lease") with Landlord or are members of the household of Tenants or are the remaining head of household of the tenant family, all of whom may be complainants. Terms that are defined in the Lease shall have the same meanings for these Grievance Procedures ("Grievance Procedure") unless such terms are otherwise defined herein. This Grievance Procedure shall be interpreted in all respects to comply with the HUD Regulations.

b. Applicability of Grievance Procedure

The Grievance Procedure applies to individual Grievances, but does not apply: (a) to disputes between or among tenants not involving Landlord; (b) to class grievances (i.e. grievances of a group of tenants to effect policy changes from Landlord's Board of Commissioners); or (c) to Grievances concerning a termination of tenancy or eviction that involves (1) any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents in the Complex or employees of Landlord; (2) any violent or drug-related criminal activity on or off the Complex property; and/or (3) any criminal activity that resulted in the felony conviction of a Tenant or a household member of a Tenant. In respect to the circumstances described in subsection (c) above, Landlord may evict the occupants of a Unit through the judicial procedure without allowing a tenant complainant to proceed through the Grievance Procedure.

c. Step One - Informal Settlement

Any complainant desiring to use the Grievance Procedure shall initially present his or her Grievance (either in writing or orally) to Landlord at its office (preferably by notifying Landlord's Executive Director). Landlord's representative will meet with the complainant to informally discuss the Grievance and attempt to settle the issue without a hearing. Within a reasonable time after such meeting, Landlord will prepare a written summary of the discussion, a copy of which shall be delivered to the complainant and a copy of which shall be retained in Landlord's tenant file. The summary shall specify the names of the participants, dates of meetings, the nature of the proposed disposition of the Grievance and the specific reasons therefor; and shall specify the procedures by which the complainant may obtain a hearing on the subject issues if the complainant is not satisfied with the proposed disposition, which procedures are set forth below.

d. Step Two – Procedures to Obtain a Hearing

Any complainant shall submit to Landlord a written request for a hearing within a reasonable time (which Landlord has determined as being within twenty calendar days) after the complainant has received the summary of the informal meeting. Such written request for a hearing shall specify the reasons for the Grievance and the action or relief sought by the complainant.

The complainant must have presented his or her Grievance at an informal meeting, as provided in section 3 above, as a condition precedent to any request for a hearing; provided that such requirement may be waived by the Hearing Officer if the Hearing Officer determines that the complainant has shown good cause for his or her failure to fulfill such requirement.

If the complainant has requested a hearing for any Grievance involving the amount of rent that Landlord claims is due, the tenant family must pay an escrow deposit to Landlord prior to any hearing being scheduled. The amount of the escrow deposit is the amount of rent Landlord states is due and payable as of the first day of the month preceding the month in which the tenant family's act or failure to act took place. Thereafter, during the hearing process, the tenant family must deposit the same amount in escrow on the first day of each month until the Grievance is resolved by decision of the Hearing Officer. Landlord must waive the escrow requirement under certain HUD Regulations, i.e., those relating to (a) the financial hardship exemption from minimum rent requirements, and (b) the effect of welfare benefits reduction in calculating family income; but, unless such waivers apply, the tenant family's failure to make and continue the escrow deposits will terminate the grievance proceedings.

If the complainant does not request a hearing as provided above or fails to make the initial escrow deposit as provided above, Landlord's disposition of the Grievance after the informal meeting shall become final.

e. Step Three – Selection of Hearing Officer

Grievance hearings are conducted by an impartial person (a hearing officer) or impartial persons (a hearing panel) appointed by Landlord (referred to herein as the "Hearing Officer"). A Hearing Officer will be appointed by Landlord when a Grievance is filed by a complainant. Hearing Officers will not be persons who made or approved the action or inactions of Landlord which is the subject of the Grievance, nor any subordinate of any such person. Hearing Officers must be individuals who have no knowledge of the facts relevant to the Grievance prior to any hearing but shall be individuals with knowledge of applicable landlord/tenant law and/or of applicable HUD Regulations. Hearing Officers may be attorneys.

f. Step Four – Schedule of Hearings

When a complainant has complied with the requirements set forth in section 4 hereof and a Hearing Officer has been appointed, the Hearing Officer will promptly schedule a Hearing at a time and place reasonably convenient to both the complainant and Landlord. A written notification specifying the time, place and procedures governing the hearing (i.e., those set forth in this Grievance Procedure) shall be delivered to the complainant and the Landlord's Executive Director).

g. Step Five – Hearings Procedures

Prior to a hearing, a complainant (and his or her representative or attorney) may examine any documents, including records and regulations, of Landlord or in Landlord's possession that are directly relevant to the hearing, and may copy the same (at the complainant's expense).

No document requested by the complainant but not made available by Landlord may be relied upon by Landlord at a hearing. If the Grievance relates to a termination of tenancy or eviction, Landlord shall provide the complainant a reasonable opportunity to examine, at his or her request, such documents which are directly relevant to the termination of tenancy or eviction, and the opportunity to copy the same at his or her expense, before a Grievance hearing or court trial; and a notice of lease termination sent by Landlord shall inform Tenant of such right to examine and copy such documents. If Landlord fails to make such documents available for examination upon request by Tenant as set forth above, Landlord may not proceed with such eviction.

At the hearing, the complainant shall be afforded a fair hearing, which shall include: (a) the right to be represented by counsel or other person chosen as the complainant's representative, and to have such person make statements on the complainant's behalf; (b) the right to a private hearing unless the complainant requests a public hearing; (c) the right to present evidence and arguments in support of his or her Grievance, to controvert evidence relied on by Landlord, and to confront and cross-examine all witnesses upon whose testimony or information Landlord has relied; and (d) a decision based solely and exclusively upon the facts presented at the hearing .

A Hearing Officer may render a decision without proceeding with a hearing if the Hearing Officer determines that the issue presented has been previously decided in another proceeding.

If the complainant or Landlord fails to appear at a scheduled hearing, the Hearing Officer may decide to postpone the hearing for not to exceed five business days or may decide that the absent party has waived his, her or its right to a hearing. In that latter event, the Hearing Officer shall notify the complainant and Landlord.

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

The hearing shall be conducted informally by the Hearing Officer and oral or documentary evidence pertinent to the facts and issues raised by the grievance may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The Hearing Officer shall require Landlord, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

The complainant or Landlord may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

Landlord must provide reasonable accommodation for persons with disabilities to participate in a hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations or attendants. If the complainant is visually impaired, any notice to the complainant which is required under this Grievance Procedure must be in an accessible format.

h. Step Six – Decision of the Hearing Officer

The Hearing Officer shall prepare a written decision within a reasonable time after the conclusion of the hearing, i.e., within ten days. The Hearing Officer's decision shall include the following: (a) a statement of the underlying facts as presented at the hearing; (b) a recitation of the applicable law on which the decision is based, if appropriate; and, in any event, if the Grievance relates to the termination or non-renewal of a lease; (c) a summary of the testimony of all witnesses present at the hearing; (d) a statement of credibility in which the Hearing Officer discusses the testimony of the witnesses; (e) application of the evidence to the appropriate law, HUD Regulation and/or lease provision; and (f) a final conclusion stating the reasons for the decision and, in the case of a termination of lease, whether such termination was proper.

A copy of the Hearing Officer's decision shall be delivered to the complainant and Landlord. Landlord shall retain a copy of the decision in the complainant's file. A copy of the decision with all names and identifying references deleted shall also be maintained on file by Landlord and made available for inspection by any prospective complainant, a representative of a prospective complainant or Hearing Officer.

The Hearing Officer's decision shall be binding on Landlord, which shall take all actions or refrain from any actions necessary to carry out the decision unless Landlord's Board of Commissioners determines within a reasonable time and promptly notifies the complainant of its determination that: (a) the Grievance does not concern public housing authority action or failure to act in accordance with or involving the complainant's Lease or Landlord's regulations which adversely affect the complainant's rights, duties, welfare or status; and/or (b) the decision of the Hearing Officer is contrary to applicable federal, state or local law, HUD Regulations or requirements of the annual contributions contract between HUD and Landlord.

i. Grievance Procedure Not a Waiver

The failure of a complainant to request a hearing after a decision by Landlord after an informal meeting; or the determination by a Hearing Officer that a complainant has waived his or her right to a hearing by failing to appear at a scheduled hearing; or a decision by the Hearing Officer or Landlord's Board of Commissioners in favor of Landlord or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of nor affect in any manner whatever any rights the complainant may have to a trial *de nova* or judicial review in any judicial proceeding which may thereafter be brought by complainant in the matter.

25. Hearing Procedure

Procedure to Obtain a Hearing

If the complainant is dissatisfied with the final results of the informal hearing, he or she may submit a written request for a formal hearing to management within twenty (20) calendar days after receiving the Summary of Discussion.

The written request for a hearing must specify:

- a. Reason(s) for the grievance
- b. Action or relief sought

A receipt signed by the complainant, or a return receipt for delivery of Registered or Certified Mail; whether or not signed, will be sufficient proof to establish time of delivery for the Summary of Discussion.

Failure to Request a Hearing

If the complainant does not request a hearing within twenty (20) calendar days following the date of the Summary of Discussion the Housing Authority's decision on the grievance as stated in the Summary of Discussion becomes final and effective as of the Housing Authority's close of business on the fifth workingday.

Such failure to request a hearing does not stop the complainant's right to contest the Housing Authority's decision in a court hearing.

Hearing Involving Amount of Rent

Before a hearing can be scheduled in a grievance involving the amount of rent which the Housing Authority claims is due, the complainant will pay to the Authority the full amount calculated by the Authority as the rent due and payable as of the first of the month preceding the month in which the grievance occurred. The complainant will pay the Authority the full amount into an escrow account monthly until the complaint is resolved by decision of the Hearing Officer. Failure to make these rental payments shall result in termination of the grievance process. Failure to make such rental payments will not prohibit the complainant from acting against the Housing Authority in a court proceeding.

Schedule of Hearings

If the complainant has met the informal hearing requirements, properly requested a formal hearing, and made the necessary rental payments to the Authority and to the Escrow account, the following will take place:

- a. A hearing will be promptly scheduled by the Hearing Officer.
- b. A hearing will be scheduled for a time and place reasonably convenient to both the complainant and the Housing Authority.
- c. Written notification shall be delivered to the complainant and appropriate Authority officials, by Registered or Certified mail, or delivered promptly with a signed receipt notice. The written notification shall specify:
 1. Time of Hearing
 2. Place of Hearing
 3. Procedures governing Hearing
- d. Receipts signed by the complainant or the Authority official or return receipts for delivery of Registered or certified mail, whether signed or not will be sufficient to establish delivery.

Failure to Appear at the Hearing

1. Failure of either party to appear at the Hearing enables the Hearing Officer to determine either to postpone the Hearing for a period not to exceed five (5) business days or that the non-appearing party has waived its right to a Hearing. Fifteen (15) minutes of no show shall be considered a default.
2. The complainant and the Authority will both be notified in writing of the determination and/or decision by the Hearing Officer.
3. Failure of the complainant to appear at the Hearing does not prohibit the complainant from proceeding with his or her right to argue the case in an appropriate court of law.

Procedures Governing the Hearing

- A. The Hearing shall be held before a Hearing Officer.
- B. The Complaint and the Authority shall be afforded a fair Hearing providing the basic safeguards of due process which shall include:
 - 1. The opportunity to examine before and during the hearing and at the expense of the complainant to copy all documents, records and regulations of the Housing Authority that are relevant to the hearing;
 - 2. The right to be represented by counsel or another person duly chosen as his or her representative;
 - 3. The right to a public hearing unless the complainant requests a private hearing.
 - 4. The right to present evidence and arguments in support of his or her complaint, to object to irrelevant evidence and request that such evidence not be included and to confront and cross examine all witnesses on whose testimony or information the Authority relies; and
 - 5. A decision based solely and exclusively upon the facts presented at the Hearing.
- C. The Hearing Officer may render a decision without proceeding with the Hearing if the Hearing Officer Determines that the issue has been previously decided in another proceeding.
- D. At the Hearing, the complainant must first make showing of an entitlement to the relief sought and, thereafter, the Housing Authority must sustain the burden of justifying the Authority action or failure to act against which the complaint is directed.
- E. The hearing shall be conducted informally by the Hearing Officer and oral or documentary evidence pertinent to the facts and issues raised by the complainant may be received without regard to acceptance under the rules of evidence applicable to judicial proceedings.
- F. The Hearing Officer shall require the Authority, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion.
- G. Failure to comply with the directions of the Hearing Officer to obtain order may result in removal of the offending party from the proceedings, termination of the hearing or the entry of a judgement by default against the offending party.
- H. The complainant or the Authority may arrange, in advance and at the expense of the party making such a request, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

Decision of Hearing Officer

- A. The Hearing Officer shall prepare a written decision, together with the reasons, within ten (10) working days after the Hearing.
- B. Copy of the decision will be sent to the complainant and the Housing Authority at the same time.
- C. The Authority will retain a copy of the decision in the resident file.
- D. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by the Housing Authority and made available for inspection by a prospective complainant, their representative or the Hearing Officer.
- E. The Board of Commissioners of the Housing Authority shall have the right to accept the decision of the Hearing Officer. However, the Board shall have the authority to reverse any decision of the

Hearing Officer within thirty (30) days and shall promptly notify the complainant of its determination when:

1. Grievance does not concern an act or failure to act on the part of the Housing Authority which adversely affects the complainant's lease, or the Housing Authority regulations, rights, duties, welfare, or status.
2. The decision of the Hearing Officer is contrary to applicable Federal, State, or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and the Housing Authority.

Eviction Actions in Grievances Involving Lease Termination

- A. If a resident has requested a hearing on a complaint involving a Housing Authority notice of termination and the Hearing Officer upholds the Authority's action to terminate tenancy, the Authority shall not commence an eviction action in a state or local court until it has served a notice to vacate on the resident.
- B. In no event shall the notice to vacate be issued prior to the decision of Hearing Officer having been mailed or delivered to the complainant.
- C. Such notice to vacate must be in writing and specify that if the resident fails to quit the premises within the appropriately authorized period, or on the termination date stated in the notice termination, whichever is later, appropriate action will be brought against him or her and he or she may be required to pay court costs and attorney's fees.

26. HUD Brochures

DEBTS OWED TO PUBLIC HOUSING AGENCIES AND TERMINATIONS

The U.S. Department of Housing and Urban Development maintains a national repository of debts owed to Public Housing Agencies (PHAs) or Section 8 landlords and adverse information of former participants who have voluntarily or involuntarily terminated participation in one of the above-listed HUD rental assistance programs. This information is maintained within HUD's Enterprise Income Verification (EIV) system, which is used by Public Housing Agencies (PHAs) and their management agents to verify employment and income information of program participants, as well as to reduce administrative and rental assistance payment errors. The EIV system is designed to assist PHAs and HUD in ensuring that families are eligible to participate in HUD rental assistance programs and determining the correct amount of rental assistance a family is eligible for. All PHAs are required to use this system in accordance with HUD regulations at 24 CFR 5.233.

HUD requires PHAs, which administer the above-listed rental housing programs, to report certain information at the conclusion of your participation in a HUD rental assistance program. This notice provides you with information on what information the PHA is required to provide HUD, who will have access to this information, how this information is used and your rights. PHAs are required to provide this notice to all applicants and program participants, and you are required to acknowledge receipt of this notice by signing page 2. Each adult household member must sign this form.

What information about you and your tenancy does HUD collect from the PHA?

The following information is collected about each member of your household (family composition): full name, date of birth, and Social Security Number.

The following adverse information is collected once your participation in the housing program has ended, whether you voluntarily or involuntarily move out of an assisted unit:

1. Amount of any balance you owe the PHA or Section 8 landlord (up to \$500,000) and explanation for balance owed [i.e. unpaid rent, retroactive rent (due to unreported income and/ or change in family composition) or other charges such as damages, utility charges, etc.]; and
2. Whether or not you have entered into a repayment agreement for the amount that you owe the PHA; and
3. Whether or not you have defaulted on a repayment agreement; and
4. Whether or not the PHA has obtained a judgment against you; and
5. Whether or not you have filed for bankruptcy; and

The negative reason(s) for your end of participation or any negative status (i.e., abandoned unit, fraud, lease violations, criminal activity, etc.,) as of the end of participation date.

Who will have access to the information collected?

This information will be available to HUD employees, PHA employees, and contractors of HUD and PHAs.

How will this information be used?

PHAs will have access to this information during the time of application for rental assistance and reexamination of family income and composition for existing participants. PHAs will be able to access this information to determine a family's suitability for initial or continued rental assistance and avoid providing limited Federal housing assistance to families who have previously been unable to comply with HUD program requirements.

If the reported information is accurate, a PHA may terminate your current rental assistance and deny your future request for HUD rental assistance, subject to PHA policy.

How long is the debt owed and termination information maintained in EIV?

Debt owed and termination information will be maintained in EIV for a period of up to ten (10) years from the end of participation date or such other period consistent with State Law.

What are my rights?

In accordance with the Federal Privacy Act of 1974, as amended (5 USC 552a) and HUD regulations pertaining to its implementation of the Federal Privacy Act of 1974 (24 CFR Part 16), you have the following rights:

1. To have access to your records maintained by HUD, subject to 24 CFR Part 16.
2. To have an administrative review of HUD's initial denial of your request to have access to your records maintained by HUD.
3. To have incorrect information in your record corrected upon written request.
4. To file an appeal, request of an initial adverse determination on correction or amendment of record request within 30 calendar days after the issuance of the written denial.
5. To have your record disclosed to a third party upon receipt of your written and signed request.

What do I do if I dispute the debt or termination information reported about me?

If you disagree with the reported information, you should contact in writing the PHA who has reported this information about you. The PHA's name, address, and telephone numbers are listed on the Debts Owed and Termination Report.

You have a right to request and obtain a copy of this report from the PHA. Inform the PHA why you dispute the information and provide any documentation that supports your dispute. HUD's record retention policies at 24 CFR Part 908 and 24 CFR Part 982 provide that the PHA may destroy your records three years from the date your participation in the program ends. To ensure the availability of your records, disputes of the original debt or termination information must be made within three years from the end of participation date; otherwise, the debt and termination information will be presumed correct. Only the PHA who reported the adverse information about you can delete or correct your record.

Your filing of bankruptcy will not result in the removal of debt owed or termination information from HUD's EIV system. However, if you have included this debt in your bankruptcy filing and/or this debt has been discharged by the bankruptcy court, your record will be updated to include the bankruptcy indicator, when you provide the PHA with documentation of your bankruptcy status.

The PHA will notify you in writing of its action regarding your dispute within 30 days of receiving your written dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record. If the PHA determines that the disputed information is correct, the PHA will provide an explanation as to why the information is correct.

U.S. Department of Housing and Urban Development

FACT SHEET **“How Your Rent Is Determined”**

For Public Housing And
Housing Choice Voucher Programs
Office of Public and Indian Housing
November, 2002

This Fact Sheet is a general guide to inform the Public Housing Agency (PHA) and HUD assisted residents of the responsibilities and rights regarding income disclosure and verification. Since some of the requirements vary by program, residents should consult their PHA to determine the specific policies that apply.

Why Determining Income and Family Payment Correctly is Important

The Department of Housing and Urban Development's studies show that many resident families pay the incorrect amount of rent. The main causes of this problem are:

- Under-reporting of income by resident families, and
- PHAs not granting exclusions and deductions to which resident families are entitled.

PHAs and residents all have a responsibility in ensuring that the correct family payment is paid. Paying the correct amount eliminates fraud, waste, and abuse.

PHAs' Responsibilities:

- Obtain accurate income information
- Verify residents' income
- Ensure that residents receive the exclusions and deductions to which they are entitled
- Accurately calculate family payment
- Recalculate family payment when changes in family composition and income are reported between annual recertifications (in accordance with PHA policy)
- In Public Housing, execute a lease with the tenant
- In the Housing Choice Voucher program, provide a copy of the required lease language
- Provide tenant a copy of PHA determination of income and family payment
- Provide information on PHA policies upon request
- Notify residents of any changes in requirements or practices for reporting income or determining family payment
- Terminate tenancy for grounds allowed by federal law

Residents' Responsibilities:

- Provide accurate information on family composition
- Report all income at admission and annually (or as required by PHA policy)
- Keep copies of papers, forms, and receipts which document income and expenses
- Report changes in family composition and income between annual recertifications (in accordance with Public Housing and Housing Choice Voucher PHA policy)
- Sign consent for income verification and criminal history checks
- Comply with lease and House Rules

What is Total Income?

A family's income before any taxes or other exclusions or deductions have been taken out of it.

What is Annual Income?

Total Income – Income Exclusions = Annual Income

What is Adjusted Income?

Annual Income – Allowable Income Deductions = Adjusted Income between annual recertifications (in accordance with Public Housing and Housing Choice Voucher PHA policy)

- Sign consent for income verification and criminal history checks
- Comply with lease and House Rules

Family Payment (Total Tenant Payment)

The amount of rent a family will pay is the highest of the following amounts:

- 30% of the family's monthly adjusted income;
- 10% of the family's monthly income;
- Welfare rent (in States where applicable); or
- Minimum Rent (\$0 - \$50 set by the PHA)

Annualization of Income

If it is not feasible to anticipate a level of income over a 12-month period (as in the case of seasonal or cyclic income), or the PHA believes that past income is the best available indicator of expected future income, the PHA may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

What Counts as Annual Income for Calculation of Family Payment?

Annual income means all amounts, monetary or not, which:

- Go to, or on behalf of, the family head of household or spouse (even if temporarily absent) or to any other family member; or
- Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and
- Which are not specifically excluded.
- Annual income also means amounts derived (during the 12-month period) from assets to which any member of the family has access.

Annual income includes, but is not limited to:

- The full amount, before any payroll deductions of wages and salaries, overtime pay, Commissions, fees, tips and bonuses, and other compensation for personal services;
- The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
- Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in above section.
- Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where

the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;

- The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount.
- Payments in place of earnings, such as unemployment and disability compensation, worker's compensation and severance pay.
- Welfare assistance. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of: (i) the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus (ii) the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities.
- Periodic and determinable allowances, such as Alimony and child support payments, and regular contributions or gifts received from organizations or from people not residing in the dwelling;
- All regular pay, special pay and allowances of a member of the Armed Forces.

Annual income does not include the following:

- Income from employment of children (including foster children) under the age of 18 years;
- Payments received for the care of foster children or foster adults (usually people with disabilities, unrelated to the tenant family, who are unable to live alone);
- Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses.
- Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- Income of a live-in aide, as defined in §5.403;
- The full amount of student financial assistance paid directly to the student or to the educational institution;
- The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- Amounts received under training programs funded by HUD;
- Amounts received by a person with a disability that are disregarded for a limited time purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
- Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, childcare, etc.) and which are made solely to allow participation in a specific program;
- Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the PHA or owner, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time; Incremental earnings and benefits resulting to any family member from participation in quality State or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff.

Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program;

- Temporary, nonrecurring or sporadic income (including gifts);
- Reparation payments paid by a foreign government pursuant to claims filed under the law of that government by persons who were persecuted during the Nazi era;
- Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
- Adoption assistance payments in excess of \$480 per adopted child;
- Deferred periodic amounts from supplemental security benefits that are received in a lump sum amount or in prospective monthly amounts.
- Amounts received by the family in the form of refund or rebates under State or local law for property taxes paid on the dwelling unit;
- Amounts paid by a State agency to a family with a member who has a development disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or
- Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions are set forth.

Other Income Exclusions

Federally Mandated Income Exclusions

The following statutory exclusions apply to HUD assisted and other government programs:

- The value of the allotment provided under the Food Stamp Act of 1977.
- Payments to volunteers under the Domestic Volunteer Services Act of 1973
- Payments received under the Alaska Native Claims Settlement Act (cash including cash dividends on stock received from a Native Corporation to the extent that it does not in the aggregate exceed \$2,000 per individual per year)
- Income derived from certain sub marginal land of the United States that is held in trust for certain Indian tribes
- Income Home Energy Assistance Program
- Payments received under programs funded under the Job Training Partnership Act (Workforce Investment Act of 1998)
- Income derived from the disposition of funds to the Grand River Band of Ottawa Indians. The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the U.S. Claims Court, the interests of individual Indians in trust or restricted lands, including the first \$2,000 per year of income received by individual Indians from funds derived from interests held in trust or restricted lands
- Amounts of scholarships funded under Title IV of the Higher Education Act of 1965 (including Federal Work Study program or Bureau of Indian Affairs (BIA) Student Assistance programs
- Payments received from programs funded under Title V of the Older Americans Act of 1985
- Payments received on or after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in Re Agent-product liability
- Payments received under the Maine Indian Claims Settlement Act of 1980
- The value of any childcare provided or arranged under the Child Care and Development Block Grant Act of 1990
- Earned income tax credit (EITC) refund payments received on or after January 1, 1991

- Payments by the Indian Claims Commission to the Confederated Tribes and Bands of Yakima Indian Nation or the Apache Tribe of Mescalero Reservation
- Allowances, earnings and payments to AmeriCorps participants under the National and Community Service Act of 1990
- Any allowance paid to a child suffering from spina bifida who is the child of a Vietnam veteran
- Any amount of crime victim compensation under the Victims of Crime Act
- Allowances, earnings and payments to individuals participating in programs under the Workforce Investment Act of 1998

Earned Income Disallowance for certain Public Housing Residents and Housing Choice Voucher Family members with Disabilities

Certain amounts will not be counted in determining a qualifying family's rent for a specific period of time. A qualifying family is one whose annual income increases as a result of:

- Employment of a family member who was unemployed for at least 12 months prior to employment;
- New or increased earnings during participation in an economic self-sufficiency or other job training program;
- New or increased earnings during or within 6 months after receiving Temporary Assistance to Needy Families (TANF).
- During the first 12 months after a qualified family member starts working, 100 percent of the incremental increase of that family member's income is disallowed. The incremental increase is the amount of earned income that exceeds that family member's income prior to starting work.
- In the second cumulative 12-month period after the date of first employment, 50 percent of the incremental increase in income is disallowed. Total time of benefit is limited to a lifetime 48-month period.

NOTE: For Public Housing Only, PHAs may offer to establish Individual Saving Accounts (ISA) for eligible families in place of the earned income disallowance. If offered, the family makes the choice whether or not to participate.

What are deductions from Income?

Deductions are amounts that are subtracted from a family's Annual Income to produce Adjusted Income. There are two types of deductions: mandatory and permissive.

Mandatory Deductions:

- \$480 for each member of the family (excluding head of household or spouse) who is less than 18 years of age or who is a student or person with a disability
- \$400 for any elderly family or disabled family
- The sum of the following to the extent the sum exceeds 3% of annual family income:
 - Unreimbursed medical expenses of an elderly family or disabled family
 - Unreimbursed reasonable attendant care and auxiliary apparatus expenses for disabled family member(s) to allow family member(s) to work. This deduction may not exceed the income received.
 - Any reasonable childcare expenses (children under 13 years old) necessary to enable a member of the family to be employed or to further his or her education.

Permissive Deductions (Public Housing Only):

PHAs may establish other deductions as they wish but should understand that HUD **does not** provide any additional operating subsidy and the PHA must establish a written policy for the deductions.

Other Provisions

Hardship Exceptions: PHAs must waive the minimum monthly rent requirement for any family unable to pay due to financial hardships as described in the PHA's written policies.

HUD has specified some circumstances that would constitute hardship which are:

- Switch from flat rent to income-based rent because of hardship.
- A family that is paying flat rent may at any time request a switch to payment of income-based rent (before the next annual option to select the type of rent) if the family is unable to pay flat rent because of financial hardship. The PHA must adopt written policies to determine when payment of flat rent is a financial hardship for the family.
- If the PHA determines that the family is unable to pay the flat rent because of financial hardship, the PHA must immediately allow the requested switch to income-based rent. The PHA shall make the determination within a reasonable time after the family request.
- The PHA's policies for determining when payment of a flat rent is a financial hardship must provide that financial hardship includes the following situation.
- The family has experienced a decrease in income because of changed circumstances including loss or reduction of employment, death in the family, or reduction in or loss of earnings or other assistance;
- The family has experienced an increase in expenses, because of changed circumstances, for medical costs, childcare, transportation, education, or similar items; and
- Such other situations determined by the PHA to be appropriate.

Maximum Initial Rent Burden (Housing Choice Voucher Only):

The family's share may not exceed 40% of the family's monthly adjusted income when the family initially moves into the unit or signs the first assisted lease for a unit. The maximum initial rent burden applies only when the gross rent for the unit selected exceeds the applicable payment standard.

Flat Rent (Public Housing Only):

Annually at recertification families must be offered a choice of flat rent or an income-based rent. If a family elects to pay flat rent a PHA can (if desired) recertify family income as infrequent as every three (3) years instead of annually. Family composition must be recertified annually. Flat rent is based on the market rent charged for comparable units in the private unassisted rental market and will not increase or decrease as changes in income occur. A family can request a switch to an income-based rent at any time due to financial hardship.

Welfare Sanctions:

If the welfare agency reduces the welfare payment because of fraud of a family member in connection with the welfare program or non-compliance with economic self-sufficiency requirements, the PHA must still include the amount of the reduction in the Annual Income that is used to calculate total tenant payment.

Reference Materials

Legislation:

- United States Housing Act of 1937, 42 USC 1437, et seq. as amended

Regulations:

- General HUD Program Requirements; Waivers, 24 CFR Part 5
- Admissions to, and Occupancy of, Public Housing, 24 CFR Part 960
- Section 8 Tenant-Based Assistance: Housing Choice Voucher Program, 24 CFR Part 982
- Determining Adjusted Income in HUD Programs Serving Persons with Disabilities:

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Requiring Mandatory Deductions for Certain Expenses; and Disallowance for Earned Income, 66 FR 6218, issued January 19, 2001; 24 CFR Parts 5, 92, et al. (effective April 20, 2001)

Notices:

- “Federally Mandated Income Exclusions” Notice 66 FR 4669, April 20, 2001
- “Improving Income Integrity in Public and Assisted Housing” Notice PIH 2001-15, issued May 2, 2001
- Frequently Asked Questions about the Admissions and Occupancy Rule:
http://www.hud.gov/offices/pih/phr/about/ao_faq2.cfm#2c

For Additional Information:

Contact Bristol Housing Authority at 401-253-4464. In addition, you can find information about HUD’s programs on HUD’s Internet homepage at <http://www.hud.gov> or call the Public and Indian Housing Information Resource Center at 1-800-955-2232.

APPLYING FOR HUD HOUSING ASSISTANCE?

Form HUD-1141

THINK ABOUT THIS... IS FRAUD WORTH IT?

Do You Realize...

If you commit fraud to obtain assisted housing from HUD, you could be:

- Evicted from your apartment or house.
- Required to repay all overpaid rental assistance you received.
- Fined up to \$10,000.
- Imprisoned for up to five years.
- Prohibited from receiving future assistance.
- Subject to State and local government penalties.

Do You Know...

You are committing fraud if you sign a form knowing that you provided false or misleading information. The information you provide on housing assistance application and recertification forms will be checked. The local housing agency, HUD, or the Office of Inspector General will check the income and asset information you provide with other Federal, State, or local governments and with private agencies. Certifying false information is fraud.

So Be Careful!

When you fill out your application and yearly recertification for assisted housing from HUD make sure your answers to the questions are accurate and honest. You must include: All sources of income and changes in income you or any members of your household receive, such as wages, welfare payments, social security and veterans' benefits, pensions, retirement, etc.

- Any money you receive on behalf of your children, such as child support, AFDC payments, social security for children, etc.
- Any increase in income, such as wages from a new job or an expected pay raise or bonus.
- All assets, such as bank accounts, savings bonds, certificates of deposit, stocks, real estate, etc., that are owned by you or any member of your household.
- All income from assets, such as interest from savings and checking accounts, stock dividends, etc.
- Any business or asset (your home) that you sold in the last two years at less than full value.
- The names of everyone, adults or children, relatives and non-relatives, who are living with you and make up your household.

(Important Notice for Hurricane Katrina and Hurricane Rita Evacuees: HUD's reporting requirements may be temporarily waived or suspended because of your circumstances. Contact the local housing agency before you complete the housing assistance application.)

Ask Questions

If you don't understand something on the application or recertification forms, always ask questions. It's better to be safe than sorry.

Watch Out for Housing Assistance Scams!

- Don't pay money to have someone fill out housing assistance application and recertification forms for you.
- Don't pay money to move up on a waiting list.
- Don't pay for anything that is not covered by your lease.
- Get a receipt for any money you pay.

- Get a written explanation if you are required to pay for anything other than rent (maintenance or utility charges).

Report Fraud

If you know of anyone who provided false information on a HUD housing assistance application or recertification or if anyone tells you to provide false information, report that person to the HUD Office of Inspector General Hotline. You can call the Hotline toll-free Monday through Friday, from 10:00 a.m. to 4:30 p.m., Eastern Time, at 1-800-347-3735.

You can fax information to (202) 708-4829 or e-mail it to Hotline@hudoig.gov. You can write the Hotline at:

HUD OIG Hotline, GFI
451 7th Street, SW
Washington, DC 20410



What You Should Know About EIV

A Guide for Applicants & Tenants of Public Housing & Section 8 Programs

What is EIV?

The Enterprise Income Verification (EIV) system is a web-based computer system that contains employment and income information of individuals who participate in HUD rental assistance programs. All Public Housing Agencies (PHAs) are required to use HUD's EIV system.

What information is in EIV and where does it come from?

HUD obtains information about you from your local PHA, the Social Security Administration (SSA), and U.S. Department of Health and Human Services (HHS).

HHS provides HUD with wage and employment information as reported by employers; and unemployment compensation information as reported by the State Workforce Agency (SWA).

SSA provides HUD with death, Social Security (SS) and Supplemental Security Income (SSI) information.

What is the EIV information used for?

Primarily, the information is used by PHAs (and management agents hired by PHAs) for the following purposes to:

1. Confirm your name, date of birth (DOB), and Social Security Number (SSN) with SSA.
2. Verify your reported income sources and amounts.
3. Confirm your participation in only one HUD rental assistance program.
4. Confirm if you owe an outstanding debt to any PHA.
5. Confirm any negative status if you moved out of a subsidized unit (in the past) under the Public Housing or Section 8 program.
6. Follow up with you, other adult household members, or your listed emergency contact regarding deceased household members.

EIV will alert PHA if you or anyone in your household has used a false SSN, failed to report complete and accurate information, or is receiving rental assistance at another address.

Remember, you may receive rental assistance at only one home!

EIV will also alert PHAs if you owe an outstanding debt to any PHA (in any state or U.S. territory) and any negative status when you voluntarily or involuntarily moved out of a subsidized unit under the Public Housing or Section 8 program. This information is used to determine your eligibility for rental assistance at the time of application.

The information in EIV is also used by HUD, HUD's Office of Inspector General (OIG), and auditors to ensure that your family and PHAs comply with HUD rules.

Overall, the purpose of EIV is to identify and prevent fraud within HUD rental assistance programs, so that limited taxpayer's dollars can assist as many eligible families as possible. EIV will help to improve the integrity of HUD rental assistance programs.

Is my consent required in order for information to be obtained about me?

Yes, your consent is required in order for HUD or the PHA to obtain information about you.

By law, you are required to sign one or more consent forms. When you sign a form HUD-9886 (Federal Privacy Act Notice and Authorization for Release of Information) or a PHA consent form (which meets HUD standards), you are giving HUD and the PHA your consent for them to obtain information about you for the purpose of determining your eligibility and amount of rental assistance. The information collected about you will be used only to determine your eligibility for the program, unless you consent in writing to authorize additional uses of the information by the PHA.

Note: If you or any of your adult household members refuse to sign a consent form, your request for initial or continued rental assistance may be denied. You may also be terminated from the HUD rental assistance program.

What are my responsibilities?

As a tenant (participant) of a HUD rental assistance program, you and each adult household member must disclose complete and accurate information to the PHA, including full name, SSN, and DOB; income information; and certify that your reported household composition (household members), income, and expense information is true to the best of your knowledge.

Remember, you must notify your PHA if a household member dies or moves out. You must also obtain the PHA's approval to allow additional family members or friends to move in your home **prior** to them moving in.

What are the penalties for providing false information?

Knowingly providing false, inaccurate, or incomplete information is **FRAUD** and a **CRIME**.

If you commit fraud, you and your family may be subject to any of the following penalties:

1. Eviction
2. Termination of assistance
3. Repayment of rent that you should have paid had you reported your income correctly
4. Prohibited from receiving future rental assistance for a period of up to 10 years
5. Prosecution by the local, state, or Federal prosecutor, which may result in your being fined up to \$10,000 and/or serving time in jail.

Protect yourself by following HUD reporting requirements. When completing applications and reexaminations, you must include all sources of income you or any member of your household receives.

If you have any questions on whether money received should be counted as income or how your rent is determined, **ask your PHA**. When changes occur in your household income, **contact your PHA immediately** to determine if this will affect your rental assistance.

What do I do if the EIV information is incorrect?

Sometimes the source of EIV information may make an error when submitting or reporting information about you. If you do not agree with the EIV information, let your PHA know. If necessary, your PHA will contact the source of the information directly to verify disputed income information. Below are the procedures you and the PHA should follow regarding incorrect EIV information.

Debts owed to PHAs, and termination information reported in EIV originates from the PHA who provided your assistance in the past. If you dispute this information, contact your former PHA directly in writing to dispute this information and provide any documentation that supports your dispute. If the PHA determines that the disputed information is incorrect, the PHA will update or delete the record from EIV.

Employment and wage information reported in EIV originates from the employer. If you dispute this information, contact the employer in writing to dispute and request correction of the disputed employment and/or wage information. Provide your PHA with a copy of the letter that you sent to the employer. If you are unable to get the employer to correct the information, you should contact the SWA for assistance.

Unemployment benefit information reported in EIV originates from the SWA. If you dispute this information, contact the SWA in writing to dispute and request correction of the disputed unemployment benefit information. Provide your PHA with a copy of the letter that you sent to the SWA.

Death, SS and SSI benefit information reported in EIV originates from the SSA. If you dispute this information, contact the SSA at (800) 772-1213, or visit their website at: www.socialsecurity.gov. You may need to visit your local SSA office to have disputed death information corrected.

Additional Verification. The PHA, with your consent, may submit a third-party verification form to the provider (or reporter) of your income for completion and submission to the PHA. You may also provide the PHA with third party documents (i.e. pay stubs, benefit award letters, bank statements, etc.) which you may have in your possession.

Identity Theft. Unknown EIV information to you can be a sign of identity theft. Sometimes someone else may use your SSN, either on purpose or by accident. So, if you suspect someone is using your SSN, you should check your Social Security records to ensure your income is calculated correctly (call SSA at (800) 772-1213); file an identity theft complaint with your local police department or the Federal Trade Commission (call FTC at (877) 438-4338, or you may visit their website at: <http://www.ftc.gov>). Provide your PHA with a copy of your identity theft complaint.

Where can I obtain more information on EIV and the income verification process?

Your PHA can provide you with additional information on EIV and the income verification process. You may also read more about EIV and the income verification process on HUD's Public and Indian Housing EIV web pages at: <http://www.hud.gov/offices/pih/programs/ph/rhiip/uiiv.cfm>.

The information in this Guide pertains to applicants and participants (tenants) of the following HUD-PIH rental assistance programs:

1. Public Housing (24 CFR 960); and
2. Section 8 Housing Choice Voucher (HCV), (24 CFR 982); and
3. Section 8 Moderate Rehabilitation (24 CFR 882); and
4. Project-Based Vouchers (24 CFR 983)

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NOTICE OF OCCUPANCY RIGHTS UNDER THE
VIOLENCE AGAINST WOMEN ACT
HUD-5380: Housing Rights for Victims

U.S. Department of Housing and Urban Development
OMB Approval No. 2577-0286
Expires 1/31/2028

Protections for Victims of Domestic Violence, Dating Violence, Sexual Assault or Stalking

When should I receive this form? A covered housing provider must provide a copy of the Notice of Occupancy Rights Under The Violence Against Women Act (Form HUD-5380) and the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5382) when you are admitted as a tenant, when you receive an eviction or termination notice and prior to termination of tenancy, or when you are denied as an applicant. A covered housing provider may provide these forms at additional times.

What is the Violence Against Women Act (“VAWA”)? This notice describes protections that may apply to you as an applicant or a tenant under a housing program covered by a federal law called the Violence Against Women Act (“VAWA”). VAWA provides housing protections for victims of domestic violence, dating violence, sexual assault or stalking. VAWA protections must be in leases and other program documents, as applicable. VAWA protections may be raised at any time. You do not need to know the type or name of the program you are participating in or applying to in order to seek VAWA protections.

What if I require this information in a language other than English? To read this information in Spanish or another language, please contact **Bristol Housing Authority | 1014 Hope Street | Bristol RI 02809 | (401) 253-4464**. You can read translated VAWA forms at https://www.hud.gov/program_offices/administration/hudclips/forms/hud5a#4. If you speak or read in a language other than English, your covered housing provider must give you language assistance regarding your VAWA protections (for example, oral interpretation and/or written translation).

What do the words in this notice mean?

- *VAWA violence/abuse* means one or more incidents of domestic violence, dating violence, sexual assault, or stalking.
- *Victim* means any victim of *VAWA violence/abuse*, regardless of actual or perceived sexual orientation, gender identity, sex, or marital status.
- *Affiliated person* means the tenant’s spouse, parent, sibling, or child; or any individual, tenant, or lawful occupant living in the tenant’s household; or anyone for whom the tenant acts as parent/guardian.
- *Covered housing program*¹ includes the following HUD programs:
 - Public Housing
 - Tenant-based vouchers (TBV, also known as Housing Choice Vouchers or HCV) and Project-based Vouchers (PBV) Section 8 programs
 - Section 8 Project-Based Rental Assistance (PBRA)
 - Section 8 Moderate Rehabilitation Single Room Occupancy
 - Section 202 Supportive Housing for the Elderly
 - Section 811 Supportive Housing for Persons with Disabilities
 - Section 221(d)(3)/(d)(5) Multifamily Rental Housing
 - Section 236 Multifamily Rental Housing
 - Housing Opportunities for Persons With AIDS (HOPWA) program
 - HOME Investment Partnerships (HOME) program
 - The Housing Trust Fund
 - Emergency Solutions Grants (ESG) program
 - Continuum of Care program
 - Rural Housing Stability Assistance program

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- *Covered housing provider* means the individual or entity under a covered housing program that is responsible for providing or overseeing the VAWA protection in a specific situation. The covered housing provider may be a public housing agency, project sponsor, housing owner, mortgagor, housing manager, State or local government, public agency, or a nonprofit or for-profit organization as the lessor.

What if I am an applicant under a program covered by VAWA? You can't be denied housing, housing assistance, or homeless assistance covered by VAWA just because you (or a household member) are or were a victim or just because of problems you (or a household member) had as a direct result of being or having been a victim. For example, if you have a poor rental or credit history or a criminal record, and that history or record is the direct result of you being a victim of VAWA abuse/violence, that history or record cannot be used as a reason to deny you housing or homeless assistance covered by VAWA.

What if I am a tenant under a program covered by VAWA? You cannot lose housing, housing assistance, or homeless assistance covered by VAWA or be evicted just because you (or a household member) are or were a victim of VAWA violence/abuse. You also cannot lose housing, housing assistance, or homeless assistance covered by VAWA or be evicted just because of problems that you (or a household member) have as a direct result of being or having been a victim. For example, if you are a victim of VAWA abuse/violence that directly results in repeated noise complaints and damage to the property, neither the noise complaints nor property damage can be used as a reason for evicting you from housing covered by VAWA. You also cannot be evicted or removed from housing, housing assistance, or homeless assistance covered by VAWA because of someone else's criminal actions that are directly related to VAWA abuse/violence against you, a household member, or another affiliated person.

How can tenants request an emergency transfer? Victims of VAWA violence/abuse have the right to request an emergency transfer from their current unit to another unit for safety reasons related to the VAWA violence/abuse. An emergency transfer cannot be guaranteed, but you can request an emergency transfer when:

1. You (or a household member) are a victim of VAWA violence/abuse;
2. You expressly request the emergency transfer; **AND**
3. **EITHER**
 - a. you reasonably believe that there is a threat of imminent harm from further violence, including trauma, if you (or a household member) stay in the same dwelling unit; **OR**
 - b. if you (or a house member) are a victim of sexual assault, either you reasonably believe that there is a threat of imminent harm from further violence, including trauma, if you (or a household member) were to stay in the unit, or the sexual assault occurred on the premises and you request an emergency transfer within 90 days (including holidays and weekend days) of when that assault occurred.

You can request an emergency transfer even if you are not lease compliant, for example if you owe rent. If you request an emergency transfer, your request, the information you provided to make the request, and your new unit's location must be kept strictly confidential by the covered housing provider. The covered housing provider is required to maintain a VAWA emergency transfer plan and make it available to you upon request. To request an emergency transfer or to read the covered housing provider's VAWA emergency transfer plan contact the **Bristol Housing Authority 1014 Hope Street, Bristol, RI 02809**. The VAWA emergency transfer plan includes information about what the covered housing provider does to make sure your address and other relevant information are not disclosed to your perpetrator.

Can the perpetrator be evicted or removed from my lease? Depending on your specific situation, your covered housing provider may be able to divide the lease to evict just the perpetrator. This is called "lease bifurcation."

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NOTICE OF OCCUPANCY RIGHTS UNDER THE
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HUD-5380: Housing Rights for Survivors

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<u>Covered Housing Program(s)</u>	<u>Reasonable Time for Remaining Household Members to Continue to Receive Assistance, Establish Eligibility, or Move.</u>
HOME and Housing Trust Fund, Continuum of Care Program (except for permanent supportive housing), ESG program, Section 221(d)(3) Program, Section 221(d)(5) Program, Rural Housing Stability Assistance Program	Because these programs do not provide housing or assistance based on just one person's status or characteristics, the remaining tenant(s), or family member(s) in the CoC program, can keep receiving assistance or living in the assisted housing as applicable.
Permanent supportive housing funded by the Continuum of Care Program	The remaining household member(s) can receive rental assistance until expiration of the lease that is in effect when the qualifying member is evicted.
Housing Choice Voucher, Project-based Voucher, and Public Housing programs (for Special Purpose Vouchers (e.g., HUD- VASH, FUP, FYI, etc.), see also program specific guidance)	<p>If the person removed was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.</p> <p>For HUD-VASH, if the veteran is removed, the remaining family member(s) can keep receiving assistance or living in the assisted housing as applicable. If the veteran was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days to establish program eligibility or find alternative housing.</p>
Section 202/811 PRAC and SPRAC	The remaining household member(s) must be given 90 calendar days from the date of the lease bifurcation or until the lease expires, whichever is first, to establish program eligibility or find alternative housing.
Section 202/8	<p>The remaining household member(s) must be given 90 calendar days from the date of the lease bifurcation or when the lease expires, whichever is first, to establish program eligibility or find alternative housing.</p> <p>If the person removed was the only tenant who established eligible citizenship/immigration status, the remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.</p>
Section 236 (including RAP); Project-based Section 8 and Mod Rehab/SRO	The remaining household member(s) must be given 30 calendar days from the date of the lease bifurcation to establish program eligibility or find alternative housing.
HOPWA	The remaining household member(s) must be given no less than 90 calendar days, and not more than one year, from the date of the lease bifurcation to establish program eligibility or find alternative housing. The date is set by the HOPWA Grantee or Project Sponsor.

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Are there any reasons that I can be evicted or lose assistance? VAWA does not prevent you from being evicted or losing assistance for a lease violation, program violation, or violation of other requirements that are not due to the VAWA violence/abuse committed against you or an affiliated person. However, a covered housing provider cannot be stricter with you than with other tenants, just because you or an affiliated person experienced VAWA abuse/violence. VAWA also will not prevent eviction, termination, or removal if other tenants or housing staff are shown to be in immediate, physical danger that could lead to serious bodily harm or death if you are not evicted or removed from assistance. **But only if no other action can be taken to reduce or eliminate the threat** should a covered housing provider evict you or end your assistance, if the VAWA abuse/violence happens to you or an affiliated person. A covered housing provider must provide a copy of the Notice of Occupancy Rights Under The Violence Against Women Act (Form HUD-5380) and the Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (Form HUD-5382) when you receive an eviction or termination notice and prior to termination of tenancy.

What do I need to document that I am a victim of VAWA abuse/violence? If you ask for VAWA protection, the covered housing provider may request documentation showing that you (or a household member) are a victim. BUT the covered housing provider must make this request in writing and must give you at least 14 business days (weekends and holidays do not count) to respond, and you are free to choose any one of the following:

1. A self-certification form (for example, Form-HUD 5382), which the covered housing provider must give you along with this notice. Either you can fill out the form or someone else can complete it for you;
2. A statement from a victim/survivor service provider, attorney, mental health professional or medical professional who has helped you address incidents of VAWA violence/abuse. The professional must state “under penalty of perjury” that he/she/they believes that the incidents of VAWA violence/abuse are real and covered by VAWA. Both you and the professional must sign the statement;
3. A police, administrative, or court record (such as a protective order) that shows you (or a household member) were a victim of VAWA violence/abuse; **OR**
4. If allowed by your covered housing provider, any other statement or evidence provided by you.

It is your choice which documentation to provide and the covered housing provider must accept any one of the above as documentation. The covered housing provider is prohibited from seeking additional documentation of victim status or requiring more than one of these types of documentation, unless the covered housing provider receives conflicting information about the VAWA violence/abuse.

If you do not provide one of these types of documentation by the deadline, the covered housing provider does not have to provide the VAWA protections you requested. If the documentation received by the covered housing provider contains conflicting information about the VAWA violence/abuse, the covered housing provider may require you to provide additional documentation from the list above, but the covered housing provider must give you another 30 calendar days to do so.

Will my information be kept confidential? If you share information with a covered housing provider about why you need VAWA protections, the covered housing provider must keep the information you share strictly confidential. This information should be securely and separately kept from your other tenant files. No one who works for your covered housing provider will have access to this information, unless there is a reason that specifically calls for them to access this information, your covered housing provider explicitly authorizes their access for that reason, and that authorization is consistent with applicable law.

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Your information **will not be disclosed** to anyone else or put in a database shared with anyone else, except in the following situations:

1. If you give the covered housing provider written permission to share the information for a limited time;
2. If the covered housing provider needs to use that information in an eviction proceeding or hearing; or
3. If other applicable law requires the covered housing provider to share the information.

How do other laws apply? VAWA does not limit the covered housing provider's duty to honor court orders about access to or control of the property, or civil protection orders issued to protect a victim of VAWA abuse/violence.

Additionally, VAWA does not limit the covered housing provider's duty to comply with a court order with respect to the distribution or possession of property among household members during a family break up. The covered housing provider must follow all applicable fair housing and civil rights requirements.

Can I request a reasonable accommodation? If you have a disability, your covered housing provider must provide reasonable accommodations to rules, policies, practices, or services that may be necessary to allow you to equally benefit from VAWA protections (for example, giving you more time to submit documents or assistance with filling out forms). You may request a reasonable accommodation at any time, even for the first time during an eviction. If a provider is denying a specific reasonable accommodation because it is not reasonable, your covered housing provider must first engage in the interactive process with you to identify possible alternative accommodations. To request a reasonable accommodation, please contact the **Executive Director at the Bristol Housing Authority 1014 Hope Street, Bristol, RI 02809, (401) 253-4464 ext. 14**. Your covered housing provider must also ensure effective communication with individuals with disabilities.

Have your protections under VAWA been denied? If you believe that the covered housing provider has violated these rights, you may seek help by contacting the U.S. Department of Housing and Urban Development | Office of Public Housing | Boston Regional Office | 10 Causeway Street, 5th Floor | Boston, MA 02222-1092 | Phone: (617) 994-8405 |

Email: Heather.E.Birchall@hud.gov

You can also find additional information on filing VAWA complaints at <https://www.hud.gov/VAWA> and https://www.hud.gov/program_offices/fair_housing_equal_opp/VAWA. To file a VAWA complaint, visit <https://www.hud.gov/fairhousing/fileacomplaint>.

Need further help?

For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>.

To talk with a housing advocate, contact **RI Coalition Against Domestic Violence | 641 Bald Hill Rd., Ste. 1 Warwick, RI 02886 | ricadv@ricadv.org | Tel: 401-467-9940 AND RI Legal Services | 56 Pine Street | 4th Floor | Providence, RI 02903 | (401) 274-2652**

¹ For information about non-HUD covered housing programs under VAWA, see Interagency Statement on the Violence Against Women Act's Housing Provisions at <https://www.hud.gov/sites/dfiles/PA/documents/InteragencyVAWAHousingStmnt092024.pdf>.

EMERGENCY TRANSFER PLAN FOR VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, AND STALKING

Emergency Transfers for Current Residents

Bristol Housing Authority is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In accordance with the Violence Against Women Act of 1994, as amended ("VAWA"), Bristol Housing Authority allows any tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. VAWA protections are not limited to women and are available regardless of age or actual or perceived sexual orientation, gender identity, sex, or marital status. Victims cannot be discriminated against on the basis of any protected characteristic, including race, color, national origin, religion, sex (including perceived or actual sexual orientation or gender identity), familial status, disability, or age. HUD-assisted and HUD-insured housing must also be made available to all otherwise eligible individuals and families regardless of age, or actual or perceived gender identity, sexual orientation, or marital status.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance regarding safety and security. The plan is based on Federal regulations at 24 Code of Federal Regulations (CFR) part 5, subpart L, related program regulations, and the model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD). HUD is the Federal agency that oversees that Bristol Housing Authority is in compliance with VAWA.

Definitions

- **External emergency transfer** refers to an emergency relocation of a tenant to another unit where the tenant would be categorized as a new applicant; that is, the tenant must undergo an application process in order to reside in the new unit.
- **Internal emergency transfer** refers to an emergency relocation of a tenant to another unit where the tenant would not be categorized as a new applicant; that is, the tenant may reside in the new unit without having to undergo an application process.
- **Safe unit** refers to a unit that the victim of VAWA violence/abuse believes is safe.
- **VAWA violence/abuse** means an incident or incidents of domestic violence, dating violence, sexual assault, or stalking, as those terms are defined in 24 CFR 5.2003 and "Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking" (Form HUD-5382).

Eligibility for Emergency Transfers

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

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

- Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.
- **Emergency Transfer Request Documentation**
 - To request an emergency transfer, a tenant should notify BHA by submitting a written request for a transfer to **Candace Pansa, Executive Director, 1014 Hope Street, Bristol, RI 02809**. The BHA will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

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- A statement expressing that the tenant reasonably believes that there is a threat of imminent harm from further violence if the tenant were to remain in the same dwelling unit assisted under the BHA's Public Housing Program; OR
- A statement that the tenant was a sexual assault victim and that the sexual assault occurred on the premises during the 90-calendar-day period preceding the tenant's request for an emergency transfer.

Confidentiality

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

• Emergency Transfer Timing and Availability

- The tenant has 14 business days to provide the requested documentation of VAWA victim status which will comply with 24 CFR 5.2005€(10). BHA prioritizes completed requests for emergency transfer under VAWA over the waiting list and over internal transfers that are not for an inhabitable apartment. We cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. We will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. We may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.
- If the BHA has no safe and available units for which a tenant who needs an emergency is eligible, we will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, we will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan through our Victims of Crime Act (VOCA) programming.
- Lastly, when HUD resumes their approval of issuing a Housing Choice Vouchers, the BHA may extend a voucher to a Public Housing tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking provided all previous requirements list above are met.

• Safety and Security of Tenants

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

Resources

As mentioned above, the BHA has a plethora of resources located on-site for victims of crime such as sexual assault, stalking or domestic violence.

- To learn more about these programs or resources, contact **The Executive Director, 1014 Hope Street, Bristol, RI 02809**. | (401)253-4464 ext. 14. | executivedirector@bristolhousingri.org. (insert current Ex. Director's email).
- For additional information on VAWA and to find help in your area, visit <https://www.hud.gov/vawa>.
- To talk with a local housing advocate, contact **RI Coalition Against Domestic Violence | 641 Bald Hill Rd., Ste. 1 Warwick, RI 02886** | ricadv@ricadv.org | Tel: 401-467-9940 AND
- **RI Legal Services | 56 Pine Street | 4th Floor | Providence, RI 02903** | (401) 274-2652 AND
- **Women's Resource Center | 624 Main Street | Warren, RI 02885** | (401) 846-5263.

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- Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).
- Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE, or visit the online hotline at <https://ohl.rainn.org/online/>.
- Tenants who are or have been victims of stalking seeking help may visit the [National Center for Victims of Crime's Stalking Resource Center](#).

SUMMARY OF REASONABLE ACCOMMODATION POLICY

POLICY STATEMENT

The Bristol Housing Authority is committed to ensuring that its policies and procedures do not deny individuals with disabilities the opportunity to participate in, or benefit from, nor otherwise discriminate against individuals with disabilities, on the basis of disability, in connection with the operations of the Bristol Housing Authority's programs, services and activities. Therefore, if an individual with a disability requires an accommodation unless doing so would result in a fundamental alteration in the nature of the program, or an undue financial and administrative burden. In such a case, the Bristol Housing Authority will make another accommodation that would not result in a financial or administrative burden.

A reasonable accommodation is a change, modification, alteration or adaptation in policy, procedure, practice, program, or facility that provides a qualified individual with a disability the opportunity to participate in, or benefit from, a program (housing or non-housing) or activity.

The Bristol Housing Authority will post a copy of this Reasonable Accommodation Policy and Procedures in the Administrative office located at 1014 Hope Street, Bristol, Rhode Island. In addition, individuals may obtain a copy of the Reasonable Accommodation Policy and Procedures, upon request, from the Bristol Housing Authority's Section 504/ADA Coordinator.

REASONABLE ACCOMMODATION

A person with a disability may request a reasonable accommodation at any time during the application process, residency in public housing, or participation in the Housing Choice Voucher Program of the Bristol Housing Authority. the individual, Bristol Housing Authority staff or persona identified by the individual, must reduce all requests to writing.

Reasonable accommodation methods or action that may be appropriate for a particular program and individual may be found to be inappropriate for another program or individual. The decision to approve or deny a request for a reasonable accommodation is made on a case-by-case basis and takes into consideration the disability and the needs of the individuals as well as the nature of the program or the program or activity in which the individual seeks to participate.

APPLICATION OF REASONABLE ACCOMMODATION POLICY

The Reasonable Accommodation Policy applies to individuals with disabilities in the following programs provided by the Bristol Housing Authority:

- a. Applicants of public housing
- b. Applicants of the Housing Choice Voucher Program
- c. Residents of public housing developments
- d. Participants of the Housing Choice Voucher Program
- e. Participants in all other programs or activities receiving Federal financial assistance that are conducted or sponsored by the Bristol Housing Authority , its agents or contractors including all non-housing facilities and Common areas owned or operated by the Bristol Housing Authority.

PERSON WITH A DISABILITY

A person with a disability means an individual who has a physical or mental impairment that substantially limits one or more major life activities. As used in this definition, the phrase "physical or mental impairment" includes:

- a. Any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: Neurological; musculoskeletal; special sense organs;

respiratory, including speech organs; cardiovascular; reproductive; digestive; genitor-urinary; hemic and lymphatic; skin; and endocrine; or

- b. Any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term “physical or mental impairment” includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech, and hearing impairments, cerebral palsy, autism, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.

“Major life activities” means functions such as caring for one’s Self, performing manual tasks, walking, seeing, hearing, speaking, breathing and learning.

The definition of disability does not include any individual who is an alcoholic whose current use of alcohol prevents the individual from participating in the public housing program or activities; or whose participation, by reason of such current alcohol abuse, would constitute a direct threat to property or the safety of others.

FOR THE COMPLETE REASONABLE ACCOMMODATION POLICY AND PROCEDURES, PLEASE REQUEST A COPY FROM THE BRISTOL HOUSING AUTHORITY.