

**HOUSING AUTHORITY OF THE CITY  
OF MEADVILLE**

**PUBLIC  
HOUSING  
LEASE  
WILLIAM GILL  
COMMONS**

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**RESOLUTION NO. ? OF 2023**

Adopted March 8, 2023

Effective April 1, 2023

**PUBLIC HOUSING LEASE – FAMILY**

**THIS IS A RESIDENTIAL LEASE. IT IS A LEGALLY BINDING CONTRACT BETWEEN THE LANDLORD AND EACH TENANT. EACH TENANT SHOULD READ THIS LEASE CAREFULLY. (THE HOUSING AUTHORITY OF THE CITY OF MEADVILLE, HEREIN REFERRED TO AS THE “LANDLORD”). (ADMINISTRATIVE OFFICE, HEREIN REFERRED TO AS THE ADDRESS: 1120 MARKET STREET, MEADVILLE, PA 16335)**

**THIS RESIDENTIAL LEASE CONTAINS WAIVERS OF YOUR RIGHTS AS A TENANT. EACH TENANT SHOULD NOT SIGN THIS LEASE UNTIL EACH TENANT UNDERSTANDS ALL OF THE AGREEMENTS IN THIS LEASE.**

**1. NAMES OF LANDLORD AND TENANT**

Name of the **Landlord**: **HOUSING AUTHORITY OF THE CITY OF MEADVILLE**

Name(s) of the **Tenant(s)**:

_____	(Head of Household)		
_____	(Co-Head of Household)		
_____	Adult	Dependent	Live-in Aide
_____	Adult	Dependent	Live-in Aide
_____	Adult	Dependent	Live-in Aide
_____	Adult	Dependent	Live-in Aide

**Tenant** agrees that **Tenant** will not allow more than the \_\_\_ people listed above to occupy the leased premises without the written permission of the **Landlord**. This does not exclude visitors of the **Tenant** from occupying the premises for a reasonable length of time except that visits beyond two weeks annually shall require the prior written approval of the Authority.

**THIS IS A JOINT AND SEVERAL LEASE**  
**THIS IS NOT A JOINT AND SEVERAL LEASE**

**2. LEASED PREMISES**

The *leased premises* is the place that the **Landlord** agrees to lease to the **Tenant**. The leased premises is: \_\_\_\_\_, MEADVILLE, PA 16335

**Tenant** will be given \_\_\_\_\_ apartment key(s); and \_\_\_\_\_ mailbox key(s); upon execution of this lease. Keys cannot be duplicated as they are security keys and only the **Landlord** can have additional keys made, which must be requested by the **Tenant** and a work order generated.

**3. STARTING AND ENDING DATES OF LEASE AGREEMENT**

This lease starts on \_\_\_\_\_  
This lease ends on \_\_\_\_\_ **(12-month lease)**

THIS LEASE CONTINUES, AFTER THE ENDING DATE, FROM YEAR TO YEAR AS LONG AS THE LANDLORD AND THE TENANT AGREE. TENANT MAY NOT TERMINATE THE LEASE DURING THE FIRST 12 MONTHS OF THE LEASE UNLESS BREACHED BY THE LANDLORD. AFTER THE INITIAL 12-MONTH TERM, TENANT MAY TERMINATE THE LEASE ON A 14-DAYS WRITTEN NOTICE.

**4. RENT**

The rent for the period beginning \_\_\_\_\_ and ending at midnight on \_\_\_\_\_ is \$\_\_\_\_\_. The amount of rent is: \$\_\_\_\_\_ a month. If applicable, URP \$\_\_\_\_\_.

In no event shall the rent be less than the minimum rent established by the **Landlord**. The Minimum Rent is set at \$50 unless amended by Landlord.

**Tenant** agrees to pay the monthly rent in advance on or before the 1<sup>ST</sup> day of each month. **Landlord** does not have to ask (**MAKE DEMAND UPON**) **Tenant** to pay the rent. **Tenant** agrees to pay rent by first class mail postage prepaid or in person to **Landlord** at the place specified by **Landlord**. If **Tenant's** rent is not paid **before noon on the tenth (10<sup>th</sup>) of the month** the **Landlord** may evict pursuant to the portion of the attached Termination Procedures pertaining to Termination and Eviction for failure to pay rent.

If **Tenant** mails the rent to **Landlord**, the date of payment will be the date the letter/payment is in the hands of the **Landlord** staff. If **Tenant** places the rent in the drop-off box at the Administrative Office, the date of payment will be the date the payment is in the hands of the **Landlord** staff.

**5. UTILITY SERVICES**

**Landlord** and **Tenant** agree to pay for the charges for utilities and services supplied to the leased premises as follows:

<u>Charge or Service:</u>	<u>Paid By:</u>
Television Cable	<b>TENANT</b>
Telephone	<b>TENANT</b>
Electric to Premises	<b>TENANT</b>
Natural Gas	<b>LANDLORD</b>
Water and Sewer Service	<b>LANDLORD</b>
Refuse Collection	<b>LANDLORD</b>
Lawn Maintenance	<b>LANDLORD</b>
Snow and Leaf Removal	<b>TENANT – SEE RULES AND REGULATIONS</b>
Pest Control Charges	<b>LANDLORD</b>

**Landlord** has the right to turn off temporarily any utility or other service to the leased premises in order to make repairs or do maintenance.

**6. SECURITY DEPOSIT**

**Tenant** agrees to pay a security deposit of **\$99.00**

**Tenant** agrees to pay the security deposit to **Landlord** before the lease starts and before **Landlord** gives possession of the leased premises to **Tenant**.

**Landlord** can take money from the security deposit to pay for any damages or other charges caused by **Tenant**, **Tenant's** family and **Tenant's** guests. **Landlord** may take the security deposit to pay for any unpaid rent.

After taking out for damages and unpaid rent, **Landlord** agrees to send to **Tenant** any security deposit money remaining. **Landlord** will send the remaining security deposit money to **Tenant** no later than 30 days after the lease ends and **Tenant** leaves. **Landlord** also agrees to send to **Tenant** a written list of damages and amounts of money taken from the security deposit.

**Tenant** agrees to give **Landlord** a written forwarding address when **Tenant** leaves and the lease ends.

**Tenant** may not use the security deposit as payment of the last month's rent.

**7. NO PET AGREEMENT AND NO ASSISTANCE ANIMAL AGREEMENT**

**Tenant** agrees that tenant will **NOT** keep any pets or service animals on the leased premises unless and until **Tenant** receives permission from **Landlord** and has executed a Pet Policy Addendum agreeing to be bound by the Pet Policy Addendum then in effect or the Service Animal Policy Addendum then in effect. **Tenant** agrees that **Tenant WILL NOT ALLOW** tenant's family or guests or others to have pets or service animals on the leased premises unless the family or guests or others agree to be bound by the Pet Policy Addendum then in effect or the Service Animal Policy then in effect and have received prior permission from the **Landlord**.

**8. LANDLORD'S DUTY AT THE START OF THE LEASE**

**Landlord** agrees to give **Tenant** possession of the leased premises on the starting date of the lease. The lease will start even if **Landlord** cannot give **Tenant** possession of the leased premises because the prior **Tenant** is still in the leased premises, or the leased premises is damaged. **IF LANDLORD CANNOT GIVE TENANT POSSESSION, TENANT DOES NOT HAVE TO PAY RENT UNTIL THE DAY LANDLORD GIVES POSSESSION OF THE LEASED PREMISES TO TENANT.**

## 9. DAMAGE TO LEASED PREMISES

**Tenant** agrees to notify **Landlord** immediately if the leased premises is damaged by fire or any other cause. **Tenant** agrees to notify **Landlord** if there is any condition in the leased premises that *could* damage the leased premises or harm **Tenant** or others. If **Tenant** cannot live in the whole leased premises because it is damaged or destroyed, **Tenant** may:

- 1) live in the undamaged part of the leased premises and pay less rent until the leased premises is repaired.

**OR**

- 2) end the lease and leave the leased premises.

**Tenant** agrees that if the leased premises is damaged or destroyed and **Tenant** ends the lease, **Landlord** has no further responsibility to **Tenant**. See the attached Rules and Regulations.

## 10. INSURANCE

**Landlord** agrees to have insurance on the building where the leased premises is located. **Tenant's** own property is *not* insured by **Landlord's** insurance. **Tenant** is responsible for **Tenant's** own property that is located in the leased premises.

## 11. ASSIGNMENTS OR SUBLEASES BY TENANT

**ASSIGNMENT (OR ASSIGN)** is the legal term for a transfer of the lease from the **Tenant** to another person. This other person then becomes the **Landlord's** new **Tenant** and takes over the lease.

**Tenant** agrees not to transfer (*assign*) this lease to anyone else without the written permission of **Landlord**.

A *sublease* is a separate lease between the **Tenant** and another person who leases all or a part of the leased premises from the **Tenant**.

**Tenant** agrees not to lease (*sublease*) all or any part of the lease premises to anyone else without the written consent of **Landlord**. **Tenant** agrees that if **Tenant** transfers this lease (*assigns*) or leases all or a part of the leased premises to another (*sublease*), **Tenant** has violated this lease.

## 12. RESPONSIBILITY FOR DAMAGE TO PROPERTY OR INJURY TO PEOPLE

**Landlord** is responsible for all damage to property or injury to people caused by **Landlord** (or **Landlord's** representatives) intentional or negligent acts at the leased premises. **Tenant** is responsible for all damage to the leased premises and injury to people caused by **Tenant**, **Tenant's** family, or guests.

**Tenant** agrees that **Landlord** is not responsible to **Tenant**, **Tenant's** family or guests for damage or injury caused by water, snow, or ice that comes on the leased premises unless **Landlord** was negligent. See the attached Rule and Regulations.

### **13. USE OF LEASED PREMISES**

**Tenant** agrees to use the leased premises only as a residence. **Tenant** agrees to obey all federal, state, and local laws and regulations when using the leased premises. **Tenant** agrees not to store any flammable, hazardous, or toxic chemicals or substances in or around the leased premises.

**Tenant** agrees not to perform any activities in or around the leased premises, which could harm anyone or damage any property.

### **14. RULES AND REGULATIONS**

**Tenant** agrees to obey all rules and regulations for the leased premises. If **Tenant** violates any rules or regulations for the leased premises, **Tenant** violates this lease.

### **15. LANDLORD'S RIGHT TO MORTGAGE THE LEASED PREMISES (SUBORDINATION)**

*Subordinate and subordination* are legal terms that mean that this lease does not have any effect upon the rights of the **Landlord's** mortgage company. In other words, **Tenant's** rights under this lease are *subordinate* to **Landlord's** mortgage company. If **Landlord** does not make the mortgage payments, the mortgage company may have the right to end the **Landlord's** ownership of the leased premises. If the mortgage company sells the leased premises at a mortgage foreclosure sale, the lease *may* end.

**Tenant** agrees that **Landlord** has the right to mortgage the leased premises. If **Landlord** has a mortgage on the leased premises now, or if **Landlord** gets a mortgage in the future, **Tenant** agrees that this lease is *subordinate* to the **Landlord's** mortgage.

### **16. CARE OF LEASED PREMISES**

**Tenant** is responsible for, and will take good care of, the leased premises and all of the property in and around the leased premises. **Tenant** agrees to pay for any damage caused by **Tenant**, **Tenant's** family, and **Tenant's** guests. **Tenant** agrees to turn over possession of the leased premises to **Landlord** when the lease ends. See the attached Rule and Regulations.

### **17. LANDLORD'S RIGHT TO ENTER LEASED PREMISES**

**Tenant** agrees that **Landlord** and **Landlord's** representatives have the right to enter the leased premises at reasonable times. **Landlord** and **Landlord's** representatives have the right to inspect, to make repairs, to do maintenance, and to show the leased premises to others. See the attached Rule and Regulations.

**18. GOVERNMENTAL POWER OF EMINENT DOMAIN.**

*Eminent domain* is the legal name for the right of a government such as the state or county or city to take private property for public use. The government must pay fair compensation to anyone who has any right in the property that is taken by the government.

If all or any part of the leased premises (or the building within which the leased premises is located) is taken by eminent domain, this lease will end automatically. **Landlord** and **Tenant** agree to release each other from any responsibility because leased premises is taken by eminent domain and the lease has ended.

**19. VIOLATIONS OF THIS LEASE**

**WHEN EITHER LANDLORD OR TENANT DOES NOT DO SOMETHING THAT THEY HAVE AGREED TO DO, IT IS A VIOLATION OF THIS LEASE. IF TENANT VIOLATES THIS LEASE, TENANT MAY LOSE TENANT'S SECURITY DEPOSIT. IF TENANT VIOLATES THIS LEASE, LANDLORD ALSO CAN SUE TENANT FOR OTHER EXPENSES AND MAY SUE TO EVICT TENANT.**

**EACH TENANT SHOULD NOT SIGN THIS LEASE UNLESS EACH TENANT HAS READ AND CLEARLY UNDERSTANDS THE INFORMATION IN THIS SECTION ABOUT LEASE VIOLATIONS.**

**IF THIS IS NOT A *JOINT AND SEVERAL* LEASE, THEN THE LANDLORD CAN ONLY SUE ONE TENANT FOR THAT TENANT'S VIOLATION OF THE LEASE.**

**IF THIS IS A *JOINT AND SEVERAL* LEASE, IT MEANS THAT ALL THE TENANTS AS A GROUP AND EACH OF THE TENANTS AS AN INDIVIDUAL ARE RESPONSIBLE TO LANDLORD FOR *ALL* OF THE AGREEMENTS OF THIS LEASE. FOR EXAMPLE, IF THE RENT IS NOT PAID, LANDLORD CAN SUE *ALL* OF THE TENANTS (*JOINTLY*) FOR ANY UNPAID RENT. OR, LANDLORD CAN BRING A SUIT AGAINST ANY *ONE* TENANT SEPARATELY (*SEVERALLY*) FOR *ALL* OF THE UNPAID RENT.**

***TENANT VIOLATES THIS LEASE IF TENANT:***

- 1) FAILS TO PAY RENT OR OTHER CHARGES TO LANDLORD ON TIME OR,**
- 2) LEAVES (ABANDONS) THE LEASED PREMISES WITHOUT THE LANDLORD'S PERMISSION BEFORE THE END OF THE LEASE OR,**
- 3) DOES NOT LEAVE THE LEASED PREMISES AT THE END OF THE LEASE OR,**

- 4) **DOES NOT DO ALL OF THE THINGS THAT TENANT AGREED TO DO IN THIS LEASE, WHICH INCLUDES BUT IS NOT LIMITED TO THE DOCUMENTS ATTACHED TO THIS LEASE AS FOLLOWS AND AS SET FORTH IN PARAGRAPH 20: RULES AND REGULATIONS, THE CRIMINAL POLICY, DEFIANT TRESPASS POLICY, FIRE SAFETY POLICY, SMOKE-FREE/TOBACCO-FREE POLICY, “THREE STRIKES AND YOU’RE OUT” POLICY, AND/OR THE PET POLICY (IF APPLICABLE)**

**IF TENANT VIOLATES THE LEASE, EACH TENANT AGREES TO WAIVE *NOTICE TO QUIT*. THIS MEANS THAT THE LANDLORD MAY FILE A COMPLAINT IN COURT ASKING FOR AN ORDER EVICTING EACH TENANT FROM THE LEASED PREMISES WITHOUT GIVING EACH TENANT *NOTICE TO QUIT* FIRST. *LANDLORD DOES NOT HAVE THE RIGHT TO THROW TENANT OUT OF THE LEASED PREMISES (SELF-HELP EVICTION)*. *THE LANDLORD CAN ONLY EVICT TENANT BY COURT ACTION. Court Rules require service of the Complaint and an opportunity for the Tenant to defend.***

**THE LANDLORD DOES *NOT* HAVE THE RIGHT TO SUE IN COURT FOR EVICTION UNLESS A TENANT HAS VIOLATED THE AGREEMENTS IN THIS LEASE. EVEN THOUGH EACH TENANT IS WAIVING *NOTICE TO QUIT*, EACH TENANT WILL HAVE A CHANCE IN COURT TO CHALLENGE THE LANDLORD'S CLAIM FOR EVICTION.**

**IF TENANT VIOLATES THE LEASE AGREEMENT, THE LANDLORD MAY SUE EACH TENANT IN COURT:**

- 1) **TO COLLECT OVERDUE RENT, LATE CHARGES AND MONEY DAMAGES CAUSED BY TENANT'S VIOLATION OF THE AGREEMENTS IN THE LEASE.**
- 2) **TO RECOVER POSSESSION OF THE LEASED PREMISES (EVICTION).**
- 3) **TO COLLECT FOR UNPAID RENT UNTIL THE END OF THE LEASE OR UNTIL ANOTHER PERSON TAKES POSSESSION OF THE LEASED PREMISES AS A NEW TENANT.**

**Tenant** agrees that **Landlord** may receive reasonable attorneys' fees as part of a court judgment in a lawsuit against **Tenant** for violation of the agreements of the lease when **Landlord** prevails, in whole or in part of any court proceeding.



**20. OTHER AGREEMENTS BETWEEN LANDLORD AND TENANT**

**Landlord and Tenant** agree that the additional agreements marked with a "yes" are part of this lease agreement.

YES	NO	Rules and Regulations
YES	NO	Community Room and Community Space Policy
YES	NO	Criminal Policy
YES	NO	Defiant Trespass Policy
YES	NO	Fire Safety Policy
YES	NO	Smoke-Free/Tobacco-Free Policy
YES	NO	Suggestions and Comments Policy
YES	NO	“Three Strikes and You’re Out” Policy (3 evictions)
YES	NO	Check-In and Check-Out Procedures
YES	NO	Notice of Intent to Vacate
YES	NO	Move-in and Move-Out Checklist of Housing Authority Property
YES	NO	Release of Responsibility Form
YES	NO	Emergency Contact Form
YES	NO	Security Deposit Beneficiary Form
YES	NO	Direct Debit Payment Authorization Form
YES	NO	Tenant Charge List
YES	<b>NO</b>	Pet Policy Addendum
YES	<b>NO</b>	Service Animal Addendum

**21. GRIEVANCE**

The **Tenant** may be entitled to a grievance hearing to resolve any disputes concerning the obligations of the **Tenant** or the **Landlord** under the terms of this Lease or any action or inaction by the **Landlord**. The **Tenant** is not eligible for a grievance hearing when the eviction is for drug-related or violent criminal activity. The grievance will be heard in accordance with the Grievance Procedures established by the **Landlord**. The **Tenant** may request a copy of the current Grievance Procedure from the **Landlord**. The **Tenant** is required to comply with the hearing officer's decision.

The **Tenant** must escrow, or pay into an account, the monthly Rent due after the **Landlord's** alleged action or inaction prior to being scheduled for a grievance hearing.

***BY SIGNING THIS LEASE AGREEMENT, EACH TENANT AGREES THAT THE TENANT HAS READ AND UNDERSTANDS ALL OF THE AGREEMENTS IN THIS LEASE.***

**LANDLORD: HOUSING AUTHORITY OF THE CITY OF MEADVILLE**

_____	_____	_____
<b>NAME AND TITLE</b>	<b>SIGNATURE</b>	<b>DATE</b>

**TENANT:**

_____	_____	_____
<b>NAME</b>	<b>SIGNATURE</b>	<b>DATE</b>

_____	_____	_____
<b>NAME</b>	<b>SIGNATURE</b>	<b>DATE</b>

_____	_____	_____
<b>NAME</b>	<b>SIGNATURE</b>	<b>DATE</b>

## RULES AND REGULATIONS

The following Rules and Regulations are made a part of and incorporated in the Public Housing Lease. Any violations of the Rules and Regulations will be handled in accordance with the provisions set forth in the Public Housing Lease. The Rules and Regulations set forth are in compliance with the Housing Authority of the City of Meadville Admission and Occupancy Policy, including procedures for the administration and management of Housing Authority-owned properties, Building Codes, Fire Codes, Local Laws, State Laws, and Department of Housing and Urban Development Regulations as stated in 24 CFR Parts 5 and 966.

### TENANT OBLIGATIONS:

1. Changes to the Public Housing Lease including but not limited to changes in family composition, changes in rent, relocation to another apartment owned by the Housing Authority of the City of Meadville, and any revisions to this lease and its attachments may be accomplished with a Lease Addendum.
2. **Tenants** must report changes in family composition in writing within ten (10) days of a change, including, but not limited to, the birth, the adoption, or fostering of a child or children or court-awarded custody of a child or children. The Housing Authority of the City of Meadville must approve the addition of any adult members to the household as well as any live-in aides. It is a violation of the Public Housing Lease for anyone who is requesting to be added to the lease or to become a live-in aide to reside with the family until approved by the Housing Authority of the City of Meadville.
3. **Tenants** must report any changes in family income or composition in writing within ten (10) days of change. **Tenants** who do not report said change in writing are in violation of the Public Housing Lease. The Housing Authority of the City of MEADVILLE reserves the right to file criminal charges against **Tenants** who do not report changes in income promptly.
4. **Tenants** must furnish information regarding all household income and family composition as requested in writing from the Housing Authority of the City of Meadville at least annually. **Tenants** who do not furnish the requested information by the designated date are in violation of the Public Housing Lease. **Tenants** who falsely report information are in violation of the Public Housing Lease. The Housing Authority of the City of Meadville reserves the right to file criminal charges against **Tenants** who do not properly report income, family composition, or provide false information as it may be considered Tenant Fraud.

5. **Tenants** may be required to transfer to another unit due to the change in family composition, reasonable accommodations (including the need for a live-in aide), and/or renovations. The Housing Authority of the City of Meadville will provide the **Tenants** written advance notice providing the reason, the new address, any reimbursement of costs incurred by tenant (only if relocation is mandated by the Housing Authority) due to the relocation, and the maximum consecutive days to complete the relocation. **Tenants** who do not relocate in the designated timeframe whether by the request of the tenant or mandated by the Housing Authority will be required to pay rent (and gas) in both units until keys are turned in from the initial unit.
6. **Tenants** must make a written request to the Housing Authority of the City of Meadville to operate a legal profit-making business in the dwelling unit. The tenant must have secured written approval by the Housing Authority of the City of Meadville prior to initial operation. The business must also comply with Local Codes of the City of Meadville including but not limited to Zoning, Mercantile License, and Fire Codes.
7. **Tenants** must not provide accommodations for boarders or lodgers. Persons using a **Tenant's** address is considered a boarder or lodger and is strictly prohibited. Any persons that are not listed on the Public Housing Lease and is using a **Tenant's** address is considered to be an illegal resident at that apartment and is in violation of the Public Housing Lease. Any visitor suspected of residing with the tenant must provide proof of a legal, physical address. A visitor providing a "P.O. Box" is not proof of residency at a specific location. Visitors must have a visitor's pass and cannot stay with said **Tenant** more than 14 days in a given calendar year.
8. **Tenants** must comply with all applicable provisions of the Building Codes and the Fire Codes that affect the health and safety of the **Tenants** within the residence, **Tenants'** guests, and other **Tenant Families** within the project and their guests, as well as citizens of the community that live in the surrounding area,
9. **Tenants** must keep the premises and such other areas as may be assigned to **Tenant** for his/her exclusive use in a clean, safe, and sanitary condition. Tenant shall use reasonable care to keep his/her dwelling unit in such condition as to ensure proper health and sanitation standards for himself, his/her household and neighbors.
10. **Tenants** must dispose of all ashes, garbage, rubbish, and other waste from the premises in a sanitary and safe manner in the supplied containers. Trash and/or recycling containers are to be stored behind the unit except for the night before and the day of the scheduled collection day.
11. **Tenants** must use all electrical, plumbing, sanitary, heating, ventilating, air-conditioning and other facilities in a reasonable manner.

12. **Tenants** must promptly notify the Authority of known need for any repairs to the leased premises. **TENANTS SHALL NOTIFY THE AUTHORITY PROMPTLY OF KNOWN NEED FOR REPAIRS TO HIS/HER DWELLING UNIT**, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the project.
13. **Tenants** shall make no alterations, redecorations, or repairs to either the interior or exterior of the leased premises or to the equipment or install additional equipment without prior written consent of the Authority. **Tenants** must not install new locks.
14. **Tenants** will be charged for maintenance and repairs to the inside and the outside of the unit that is beyond normal wear and tear. **Tenants** will be charged the insurance deductible for damages that result in an insurance claim. A schedule of charges is attached and made part of the Public Housing Lease. **Tenants** are given two (2) weeks after written notification to pay for the repairs or make a formal payment agreement. If a tenant does not pay for the repairs, make a formal payment agreement, and/or misses an agreed upon payment, it is a violation of the Public Housing Lease.
15. **Tenants** must report any infestation to the Administrative Office. The evidence of the presence of any pests, such as cockroaches, bed bugs, etc. must be reported to the Authority immediately. **Tenants** agree to cooperate with the Authority's extermination procedure. If pests are found after an inspection by the Authority and the **Tenants** have not reported their presence, the cost of extermination may be charged to the tenant. Failure to cooperate may result in eviction.
16. **Tenants** must not keep any highly flammable substances, such as gasoline, naphtha, or any other fire hazards inside the apartment.
17. **Tenants'** vehicles parked on the **Landlord's** premises must be in running condition, properly licensed, properly insured, and inspected. Repairs, greasing, and other work on cars are prohibited on **Landlord's** premises. All vehicles must be registered by providing copies of current registration and current insurance card at the Administrative Office and will be assigned their parking place and parking permit.
18. **Tenants** must permit Housing Authority employees, Housing Authority Board Members, contractors, and City of Meadville employees to enter the apartment for the purpose of performing inspections, performing routine maintenance repairs and work orders, and to show the premises for releasing. Except in emergency situations, Landlord will provide at least 48 hours-notice for any entry.

19. **Tenants** must conduct themselves and cause other persons who are on the premises with Tenant's consent to conduct themselves in a manner which will not disturb Tenant's neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition.
20. **Tenants** must ensure that at least one adult household member supervises all children under the age of 12. **Tenants'** children or guest children are not permitted to cause annoyances or disturbance to other **Tenants** or to deface or otherwise damage property. **Tenants'** adult household members shall be held responsible for the conduct of the children (that are part of the household or visiting) and all costs of all damages caused by them will be charged to **Tenants'** account.
21. **Tenants** agree to act in a cooperative manner with other **Tenants, Tenants'** guests, neighbors, Housing Authority employees, Housing Authority Board Members, contractors hired by the Housing Authority, and any individual authorized by the Housing Authority to be on the premises.
22. **Tenants** agree to refrain from abusive or violent behavior towards other **Tenants, Tenants'** guests, neighbors, Housing Authority employees, Housing Authority Board Members, contractors hired by the Housing Authority, and any individual authorized by the Housing Authority to be on the premises includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior. Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence. It includes in-person communication, written communication, and electronic communication such as email and social media.
23. **Tenants, any member of the household and/or any guest** must not engage in any criminal activity or any other activity that threatens the health, safety, or right to peaceful enjoyment of other residents.
24. **Tenants** must refrain from, and to cause Tenant's household and guests to refrain from destroying, defacing, and damaging or removing any part of the premises or project.
25. **Tenants, any member of the household, and/or any guest** must not engage in any drug-related criminal activity on or off the premises. According to Federal Law, medical marijuana is considered illegal and cannot be used in **Tenant's** apartments and/or in and around housing authority-owned buildings and on housing-authority-owned property. Refer to Smoke Free/Tobacco Free Policy detailing any and all violations.

26. **Tenants**, any member of the household, and/or any guest must not engage in any abuse or pattern of abuse of alcohol on or off the premises. In addition, **Tenants**, any member of the household and/or any guest must not engage in any activity while under the influence of alcohol that affects and/or threatens the health, safety, or right to peaceful enjoyment of other residents. **Tenants**, any member of the household, and/or any guest must not consume alcohol outside of their apartments within public space in housing authority-owned buildings and/or on the premises surrounding the buildings that are owned by the housing authority. **Tenants**, any member of the household, and/or any guest must not display conduct that constitutes being under the influence of alcohol or drugs.
27. **Tenants** must give the **Landlord** notice in writing when the premises are to be vacant for two weeks or more, but such notice shall not render the Authority responsible for any personal property of any description left in or on the leased premises during the Tenant's absence.
28. At the time the **Tenants** vacate the property, the apartment should be left in good condition. **Landlord** will charge **Tenants** for any damages and any items missing from the apartment in accordance with the attached list of charges.
29. **Tenants** (any adult members of the household that is over the age of 18) shall perform eight (8) hours of community service per month unless **Tenants** (any adult members of the household that is over the age of 18) are considered exempt. **Tenants** (any adult members of the household that is over the age of 18) are considered exempt if they meet one of these criteria: Adults 62 years old or older; disabled as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. 416(i)(1)); a primary caretaker of the disabled person; an adult that is working; and/or participating in a “work activity” contained in Section 407(d) of the Social Security Act.
30. **Tenants** must give the **Landlord** a “Notice of Intent to Vacate” (form attached) or letter in writing with fourteen (14) days’ notice of his or her intent to terminate the lease. **Tenants** must provide the **Landlord** with a forwarding address.
31. **Tenants** must complete the Emergency Contact Form (Attached) and Security Deposit Beneficiary Form (Attached) within five (5) days of signing the Public Housing Lease. **Tenants** must complete the Emergency Contact Form (Attached) and Security Deposit Beneficiary Form (Attached) during the annual reexamination process.
32. **Tenants**, remaining household members, family members not residing in the apartment must follow the Deceased Tenants Procedure (see attached).
33. **Tenants** are not permitted to have waterbeds.

34. **Tenants** must remove all personal property including but not limited to furniture, fixtures, shelving, cabinets, tables, equipment, lighting, clothing, dishes, and any other items that are in the possession of the **Tenant** before the termination, expiration of the Lease Term, or before the apartment is abandoned. Any items that remain may be disposed of by the Landlord at the **Tenant's** expense. Tenant expressly waives, to the maximum extent permissible, the provisions of **§250.505a. Disposition of abandoned personal property.**
35. **Tenants** are not permitted to park over-sized, commercial, vehicles including but not limited to box trucks, semi-trucks, buses, construction vehicles, trailers with ATV, boats, lawn mowing equipment, etc. **Tenants** are not permitted to park over-sized, recreational vehicles including but not limited to RV's, campers, trailers, etc. on housing authority property.
36. **Tenants** must promptly report work orders by call (814) 336-3177 and dial extension 103. **Tenants** must leave a detailed message including name, address, a good phone number, and specifically what work is needed. Should an emergency occur after regular business hours, weekends, and/or holidays, **Tenants** must call (814) 336-3177 and dial extension 250.
37. **Tenants** agrees to keep the sidewalks in front and rear of the unit free from snow and ice. Lawns and grounds in front and rear of his/her unit are to be kept clean and neat. Authority personnel will mow and trim the grass but raking and weeding of the lawn will be the responsibility of each tenant. In the event of the failure of the tenant to so maintain these areas, the Authority, at its option, may do so and charge the cost thereof to the **Tenant**. The Authority can remove any items from the exterior of the dwelling unit or elsewhere at the site that may be detrimental to the health and safety of other tenants. **Tenant** agrees to not hold the Housing Authority of the City of Meadville responsible for any damage to or loss of personal property that is in or on the leased premises in accordance with the Release of Responsibility Form that is attached and made part of this lease.
38. **Tenants** must secure and maintain specific utility service(s) in the **Tenant's** (adult) name and give the **Landlord** a copy of proof from the utility company and the **Tenant's** account number.
39. **Tenants** agree to keep **Tenant's** yards, porches, sidewalks, driveway, and/or any area surrounding the apartment building free from any hazards. **Tenants** agree not to have pools and anything that can be considered a pool that holds standing water and/or children's water toys. Pools and/or outdoor water toys that hold water are considered hazardous to small children and animals and are strictly prohibited. **Tenants** may be evicted for having pools and/or outdoor water toys that hold water in their yards, on porches, on sidewalks, on driveway, and/or any area surrounding the apartment building. **Tenants** found displaying pools may also be charged excess water usage.



## **COMMUNITY ROOM AND COMMUNITY SPACE POLICY**

The Housing Authority of the City of Meadville wishes to establish a policy for usage of the community space including but not limited to the large room, adjoining kitchen, and public grounds. Said policy will cover usage for all events or activities that will utilize this common space.

### **I. OVERVIEW**

- A. The purpose of said policy is to establish guidelines for usage.
- B. The room should be reserved in advance of an activity.
- C. The room may be reserved by the housing authority staff, the housing authority board, the housing authority residents, family or friends of housing authority residents, and any outside organization.
- D. Persons or organizations reserving the room take full responsibility for cleaning before and after said function.

### **II. COST FOR USAGE OF THE COMMUNITY ROOM AND/OR COMMUNITY SPACE**

- A. Cost for usage is free of charge to the housing authority staff, the housing authority board, the housing authority residents, and family or friends of housing authority residents.
  - 1. Cost for usage to outside organizations may be determined by the housing authority staff on a case-by-case basis.
  - 2. Persons/groups/organizations may be assessed a cleaning fee based on the extent of time required to return the room to expected condition at a rate of \$25 an hour.

### **III. CLOSING THE COMMUNITY ROOM, KITCHEN, AND/OR COMMUNITY SPACE**

- A. The housing authority reserves the right to close the community room, kitchens, and/or public grounds space for any and all events at their discretion.
- B. The housing authority reserves the right to close the community room, kitchens, and/or public grounds space for any and all events that threaten the health of staff, tenants, and visitors.
- C. Examples of threats: Pandemic, epidemic, widespread occurrence of an infectious disease etc.
- D. During the closure, the community room may only be used for emergencies and at the discretion of the administrative staff or Authority Board.

- IV. RESERVING THE COMMUNITY ROOM AND/OR COMMUNITY SPACE FOR AN ACTIVITY
  - A. The individual or group must complete a form requesting to have a function at least 5 business days prior to the requested reservation.
  - B. The form must be signed, dated, and returned to the housing authority's administrative office.
  - C. A housing authority employee will return the form stating approval or denial of said activity.
- V. EXCLUDED ACTIVITIES
  - A. ALL political activities are EXCLUDED and are NOT permitted in community rooms and/or any public spaces owned by the housing authority.
  - B. Activities include but not limited to political rallies, political forums, and/or political meetings.
  - C. Political advertisements are not permitted on any housing authority-owned property including but not limited to signs, posters, pins, etc.
- VI. RESERVING THE COMMUNITY ROOM AND/OR COMMUNITY SPACE FOR AN ACTIVITY DURING ANY EVENT THAT HAS THE POTENTIAL TO THREATEN THE HEALTH OF STAFF, TENANTS, AND VISITORS
  - A. The individual or group must complete a form requesting to have a function at least 5 business days prior to the requested reservation.
  - B. The form must be signed, dated, and returned to the housing authority's administrative office.
  - C. A housing authority employee will return the form stating approval or denial of said activity.
  - D. Persons attending a function during a time that has been deemed a threat to a person's health must follow all Federal, State, Local, and CDC guidelines, including but not limited to the following:
    - 1. Clean/wipe all items to be used with disposable disinfecting wipes prior to event.
    - 2. Exercise social distancing of no less than 6 feet.
    - 3. The room setup will be reviewed with the person setting up the space. A maximum capacity will be determined based on the type of event and the location.
    - 4. All participants must wear a mask and it must cover the nose and mouth at all times. Persons claiming that they cannot wear a mask due to medical reasons must have a letter from their physician with them during the event they choose to attend.

5. Should a participant need to cough or sneeze, they must do so into their elbow regardless of whether they are wearing a mask or not.
6. After the event concludes, all items used must be cleaned and wiped with disposable disinfecting wipes.
7. The restroom must be cleaned before and after the event.

**RESERVATION FOR COMMUNITY ROOM/KITCHEN**

DATE OF REQUEST: \_\_\_\_\_ TIME: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

(Make sure to include time for setup and cleanup.)  
ONE-TIME EVENT DATE: \_\_\_\_\_ FROM: \_\_\_\_\_ TO: \_\_\_\_\_

PERPECTUAL EVENT: (Circle Requested Time)  
START DATE: \_\_\_\_\_ END DATE: \_\_\_\_\_  
\_\_\_\_\_ MONTHLY 1ST 2ND 3RD 4TH SUN MON TUE WED THUR FRI SAT  
\_\_\_\_\_ SEMI-MONTHLY 1ST 2ND 3RD 4TH SUN MON TUE WED THUR FRI SAT  
\_\_\_\_\_ WEEKLY SUN MON TUE WED THUR FRI SAT  
\_\_\_\_\_ BI-WEEKLY 1ST 2ND 3RD 4TH SUN MON TUE WED THUR FRI SAT

REQUEST ASSISTANCE WITH SETUP \*\*YES \_\_\_\_\_ NO \_\_\_\_\_  
\*\* DATE OF SETUP: \_\_\_\_\_ TIME OF SETUP: \_\_\_\_\_

DESCRIPTION OF EVENT:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By signing this form, I take full responsibility for complying with the attached policy.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Requested Event Approved  
\_\_\_\_\_  
Requested Event Denied (See comments below.)  
\_\_\_\_\_  
\_\_\_\_\_

Housing Authority Employee: \_\_\_\_\_  
\_\_\_\_\_  
Signature Date

## **CRIMINAL POLICY**

### **I. ADMISSION**

#### **A. Admission may be denied for the following applicants and families:**

1. Any applicant and/or family member who is convicted of a crime that involves drug-related activity may not be admitted to housing authority-owned properties.
2. Any applicant and/or family member whose reference and background check demonstrates a pattern that involves alcohol abuse, driving while under the influence of alcohol, or violence related to alcohol may not be admitted to housing authority-owned properties. A pattern is constituted by a minimum of three (3) offenses defined to be a summary, misdemeanor, and/or felony.
3. Any applicant and/or family member who was evicted from a housing authority anywhere in the United States of America for drug-related activity may not be admitted to housing authority-owned properties.
4. Any applicant and/or family member who was evicted from a housing authority anywhere in the United States of America for alcohol abuse, driving while under the influence of alcohol, or violence related to alcohol may not be admitted to housing authority-owned properties.
5. The applicant and/or family member with a drug or alcohol history may only be considered for a unit if he/she can prove he/she has successfully completed an extensive rehabilitation program. The applicant is responsible for supplying the center's name, address, telephone number, and contact person(s) as well as giving permission for Authority Staff to talk to any rehabilitation facility by way of a release and providing documents evidencing completion of an extensive rehabilitation program.
6. Any applicant or family member who has been convicted of any misdemeanor, classified or unclassified, or felony offense as those offenses are defined by the Pennsylvania Crimes Code, (Title 18, Pa.C.S.A.), may be disqualified from admission to housing authority-owned rental properties. If in the opinion of the Executive Director, the criminal convictions are of such character that admission to housing authority-owned rental properties would be inappropriate, the applicant would be denied.
7. Any applicant or family member who has been convicted of more than one summary offense, as such offenses are defined by the Pennsylvania Crimes Code, (Title 18, Pa.C.S.A.), may be disqualified from admission to housing authority-owned rental properties. If in the opinion of the Executive Director, the summary convictions are of such character that admission to housing authority-owned rental properties would be inappropriate, the applicant would be denied.

- B. Applicants and their families must be denied for the following:
1. If any member of the household is subject to a lifetime registration requirement under a State sex offender registration program.
  2. Any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine on the premises of federally assisted housing.
- C. The Housing Authority may waive consideration of any charges if they are over 10 years old and if, in the sole discretion of the Executive Director, they are not pertinent to the application for admission.

## II. OCCUPANCY

- A. Tenants and their families may be terminated from the program as follows:
1. Any **Tenant** or family member who is convicted for a drug-related activity will be evicted promptly.
  2. Any **Tenant** or family member whose behavior demonstrates a pattern that involves alcohol abuse, driving while under the influence of alcohol, violence related to alcohol, or any other substance abuse will be evicted from housing authority-owned properties promptly.
  3. The eviction or termination of any **Tenant** family from any program administered by the Housing Authority of the City of Meadville will become a public record of every Housing Authority in the United States of America.
  4. The **Tenant** and/or family member may seek rehabilitation, but the family cannot remain in the housing authority-owned unit after conviction during rehabilitation. If he/she can prove that he/she has successfully completed an extensive rehabilitation program, he/she may be permitted to place an application for future assistance. The **Tenant** or family member is responsible for supplying the center's name, address, telephone number, and contact person(s).
  5. Any **Tenant** or family member who has been convicted during their tenancy of any misdemeanor, classified or unclassified, or felony offense as those offenses are defined by the Pennsylvania Crimes Code, (Title 18, Pa.C.S.A.), may be evicted from their housing authority-owned rental unit. If in the opinion of the Executive Director, the criminal convictions are of such character that continued tenancy would be inappropriate, the **Tenant** will be evicted.

6. Any **Tenant** or family member who has been convicted during their tenancy of more than one summary offense, as such offenses are defined by the Pennsylvania Crimes Code, (Title 18, Pa.C.S.A.), may be evicted from their housing authority-owned rental unit. If in the opinion of the Executive Director, the summary convictions are of such character that continued tenancy would be inappropriate, the **Tenant** will be evicted.

### III. Reference

- A. It is the intent of this policy to be in compliance with 24 CFR §960 and 24 CFR § 5 et seq. Denial of admission and termination of assistance for criminals and alcohol abusers.

### IV. Definitions

- A. Drug-related criminal activity - It is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use a controlled substance.
- B. Alcohol Abuse - Any alcohol-related activity which, in the judgment of the Housing Authority, interferes with the health, safety, or right of peaceful enjoyment of the premises by other residents, neighbors, and/or family members. This includes but is not limited to driving while under the influence.
- C. Rehabilitation - The Tenant must be admitted to a center for substance abuse or seek counseling on an outpatient basis. This must be a supervised rehabilitation program.
- D. Pattern of Abuse - Two or more arrests or recorded incidents including police reports, newspapers, social service agencies or any another source.
- E. Methamphetamine - If any household member has ever been convicted of drug-related criminal activity for manufacture or production of methamphetamine
- F. Megan's Law - If any household member has been required to register with law enforcement for a lifetime in accordance with the requirement under a State sex offender registration program.

## **DEFIANT TRESPASS POLICY**

### **I. GENERAL BAR POLICY**

- A. The Housing Authority of the City of Meadville is a body corporate and politic organized and existing under the laws of the Commonwealth of Pennsylvania, and in particular, the Housing Authorities Law, 35 P.S. §1541 et seq. The purpose of the Authority is to provide safe, sanitary, residential accommodations for persons of low and moderate income. Persons residing in Housing Authority property are entitled to the quiet and peaceful enjoyment of their property.
- B. In order to promote and implement this purpose, the Authority is authorized and empowered to adopt rules and regulations pertaining to the safe, quiet and peaceful enjoyment of the property by the residents who live there. Any resident who breaches the provisions of his or her lease will be evicted, and any person invited or uninvited who breaks the law on Housing Authority property in such a manner so as to threaten or impair the safe, sanitary, peaceful and quiet enjoyment of Authority property will be barred from Authority property.

### **II. BARRING CONDUCT**

- A. Any resident or any other person who commits, or is alleged to have committed an act of violence on Housing Authority property, which act is classified as murder of any degree, a felony of any degree or a misdemeanor of the first, second or third degree, summary offense or any person using, possessing, selling or distributing illegally any controlled substance on Housing Authority property, or engaged in any other type of drug related activity, may be barred from all Housing Authority property. Any person who threatens a Housing Authority staff member, tenant or visitor may also be barred.

### **III. DURATION OF BAR**

- A. Any person who allegedly commits an act classified under Pennsylvania law as murder of any degree shall be barred for life from entry upon any property of the Housing Authority of the City of Meadville.
- B. Any person who allegedly commits an act of the nature stated in Section II and classified under Pennsylvania law as a felony of the first degree shall be barred from all Authority property for a period of thirty (30) years.
- C. Any person who allegedly commits an act of the nature stated in Section II and classified under Pennsylvania law as a felony of the second degree shall be barred from all Authority property for a period of fifteen (15) years.
- D. Any person who allegedly commits an act of the nature stated in Section II and classified under Pennsylvania law as a felony of the third degree shall be barred from all Authority property for a period of ten (10) years.



- E. Any person who allegedly commits an act of the nature stated in Section II and classified under Pennsylvania law as a misdemeanor of the first degree shall be barred from all Authority property for a period of five (5) years.
- F. Any person who allegedly commits an act of the nature stated in Section II and classified under Pennsylvania law as a misdemeanor of the second degree shall be barred from all Authority property for a period of three (3) years.

#### IV. BAR NOTICE

- A. All such acts and alleged acts as defined in Section II shall be reported to the Executive Director and/or Deputy Executive Director of the Authority by an Authority employee within five (5) days of when such an act comes to their attention.
- B. The Authority shall also request police incident reports from the various local police departments any time an incident of the nature in Section II occurs on Authority property and the police are summoned to the Authority property, or an investigation leads to the knowledge of the incident occurring on Authority property.
- C. Once the alleged act is reported to the Executive Director and/or Deputy Executive Director, he/she shall issue a bar notice to the actor at the actor's last known address.
  - 1. The notice shall be based upon the conduct stated in Section II.
  - 2. The notice shall state the duration of the bar in accordance with Section III.
  - 3. The notice shall inform the actor that he or he/she has the right to appeal the bar notice to the Executive Director of the Authority in accordance with Section 6.

#### V. SERVICE OF NOTICE

- A. The bar notice shall be mailed to the actor at his or her last known address by certified mail, return receipt requested.
- B. If the certified mail is returned to the Authority as unclaimed or refused, the notice shall again be sent to the actor at his or her last known address by regular mail, accompanied by a Certificate of Mailing.
- C. Service shall be complete upon receipt of the certified mail return receipt, or upon the mailing of the subsequent regular mail so long as the bar notice via regular mail is not returned to the Authority with the notation of "Addressee Unknown."
- D. The certified mail receipt card and Certificate of Mailing shall be attached to the Authority's copy of the bar notice.
- E. A copy of the bar notice shall also be sent to the applicable local police department.

## VI. APPEAL

- A. Any actor receiving a bar notice shall have the privilege of appealing the issuance of the bar notice to the Executive Director of the Housing Authority.
- B. The appeal must be filed in writing, within 5 days of receipt of the bar notice as determined from the return receipt and state the specific reason or reasons why the actor should not be barred for the violation of the provisions of Section II of this Policy.
- C. The appeal shall not act as a supersedeas of the bar.
- D. The Director shall set a hearing for the appellant within a reasonable time from the receipt of the appeal and notify the appellant of the same.
- E. All appeals shall take place during regular business hours of the Authority and be held in the Community Room of the Holland Towers at 1120 Market Street, Meadville, Pennsylvania 16335.
- F. The Housing Authority shall make a decision following the conclusion of the hearing.
- G. Failure of the appellant to appear shall automatically be grounds for dismissal of the appeal.
- H. When the bar is reversed the Authority shall notify the local police department of the removal of the bar.

## VII. BAR LOG AND POSTING

- A. The Authority shall maintain a log of all persons barred from Authority property.
- B. The log shall show the date of the bar and the date the bar expires.
- C. The log shall be updated on an as needed basis.
- D. In addition to the bar log, the Authority shall maintain a file with all bar notices and mail receipts.
- E. The bar log shall be available for Tenant view and inspection in the management office of each residential development owned or managed by the Authority.
- F. A Notice as to the existence and location of the Defiant Trespass Log and the duty of each and every tenant to periodically inspect the list to ensure that any guest of a tenant is not on the Defiant Trespass List shall be posted in a conspicuous location outside the management office for each housing site. Attached is a copy of the Notice to be posted.

## VIII. VIOLATION

- A. Any person violating the provisions of this bar policy shall be immediately reported to the appropriate law enforcement department for arrest and prosecution under 18 Pa.C.S.A. §3503, or eviction as the case may be.

**IX. SAMPLE NOTICE**

The Housing Authority of the City of Meadville has a Defiant Trespass Policy which prohibits certain individuals from entering upon Housing Authority property, including any occupied rental unit or common area.

It is the responsibility of each tenant to ensure that your guests and people that come to visit you are not on the Defiant Trespass List. A copy of the list of those individuals who are barred from Housing Authority property is available for tenant inspection in the management office and should be reviewed by each tenant periodically.

You can be evicted for permitting persons on the Defiant Trespass List to visit with you on Authority property.

## **FIRE SAFETY POLICY**

### **I. PROCEDURES FOR EVACUATION**

#### **A. FIRE ALARM**

1. Tenant hears the fire alarm and calls 911.
2. Tenant touches door to make sure it is cool.
  - a. If the door is cool:
    1. The tenants/visitors leave the apartment.
    2. The tenant closes the door.
  - b. If the door is warm to the touch:
    1. The tenant/visitor remains in the apartment.
    2. The tenant/visitor places a towel at the bottom of the door to keep the smoke from entering the apartment.
    3. The tenant/visitor hangs a towel out the apartment window. This notifies the fire department that someone is in the apartment.
    4. The tenant/visitor calls 911 to let them know they are in apartment address.

#### **B. SEVERE WEATHER**

1. If a severe weather warning is issued by the National Weather Service:
  - a. The tenant/visitor move into any room away from any windows until the warning is lifted.
  - b. Examples: 1. Laundry Room, 2. Under the stairs near the Laundry Room, 3. Bathroom

### **II. TAMPERING**

#### **A. Tenants/visitors are not permitted to tamper with smoke alarms or fire extinguishers. This includes yet is not limited to the following:**

1. **SMOKE ALARM**
  - a. Covering a smoke alarm
  - b. Removing a battery
  - c. Putting the battery in backwards
  - d. Unplugging alarm
  - e. Removing detector
  - f. Rendering a smoke alarm inoperable by any means

2. FIRE EXTINGUISHER

- a. Discharging for non-emergency reason
- b. Not reporting that the extinguisher was used

III. VIOLATIONS

A. Any tenant who violates this policy may be subjected to the following Progressive Disciplinary Actions. Visitor violations of this policy may result in disciplinary actions being taken against the tenant who invited or permitted the entry of the offending visitor into the building.

- 1. The following Progressive Disciplinary Actions may be taken if tenants/visitors do not follow the procedures.
  - a. **FIRST OFFENSE:** The tenant/visitor may be given a verbal warning by the Housing Authority. As confirmation of this warning, a letter documenting the conversation may be issued to the tenant with a copy placed in their file and sent to the Meadville Fire Department.
  - b. **SECOND OFFENSE:** The Fire Department may issue a Letter of Warning. The Housing Authority may issue an eviction notice.
  - c. **THIRD AND SUBSEQUENT OFFENSES:** The Fire Department may issue a citation, which could result in a fine and/or imprisonment. The Housing Authority may issue an eviction notice.

## **SMOKE-FREE/TOBACCO-FREE POLICY**

### **I. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT RULE**

- A. On November 29, 2016, the Department of Housing and Urban Development (HUD) adopted Rule RIN 2577-AC97, effective February 3, 2017, which requires every Public Housing Agency (PHA) administering public housing to implement a Smoke-Free policy. Specifically, no later than 18 months from the effective date of the rule, each PHA must implement a “Smoke-Free” policy banning the use of “prohibited tobacco products” in all public housing living units, indoor common areas in public housing, and in PHA administrative office buildings. The Smoke-Free policy must also extend to all outdoor areas up to 25 feet from the public housing and administrative office buildings.
- B. Under the Rule, a PHA’s Smoke-Free policy must, at a minimum, ban the use of all prohibited tobacco products, which are defined as (1) items that involve the ignition and burning of tobacco leaves, such as (but not limited to) cigarettes, cigars, and pipes, and (2) to the extent not covered by (1), waterpipes (hookahs).

### **II. PURPOSE OF POLICY**

- A. This Smoke-Free tobacco free policy is intended to benefit the Housing Authority and all its public housing residents, visitors, and staff by mitigating (i) the irritation and known adverse health effects of secondhand smoke; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the higher costs of fire insurance for a non-Smoke-Free building.

### **III. DEFINITIONS**

- A. “Smoking” means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form. “Smoking” also includes the use of an electronic smoking device which creates an aerosol or vapor, in any manner or in any form.
- B. “Electronic Smoking Device” means any product containing or delivering nicotine or any other substance intended for human consumption that can be used by a person in any manner for the purpose of inhaling vapor or aerosol from the product. The term includes any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, e-pipe, e-hookah, or vape pen, or under any other product name or descriptor.

IV. ALL BUILDINGS TO BE SMOKE-FREE AND TOBACCO FREE

- A. All public housing buildings and administrative offices shall be Smoke-Free. Use of tobacco in any form and/or smoking is prohibited in all living units, including any associated balconies, decks, or patios, and in the common areas of the buildings, including, but not limited to, community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices, and elevators.

V. USE OF TOBACCO AND SMOKING ON GROUNDS OF BUILDINGS

- A. Use of Tobacco and/or Smoking is prohibited anywhere on the grounds adjoining public housing and office buildings, including entryways, patios, and yards or on the grounds adjoining public housing and office buildings or anywhere on Authority property.

VI. APPLICABILITY OF POLICY

- A. This Policy is applicable to all residents, Housing Authority employees, visitors, contractors, volunteers, and vendors.

VII. RESPONSIBILITIES OF TENANTS

- A. Tenants and household members shall be responsible to enforce this Policy as to their guests, invitees, and visitors to their residential units. Further, a Tenant shall promptly give the Housing Authority a written statement of any incident where tobacco or marijuana smoke, or vapor from an electronic cigarette, is migrating into the Tenant's apartment unit from sources outside the Tenant's unit.

VIII. HOUSING AUTHORITY TO PROMOTE SMOKE-FREE/TOBACCO FREE POLICY

- A. The Housing Authority shall post no-smoking signs at entrances and exits, common areas, and hallways, and in conspicuous places on the grounds of all residential and administrative office buildings. In addition, the Housing Authority shall provide copies of this Policy to all Tenants and prospective Tenants.

IX. VIOLATIONS OF POLICY

- A. A violation of this Smoke-Free-Tobacco Free Policy shall be considered a material breach of the Tenant's Lease and grounds for enforcement actions, including eviction, by the Housing Authority. A Tenant who violates the Policy shall also be liable to the Housing Authority for the costs of repair to the Tenant's apartment unit due to damage from smoke odors or residue.
- B. A violation of this Smoke-Free-Tobacco Free Policy includes items that are in plain view that result in the Tenant possibly smoking tobacco, smoking marijuana, and/or vaping including but not limited to ashtrays, ashes, butts, clips, packages, electronic cigarettes and cartridges, hukkahs, bonges, water pipes, etc.

- C. A violation of this Smoke-Free-Tobacco Free Policy includes the odors associated with smoking, vaping, etc. as detected by housing authority employees.

X. HOUSING AUTHORITY NOT GUARANTOR OF SMOKE-FREE ENVIRONMENT

- A. The Housing Authority's adoption of this Smoke-Free-Tobacco Free Policy does not make the Housing Authority or any of its officers, employees, or agents, the guarantor of the health of any Tenant or of the Smoke-Free condition of the portions of its properties in which smoking is prohibited under the Policy. However, the Housing Authority will take reasonable steps to enforce the Policy. The Housing Authority is not required to take steps in response to smoking in violation of this Policy unless the Housing Authority either has actual knowledge of the smoking and the identity of the responsible Tenant or has been given written notice of the smoking.

XI. HOUSING AUTHORITY DISCLAIMER

- A. The Housing Authority's adoption of this Smoke-Free Policy does not in any way change the standard of care that the Housing Authority would have to render buildings and premises designated as Smoke-Free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. The Housing Authority specifically disclaims any implied or express warranties that the building, common areas, or Tenants' premises will have any higher or improved air quality standards than any other rental property. The Housing Authority cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke or vapor. The Housing Authority's ability to police, monitor, or enforce the provisions of this Policy is dependent in significant part on voluntary compliance by Tenants and their guests/visitors. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that the Housing Authority does not assume any higher duty of care to enforce this Policy than any other Housing Authority obligation under the Tenants' Lease Agreement.

XII. CHEWING TOBACCO

- A. Chewing tobacco is prohibited in all places and to the same extent as smoking and will result in the same enforcement actions.



### XIII. PROCEDURES FOR VIOLATIONS

#### A. Tenants/Visitors

1. The following Progressive Disciplinary Actions may be taken if tenants/visitors do not follow this policy:
  - a. **FIRST OFFENSE:** The tenant/visitor may be given a verbal warning by the Housing Authority. As confirmation of this warning, a letter documenting the conversation will be issued to the tenant with a copy placed in their file.
  - b. **SECOND OFFENSE:** The Housing Authority may issue a Letter of Warning to the tenant with a copy placed in their file.
  - c. **THIRD AND SUBSEQUENT OFFENSES:** The Housing Authority may issue an eviction notice or a Letter of Warning as circumstances dictate to the tenant with a copy placed in their file.

#### B. Outside Contractors

1. All contracts will contain requirements that the Contractors, their employees, all sub-contractors and their employees and materialmen shall adhere to this Policy.

### XIV. COPY RIGHT DISCLAIMER

- A. This Policy is based on the Model Policy of the American Nonsmokers' Rights Foundation.

## **SUGGESTIONS AND COMMENTS POLICY**

The Housing Authority of the City of Meadville was established to provide decent, safe, and sanitary homes to low-income families within the designated jurisdiction. This can be successfully accomplished within the financial means of the authority, the dedication of the employees and board, in conjunction with local supportive agencies, and the cooperation of the tenants residing at the properties. The housing authority strives to meet the needs of the families that are being served, yet there are times that tenants have concerns. This policy is developed to provide a line of communication between the housing authority and the tenants.

### **I. PURPOSE**

- A. The purpose of this policy is to establish a set of procedures for tenants to advise the housing authority and, if necessary, the Department of Housing and Urban Development of situations and concerns.
- B. These procedures must be followed by all housing authority tenants when expressing concerns.

### **II. SUGGESTION FORM**

- A. Tenants must use the designated “Suggestion Form” to submit their written concerns.
- B. Tenants must complete, sign, and date the form.
- C. Tenants may request assistance in completing the form, yet they must sign and date.

### **III. PROCEDURES FOR FILING COMPLAINTS:**

- A. Level 1
  - 1. Tenants must submit all suggestions, concerns, and complaints in writing by using the designated form to the Property Manager.
  - 2. The Property Manager will review the form and attempt to address/resolve the situation. The Property Manager may respond in writing only.
  - 3. Tenants submitting the form regarding other tenants will not receive updates on the situation as it is considered confidential.
- B. Level 2
  - 1. Tenants that feel that their concerns were not satisfactorily addressed, may submit the designated form to the Executive Director.

2. Tenants must submit all suggestions, concerns, and complaints in writing by using the designated form to the Executive Director. Tenants must also include a copy of the form submitted to the Property Manager and the proposed resolution.
3. The Executive Director will review the documents and attempt to address/resolve the situation. The Executive Director may respond in writing only.
4. Tenants submitting a form regarding other tenants will not receive updates on the situation as it is considered confidential.

C. Level 3

1. Tenants that feel that their concerns were not satisfactorily addressed, may submit the designated form to the Executive Director requesting that the concern be referred to the Board of Directors.
2. Tenants must submit all suggestions, concerns, and complaints in writing by using the designated form to the Executive Director for the Board of Directors. Tenants must include copies of the originally submitted forms to the Property Manager and the Executive Director, as well as the proposed resolutions for each.
3. The Executive Director will provide the form to the Board of Directors for their review, as well as the forms submitted in accordance with Levels 1 and 2 along with the proposed resolution for each.
4. The Board of Directors may exercise the option of meeting with the tenant, responding in writing, and/or provide direction to the housing authority staff.
5. Tenants submitting a form regarding other tenants will not receive updates on the situation as it is considered as confidential.

D. Level 4

1. Tenants, who followed the previous steps, and still feel that their concerns were not satisfactorily addressed, may submit information to the Department of Housing and Urban Development.
2. Tenants must provide the Department of Housing and Urban Development all the documents including but not limited to all Suggestions Forms submitted in each of the levels as well as all of the proposed resolutions.

3. Tenants must provide the Executive Director a copy of information submitted to the Department of Housing and Urban Development.
4. The Department of Housing and Urban Development reserves the right to respond directly to the tenant or through the Executive Director.
5. Tenants submitting a form regarding other tenants will not receive updates on the situation as it is considered as confidential.

E. Reasonable Accommodations for Persons with Disabilities

1. Tenants unable to complete the Suggestion and Comments Form may request assistance from the housing authority staff.
2. The tenant will state their concern to the housing authority employee who will transfer the verbal comments to the form.
3. The housing authority employee will read back what was written on the form to confirm the verbal comments were interpreted properly.
4. The tenant must sign and date the form for it to be considered a valid concern.

IV. RECEIPT AND RESPONSE OF COMPLAINTS

- A. All forms received must be dated stamped and initialed.
- B. The forms are placed in the appropriate manager's designated internal mailbox.
- C. The manager must, at minimum, acknowledge receipt of the Suggestions and Comment Form and attempt to resolve the tenant issue in less than 30 calendar days.
- D. The managers will provide a written statement what, if any, actions are being taken.

V. VERBAL SUGGESTIONS, CONCERNS, AND COMPLAINTS

- A. Tenants verbally expressing suggestions, concerns, and complaints to the housing authority staff does not constitute a valid concern and will not be addressed.
- B. Tenants verbally expressing suggestions, concerns, and complaints to the housing authority board does not constitute a valid concern and will not be addressed.
- C. Tenants verbally expressing suggestions, concerns, and complaints to the City of Meadville Fire Department, Police Departments, and/or any employees under said umbrella does not constitute a valid concern and will not be addressed.

- D. Tenants verbally expressing suggestions, concerns, and complaints to any other entity does not constitute a valid concern and will not be addressed.
- E. Tenants expressing suggestions, concerns, and complaints to the Department of Housing and Urban Development without following the aforementioned procedures does not constitute a valid concern and will not be addressed.

# SUGGESTION FORM

Name: \_\_\_\_\_  
Address: \_\_\_\_\_ Apt. # \_\_\_\_\_  
Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Received By: \_\_\_\_\_

## **“THREE STRIKES AND YOU’RE OUT” POLICY**

Tenants are permitted three eviction notices. The Authority follows the “Three Strikes and You’re Out” procedure for those tenants who continuously violate the lease provisions. Families who receive (3) termination letters will automatically be evicted and are still required to pay any fees involved as well as rent and charges.

### **I. LEASE TERMINATION PROCEDURES**

#### **A. General Policy: Lease Terminations**

1. No resident’s lease shall be terminated except for noncompliance with HUD regulations and the lease terms.
2. Tenants are permitted three eviction notices. The Authority follows the “Three Strikes and You’re Out” procedure for those tenants who continuously violate the lease provisions. Families who receive (3) termination letters will automatically be evicted and are still required to pay any fees involved as well as rent and charges.

#### **B. Notice Requirements**

1. No **Tenant** shall be given a Notice of Lease Termination without being told by the Authority in writing the reason for the termination.
2. The resident must also be informed of his/her right to request an information hearing in accordance with the Grievance Procedure and be given the opportunity to make such a reply as he/she may wish. The written request must be received by the (Housing Authority) **Landlord** within five business days after served to the tenant in accordance with the above-mentions procedures.
3. Notices of lease termination may be served personally or posted on the apartment door. A picture is taken of the posting of the notice and is maintained with the **Tenant’s** file.
4. Notice shall include a statement describing the right of any resident with a disability to meet with the manager and determine whether a reasonable accommodation could eliminate the need for the lease termination.

#### **C. HUD-Declared Due Process Determination**

1. The **Landlord** may exclude from the Grievance Procedures any grievance concerning a termination of tenancy or eviction that involves:
  - a. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other tenants or employees of the **Landlord**.
  - b. Any violence or drug-related criminal activity on or off such premises.
  - c. Any criminal activity that resulted in felony conviction of household member.

D. Record-Keeping Requirements

1. A written record of every termination and/or eviction shall be maintained by the Authority, and shall contain the following information:
  - a. Name of tenant, number and identification of unit occupied.
  - b. Date of the Notice of Lease Termination and any other state or local notices required, which may be on the same form and run concurrently.
  - c. Specific reason(s) for the notices, with sections of the lease violated, and other facts pertinent to the issuing of the Notices described in detail.
  - d. Date and method of notifying tenant, and
  - e. Summaries of any conferences held with tenant including names of conference participants and conclusions.
  - f. Number of violations under the “Three Strikes and You’re Out.”



## LANDLORD OBLIGATIONS

1. **Landlord** will maintain the apartment and property (including buildings, facilities, offices, and common areas) (including the condition of the electrical service, the plumbing) (including adequate hot and cold running water), the sanitary systems, the heating systems, the ventilating systems, the appliances, and (disposal of garbage, rubbish, and other waste) in a decent, safe and sanitary condition.
2. **Landlord** will comply with the Housing Authority of the City of Meadville Admission and Occupancy Policy adopted January 26, 2005, including procedures for the administration and management of Housing Authority-owned properties, Building Codes, Fire Codes, Local Laws, State Laws, and Department of Housing and Urban Development Regulations as stated in 24 CFR Parts 5 and 966.
3. **Landlord** will supply a refrigerator, ice cube trays (2), a range and broiler pan (see attached Charge List).
4. **Landlord** will make necessary repairs to the apartment in a timely manner after a request is made by **Tenant** or an employee of the Housing Authority of the City of Meadville.
5. **Landlord** may offer alternative accommodations if available where necessary repairs cannot be made within a reasonable amount of time.
6. **Landlord** will give the **Tenant** written notice of any maintenance charges, incurred as a result of a transfer of a **Tenant** to another unit.
7. **Landlord** will give the **Tenant** written notice of violations of the Public Housing Lease, in the form of a Letter of Warning or a Lease Termination as the Landlord determines to be appropriate under the circumstances.
8. **Landlord** will give the **Tenant** written notice (sent by First Class Mail, handed to a household member, or posted on apartment door) not less than 48 hours for the need to enter the apartment during regular business hours to perform routine maintenance, for routine and special inspections, maintenance repairs, extermination, and work performed by a contractor hired by the **Landlord**. **Tenant's** refusal for entry in the apartment may result in eviction.
9. **Landlord** may enter the apartment without written notice to the **Tenant** when there is reasonable cause to believe there is an emergency.

10. **Tenant** authorizes **Landlord** to enter the apartment without written notice to the **Tenant** when the **Tenants** request a work order. **Landlord** will leave a written statement which is given to the **Tenant** or left in the apartment if the **Tenants** are not home, of the reason for the entry, which includes but is not limited to inspection problems, housekeeping matters, the need for a reinspection and approximate timeframe, maintenance repairs, date entered, time entered, housing authority staff and/or contractor in the apartment. **Tenant** must permit entry into the apartment for any work order requested by the tenant or generated by the **Landlord**. **Tenant's** refusal for entry in the apartment may result in eviction.

## **LANDLORD TERMINATION OF TENANCY**

1. **Landlord** may terminate when **Tenants** do not pay rent without demand.
2. **Landlord** may terminate when **Tenants** do not pay any charges without demand.
3. **Landlord** may terminate when **Tenants** do not follow the attached Rules and Regulations.
4. **Landlord** may terminate when **Tenants** do not follow the attached Criminal Policy, Defiant Trespass Policy, Fire Safety Policy, Smoke-Free/Tobacco-Free Policy, “Three Strikes and You’re Out Policy (3 eviction notices),” Suggestions and Comments Policy, and Community Room and Community Space Policy.
5. **Landlord** may terminate when **Tenants** do not follow the Pet Policy and/or the Service Animal Policy (when applicable).

## **LANDLORD TERMINATION PROCEDURE**

1. **Landlord** will serve **Tenants** with a 14-day “Lease Termination Notice” when **Tenants** do not pay rent without demand.
2. **Landlord** will serve **Tenants** with a 14-day “Lease Termination Notice” when **Tenants** do not pay any charges without demand.
3. **Landlord** will serve **Tenants** with a 14-day “Lease Termination Notice” when **Tenants** do not follow the attached Rule and Regulations.
4. **Landlord** will serve **Tenants** with a 14-day “Lease Termination Notice” when **Tenants** do not follow the attached Criminal Policy, Defiant Trespass Policy, Fire Safety Policy, Smoke-Free/Tobacco-Free Policy, “Three Strikes and You’re Out Policy.” (3 eviction notices).
5. **Landlord** will serve **Tenants** with a 14-day “Lease Termination Notice” when **Tenants** do not follow the Pet Policy and/or the Service Animal Policy (when applicable).
6. **Landlord** will serve **Tenants** with a 14-day “Lease Termination Notice” when **Tenants** repeatedly violate the Public Housing Lease, the attached Rules and Regulations, Criminal Policy, Defiant Trespass Policy, Fire Safety Policy, Smoke-Free/Tobacco-Free Policy, “Three Strikes and You’re Out Policy.” (3 eviction notices).
7. **Landlord** will give the **Tenant** an opportunity to appeal any action taken by the **Landlord**.

## DECEASED TENANT PROCEDURE

1. **Single Household Member: Landlord** will advise **Tenant's** family or designated person that the personal belongings shall be removed within fourteen (14) days upon notifying the Landlord of the death of the **Tenant**. **Landlord** may negotiate a longer period of time not to exceed thirty (30) consecutive days as long as the rent is paid. **Landlord** may sue for rent, eviction and possession beyond the thirty (30) days. Any Live-in Aide is not entitled to the apartment as a remaining member of the Household.
2. **Multiple Household Members with Deceased Head of Household – Surviving Adult Household Member: Landlord** will conduct an “Interim Reexamination” to remove the Deceased Head of Household and move a remaining adult member to head of household.
3. **Multiple Household Members with Deceased Head of Household – Surviving Minor Household Member(s): Landlord** will conduct an “Interim Reexamination” to remove the Deceased Head of Household and allow a temporary adult household guardian to reside in the unit until a court-appointed guardian is established.

## CHECK-IN AND CHECK-OUT POLICY

These procedures are set forth for the **Tenant** and **Landlord** to follow when leasing a new unit and when the lease terminates.

### CHECK-IN:

1. The **Landlord** schedules an appointment with the **Tenant**.
2. The **Landlord** reviews the lease with the **Tenant**. All adult members of the household sign the lease. The **Landlord** maintains a copy of the lease in the **Tenant's** file. The **Landlord** gives the **Tenant** a copy of the lease.
3. The **Tenant** pays the **Landlord** the full amount of the Security Deposit and Pro-rated rent.
4. The **Landlord** issues a receipt to the **Tenant**.
5. The **Landlord** conducts an inspection of the unit with the **Tenant** and records any pre-occupancy damages on the required inspection form.
6. The **Landlord** gives the **Tenant** the appropriate numbers of keys and FOB (if any) to the **Tenant**.

### CHECK-OUT:

1. The **Tenant** must submit a 14-day Notice of Intent to Vacate to **Landlord**, which states a forwarding address and the final day of the lease.
  - a. If the **Tenant** moves out and hands the keys to the landlord before the 14 days, the **Landlord** will charge the **Tenant** until the termination date of the lease as stated on the Notice of Intent to Vacate.
  - b. If the **Tenant** moves out after the 14 days, the **Landlord** will charge the **Tenant on a daily basis as set forth below**, until the keys are turned in to the Administrative Office.
    1. If the **Tenant** hands the keys to the **Landlord** on or before 12:00 p.m. on a normal business day, the **Landlord** will charge the rent up to the close of that business day.
    2. If the **Tenant** hands the keys to the **Landlord** after 12:00 p.m. on a normal business day, the **Landlord** will charge the rent up to the close of the next business day. (The **Landlord** may charge the **Tenant** rent for the weekends and holidays between the business day until the keys are received and the next business day.)
    3. If the **Tenant** leaves the keys in the drop-off box at the Administrative Office, the **Landlord** will charge rent based on the above-referenced schedule based upon time of actual receipt in the hands of the **Landlord** staff.

2. The **Tenant** is responsible for cleaning the apartment, disposing of all garbage and personal belongings, leaving the items provided to the Tenant as shown on the list provided to the Tenant at the time the Tenant submits the Notice of Intent to Vacate form. The **Tenant** agrees to pay for any of the above-mentioned items that were not accepted by the **Landlord**.
3. **Tenants** must remove all personal property including but not limited to furniture, fixtures, shelving, cabinets, tables, equipment, lighting, clothing, dishes, and any other items that are in the possession of the **Tenant** before the termination, expiration of the Lease Term, or before the apartment is abandoned. Any items that remain will be disposed of by the Landlord at the **Tenant's** expense. Tenant expressly waives, to the maximum extent permissible, the provisions of **§250.505a. Disposition of abandoned personal property**.
4. The **Landlord** conducts a move-out inspection of the unit. The **Landlord** records any damages on the inspection report.
5. Within 30 days, the **Landlord** will either
  - a. refund the Security Deposit and/or Rent less any damages, charges, and/or unpaid rent to the **Tenant**, at the address listed on the Notice of Intent to Vacate form, or
  - b. issue a statement listing charges for tenant damages, charges, and/or unpaid rent applying the Security Deposit and/or and prepaid Rent to the **Tenant** at the address listed on the Notice of Intent to Vacate form.

## MOVE-IN CHECKLIST OF HOUSING AUTHORITY PROPERTY

- |                        |                                  |
|------------------------|----------------------------------|
| _____ 2 ICE CUBE TRAYS | _____ BROILER PAN                |
| _____ REFRIGERATOR     | _____ STOVE                      |
| _____ SMOKE DETECTORS  | _____ BATTERIES FOR SMOKE ALARMS |
| _____ GLOBES/SHADES    | _____ CURTAIN RODS AND BRACKETS  |

## MOVE-OUT CHECKLIST OF HOUSING AUTHORITY PROPERTY

Any items listed below that are missing will be charged to the **Tenant**.

- |                        |                                  |
|------------------------|----------------------------------|
| _____ 2 ICE CUBE TRAYS | _____ BROILER PAN                |
| _____ REFRIGERATOR     | _____ STOVE                      |
| _____ SMOKE DETECTORS  | _____ BATTERIES FOR SMOKE ALARMS |
| _____ GLOBES/SHADES    | _____ CURTAIN RODS AND BRACKETS  |

**NOTICE OF INTENT TO VACATE**

I, \_\_\_\_\_ GIVE MY 14-DAY NOTICE OF INTENT TO VACATE  
UNIT NO. \_\_\_\_\_ AT \_\_\_\_\_ ON \_\_\_\_\_ FOR THE  
FOLLOWING REASON(S):

\_\_\_\_\_  
\_\_\_\_\_

MY FORWARDING ADDRESS IS:

\_\_\_\_\_  
\_\_\_\_\_

I acknowledge and understand that any personal items that remain in the apartment after the term of the lease ends will be disposed of by the Landlord and I will be charged based on the Tenant Charge List. I expressly waive, to the maximum extent permissible, the provisions of **§250.505a. Disposition of abandoned personal property.**

\_\_\_\_\_  
TENANT                      DATE

ACCEPTED BY:

HOUSING AUTHORITY OF THE CITY OF MEADVILLE

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE



## RELEASE OF RESPONSIBILITY

In consideration of the Housing Authority of the City of Meadville agreeing to permit me to rent and occupy an apartment, I \_\_\_\_\_  
(print name) understand that I will not hold the Housing Authority of the City of Meadville responsible for any damage to or loss of personal property that is in or on the leased premises (this includes the sidewalks and yards in front and rear of the apartments). I further understand that as part of maintaining the properties, the housing authority will mow and rake the grass and/or leaves. As part of this process, I understand that if I have not removed my personal belongings, those belongings will be removed from the sidewalks and yards to enable the maintenance staff to maintain these areas. If any of my personal belongings are lost, broken and/or stolen, it will be solely my own responsibility to replace the items. I further release and hold harmless the Housing Authority of the City of Meadville from any claims, demands, causes of action and damages of any type including but not limited to consequential damages, arising from or related in any way to loss injury or destruction of personal property located on sidewalks or yards.

Intending to be legally bound, I have signed this Release of Responsibility this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

<b>TENANT:</b>	<b>HOUSING AUTHORITY:</b>
Signature	Name
Date	Title
Signature	Signature
Date	Date

## EMERGENCY INFORMATION

NAME: \_\_\_\_\_ ADDRESS: \_\_\_\_\_ FAMILY

CONTACT INFORMATION		
NAME: _____		
RELATIONSHIP: _____		
ADDRESS: _____		
TELEPHONE NUMBER:		
HOME: _____	WORK: _____	CELL: _____

CONTACT INFORMATION		
NAME: _____		
RELATIONSHIP: _____		
ADDRESS: _____		
TELEPHONE NUMBER:		
HOME: _____	WORK: _____	CELL: _____

PHYSICIAN: _____		
ADDRESS: _____		
TELEPHONE NUMBER: _____		

In case of my hospitalization I, \_\_\_\_\_ give permission to the office staff to allow \_\_\_\_\_ to enter my apartment, have keys to my apartment, and be responsible for removing belongings, to bring to my location or dispose of in case of my death, and I for myself, my heirs, and assigns, hereby relieve the Housing Authority of the City of Meadville and its agents, employees, and directors from any and all liability in connection with same.

Wherefore, intending to be legally bound, I hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

TENANT:		HOUSING AUTHORITY:	
_____	_____	_____	_____
Signature	Date	Name	Title
_____	_____	_____	_____
Signature	Date	Signature	Date

**BENEFICIARY DESIGNATION FOR  
REFUND OF  
SECURITY DEPOSIT/UNEARNED RENT  
FORM**

The purpose of this form is for the sole purpose of designating an individual to receive any refunds of Security Deposit and/or Unearned Rent (less any charges) in the event of my death that requires another party to terminate my lease.

I, \_\_\_\_\_, set forth the following beneficiaries and understand that I may change the beneficiary(s) at any time. I also understand that this form will only be used in event of my death.

**PRIMARY BENEFICIARY**

NAME: \_\_\_\_\_

RELATIONSHIP: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER:

HOME: \_\_\_\_\_ WORK: \_\_\_\_\_ CELL: \_\_\_\_\_

**CONTINGENT BENEFICIARY**

NAME: \_\_\_\_\_

RELATIONSHIP: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER:

HOME: \_\_\_\_\_ WORK: \_\_\_\_\_ CELL: \_\_\_\_\_

**TENANT:**

**HOUSING AUTHORITY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**DIRECT DEBIT PAYMENT  
AUTHORIZATION FORM**

Company Name: HOUSING AUTHORITY OF THE CITY OF MEADVILLE  
Company Tax ID                     

I authorize HOUSING AUTHORITY OF THE CITY OF MEADVILLE, hereinafter called COMPANY, to initiate debit entries to my **Checking Savings** account (select one) indicated below at the depository financial institution named below, hereinafter called DEPOSITORY. Also, if necessary, initiate adjustments for any transactions debited in error.

Depository  
Bank Name \_\_\_\_\_ Branch \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Routing/Transit Number \_\_\_\_\_ Account No. \_\_\_\_\_

This authorization will remain in full force and effect until COMPANY has received written notification from me of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

Customer  
Name \_\_\_\_\_ SSN \_\_\_\_\_  
PLEASE PRINT

Customer  
Signature \_\_\_\_\_ Date \_\_\_\_\_

OPTIONAL:  
Depository Bank Verification: \_\_\_\_\_ Date: \_\_\_\_\_  
SIGNATURE OF BANK REPRESENTATIVE

**NOTE: IN THE CASE OF REVOKED AUTHORIZATION, ALL WRITTEN AUTHORIZATIONS MUST BE REVOKED ONLY BY NOTIFYING THE ORIGINATOR (COMPANY) IN WRITING NO LATER THAN 15 DAYS BEFORE THE NEXT TRANSACTION EFFECTIVE DATE.**

**A VOIDED CHECK MUST BE ATTACHED TO THIS FORM. STAPLE VOIDED CHECK BELOW.**

## TENANT CHARGE LIST – FAMILY

This charges list is for damages to the apartment that are beyond normal wear and tear. Tenants will be charged for the repairs and replacement if the repairs or replacements are due to misuse. Normal wear and tear is the authority's expense. Maintenance staff is only permitted to respond to emergency work items that are assigned by the Administrative Staff. If damages occur in the unit, whether by occupants or visitors, the tenant is responsible for the costs incurred.

DO NOT HANG ANYTHING ON THE DOORS OF YOUR APARTMENT! This includes front and back doors, bedroom doors, closet doors, etc. Nail holes and thumbtacks on doors are damages and tenants will be charged for a door replacement.

When hanging pictures, please use the appropriate picture hooks (or small nails). Do not use large nails or permanent self-adhesive hooks!

### BATHROOM

Basin Stopper	10.00
Exhaust Fan	ACTUAL COST
Faucet	100.00
Lifting Toilet Due to Tenant Caused Clog	50.00
Light Bar over Medicine Cabinet	100.00
Medicine Cabinet (Broken Mirror, Damaged or Missing Shelf)	130.00
Showerhead	20.00
Towel Bar	20.00
Tub Stopper	25.00
Unplug Bathtub Drain	30.00
Unplug Toilet	30.00
Unplug Sink	30.00
Sink/Vanity	200.00
Toilet	220.00
Toilet Paper Holder (Brackets)	25.00
Toilet Paper Roller	10.00
Toilet Seat	50.00
Tub Repair	ACTUAL COST

## KITCHEN

Basin Stopper	10.00
Cabinet (Repair and/or Replacement)	ACTUAL COST
Cupboard Door	ACTUAL COST
Cupboard Drawer	ACTUAL COST
Countertop	ACTUAL COST
Faucet	200.00
Range Hood	125.00
Range Replacement	ACTUAL COST
Range Accessories	
Broiler Pan	60.00
Burner	25.00
Burner Grates	25.00
Burner Valve	50.00
Knobs	20.00
Oven Door	100.00
Oven Door End Caps	20.00
Racks	20.00
Refrigerator Replacement	ACTUAL COST
Refrigerator Accessories	
Crisper Drawer	90.00
Dairy Cover Door	40.00
Door Bar	40.00
Door Bracket	8.00
Door Handle	65.00
Door Seal	70.00
Glass Shelf	50.00
Kick Plate	60.00
Wire Shelf	75.00
Crisper Rail	25.00
Sink	120.00
Unclog Sink	30.00

## DOORS (INTERIOR)

Door Jamb Repair	70.00
Door Replacement (Bedroom and Bathroom)	200.00
Door Replacement (Closet)	150.00
Door Replacement (Furnace Room) (Per Door)	800.00
Door Replacement (Laundry Room) (Per Door)	125.00
Door Stops	20.00
Door Hardware	50.00
Cleaning including but not limited to tape residue, crayon, etc.	25.00

## DOORS (EXTERIOR)

Door (Entry)	300.00
Door (Storm)	200.00
Door Hardware (Entry Door)	50.00
Door Hardware (Storm Door)	50.00
Door Handle/Lock (Entry Door)	100.00
Cleaning including but not limited to tape residue, crayon, etc.	25.00

## ELECTRICAL

Cover Plate (Blank)	5.00
Diffuser	20.00
GFCI Receptacle	30.00
GFCI Receptacle Cover	5.00
GFCI Receptacle Exterior Box and Cover	10.00
Lens Cover	40.00
Light Globe	20.00
Light Switch	15.00
Light Switch - Stacked	25.00
Light Switch Cover	5.00
Receptacle	15.00
Receptacle Cover	5.00
Thermostat	50.00
Thermostat Cover	50.00
Wall Jack Includes Cover Plate (Cable)	10.00
Wall Jack Includes Cover Plate (Telephone)	10.00

## FIRE SAFETY EQUIPMENT

Smoke Alarm	150.00
Halo Alarm	500.00
Fire Extinguisher	100.00

## GARBAGE REMOVAL

Bag of Garbage – Any Size	10.00
Old Appliances, Furniture, tires, etc. (Per Item)	30.00

## KEYS/LOCKSETS

Apartment Keys (Nonrefundable)	20.00
Mortise Lockset	ACTUAL COST
Lost Entry Door Keys Per Door (Includes 1 Key, \$10.00 each additional Key)	100.00
Lost Mailbox Keys (Includes 1 Key, \$10.00 each additional Key)	20.00
Mailbox Keys (Nonrefundable)	10.00
Unlocking Doors for Tenants After Business Hours	50.00
Unlocking Doors for Tenants During Business Hours	25.00

## MISCELLANEOUS

After Hour Call-In - Tenant Damage	50.00
Tenants will be charged an After Hours Call-In Charge of \$50 for any repairs that are caused by the tenant, household members, and/or visitors that is reported after 3:30 p.m. Monday-Friday, Weekends, and Holidays. If the type of repair is listed on the charge list, you will be charged for that repair and the After Hours Call-In Charge of \$50.	
After Hour Call-In Work Order Not Reported During Business Hours	50.00
Tenants will be charged an After Hours Call-In Charge of \$50 for any repairs that the tenant knew about during regular business hours but chose not to report until after business hours or within an hour of close of business.	
Cleaning	25.00
Tenants are required to clean the area that needs repaired when requesting a work order. That includes yet is not limited to dirty dishes; piles of laundry; clutter; dirty toilets, sinks, tubs, and floors; etc. If the staff has to spend time cleaning the area prior to making a repair, the tenant will be charged \$25.	
Insurance Deductible	1,000.00
If tenants, household members, and/or guest cause extensive damage due to negligence and the housing authority must file an insurance claim to cover damage to housing authority-owned property, the tenant will be charged the insurance deductible.	
Work Orders Not Reported	25.00
According to the Public Housing Lease, tenants are required to report work orders in a timely manner. If the staff is in your apartment for an inspection and/or other repairs, and they discover repairs that should have been reported, but were not, the tenant will be charged \$25.	
Ceiling Tile (Per Tile)	25.00
Curtain Rod	10.00
Disposal of Hazardous Waste Appliances (Including but not limited to TV's, Microwaves, Computers, Air Conditioners, etc.) Per Item	100.00
Dryer Vent	40.00
Drywall Repair (patch, skim, sand, paint) (Per Square Foot)	40.00
Failure to Keep Your Yard Free of Clutter and Trash	15.00
Floor Repair (Per Repair)	ACTUAL COST
Floor Replacement (Room or Entire Floor)	ACTUAL COST
Littering (Including but not limited to paper, cans, glass, dog feces, etc.) Per Item	10.00
Littering (Pet Waste) Per Incident	25.00
Not Sufficient Funds (NSF) Check or ACH Debit	25.00
Repair and Paint Due to Tenant Damage (Per Wall)	200.00
Service Charge to Repair Tenant Damages During Normal Business Hours	50.00
Tampering (Including but not limited to HVAC, appliances, mechanical, etc.)	10.00
Water Damage Due to Tenant Negligence (Per Hour Cleanup and Repair)	50.00
Window and/or Screen Any Size (Replacement or Repair)	ACTUAL COST