

Mission Statement

The St. Louis Housing Authority (SLHA) commits to efficiently build and maintain desirable, affordable housing for residents of the St. Louis area through forthright leadership, innovative partnerships, progressive technology, and expansion of new resources. We seek to improve the quality of life for our employees, residents, and the community by providing employment opportunities, education, training, and ethical, professional service.

I. LEASING AND OCCUPANCY

The Authority provides subsidized housing for low income families and housing for the elderly, handicapped and disabled.

The Authority properties are leased to eligible persons on the basis of their income, not the number of bedrooms in a home. Therefore, because incomes vary, rents for comparable units vary.

The leasing and occupancy of our properties is regulated by a policy adopted by the Board of Commissioners of the Authority entitled "**Admissions and Continued Occupancy Policy.**" This Policy may change from time to time in the interest of good management and tenants are notified as changes are made. **A copy of this Policy may be obtained by written request at the Department of Operations, 3520 Page Blvd, Saint Louis, Missouri, 63106, and a copy is available for review at each Housing Manager's office.**

Rents will be reviewed each year during the Annual Re-certification Period, which runs through the month of January for the purpose of determining eligibility for continued occupancy. If, upon such income review, it is found that the rent being charged no longer conforms to the approved rent schedule, the rent will be adjusted accordingly.

PROGRAM FRAUD

Failure to comply with program reporting requirements shall be considered intentional fraud. Persons who knowingly and willingly make false or fraudulent statements are guilty of a felony and a breach of the Lease. All legal remedies available to the Authority will be pursued including eviction action and criminal prosecution.

II. BASIC INFORMATION

A. Authority Property

Please observe the following requirements in making use of the Authority Property:

- Avoid obstructing sidewalks, alleyways, galleries, passages, hallways, or stairs and do not use these for purposes other than entry to the premises or exit therefrom.
- Remove from the Authority property any vehicle owned or in the possession of tenant without current license plates and valid inspection stickers; refrain from parking vehicles in any right-of-way or fire lane; and refrain from driving or parking on lawns or walkway areas and making automobile repairs on Authority property. Please note: the Authority at Tenant's expense will remove any inoperable or unlicensed vehicle if Tenant fails to voluntarily remove such vehicle after having received written notice from the Authority.
- Use reasonable care to keep the unit in such condition as to ensure proper health and sanitation conditions for Tenant, Tenant's household and neighbors. Tenant SHALL NOTIFY THE Authority PROMPTLY OF KNOWN NEED FOR REPAIRS TO UNIT, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and/or on the grounds of the development.

B. Your Lease

The Lease you signed to become a tenant is on a year-to-year basis. You may terminate your Lease by giving the Authority **thirty (30) days written notice**. You will be requested to complete a "Notice of Intent to Vacate" form, which specifies your anticipated move-out date. A "Notice of Intent to Vacate" form is available at your Housing Manager's office and must be signed to insure that your rent obligation ends at the correct time.

The Authority may evict you by giving you written notice, stating the reason for termination.

To insure a clear understanding of the privileges and responsibilities of living in low income housing, the Terms of the Lease will be reviewed with the Tenant at the time of leasing. Compliance with the provisions of the lease and this Handbook will help assure a good relationship between the tenant and Management. In all tenant management relations, fair and impartial treatment is our goal.

C. Payment of Rent

Tenant's rent is DUE and shall be PAYABLE on the first day of each month. Changes in rent will become effective on the date specified in Authority's Notice of Rent Change. Rent shall include cost of utilities as described in your lease, and cost of all Maintenance Services required due to normal wear and tear. Rental payments not received by close of business on the first day of the month will be considered late, and payments not received by 4:00 p.m. on the tenth (10th) day of the month will be considered delinquent. Late fees will be charged and must be paid with the next month's rent no later than the 10th day of the following month. Delinquent rent payments shall result in tenant incurring a late fee in the amount of \$10.00 per month and eviction proceedings may begin immediately. Should eviction proceedings begin, court costs and attorneys fees will be assessed to tenant.

Partial rental payments for current month's rent will NOT be accepted. The Authority will accept partial rental payments for future months, prior to due date. All rent must be paid in full as of the due date.

D. Security Deposit

You are required to make a security deposit prior to moving in. This will be applied, in the event you move, against any damage to the home (ordinary wear and tear excepted), or any other charges owed to Authority. Security deposits may not be used as last month's rent. Any excess remaining, or full amount if no damages or charges apply, will be refunded to you by mail within 30 days after you vacate the unit.

E. Keys

Upon signing your Lease, you will receive two keys to your unit. Please put your keys on a ring and take care not to lose or misplace them. If replacement is necessary, call the Housing Manager's office to request key(s) needed. There is a \$1.50 charge for replacement of each key. Tenants are NOT allowed to make any changes to locks on exterior or interior doors.

F. Use of Your Apartment

Only those persons named On Your Lease may use your unit for living purposes. Boarders or lodgers are NOT permitted. Any person residing in your unit and listed on your lease is not considered a lodger. All of the provisions of the Lease are very important; however, because of the high number of lease violations of this provision, the Authority investigates this lease requirement very closely and on a regular basis.

G. Visitors

Tenants are not to provide accommodations to boarders, lodgers or permit unauthorized guest(s) to live in the unit. Tenants shall be allowed to permit guest(s) to remain in the unit up to but not exceeding seven (7) consecutive days without written approval. Written approval must be obtained from the Development/Property Manager for any extended stays exceeding seven (7) days. Extenuating circumstances such as hospitalization, surgery, or a family emergency are justifications for extended stays; the family must submit a written request to the Development/Property Manager for approval. Such requests will be considered on a case-by-case basis. Tenants are not permitted to invite persons to the property that have been placed on the bar and band list.

H. Bar & Ban List

The Management office maintains a Bar & Ban List. Persons on this list are forbidden from entry upon any and all property owned by the Authority. No tenant or employee of the Authority has the authority to grant permission to any person on the Bar & Ban List to enter these properties or buildings for any reason. Should persons on this list enter upon any property or building, they will be subject to immediate arrest and prosecution pursuant to state or local law.

Any Tenant inviting or allowing such persons to enter the property or building will be subject to eviction. This is a serious violation of the lease. You may contact your manager for information on the Trespass Policy.

I. Right of Entering

The Authority reserves the right to inspect units and you will be given appropriate prior notice.

The Authority will make periodic housekeeping inspections of your units to determine need for repairs or changes in housekeeping methods. The Maintenance Department will enter units to complete service requests or to make appropriate repairs. All routine repairs and service will be performed during normal business hours. You will be given 48 hours written notice in advance of these inspections.

A copy of the Work Order will be left in your unit if Maintenance enters your unit when you are not home.

J. Extended Absence

If you plan on being absent from your unit for longer than seven (7) consecutive days, you must notify your Housing Manager in writing of the length of time you plan on being away from your unit. You are always responsible for making sure that the unit is secured and properly cared for in your absence if you are out of the unit for any length of time.

During the time of your absence, you are responsible for ensuring that your rent is paid by the due date.

K. Laundry Facilities

The respective Tenant Affairs Board provides washers and dryers for tenant use at the elderly/disabled buildings.

Privately owned and operated laundromats are located near each family housing development.

L. Work Order for Repair Service

In the event something in your unit that is to be maintained by the Authority does not operate properly, such as plumbing fixtures, drains, light switches, closet or cupboard doors, etc., please contact the Management Office, Monday thru Friday, 8:00 a.m. to 5:00 p.m. to place a work order. After hours and weekends, please call the emergency work order number. All requests for service must be handled via Work Order. No charges are made for repairs due to normal wear and tear. You will be charged for all other maintenance work required. The Maintenance personnel will answer all requests for service as soon as possible.

M. Renters Insurance

The authority is not responsible for the repair or replacement of resident-owned/supplied appliances or for any damages to resident's personal possessions. It is the responsibility of the resident to obtain insurance to cover the loss of household goods or personal possessions.

III. LIFE SAFETY ITEMS

A. Prevention of Fires

DO NOT use the utility space containing your furnace and water heater for storage.

DO NOT STORE FLAMMABLE LIQUIDS or any equipment that has a fuel tank inside your home.

Be careful in regard to storing matches. It has been the experience of the Authority that children will play with matches and lighters and fires have been started this way.

Additionally, if a fire occurs and the fire is attributable to the actions of you or your family or your guests, you will be required to pay the cost of the damage resulting from a fire, and the specific amount you will be required to pay will be provided to you in a detailed list of costs.

In the event the fire is caused by arson and it is determined by the Authority that you, your family, or your guests caused the arson, then you will be required to make restitution for 100% of the costs for repairs.

B. Smoke Detectors

Every unit is equipped with one or more smoke detectors that are either operated by electricity or a battery. Each smoke detector has a test button on it to insure that it is operating properly.

It is the responsibility of the TENANT to test the detectors and also to replace any dead batteries in the smoke detectors in their dwelling unit.

The Authority will continue to provide batteries for your smoke detectors upon your request. You must bring in your old battery to get a new one. Batteries will be replaced in elderly and disabled tenant's smoke detectors upon request. If you discover a malfunction in your smoke detector, you must call your Manager and request a Work Order for repair IMMEDIATELY.

Pressing the test button located in the center of the unit can test smoke detectors. This button should make a sound when pressed. If it does not, change the battery. If it still does not sound, IMMEDIATELY call Maintenance for repair. This button can be reached by using the handle of a broom or mop.

It is critically important that you maintain your smoke detector in good operating condition at all times and notify Authority IMMEDIATELY if it is not working.

The Authority will impose a \$25.00 fine to residents removing batteries and/or disconnecting smoke detectors after a smoke detector has been installed in the housing unit. A total of three (3) fines are considered a serious lease violation which may result in eviction.

If you have any questions concerning your smoke detector, please contact the Housing Manager's office.

C. Firearms

Tenant shall not display or use, or allow any guests or visitors to display or use, any firearms, BB guns, pellet guns, sling shots, or other weapons of any nature, including knives, in a manner that is or is perceived to be, dangerous or threatening to any person or property. Tenant shall not keep any firearms in or around their unit or development.

IV. HANDICAPPED ACCESSIBILITY

The Authority provides accommodations for its physically impaired tenants in compliance with Federal Regulations.

Accommodations such as ramps, handrails, bathroom fixtures and kitchen cabinets and wider doors have been provided to make our physically impaired tenants comfortable.

In addition to the accommodations at each of these sites, we have made our administrative offices accessible. This includes first floor access to public restrooms in all of our designated physically impaired sites. The Authority also provides upon request special needs accommodations for elderly and semi-impaired tenants.

V. ANNUAL/INTERIM RECERTIFICATIONS

A. Re-examination of Rent and Dwelling Size:

The status of each family's composition, income and deductions, as well as unit size is to be re-examined and rent be re-determined at least once a year in accordance with an established re-examination schedule.

B. Annual Re-certifications

1. The income, allowances and family composition of each household will be reexamined within 12 months of the family's move-in date and no less than once each year thereafter. Reexaminations determine the Tenant's monthly rent, eligibility for continued occupancy and the required unit size. The SLHA follows all pertinent HUD regulations in its completion of reexaminations.
2. At least 90 days in advance of the scheduled Annual Reexamination effective date, the head of the household and spouse will be notified by mail that they are required to participate in an interview, provide all specified information, complete Part I of the RESIDENTIAL LEASE AGREEMENT: LEASE CONTRACT, and sign the required Certification forms, the Authorization for Release of Information form, and receive a copy of requirements for disclosure of known Lead-Based Paint Hazards.
3. Employment and income data, assets, full-time student status, medical expenses (elderly families only), child care expense, and handicapped assistance expenses will be verified, documented and placed in the Tenant's folder.

The St. Louis Housing Authority will utilize the following methods in the following order to verify income date 3rd party:

- Upfront (UIV) Highest (highly recommended, highest level third party verification).
- Written 3rd Party High (Mandatory if upfront income verification is not available or if UIV data differs substantially from tenant-reported information).
- Oral 3rd Party Medium (Mandatory if written third party verification is not available).
- Document Review Medium-Low (Use on a provisional basis).
- Tenant Declaration Low (Use as a last resort).

Verified information will be analyzed and a determination of rent and of the appropriate unit size made.

4. Temporary Rent Determinations: When it is not possible to determine the anticipated annual income with any reasonable degree of accuracy at the time of admission or reexamination, a rent will be established giving due consideration to

the Tenants past income and other available information and an interim reexamination will be scheduled to take place within 30 to 90 days.

5. Changes in Rent

- a. Increases in rent will be effective on the first day of the month following the reported change in circumstance, with reasonable advance notice (30) days provided the tenant has complied with all reporting requirements. When the tenant has failed to report income changes within 30 days, the Authority may increase the rent retroactive to the date of the actual increase in income.
- b. Decreases in rent shall take effect on the 1st day of the month following the month in which the change in Tenant's income occurred. This can result in a retroactive decrease in Tenant rent.

C. Interim Reexaminations: Changes In Rent Between Annual Reexaminations

Rent will be adjusted between regularly scheduled reexaminations for the following:

1. The tenant must report within 30 days:
 - a. A member of the household's income increases.
 - b. A member of the household formerly without income becomes employed or begins receiving income.
 - c. A person with income joins the household.
 - d. All changes in the household composition.

SLHA shall re-calculate income and change the rent the month following an increase in household income.

2. The tenant must report any of the following changes, which would result in a decrease in rent:
 - a. Decrease in income expected to last at least 60 days; and
 - b. Increase in allowances or deductions.
 - c. All changes in the household composition.

Decreases in the tenant's Total Tenant Payment will be effective the first day of the month following the month in which the change is reported. Increases will be effective after 30 days (calendar month) advance notice to the tenant.

3. An interim reexamination will be scheduled by SLHA if it is alleged that the tenant has misrepresented the facts upon which rent is based or has failed to report changes as required. In such cases, any increase in rent may be made retroactive. The Authority may also pursue legal action against the tenant as appropriate.

MISREPRESENTATION OF INCOME, is defined as follows:

- a. The tenant signs and files a false Continued Occupancy Application for

any Annual Reexamination with the Management Office and

- (1) States (s)he is not working when actually working, and/or
- (2) Misstates earnings, e.g.: false earnings statement or benefit award letters, and/or
- (3) Conceals any source and/or amount of income (includes all family members).

D. Choice of Rent

The amount payable monthly by the family as rent to the SLHA is selected annually by the family from the following options:

a. Flat Rent: Rent which is based on the market value of the unit as determined by the SLHA. The market rent is the rent charged for comparable units in the private, unassisted rental market at which the SLHA could lease the public housing unit after preparation for occupancy.

The SLHA will not pay a utility reimbursement for a family that has chosen to pay a flat rent for its unit. Families choosing flat rents generally will be re-certified once every three years, but the SLHA reserves the right to conduct such re-certifications more frequently. Family composition will be verified annually.

b. Income-based Rent: Rent which is based on the family's income as determined by the SLHA based on the SLHA's rent policies, which may specify a percentage of income, include a schedule of rents, involve depositing a portion of the tenant rent to an escrow account, imposing a ceiling on Tenant Rents, adopting permissive income deductions, etc. The income-based rent plus any applicable utility allowance will not exceed the total tenant payment (TTP) as determined by the statutory formula.

E. Community Service Requirement

Effective with the SLHA's fiscal year beginning on October 1, 2000, all families, both applicants newly admitted and current residents, including those paying flat, ceiling or market rents, **who have non-exempt members eighteen (18) years of age or older will be required to comply with the community service/economic self-sufficiency requirements of the Quality Housing and Work Responsibility Act of 1998.** The SLHA will determine compliance once each twelve (12) months with community service and self-sufficiency requirements. Self-certification by residents of compliance is not acceptable; third party verification must be provided by the entity through which the resident is performing the community service and self-sufficiency activity.

(1) Exempt for Requirements

A. Certain individuals are exempt from the community service and economic self-sufficiency requirements:

An Exempt Individual is defined as: An adult who:

- 1) Is age sixty-two (62) years of age or older;
- 2) (2)(i) Is a blind or disabled individual as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S. C. 416 (i) (1); 1382c), and who certifies that because of the disability she or he is unable to comply with the service provisions of 24 CFR Part 960.
- 3) Is a primary caretaker of such individual;
- 4) Is engaged in work activities (30 hours minimum);
- 5) Meets the requirements for being exempted from having to engage in a work activity under the State program funded under part A of title IV of the Social Security Act (42 U.C.S. 601 et seq.) or under any other welfare program of the State in which the PHA is located, including a State administered welfare-to work program; or
- 6) Is a member of a family receiving assistance, benefits or services under a State program funded under part A of title IV of the Social Security ACT (42 U.S.C. 601 et seq.) or under any other welfare program of the State of Missouri, including a welfare-to-work program administered by the State of Missouri, and has not been found by the State of Missouri or other administering entity to be in non-compliance with such.

At the time of initial admission or at the next annual re-examination the management agent will determine if the residents existing documentation qualifies the adult household members for exemption from the community service. If the existing documentation justifies exempt status the residents will receive written documentation of that status.

The existing information does not qualify the adult household member, the resident has 30 days to provide documentation of exemption. The management agent will notify the resident within 10 days of receipt of documentation of the determination of exempt or non-exempt status. The documentation must be written third party verification.

(2) Change in Exempt Status

a. If a resident is claiming exempt status under section 2.A.(3)(4)(5)(6) the resident must notify the management agent within 30 days.

b. If a resident gains exempt status, they may claim the status at any time by providing third party written verification to the management agent.

(3) General Requirements

Except for any family member who is an exempt individual, each adult resident must;

- a. Contribute 8 hours per month of community service (not including political activities); or

- b. Participate in an economic self-sufficiency program for eight hours per month; or
- c. Perform 8 hours per month of combined activities as described in paragraphs (a) and (b) above.

The management agent will provide a written description of the service requirement and a list of qualifying service opportunities at initial admission and at each re-examination.

(4) Compliance Verification

Non-Exempt adult household members must provide third party written verification of community service periodically.

Ninety days prior to the re-examination, the management agent shall review compliance of non-exempt adult household members. If sufficient verification has not been provided, the management agent shall send notification of non-compliance and allow 45 days to comply.

If the family members do not supply sufficient verification 30 days prior to the effective date of the re-examination, the management agent shall notify the family that the lease will not be renewed.

Family Violation of Service Requirement

The lease shall not be renewed at the end of the family's twelve-month lease term if the family fails to comply with the service requirement.

VI. INSPECTION OF UNIT

A. Annual Inspections

At least once a year, the Authority will conduct a complete inspection of each occupied unit. A written statement of the conditions found at the time of the *inspection will be given to the Tenant and maintenance staff. A copy will be placed in the unit file maintained by the Housing Manager.

The Site Manager prior to the actual inspection of the unit will give a minimum of two (2) days written notice to the Tenant.

This inspection is to check the condition of the electrical, plumbing, heating, sanitary system, ventilating and other systems, facilities and appliances. Any deficiencies that have been caused by the Tenant's damage or neglect will be charged to the Tenant. The Authority will re-inspect the unit to ensure repairs have been made.

Housekeeping will also be inspected during this inspection. The Authority may also conduct housekeeping inspections more frequently if there is evidence or a pattern or history of poor housekeeping, which materially affects health or safety, or the long-term viability of the dwelling unit.

Your lease provides that you will permit our authorized representatives to make inspections during reasonable hours, provided you are given adequate notice and the opportunity to be present during an inspection.

The SLHA reserves the right to inspect any unit in case of an emergency. If a situation arises that represents an imminent threat to the health and safety of other residents, SLHA reserves the right to inspect a unit without notice.

VII. TERMINATION OF THE LEASE

- A.** The Lease may be terminated by the Authority for material violation of terms and conditions of the Lease, or for other good cause, as provided in the Lease.

Without limiting the Authority's ability to treat other matters as material and in addition to those matters set out in the lease, material items shall include, but not necessarily be limited to:

1. The failure to pay rent or other charges when due.
2. Repeated late payments of rent or other charges, which shall be defined as three delinquent payments within a 12-month period. Late payment is defined to mean the failure to pay the amount of rent when due or other charges on or before the stated due date on the Tenant billing.
3. Failure to comply with the housekeeping standards established by the Authority in its adopted policies and House Rules (refer to Section X).
4. Failure to maintain utilities, which are to be Tenant-paid under the Lease.
5. Failure to maintain smoke detector in proper working order.
6. Serious or repeated interference with the rights or obligations of staff or other Tenants.
7. Misrepresentation of family income, assets, or composition which results in the family receiving benefit to which they would not otherwise be entitled.
8. Failure to comply with family reporting requirements and to provide required verification/ documentation.
9. Failure to place garbage or trash in plastic bags prior to throwing trash down the garbage chute or into the dumpster.
10. Serious or repeated damage to the premises, creation of physical hazards in the unit, common areas, grounds, or parking areas of the development site.
11. Tenant, member of household, guest or invitee abusing alcohol so as to impair the health, safety or right to peaceful enjoyment of the premises by other residents.
12. Tenant being convicted of a felony by any court having jurisdiction if the felony was committed on or near the property of the Authority.
13. Drug seizure, or confiscation of illegal weapons or possession of firearms.
14. The Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control engaging in criminal activity, including drug-related criminal activity, on or off public housing premises.
15. Continued refusal to permit the Authority's representatives access to unit to conduct an inspection, extermination and/or to make necessary repairs.

16. Failure to occupy the dwelling unit for any thirty (30) consecutive day period, while this Lease is in effect, without good cause, and without prior written notice to the Authority.
17. The conduct of Tenant is such that there is a likelihood that Tenant's presence on the premises may lead to personal injury to self or others.

B. ONE STRIKE AND YOU'RE OUT POLICY

PURPOSE: The St. Louis Housing Authority's goal is to provide safe, decent and sanitary housing. In order to provide safe housing the Authority is adopting a One Strike and You're Out Policy that will affect admittance and continued occupancy in public housing for individuals engaged in criminal activities including violent crimes and any other crimes that would pose a threat to the life, health, safety or peaceful enjoyment of public housing residents.

In the screening for admittance to public housing, it shall be the policy of the St. Louis Housing Authority that there shall be comprehensive background check conducted on all prospective applicants and any household members 18 years of age or older. The background check will include, but shall not be limited to, criminal activity for a ten (10) year period prior to application, credit and payment history, landlord references and such other information deemed appropriate by the Authority. Among the criminal activities deemed unacceptable are crimes of violence, crimes against property, crimes that impose a financial cost, and crimes that involve disturbing the peace.

Persons evicted from public housing, Indian housing, Section 23 or any Section 8 program because of drug-related criminal activity, are ineligible for admission to public housing for three (3) years from the date of the eviction. The Authority may waive this requirement if the applicant demonstrates successful completion of a rehabilitation program approved by the Authority or household circumstances have changed such that the basis for the eviction no longer exist (i.e., individual involved in drug activity is incarcerated).

In the enforcement of the dwelling lease, the lease shall be strictly construed and enforced. It shall be the policy of the St. Louis Housing Authority that no resident, their household member or guest or others under the resident's control shall engage in criminal activity or drug-related activity. The provisions of the lease relating to criminal activity and drug-related activity are considered material terms of the lease. One violation of these provisions will be construed as a serious violation of the material terms of the lease and shall grounds for immediate termination and eviction.

Nothing in this policy shall be construed as relieving the Authority of its obligation to abide by any and all federal laws prohibiting discrimination on the basis of race, religion, sex, color, national origin, age, disability and familial status or its obligation to provide due process to the residents of public housing.

All employees, agents, contractors and consultants of the Authority must strictly adhere to this policy. Any employee who violates this policy will be subject to disciplinary action up to and including dismissal. Appropriate action shall be taken against any agent, contractor or consultant who violates this policy, including termination of any contractual arrangement and seeking disbarment from participation in any federal programs. The Executive Director shall ensure that procedures are drafted to implement this policy. The Executive Director shall ensure compliance with this policy.

Resolution No. 2064
Approved by the Board of Commissioners 9/18/96

VIII GRIEVANCE PROCEDURE

SCOPE: This procedure describes the steps taken to solve disputes between residents and the St. Louis Housing Authority.

PROCEDURE STEPS:

I. APPLICABILITY OF GRIEVANCE PROCEDURE

A. Application

This grievance procedure is applicable in cases involving individual grievances between the resident and the ST. LOUIS HOUSING AUTHORITY ("AUTHORITY") as defined below. This procedure is not applicable to disputes between individual residents or groups of residents not involving the AUTHORITY or its Management Agents, or to class grievances. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between an individual resident or groups of residents or groups of residents and the AUTHORITY'S Board of Commissioners.

II. DEFINITIONS

- A. "Complainant" shall mean any resident whose grievance is presented in writing at the local Management Office or at the AUTHORITY Central Office. Complainant must file in his/her own behalf, unless resident Complainant is a minor, in which case the grievance must be filed by the lessee, parent, or legal guardian.
- B. "GRIEVANCE" shall mean any dispute which a resident may have with respect to AUTHORITY or its Managing Agent's ("Agent") action or failure to act in accordance with the lease requirements or AUTHORITY regulations which adversely affect the individual resident's rights, duties, welfare, or status.
- C. "Due process" shall mean an eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:
1. Adequate notice to the resident of the grounds for terminating the tenancy and for eviction;
 2. Right of the resident to be represented by counsel;
 3. Opportunity for the resident to refute the evidence presented by the AUTHORITY, including the right to confront and cross-examine witnesses, and to present any affirmative legal or equitable defense which the resident may have;
 4. A decision on the merits.
- D. "Hearing officer" shall mean a person selected in accordance with Section V to hear grievances and render a decision with respect thereto.
- E. "Hearing panel" shall mean a panel selected in accordance with Section V to hear grievances and render a decision with respect thereto.
- F. "Resident" shall mean the adult person (or persons) (other than a live-in aide);

1. Who resides in the unit, and who executed the lease with the AUTHORITY as lessee of the dwelling unit, or if no such person now resides in the unit.
2. Who resides in the unit, and who is the remaining head of household of the resident family residing in the unit.

G. "Resident organization" includes a resident management corporation.

III. EXEMPTIONS

A. For grievances concerning a termination of tenancy or eviction that involves:

1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the AUTHORITY's premises by other residents or employees of the Authority, or
2. Any drug-related criminal activity on or off the premises, informal settlement of grievances shall not apply.

In those cases, no formal or informal grievance hearings will be scheduled.

IV. PROCEDURE FOR INFORMAL SETTLEMENT OF GRIEVANCE

A. Complaint

No grievance may be accepted unless personally presented, either in writing or orally, within seven (7) calendar days of the action complained about, and such grievance must be presented to the Management Office in which the complainant resides. The grievance form shall specify as clearly as possible the reasons for filing the grievance and the action requested, so that the grievance may then be discussed informally and settled without a hearing, (Form #1 for the filing of a grievance is available in each Management Office.)

B. Summary of Disposition

Summary (Form #2) of such discussion shall be prepared and delivered or mailed by the Manager to the complainant within seven (7) calendar days. One copy shall be retained in the Management Office file on the resident. The summary shall specify the names of the participants, date of the meeting, the proposed disposition, and the specific reasons therefore, and shall specify the procedures by which a hearing may be obtained if the complainant is not satisfied.

V. PROCEDURE TO OBTAIN A FORMAL HEARING

A. Request for Hearing

If complainant is dissatisfied with the informal settlement of the grievance, he/she shall submit a written request within seven (7) days of notification of outcome of informal hearing for a hearing to the Authority's Legal Division, 3520 Page Blvd, St. Louis, MO 63106 or Management Office. The written request shall specify:

1. The reasons for the Grievance, and

2. The action or relief sought.

(Form #3 requesting a formal hearing is available in each Management Office.)
Such hearing shall be held in accordance with Section VI below.

B. Hearing Prerequisite

All grievances shall be personally presented either orally or in writing pursuant to the informal procedure prescribed in Section III except those where termination is based on alleged drug or criminal activity as defined in Section III - A.

C. Escrow Deposit

Before a hearing is scheduled in any grievance involving the amount of rent, the complainant's rent shall be current and during the course of the complete grievance procedure complainant must deposit his/her monthly rent in an escrow account set by the Authority's Agent until the complaint is resolved by decision of either the Grievance Committee or an appropriate court of law. Failure to make such payments shall result in a termination of the grievance procedure without a hearing. A decision by the AUTHORITY or its AGENT to terminate the grievance procedure due to the residents failure to comply with the requirements for escrowing their rent shall not constitute a waiver of any right the complainant may have to contest the AUTHORITY'S or its AGENT'S disposition of his/her grievance in any appropriate judicial proceeding.

D. Scheduling of Hearings and Notices

1. Upon complainant's compliance with Section III and Section V, parts A, B, and C, a hearing shall be scheduled promptly. A written notification specifying the time, place and the procedure governing the hearing shall be delivered to the complainant and the Authority by ordinary mail at least seven (7) days prior to the date of the hearing. If the complainant does not comply with Section III and Section V, Parts A, B, and C, he/she waives his/her right to a hearing and the disposition rendered shall become final. Provided that this shall not constitute a waiver of any rights the complainant may have to contest the AUTHORITY's or its AGENT'S action in an appropriate judicial proceeding.

E. Selection of Hearing Panel

Grievance shall be presented before a hearing panel. The hearing panel shall be a committee of three persons composed of i) one member designated from time to time by the Resident Affairs Board, provided that if the person chosen is a resident, the resident must be in good standing with the Authority; ii) One member designated from time to time by the AUTHORITY; and iii) one member selected jointly by the Resident Affairs Board and the AUTHORITY ("Impartial Member"), which member or organization may be changed from time to time upon the mutual agreement of the Resident Affairs Board and the AUTHORITY. If the AUTHORITY and the Resident Affairs Board cannot agree on the Impartial Member then said Impartial Member shall be appointed by the Center for Dispute Settlement of the

American Arbitration Association or a similar organization. If any compensation to the Impartial Member is required, such compensation shall be paid by the AUTHORITY, provided, however, that the Impartial Member shall not be deemed an employee of the Authority.

VI. PROCEDURES GOVERNING HEARINGS

- A. The hearing shall be held before a hearing panel as designated in Section V, Part E.
- B. The complainant shall be afforded a fair hearing which shall include:
 - 1. The opportunity to examine before the hearing and, at the expense of complainant, copy any AUTHORITY documents, including records and regulations that are directly relevant to the hearing. Any document not made available, after request is made by the complainant, may not be relied on by the AUTHORITY at the hearing. The complainant or the AUTHORITY may arrange in advance, in writing, and at the expense of the party making the request, a transcript of the hearing. Any interested party may purchase a copy of such transcript.
 - 2. The complainant shall have the right to be represented by counsel or other person chosen as his/her representative, and to have such person make statements on the complainant's behalf.
 - 3. The complainant shall have the right to a private hearing unless a public hearing is requested at least three (3) working days in advance of the scheduled hearing.
 - 4. The right to present evidence and arguments in support of his/her complaint, to controvert evidence relied on by the AUTHORITY and/or its managing agents, and to confront and cross examine all witnesses on whose testimony or information the AUTHORITY or managing agent relies.
 - 5. A decision based solely and exclusively upon the facts presented at the hearing.
- C. The hearing panel may render a decision without proceeding with the hearing if the hearing panel determines that the issue has been previously decided in another proceeding.
- D. If the complainant or the AUTHORITY fails to appear at the scheduled hearing, the hearing panel may make a determination to postpone the hearing for not to exceed five (5) business days or make a determination that the party has waived his/her right to a hearing. Both the complainant and the AUTHORITY shall be notified of the determination by the panel, provided that a determination that the complainant has waived his/her right to a hearing shall not constitute a waiver of any right the complainant may have to contest the AUTHORITY's disposition of the grievance in an appropriate judicial proceeding.
- E. At the hearing, the complainant must first make a showing of an entitlement to the

relief sought and thereafter the AUTHORITY must sustain the burden of justifying the AUTHORITY's action or failure to act against which the complaint is directed.

- F. The hearings shall be conducted informally by the Hearing Panel and oral or documentary evidence pertinent to the facts and issues raised by the complainant may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The Hearing Panel shall require all participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Panel to obtain order may result in exclusion from the proceeding or in a decision adverse to the disorderly party granting or denying the relief sought, as appropriate.
- G. The AUTHORITY must provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. If the resident is visually impaired, any notice to the resident which is required under this subpart must be in an accessible format.

VII. DECISION OF THE HEARING PANEL

A. Writing

- 1. The Hearing Panel shall prepare a written decision, together with the reasons therefore, based solely and exclusively on the facts presented at the hearing within seven (7) calendar days after the hearing. A copy of the decision shall be sent to the complainant, Management Agent and the Asset Management Office of the AUTHORITY. The Authority shall maintain a copy of the decision in the resident's file.

B. Effect

The decision of the Hearing Officer shall be binding on the AUTHORITY which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Board of Commissioners determines within a reasonable time, and promptly notifies the complainant of its determination, that:

1. The grievance does not concur AUTHORITY action or failure to act in accordance with or involving the complainant's lease or federal regulations, which adversely affect the complainant's rights, duties, welfare, or status;

2. The decision of the Hearing Officer is contrary to applicable federal, state, or local law, HUD regulations or requirements of the annual contributions contract between HUD and the AUTHORITY.

C. Appeal

A decision by the Hearing Officer or Board of Commissioners in favor of the AUTHORITY or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any judicial proceedings, which may thereafter be brought in the matter.

VIII. LEGAL ACTION

No further legal action respecting the items relating to the grievance shall be taken by Management against the complainant while the grievance procedure is in process, unless the complaint involves rent, in which case the Authority can take legal action to collect rent while the grievance procedure is in process.

IX. UNLAWFUL DETAINER

If a resident has requested a hearing because he/she has received a Notice of Termination of Tenancy, and any grievance committee upholds Management's action to terminate the tenancy, the AUTHORITY shall not commence an eviction action in the Circuit Court of the State of Missouri until the decision of any grievance committee has been mailed or delivered to the complainant. If a resident has not requested a hearing as a result of Receiving a Notice of termination of Tenancy, the AUTHORITY or its managing agent shall not commence an eviction action in the Circuit Court of the State of Missouri until the time to grieve has expired. In no event shall the AUTHORITY or its managing agent commence legal action until after the date indicated in the Notice of Termination of Tenancy.

IX. CARE OF YOUR UNIT

In an effort to improve the livability and conditions of the apartments owned and managed by the Authority. Uniform standards for resident housekeeping have been developed for all tenant families.

- (a) **Authority Responsibility:** The standards that follow will be applied fairly and uniformly to all Tenants. The Authority will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection, the Authority will notify Tenant in writing if he/she fails to comply with the standards. The Authority will advise Tenant of the specific correction(s) required to establish compliance, and indicate that training is available. Within a reasonable period of time, the Authority will schedule a second inspection. Failure of a second inspection will constitute a violation of the lease terms.

Training will be available at no cost to any Tenant requesting or needing assistance in complying with the Housekeeping Standards.

- (b) **Tenant responsibility:** Tenant is required to abide by the standards set forth below.

This section is intended to provide you with useful information on how to care for specific items or areas in your unit.

A. Air Conditioners

Individual air conditioner units are the responsibility of the Tenant. Maintenance of these units usually consist only of periodic cleaning of the filter in the front of the unit during cooling season. Any other service should be done by a certified service representative.

B. Antennas

Installation of any antenna attached to your unit is NOT PERMITTED.

C. Cable TV

If you want cable television service, arrangements must be made with the local cable company. Tenant must set up the account in tenant's own name, and bills should be paid directly to the cable TV company.

D. Contact Paper

DO NOT USE CONTACT PAPER ANYWHERE IN YOUR UNIT. Removal of or damage caused by this type of material will be charged to you.

E. Damages

Any damage which may result due to your failure to report problems promptly will result in charges for the damage to your account.

F. Disposal

Garbage disposals are not furnished in any of the units.

G. Floors

Use a broom, a dust mop, and/or a sponge mop for your daily floor cleaning. Wax your vinyl tile floor if you desire, but use a liquid wax, not a paste wax. NEVER apply wax to a dirty floor. An easy way to maintain your floors is to remove the old wax at least every six months, rinse the floor, and let it dry thoroughly. Apply two thin coats of wax. Avoid cleaners that claim to wax and clean without the use of water.

Carpet

There are types of carpets that have backings which, over a period of time, adhere to our floors. When those carpets are removed, the process tears up the backing and leaves a damaged and/or difficult floor to clean.

The tenant must receive prior approval from the Housing Manager prior to installing any type of carpet, whether or not a protective pad under the carpet is necessary. Area rugs and throw rugs do not require approval.

H. Garbage and Rubbish

The Authority provides dumpsters at each site and on the first floor of the high-rise complexes. Tenants are responsible for proper disposal of garbage. Trash and garbage should be bagged in plastic bags and disposed of properly in the dumpsters and trash chutes.

Any item too large for the chute or dumpster should be placed in the garbage area.

I. Housekeeping

Good housekeeping is expected of all residents. As a condition of your lease, you must keep your unit clean. You should not hang clothes, rugs, etc., from your windows. This is unsightly and detracts from the appearance of the neighborhood. Keep your unit and surrounding areas clean.

J. Kitchen Sink and Drain

To eliminate the possibility of a clogged drain by the accumulation of hardened grease in your kitchen sink drain, let the hot water run about a minute after washing your dishes. **DO NOT POUR GREASE DOWN THE DRAIN** -- use empty food cans to dispose of excess grease. **DO NOT REMOVE SINK DRAINER EXCEPT FOR CLEANING. DO NOT USE LYE OR COMMERCIAL SOLVENTS.** Keep out all coffee grounds, etc., as such items can impair and stop drainage. If drain becomes clogged, report it immediately to the Housing Manager.

K. Lawns/Yards

Nothing shall be hung, shaken or thrown from windows, balconies, or breezeways. Maintenance Department will mow the grass; however, it is your responsibility to keep your yard, walkways,

and porches free of debris at all times.

Cooking on a barbeque grill or other similar equipment on a porch, terrace or balcony is prohibited without the written consent of the manager.

Failure to abide by the Housekeeping Standards that results in the creation or maintenance of a threat to health and safety is a violation of the lease terms and can result in eviction.

L. Lock Changes

Tenants shall make no changes or install ANY locks on exterior doors without the Authority's written approval. When the Authority approves the installation of new or additional locks, the Tenant will be required to pay for such services, and provide Authority with a copy of the new key(s).

M. Lock-Outs

If you are locked out of your unit during regular business hours, contact your development manager.

After hours, you may call the Emergency Work Order Number for your respective development. There will be a charge for this service of **\$25.00** (after hours and weekends) which will be added to your monthly statement.

N. Mailing Addresses

If your mailing address is other than the unit number and/or street on which you reside, you must report that address to the Housing Manager's office. In locations where post office boxes are provided, you must get those keys from the post office. In all events, any notice required to be given by the Authority shall be given to you at the unit address.

O. Outdoor Equipment and Furniture

Only outdoor furniture may be used outside.

P. Painting

PAINTING IS NOT PERMITTED WITHOUT PRIOR CONSENT OF THE HOUSING MANAGER.

Q. Parking

1. All vehicles and motorcycles will park only in designated parking areas. **NO MOTOR VEHICLES SHOULD BE ON THE GRASS OR SIDEWALKS AT ANY TIME UNLESS AUTHORIZED IN WRITING BY THE OFFICE.**
2. No repair, overhaul, washing of vehicles or motorcycles will be allowed on Authority property.
3. To remain on Authority property, all vehicles or motorcycles parked in the parking

areas must be in running condition, with current license plates. Any inoperative or unregistered vehicle or motorcycle parked on Authority property will be towed at the owner's expense.

4. Tenants are required to abide by the Authority's policy regarding parking. No vehicle or motorcycle registered to anyone other than tenants of the Authority are allowed on Authority property other than for official business or while visiting. Visitors must park in "Visitor Parking " where provided.

5. No tenant is allowed more than one assigned parking space per family. For details and requirements, you may contact your Housing Manager on securing an assigned parking space and registering your vehicle.

R. Pest Control

Management will treat for insect control on a regular basis. You must cooperate and allow entrance and treatment by our designated serviceman, or you will be in violation of your lease and subject to eviction.

Roaches and mice appear in the best of homes, so don't let embarrassment over-rule your request for services. If you take care of your garbage properly and keep your unit clean, you will reduce the food supply for mice and roaches, and therefore, reduce the number of them bothering you and your neighbors.

REPORT THE PRESENCE OF ROACHES, ANTS, OR VERMIN OF ANY DESCRIPTION IMMEDIATELY to the Housing Manager's Office. The Housing Manager will then place a Work Order to have your unit treated for pests.

S. Pets

The rules for keeping a pet are governed under HUD rules and regulations contained in this agency's Pet Policy. You may contact your Housing Manager for more information on the Pet Policy.

T. Picture Hangers

You **MUST NOT** drive nails, screws or fasteners into walls, doors or woodwork. Call your Housing Manager for the approved method of hanging pictures, mirrors, etc. If you wish to hang a heavy mirror or shadow box, etc., our Maintenance personnel can hang the item for you at a nominal charge.

U. Playgrounds

Playgrounds are provided in the family housing developments. Tenants who observe any broken equipment or hazardous conditions should then report it immediately to the Housing Manager or to Maintenance. Maintenance will maintain and repair the playground equipment.

V. Privacy

Every person's unit is a place where they are entitled to privacy. Your unit is your home as well as being a part of the local community. Management requests that you respect your neighbor's

privacy by keeping your radio, TV, stereo or other equipment at a "considerate volume" so as not to be heard outside your unit.

W. Range and Oven

Your unit has been furnished with an electric or gas range. DO NOT attempt repairs yourself. When adjustments or repairs are needed, call in a Work Order.

Your range should be wiped off daily. The enameled surfaces of your range should be washed with soap and water after the range has thoroughly cooled, otherwise, the enamel may chip or fade. The burner rims and reflectors or drip cups are removable for ease of cleaning.

If food is spilled on a cold heating unit, wipe it off with a damp cloth. The food will b= off a hot heating unit. Wash the drip pans in warm detergent water. Stubborn spots may be scoured with a mild cleaning solution, rinse, and put back in place. Clean the surface below the drip pans and never put the heating elements in water. A clean range looks better, lasts longer, will not attract flies, bugs, roaches, and will not cause bad odors.

One of the most common accidents is breaking the oven door hinges. Make it a rule to keep the door closed when the oven is not in use and warn children NOT TO SIT ON THE OVEN DOOR WHEN IT IS OPEN.

DO NOT USE YOUR RANGE, OVEN OR UNAPPROVED HEATERS FOR HEATING OF YOUR UNIT.

DO NOT ATTEMPT TO MAKE MECHANICAL ADJUSTMENTS ON THE RANGE. IF YOU EXPERIENCE PROBLEMS, CALL THE MAINTENANCE DEPARTMENT FOR HELP.

X. Refrigerator

Every unit has been provided with a refrigerator/freezer. The refrigerator MUST BE PLUGGED IN at all times. In case the refrigerator is not operating properly, call for service IMMEDIATELY.

Proper care of refrigerators includes periodic cleaning, which is your responsibility. When opening or closing the refrigerator, always USE THE HANDLE. Grease and soap from the hands touching the rubber door seal DESTROYS it.

DEFROSTING YOUR REFRIGERATOR:

It is important that you defrost your refrigerator each time frost accumulates in excess of 1/4 inch thickness. Turn the knob to "OFF," put a pan of hot water in the freezer and close the door. Change the water as it cools until all the ice is melted from the sides.

NEVER USE ANY SHARP OBJECT TO CHIP AWAY FROST OR LOOSEN ICE CUBE TRAYS, AS THE FREEZER COMPARTMENT CAN BE EASILY DAMAGED AND YOU WILL BE RESPONSIBLE FOR THE COST OF REPAIRS OR REPLACEMENT.

A lukewarm solution of mild soap and water is recommended for cleaning the outside of the box. For cleaning the inside, a solution of baking soda and warm water is recommended to get rid of food odors.

HIINTS FOR THE CARE OF YOUR REFRIGERATOR -- If water spills when returning ice trays to the freezer, clean it up right away. If water spills are left, it causes the coils and fan to freeze. If this happens, your food will not stay frozen and the lower portion of the refrigerator will not stay cold. This will cause the motor to burn up and cost of repair will be charged TO YOU. The freezer of your refrigerator should not be packed full. There must be room for air to circulate in order for your food to freeze and stay frozen.

DO NOT ATTEMPT TO MAKE MECHANICAL ADJUSTMENTS ON THE REFRIGERATOR. IF YOU EXPERIENCE PROBLEMS, CALL THE MAINTENANCE DEPARTMENT FOR HELP.

Y. Telephones

If you want a telephone, arrangements should be made with the telephone company and bills should be paid directly to them.

Management requests that tenants provide their respective Housing Manager's office ,with their telephone number.

Z. Tubs and/or showers, Washbasin and Toilet

Units are provided with tubs and/or showers. DO NOT USE scouring powders; only mild soap and water or other commercial liquid spray-on cleaners may be used.

It is important that the washbasin and toilet be cleaned regularly to prevent staining of the enamel. To clean the toilet, flush the toilet, lift up the toilet seat and put detergent or toilet bowl cleaner into the bowl. Dip a sponge or rag into hot soapy water and use this to wash top and sides of the toilet tank, rim, outside and lower part of the bowl. Use clean hot water to rinse. Scrub the inside of the bowl with a long handled brush. Be sure to scrub hard under the rim at the top of the bowl. Use a toilet bowl cleaner at least weekly to avoid lime build-up. If faucets should start dripping, please report it at once so that the dripping water does not stain the enamel. Also report continuous running of water in the toilet bowl. In the event a drain or toilet becomes stopped up, report it immediately to the Housing Manager. DO NOT USE ANY TYPE OF CHEMICAL PIPE OR DRAIN CLEANER. **When using any chemical cleaners, always handle them carefully and keep them away from children.**

TIPS ON KEEPING THE BATHROOM CLEAN

Let everyone in the family help. After using, have each person:

- ◆ Turn off faucets
- ◆ Rinse out the lavatory
- ◆ Hang towels and washcloths on towel racks
- ◆ Wipe up water from the floor
- ◆ Flush the toilet
- ◆ Never let hair go down the drains
- ◆ Be sure to leave the bathroom as clean as you found it!

The purchase of shower curtains and rings is the responsibility of the tenant. Shower curtains should always hang inside the tub to prevent water from dripping on the floor.

AA. Utilities

Water, sewer and garbage service are provided by the Authority.

All tenants must pay for their own electric and/or gas and telephone service, except in mixed population developments. Tenants (Head of Household) **MUST** place utilities in their **OWN NAME**, at the time of leasing. The Authority will not execute a lease if the utilities cannot be placed in the Tenant's name for any reason.

A utility allowance is deducted in the computation of your rent for the above listed tenant provided services.

Disconnection of electric or gas service will be deemed a health hazard and will be cause for an immediate eviction notice if service is not restored within 14 days.

BB. Walls and Ceilings

Wash when necessary with soap and water or a good wall cleaner or all-purpose cleaner. This is your responsibility. Elderly and disabled tenants are exempt from this responsibility.

Signs, signals, illuminations, advertisements, notices or any other lettering or equipment shall not be exhibited, inscribed, painted, affixed or exposed on any window or on any part of the outside or inside of the unit or development without the prior written consent of the manager. DO NOT USE CONTACT MIRRORS, ARTIFICIAL BRICK-STONE or any similar wall coverings that must be attached to the walls with adhesives. Removal of or damage caused by these types of materials will be charged to you.

CC. Window Treatments

Sheets, fabric and newspapers are **NOT** considered acceptable. The Authority defines acceptable window treatments as:

- shades
- mini-blinds
- curtains
- drapes

X. HOUSE RULES

A. GENERAL CONDITIONS

1. Under no circumstances shall a tenant, his/her children, or guest destroy safety equipment, remove fire hoses from racks, or discharge fire extinguishers, except in the case of a fire.
2. All garbage and trash shall be placed within trash dumpsters where provided. Trash pick-up information may be obtained from the Housing Manager's Office.
3. Parents and/or Guardians must exercise control over the conduct and activities of their children so as to avoid abuse of public property or annoyance of the general public.
4. Under no circumstances shall the tenant, his/her family friends or guests disturb the peace and quiet of other tenants in the neighborhood. All loud and disturbing noises such as televisions, radios, and stereos and loud conversations should be lowered to a reasonable volume. Loud speakers shall not be placed in windows, hallways, or outside of the units at any time.
5. Parking or driving in areas not so designated is prohibited and subject to being ticketed by the law enforcement agencies.
6. Verbal and physical abuse of Authority personnel or others will not be tolerated.
7. Tenants are responsible for keeping their lawns and other areas neat and free from litter.
8. No fuel-burning space heaters are allowed in the units.
9. The storage of fuel on the premises is prohibited.

B. HOUSEKEEPING STANDARDS

In an effort to improve the livability and conditions of the apartments owned and managed by the Authority. Uniform standards for resident housekeeping have been developed for all tenant families.

- (a) **Authority Responsibility:** The standards that follow will be applied fairly and uniformly to all Tenants. The Authority will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection, the Authority will notify Tenant in writing if he/she fails to comply with the standards. The Authority will advise Tenant of the specific correction(s) required to establish compliance, and indicate that training is available. Within a reasonable period of time, the Authority will schedule a second inspection. Failure of a second inspection will constitute a violation of the lease terms.
- (b) **Tenant responsibility:** Tenant is required to abide by the standards set forth below. **Failure to abide by the Housekeeping Standards that results in the creation or maintenance of a threat to health or safety is a violation of the lease terms and can result in eviction.**

(c) **Housekeeping Standards: Inside the Apartment**

General

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

Kitchen:

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

Bathroom:

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

Storage Areas:

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

(d) **Housekeeping Standards: Outside the Apartment**

The following standards apply to family and scattered site development only when the area noted is for the exclusive use of Tenant:

- (1) Yards: should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.
- (2) Porches (front and rear): should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit.
- (3) Steps (front and rear): should be clean, and free of hazards.
- (4) Sidewalks: should be clean and free of hazards.
- (5) Storm doors: should be clean, with glass or screens intact.
- (6) Parking lot: should be free of abandoned cars. There should be no car repairs in the lots.
- (7) Hallways: should be clean and free of hazards.
- (8) Stairwells: should be clean and uncluttered.
- (9) Laundry areas: should be clean and neat. Remove lint from dryers after use.
- (10) Utility room: should be free of debris, motor vehicle parts and flammable materials.

XI. TRANSFERS TO ANOTHER UNIT

Transfers of tenants from one unit to another will be approved to assure consistency with the Authority's occupancy standards. Exceptions shall be that elderly tenants in general occupancy developments may be transferred to mixed population developments and families requiring accessible units may request transfers as outlined in Section V.C. Handicap Accessible Units.

Tenants transferring to comply with SLHA's occupancy standards or for medical or disability reasons (transfer for need) will not be required to be placed on a waiting list, in view of the fact transfers will be based on unit availability.

The SLHA shall give priority of available units for families on the transfer list over applicants on the waiting list to ensure compliance with occupancy standards and applicable civil rights laws.

Existing public housing tenants who have lived in public housing for at least one year and are in good standing can apply for a transfer to another site when that waiting list is open. (See K. below)

A Transfers may be generated by:

1. Housing Authority staff following an annual or interim reexamination where a change in family composition is reported.
2. Tenants when a change in household composition occurs or for medical or disability reasons.

B. Transfers to Larger Units may be approved only when the family size has increased through birth, marriage, legal adoption, award of custody, reconciliation of separated spouses, return of a minor to legal custody of the household, or for approved medical or disability purposes. The overcrowded family becomes eligible to be placed on the transfer list on the date the transfer request is approved. (See E. below)

C. Transfers to Smaller Units are required at any time when a decrease in family composition renders the family no longer eligible for the unit size it occupies.

D. Under-housed or Over-housed Families must complete an "Application for Transfer" form, available in all development offices. The completed application is approved and signed by the Management Agent's Property Supervisor designee and then forwarded to the development office for placement on a Transfer List. Transfer applications will be approved only if the tenant has paid all rent and other charges due and is otherwise in compliance with his/her lease. Copies of the original transfer applications are maintained in the tenant's file folder.

E. Unit Offers

1. Tenants currently occupying a unit too large for the number of family members (see Occupancy Standards) are to be placed on an over-housed transfer list at the Development manager's Office. Transfer of over-housed families shall be at the discretion of the Executive Director or designee when it has been determined in the best interest of the SLHA to do so. Failure to accept a transfer to an apartment of appropriate size is a lease violation and may lead to eviction.

2. Overcrowded tenant families are placed on an under-housed transfer list at the Development Manager's Office. The 10th vacancy in each unit size is to be offered to an overcrowded family (if needed). Failure to accept a transfer to an apartment of appropriate size is a lease violation and may lead to eviction.
3. Priority for placement ahead of any other transfer or applicant may be given to administrative transfers including over-housed tenants transferring to smaller units or in instances when the Executive Director has determined that the Authority's obligations and interest require such a transfer.
4. A tenant that has accepted a transfer is given five days to move personal belongings from the former unit, which should be left in good and clean condition, normal wear and tear accepted. If keys to the former unit are kept more than five days, the tenant will be charged for the replacement of a new lock. Any damage to the former unit beyond reasonable wear and tear will be charged and shall be due and payable two (2) weeks after management agent provides tenant with written notice of the charges.

F. Members of an Extended Family living in a SLHA unit may not be separated into two dwelling units through a transfer application. Specific family members may apply for a separate unit using the application procedures described in Section III. Members of such a family will receive no preference on the standard waiting list as a result of occupancy in an SLHA unit. The extended family may request a transfer to a larger unit while it awaits an opportunity for one or more of its members to receive an unit offer.

G. The Housing Authority Reserves the right to suspend its Transfer Policy because of its efforts to decrease vacancies or any other management initiative with HUD approval (if applicable). Transfer requests will then be treated on a case-by-case basis solely at the discretion of the Housing Authority.

H. Relocation. The SLHA may, at its desecration, relocate residents to other units within a development or in another development. SLHA will relocate residents for modernization of units, if it determines that the development threatens the health and safety of the residents or any other reason allowable under HUD regulations. All relocation will be performed in accordance with the Uniform Relocation Act. When SLHA determines relocation is necessary. Unit assignments for relocation have priority other than unit transfers and applicants from the waiting list.

I. Transfers Policy for needs other than the over or under housed residents.

An existing public housing resident may request a transfer for the following reasons:

1. Victim of violent or hate crime or threats of violent or hate crimes.
2. Victim of domestic violence
3. Medical reasons

All requests for transfer for these reasons must be accompanied by third party documentation. Examples of acceptable documentation are as follows:

1. Crime Victim – police reports of the crime, documentation from police or development security that the person is being threatened or other public reports of crime or threats.

2. Victim of Domestic Violence – Police reports documenting domestic violence or protective order from a court of competent jurisdiction, certificate from a social service provider stating that the residents is a victim of domestic violence.
3. Medical Reasons – Certified doctors statement provide justification for transfer based on a medical condition.

J. Special transfer Policy.

Existing public housing residents who have lived in public housing for at least one year and are in good standing may apply for transfer to another development when the waiting list for that site is open.

Tenants requesting a transfer for the same size, or type must meet criteria for tenants in good standing outlined below.

Tenants approved for transfer under this Transfer Policy will be responsible for all moving costs.

In addition, all tenants will be screened using the initial eligibility criteria. If the tenant meets all the requirements, they will be placed on the applicable waiting list and selected by local ranking preferences and dates and time of the application.

Public housing residents may not apply for a transfer under this provision more than once a year.

K. Criteria For Residents In Good Standing

The following guidelines are established for the purpose of determining what constitutes a tenant in good standing:

- a. At least one year's residency in low-rent public housing units owned by SLHA;
- b. Good Rent Paying History - the tenant has not paid rent late more than two times in a year pending proven hardship. Note: Rent is considered late if paid after the tenth business day of the month.
- c. No reasonable cause to believe allegations of criminal or drug-related activity, disturbance of peaceful and quiet enjoyment of premises documented in the file (for example, police reports, security guard reports, tenant complaints).
- d. Good housekeeping habits - the tenant's housekeeping practice must not interfere with the health, safety and sanitary environment of self, families and/or others by creating hazardous conditions to the unit that may exhibit foul odors, dirty and/or disarrayed surroundings.
- e. No previous misrepresentation of income documented in tenant file.
- f. No willful destruction of Authority property documented in tenant's file. Items 'c' and 'f' refers to guests and family members as well as the head of household.

In addition, Tenants will be screened using the initial eligibility criteria. If the Tenant meets all

the requirements, they will be placed on the applicable waiting list and selected by local ranking preferences and dates and time of the transfer application.

XII. MOVING OUT OF YOUR UNIT

A. Giving Notice of Intent to Move-Out

Tenants may terminate the lease at any time by giving thirty (30) days advance, WRITTEN notice to the Authority. The form for giving this notice is available from the Housing Manager. If you fail to give thirty (30) days notice, you are liable for the rent covering the number of days the unit was vacant for which you should have given notice.

Upon vacating a unit, the tenant agrees to leave the dwelling unit in a clean and good condition; reasonable wear and tear accepted, and shall have full responsibility for the dwelling unit until such time as the keys have been returned to the Authority.

You will save both yourself and the Authority trouble by observing these simple rules:

1. Give proper notice (your lease requires a thirty 30 day WRITTEN notice).
2. Make arrangements with your Housing Manager for a move-out inspection.
3. Lock windows and doors.
4. Clean up all trash and properly dispose of it.
5. Leave your unit neat and clean.
6. Clean stove and refrigerator.
7. Return all Authority I.D. cards and parking stickers.
8. Turn the keys into the Housing Manager.

Upon vacating your unit, a move-out inspection must be completed by your Housing Manager. You may be present during this inspection and are encouraged to attend. The Authority prefers to do move-out inspections at the time of move-out; however, from time to time, this is not possible. The Authority will make every effort to complete your move-out inspection within 48 hours after the move-out.

Charges may be made against your security deposit and against you directly if your deposit is not sufficient.

B. Abandoned Personal Property

When you turn in your keys on the final move-out date, any clothing, equipment or other property left behind is presumed to be abandoned. Personal property in or near the unit is considered abandoned if the unit is abandoned. Before you turn in the key, take a look around to make sure you have not forgotten anything.

C. Equipment

All appliances, equipment, etc., furnished by the Authority will be inventoried at the time you move in and again when you vacate the unit. ANY DAMAGE, OTHER THAN NORMAL WEAR AND TEAR, OR LOSS OF EQUIPMENT, WILL BE CHARGED TO YOU.

XIII. OTHER PROGRAMS

The Authority cooperates with and coordinates several other programs for the benefit of tenants. These programs and the requirements of participation will vary from time to time. Information on the current programs and the details about them may be obtained from your Housing Manager or the Authority's Division of Housing Management Section. The programs in place and an overview of these programs as of the date of the Handbook are set out below.

A. Elderly Service Coordinator Program

The Elderly Service Coordinator Program provides supportive services for elderly and non-elderly disabled tenants at the Authority's 3 high-rise elderly sites.

B. Family Self-Sufficiency Program

The Family Self-Sufficiency Program (FSS) is a federally-mandated program for housing authorities' nation-wide. The goal of the program is to assist participants in achieving self-sufficiency through education, vocational training or re-training.

RESIDENT CHARGES HANDBOOK

(Revised July 2006)

1. Charges **WILL NOT** be assessed against the tenant for normal wear and tear of Housing Authority property. Resident charges **WILL** be assessed for items replaced or repaired to correct damages caused by abuse, neglect or misuse.
2. Emergency after-hours support will be provided to the tenant only for the emergencies listed below. After-hours support includes emergencies occurring between 5:00 p.m. and 8:00 a.m. weekdays and the 24-hours each Saturday and Sunday, and holidays. Tenants should notify their development manager for maintenance during the hours of 8:00 a.m. through 5:00 p.m. weekdays. Tenants should call the Emergency Work Order number for their respective development for after-hour emergencies. If a tenant requests emergency service after-hours and it is **NOT** one of the problems listed below, the tenant will be charged for the overtime of the maintenance person called out.

AFTER HOUR EMERGENCIES

- a. Broken gas lines
 - b. Fire
 - c. Broken or damaged water lines
 - d. Floods
 - e. No electricity in **entire** building
 - f. No heat in **entire** building
 - g. Insecure building
 - h. Sewage stoppage
 - i. Commode stoppage if only one in the unit
 - j. Ruptured water heater
3. Residents will be charged the actual cost for repair and/ or replacement of items abused, neglected or misused. When charges are assessed for repair and/or replacement of items abused and itemized list detailing the exact item(s) and cost of said item(s) will be provided to tenant.

a.	FLOORS	
1.	Clean	\$45.00
2.	Tile Replaced (First Tile)	7.50
3.	Tile Replaced (Each Additional Tile)	2.50
4.	Cove Base Replaced (First Piece)	7.50
5.	Cove Base Replaced (Each Additional Piece)	2.50
b.	WINDOW SCREENS	
1.	Windows Rescreened (Small)	20.00
2.	Windows Rescreened (Large)	25.00
c.	WINDOW GLASS	
1.	Glass Repaired (Depending on the Size)	25.00
		(Minimum* Per Window)
d.	SHADES	
1.	18" wide to 37 ¼" wide	10.00
2.	37 ¼" wide to 46 ¼" wide	15.00
3.	46 ¼" wide to 55 ¼" wide	15.00

	4.	55 ¼" wide to 73 ¼" wide	20.00
e.		CABINETS	
	1.	Replace Top (Per Ln. Ft.)	Labor & Materials
	2.	Doors Replaced	15.00
	3.	Drawers Replaced	10.00
	4.	Hinges Replaced	10.00
	5.	Handles Replaced	8.50
	6.	Catches Replaced	8.50
	7.	Shelves Replaced	20.00
f.		APPLIANCES	
	1.	Refrigerator	
	a.	Refrigerators (Used)	100.00
	b.	Doors (Used)	25.00
	c.	Cleaned	45.00
	d.	Drip Pan Replaced	18.50
	e.	Door Gasket Replaced	40.00
	f.	Keeper Cover Replaced	18.50
	g.	Control Knob Replaced	15.00
	2.	Ranges	
	a.	Ranges (Used)	100.00
	b.	Door (Used)	25.00
	c.	Cleaned	45.00
	d.	Surface Burners Replaced	25.00
	e.	Drip Pan Replaced	10.00
	f.	Door Spring Replaced	10.00
	g.	Door Gasket Replaced	12.50
	h.	Door Handle Replaced	10.00
g.		WALLS AND CEILINGS	
	1.	Holes Repaired (Under 3 Inches)	15.00 (Each)
	2.	Holes Repaired (Over 3 Inches)	20.00 (Each)
	3.	Repaint (To Cover Graffiti, Unauthorized Paint, Excessively Dirty Walls)	50.00 (Minimum* Per Room)
	4.	Replace Ceramic Tile (Per Square Foot)	35.00 (Minimum*)
	5.	Remove Decals and Contact Paper	35.00 (Minimum*)
h.		ELECTRICAL REPAIR	
	1.	Receptacle Cover	7.50
	2.	Kitchen Fixture	15.00
	3.	Living Room Fixture	15.00
	4.	Porch Fixture	20.00
	5.	Bathroom Fixture	12.00
	6.	Replace Fuse/Reset Breaker Switch	20.00
i.		PLUMBING REPAIR	
	1.	Unstop Commode	35.00
	2.	Replace Commode Seat	15.00
	3.	Replace Commode Bowl	50.00

4.	Replace Tank	50.00
5.	Replace Tank Top	25.00
6.	Replace Shut Off Handle	12.50
7.	Replace Flush Lever	15.00
8.	Reseat Commode	40.00
9.	Unstop Drain	40.00
j.	MISCELLANEOUS	
1,	Emergency Board Up	35.00 (Minimum*)
2.	Emergency Lock Out	25.00 (Minimum*)
3.	False Service Call	20.00 (Minimum*)
4.	Clean Apartment	50.00 (Minimum*)

* Additional Charges May Be Applied

Closing Statement

The Staff of the St. Louis Housing Authority are available to answer any questions you may have. Thank you for choosing the SLHA as your place of residency!