

Dwelling Lease Part II Table of Contents

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Housing Authority of the City of Hagerstown

PUBLIC HOUSING DWELLING LEASE – PART II

A. Amounts due under the Lease and Procedures for Payment

1. Time and Place

Rent is due and payable in advance on the first (1st) day of each month. Rent statements are mailed to Tenants before the last day of the month for rent due the following month. Rent may be paid at any branch of the bank designated by the Housing Authority in the form of cash, personal check, cashier's check, or money order. Rent may also be mailed to the Central Office: *Hagerstown Housing Authority, 35 West Baltimore Street, Hagerstown, Maryland 21740*, in the form of personal check, cashier's check or money order. The Rent Statement mailed must accompany all rent payments. Rent statements must be paid in full, unless adjusted by Landlord. The designated bank will only accept payment in full of the charges as they appear on the Rent Statement. Payments mailed to the Central Office that are less than the full amount of the current Rent Statement will be returned to Tenant. Payment may not be paid in person at the Central Office, except at move-in, or to pay the balance of rent and other charges in cases where an Agency has paid all or part of the rent to prevent an eviction, or when agreed to in writing as part of a legal proceeding.

In addition to payment as described above, Tenants of Potomac Towers and Walnut Towers may place the rent payment in the Rent Collection Boxes located at each site until the fifth (5th) day of each month. After the fifth (5th) day of the month, Tenants must pay rent at bank or mail payment to Central Office.

2. Grace Period, Late Rent Penalty, and Foreclosure of Right of Redemption

After the fifth (5th) day of the month, rent is considered late, and a late penalty in the amount of five percent (5%) of the contract rent is assessed. If Tenant fails to make rent payment before the sixth (6th) day of the month, a Notice to Tenant of Non-Payment of Rent is mailed to the Tenant which advises the Tenant that their Lease will be terminated fourteen (14) days from the date of the Notice to the Tenant of Non-Payment of Rent. During this fourteen (14) day period, the Housing Authority will file, in the District Court, Failure to Pay Rent – Landlord's Complaint for Repossession of Rented Property [also known as a Rent Suit] and seek a Judgment for Possession. During any twelve (12) month period, if the Tenant has three (3) Judgments of Possession entered against the Tenant, the Housing Authority, as part of the fourth (4th) action for Failure to Pay Rent filed during that same twelve (12) month period, will request the Foreclosure of the Right of Redemption. If granted, the Tenant will be evicted regardless of whether the Tenant pays the rent prior to the scheduled set out.

3. Other Payments Due under the Lease

Returned Check Fee. Any personal checks returned for Non-Sufficient funds or other reason will be assessed a \$25.00 fee. If more than two (2) personal checks have been returned at any time during the tenancy, no further personal checks will be accepted. Rent statements will be stamped "Cash Only" as formal notification to the bank not to accept any future personal checks. The bank will accept money orders or cashier's checks in addition to cash.

Debt Owed PHA or Section 8. Tenant is responsible for non-payment of prior dwelling unit expenses and non-payment can be grounds for eviction.

Duplicate or Adjusted Rent Statement Fee. A \$5.00 fee will be assessed to adjust and reprint a rent statement. Tenants who have lost the rent statement, will be assessed the \$5.00 fee for a duplicate statement. To request a duplicate or adjusted statement, Tenants must complete a *Request for a Duplicate Statement* form, which may be picked up at the Central Office. The Tenant may also request that a *Request for Duplicate Statement* be mailed to them. Upon receipt of the *Request for Duplicate Statement*, Landlord will prepare the adjusted or duplicate rent statement for pick up by Tenant on the next business day. Tenants will not be assessed the \$5.00 fee if the rent statement requires adjustment due to no fault of Tenant or if Tenant is appealing rent or other charges due under the Lease.

Attorney's Fees and Costs. In the event Landlord obtains the services of any attorney, and court action is instituted by Landlord in connection with any Breach of Lease by the Tenant or for any action brought against the Tenant or former Tenant for money damages, or for other litigation related to the tenancy, the Tenant agrees to pay reasonable attorney's fees awarded by the court and other costs, including court costs and costs of service of process.

Cost for Maintenance and Repair

Costs for maintenance or repair, beyond normal wear and tear, will be charged to the Tenant as specified in the *Schedule of Tenant Charges*. Tenants shall receive a copy of the *Schedule of Tenant Charges*, which is an exhibit to the Admission and Continued Occupancy Policy (ACOP), at initial lease-up. Payments for such charges are due and collectible no sooner than two (2) weeks after, the charges are incurred. The charges will appear on the Tenant's Rent Statement. The *Schedule of Tenant Charges* is subject to change during the term of this Lease following the proper posting in each Community and at the Central Office. Tenants are notified of posted changes through newsletter and/or website at www.hagerstownha.com and provided a 30-day comment period.

Pet Fee A non-refundable Pet Fee of \$10.00 per month shall be charged to each unit, as designated in the Pet policy, where a registered dog or cat is housed. The Pet Fee is intended to cover reasonable operating costs of the Housing Authority related to cats and dogs and will not be applied to damage caused by a specifically identified pet. The charge will appear on the Tenant's Rent Statement. Tenants of Potomac and Walnut Towers are **exempt from paying** the \$10.00 per month Pet Fee.

B. Utilities and Equipment furnished by Landlord and Tenant and Charges for Excess Electric

The Landlord shall pay for the heat, hot water, water, sewer, and trash collection, and the Tenant shall pay the basic electric directly to the provider in the following Communities: Parkside Homes, Frederick Manor, and Douglass Court. The Tenant shall receive a Utility Allowance from the Landlord in accordance with *Utility Allowance Schedule*, which is an exhibit to the ACOP, and given to the Tenant at initial lease-up. The *Utility Allowance Schedule* is subject to change following proper posting. Tenant shall receive at least thirty (30) days written notice via public posting of any revised Utility Allowance along with any resultant changes in Tenant Rent.

For families who pay an income-based rent, the Landlord will reimburse the family if the allowance for Tenant paid utilities is greater than the family's total Tenant payment. This is

called a “utility reimbursement.” The Landlord will not pay a utility reimbursement or give a Utility Allowance to a family that has chosen to pay a flat rent.

The Landlord shall pay for the direct cost of all utilities in Potomac Towers North, Potomac Towers South, and Walnut Towers. In these Communities, where no individual meters exist, a charge shall be assessed for excess electric consumption due to the operation of Tenant supplied major appliances or Tenant supplied equipment as follows: televisions, air conditioners (for four (4) months – June – September), extra freezers or refrigerators in accordance with the *Utility Allowance Schedule*.

The Landlord shall pay the direct cost of all utilities, including water and sewer and trash collection at Noland Village and the Scattered Sites. In these Communities, where individual meters exist, Tenants shall pay to Landlord any excess cost over and above the Utility Allowance provided by Landlord. Any charge for excess utilities shall appear on the Tenant’s Rent Statement. Tenant shall receive a copy of the *Utility Allowance Schedule*, which is an exhibit to the ACOP, at initial lease-up. The *Utility Allowance Schedule* is subject to change following proper posting. Tenant shall receive at least thirty (30) days written notice of any revised Utility Allowance along with any resultant changes in Tenant Rent.

Landlord shall not be held responsible for failure to furnish utilities by reason of any cause beyond its control. Any failure by Tenant to pay individual utility bills shall be deemed by Landlord to be a substantial breach of a material term of this Lease.

Appliances. Landlord shall furnish the Range and Refrigerator.

C. RENTAL SECURITY DEPOSIT

Amount. Initially, the Security Deposit for Tenants will be based on the “flat rent” for the unit. The Security Deposit will be one (1) month’s rent. The Landlord may charge the flat rent amount, or the rent amount based on income, [see Paragraph D.2. Choice of Rent Based on Income or Flat Rent]. For households that elect to have the rent based on income, Security Deposit amount shall not be less than \$100.00 The Security Deposit is due the day the Lease is executed. If the total of the security deposit exceeds \$300.00, the Tenant may pay the security deposit in two (2) payments, with one half (1/2) of the security deposit due the day the Lease is signed and the balance due the first (1st) of the following month. The balance due for the security deposit will appear on the rent statement. The failure to pay the security deposit when due shall be deemed by Landlord to be a substantial breach of a material term of the Lease.

Bank Account. Within thirty (30) days after receipt, Landlord shall deposit the Security Deposit in an interest-bearing account or shall hold the security deposits in an insured certificate of deposit, in a federally insured Maryland bank or savings institution and that account shall be used solely for security deposits.

List of Existing Damages. Tenant has the right to have the dwelling unit inspected by Landlord, in the presence of Tenant, for the purpose of making a written list of damages that exist at the commencement of the tenancy if the Tenant so requests by certified mail within fifteen (15) days of the date of occupancy.

Return of Deposit. Within forty-five (45) days, after the end of tenancy, Landlord shall return to Tenant the security deposit minus any amount, which Landlord shall rightfully withhold. Simple interest of one and one half (1 1/2%) per year will be paid on security deposits of

\$50.00 or more and will accrue at six (6) month intervals from the day the security deposit was given. If the rate of simple interest is changed by Maryland legislature at any time in the future, the rate of simple interest set forth in the Maryland Law governing residential security deposits shall apply.

Withholding of Deposit. Upon the termination of the Lease, Landlord may withhold rental security deposit to offset unpaid rent and damage due to Breach of Lease or damage to the property (including the dwelling Unit, Common areas/Community and/or appliances) by tenant or the tenant's family, agents, employees, guests or invitees in excess of ordinary wear and tear. Tenant is required to give a minimum thirty (30) day written notice of the intent to vacate at the end of the initial twelve (12) month Lease term.

Right to Move-out Inspection. The Tenant has a right to be present at the time the Landlord inspects for damages provided that the Tenant give statutory notice by certified mail to the Landlord of his or her intention to vacate the dwelling Unit, the date on which this will occur, and his or her new address. This notice must be mailed at least fifteen (15) days prior to the date of moving. Upon the Tenants request for a move-out inspection, the Landlord will schedule and notify the Tenant by certified mail of the date and time the dwelling Unit will be inspected. This inspection will be conducted within five (5) days before or five (5) days after the moving date.

Notice to Tenant for Withholding Deposit. If Landlord withholds any part of the security deposit, within forty-five (45) days after termination of the tenancy, Landlord shall send by first class mail to Tenant's last known address, a written list of the damages claimed, and costs actually incurred.

Tenant Ejected or Evicted or Abandoning. Where Tenant has been evicted, or ejected for Breach of Lease, or has abandoned the dwelling Unit prior to termination of the Lease, the procedures for return of the security deposit are as follows: a) within forty-five (45) days after leaving dwelling Unit, Tenant shall send to Landlord, by first class mail a request for return of security deposit, and inform Landlord of Tenant's new address; b) within forty five (45) days of receipt of such notice, Landlord shall send to Tenant by first class mail a written list of the damages claimed together with a statement of the costs actually incurred and shall return to the Tenant the Security Deposit with simple interest of one and one-half percent (1½%) per year on security deposits of \$50.00 or more, accruing at six (6) month intervals from the day the security deposit was given, less any damages rightfully withheld. If the rate of simple interest is changed by Maryland legislature at any time in the future, the rate of simple interest set forth in the Maryland Law governing residential security deposits in effect at the time the security deposit is to be returned to Tenant shall apply. If Landlord fails to send the list of damages required and a statement of costs actually incurred, the right to withhold any part of the security deposit for damages is forfeited.

Landlord Liability. The failure of Landlord to comply with the security deposit law may result in Landlord being liable to Tenant for a penalty of up to three (3) times the security deposit plus reasonable attorney's fees.

D. REDETERMINATION OF RENT AND FAMILY COMPOSITION

1. Frequency of Regular Reexaminations. Once a year, or as otherwise determined by Landlord, Tenant agrees to attend a reexamination interview and to furnish a signed certification

containing accurate information regarding family income, employment, family composition, and other relevant information required by Landlord in determining rent, dwelling size and continued eligibility for assisted housing. Tenant agrees to provide any written documentation requested by Landlord relating to family composition, income, expenses, or any other information necessary for Landlord to determine Tenant's continued eligibility. The failure to attend a reexamination interview and to furnish the required certification and documentation shall be deemed by Landlord to be a substantial breach of a material term of this Lease.

2. Choice of Rent Based on Income or Flat Rent. Tenants will be offered the choice of the flat rent or a rent based on income at the enrollment interview and the annual reexamination. The flat rent is subject to change when Landlord notifies Tenant, based on a new analysis of the market value and after at least a thirty (30) day posting at the central office and community sites. Tenant may, at any time, request to be switched to a rent based on income if a family on a flat rent has a financial hardship as stated in the ACOP.
3. Minimum Rent Policy. (24 CFR 5.630) The Housing Authority has elected to charge a minimum rent of \$0.00 per month, however, this is subject to change at any time, following approval by the Housing Authority's Board of Commissions and postings in accordance with HUD regulations. **Minimum Rent: \$0.00 at this time.**
4. Interim Reexaminations. (As follows and as contained in the ACOP)

Increases in Income. The family must report any increase in income or change in family composition in writing within fourteen (14) calendar days. For increases of \$25.00 or more per week in gross income, an interim adjustment in rent will be effective the first (1st) day of the third (3rd) month following the *effective* date of the increase in income. Where a new family member with income is added to an existing household, the rent will increase the first (1st) day of the month following a thirty (30) day notice. The income of Live-in Aides will not be counted for purposes of calculating rent.

Decreases in Income. The family may report a decrease in income. If reporting a decrease, the family must report the decrease in writing by the last day of the month for an interim adjustment to be effective on the first (1st) of the following month.

Policy for 120% of AMI Over-Income Limit. (FR-5976-N-07 (Vol. 83 No. 144)) Any family that has exceeded 120% of the Area Median Income (AMI) (or a different limitation established by the Secretary) for two consecutive years shall be terminated from tenancy within 6 months of the 2nd year of exceeding 120% AMI. If the PHA discovers through annual or interim reexamination that the previously over-income family falls below 120% of AMI, the family is no longer subject to these provisions. The family is then entitled to a new 2-year over-income grace period. Excluded are those families currently participating in the Family Self-Sufficiency (FSS) or Earned Income Disallowance (EID) programs.

Policy for Addition of an Adult 18 years or older. In order to add a household member, (including live-in aides), the family must request that the new member be added to the Lease. Before adding the new member to the Lease, the individual must complete a Housing Application stating their income, assets, and all other information required of an applicant. The individual must provide their Social Security number, proof of identity, and verify their citizenship/eligible immigrant status. If the individual is found to be ineligible or does not pass the screening criteria, they will be advised in writing and given the opportunity for an informal

review. If they are found to be eligible and do pass the screening criteria, their name will be added to the Lease. Live-in aides need not disclose their income and assets. . An additional adult household member may not move into the dwelling Unit until approved as eligible and is added to the Lease.

Policy for Addition to Household due to birth, adoption, child custody, or through the Foster Care Program. The family must report any additions to the household due to birth, adoption, child placement or custody, or through the Foster Care Program within fourteen (14) calendar days. Tenant must provide written verification such as a birth certificate, court order, letter from social services or government agency.

Policy for Move Out of a Family Member. The family must report if any family member no longer resides in the household within fourteen (14) calendar days. Staff may request written verification of the new address of the persons moving out of the household.

Changes in Family Expenses. The family may report any increase in medical, disability, or childcare expense. The Landlord will make an interim adjustment, if requested by the family, due to an expense that results in a decrease of the Total Tenant Payment. The resulting decrease in rent will be made the first (1st) of the month following the month in which the expense was reported.

Special Requirements for Temporary Cash Assistance (TCA) Recipients. Rents for recipients of TCA (welfare) benefits may not be lowered for families who are sanctioned by the Department of Social Services for not meeting the certification requirements. Such requirements include fraud, failure to participate in an economic self-sufficiency program, or failure to comply with a work activity requirement or other requirements established by the Department of Social Services. Families are eligible for reduced rent if the reduction is the result of the expiration of a lifetime time limit on receiving benefits or the family has complied with welfare requirements but cannot obtain employment. The Landlord will obtain written verification from the local Department of Social Services (D.S.S.) or other applicable agency.

5. Notification to Tenant of Change in Tenant Rent. When the Landlord increases the rent, the Landlord shall give at least a thirty (30) day advance written notice to Tenant. If Tenant does not agree with the determination, they have the right to request a hearing as provided by the Grievance Procedures.
6. Size of Dwelling. Tenant understands that Landlord assigns dwelling Units according to the Occupancy Standards published in the ACOP. If the Tenant is or becomes eligible for a different type or size dwelling Unit and an appropriate dwelling Unit becomes available, the Tenant shall be given advanced notice of the date of anticipated availability and shall be given five (5) days to move. Failure to comply with five (5) day moving period could result in termination of lease.
7. Transfer Policy. Tenant may request to transfer, or Landlord may require a transfer in accordance with the Transfer Policy, which is contained in the ACOP and an Exhibit to this Lease. Refusal of an offer of transfer will result in removal from the transfer list for voluntary transfers, with the opportunity to reapply after a six (6) month period from date of refusal. The Tenant will not be entitled to grievance rights when removed from the transfer list for refusing to move if Tenant has voluntarily requested the transfer. Refusal of transfer at request of Landlord is considered a substantial breach of a material term of this Lease may

result in termination of the Lease and, as a result, the Tenant will be entitled to grievance rights. Over-housed Tenants (as defined in the Transfer Policy in attached Exhibit C) must transfer to a Unit with the proper number of bedrooms when notified by the Landlord that a Unit of the proper size is available. Under-housed Tenants (as defined in the Transfer Policy) must transfer to a Unit with the proper number of bedrooms when notified by the Landlord that a Unit of the proper size is available. Tenants shall bear their own moving costs associated with transfers, regardless of whether the transfers are at the request of Tenant or at the request of Landlord. An exception may be made for the cost of displacement of Tenants due to demolition, sale or acquisition, or rehabilitation of a unit.

8. Community Service and Family Self-Sufficiency. Each adult member of the household who is eighteen (18) years or older and who does not work at least thirty (30) hours per week as set forth in the ACOP and Exhibit B to the Lease, agrees, as a condition of continued occupancy, to contribute eight (8) hours per month of community service or to participate in an economic self-sufficiency program unless exempt from this requirement. Specific exemptions and eligibility criteria are outlined in the Community Service and Family Self-Sufficiency Requirements contained in the ACOP and as an Exhibit to this Lease.
9. Welfare Program Requirements. (24 CFR 5.603 and 5.615) Tenants may not have their rent reduced for failure to comply with welfare program requirements. Such requirements include fraud, failure to participate in an economic self-sufficiency program, or failure to comply with a work activity requirement. Tenants are eligible for reduced rent if the reduction is the result of the expiration of a lifetime time limit on receiving benefits or the family has complied with welfare requirements but cannot obtain employment. The Landlord will obtain written verification from the local Department of Social Services or another applicable agency.
10. Disallowance of Earned Income. (24 CFR 960.255) During the first twelve (12) months after commencement of employment of a family member, the Landlord disallows the incremental increase in a family member's income as a result of employment. In the second twelve (12) month period, the Landlord disallows fifty percent (50%) of the incremental increase. The amount of the incremental increase in income is calculated by comparing the amount of the family member's income before the beginning of qualifying employment to the amount of such income after beginning the employment. It is this amount that is subject to being disregarded.
 - a) The family may receive the disallowance only as follows:
 - (1) Disallowance is limited to one (1) twenty-four consecutive (24) month period from the beginning of the first (1st) month after commencement of qualifying employment of an individual family member.
 - (2) During this twenty-four (24) month period, for a maximum of twelve (12) months, the incremental increase is disregarded, and for a maximum of the second twelve (12) months, fifty percent (50%) of the incremental increase is disregarded.
 - (3) If the period of increased income does not last for twelve (12) consecutive months, however, each qualifying family member is only entitled to a total of twelve (12) months of each disallowance.
 - b) Definitions: The following definitions apply for purposes of this section (24 CFR 960.255)
 - (1) Disallowance - Exclusion from annual income

- (2) Previously unemployed includes a person who has earned, in the twelve (12) months previous to employment, no more than would be received for ten (10) hours of work per week for fifty (50) weeks at the established minimum wage.
- (3) Qualified family - A family residing in public housing:
 - (a) Whose annual income increases as a result of employment of a family member who was unemployed for one (1) or more years previous to employment;
 - (b) Whose annual income increases as a result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or
 - (c) Whose annual income increases, as a result of new employment or increased earnings of a family member, during or within six (6) months after receiving assistance, benefits or services under any state program for temporary assistance for needy families funded under Part A of title IV of the Social Security Act, as determined by the Landlord in consultation with the local agencies administering temporary assistance program. These programs are not limited to monthly income maintenance, but also includes such benefits and services as one-time payments, wage subsidies and transportation assistance – provided that the total amount over a six (6) month period is at least \$500.

11. Family Disclosure of HUD Notice Concerning Family Income. (24 CFR 5.240) A family must promptly furnish to the Landlord any letter from HUD concerning the amount or verification of family income. The Landlord must verify the information received from the family and make appropriate adjustments in the amount of income and rent.

12. Excess Rental Assistance. The Landlord will also pursue former Tenants for abuses regarding excess rental assistance, such as reporting the deficiency of payments to credit bureaus or pursue collection through the court system in order to recover such amounts.

E. TENANT’S RIGHT TO USE AND OCCUPANCY

1. Use of Residence. The Tenant shall have the right to the exclusive use and occupancy of the Residence as a private dwelling. The Residence shall be used only for residential purposes. The Residence shall be the sole and exclusive dwelling Unit of the Tenant and any and all Household Members. No Tenant or Household Member may maintain another residence while this Lease is in force. The Unit must be the principal place of residence for the duration of the lease. The Tenant shall not, in whole or in part, assign this Lease, or sublet or transfer possession of any part or all of the Residence. The Tenant shall not give accommodations to boarders or lodgers. Tenants may provide reasonable accommodations for their guests and visitors but shall promptly obtain Management’s written approval for the presence of any such person.

2. Legal Profit-Making Activities. The Tenant or members of Tenant’s Household may engage in legal profit-making activities at the dwelling Unit only with the written consent of Landlord. Any legal profit-making activities must be incidental to the primary use of the dwelling Unit as a residence. If Tenant receives written approval from Landlord to conduct the business, the business conducted at the Dwelling Unit may not infringe on the rights of other Tenants. Additionally, all such business-related uses of the Dwelling Unit must meet all zoning requirements and the Tenant must have proper business licenses. The sale of firearms

on Housing Authority property as a profit-making activity is prohibited. Such activity shall be deemed to be a substantial breach of a material term of the Lease and will result in termination of the Lease.

3. Policy for Live-in Aides. With the consent of the Landlord, a live-in aide may reside in the Unit after passing initial eligibility screening. Live-in-aides must abide by all provisions of the Lease. A live-in aide means a person who resides on a full-time basis with an elderly, near elderly, or disabled person and who: a) is determined to be essential to the care and well-being of the person; b) is not obligated for the support of the person; c) would not be living in the Unit except to provide the necessary supportive services; and d) no survivorship rights to unit if the person requiring aid vacates the unit for any reason, must immediately vacate the unit as well
4. Abandonment of Unit. Upon the abandonment of the Dwelling Unit, the Tenant appoints Landlord and/or Landlord's employees, as Tenant's agent, to remove all personal property of whatever nature, including furniture and equipment left in or about the Dwelling Unit. See also Lease Part II, G.4 and the ACOP.
5. Parking Rules. Parking areas are to be used for licensed motor vehicles only. Due to limited space, other vehicles such as boats, trailers, and unlicensed vehicles are subject to towing at owner's risk and expense. Parking and/or driving are not permitted on the grass or Common Areas. No vehicle washing, greasing, changing oil, or major repairs to vehicles on streets or in parking areas are permitted. Tenant shall not place vehicle on a jack or jack stand except to change a flat tire. Tenant shall not leave vehicles unattended while on a jack. Tenant shall not place vehicle on ramps at any time. Tenants in Communities with designated parking lots must obtain a vehicle permit for each vehicle from the Central Office. Vehicles without permits are subject to being towed at owner's risk and expense. Visitors must park in designated visitor spaces and not use Tenant's parking spaces. See also the ACOP and the Parking Policy attached as an Exhibit to this Lease.

F. LANDLORD OBLIGATIONS-Landlord shall be obligated:

1. To maintain the dwelling Unit and the Community in a decent, safe and sanitary condition.
2. To comply with the requirement of applicable building codes, housing codes, and HUD regulations materially affecting health and safety.
3. To make necessary repairs to the dwelling Unit.
4. To keep Community building, facilities and Common Areas, not otherwise assigned to Tenant for maintenance and upkeep, in a clean and safe condition.
5. To maintain in good and safe working order and condition, electrical, plumbing, sanitary, heating, ventilating, and other facilities, and appliances, including elevators supplied or required to be supplied by Landlord.
6. To provide and maintain appropriate receptacles, facilities, and services (except containers for the exclusive use of an individual Tenant family) for the deposit of ashes, garbage, rubbish, and other waste removed from the premise by Tenant as required by this Lease, and to provide disposal service for garbage, rubbish, and other solid waste.

7. To supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times according to local custom and usage; except where the building that includes the dwelling Unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within exclusive control of Tenant and supplied by a direct utility connection.
8. To notify Tenant of the specific grounds for any proposed adverse action by Landlord. (Such adverse actions include, but are not limited to, a proposed Lease termination, transfer of Tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities.) When Landlord is required to afford Tenant the opportunity for a hearing under Landlord's grievance procedure for a grievance concerning the proposed adverse action, the Notice of the proposed adverse action shall inform Tenant of the right to request such hearing. In the case of Lease termination, the Notice of Lease Termination shall constitute adequate notice of proposed adverse action. In the case of a proposed adverse action, other than a proposed Lease termination, Landlord shall not take the proposed action until the time for the Tenant to request a grievance hearing has expired and (if hearing was timely requested by the Tenant) the grievance process has been completed.
9. To provide reasonable accommodation in Lease and other policy requirements when requested by a qualified Tenant with disabilities. The concept of reasonable accommodation involves helping a Tenant meet essential Lease requirements; it does not require the lowering or waiving of essential requirements. Accommodations are not reasonable if they require a fundamental alteration in the nature of the program or impose undue financial and administrative burdens on the Landlord.

G. TENANT OBLIGATIONS - The Tenant obligations set forth below are considered material terms of the Lease and the failure to comply shall be considered a substantial violation of a material term of the Lease and warranting eviction.

Tenant shall be obligated:

1. Not to assign the Lease, nor sublease the dwelling unit.
2. Not to give accommodation to boarders or lodgers or to permit anyone who is not on the Lease to live in the Unit, unless the person is in the Unit in compliance with the Visitation Policy.
3. Not to give accommodations to visitors in excess of seven (7) consecutive days in any twelve (12) month period without the advance written consent of Landlord. Requested visitation passes must comply with all terms and conditions of the Housing Authority Visitation Policy as outlined in the ACOP and attached as an Exhibit to this Lease.
4. To comply with the Absence from Unit Policy outlined in the ACOP. Tenants must notify Landlord if Tenant plans to be absent from dwelling Unit for more than thirty (30) days. During the absence, the rent and utilities must be paid when due and the Unit maintained. Extensions may be made as set forth in the ACOP.
5. To use the dwelling Unit solely as a private dwelling for Tenant and Tenant's household members and not to use or permit its use for any other purpose, unless approved by Landlord as a Legal Profit-Making Activity. See also Lease Part II.E.2. and the ACOP.

6. To abide by necessary and reasonable regulations and policies promulgated by Landlord for the benefit and well-being of the housing community and Tenants. These policies and regulations or rules shall be posted in a conspicuous manner in the Central Office and Community Buildings and incorporated by reference in this Lease. These policies and regulations or rules are contained in the Lease and the ACOP. Violation of such policies and regulations constitutes a substantial breach of a material term of this Lease.
7. To act, and cause household members or guests to act in a manner that will not disturb other Tenants' peaceful enjoyment of their accommodations, including but not limited to loud music, shouting, banging on ceilings and walls, excessive noise, and harassment; and to behave in a manner conducive to maintaining the community in a decent, safe, and sanitary condition.
8. To assure that Tenant, any member of the household, a guest, or another person under Tenant's control, shall not engage in:
 - a) Any criminal activity on or off the Housing Authority property that threatens the health, safety, or right to peaceful enjoyment of Housing Authority property by other Tenants or employees, staff or contractors of Landlord; or
 - b) Any violent or drug-related criminal activity on or off the Housing Authority property. Any activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the Unit. (For purposes of this Lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802)).

CDS VIOLATIONS/GOOD SAMARITAN LAW

The State of MD has promulgated laws protecting people seeking help for victims who overdose on drugs or alcohol. That law, known as the "Good Samaritan Act," provides that "a person, who in good faith, seeks, provides, or assists with the provision of medical assistance for a person experiencing a medical emergency after ingesting or using alcohol or drugs shall be immune from criminal prosecution...if the evidence was obtained solely as a result of the person's seeking, providing or assisting with the provision of medical care."

The law also provides immunity from several violations if the evidence against the patient/victim was obtained solely "as a result of another person's seeking medical assistance."

Notwithstanding the fact that persons cannot be criminally prosecuted under these circumstances, activity involving the use of illegal drugs is a violation of the lease for which a tenant can be evicted.

- c) Any criminal activity that results in a felony conviction of a household member.
 - d) Hosting of persons listed on Housing Authority No Trespass list. This No Trespass list is available at the Central Office and on the Housing Authority web site [www.hagerstownha.com] and Tenants are responsible for reviewing. The No Trespass list will be updated as names are added and/or removed.
9. To assure that Tenant, any member of the household, a guest, or another person under the Tenant's control does not abuse alcohol in a way that interferes with the health, safety or right

of peaceful enjoyment of the Housing Authority property by other Tenants. Alcohol in open containers is prohibited in Common areas.

10. To act in a cooperative manner with neighbors and Landlord's staff, contractors, or employees. To refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and Landlord staff, contractors, or employees.
11. Not to illegally discharge any type of firearm and not to possess any illegal and/or unregistered firearm in or near the dwelling Unit or on Housing Authority property. Possession and use of firearms must be in accordance with federal and state law. Firearms legally possessed by the Tenant shall be stored in a manner that is inaccessible to minors. Both guns and ammunition must be stored and locked separately. This includes, but is not limited to, BB guns and air-powered rifles.
12. To take reasonable precautions to prevent fires and not to keep flammable materials at the dwelling Unit or on Housing Authority property.
13. Not to tamper with, remove, damage, or disable smoke detectors.
14. Not to keep or maintain, manufacture, or distribute fireworks or other explosive materials or to discharge fireworks on or near the dwelling Unit or on Housing Authority property.
15. To comply with the Pet Ownership Policy contained as an Exhibit to this Lease and in the ACOP to ensure that no member of Tenant's household keeps, maintains, harbors, or allows visitation by any dog, cat, livestock, or pet of any nature in the dwelling Unit or on the grounds of any Housing Authority community or property except in accordance with the Pet Ownership Policy. However, the policy does not apply to animals that are used to assist persons with disabilities, except for reasonable health and safety rules, including the behavior of the assistive animal. In order to qualify as an animal that is used to assist a person with a disability, that animal must be needed to assist the person with that specific disability and actually be used to assist the person.
16. To not commit any fraud in connection with any Federal housing assistance program, and not to receive assistance for occupancy of any other Unit assisted under any Federal housing assistance program during the term of the Lease.
17. To pay promptly any utility bills for utilities supplied by Tenant by a direct connection or are billed to tenant by HHA in excess of Utility allowance to the utility company and to avoid disconnection of utility service for such utilities.
18. To pay for all reasonable charges (other than for ordinary wear and tear) for the repair of damages to the dwelling Unit or to the Common Area or Community (including damages to Community buildings, facilities, or Common Areas and grounds) caused by Tenant, household members, guests, another person under the Tenant's control, or pets/animals (including assistive animals).
19. To comply with Community Service Requirements associated with Quality Housing and Work Responsibility Act of 1998 in accordance with the Exhibit to this Lease and in the ACOP. Failure to comply results in the non-renewal of the Lease and termination of tenancy at the end of the twelve (12) month Lease term.

20. To comply with the requirements of applicable state and local building or housing codes materially affecting health and/or safety of Tenant, Tenant's household, Landlord staff, contractors, or employees, and Community.
21. To report to Management within fourteen (14) calendar days after there is a change in family income or family composition and to provide Management verifiable information regarding such change.
22. To complete an application, or other written request, at the option of Landlord, for the addition of a family member due to marriage or other allowable reason, prior to the person or persons moving into the dwelling Unit
23. To transfer to an appropriate size dwelling Unit based on family composition, or if residing in a designated handicapped designed Unit which is not needed by the Tenant or Tenant's family, upon notice by Landlord that such a dwelling Unit is available, or in the case of the handicapped Unit, is needed for another family.
24. To refrain from any illegal or other activity that may be detrimental to or impair the physical or social environment of the Community.
25. To use reasonable care to keep the dwelling Unit in such condition as to ensure proper health and sanitation standards for Tenant, household members, and neighbors. Tenant shall notify the Landlord promptly of known need for repairs to the dwelling Unit, and of known unsafe or unsanitary conditions in the dwelling Unit or in Common Areas and grounds of the Community. Tenant's failure to report the need for repairs to the dwelling Unit in a timely manner shall be considered to contribute to any damage that occurs, and Tenant may be charged for the damage.
26. To keep the dwelling Unit and other such areas as may be assigned to Tenant for exclusive use in a neat, clean, safe, and presentable condition, including, but not limited to, keeping entrances and walkways free from snow, ice, vegetation, and trash and regularly trimming the lawn and preventing accumulation of trash, debris, toys, junk or unsightly objects in the yard. Tenants unable to perform seasonal maintenance or other maintenance tasks may request an exemption in writing with documentation from their physician. Failure to comply can result in additional maintenance charges to the tenant.
27. To pay when due all charges under this Lease and to make payments when due under the terms of any Repayment Agreement.
28. To dispose of garbage, rubbish, trash, junk, and other wastes to appropriate points of collection in manner prescribed by the City or the Landlord; and, for Residents having the benefit of municipal collection service, to assemble and put out all such garbage, rubbish, etc., on the proper collection day and to promptly return the trash receptacles to the rear of the dwelling Unit following collection.
29. To immediately report to Landlord any accident or injury or damage to pipes, toilets, drains, electric wires, equipment, or other property of the Landlord, and any other breakage or loss of any kind.

30. To refrain from, and to cause household members, guests, and other persons under Resident's control to refrain from, destroying defacing, damaging, or removing any part of the dwelling Unit or Common Area/Community.
31. To use only in a reasonable manner and for their intended purpose all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other facilities and appurtenances, including elevators.
32. To make no alterations or repairs or redecoration to the interior or exterior of the dwelling Unit or to the equipment, not to install or use additional equipment or major appliances, such as clothes dryers, freezers, dishwashers, ceiling fans, additional telephone lines, wall fixtures, chandeliers, utility buildings, radio, or television aerials, without the prior written consent of the Landlord. To make no changes to locks or install additional locks on doors without prior written consent of the Landlord. To use no nails, tacks, screws, brackets, or fastener on any part of the dwelling Unit except and under the conditions prescribed by Landlord.
33. To refrain from placing signs of any type in or about the dwelling except those allowed under applicable zoning ordinances and then only after having received prior written permission of the Landlord.
34. To park motorized vehicles only in designated parking areas and never on grass areas, Common Areas, or in hallways; not to display vehicles for sale; not to grease, change oil, wash or make major repairs to such vehicles; not to leave or park motorized vehicles in an inoperative condition; any inoperative or unlicensed vehicle will be removed from the Housing Authority property at Tenant's expense. To abide by Parking Policy as outlined in Exhibit J to the Lease.
35. Not to have waterbeds in the dwelling Unit.
36. Not to have yard sales at the dwelling Unit or on Housing Authority property.
37. To keep all appointments scheduled with the Housing Authority.
38. To abide by any no smoking policies in effect for designated properties as outlined in the Exhibit L to the Lease
39. Not to record audio and/or video of another against their wishes or without their knowledge on the grounds of the Hagerstown Housing Authority.
40. Not to install any security system(s) (including doorbells) with the exception of health-related equipment and monitors that 1) record audio or video in a common area; or 2) alert emergency responders to a breach of safety or security; or 3) disrupt the right to quiet enjoyment of other tenants. Video doorbells are allowed in family communities if not affixed to siding or brick.

H. DEFECTS HAZARDOUS TO LIFE, HEALTH AND SAFETY

If the dwelling Unit is damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants:

1. The Tenant shall immediately notify Landlord of the damage.

2. Landlord shall be responsible for repair of the Unit within a reasonable time: provided, that if the damage was caused by the Tenant, members of Tenant's household, guests, persons under Tenant's control, or pets/animals, the reasonable cost of the repairs shall be charged to the Tenant, including any insurance deductible assessed to Landlord.
3. Landlord shall offer standard alternative residential accommodations, if available, where necessary repairs cannot be made within a reasonable time or while the Tenant is capable of continuing to reside in the dwelling Unit during the repairs. Tenant shall be charged for cost of accommodations if found to be at fault in causing the damages; and
4. Rent shall abate in proportion to the seriousness of the damage and loss in value as a dwelling if repairs are not made in accordance with this section or alternative accommodations are not provided in accordance with this section. Notwithstanding the foregoing, no abatement of rent shall occur if the Tenant rejects the alternative accommodation or if the damage was caused by the Tenant, members of Tenant's household, guests, persons under Tenant's control, or pets/animals. If Landlord determines that the dwelling Unit is uninhabitable because of imminent danger to the life, health, and safety of Tenant and alternative accommodations are refused by Tenant, the Lease shall be terminated in accordance with State law, and any rent paid, minus any appropriate charges, will be refunded to Tenant.
5. Landlord is not responsible for damage to the property/furnishings of Tenant resulting from the unforeseeable failure of building systems, acts of God, weather, etc. Examples include water damage from broken pipes, roof leaks, flooding, or fire.
6. Landlord recommends that Tenant purchase renter's insurance to protect personal property if damaged or stolen and to insure against claims of personal injury.

I. ENTRY OF DWELLING UNIT DURING TENANCY

1. Advance Reasonable Notice. Landlord shall, upon forty-eight (48) hours advance written notification delivered to the dwelling Unit, be permitted to enter the dwelling Unit during reasonable hours for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the dwelling Unit for re-leasing.
2. Entry Without Advance Notice. Landlord may enter the dwelling Unit, in Tenant's absence without advance notification when Tenant requests repairs, maintenance, services, or when there is reason to believe an emergency exists or may exist.
3. No Adult Home at Time of Entry. In the event Tenant and all adult members of the household are absent from the dwelling Unit at the time of entry, Landlord shall leave a notice specifying the date, time, and purpose of entry prior to leaving the dwelling Unit.
4. Occupancy Checks. Occupancy checks will be conducted when a tenant has received a Notice to Quit (NTQ). The occupancy checks will be used whether to assess if the tenant has vacated the unit as prescribed in the NTQ.

J. NOTICE PROCEDURES

1. Notice to Tenant in Writing. Notice to a particular Tenant shall be in writing and such notice shall be delivered to the Tenant, left at the dwelling Unit, or sent by pre-paid first-class mail properly addressed to the Tenant.
2. Notice To Landlord. Notice to Landlord shall be in writing, delivered to the Central Office or sent by pre-paid first-class mail properly addressed to 35 West Baltimore Street, Hagerstown, Maryland 21740.
3. Visually Impaired/Literacy Disabled/Deaf Tenant. If requested by a Tenant who is visually impaired, literacy disabled, or deaf notices will be provided in a format understandable by Tenant.
4. Notice to Vacate from Tenant. Tenant is required to give Landlord a thirty (30) day written notice of the intent to move out at the expiration of the initial Lease term of twelve (12) months. Landlord requires that Tenant complete an Intent to Vacate Notice at the Central Office thirty (30) days prior to the expiration of the initial term of the Lease. Tenant is also required to give Landlord thirty (30) days prior written notice of Tenant's intention to move out during any renewal period. Landlord requests that Tenant participate in an exit interview. If Tenant does not give the required thirty (30) day written notice, Tenant shall be charged for the thirty (30) day's rent. However, if the Unit is re-rented in less than the thirty (30) days, Tenant is only charged for that portion of the thirty (30) days of which the Unit was actually vacant. Move out cleaning and repair charges will be deducted from the Tenant's Security Deposit, in accordance with Maryland State Law.
5. Public Posting. Schedules of special charges for services, repairs and utilities and rules and regulations which are required to be incorporated in the Lease by reference shall be publicly posted in a conspicuous manner in the Central Office and shall be furnished to applicants and Tenants on request. Such schedules, rules and regulations may be modified from time to time by the Landlord provided Landlord gives at least a thirty (30) day written notice to each affected Tenant setting forth the proposed modification, the reasons therefore, and providing the Tenant an opportunity to present written comments which shall be taken into consideration by Landlord prior to the proposed modification becoming effective. A copy of each notice shall be: a) delivered directly or mailed to each household; (b) or posted in at least three (3) conspicuous places within each structure or building in which the affected dwelling Units are located, or posted in a Community building, as well as posted in a conspicuous place in the Central Office.

K. TERMINATION OF TENANCY AND EVICTION

1. Grounds for Termination: Landlord may terminate this Lease for a single serious violation or multiple violations of material terms of the Lease, such as failure to make payments due under the Lease or to fulfill Tenant obligations, as described in Paragraph G of this Lease or elsewhere, or for other good cause (including, but not limited to the Tenant's failure to accept the Landlord's offer of a properly adopted Lease revision). By way of example but not limitation, either of the following types of criminal activity by the Tenant, any member of the household, a guest, or another person under the Tenant's control, shall be cause for termination of this Lease (A) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the Housing Authority property by other Tenants. (B) Any drug-related criminal activity on or off the Housing Authority property.

Landlord will refuse to renew this Lease and terminate the Lease at the end of the twelve (12) month term if there is a failure of a family member to comply with the Community Service requirement provision of Paragraph G, 19 and Community Service Exhibit of this Lease

2. Written Notice of Lease Termination: Landlord shall give written notice of Lease termination of:

- a) Fourteen (14) calendar days in the case of failure to pay rent;
- b) A reasonable time considering the seriousness of the situation (but not more than thirty (30) calendar days) when the health or safety of other Tenants or Landlord's employees, contractors, or staff is threatened;
- c) One (1) month or thirty (30) days, whichever is longer, in any other case.

3. Contents of Notice of Lease Termination. Notice shall state specific grounds for termination and shall inform the Tenant of the Tenant's right to make such reply as the Tenant may wish. The notice shall also inform the Tenant of their right to examine Landlord documents directly relevant to the termination or eviction. The Tenant shall be provided a copy of any such documents from the Tenant's file at the Tenant's expense. When Landlord is required to afford the Tenant the opportunity for a grievance hearing, the notice shall also inform the Tenant of the Tenant's right to request a hearing in accordance with Landlord's Grievance Procedure. The Grievance Procedures are posted at the Central Office and at each Community Building and are contained in detail in the ACOP and an Exhibit of this Lease. The Notice of Lease Termination required by State/local law may be combined with Federal requirements or run concurrently with other Lease termination notice(s).

4. Grievance Procedure Information. When Landlord is required to afford the Tenant the opportunity for a hearing under Landlord's Grievance Procedure for a grievance concerning the Lease termination, the tenancy shall not terminate until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed. Any informal grievance shall be presented either in writing or orally to the Landlords Central Office at 35 West Baltimore Street, Hagerstown, Maryland, within ten (10) days after the date of the occurrence giving rise to the grievance. Maintenance grievances may be requested either orally or in writing to the Maintenance Department within ten (10) days after the date of the occurrence giving rise to the grievance. A written summary of the results of the informal grievance conference shall be provided to the complainant. If the complainant is not satisfied with the results of the informal conference, the complainant shall submit a written request for a formal grievance hearing no later than ten (10) days from the date set forth on the summary of the results of the informal conference. The Hearing Officer shall prepare a written decision, within ten (10) days after the hearing.

When Landlord is not required to afford the Tenant the opportunity for a hearing under Landlord's Grievance Procedure, the notice of Lease termination under this Lease shall:

- a) State that the Tenant is not entitled to a grievance hearing on the termination.
- b) Specify the judicial eviction procedure to be used by Landlord for eviction of the Tenant, and state that the U. S. Department of Housing and Urban Development has determined that this eviction procedure provides the opportunity for a hearing in court that contains the basic elements of due process as defined in U. S. Department of Housing and Urban Development regulations.

- c) State whether the eviction is for a criminal activity or for a drug-related criminal activity.
5. How Tenant is Evicted. Landlord may evict the Tenant from the dwelling Unit only by bringing court action and complying with the State of Maryland statutory eviction requirements, unless Federal Statutes or regulations permit otherwise.
 6. Eviction for Certain Activity. Landlord has the discretion to consider circumstances in deciding to evict for any activity that threatens the health, safety or right to peaceful enjoyment by other Tenants or staff/employees/contractors of the Housing Authority. Landlord shall have discretion to consider all the circumstances, including the seriousness of the offense, the extent of participation by family members, and the effects the eviction would have on family members not involved. In appropriate cases, Landlord may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the activity will not reside on or visit at the dwelling Unit or on any Housing Authority property. Landlord may require a family member who has engaged in the illegal use of drugs or alcohol to present evidence of successful completion of a treatment program as a condition to being allowed to reside in the dwelling Unit.
 7. Notice to Post Office. When Landlord evicts an individual or family from the dwelling Unit for engaging in criminal activity, including drug-related activity, Landlord shall notify the local post office serving the dwelling Unit that such individual or family is no longer residing at the Housing Authority.
 8. Eviction-Right to Examine Housing Authority Documents. Landlord shall provide Tenant a reasonable opportunity to examine, at the Tenant's request, before a grievance hearing or court trial concerning a termination of tenancy or eviction, any documents, including records and regulations, which are in the possession of the Landlord, and which are directly relevant to the termination of tenancy or eviction. The Tenant shall be allowed to copy any such document at the Tenant's expense. A notice of Lease Termination shall inform the Tenant of the Tenant's right to examine documents concerning the termination of tenancy or eviction, and if Landlord does not make such documents available for examination or review, then Landlord may not proceed with the eviction until the documents are made available.

L. PROVISION FOR MODIFICATIONS

The Lease must be executed by the Landlord and Tenant, except for automatic renewals of the Lease. The Lease may be modified at any time by written agreement of the Tenant and the Landlord. The Lease will be automatically modified by a change in policy or procedure by Landlord after proper posting. The terms of the modifications to the Lease shall be deemed to be incorporated into this Lease without the need for Landlord and Tenant to execute a new Lease.

M. ACCOMMODATION OF PERSONS WITH DISABILITIES

For all aspects of this Lease and grievance procedures, a person with a disability shall be provided reasonable accommodation to the extent necessary to provide the disabled person with an opportunity to use and occupy the dwelling Unit equal to a non-disabled person. Landlord hereby provides notice to each Tenant that the Tenant may, at any time during the tenancy, request reasonable accommodation of a disability of a household member, including reasonable accommodation so that the Tenant can meet the Lease requirements or other requirements of tenancy as provided in Lease Part II, F.9.

N. MISCELLANEOUS

1. Headings. Paragraph headings appearing in this Lease have been inserted for the purpose of convenience and ready reference only. They do not purport to and are not to be deemed to define, limit or extend the scope or intent of the paragraphs to which they appertain or to be inapplicable to other paragraphs in the Lease.
2. Waiver. No delay or failure by Landlord in exercising any right under this agreement, and no partial or single exercise of any such right shall constitute a waiver (post or prospective) of that or any other right, unless otherwise expressly provided herein.
3. Substantial or Material Breach of Lease. The characterization by Landlord that the failure of a Tenant to comply with a particular provision of the Lease is a substantial or a material Breach of Lease shall not serve to limit Landlord's right to contend that other breaches of Lease are substantial, material or sufficient to warrant an eviction.

EXHIBITS: (content subject to change)

- A. Policy for Safety and Security in Public Housing
- B. Community Service
- C. Transfers
- D. Terminations
- E. Grievance Procedures
- F. Pet Policy
- G. Physical Property Standards
- H. Oxygen Policy
- I. Violence Against Women Act (VAWA) Policy
- J. Parking Policy
- K. Visitation Policy

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Exhibit A

POLICY FOR SAFETY AND SECURITY IN PUBLIC AND ASSISTED HOUSING

The 1996 Extender Act gives the Housing Authority new authority to deny occupancy on the basis of illegal drug-related activities and alcohol abuse when such abuse leads to behavior that threatens the health, safety or peaceful enjoyment of the Housing Authority property by other residents.

Evictions are civil, not criminal, matters. In order to terminate a lease and evict a tenant, a criminal conviction or arrest is not necessary, and the Housing Authority need not meet the criminal standard of proof beyond a reasonable doubt in eviction proceedings. Criminal activity is cause for eviction even in the absence of conviction or arrest. Tenants have an obligation to assure that neither they nor any member of their household or guest or other person under their control will engage in prohibited drug-related or other criminal activities. Marijuana, including medical marijuana, is illegal under federal law. The use, possession or distribution of marijuana, in any amount and without regard to the use for which it is intended, is prohibited and cause for eviction.

The State of MD has promulgated laws known as the “Good Samaritan Act” protecting people seeking help for victims who overdose on drugs or alcohol from criminal prosecution under specific circumstances. Notwithstanding the fact that certain protections from criminal prosecution exist, activity involving the use of illegal drugs is a violation of the lease for which a tenant can be evicted.

The use, possession, or distribution of paraphernalia used to ingest controlled dangerous substances (CDS) is also a violation of the lease which can lead to termination.

To protect the safety and security of public housing, the Housing Authority will consider the effects of alcohol abuse by residents in the public housing communities. If the Authority determines that a person’s abuse or pattern of abuse of alcohol may interfere with the health, safety, or right to peaceful enjoyment of the Housing Authority property by other residents the Authority will proceed with eviction procedures. The Housing Authority will handle these cases on an individualized basis and will exercise reasonable discretion in light of all of the relevant circumstances.

Persons on the Housing Authority property that are involved in drug-related or other criminal activities or any activities that create an atmosphere that may interfere with the health, safety, or right to peaceful enjoyment of the residents will be issued a No Trespassing Letter and/or charges will be brought against them in Washington County District Court.

Comprehensive background checks will be conducted on all applicants that include screening for drug-related and any criminal activity. Police and court records will be reviewed along with credit and payment histories, and landlord references, and checking with probation officers, parole officers, and local social service providers. Screening will be conducted on all appropriate members of the applicant household. Applicants that do not pass the screening process and pose a threat to the life, health, safety, or peaceful enjoyment of residents will be considered ineligible for housing with the Housing Authority. Each applicant will be considered on a case by case basis taking into account the extent of criminal activity and any additional factors that might suggest a likelihood of favorable conduct in the future.

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Exhibit B

COMMUNITY SERVICE AND SELF-SUFFICIENCY

Community service offers public housing Tenants an opportunity to contribute to the communities that support them.

(24 CFR 960.601-960.609) (Section 512 of the 1998 Act Amending Section 12 of the 1937 Act)

I. GENERAL: (960.603)

Service requirement – In order to be eligible for continued occupancy, except for any family member who is an exempt individual, each adult (an adult is a person eighteen 18 years or older) family member must either:

- A. contribute eight (8) hours per month of community service (not including political activities) within the community in which the public housing community is located, or
- B. participate in an economic self-sufficiency program unless they are exempt from this requirement or
- C. Perform 8 hours per month of combined activities as described in paragraphs (1) and (2)

Family violation of service requirement. The lease shall be renewed automatically for all purposes, unless the family fails to comply with the service requirement. Violation of the service requirement is grounds for nonrenewal of the lease at the end of the twelve (12) month lease term, but not for termination of tenancy during the course of the twelve (12) month lease term.

II. EXEMPTIONS:

The following adult members of Tenant families are exempt from this requirement.

Family members who are sixty-two (62) or older

Family members who are blind or disabled

Family members who are the primary care giver for someone who is blind or disabled

Family members engaged in work activities

Family members who are exempt from work activity under part A title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work and who are in compliance with that program

Family members who are employed at least thirty (30) hours per week at minimum wage, including wages, tips or other compensation

III. NOTIFICATION OF THE REQUIREMENT (960.605)

- A. All adult family members who are not exempt from the community service requirement shall be identified by the Housing Authority.
- B. All such family members shall be notified of the community service requirement and of the categories of individuals who are exempt from the requirement. The notification will provide the opportunity for family members to claim and explain an exempt status. The Housing Authority shall verify such claims.
- C. The notification will advise families that their community service obligation will begin upon the effective date of their first annual reexamination. For families paying a flat rent, the obligation begins on the date their annual reexamination would have been effective had an annual reexamination taken place. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy at the time of any subsequent annual reexamination.

IV. VOLUNTEER OPPORTUNITIES

- A. Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance Tenant self-sufficiency, and/or increase the self-responsibility of the Tenant within the community.
- B. An economic self-sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work for participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency, work fair, financial or household management, apprenticeship, and any program necessary to ready a participant to work (such as substance abuse or mental health treatment).
- C. The Hagerstown Housing Authority will coordinate with social service agencies, local schools, and the Human Resources Office in identifying a list of volunteer community service positions.

V. THE PROCESS

At the first annual reexamination on or after October1, 1999, and each annual reexamination thereafter, the Hagerstown Housing Authority will do the following:

Provide a list of volunteer opportunities to the family members

Provide information about obtaining suitable volunteer positions.

Provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work.

Third-party certification. A family member who is required to fulfill a service requirement must provide signed certification to the Housing Authority by the organization that the family member has performed those qualifying activities.

VI. NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT

The Housing Authority will notify any family found to be in noncompliance of the following:

- A. The family member(s) has been determined to be in noncompliance;
- B. That the determination is subject to the grievance procedure; and
- C. That, unless the family member(s) enter into an agreement to comply, the lease will not be renewed or will be terminated;

VII. OPPORTUNITY FOR CURE

The Housing Authority will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the lease. The agreement shall state that the family member(s) agrees to contribute to community service for as many hours as needed to comply with the requirement over the past twelve (12) month period. The cure shall occur over the twelve (12) month period beginning with the date of the agreement and the Tenant shall at the same time stay current with that year's community service requirement. The first hours a Tenant earns goes toward the current commitment until the current year's commitment is fulfilled.

VIII. COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENTS

Tenants who are required to report under the Community Service Requirements must return the "Volunteer Hours Verification" form monthly to the Housing Authority Central Office.

IX. COMMUNITY SERVICE – FAMILY SELF-SUFFICIENCY

Tenants must be current with Community Service hours to participate in the Family Self-Sufficiency Program.

X. UNFULFILLED COMMUNITY SERVICE – APPLICANTS

Applicants for Public Housing who are in arrears for Community Service hours from a prior tenancy with any housing authority will be required to complete those hours within twelve (12) months of re-admittance.

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Exhibit C

TRANSFER POLICY

I. GENERAL POLICY

Transfers shall be made without regard to race, color, religion, sex, familial status, or national origin in accordance with federal fair housing and equal opportunity laws.

Refusal of an offer of transfer will result in removal from the transfer list for voluntary transfers, with the opportunity to reapply after a six (6) month period from date of refusal. The Tenant will not be entitled to grievance rights.

Refusal of transfer at the request of the Housing Authority may result in termination of the lease. The Tenant will be entitled to grievance rights.

Tenants shall bear their own moving costs associated with transfers. An exception may be made for the cost of displacement of Tenants due to demolition, sale or acquisition, or rehabilitation of a Unit. These costs are hereinafter collectively referred to as “displacement costs.” Payment of any displacement costs by the Tenant or the Housing Authority will be determined by the Executive Director or Director of Housing in accordance with 49 CFR Part 24 The Uniform Relocation Act; HUD Handbook 1378 CHG-4 “Tenant Assistance Relocation and Real Property Acquisition”, in addition to Federal and State laws.

Another exception would be if a Tenant is transferred as a reasonable accommodation request or if the vacant Unit is offered to a current Tenant of the same community that required the accessibility features of the accessible Unit and who is currently occupying a Unit not having accessible features. The Housing Authority must pay moving expenses to transfer a Tenant with a disability to an accessible Unit as an accommodation for the Tenant’s disability.

If a Tenant is or becomes eligible for a different type or size of dwelling Unit and an appropriate dwelling Unit becomes available the Tenant shall be given five (5) days to move.

II. REASONS FOR TRANSFER

Over-housed - A Tenant is considered to be “over-housed” when the family occupies a Unit with more bedrooms than are necessary to properly accommodate the family in accordance with the Housing Authority Occupancy Standards. The over-housed Tenants must transfer to a Unit with the proper number of bedrooms when notified by the Housing Authority that their Unit is needed and a Unit of the proper size is available.

Under-housed – A Tenant is considered to be “under-housed” when the family occupies a Unit that has: a) more than two persons per bedroom; b) two (2) persons of different generations in the same bedroom; c) unrelated adults who are not co-habitants in same bedroom; d) children (except infants under age one [1]) sharing a bedroom with an adult; e) children of opposite sex in same bedroom, except for infants up to age two (2); and f) children of the same sex with at least five (5) years age difference. Tenant must transfer to a Unit with the proper number of bedrooms when notified by the Housing Authority that a Unit of the proper size is available.

Reasonable Accommodation - In accordance with Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; Section 109 of Title I of the Housing and Community Development Act of 1974; and Title II of the Americans with Disabilities Act of 1990 the Housing Authority will provide reasonable accommodations to individuals with disabilities (a physical or mental impairment that substantially limits one or more major life activities) to the maximum extent feasible. Such accommodations include transferring a Tenant from one Unit to another Unit within a community, between communities or to assist a Tenant in locating an accessible Unit on the private market under the Section 8 Program.

Requests for a reasonable accommodation shall be reviewed on a case-by-case basis, but shall not require the Housing Authority to: 1) take any action that would result in a fundamental alteration in the nature of its program or activity or incur undue financial or administrative burden, or 2) make structural changes in existing housing facilities where other methods are effective in achieving compliance with federal, state, and local regulations. Requests shall be made to the Director of Housing. Tenant may be required to provide appropriate verification of disability from a qualified third-party professional, such as a primary care physician. Only the Executive Director or Director of Housing may approve transfers for reasonable accommodation.

Accessibility – In compliance with Section 504 Regulations, if a transfer is requested by a Tenant because a member of the family has a mobility or other impairment, the Housing Authority shall have the choice to modify the Tenant’s existing Unit or transfer the Tenant to another Unit with the features required upon availability. A non-disabled Tenant in a Unit with special features must transfer to a Unit without such features should a Tenant or applicant with disabilities needs the Unit. If a non-disabled Tenant is notified by the Housing Authority that their Unit is required for a person with a disability the Housing Authority will pay moving expenses related to transferring that Tenant to another Unit.

Hate Crimes - Tenant may request to move if any one or more of Tenant’s family members have been a victim of one or more hate crimes (as described below), and Tenant’s fear of such crime has destroyed the family’s peaceful enjoyment of the Unit. The hate crime must have occurred recently or be of a continuing nature. The Hate Crime will be verified by the Housing Authority using third-party documentation from law enforcement agency or other appropriate agency, as determined by the Housing Authority.

A hate crime is defined as actual or threatened physical violence or intimidation that is directed against a person or his or her property, and that is based on a person’s race, color, religion, gender, sexual orientation, national origin, disability, or familial status.

Safety Moves – Tenant may request to move for the safety of a household member who is a witness to a crime and may face reprisals or who is subject to attack by persons engaged in criminal activity or who has been determined by a court to be a victim of domestic violence. A move requested for these reasons must be substantiated by appropriate documentation, such as a threat assessment or safety plan, by a law enforcement agency or other appropriate agency, as determined by the Housing Authority.

Live Near Work/Transportation – Tenant may request a transfer to be closer to work or to public transportation to alleviate a work-related transportation problem. Tenant must be able to verify that the Tenant or a household member has been at their present job for one year prior to transfer request.

Unit Rehabilitation or Tenant Displacement – A Tenant is required to move by Housing Authority because of displacement associated with demolition, sale or acquisition, or

rehabilitation of a Unit. A Unit is in need of rehabilitation if it is in need of repairs to correct defects hazardous to life, health, or safety; or rehabilitation or repairs are deemed necessary by the Housing Authority and cannot be performed with the Tenant residing in the Unit.

Elderly Unit to Family Unit – Single Tenant under age sixty-two (62) living in a building designed for elderly Tenants or persons with disabilities can request to be transferred to a one-bedroom family community Unit.

Family Unit to Elderly Unit – A single elderly or elderly couple in a family community may request to be transferred to a Unit in a community designed for elderly Tenants or persons with disabilities.

Elderly Tenant in Efficiency to One Bedroom – To encourage occupancy of efficiency Units elderly single persons living in efficiency apartments may request to be placed on a transfer list for a one bedroom.

Deconcentration – Tenant may request, or the Housing Authority may initiate a transfer to correct or avoid concentration of the most economically and/or socially disadvantaged families.

III. CONDITIONS FOR TENANT REQUESTED TRANSFERS

In all cases of Tenant-requested transfers, Tenants will be considered eligible for transfer based on the following conditions; a) All rent and other charges are paid up-to-date and the Tenant is current on any repayment agreement; b) Tenant is in good standing with the lease [To be in good standing, the Tenant must have no more than a total of three lease violations, regardless of the severity of the lease violation, within twelve (12) month prior to Tenant requesting a transfer. At the time of the offer of the Unit to a Tenant, the Tenant must have remained in good standing and have not had any additional lease violations]; c) Tenant's current Unit must pass transfer inspection; d) Tenant must be in compliance with community service requirements.

A Tenant who is determined ineligible for a transfer may reapply after three (3) months and must meet all eligibility requirements. These conditions may be waived by the Executive Director or designee for Housing Authority initiated transfers (for example, a single person is living alone in a three (3) bedroom Unit who does not want to move but is being required to move by the Housing Authority).

IV. SELECTION CRITERIA

To keep vacancy days to an acceptable level as required by the Public Housing Assessment System (PHAS), up to four (4) transfers may be made per month as follows:

Priority 1 Transfers - Take precedence over new admissions and over Priority 2 Transfers

- A. Tenant is required to move by Housing Authority due to Unit rehabilitation or Tenant displacement.
- B. Tenant or applicant requests an accessible Unit with special handicap features. Selection shall be made in the following order: 1) current Tenant of a Housing Authority Unit who meets the requirements for an accessible Unit; 2) eligible qualified applicants on waiting list needing an accessible Unit. [If no person with disabilities is available who needs an accessible Unit, the Housing Authority may offer the Unit, on a non-priority basis, to an applicant not needing an

accessible Unit. Except in extraordinary circumstances, it is not the intention of this policy for a Tenant who is not in need of an accessible Unit to transfer to an accessible Unit through a Tenant initiated transfer. An applicant not in need of an accessible Unit that moves into an accessible Unit will be advised that he/she will be required to move if a disabled applicant or current Tenant requires the accessibility features of the Unit.]

- C. Tenant who requires a transfer due to a Reasonable Accommodation as determined by Housing Authority.
- D. Tenant who is a victim of a verified Hate Crime. (as defined in section 16.2 of the ACOP)
- E. Tenant who requests to be transferred as a Safety Move. (as defined in section 16.2 of the ACOP)

Priority 2 Transfers

Depending on the number of Priority 1 transfers in any given month, and the number of vacancy days, the Housing Authority has the discretion to process Priority 2 Transfers or to select applicant from the wait list to fill vacant Units.

Two transfers from efficiency to one-bedroom Units may be made per month starting with oldest move-in date.

[All single, elderly applicants who are not users of wheelchairs or any other mobility device, or not in need of stationary oxygen tank that creates a space limitation, will be assigned an efficiency apartment. Any applicant who has taken possession of an efficiency apartment and would like to be placed on the transfer list for a one bedroom may do so at time of move-in or thereafter.]

Transfers from efficiency apartments to one-bedroom apartments will be made when:

- A. No couples are on the waiting list or in need of transfer.
- B. No persons are on the wait list (or existing Tenants) who are using a wheelchair, a walker or other mobility device, a stationary oxygen tank, or in need of special features only available in handicap Units.
- C. No Tenant with a documented medical reason is in need of a one-bedroom Unit.

Two transfers from the following other categories may take place per month in the following order of priority:

- A. Tenant is under housed. Priority is given to the most under-housed residing in the under-housed situation the longest (except that Tenant who is over-housed may be moved first to make Unit available to the under-housed family)
- B. Tenants who are over-housed. Priority is given to the most over-housed residing in the over-housed situation the longest (this may be waived by management to avoid a vacancy problem and to maintain full occupancy).

- A. Live near work or public transportation to alleviate a work-related transportation problem
- D. Tenant requested moves associated with the deconcentration of economically and socially disadvantaged families.
- E. All other Tenant requested transfers.

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Exhibit D

TERMINATIONS

I. TERMINATION BY TENANT

The Tenant may terminate the lease at any time upon submitting a thirty (30) day written notice. If the Tenant vacates prior to the end of the thirty (30) days, they will be responsible for rent through the end of the notice period or until the Unit is re-rented, whichever occurs first.

II. TERMINATION BY THE LANDLORD

Landlord shall not terminate or refuse to renew this lease other than for serious or repeated violations of material terms of this lease, such as, but not limited to:

- A. Violation of any Tenant Obligation as outlined in the Public Housing Dwelling Lease.
- B. Violation of any HUD regulations or violation of any Housing Authority Policies contained in this Lease or the ACOP by reference, as determined by Landlord based on the seriousness of the offense or offenses.
- C. Failure to pay rent and other charges when due and repeated late payment of rent, which shall be defined as failure to pay rent before the issuance of the *Notice to Tenant of Non-Payment of Rent*.
- D. During any twelve (12) month period, if the Tenant has three (3) Judgments of Possession entered against the Tenant for failure to pay rent, the Housing Authority, as part of the fourth (4th) proceeding for non-payment of rent filed during that same twelve (12) month period, will request the Foreclosure of the Right of Redemption. If this fourth (4th) Judgment of Possession is granted, the Tenant will be evicted regardless of whether the Tenant pays the rent prior to the scheduled set-out.
- E. Repeated late payment of a Repayment Agreement, which is defined as failure to make payment prior to the issuance of the *Notice of Late Payment of Repayment Agreement*.
- F. Misrepresentation to Landlord of family income, assets, or composition and failure to report increases in income within fourteen (14) calendar days as required by Interim Policy set forth in ACOP.
- G. Failure to supply, when required by Landlord, any certification, release of information, or documentation on family income or composition needed to process annual reexaminations or interim determinations.
- H. Possession of illegal firearms, weapons (as defined by Maryland State Law) or illegal drugs seized in an Authority Unit by a law enforcement officer.
- I. Any fire on Housing Authority property caused by Tenant's negligence, household members or guests' actions or neglect.

- J. Repeated failure to attend scheduled appointments for reexaminations, special certifications, appointments for lease violations, or any other appointment required by Landlord to determine continued eligibility in accordance with ACOP.
- K. Repeated incidents of denying access for any type of inspection or failing to prepare for extermination. Repeated incidents means more than two (2) times per twelve (12) consecutive months. Denying access and failing to prepare for extermination include but are not limited to cluttered rooms, poor housekeeping, unruly pets and latched doors.
- L. Violation of any provisions of this lease resulting in a material Breach of Lease as determined by Landlord based on the seriousness of the offense or offenses, which may include one violation or the combination of one or more violations of the Tenant Obligations.

III. ABANDONMENT POLICY

Upon the abandonment of the Dwelling Unit, the Tenant appoints Landlord and/or Landlord's employees, as Tenant's agent, to remove all personal property of whatever nature, including furniture and equipment left in or about the Dwelling Unit. Landlord shall inventory the property of the abandoned Dwelling Unit prior to removal and shall have the making of the inventory witnessed. The Tenant hereby further appoints Landlord and/or Landlord's employees, as Tenant's agent(s), to hold the said property for a period of thirty (30) calendar days, and, if not claimed by the Tenant within such time, after the Tenant has abandoned the Dwelling Unit, then Landlord is hereby authorized to donate said property to a charitable institution or otherwise dispose of said property.

IV. FORECLOSURE OF RIGHT OF REDEMPTION

The Housing Authority will request the Court to foreclose the right of redemption on any Tenant against whom the Housing Authority has received three (3) judgments for non-payment of rent in a twelve (12) month period. This means that if the Housing Authority files an action for non-payment within this same twelve (12) month period and later receives a judgment, the Tenant will be evicted as a result of the fourth (4th) judgment.

V. EVICTION SET OUT PROCEDURE

The Housing representative and the Maintenance Department will meet the court representative at the scheduled eviction set out procedure. The court representative must be present for the Housing Authority to begin the set out. The Tenant may pay the rent up to the time the Housing Authority arrives to do the set out unless the court has ordered No Right of Redemption or the eviction is for breach of lease or tenant holding over action. If No Right of Redemption or a judgment of possession in a breach of lease action or tenant holding over action is ordered, the eviction will continue regardless of payment. Housing Authority staff will not wait for money or receipts. If tenant is eligible to pay rent to redeem the property but does not have money (cash or money order) or a receipt the set out will begin.

All items will be set out, except food, glass, knives, medicines and flammable substances. Tenants may obtain those items within twenty-four (24) hours by contacting the Maintenance Department. Items not claimed will be taken to county landfill following the twenty-four (24) hour period.

Items will be set on the public curb for twenty-four (24) hours, at which time, what is remaining will be taken to the County landfill.

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Exhibit E

GRIEVANCE PROCEDURES

I. APPLICABILITY (24 CFR 966.51)

- A. This Grievance Procedure shall be applicable to all individual grievances as defined below between the Tenant and the Housing Authority.
- B. Because of Tenant's right to a hearing under elements of due process in District Court, prior to eviction, the Housing Authority will exclude from its administrative grievance procedure any grievance concerning an eviction or termination of tenancy that involves:
 - 1. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the Housing Authority property by other Tenants or employees, staff or contractor of the Housing Authority, or
 - 2. Any violent or drug-related activity on or off the Housing Authority property or
 - 3. Any criminal activity that results in a felony conviction of a household member.
- C. This Grievance Procedure shall not be applicable to disputes between Tenants not involving the Housing Authority or to class grievances.
- D. This Grievance Procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of Tenants and the Housing Authority Board of Commissioners.

II. REQUIREMENTS (24 CFR 966.52)

- A. This Grievance Procedure is incorporated by reference in all Tenant dwelling leases and will be furnished to each Tenant and all Tenant organizations.
- B. Any changes proposed in this Grievance Procedure must provide for at least thirty (30) days notice to Tenants and Tenant organizations, setting forth the proposed changes and providing an opportunity to present written comments. The Housing Authority shall consider comments submitted before any revisions are made to the Grievance Procedure.

III. DEFINITIONS (24 CFR 966.53)

- A. **Grievance (or Complaint)** shall mean any dispute which a Tenant may have with respect to the Housing Authority's action or failure to act in accordance with the Tenant's lease or Housing Authority policies as set forth in the ACOP which adversely affect the individual Tenant's rights, duties, welfare or status.
- B. **Complainant** shall mean any Tenant whose grievance is presented to the Housing Authority.
- C. **Elements of Due Process** shall mean an eviction action or a termination of tenancy in Court in which the following procedural safeguards are required:

1. Adequate notice to the Tenant of the grounds for terminating the tenancy and for eviction;
 2. Right of the Tenant to be represented by counsel;
 3. Opportunity for the Tenant to refute the evidence presented by the Housing Authority including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the Tenant may have; and
 4. A decision on the merits.
- D. **Hearing Officer** shall be an impartial person appointed by the Housing Authority, other than a person who made or approved the Housing Authority action under review, or a subordinate of that person.
- E. **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 Housing 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 Tenant family residing in the dwelling Unit.
- F. **Tenant organization** includes a Tenant management corporation.

IV. **INFORMAL SETTLEMENT OF GRIEVANCE (24 CFR 966.54)**

Any grievance shall be personally presented, either in writing or orally, to the Housing Authority's Central Office at 35 West Baltimore Street, Hagerstown, Maryland, so that an informal conference can be scheduled. The goal of the informal conference is to attempt to resolve the grievance without a formal grievance hearing. The procedures governing the Grievance Hearings (Paragraph VI) do not apply to the informal conferences.

- A. Administrative Grievances are all grievances that relate to non-Maintenance Department issues.
1. Requests for an informal conference to resolve an Administrative Grievances must be requested, either orally or in writing within ten (10) days after the date of occurrence giving rise to the grievance. These requests must be made to the Central Office.
 2. The last date to request an informal conference will be stated on the Notice of Lease Termination or other Authority notice sent to the Tenant.
 3. The Deputy Director or the Deputy Director's designee will conduct informal conferences.
- B. Maintenance Grievances are those grievances that arise out of actions or charges from the maintenance operations of the Housing Authority.
1. Requests for an informal conference to resolve a Maintenance Grievance must be requested, either orally or in writing within ten (10) days after the date of occurrence giving rise to the grievance. These requests must be made to the Maintenance Department.
 2. The last date to request an informal conference will be ten (10) days from the date noted in the lower right-hand corner of the work order.
 - a) Within seven (7) days of receipt of the request being forwarded to the Maintenance Department, the Maintenance Department will mail to the Tenant a "Request for Informal Conference Form." This form will note the date that the form was mailed.

- b) The Tenant must complete the appropriate sections of the form and return the form to the Maintenance Department within ten (10) days of the date noted on the form.
- 3. The Deputy Director or the Deputy Director's designee will conduct informal conferences.
- C. The Informal Conference – the complainant will present the grievance. The complainant and the Deputy Director (or Designee conducting the conference) will discuss the matter and attempt to resolve the grievance to the satisfaction of both parties.
- D. Summary of Informal Conference – The Housing Authority will prepare a summary of the discussions held in the informal conference. The summary will state the names of the participants, the dates of the informal conference, the nature of the proposed disposition or resolution of the complaint and the specific reasons for the decision, and shall specify the procedures for the complainant to obtain a Grievance Hearing if the complainant is not satisfied by the proposed disposition or resolution of the grievance. One (1) copy of the summary shall be given to the complainant/Tenant and one (1) copy retained in the Housing Authority's Tenant file.

V. PROCEDURE FOR OBTAINING A GRIEVANCE HEARING (24 CFR 966.55)

- A. Request for Hearing. If the complainant is not satisfied with the results of the informal conference, the complainant shall submit a written request for a grievance hearing to the Housing Authority's Central Office no later than ten (10) days from the date set forth on the summary from the informal conference. The written request shall specify:
 - 1. the reasons for the grievance; and,
 - 2. the action or relief sought.
- B. Hearing Officer. Selection of the Hearing Officer shall be made by the Executive Director.
- C. Failure to Request a Grievance Hearing. If the complainant does not request a Grievance Hearing as specified in the Grievance Procedure, then the Housing Authority's disposition of the grievance at the Informal Conference shall become final. The complainant's failure to request a Grievance Hearing does not waive their right to contest the Housing Authority's disposition of the grievance or the matter which gave rise to the grievance in a judicial proceeding.
- D. Hearing Prerequisite. All grievances shall be personally presented either in writing or orally in accordance with the procedures for informal conferences set forth in the Informal Settlement of Grievance section as a prerequisite to a Grievance Hearing., If however, the complainant shows good cause to the Hearing Officer why he or she failed to proceed in accordance with procedures for informal conference, the provisions of this subsection may be waived by the Hearing Officer.
- E. Escrow Deposit. Before a Grievance Hearing is scheduled in any grievance involving the amount of rent (including excess utilities and late fees) that the Housing Authority claims is due, the complainant must pay an escrow deposit to the Housing Authority. When the Tenant is required to make an escrow deposit, the amount of the escrow deposit is the amount of the rent (including excess utilities and late fees) the Housing Authority states is due and payable as of the first day of the month preceding the month in which the Tenant or the Tenant's family's act or failure to act took place. After the first escrow deposit, the

Tenant or the Tenant's family must deposit the same amount monthly until the Tenant's complaint is resolved by the decision of the Housing Authority. All escrow deposits must be made at the Central Office. The Housing Authority's bank is not authorized to accept escrow deposits.

1. The Housing Authority will waive the requirement for an escrow deposit where required by 24 CFR 5.630 (financial hardship exemption from minimum rent requirement) or 24 CFR 5.615 (effect of welfare benefits reduction in calculation of family income).
 2. If the Housing Authority does not waive the requirement for an escrow deposit, the Tenant's failure to make the escrow deposit will terminate the grievance procedure. The Tenant's failure to make the escrow deposit does not waive the Tenant's right to contest the matter that gave rise to the grievance in a judicial proceeding.
- E. Scheduling of Hearings. If the complainant complies with the requirements of this section the Hearing Officer will promptly schedule a Grievance Hearing. The Hearing Officer will attempt to schedule the Grievance Hearing for a time and place reasonably convenient to both the complainant and the Housing Authority. A written notification, specifying the time, place and procedures governing the hearing shall be sent to the complainant and the appropriate Housing Authority official.

IV. PROCEDURE GOVERNING THE GRIEVANCE HEARING (24 CFR 966.56)

- A. The hearing shall be conducted by the Hearing Officer.
- B. The Tenant has the right to a fair hearing:
 1. The Housing Authority shall provide the Tenant a reasonable opportunity to examine, at the Tenant's request, before an Authority grievance hearing or court trial concerning a termination of tenancy or eviction, any documents, including records and regulations if so requested, which are in the possession of the Housing Authority, and which are directly relevant to the termination of tenancy or eviction. The Tenant shall be allowed to copy any such documents at the Tenant's expense. If the Housing Authority does not make documents available for examination upon request by the Tenant, the Housing Authority may not rely on such documentation at the grievance hearing.
 2. The Tenant has the right to be represented by counsel or other person chosen as the Tenant's representative, and to have such person make statements on the Tenant's behalf;
 3. The Tenant has the right to a private hearing unless the complainant requests a public hearing;
 4. The Tenant has the right to present evidence and arguments in support of Tenant's complaint, to controvert evidence relied on by the Housing Authority or management, and to confront and cross-examine all witnesses upon whose testimony or information the Housing Authority or management relies; and
 5. The Tenant has a right to a decision based solely and exclusively upon the facts and information presented at the hearing.
- C. The Hearing Officer may render a decision without conducting a hearing if the Hearing Officer determines that a decision was made at a previously held Grievance Hearing.

- D. If the complainant or the Housing Authority fails to appear at a scheduled hearing, the Hearing Officer may make a determination to postpone the hearing, for a period not to exceed five (5) working days, or may make a determination that the party failing to appear has waived the right to a Grievance Hearing. Both the complainant and the Housing Authority shall be notified of the determination by the Hearing Officer within five (5) days, provided that a determination that the complainant has waived the right to a hearing shall not constitute a waiver of any right the complainant may have to contest the Housing Authority's disposition of the grievance in an appropriate judicial proceeding.
- E. At the hearing, the complainant must first demonstrate that he or she is entitled to the relief sought. The Housing Authority must then show how the Tenant failed to act in accordance with the terms of the Lease or the Housing Authority's rules, policies or procedures and that the Housing Authority's action is justified.
- F. The hearing shall be conducted informally by the Hearing Officer and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceeding. The Hearing Officer shall require the Housing Authority, the complainant, counsel and other participant spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer to maintain order at the hearing may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and the granting or denial of the relief sought, as appropriate.
- G. The complainant or the Housing Authority may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.
- H. The Housing Authority must provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations, or attendants. If the Tenant is visually impaired, any notice to the Tenant, which is required in these procedures, must be in an accessible format.

VII. DECISION OF THE HEARING OFFICER (24 CFR 966.57)

- A. The Hearing Officer shall prepare a written decision, together with the reasons for the decision, within ten (10) days after the hearing. A copy of the decision must be forwarded to the Tenant and the Housing Authority must keep a copy of the decision in the Tenant file. A copy of the decision, with all names and identifying references deleted, shall also be maintained on file by the Housing Authority and made available for inspection by prospective complainants, their representative or the Hearing Officer.
- B. The decision of the Hearing Officer shall be binding on the Housing Authority which shall take all actions, or refrain from any actions necessary to carry out the decision, unless the Housing Authority's Board of Commissioners determines, within twenty-five (25) working days and promptly notifies the complainant of its determination that:
 - 1. The grievance does not concern Housing Authority action or failure to act regarding the lease or Housing Authority regulations, rules, or policies which adversely affect the Tenant's rights, duties, welfare, or status; or

2. The decision of the Hearing Officer is contrary to applicable Federal, State or Local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and the Housing Authority.
- C. A decision by the Hearing Officer or Board of Commissioners in favor of the Housing 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 manner whatever, any rights the complainant may have to a trial *de novo* or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

Exhibit F

PET OWNERSHIP POLICY

I. ASSISTIVE ANIMALS

Assistive or Support Animals are not pets and are not required to be in compliance with the Pet Ownership Policy, therefore, the following provisions do not apply to an Assistive/Support Animals. In addition, EXHIBIT (F) Pet Policy of the PUBLIC HOUSING DWELLING LEASE – PART II does not apply to any Assistive/Support Animal in a Tenant’s Unit (except for those provisions listed in the assistive animal policy in the ACOP). Additional information pertaining to Assistive/Support Animals can be found in the “REASONABLE ACCOMMODATION POLICY” (section 2.0). If a Tenant has an Assistive/Support Animal and an approved pet, the pet policy applies to the pet.

II. INTRODUCTION.

- A. Tenants of the Hagerstown Housing Authority may own pets that are present at the Tenant’s dwelling Unit ONLY in accordance with this policy.
- B. This policy does not apply to animals that are used to assist persons with disabilities (Assistive/Support Animals (except for those provisions listed in the assistive animal policy in the ACOP). Because animals trained and actually used to assist a person with a disability are not considered pets, a person with a disability who uses an Assistive/Support Animal is entitled to pet ownership of another dog or of a cat in accordance with the terms of this policy.
- C. All pets are considered owned by the head of household of the Unit and that head of household is responsible for complying with the Pet Ownership Policy of the Housing Authority. The term "head of household" includes the terms “Tenant” and “pet owner” when used in this policy.
- D. The Housing Authority may decline to approve a particular pet or to authorize a Tenant to own and maintain a pet. The Housing Authority may suspend or revoke the approval or authorization to own and maintain a pet if the Tenant fails to comply with the terms of this policy or, if the Housing Authority has just cause that a Tenant should not be permitted to own and maintain a pet.

III. PERMITTED PETS: DOMESTIC CATS AND DOMESTIC DOGS – this provision applies only to domestic cats and dogs. The term animal or pet as used in the Pet Ownership Policy refers to either a domestic cat or dog. Tenants may, provided they adhere to the requirements of this policy, own birds and fish in addition to a domestic cat or a domestic dog.

- 1. Only one (1) domestic cat or one (1) domestic dog shall be owned and housed in a Unit. The animal must be a house pet and shall only be housed inside the Unit.
- 2. No animal shall be permitted at the Tenant’s Unit or on the Housing Authority property until it has been approved and authorized by the Housing Authority. The Tenant must obtain Housing Authority approval of the animal prior to bringing the

animal into the Unit or onto Housing Authority property. The following requirements must be met in order for an animal to be considered for approval:

a) An application for pet approval, provided by the Housing Authority, must be completed and submitted to the Central Office located at 35 West Baltimore Street, Hagerstown, Maryland. An actual photograph of the animal must be attached to the application form.

b) All female cats and dogs six (6) months of age or older shall be spayed and all male cats and dogs six (6) months of age or older shall be neutered. In the case of an animal six (6) months of age or older, documentation of spay/neuter shall be submitted to the Central Office prior to the animal being approved. For animals under the age of (6) months, tentative approval may be given with the requirement that the Tenant provide documentation of spay/neuter by the time the animal attains six (6) months of age. Any animal tentatively approved under this subparagraph shall lose its approval if the required documentation is not received by the required date.

c) Dogs are limited to those with a maximum mature height of twenty (20) inches (to the shoulder) and a maximum mature weight of twenty-five (25) pounds. A certification from Veterinarian is required. A form will be provided to Tenants for the Veterinarian to complete.

d) Dogs and cats must be licensed in accordance with applicable State and local laws and regulations. Dogs and cats must have all immunizations required by applicable State and local laws and regulations. Documentation of licensing and immunizations must be provided to the Central Office. Tenants are required to provide updated proof of licensing and immunizations at the time of the Tenant's annual reexamination/recertification and at such other times as may be reasonably requested by the Housing Authority.

e.) Animals considered vicious or aggressive will NOT be approved. A certification from a Veterinarian is required. A form will be provided to Tenants for the Veterinarian to complete. An animal that is considered vicious or aggressive is:

- (1) any animal that constitutes a physical threat to human beings or other animals; or
- (2) any animal that, due to its disposition or demonstrated behavior, could reasonably cause injury to human beings or other animals; or
- (3) any animal that has bitten or attacked a human being or another animal.

f) Tenants must submit a statement regarding the owner's arrangement for removal of the dog or cat from their Unit in the event of the owner's confinement, absence or death. A form will be provided for the Tenant to complete. Tenants are required to provide an updated statement at the time of the Tenant's annual reexamination/recertification and at such other times as may be reasonably requested by the Housing Authority.

3. Tenants are required to pay an additional security deposit and a non-refundable monthly fee.

a) Pet Security Deposit. Payment of an additional security deposit, known as a Pet Security Deposit, shall be paid to the Hagerstown Housing Authority for a dog or a cat housed in a Unit. This Pet Security Deposit shall be paid to the Housing Authority after approval has been given by the Housing Authority for the requested animal and prior to the animal being authorized to be in the Unit. This Pet Security Deposit will be maintained in an escrow account by the Housing Authority and will be used to correct any damage to Authority property (inside and out) by the animal after the animal has vacated the dwelling Unit or the Tenant of that Unit has moved out, whichever occurs first.

(1) Tenants of Potomac Towers and Walnut Towers shall pay a Pet Security Deposit in the amount of One Hundred Fifty (\$150.00) for either a cat or a dog. Any Tenant of Potomac Towers or Walnut Towers who has previously paid a Pet Security Deposit in a lesser amount shall not be required to increase the amount of the Pet Security Deposit on a previously approved animal. Any Tenant of Potomac Towers or Walnut Towers who seeks approval of a different dog or cat shall be required to pay the difference between the amount of the balance of the original Pet Security Deposit and the Pet Security Deposit of One Hundred Fifty (\$150.00).

(2) Tenants of any Unit not in Potomac Towers or Walnut Towers shall pay a Pet Security Deposit in the amount of Three Hundred (\$300.00) for either a cat or a dog.

(3) If an animal has been removed from the Unit and the owner remains a Tenant, an inspection will be conducted to assess any damage. In the case of damage, work will be performed, billed and deducted from Pet Security Deposit prior to close out of this account. Any unused balance of the Pet Security Deposit will be returned after the inspection and necessary repairs have taken place. Damages exceeding the Pet Security Deposit will be billed to the Tenant.

(4) The Pet Security Deposit will not be used to offset the cost of repairs and maintenance to the Unit or Housing Authority property caused by the animal during a period when the animal is housed in the Unit. Tenants will be billed for these costs. The Pet Security Deposit will only be applied to work performed to repair damage caused by the animal once the animal has been permanently removed from the Unit.

(5) Under Maryland law, the following may apply to Pet Security Deposits

Bank Account. Within thirty (30) days after receipt, Landlord shall deposit the Pet Security Deposit in an interest-bearing account or shall hold the Pet Security Deposits in an insured certificate of deposit, in a federally insured Maryland bank or savings institution and that account shall be used solely for security deposits.

Return of Deposit. Unless the pet is removed from the Unit prior to the termination of the lease, within forty-five (45) days after the end of tenancy, Landlord shall return to the pet owner the Pet Security Deposit minus any amount which Landlord shall rightfully withhold for damages caused by the pet. Simple interest, at the same rate required by Maryland Law on residential security deposits in effect at the time the refund is due, will be paid on Pet Security Deposits and will accrue at six (6) month intervals from the day the Pet Security Deposit was given.

Withholding of Deposit. Upon the earlier of the termination of the lease or the removal of the pet, Landlord may withhold from the Pet Security Deposit to offset any damage to the property reasonably attributed to the pet. Tenant is required to give a minimum thirty (30) day written notice of the intent to vacate at the end of the initial twelve (12) month lease term. At move-out, if the Tenant notifies Landlord by certified mail of the Tenant's new address and date of moving, Tenant will have the right to be present when Landlord inspects the Dwelling Unit. The notice must be mailed at least fifteen (15) days prior to date of moving. Landlord will then notify Tenant by certified mail of the time and date of the inspection. The inspection will be conducted within five (5) days before or five (5) days after Tenant moves.

Notice to Tenant for Withholding Deposit. If Landlord withholds any part of the Pet Security Deposit, within forty-five (45) days after termination of the tenancy or removal of the pet, Landlord shall send by first class mail to Tenant's last known address, a written list of the damages claimed, and costs actually incurred.

Tenant Ejected or Evicted or Abandoning. Where Tenant has been evicted or ejected for breach of Lease, or has abandoned the dwelling Unit prior to termination of the Lease, the procedures for return of the Pet Security Deposit are as follows: a) within forty-five (45) days after leaving the dwelling Unit, Tenant shall send to Landlord, by first class mail a request for return of security deposit, and inform Landlord of Tenant's new address; b) within forty five (45) days of receipt of such notice, Landlord shall send to Tenant by first class mail a written list of the damages claimed together with a statement of the costs actually incurred and shall return to the Tenant the Pet Security Deposit with simple interest, paid at the same rate required by Maryland Law on Residential security deposits in effect at the time the refund is due. Interest is paid only on security deposits of Fifty (\$50.00) or more, accruing at six (6) month intervals from the day the Pet Security Deposit was given, less any damages rightfully withheld. If Landlord fails to send the list of damages required, the right to withhold any part of the Pet Security Deposit for damages is forfeited.

Landlord Liability. The failure of Landlord to comply with the Security Deposit Law may result in Landlord being liable to Tenant for a penalty of up to three (3) times the security deposit plus reasonable attorney's fees.

b) Non-Refundable Monthly Fee.

(1) A non-refundable Pet Fee of Ten (\$10.00) per month shall be charged to each Unit housing an approved dog or cat. This Pet Fee is intended to cover reasonable operating costs of the Housing Authority related to cats and dogs and will not be applied to damage caused by a specifically identified pet.

(2) **Notwithstanding the provisions of (a) above, by federal law,** any Tenants of Potomac Towers and Walnut Towers are **exempt from paying** the \$10.00 per month Pet Fee.

4. Upon approval of an animal by the Housing Authority, written authorization will be issued to the Tenant and will apply ONLY to that animal and ONLY to that Tenant. A Tenant must obtain approval and authorization for a new animal in that Tenant's Unit. A Tenant wishing to receive a previously approved and authorized animal owned by another Tenant must obtain approval and reauthorization for that animal.

5. The following rules apply:

a) Pet owners shall be responsible for any damage caused by an animal to any Housing Authority property, including any Unit (inside and outside) or Common Area. Damage outside of a Unit or in a Common Area includes, but is not limited to, all damage caused by a pet to any physical structure, furniture, equipment, shrub, grass, or plant on Housing Authority property.

b) Yards and balconies are considered part of a Unit – the Tenant shall insure that feces are removed immediately and disposed of in properly sealed containers.

c) Yards must be maintained in an acceptable manner – the Tenant shall insure that no holes or bare spots due to an animal's use of this space.

d) If during an inspection of a Unit:

(1) an animal odor is present; it will be documented on the inspection report. The Tenant shall be required to correct problem and a follow up inspection will be conducted; if Housing Authority personnel or a contractor is required to eliminate the odor, the Tenant shall be responsible for the cost of fumigation or other corrective action.

(2) the presence of fleas is detected in the Unit; it will be documented on the inspection report and the Tenant shall be responsible for the cost of exterminating the Unit and any other affected Unit.

(3) any pet damage to the Unit (inside or out) observed will be documented on the inspection report and the Tenant will be responsible for the cost of repairs.

- e) When an animal is not inside the Unit, the animal must remain on a leash at all times, including when in a fenced yard. All Tenants must also comply with the City of Hagerstown's leash laws and any other ordinances or laws of the City of Hagerstown, Washington County and the State of Maryland that pertain to the keeping and treatment of pets.
- f) Animals shall not be left outside unattended, even when on a leash. Animals shall not be chained or tethered outside unless a Tenant of the Unit accompanies the animal.
- g) There shall be no structure (no animal house, kennel or similar structure) in the yard area to house or to shelter the animal while outside. These animals are considered inside pets.
- h) No food or water for animals shall remain outside.
- i) Animals shall not to be left unattended in a parked vehicle.
- j) Animals shall not be left unattended in the Unit for more than ten (10) hours.
- k) Vicious or aggressive animals are not permitted on Housing Authority property. This includes animals that have been previously certified as non- vicious or non-aggressive which have later demonstrated a vicious or aggressive nature. If an animal attacks a person, any report made to the Health Department Management Office, the Health Department will result in an investigation. Governmental procedures must be followed for these investigations. If the Health Department investigation substantiates the attack, the animal shall be permanently removed from the dwelling Unit by the owner within twenty-four (24) hours after notification of the findings. It is the responsibility of all Tenants to report any such attack to the Health Department.
- l) Dogs that have been previously certified as complying with the mature height and weight restrictions may lose their status as an approved and authorized animal if that certification is later determined to have been an incorrect assessment of the dog's mature weight and height.
- m) When an animal is being taken from the yard area it must be on a leash and any dropped feces are to be picked up immediately and properly disposed of in a properly sealed container. Animals are to be prevented from urinating on shrubs, bushes, plants, etc. while being transported through the community.
- n) Tenants shall be responsible for removing the animal from the Unit or containing the pet in another room at all times that Housing Authority personnel or a contractor are performing tasks in the Unit. If tasks are being performed outside the Unit, the Tenant is responsible for keeping the animal in the Unit while the task is being performed.
- o) Only the specific animal that has been approved by the Housing Authority shall be permitted at the Tenant's Unit or on the Housing Authority property. Pet sitting in a Tenant's Unit is not permitted, even if this pet is an approved pet of another Tenant. All Tenants are responsible for ensuring that their guests do not

bring an animal (other than an animal that has a current approval or authorization by the Housing Authority) into the Unit or onto the Housing Authority property.

- p) Except as permitted in Item 17.5 of the ACOP (pertaining only to Tenants of Potomac Towers and Walnut Towers), no animals shall be permitted in Common Area rooms, community buildings, outside functions at Common Areas, or on the playground.
- q) The Housing Authority will provide Tenants a form of identification for their pet indicating that is an approved and authorized pet. The pet must wear this identification at all times.

All pets are to be maintained so as not to create a problem with their food or feces that may create a health or sanitation problem. For example, food or feces accumulation on the floor of the Unit, on the patio, on the balcony, or elsewhere.

B. Birds - this provision applies only to birds. Tenants may, provided they adhere to the requirements of this policy, own birds in addition to fish and in addition to a domestic cat or a domestic dog.

- 1. No prior approval is required for birds kept in accordance with the terms of this policy. The Housing Authority must be notified of the presence of birds. A form will be provided by the Housing Authority for the Tenant to complete.
- 2. The only birds permitted under this policy are parakeets and birds that are no larger than a canary.
- 3. Only two (2) birds shall be permitted in a Unit. Birds shall not be housed for breeding purposes.
- 4. Parakeet means that specific breed of bird and not any other member of the Parrot family.
- 5. Birds are not to be left unattended outside of the Unit, even if caged.
- 6. Any Tenant owning a Hornbill or other small member of the Parrot family prior to December 31, 2000 shall not be required to remove that bird from the Unit. The Housing Authority must be notified of the presence of any such birds. A form will be provided by the Housing Authority for the Tenant to complete. Any replacement birds obtained must be in strict compliance with the requirements of Item 2 above.

C. Fish - this provision applies only to fish. Tenants may, provided they adhere to the requirements of this policy, own fish and birds in addition to a domestic cat or a domestic dog.

- 1. No prior approval is required for fish kept in a single aquarium in accordance with the terms of this policy. The Housing Authority must be notified of the presence of an aquarium in the Unit. A form will be provided by the Housing Authority for the Tenant to complete.

2. Fish may be maintained in the Unit in an aquarium, which contains not more than 30 gallons of water.
3. Special approval and authorization must be obtained from the Housing Authority for more than one (1) aquarium.
4. At no time are fish to be kept that are considered to be vicious. For example, a piranha or any other fish that is considered extremely voracious are prohibited.

IV. PROVISIONS APPLICABLE TO ALL TENANTS AND ALL PETS OR ANIMALS.

- A. For purposes of this provision, the term pets or animals include birds and fish.
- B. Only those pets specifically discussed and approved in accordance with the terms of this policy are authorized to be housed in the owners Unit.
- C. There shall be no unauthorized pet in the Unit or on Housing Authority property.

Unauthorized pets include, but are not limited to, the following:

1. Reptiles, insects and spiders;
 2. Any warm-blooded or fur bearing animals other than a domestic cat or a domestic dog.
 3. Any bird, other than a parakeet or a bird of canary size or smaller.
- D. Tenants are responsible for any noise disturbance and/or nuisance created by their pet. If, after being notified that a pet is creating a noise disturbance or other nuisance, the owner fails to correct the problem, the owner shall be required to remove the pet from the Unit and the approval of the animal will be revoked.
 - E. Pet owners are responsible for the proper and humane care of their pets.
 - F. If a report is received indicating that any person is neglecting, beating, ill-treating, tormenting or otherwise abusing any animal or if a report is received of any person causing, instigating or permitting any dogfight or other combat between animals or between animals and humans, the reports will be turned over to the SPCA or other appropriate authorities. If the reports are found to be valid the animal shall be removed from the Unit immediately.
 - G. It shall be a violation of this policy for any Tenant or any member of their household or any of their guests, to engage in any of the activities prohibited in this policy, even if they are not a pet owner.
 - H. Any Tenant who violates the terms of this policy shall receive written notice of the violation. Unless otherwise stated in the notice, the Tenant must correct the violation immediately. Each day that the violation exists, following the expiration of the time to correct the violation set forth in the notice, shall be considered repeat violation.
 - I. Unless another provision of this policy requires the immediate removal of a pet (in which case the more restrictive provision shall control over this provision), if there are three (3)

violations of this policy within a one (1) year period, the Housing Authority may revoke the approval and authorization for the pet.

- J. If the Housing Authority revokes the approval and authorization for a pet, the pet owner shall be required to permanently remove the pet from the dwelling Unit and may lose pet ownership privileges for six (6) months.
- K. If the policy violations are made by a Tenant as a result of an animal that is not previously approved and authorized to be in the Unit or on Housing Authority property, the Tenant may lose pet ownership privileges for six (6) months.
- L. Tenants who have lost pet ownership privileges on two (2) or more occasions may be precluded from pet ownership during the remainder of their residency with the Hagerstown Housing Authority.
- M. The failure to remove an animal from the dwelling Unit after being notified to do so, is grounds for terminating the lease. Grievance rights will be afforded the Tenant in the event that the Housing Authority attempts to terminate the lease.
- N. Neither the Housing Authority nor any of its personnel or contractors shall be responsible for any injury, death or loss of a pet as a result of performing tasks inside or outside the Unit. Tenants are on notice that exterminating, fumigating, fertilizing, or other chemicals or substances used by Housing Authority personnel or contractors may be hazardous to pets.
- O. Violations of this policy constitute a substantial violation of a material term of the lease.
- P. Nothing contained in this policy is intended to limit the Housing Authority or an appropriate State or local agency or authority from requiring the removal of any pet from the property, if the pet's conduct or condition is determined to constitute, under the provisions of State or local law, a nuisance or a threat to the health or safety of the pet, other pets, Tenants, or Housing Authority personnel.
- Q. In addition to the requirements of these policies, Tenants must maintain each pet responsibly and in accordance with all applicable State and local public health, animal control, and animal anti-cruelty laws and regulations.

V. ADDITIONAL RULES APPLYING ONLY TO TENANTS OF POTOMAC TOWERS, AND WALNUT TOWERS

- A. For purposes of this provision, the term pets or animals include birds and fish.
- B. At all times when an animal is not in the Tenant's Unit, the animal must be under the control of the Tenant and shall either be on a leash or in a carrying case.
- C. Animals shall be allowed in the halls and on the elevators only for the purposes of exiting and entering the building; and as noted in Section 2.3 for Reasonable Accommodation.

- D. Animals shall be allowed in the lobbies only when the owner is waiting for a ride. The wait time should be of a minimum duration; and as noted in Section 2.3 for Reasonable Accommodation.
- E. Animals shall not be left on the patio or balcony unattended.
- F. Food and/or water shall not be left on the patio or balcony unless the animal is present.
- G. The animal may not urinate or defecate on the patio or balcony

Exhibit G

PHYSICAL PROPERTY STANDARDS

I. BALCONIES AT WALNUT AND POTOMAC TOWERS,

Balconies must be kept neat and orderly. The following standards apply:

- A. No rugs, carpets or mats, of any type are permitted.
- B. No grills of any type permitted on balconies of high-rise buildings.
- C. Nothing is to be hung over or attached to the railing, with the exception of approved satellite dishes.
- D. Only furniture designed for outdoor use is permitted. No article may extend higher than 42 inches except potted plants.
- E. Plants are permitted but the container in which they are planted must be placed in a dish to prevent water from dripping off of the balcony.
- F. Containers are to be located to catch water dripping from air conditioners. Empty the container regularly. Do not empty containers over the balcony.
- G. Clothes drying racks are permitted but are limited to a height of forty-two (42) inches.
- H. The balcony is not to be used for storage. Cardboard boxes, plastic bags, and other articles not directly related to outdoor living are not permitted, except a plastic weatherproof storage container (42" maximum height and a neutral color) with tight fitting lid is permitted.
- I. Nothing is to be thrown or dropped from the balcony. Water and sweepings are to be collected in containers and disposed of inside.
- J. High winds can blow items from balconies. Insure items susceptible to wind lift are properly secured.
- K. Wire, cloth netting or lattice is permitted on the inside of railings in the interest of child and pet safety. Installation must be neat and workmanlike. Prior approval of the maintenance department is required.
- L. Items placed on balcony must not interfere with the means of egress.

II. BULK TRASH PICK UP

No large items to be discarded may be placed on the Housing Authority's or City's property at any time except at such times and under the conditions set forth in directives issued by the Housing Authority or the City for special or bulk trash pickups. Bulk trash set outs at any other

time shall be picked up by the Housing Authority and the Tenant's account charged. Bulk trash set outs shall be limited to five (5) items.

III. CLEAN YARD PROGRAM

Tenants are required to keep both their front and backyard clean, neat and tidy at all times. Requirements include but are not limited to the following:

- A. No litter/debris/cigarette butts regardless of source.
- B. Trash must be kept in proper containers with tight fitting lids.
- C. Household/automotive items are unacceptable.
- D. Weeds must be removed from planting beds.
- E. Graffiti on exterior surfaces is unacceptable and must be removed immediately
- F. Window air conditioners must be safely & properly installed.
- G. Storage sheds must be kept locked.
- H. Play equipment shall be limited to rear yards.
- I. No portable basketball nets are permitted.
- J. Leaves shall be removed.
- K. Yards and patios shall not be used as storage.
- L. Any lawn furniture/equipment must be easily moved to facilitate mowing.
- M. TV/speaker cables on outside walls of Units are unacceptable.
- N. Lawn furniture/equipment shall not be of the type or so placed as to cause damage to the lawn or plantings.
- O. Front yards shall be kept free of all lawn furniture when not in use.
- P. Tenants may plant border flowers in front of planting beds and make other minor improvements that do not interfere with mowing. All such improvements must be properly maintained.
- Q. Tents, screen houses, sun shades, canopies and the like are prohibited.

Tenants that have received a citation and continue not to clean their yards will continue to receive citations and will have their yard cleaned by maintenance and shall have their account billed for the time. Citations shall be entered in the Tenant's file. Repeat offenders may be issued a "Notice of Lease Termination."

IV. ENERGY CONSERVATION

- A. The thermostats in all family Units are limited to 68 degrees and elderly Units to 75 degrees. Tenants shall not tamper with thermostats.
- B. Turn off exhaust fans when not needed.
- C. Keep doors and windows closed in cold weather.
- D. Electric and kerosene heaters are prohibited.
- E. Range and ovens are not to be used as space heaters.

V. TENANT INSTALLED FENCES ARE NOT PERMITTED

Tenants are not permitted to install fences.

VI. GARBAGE

GARBAGE AT FAMILY UNITS

Garbage, with the exception of the current day's refuse, shall not be stored inside the Unit. All garbage must be in sealed plastic bags in metal or plastic containers with tight fitting lids. All trash containers must be kept in the rear of the Unit.

Tenant must comply with City regulations regarding trash pickup schedules and procedures. Noland Tenants shall comply with directives issued by the Housing Authority regarding trash-collecting services.

GARBAGE AT ELDERLY UNITS

Place only garbage contained in sealed plastic bags in trash chutes on each floor. Take care not to place smoldering cigarettes, etc. in bags prior to disposal. Use only bags of a size that will fit in the trash chute. Larger items must be taken to the designated area in the lower levels.

VII. HOUSEKEEPING STANDARDS

Tenants are required to maintain their dwelling in a decent, safe and sanitary condition. Tenants not complying with housekeeping standards are placed on Special Housekeeping Inspections. Failure to pass inspections could result in the termination of the Tenant's lease.

Special inspections may be triggered by reports from other agencies or other Housing Authority departments of substandard housekeeping conditions in the Unit in an effort to bring it up to Housing Authority standards. The Tenant Services Department will work with the Tenant to resolve the problem, and will document any progress or lack thereof through available methods to include, but not limited to, inspection forms, video, photographs, etc. If this protocol is triggered three (3) times within a twelve (12) month period, the Tenant will be considered a habitual offender which will result in issuance of a lease termination notice. The failure to comply with

these Housekeeping Standards is considered by Landlord to be substantial breach of a material term of the Lease

The Maintenance Department conducts annual inspections which are documented through Maintenance Inspection Report (MIR). If the MIR triggers a housekeeping inspection for three (3) consecutive years, the Tenant will be considered a habitual offender which will result in issuance of lease termination notice.

Tenants are required to maintain, as a minimum, the following standards:

A. ALL AREAS

1. Keep ceiling, walls, and floors, crevices and cracks, and other surfaces clean and free of dirt, food, cobwebs, grease, mildew, fingerprints, holes, and hazards.
2. Do not put wallpaper or borders on your walls.
3. Keep windows, curtains and blinds clean, operable and free of fingerprints and dirt.
4. Keep doors clean and free of fingerprints, grease and dirt.
5. Dispose of trash in proper containers (sealed plastic bags in trashcans with tight fitting lids).
6. Keep all lights operable. Replace burned-out bulbs immediately.
7. Keep furniture, household goods, and lighting clean and free of hazards (inside and out).
8. Keep cabinets, drawers, appliances, furniture, upholstery, curtains, countertops, cracks, crevices and all other surfaces clean and free of food, crumbs, spilled liquids, and dead bugs. Failure to do so will result in infestation.
9. Keep combustible items well clear of furnaces and water heaters.
10. Keep all electrical cords/connections in good safe condition. Do not store flammables such as gasoline in Units
11. Keep dryers and dryer vents clear of lint. Dryers must be properly vented.
12. Furniture, bicycles, household items, boxes, clothes, newspapers, magazines and other personal goods beyond what is "normal" and "reasonable" are not permitted in your Unit. Your Unit is not a storage space.
13. Air conditioners must be properly and safely installed.
14. Keep all walls, fixtures, electrical panels, and closets accessible.
15. Keep smoke detectors operable. Notify Maintenance immediately of malfunctioning smoke detectors.
16. TV cables and speaker wiring, or similar wires are not permitted on floors where they create a tripping hazard. Run across tops of doors. Do not install wiring on outside of Units.
17. Report all missing, broken or leaking components immediately to maintenance (301-733-6916).
18. Maintain yards per the Housing Authority Clean Yard Program.

B. THE KITCHEN

1. Keep your stove and oven clean and free of grease, food, and other spills.
2. Keep refrigerators clean, wiped down, and defrosted, if necessary.
3. Do not store heavy pots and pans underneath your sink.
4. Keep exhaust fan clean and free of grease and food build up.
5. Keep sinks clean and free of grease. **DO NOT PUT FOOD OR GREASE DOWN THE SINK.** Dirty dishes must be washed and put away in a timely manner.

6. Keep countertops clean by wiping down after use and only used for food preparation. Do not put cigarettes on your counter and vanities.

C. THE BATHROOM

1. Keep toilet scrubbed clean and keep foreign objects out of the bowl to prevent clogs.
2. Keep shower, sink and tub clean.
3. Dust exhaust fan to prevent build up.
4. Keep medicine cabinets and vanity cabinets clean and orderly.

D. BASEMENT

Keep all drains clear and operable.

E. CLOSETS

Keep closets clean and orderly.

VIII. LAUNDRY FACILITIES

- A. Laundry facilities are not provided in the family communities. Tenants may install washers in their kitchens or basements, where washer hookups are provided.
- B. Dryers are not permitted unless they are properly vented to the exterior. No alterations to the electrical service or wall area are permitted. The Tenant must notify maintenance in writing within five (5) days of installing Tenant owned appliance. Maintenance can/will inspect at our discretion.
- C. Washers and dryers are not permitted in the units at Walnut and Potomac Towers. Tenants are encouraged to use central laundry facilities.

IX. LEAF REMOVAL

Tenant at family units are responsible for picking up leaves within their front, back and side yards (as applicable). See “mowing” for limits of yards. Leaves must be placed in the proper containers and set out curbside in compliance with City standards and schedules. Do not dispose of leaves on public or other property. Burning of leaves is not permitted.

Tenants at Noland Village must set leaves curbside at Noland Drive. Leaves must be in proper containers

If Tenants fail to pick up and properly dispose of leaves by December 15, the Housing Authority may do so and charge the Tenant.

X. LOCKOUT SERVICE

Two keys are furnished to the Tenants at time of occupancy. If the Housing Authority must respond to a lockout call, the Tenant must present proof of identity (driver’s license, social security number, etc.) to the maintenance mechanic. Any damage and associated costs caused by

forced entry will be the responsibility of the Tenant. Tenants have the option of calling a local locksmith to gain entry; usually this is less costly than the Housing Authority's lockout fee. The Housing Authority will respond to all lockout calls in accordance with the Schedule of Tenant Charges.

XI. MAINTENANCE REPAIRS

Tenants must call the Maintenance Department to notify the Housing Authority of any need for repairs. Early reporting of a problem is essential. The maintenance required due to the normal wear and tear of the property is included in the rent. Tenants are charged for the maintenance costs that are a result of negligence, damage, a failure to fulfill Tenant obligations, and unnecessary visits such as when a Tenant reports that the heating system is not working properly and the service call reveals that the heating system is operating correctly and providing the Tenant with heat in accordance with the levels stipulated in the ACOP under ENERGY CONSERVATION.

XII. MOWING

- A. Tenants residing in communities where the Housing Authority mows yards are responsible for removing all lawn furniture and equipment from lawns in preparation for mowing at times set forth on the mowing schedule issued by the Housing Authority. Tenants that do not properly prepare their lawns for mowing shall be charged in accordance to the Schedule of Tenant Charges.
- B. Tenants residing in communities where the Housing Authority does not mow yards are responsible for mowing their yards, both front and back, on a regular basis. Lawns shall not exceed four (4) inches in height. Tenants that permit their lawns to exceed the specified height shall have their yards mowed by the Housing Authority and shall be charged in accordance with the Schedule of Tenant Charges.
- C. Front yards extend to the front walk. Rear yards extend to the rear walk, yard fence, perimeter fence, or storage shed, whichever is the greater distance. Scattered Site Tenants are responsible for the entire lawn directly in front and to the rear of their Unit; end Unit Tenants are responsible for side lawns.
- D. Periodically, lawns may be treated by the Housing Authority's contractor with fertilizer and weed control chemicals. Tenants shall be notified of dates and shall comply with precautions issued by the contractor.

XIII. PAINT, WALLCOVERINGS, DECALS

- A. Every five (5) years, paint will be furnished, free of charge, for Tenants to repaint the interior of the unit – subject to inspection and approval of workmanship by the Housing Authority. The Tenant is required to make corrections to the painting if so directed by the Housing Authority.
- B. No paint other than that furnished by the Housing Authority may be used. If other colors are discovered during inspections, Tenants will be directed to repaint at once at their expense.

- C. Wallpaper, contact paper, stenciling and/or decals of any kind are not permitted to be used on the walls, ceilings, cabinets or appliances. Damages caused by the prohibited use of these products and the labor required to remove them will be charged to the Tenant.
- D. Tenant may purchase paint at any time from the Housing Authority.

XIV. PEST CONTROL PROGRAM

Extermination service is provided on a regular basis. This service is provided to all Units and cannot be refused. Schedules for treatment are posted in the monthly newsletter. Tenants must complete the following preparations prior to the scheduled treatment:

- A. Remove all items from the base cabinet at the kitchen sink and bath vanity.
- B. Clean off countertop in kitchen and bath vanity.
- C. Clean out other areas where infestation has been observed.
- D. Advise the exterminator of any problem areas.
- E. Comply with the Housing Authority's Housekeeping Standards.

If infestation is heavy, the Tenant will be notified by letter that a special treatment will be scheduled. The Tenant must comply with the exterminator's instructions attached to the letter. Tenants will be charged accordingly for treatment of infestations determined to be caused or perpetuated by the Tenant. Tenants may not refuse these treatments. Tenants may utilize their own traps. If tenant should use their own exterminator and/or traps, it will be at the tenant's expense and will not be reimbursed by the housing authority.

XV. PICTURES AND FIXTURES

Small and medium sized pictures and mirrors are permitted. Use hangers that won't mar walls. Do not install extra towel racks, shelves, etc. Damage to walls or woodwork (holes, scratches, marks, etc.) will be repaired by the Maintenance Department and Tenants will be charged for these repairs.

Ceiling fans are permitted but must be properly installed by a licensed contractor at the Tenant's expense. A permit must be applied for and obtained from the City prior to installation.

Pictures, hangers, and fans must be carefully removed when the Unit is vacated and the Unit returned to its original condition.

XVI. PLAY EQUIPMENT

Play equipment, of limited size, is permitted in family communities and may be located in the rear yards only. Equipment must be portable and be capable of being moved off the lawn area on the rear patio to facilitate periodic mowing. Tenants are responsible for maintaining the

equipment, for any damage to the lawns, and for any liabilities resulting in injury from use of such equipment. Trampolines are prohibited.

XVII. POOLS AND HOSES

- A. Swimming pools, wading pools and water slides are not permitted.
- B. Hoses are permitted at Scattered Site Units only.

XVIII. REPAIRS BY TENANTS

Any repairs performed by the Tenant are to be made utilizing materials and workmanship acceptable to the Housing Authority. Unsatisfactory work may be replaced by the Housing Authority at the Tenant's expense.

XVIII. SATELLITE DISH TV ANTENNA POLICY

Tenants choosing to install their own satellite dish must comply with the following standards:

- A. Dishes shall not exceed eighteen (18") inches in diameter.
- B. Dishes shall not be attached to roofs, walls, fences, trees, balconies, concrete slabs or any other part of any building.
- C. Dishes may be only ground mounted at family Units. See Maintenance Department for drawings for ground mounting at family Units and balcony installations at Potomac and Walnut Towers
- D. Exposed wiring outside of the building is not permitted. Cables inside the building may not cross aisles of circulation on the floor but must be carried over the doorways and openings.
- E. Exterior junction box shall be of a non-corrosive, non-staining material such as aluminum or PVC. Interior cover plates at outlet box shall be ivory in color. All work shall be neat and workmanlike.
- F. Container at elderly Units shall be exterior heavy-duty PVC, exterior plywood (painted or stained) or other pre-approved material appropriate to function intended. Color shall be neutral.
- G. Installation at family Units may only be in rear yards. Side yard installation is not permitted. Installation is permitted in front yards only if Tenant furnishes the Housing Authority a written statement (on letterhead) from satellite dish vendor that front yard installation is necessary for reception.
- H. Prior to installation the Tenant must contact the Maintenance Department and schedule a pre-installation on site meeting to establish a location acceptable to the Housing Authority in order to avoid underground utilities and to establish consistency.

- I. Upon completion of the installation the Tenant must schedule, with the Maintenance Department, a post-installation inspection.
- J. All installations must be by a contractor pre-approved by the Housing Authority.
- K. The contractor must attend both the pre-installation and post-installation inspection.
- L. All work is subject to the Housing Authority's approval. Tenants are required to properly maintain the installation and to immediately correct deficiencies noted by the Housing Authority.
- M. Tenants, upon vacating the Unit, must remove antennas, mounting and all wiring. All lawns and buildings must be restored to their original condition. Permanently mounted exterior junction boxes, sleeves and interior recessed outlet boxes shall not be removed and shall become the property of the Housing Authority.
- N. The Tenant shall pay, to the Housing Authority, the cost of both pre-installation and post-installation inspections. These costs shall be as listed in the current Schedule of Tenant Charges.
- O. All material and installation costs shall be the responsibility of the Tenant.
- P. Building orientation, trees, and other obstacles shall not be reason to deviate from these standards. Orientation/location of some Units may preclude satellite dish installation.
- Q. The Tenant, by installing a dish, shall hold the Housing Authority harmless from all liabilities resulting from damages to, or caused by, the installation of a satellite dish.

XIX. SNOW AND ICE REMOVAL

Tenants at family Units are responsible to remove snow and ice from walks, stoops, and steps leading to the Unit. Tenants sharing a walk shall clear their half or share the responsibility. If a Tenant fails to remove snow/ice within twenty-four (24) hours, the Housing Authority may do so and charge the Tenant.

XX. STORAGE STANDARDS

In general, it is the Housing Authority's intent that the leased apartment be utilized in a form and physical manner in which it is intended. That the Unit is used primarily as a safe and decent dwelling for Tenant "habitation" (as opposed to a bulk storage area) and that storage of an acceptable and "normal" quantity of items is mainly limited to the properly designated space for such items – e.g. Closets, pantries, exterior storage bins, etc. --- in order to minimize safety hazards associated with fire, tripping, accessibility, etc. It is noted that storage of excessive quantities of refuse and materials (cardboard boxes, paper, etc.) additionally contributes to the presence and infestation of pest insects (roaches, spiders, flies, etc.).

GENERAL FLOOR AREA –

Miscellaneous "floor storage" of items neatly packaged and arranged so as not to impede normal access throughout, along with egress to or from, the apartment is permitted within acceptable

limits as listed herein. Electric panels, appliances and plumbing fixtures must be accessible for use and servicing. Floor storage of items shall not block doorways, window egress, bathroom/closet access or general area of travel.

Miscellaneous “floor storage” is material (i.e.: boxes, bags, hampers, containers, etc.) which is stored outside assigned storage spaces (pantries, closets, storage containers) in other areas normally viewed as living spaces (living rooms, bedrooms, kitchens and bathrooms).

Acceptable miscellaneous floor storage is viewed as material NOT EXCEEDING fifteen percent (15%) of square footage living space or exceeding three feet in height. (Pantry and closet areas excluded).

KITCHEN AREA

COUNTER AREA

Storage of kitchen utensil and supply items only at the kitchen area, NOT blocking GFCI receptacle outlets. Counters are primarily a workspace.

STOVE AREA

NO storage of combustible materials on the stovetop surface or in close proximity to the stove burners.

PANTRY AREA

Additional storage of miscellaneous items along with food and kitchen items is permitted so long as such storage is neat and contained within the door opening area. Pantry doors, where applicable, must remain operable. Shelving area must be accessible for use.

LIVING ROOM

This area is primary living space, as opposed to storage area. However, minimal storage of miscellaneous items is permitted provided it is placed in a neat manner at appropriate wall areas. See “general floor area” limitation listed above.

BEDROOM AREA

CLOTHES CLOSET AREA

Storage of items is limited to available floor or shelf capacity within the door opening area. Closet doors **MUST** be operable. All items are to be neatly stacked or placed.

BATHROOM AREA

No storage of items is permitted on the commode or within the bathtub/shower areas, which would limit their intended use and purpose.

EXTERIOR BALCONY (Hi-Rise)

See Section 20.1 Balconies at Walnut and Potomac Towers

EXTERIOR PATIOS (Family)

For aesthetic and safety purposes all patio items not used on a recurring basis should be stored in exterior metal storage sheds if provided. Acceptable storage items at rear yard patio areas include covered trash receptacles, patio furniture, one barbecue grille and operable lawn equipment. Nonacceptable stored items include automobile tires, rusted or inoperable lawn equipment, cardboard and paper material, plastic trash bags, etc.

XXI. TELEVISION/TELEPHONES

- A. Tenants are encouraged to contract with the local cable service. Cabling and outlets may only be installed by the local cable company or their subcontractors and must comply with the Housing Authority's policies.
- B. Tenants must comply with the Satellite Dish TV Antenna Policy, see paragraph 20.19
- C. Tenants are not permitted to tamper with any TV or telephone wiring/cable within their Units that is not their property. Tenants may not access attic spaces.
- D. The Tenant must arrange for telephone service. This service is strictly between the Tenant and the telephone company. The Housing Authority does not supply or repair telephone jacks or wiring. Access to mechanical spaces required by the telephone company will be provided by the Housing Authority at no cost, provided twenty-four (24) hours advance notice is given and access is requested during regular business hours. Access shall not be given after hours or on weekends.

XXII. UNIT LANDSCAPING

- A. The Housing Authority will trim and maintain foundation plantings and planting beds. Tenants are not to trim plants.
- B. Tenants may plant flower strips along the front of planting beds. Any supplemental plantings must be properly maintained, watered, weed free, and neat in appearance. Improvements by Tenants may not interfere with mowing operations.
- C. Vegetable gardens are permitted only if the Housing Authority has issued written approval.
- D. Grounds must be returned to their original condition prior to the Tenant vacating the Unit.

XXIII. VANDALISM TO OCCUPIED UNITS

Tenants are responsible for all damage and vandalism to the Unit or Community caused by the Tenant, other members of the household, guests, or visitors.

XXIV. WATER

In order to conserve, all Tenants must promptly report any leaks or dripping faucets, hoses or fixtures to the Maintenance Department **301-733-6916**. Ensure all faucets are turned completely off when you are not drawing water.

XXV. WATERBEDS

Waterbeds are not permitted in Housing Authority communities due to the potential for leaks and property damage.

XXVI. AIR CONDITIONERS

Air conditioners furnished by the Tenant at the family communities must be properly installed and secure as determined by the Housing Authority. Panels must be finished to match the color of either the air conditioner or the window frame. Cardboard or unfinished plywood is unacceptable. Units must be compatible with existing electrical outlets.

Walnut Towers and Potomac Towers air conditioners may be installed by the Tenant. Potomac Towers air conditioners must be installed using an air conditioner port specifically designed for this purpose. The cost of the port is the Tenant's responsibility. The Tenant is responsible for a safe installation as determined by the Housing Authority. Tenants should contact the Maintenance Department for advice. Air conditioners must be compatible with existing electrical outlets.

Air conditioners must be removed at the time the Tenant vacates the Unit.

Window air conditioner units must be removed during heating season. Tenants will be notified through the newsletter of heating season and the date by which the air conditioner must be removed.

XXVII. WINDOW GLASS & SCREENS

Repair/replacement of window glass and screens is the Tenant's responsibility. The Maintenance Department will make the repair at the Tenant's expense or the Tenant has the option of having the repair made locally. All new work and materials must match existing.

XXVIII. WINDOW TREATMENT

The Housing Authority does not provide window treatment. In the interest of uniformity of appearance, Tenants in family communities must install window shades, blinds or draperies in all windows in the dwelling Unit. They are to be installed in a manner not to damage the window frame. Screws that are provided with the drapery rods and/or shades or blinds should not be substituted with nails or larger screws. It is the Tenant's responsibility to maintain these items in a manner that shall not deface the appearance of the community. Windows must be treated uniformly and maintained in a neat and orderly fashion at all times. White backing (exterior side) is preferred. Upon vacating the dwelling Unit, the window treatment shall be carefully removed.

Exhibit H

OXYGEN USE POLICY

I. INTRODUCTION

Oxygen can be potentially hazardous if handled improperly. Oxygen accelerates combustion in areas where oxygen is used or stored. In order to ensure the safety of all Tenants in our Public Housing communities and properties managed by the Housing Authority, the Housing Authority has established regulations regarding the use or presence of oxygen in our Units.

II. GENERAL POLICY

- A. Tenants must notify the Housing Authority in writing before the presence of any oxygen tank(s) in or on Housing Authority property.
- B. Oxygen tanks must be secured in a cart or stand designed for such purpose. The cart and/or stand must also be designed to keep the oxygen cylinder upright and protect the main valve from rupture or leakage.
- C. 'Oxygen In Use' and 'No Smoking' signs must be posted on the exterior doors (Unit entrance) and inside the Unit and must be clearly visible to those entering the Unit.
- D. Oxygen tanks are not to be stored near electric or gas heaters or any open flame. Oxygen users should not go within eight feet of any open flame. Oxygen users are prohibited from smoking while oxygen is in use.
- E. Tenants and guests must comply with all recommendations of their supplier regarding the proper use, storage, and maintenance of oxygen and oxygen tanks in their Unit.

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Exhibit I

VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY

I. PURPOSE AND APPLICABILITY

The purpose of this policy (herein called “Policy”) is to implement the applicable provisions of the Violence Against Women and Department of Justice Reauthorization Act of **2013 (Pub. L. 113-4, 127 Stat. 54) (VAWA 2013)** and more generally to set forth the Housing Authority’s policies and procedures regarding domestic violence, dating violence, sexual assault, and stalking, as hereinafter defined.

This Policy shall be applicable to the administration by the Housing Authority of the Public Housing Program under the United States Housing Act of 1937. Notwithstanding its title, this policy is gender-neutral, and its protections are available to all otherwise eligible individuals and families without regard to actual or perceived sexual orientation, gender identity, or marital status who are victims of domestic violence, dating violence, or stalking.

II. GOALS AND OBJECTIVES

This Policy has the following principal goals and objectives:

- A. Maintaining compliance with all applicable legal requirements imposed by VAWA;
- B. Ensuring the physical safety of victims of actual or threatened domestic violence, dating violence, sexual assault, or stalking who are assisted by the Housing Authority;
- C. Providing and maintaining housing opportunities for victims of domestic violence, dating violence, sexual assault, or stalking;
- D. Creating and maintaining collaborative arrangements between the Housing Authority, law enforcement authorities, victim service providers, and others to promote the safety and well-being of victims of actual and threatened domestic violence, dating violence, sexual assault, and stalking, who are assisted by the Housing Authority; and
- E. Taking appropriate action in response to an incident or incidents of domestic violence, dating violence, sexual assault, or stalking, affecting individuals assisted by the Housing Authority.

III. OTHER HOUSING AUTHORITY POLICIES AND PROCEDURES

This Policy shall be referenced in and attached to the Housing Authority’s Five-Year Public Housing Agency Plan. the Housing Authority’s annual public housing agency plan shall also contain information concerning the Housing Authority’s activities, services or programs relating to domestic violence, dating violence, sexual assault, and stalking. To the extent any provision of this policy shall vary or contradict any previously adopted policy or procedure of the Housing Authority, the provisions of this Policy shall prevail.

IV. DEFINITIONS

As used in this Policy:

A. *Affiliated individual.* (1) A spouse, parent, brother, sister, or child of that individual, or a person to whom that individual stands in the place of a parent to a child (for example, the affiliated individual is a child in the care, custody, or control of that individual); or (2) any individual, tenant, or lawful occupant living in the household of that individual. Under VAWA 2013, the term “affiliated individual” replaces the term “immediate family member”.

B. *Bifurcate.* To divide a lease as a matter of law, subject to the permissibility of such process under the requirements of the applicable HUD covered program and State or local law, such that certain tenants or lawful occupants can be evicted or removed and the remaining tenants or lawful occupants can continue to reside in the unit under the same lease requirements or as may be revised depending upon the eligibility for continued occupancy of the remaining tenants and lawful occupants.

C. *Domestic Violence* – The term ‘domestic violence’ includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim(as defined in 18 U.S.C. 2266) , by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse or intimate partner , by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person’s acts under the domestic or family violence laws of the jurisdiction.”

D. *Dating Violence* – means violence committed by a person—

1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
2. where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - a) The length of the relationship.
 - b) The type of relationship.
 - c) The frequency of interaction between the persons involved in the relationship.

E. *Intimate Partner (18 U.S.C. 2266):* Is a spouse or former spouse of the abuser, a person who shares a child in common with the abuser, and a person who cohabits or has cohabited as a spouse with the abuser; or a person who is or has been in a social relationship of a romantic or intimate nature with the abuser, as determined by the length of the relationship, type of relationship, and the frequency of interaction between the persons involved in the relationship; and any other person similarly situated to a spouse who is protected by the domestic or family violence laws of the State or tribal jurisdiction in which the injury occurred or where the victim resides.

Stalking – means engaging in a course of conduct directed at a specific person that would cause a reasonable person to:

1. Fear for the person’s individual safety or the safety of others; or
2. Suffer substantial emotional distress. –

F. *Sexual assault* – means any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent (42 U.S.C. 13925(a)).

G. *Actual and imminent threat* – means a physical danger that is real, would occur within an immediate time frame, and could result in death or serious bodily harm. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include: the duration of the risk, the nature and severity of the potential harm, the likelihood that the potential harm will occur, and the length of time before the potential harm would occur.

H. *Perpetrator* – means person who commits an act of domestic violence, dating violence, sexual assault, or stalking against a victim.

V. ADMISSIONS AND SCREENING

Non-Denial of Assistance. The Housing Authority will not deny admission to the Public Housing program to any person because that person is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, including any adverse factors that are a direct result of domestic violence, dating violence, sexual assault, or stalking provided that such person is otherwise qualified for such admission.

TERMINATION OF TENANCY OR ASSISTANCE

A. *VAWA Protections.* Under VAWA, public housing Tenants following specific protections, which will be observed by the Housing Authority:

1. An incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be considered to be a “serious or repeated” violation of the lease by the victim or threatened victim of that violence and will not be in good cause for terminating the tenancy or occupancy rights of or assistance to the victim of that violence.
2. In addition to the foregoing, tenancy or assistance will not be terminated by the Housing Authority as a result of criminal activity, if that criminal activity is directly related to domestic violence, dating violence, sexual assault, or stalking engaged in by a member of the assisted household, a guest or another person under the Tenant’s control, and the Tenant or an affiliated individual of the tenant is the victim or threatened victim of this criminal activity. However, the protection against termination of tenancy or assistance described in this paragraph is subject to the following limitations:
 - a) Nothing contained in this paragraph shall limit any otherwise available authority of the Housing Authority to terminate tenancy, evict, or to terminate assistance, as the case may be, for any violation of a lease or program requirement not premised on the act or acts of domestic violence, dating violence, sexual assault, or stalking in question against the Tenant or a member of the Tenant’s household. However, in taking any such action, the Housing Authority may apply a more demanding standard to the victim of domestic violence, dating violence, sexual assault, or stalking than that applied to other Tenants.
 - b) Nothing contained in this paragraph shall be construed to limit the Housing Authority from evicting or terminating the assistance any Tenant or lawful applicant if the owner or the Housing Authority, as the case may be, can demonstrate an actual and imminent threat to other Tenants or to those employed at or providing service to the property, if the Tenant is not evicted or terminated from assistance.

- B. Lease Bifurcation (*Removal of Perpetrator*). Notwithstanding anything in Federal, State or local law to the contrary, the Housing Authority may bifurcate a lease, or remove a household member from a lease, without regard to whether a household member is a signatory to a lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a Tenant or lawful occupant and who engages in acts of physical violence against family members or others. Such action against the perpetrator of such physical violence may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also the Tenant or a lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be affected in accordance with the procedures prescribed by law applicable to terminations of tenancy and evictions by the Housing Authority.

VI. VERIFICATION OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT OR STALKING

- A. *Requirement for Verification*. The Housing Authority shall require verification in all cases where an individual claims protection against an action involving such individual proposed to be taken by the Housing Authority.

Verification of a claimed incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking may be accomplished in one of the following three ways:

1. *HUD-approved form – (HUD form 5382)* by providing to the Housing Authority a written certification, on a form approved by the U.S. Department of Housing and Urban Development (HUD), that the individual is a victim of domestic violence, dating violence, sexual assault, or stalking that the incident or incidents in question are bona fide incidents of actual or threatened abuse meeting the requirements of the applicable definition(s) set forth in this policy. The incident or incidents in question must be described in reasonable detail as required in the HUD-approved form, and the completed certification must include the name of the perpetrator.
2. *Other documentation* - by providing to the Housing Authority documentation signed by an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the victim has sought assistance in addressing the domestic violence, dating violence, sexual assault, or stalking, or the effects of the abuse, described in such documentation. The professional providing the documentation must sign and attest under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse meeting the requirements of the applicable definition(s) set forth in this policy. The victim of the incident or incidents of domestic violence, dating violence, sexual assault, or stalking described in the documentation must also sign and attest to the documentation under penalty of perjury.
3. *Police or court record* – by providing to the Housing Authority a Federal, State, tribal, territorial, or local police or court record (24 CFR 5.2007(d)) describing the incident or incidents in question.

- B. *Time allowed to provide verification/ failure to provide.* An individual who claims protection against adverse action based on an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault, or stalking, and who is requested by the Housing Authority, to provide verification, must provide such verification within fourteen (14) business days after receipt of the request for verification. Failure to provide verification, in proper form within such time will result in loss of protection under VAWA and this policy against a proposed adverse action.
- C. *Waiver of verification requirement.* The Director or Designee may, with respect to any specific case, waive the above-stated requirements for verification and provide the benefits of this policy based on the victim's statement or other corroborating evidence. Such waiver may be granted in the sole discretion of the Director or Designee. Any such waiver must be in writing. Waiver in a particular instance or instances shall not operate as precedent for, or create any right to, waiver in any other case or cases, regardless of similarity in circumstances.

VIII. CONFIDENTIALITY

- A. *Right of confidentiality.* All information (including the fact that an individual is a victim of domestic violence, dating violence, sexual assault, or stalking) provided to the Housing Authority shall be retained by the receiving party in confidence and shall neither be entered in any shared database nor provided to any related entity, except where disclosure is:
 1. requested or consented to by the individual in writing, or
 2. required for use in a Public Housing eviction proceeding, as permitted in VAWA, or
 3. otherwise required by applicable law.
- B. *Notification of rights.* All Tenants of public housing programs administered by the Housing Authority shall be notified in writing concerning their right to confidentiality and the limits on such rights to confidentiality.

IX. **EMERGENCY TRANSFER REQUESTS** A person seeking an emergency transfer for protection under VAWA must verify that he or she is a victim of domestic violence, dating violence, sexual assault, or stalking. One way to satisfy this requirement is to fill out and submit to the Housing Authority, HUD Form – 5382 which is located on our website.

X. The Housing Authority will consider Lease bifurcation as provided in 24 CFR 5.2005 in circumstances' involving Domestic Violence, Dating Violence, Sexual Assault, or stalking addressed in 24 CFR Part 5, Subpart L.

Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

Emergency Transfers

Hagerstown Housing Authority (HHA) is concerned about the safety of its tenants, and such concern extends to tenants who are victims of domestic violence, dating violence, sexual assault, or stalking. In

accordance with the Violence Against Women Act (VAWA),¹ HHA allows tenants who are victims of domestic violence, dating violence, sexual assault, or stalking to request an emergency transfer from the tenant's current unit to another unit. The ability to request a transfer is available regardless of sex, gender identity, or sexual orientation.² The ability of HHA to honor such request for tenants currently receiving assistance, however, may depend upon a preliminary determination that the tenant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, and on whether HHA has another dwelling unit that is available and is safe to offer the tenant for temporary or more permanent occupancy.

This plan identifies tenants who are eligible for an emergency transfer, the documentation needed to request an emergency transfer, confidentiality protections, how an emergency transfer may occur, and guidance to tenants on safety and security. This plan is based on a model emergency transfer plan published by the U.S. Department of Housing and Urban Development (HUD), the Federal agency that oversees that HHA is in compliance with VAWA.

Eligibility for Emergency Transfers

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

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

Tenants who are not in good standing may still request an emergency transfer if they meet the eligibility requirements in this section.

Emergency Transfer Request Documentation

To request an emergency transfer, the tenant shall notify HHA's management office and submit a written request for a transfer to Hagerstown Housing Authority at 35 W. Baltimore Street, Hagerstown MD 21740. HHA will provide reasonable accommodations to this policy for individuals with disabilities. The tenant's written request for an emergency transfer should include either:

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

¹ Despite the name of this law, VAWA protection is available to all victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.

² Housing providers cannot discriminate on the basis of any protected characteristic, including race, color, national origin, religion, sex, familial status, disability, or age. HUD-assisted and HUD-insured housing must be made available to all otherwise eligible individuals regardless of actual or perceived sexual orientation, gender identity, or marital status.

Confidentiality

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

Emergency Transfer Timing and Availability

HHA cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. HHA will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. HHA may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If HHA has no safe and available units for which a tenant who needs an emergency is eligible, HHA will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, HHA will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

Safety and Security of Tenants

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

Tenants who are or have been victims of domestic violence are encouraged to contact the National Domestic Violence Hotline at 1-800-799-7233, or a local domestic violence shelter, for assistance in creating a safety plan. For persons with hearing impairments, that hotline can be accessed by calling 1-800-787-3224 (TTY).

Tenants who have been victims of sexual assault may call the Rape, Abuse & Incest National Network's National Sexual Assault Hotline at 800-656-HOPE or visit the online hotline at <https://ohl.rainn.org/online/>.

Tenants who are or have been victims of stalking seeking help may visit the National Center for Victims of Crime's Stalking Resource Center at <https://www.victimsofcrime.org/our-programs/stalking-resource-center>.

Attachments: Local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking and HUD Form 5382.

X. COURT ORDERS/FAMILY BREAK-UP

Court orders. It is the Housing Authority's policy to honor orders entered by courts of competent jurisdiction affecting individuals assisted by the Housing Authority. This includes cooperating with law enforcement authorities to enforce civil protection orders issued for the protection of victims and addressing the distribution of personal property among household members in cases where a family breaks up.

XI. RELATIONSHIPS WITH SERVICE PROVIDERS

It is the policy of the Housing Authority to cooperate with organizations and entities, both private and governmental, which provide shelter and/or services to victims of domestic violence. If the Housing Authority staff becomes aware that an individual assisted by the Housing Authority is a victim of domestic violence, dating violence, sexual assault or stalking, the Housing Authority will refer the victim to such providers of shelter or services as appropriate. This Policy does not create any legal obligation requiring the Housing Authority either to maintain a relationship with any particular provider of shelter or services to victims of domestic violence or to make a referral in any particular case.

XII. NOTIFICATION (24 CFR 5.2005(a))

In accordance with VAWA 2013, The Housing Authority will provide written notification to Public Housing and Housing Choice Voucher applicants and Tenants concerning the rights and obligations created under VAWA relating to confidentiality, denial of assistance and, termination of tenancy or assistance at the following times;

- A. at the time an applicant is denied assistance or admission;
- B. at the time the individual is provided assistance or admission under the covered housing program; and
- C. at the time that any notification of eviction or notification of termination of rental assistance is issued.

The notification will also include the VAWA Certification Form described in Section 22.7(A) 1 above to be used as verification to the Housing Authority for any resident or applicant claiming protection under the Act.

XIII. RELATIONSHIP WITH OTHER APPLICABLE LAWS

Neither VAWA nor this Policy implementing it shall preempt or supersede any provision of Federal, State or local law that provides greater protection than that provided under VAWA for victims of domestic violence, dating violence, sexual assault or stalking.

XIV. AMENDMENT

This policy may be amended from time to time by the Housing Authority as approved by the Housing Authority Board of Commissioners.

Exhibit J

Parking Policy

Housing Authority of the City of Hagerstown

Parking on property owned/managed by the Hagerstown Housing Authority is a privilege and not a right. This Policy has been designed to allow for adequate and controlled parking. Any vehicle that appears abandoned, disabled, and/or displays expired or otherwise illegal state-issued registration (license plates) may be towed without notice. Non-residents have no expectation of the same privileges as residents. The Policy is enforced by the Department of Security of the Housing Authority of the City of Hagerstown.

Vehicle Registration

All tenants who own vehicles and park them on Housing Authority-owned property **must** register their vehicles. Communities affected by this policy are: Potomac Towers, Walnut Towers, the C. Williams Brooks Building, Noland Village, and the scattered sites of East Avenue, North Jonathan Street, Mitchell Avenue, Wakefield Road, and Freemont Avenue. The Hagerstown Police Department enforces resident parking on Suman Avenue. On request, Hagerstown Housing Authority residents on Suman Avenue will be provided parking permits under the guidelines of this policy to identify their vehicles to Hagerstown Police Department. Vehicle registration is conducted at the main office of the Hagerstown Housing Authority, located at 35 W. Baltimore Street. Residents are not charged for parking permits.

A. There are two (2) types of permits for Residents.

1. Resident-Owned-Vehicle Permits:

- a. Resident Permit: The Resident Permit is a decal designed to identify a tenant vehicle for the life of the residency and/or vehicle. The decal is a distinctive, non-transferable sticker that is mounted to the rear-view mirror. The decal identifies the vehicle as being properly registered with the Housing Authority.
- b. Temporary Resident Permits: The Temporary Resident Permit is a cardboard permit and hangs from the rearview mirror. It is intended to allow a driver to utilize Housing Authority parking lots temporarily; including, but not limited to, the following examples: to allow time for a new tenant to transfer an out-of-state registration; when a tenant's new vehicle displays temporary or out-of-state tags; when a tenant has temporary use of a vehicle which doesn't belong to them (i.e., rentals or loaners). Temporary Resident Permits will contain an expiration date dependent upon its use. It is the responsibility of the resident to seek a renewal of the Temporary Resident Permit prior to its expiration.
- c. Obtaining Permits: In order to obtain a Resident Permit or Temporary Resident Permit, the tenant must provide a valid, current registration card for the vehicle, along with their current driver's license. The state registration must be *in the tenant's name in the state of Maryland* in order to be issued a permit. A current state registration and driver's license are also required for issuance of a Temporary Resident Permit.
- d. Vehicles that are parked on Housing property that do not display a permit (resident or temporary) will *be cited and/or towed* in accordance with the provisions of this

Policy The tenant who registers the vehicle will be held responsible for infractions of the parking policy.

2. Non-Resident-Owned-Vehicle Permits:

In certain circumstances, the Housing Authority may issue a permit for a Non-Resident-owned vehicle with the presentation of a notarized statement from the registered owner that the vehicle will be primarily utilized by the resident. The Housing Authority reserves the right to refuse to grant a parking permit requested under these circumstances and may do so at its sole discretion.

B. Proper Registration Required: The vehicle will not be considered registered if the permit is not properly displayed in the designated place. For cars and trucks, the designated place is on the back of the rear-view mirror. For two-wheeled vehicles, including gas-powered scooters, the designated place is the right front fork. For Temporary Resident Permits, the hanging permit must be suspended from the rear-view mirror of the vehicle in a manner that makes it clearly visible through the windshield of a car or truck. For two-wheeled vehicles, a special sticker will be issued for mounting on the right front fork.

C. Non-Transferability or Altering of Permit: The decal or Temporary Resident Permit may not be placed on any vehicle other than the one for which it is issued. The decal or Temporary Resident Permit may not be altered or falsified. If there is evidence of either of these types of violation, the vehicle displaying the incorrect/altered decal or Temporary Resident Permit may be towed without notice, at the expense of the vehicle owner.

D. Temporary Parking Permits: Temporary parking permits may be issued to non-residents in certain circumstances at the discretion of the Hagerstown Housing Authority. By way of example, but not limitation: to identify vehicles belonging to legitimate caregivers; to identify a visitor's vehicle (at the visitor's request); for contractors working on Hagerstown Housing Authority property. In no circumstance will a temporary permit be issued for a period longer than six (6) months.

In order to assure adequate parking in the parking areas, no household will be allowed to register more than two (2) vehicles.

E. Visitor Parking

1. Some communities/buildings have spaces that are reserved for visitor parking. Residents are not to park in these spaces, and visitors are not to park in the general residential parking areas. Residents are responsible for their visitors and should inform them of this requirement. *Overflow parking for visitors and residents of these areas is on the city streets.*

2. There is a 24-hour limit on use of a visitor parking space and the vehicle must be moved every 24 hours. For visitors whose visitation is of sufficient duration to require approval from the Housing Authority, a visitor's parking permit is available on request and must be displayed as required. Visitor parking is also very limited in some areas. Residents with visitors of shorter duration who have vehicles should notify Security for special authorization allowing them to use resident parking when visitor parking is not available. Security shall be responsible for maintaining a log of vehicles that have special authorization. The host resident should be prepared to provide a description of the visitor's vehicle including the license plate number and parking location. Residents should be especially aware of this

requirement, because vehicles for which responsibility cannot be determined may be towed from Hagerstown Housing Authority property. **Please remember that there is a 24-hour limit on use of a visitor parking space.**

F. Handicapped Parking

All vehicles utilizing handicapped spaces must display a state-issued permanent plate or state-issued hangtag designating it as authorized to park in a handicapped space. If this requirement is not met, the vehicle may be towed. Having a handicapped designation does not exempt the vehicle from the registration process and policy.

G. Citations, Towing, and Loss of Parking Privileges

1. Citations are issued for violations of the parking policy. Some examples of violations are:
 - Unregistered vehicle
 - Transfer of permit [subject to immediate tow]
 - Parking in a reserved area
 - Unauthorized use of a handicapped space
 - Altering/falsifying permit [subject to immediate tow]
 - Parking in No Parking area (or area not marked as permitting parking)
 - Double-parking
 - Washing/Working on vehicle (where prohibited)
2. Vehicles which accumulate three (3) or more citations may be towed immediately upon the issuance of the third citation and on each subsequent citation. If the vehicle belongs to a resident, the resident's parking privileges may be suspended for a period of sixty (60) days during which time they will not be allowed to park on Hagerstown Housing Authority property. Residents will be notified in writing of the dates of the suspension. If a resident believes the suspension is unfair, they may file a written appeal with the Executive Director of the Hagerstown Housing Authority or his designee, within seven (7) calendar days of receiving the suspension letter. The notification letter will explain the appeal process. The resident will be notified of the decision on their appeal within (7) calendar days of consideration of the appeal. If a meeting is scheduled, the decision on the appeal will be issued within seven (7) calendar days of the meeting.
3. A vehicle with suspended parking privileges will be towed each time it is discovered on Housing Authority property after being suspended. Repeated violations during suspension may result in the resident's parking privileges being permanently revoked.
4. A vehicle belonging to a non-resident which has incurred three (3) or more citations, thereby showing a disregard for the Hagerstown Housing Authority's parking policies, may be towed upon the issuance of the third citation and for each subsequent violation.

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Exhibit K

VISITATION POLICY

A *guest/visitor* is defined as a person temporarily staying in the Unit any part of the day or night, without regard to the length of stay, with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant. The number of overnight visitors may not cause the total number of persons in the dwelling Unit to exceed the occupancy standards for the dwelling Unit as set forth in Section 13.2 of the Admissions and Continued Occupancy Policy (ACOP).

The tenant has the right to exclusive use and occupancy of the leased Unit by the members of the household authorized to reside in the Unit in accordance with the lease, including reasonable accommodation of their guests [24 CFR 966.4]. The head of household is responsible for the conduct of visitors and guests, inside the Unit as well as anywhere on or near Housing Authority's property [24 CFR 966.4].

- Visitors staying more than seven (7) consecutive days must obtain a visitor pass. The total number of visitation days, with or without a visitor pass, cannot exceed forty-two (42) cumulative visitation days in any twelve (12) month period. All visitors eighteen (18) years of age and older may be required to provide a photo ID.
- Visitor passes are issued at the discretion of the Authority and contingent on the applicant screening process.
- A family may request an exception to this policy for valid reasons (e.g. care of a relative recovering from a medical procedure or family member on military leave).
- An exception will not be made unless the tenant can identify and provide documentation to the satisfaction of Housing Authority, of the residence to which the guest will return at the conclusion of the visitation period.
 - Former residents who have been evicted for criminal or drug activity or disturbances within the last twelve (12) months are not permitted as overnight guests.
 - Under no circumstances will a person whose name appears on the Housing Authority No Trespass list be permitted as a guest.
 - Guests who represent the Unit address as their residence address for receipt of benefits or any other purposes will be considered unauthorized occupants. In addition, guests who remain in the Unit beyond the allowable time limit will be considered unauthorized occupants, and their presence will be considered by Landlord to be a substantial violation of a material term of the Lease.

The cumulative restriction does not apply to a Tenant with joint custody of a child when the Tenant is not the primary custodian of the child, but shares custody or familial visitation. In this case, the child will be considered a visitor of the non-primary custodian unless/until the child spends more than one-half (1/2) of the calendar year (cumulative) with the non-primary custodian (Tenant). If this is the case, the child is no longer considered a visitor, and the Tenant will be required to add the child to their lease. The Tenant must notify the Housing Authority of the presence of the non-custodial child within fourteen (14) days of the first visit, as well as the determined or anticipated terms of visitation. The non-custodial parent/Tenant shall be required to provide documentation of the terms of visitation/custody.

Fulltime college students who were part of the family prior to going to college but who have been removed from the Lease and who now live at college during the school year and who are not considered an unauthorized member of the household may visit for up to one hundred twenty (120) days per year without being considered a member of the household. In such cases the family will not be entitled to an additional bedroom and must submit to Housing Authority documentation that the student is currently enrolled in college, and must request and receive authorization from the Housing Authority for the planned dates of visitation (i.e., student days off within the academic calendar)

A full-time college student who is on the lease and is a member of the household is not subject to this paragraph.

Housing Authority will review the following types of documentation to help in its determination of a visitor's status:

- Absence of evidence of any other address could be considered verification that the visitor is an unauthorized occupant.
- Statements from neighbors, police reports and/or any other reliable source will be considered in making the determination.
- Use of the Unit address by the visitor for any reason could be construed as the Unit address being primary place of residence.

The burden of proof that the individual is an authorized occupant or visitor is entirely on the family. In the absence of such proof, the individual will be considered an unauthorized occupant and Housing Authority will consider this to be a substantial violation of a material term of the Lease and may take lease enforcement action against the Tenant.

Exhibit L

SMOKE-FREE HOUSING POLICY

Walnut and Potomac Towers effective 12/01/2013
Family Communities effective 08/01/2014

I. INTRODUCTION

HUD and the Hagerstown Housing Authority are committed to providing healthy and safe living conditions for our residents. As stated in PIH Notice 2009-21 and again in PIH 2012-25 HUD strongly recommends and supports the idea that Housing Authorities implement no-smoking policies in all Public Housing Units. To that end, the Hagerstown Housing Authority is implementing a No-Smoking Policy which was phased into all communities beginning December 1, 2013, and is not fully in effect.

II. GENERAL POLICY

- A. After the effective dates, smoking will not be permitted on Housing Authority property except in areas designated for smoking. Smoking will not be permitted in housing Units, Common Areas, Administration building, community buildings, and playgrounds. The smoking ban applies to all residents, family members, applicants, guests, employees, contractors or other person(s) on Housing Authority property.
- B. The first phase of the No Smoking Policy will be implemented at Walnut and Potomac Towers beginning December 1, 2013. The family communities will be phased in at a later date. Notification to the residents of the effective date in those communities will be published in the newsletter, posted on community bulletin boards and fliers delivered to the individual Units.
- C. Smoking will be permitted at designated smoking areas and/or at locations which are a minimum of 25 feet from any building entrance, window, or a closed or semi-closed entryway, whether covered, top or side. Also, smoking is prohibited on a handicap ramp leading to a specific entrance regardless of distance to the building.
- D. Periodic smoking cessation classes will be scheduled for residents wishing to participate. Notification of such events will be published in the resident newsletters and/or announced at resident meetings. Participation is not required but is being offered to those tenants who wish to stop smoking.
- E. Any resident, family member, guest or other person in violation of the No-Smoking Policy will be deemed to be in violation of the material term of the lease and could face eviction.

The C. Williams Brooks Mid-Rise was designated smoke-free from inception and so does not fall under this policy. The Brooks lease already incorporates restrictions that mirror those above.

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