

St. Clair Housing Commission

400 South Third Street - St. Clair, Michigan 48079 Phone:
(810) 329-9141 - Fax: (810) 329-8140

Tenant Handbook

Welcome Home!

(Effective August 1, 2021)

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Welcome Home!!

The St. Clair Housing Commission extends to you and your family a most cordial welcome to your new home!

Your home has been provided with the assistance of your Federal Government through the Department of Housing and Urban Development to insure persons of modest income with decent, safe and sanitary homes. The St. Clair Housing Commission is especially proud of this achievement to provide you with a comfortable home. We are confident that during your residency here, you will acquire the same feeling of pride that we have in these homes.

Mission Statement

“The mission of the St. Clair Housing Commission is the same as that of the Department of Housing and Urban Development; To promote adequate affordable housing, economic opportunity and suitable living environment free from discrimination.

We hope you will be considerate of your neighbors and their rights. Be friendly, and at all times a good citizen of the community. It is our goal and responsibility to provide you with good neighbors. Please help us ensure this goal by being a good neighbor.

The St. Clair Housing Commission wishes you a pleasant stay and every success to families in their quest for eventual home ownership. Best wishes for a happy home!

Introduction

This Tenant Handbook is part of your Dwelling Lease by reference and you are obligated to observe the terms of both with equal exactness. Our rules and regulations are necessary to keep operating expenses at a minimum, thus maintaining our low rent schedule, and to insure successful management/tenant relations. From this Handbook you should have a better understanding of what is expected of you, your household members, and your guests during your residency here.

All tenants are encouraged to take the time that is necessary to read completely the Dwelling Lease along with all attachments including this Tenant Handbook and more importantly understand their contents. Please consult the Management Office of the St. Clair Housing Commission with any questions or concerns.

The Management Office is located at:

*400 South Third Street
St. Clair, MI 48060
Phone: (810) 984-3173
Fax: (810) 984-6430*

Hours: Monday- Friday 8:00 am to 4:30 pm

The St. Clair Housing Commission is governed by a board of five commissioners. The current Members of our Board of Commissioners are available in the Management Office.

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Frequently Used Telephone Numbers

St. Clair Housing Commission

Management Office(810) 329-9141
 Hearing Impaired (TDD) Line Michigan Relay Service

Office Hours:
 Monday through Friday 8:00 am - 4:30 pm
 Closed Holidays

Maintenance Office(810) 329-9141

EMERGENCY MAINTENANCE NUMBER.....(810) 984-6410

When system answers, Press #1.
 To be used ONLY for maintenance emergencies

EMS, Fire Department, Police Department..... 911

Police Non- Emergency (810) 329-5710

CAPTURE (810) 987-6688

Drug Task Force..... (810) 985-8201

(800) 243-DRUG

Hospitals and Health Services:

Lake Huron Medical Center.....(810) 985-1500

River District Hospital.....(810) 329-7111

McLaren - Port Huron Hospital..... (810) 987-5000

Poison Control Center.....(800) 764-7661

St. Clair County Health Department(810) 987-5300

Utilities:

Cable..... Television/Internet

Comcast.....(888) 266-2278

AT&TU-verse.....(855) 632-8210

Maintenance EMERGENCY (810) 984-6410

DO NOT make any repairs or alterations without the written consent of the St. Clair Housing Commission management.

All residents must promptly call in any needed repairs they notice in their apartments including faulty or damaged equipment. **You must have a touch-tone telephone to use our answering system.** Each report will be given prompt and courteous attention. These homes must be properly maintained for a long period of time and there is no excuse for any structure showing signs of neglect. Full cooperation by the resident is required to permit Management to keep the dwellings in a decent, safe, and sanitary condition.

Normal repairs (referred to as “routine work orders”) should be called in to the St. Clair Housings Commission office line (810) 329-9141. These repairs will be completed during normal working hours.

EMERGENCIES should be called in immediately regardless of the time to (810) 984-6410. When the system answers, Press #1. Please clearly leave your name, contact telephone number, address including your apartment number, and a short description of the problem. If it is after hours, our 24-Hour Emergency Line will alert us, and we will respond immediately. Reasons to call in an “emergency work order” are:

- You are locked out of your apartment
- Electrical hazards or power failure
- Elevator malfunction
- Sewer or drain back ups
- Water leaks that are causing damage
- Smell of gas in or around your unit
- No heat (in winter months)
- Toilet is plugged or overflowing

If repairs are required due to neglect, carelessness or abuse on the part of the resident and/or their household or guests, a charge will be assessed to your account according to our Damage and Service Charge Schedule which is supplied to all residents at move in and annually as it is updated or will be computed on a time and material basis in accordance with local prices and wage rates.. These charges must be paid in full within fourteen (14) calendar days after the charge has been placed on your account.

Please do not ask our maintenance staff to do any work directly. A work order will be issued for any additional work to be done.

Your New Home!

Your Mailing Address:

Your mailing address is included on your lease and should include your full name, street address, and apartment number.

Your Telephone Number:

It is your responsibility to contact the telephone carrier of your choice should you wish to have a landline installed. Please keep the Management Office of the St. Clair Housing Commission informed of all current resident telephone numbers to include both landlines and cellular lines.

Your Email Address:

Please keep the Management Office of the St. Clair Housing Commission informed of the head of household's (or another responsible adult on the lease) current email address at all times.

Your New Home:

Our facilities are open to all persons without discrimination. The policy of the St. Clair Housing Commission is to permit no intolerance of any kind and will terminate the Lease of any person who chooses to disturb the peace with intolerant activity.

The rules and suggestions are not meant to restrict you in your new apartment, but to familiarize you with those items about which you will want to be informed from time to time. We cannot hope to cover everything in this booklet, about which numerous questions will undoubtedly arise. We reserve the right, therefore, to add to or change the instructions and suggestions contained herein without further notice.

You are participating in a HUD program. Because of this, there may be additional responsibilities that you as the tenant, and us as your landlord, are required to fulfill which may not take place on the private market.

Keys and Lock Changes:

One entrance, apartment and mailbox (a total of three (3)) keys will be issued to each adult person on lease.

Tenants requiring a replacement key will be charged a Lost Key Fee per key at the rate listed on the Damage and Service Charge Schedule.

Locks will be changed as a standard procedure prior to a new tenant move in. Any lock changes requested by the tenant after moving in will be subject to a standard charge at the rate listed on the Damage and Service Charge Schedule.

Insurance:

The St. Clair Housing Commission carries Fire & Extended Insurance Coverage as well as General Liability on all of its buildings and grounds. These coverages DO NOT cover your

personal belongings regardless of the reason for theft or damage.

Should you choose to have Renter's insurance, it is YOUR responsibility to purchase

RENTER'S INSURANCE to cover all of your personal belongings (i.e., furniture, clothing, personal appliances, etc.) in the event of theft or damage from fire, water damage, and other causes of loss which may occur while residing in your apartment. The St. Clair Housing Commission CANNOT reimburse residents for the loss or damage of personal property **no matter what the cause may be**. This includes damages or loss resulting from vandalism, fire, sewer back-up, broken pipes, theft, etc.

You are urged to contact your insurance agent to obtain this insurance. If you do not have an insurance agent, please check the Yellow Pages of the Telephone book under Insurance and select one of your choice. It is always good practice to obtain more than one quote to ensure you are getting the best price.

Utilities:

Water:

Water is furnished by the St. Clair Housing Commission. Please report water leaks of any kind to the Office promptly.

Allowing outside or inside water to run needlessly or excessively is strictly prohibited. Wasteful use of outside water such as washing vehicles or other large items (such as recreational vehicles) is strictly prohibited.

Concerns, Complaints, and Suggestions:

All residents are welcomed to state their concerns, complaints, issues and suggestions directly to the St. Clair Housing Commission by contacting the Property Manager.

Parking:

All vehicles must have a valid parking permit issued by the St. Clair Housing Commission to park in our parking lots. You will need to bring a copy of your vehicle's registration to receive a permit. Vehicles should be registered to a member of your household. Each family is allowed one permit. **VEHICLES WITHOUT VALID PERMITS WILL BE TOWED AT THE OWNER'S EXPENSE**. Please refer to our Parking Policy, included as an attachment to your lease, for further information which will include other reasons vehicles could be towed at the owner's expense.

There will be no assigned parking spaces for any reason.

Visitors are NOT allowed to park in the parking lots at any time. They are to park in designated visitor areas. Tenants are responsible to ensure their visitors follow this policy.

Important Information

Dwelling Lease:

Your Lease is an important document and contains personal information such as your monthly rental amount, your security deposit, and your responsibilities. Treat it as you would other valuable papers. We recommend that you re-read it carefully at your first opportunity. Consult the Management Office if you are in doubt concerning any conditions of your Lease.

Monthly Rent:

Your rent is based on your choice of family income or is set at the flat rent for your bedroom size. Consequently, rents are subject to change based upon changes in your family's income or composition, changes in the flat rent amount, or changes in the regulations provided by the Department of Housing and Urban Development.

If you have selected for your rent to be computed on your family income, you will be required to provide verifications of all household income and deductions at least annually at the time of your re-certification. Failure to do so could be cause for eviction and termination of your lease.

If you have selected flat rent, you will only be required to provide verifications of all household income and deductions every three (3) years.

Regardless of which rent you have selected, you must report within ten (10) calendar days of their occurrence any of the following changes in household circumstances when they occur between Annual Rent Re-certifications:

- a. A member has been added to the family through birth, adoption, or court awarded custody.
- b. A household member is leaving or has left the family unit.
- c. An increase in household income or a change in a source(s) of household income.

Any members the tenant wishes to add to the household not listed in (a) above, must complete an application and go through the screening process with Landlord and will be either approved or denied based on all normal screening requirements. Members denied will not be allowed to reside in the household. Failure of the tenant to abide by this determination can result in lease termination and eviction pursuant to your Lease.

Tenants paying rent based on income may also want to report other changes. Please refer to your Lease for details.

You will be notified of any changes to your monthly rental amount pursuant to the provision noted in your Lease.

Rent Due Date:

Your monthly rent is due and payable in full in advance on the first day of each month. We appreciate your cooperation in making payment on or before the due date. Rents not paid in full by the date noted in your Lease will be subject to a late charge and you

may risk your lease being terminated and losing possession of your apartment. Please refer to the "Rent Collection Policy" included as an attachment to your lease. If unforeseen difficulties arise, do not wait until the day your rent is due to discuss the matter with your Property Manager. The nature of our low-rent operation does not permit tolerance of late rent payments. The firm stand we take on this is in the best interest of residents and essential to the continuance of this low-rent program.

Chronic late rent payers are subject to eviction.

Security Deposit:

All residents will be required to furnish a security deposit, payable as outlined in your Dwelling Lease. The Deposit will be returned in full upon vacating if the following conditions are met:

- 1) Your rent is paid in full at the time of vacating.
- 2) You have paid all service charges due because of damages to the premises beyond normal wear and tear.
- 3) No extra cleaning or repairing is necessary after you vacate your home.
- 4) The Management incurs no rent loss because of your failure to give the required advance notice of your intent to vacate.
- 5) All keys to the unit are returned to the Management Office before vacating.
- 6) Court fees and any other charges due under the Lease.

Drop Boxes:

A drop box is also located at the Management Office for your convenience for the hours when we are closed.

Making payments:

For those residents who choose to make payments on their account using a drop box, please remember:

1. To avoid a late charge, your rental payment must be in the drop box by 11:59pm on the 10th of each month.
2. When using any drop box for payments, please pay with CHECK OR MONEY ORDER ONLY. Do not put cash in any drop box. The St. Clair Housing Commission will not be responsible for any lost payments placed in the drop box. Although this has not been a problem, please understand your use of the drop box is at your own risk.

For returning Keys:

Only the Drop box located at the Management Office can be used to return keys.

In the event that tenant uses the drop box located at the management office to return keys after hours or on weekends or holidays, it should be understood that official receipt of the keys will not be documented until the keys are extracted from the drop box which shall be the next day the management office is open for business.

Lock Outs:

Title:	SCHC Tenant Handbook
Introduced:	05-18-2021
Adopted effective:	08/01/2021
Resolution No.:	2020-10

Residents must contact the Office if you are locked out of your apartment. Our employees will only let members of the household who are listed on the Dwelling Lease into the apartment should they be locked out. There is no charge for this service during normal business hours unless you have utilized this service more than three (3) times within months. The fee charged for this service is listed on your current Damage and Service Charge Schedule. After hours, residents need to call our 24-Hour Maintenance Voice Mail System. The fee charged for this service is also listed on your current Damage and Service Charge Schedule, which has been included as an attachment to your lease.

Use of Your Apartment:

Your apartment must be used as the primary residence for your household and cannot be subleased.

Absence from Your Apartment/Abandonment:

“**Absence**” means that no member of the family listed on the dwelling lease is residing in the unit.

You and your family can be absent from your apartment for periods of up to sixty (60) calendar days without SCHC approval, however, the tenant must contact the SCHC Management Office within fourteen (14) calendar days of the onset of the absence and provide contact information for the family, as well as contact information for a responsible party (up to and including a temporary Power of Attorney if deemed necessary) to represent the family to assist with any issues that may arise during the period of absence.

Absences of more than sixty (60) calendar days must be approved by the SCHC. Absences between 60-180 calendar days may be approved by the SCHC for extenuating circumstances (i.e., illness, incarceration, etc.). All other Program/tenancy obligations must be met, or the risk of Program/lease termination may occur.

The family must supply any information or certification requested by the SCHC to verify that the family is living in the unit, or relating to family absence from the unit, including any SCHC requested information or certification regarding the purposes of family absences. The family must cooperate with the SCHC for this purpose.

Authorized absences may include, but are not limited to:

1. Prolonged hospitalization;
2. Absences beyond the control of the family (i.e., death in the family, other family member illness);
3. Incarceration;
4. Other absences that are deemed necessary by the SCHC.

Any family absent from the unit for more than one hundred eighty (180) calendar days, regardless of good cause or not, will be terminated.

“Abandonment” is distinguished from an absence from your apartment by the failure to pay your rent and failure to acknowledge or respond to notices from the SCHC regarding overdue rent. (If rent is paid, a tenant is still in possession, whether or not the unit appears to be vacated.)

The St. Clair Housing Commission will consider a unit to be abandoned if/when a resident has both fallen behind in rent with no response or acknowledgement of notices from the SCHC AND has clearly indicated by words, actions or inactions, an intention not to continue living in the unit.

Lead-Based Paint:

It is very important that you read the Lead-Based Paint information that has been included as an attachment to your lease! **When you sign your Lease, you will be certifying that you have received, read, and understand about Lead Poisoning.**

Malicious Destruction of Property:

Residents are encouraged to report malicious destruction of property to the Management Office. Problems after Housing Commission hours should be reported to the St. Clair Police Department.

Pets:

Various pets are allowed, however they are strictly regulated. Application to the St. Clair Housing Commission must be made PRIOR to obtaining a pet. If approval is granted, then the pet can be moved into your home.

There are **MANY restrictions and fees involved**. Please refer to the Pet Policy which has been included as an attachment to your lease. Failure to follow this policy MAY result in eviction proceedings being initiated.

Economic Uplift and Self-Improvement:

The St. Clair Housing Commission is committed to providing opportunities for economic uplift and self-improvement for our residents. Through this end, we try to offer or provide referrals to various programs such as:

- Self-Sufficiency Program
- Homeownership
- Opportunities Resident
- Training/Education
- On-Site Health Facilities/Screening
- Elderly Care and Services Coordination

Resident Councils and Involvement:

The St. Clair Housing Commission formally recognizes Resident Councils and has developed a system of ongoing communication and collaboration with each Resident Council. The development and continuation of active Resident Councils is strongly encouraged.

Further, the St. Clair Housing Commission makes every effort and strongly encourages resident involvement in policy development and planning. To this end, a resident is appointed to the Board of Commissioners and residents will be encouraged to participate on committees when a committee has been formed. The St. Clair Housing Commission has also created a Resident Advisory Board which meets at least twice annually and reviews policies and procedures in the areas of resident screening, security, maintenance, operating budgets, development and implementation of resident programs, and relocation plans.

Anyone interested in serving in any capacity should contact the St. Clair Housing Commission.

Screening of Applicants:

The St. Clair Housing Commission has implemented policies that provide for background checks and the screening of applicants prior to admission (as well as at certain times during residency). Please refer to the posted Admissions and Occupancy Policy for further details.

Rules of Occupancy

Our Rules of Occupancy require that the tenant agree to the following:

1. The tenant shall use the premises as a private dwelling for himself or herself and the person's names in the Lease, and addendum if applicable, and shall not permit its use for any other purpose without written permission of the Landlord.
2. The tenant has exclusive use and occupancy of the dwelling unit, which includes reasonable accommodation of the Tenant's guests, visitors and, with the consent of the Landlord, foster children and/or adults and the live-in care giver of the Tenant's family.

The Tenant further agrees to:

- Keep the dwelling unit in a clean and sanitary condition.
- Not to make repairs or alterations without the written consent of the Landlord.
- Not to display any signs whatsoever.
- Not to use screws or other adhesive fasteners except as prescribed by Management and to notify Management promptly of the need of any repairs to the premises.
- Dispose of garbage and other waste from the dwelling unit in a clean and safe manner and in the manner prescribed by Management and to not litter the grounds or common areas of the property.
- To follow all rules and regulations of Management concerning occupancy, use and care of the premises, and of any common areas or community space including stairwells, halls, laundry rooms, etc.
- With proper notice given, permit Management to enter the premises at all reasonable hours to inspect same.
- Not to keep, feed or allow any animals or pets on the leased premises without the prior approval of the Landlord.
- To authorize the Landlord to dispose of any personal property left on the premises by the Tenant at move out time.
- Not to install any type of play equipment such as trampolines, swing sets, monkey bars, etc.
- Not authorize anyone who does not live in your apartment to "use your address" as this will constitute a roomer and boarder and may cause eviction proceedings.
- Notify the Landlord of any extended periods of time the unit will be vacant.

- To use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they were intended.
- Not undertake or permit family members or guests to undertake any hazardous acts or do anything that will damage the property or disturb the rights or comfort of neighbors.
- Not to destroy, deface, damage or remove any part of the dwelling unit, common areas, or property grounds.
- Not to park any unregistered or un-inspected vehicles or vehicles without valid Housing Commission permits on the property or park any vehicle in an unauthorized location.
- Not store or carry illegal weapons on Landlord property and to adhere to the St. Clair Housing Commission's Weapons and Firearms Policy.
- Not permit persons listed on the Landlord's No Trespassing list in the dwelling unit.
- Be responsible for all personal belongings and for the purchase of Renters Insurance on those belongings, Should the Tenant choose to have such insurance.
- Not allow guests to stay in the household for a period of time that exceeds a cumulative time of fourteen (14) days in any twelve (12) month period.
- Not to disable the operation of the smoke detector in any way and to maintain and test all smoke detectors regularly between the Landlord's inspections and to notify the Landlord immediately of any smoke detectors that are broken or malfunctioning.
- Immediately report to the Landlord when a member has been added to the household through birth, adoption, or court-awarded custody or when a household member is leaving or has left the unit.
- Immediately report to the Landlord the discovery or suspicion of bed bugs or any other pest. Please refer to the Bed Bug Policy, which has been include as an attachment to your lease.
- Request Landlord approval prior to adding any other members to the household.
- To act in a cooperative manner with neighbors, police officers, and Housing Commission staff. To refrain from acting or speaking in an abusive or threatening manner toward neighbors, police officers, and Housing Commission staff.
- To follow the Pet Policy (please refer to the Pet Policy which has been included as an attachment to your lease).

- To perform Community Service as required (please refer to the
- Community Service Policy, which has been included as an attachment to your lease).
- Not to wash vehicles on the premises

Roomers and Boarders:

Under no circumstances may roomers, boarders, or other extra persons, whether relative, friend, or stranger be permitted to share your dwelling unit. Possession of your dwelling unit shall under no condition be sublet or transferred to anyone. Your Dwelling Lease specifically provides that the premises you occupy are for your exclusive use and the members of your household as named on the latest Dwelling Lease and/or Addendum. Allowing unauthorized persons to occupy your dwelling unit may result in eviction proceedings.

In addition, and as stated above, you are restricted from giving anyone not living in your household your permission to use your address. **If someone is using your address who is not listed on your lease, this will be considered this person's place of residence and you may be evicted for having a roomer and boarder.**

Terminations/Evictions:

The St. Clair Housing Commission will evict any resident who:

- 1) Is determined to be involved, or allows any member or other person under the tenant's control to be involved, in any drug related criminal activity **on or off the premises**, or guests on or near the premises.
- 2) Abuses alcohol in that it interferes with the health, safety, and right to peaceful enjoyment by other residents.
- 3) Engages in any criminal activity that threatens the health, safety or right to peaceful enjoyment by other residents.

Please refer to your Lease and the posted Admissions and Continued Occupancy Policy for all other reasons for termination/eviction.

House Rules

Air Conditioning:

The Housing Commission does not provide air conditioner units. Due to safety and egress reasons, you are not allowed to install a window air conditioner in the windows. However, there is an air conditioner sleeve located below the living room window. Residents wishing to utilize the air conditioning must complete the necessary paperwork and will be required to pay an excess utility charge per season. A resident's failure to complete and return the required forms by the deadline may be subject to additional miscellaneous fees. Non-payment of the above fees could result in possible eviction. See the excess utilities charges are posted in the Management Office.

Apartment Entry Doors:

For your health, all buildings have air make-up systems installed in each common hallway to provide for circulation and fresh air. So, this system can work effectively and efficiently, we ask that all residents **keep their hallway doors shut at all times**. If you leave your door open, it overloads the air make-up system and causes mechanical problems. The system could shut down causing our hallways to be without cool and fresh air. **EVERYONE MUST COOPERATE** to help keep the air make-up system working properly.

Contagious Diseases:

The resident must report to the Health Department and the Management Office any cases of infectious or contagious disease occurring in a dwelling. Consideration for yourself and family, as well as all other residents, requires such immediate reporting. The residents must strictly observe all quarantine regulations.

Crime:
The St. Clair Housing Commission adheres to a strict "zero tolerance" policy toward criminal activity. Involvement in a criminal activity of any kind can result in eviction. The St. Clair Housing Commission will evict any resident who is determined to be involved in any drug related criminal activity or abuses alcohol in such a way to interfere with the health, safety, and right to peaceful enjoyment of other residents.

Residents are encouraged to contact local law enforcement with knowledge of suspected criminal activity.

Decorating:

Generally, the following rules apply for the decoration of your apartment:

- It is recommended that small nails be used for hanging pictures.
- Installation of contact paper, wallpaper border, or wallpaper is strictly prohibited.
- Painting or tampering with the exterior of the building is not allowed.
- Painting on the interior is subject to approval of the St. Clair Housing Commission management.
- Repairs or structural changes of any kind to either the interior or exterior of the dwelling is strictly prohibited.

Drug Free Public Housing – How You Can Help:

Title:	SCHC Tenant Handbook
Introduced:	05-18-2021
Adopted effective:	08/01/2021
Resolution No.:	2020-10

The St. Clair Housing Commission **will not tolerate drugs** in public housing. Your dwelling lease specifically points out to refrain from illegal or other activity which impairs the physical or social environment. If a tenant is in violation of this, eviction proceedings will be pursued.

The St. Clair Housing Commission maintenance and management staff have no direct ties with the Drug Task Force, so **we are asking you, the tenants, for your help** and in return you will be helping all of us.

Extra Appliances

Since all utilities are included in your rental amount, there is an annual flat charge per appliance for the additional cost of utilities (excess utility charge). These fees are reviewed on an annual basis and are posted in the SCHC Management Office.

Grounds and Common Areas:

The St. Clair Housing Commission is responsible for the general care and maintenance of all grounds and common areas. Each resident, however, is responsible for cleaning up by removing their personal belongings, garbage, etc. after using any of these spaces.

Inspections:

Regular inspections of your apartment are required to be completed each year. Inspections are completed for various reasons including, but not limited to, Housekeeping, maintenance, special HUD inspections as well as random inspection as deemed necessary.

Housekeeping:

Your apartment will be inspected at least annually by a Housing Commission representative and more often if there are concerns or problems regarding housekeeping. Random inspections are also conducted and your household could be selected at any time. If you are selected, you will be given 48 hours advance written notification. We will be looking for:

- ◆ Damage to kitchen cabinets, counter tops, shelves, etc.
- ◆ Broken or cracked windowpanes and torn screens
- ◆ Interior and exterior of the range, oven and refrigerator for excessive dirt or food spillage that could pose a fire safety issue or attract pests and/or rodents
- ◆ Damaged or leaking faucets, toilets, drainpipes, shower heads, etc.
- ◆ Clogged drains
- ◆ Excessive dirt or food spillage on floors that may attract pests and/or rodents
- ◆ Damage or excessive dirt, grease, etc. to any portion of the interior or exterior of the building which includes all doors, doorknobs, walls, floors, lighting fixtures, plumbing or electrical parts, etc.
- ◆ Overall will check for abnormal wear and tear, for fire and safety hazards, and for unsanitary issues that may pose a threat to a person's health or attract pests and/or rodents.
- ◆ It is very important that you keep all appliances in the same condition as the day you moved in. For example, appliances that are white in color must remain white in color.
- ◆ Please refer to "Information on Your Housekeeping Inspection" in this

Handbook for further information on why they are conducted and what we are looking for.

Department of Housing & Urban Development:

Since you are participating in a government program, occasionally your apartment may also be inspected by HUD personnel. They will be looking for many of the same items noted above. You will be notified in advance if your apartment may be selected for this inspection.

Failed Inspections:

Should your apartment contain failed items during an inspection noted above, you will be notified.

For items that are the Housing Commission's responsibility:

- ◆ A work order will be generated.

For items that are **YOUR RESPONSIBILITY:**

- ◆ A work order will be generated.
- ◆ You will be sent notification regarding the deficiencies as well as the time frame for which you will have to correct the deficiencies.
- ◆ A follow-up inspection will be scheduled.
- ◆ Should the corrections not be made, further action may be pursued by the SCHC.
- ◆ Should you fail an inspection that involves a health or safety issue that is due to tenant negligence, there may be a charge to your account for the time involved to correct the issue and eviction could result.

Keys and Lock Changes:

Locks to entrance doors are changed as standard procedure and keys are provided to all residents at move in. Additional keys may be requested by the resident by contacting your Property Manager. Additional fees may apply, and some requests may be denied depending on the circumstances.

Residents are NOT ALLOWED to install their own door locks of any kind on any entrance or interior doors. This includes locking door handles, hook-and-eye locks, etc.

Laundry:

PLEASE FOLLOW THE POSTED INSTRUCTIONS CAREFULLY TO AVOID DAMAGE
The Laundry Room is open at all times for your convenience. As a courtesy to others, please limit usage to no more than two washers/dryers at any one time. Be accountable for your clothing and clean the equipment after each use. If a machine you are using is not working properly please contact the office immediately. Liquid detergent only is to be used in the washing machines. No powder detergent to be used. Please make sure to clean up after yourself.

Peaceful Enjoyment:

Show consideration of your neighbors by applying the "Golden Rule". This will eliminate any

complaints of this type. Have your parties, play your radio or television, sing that song, but remember, there is a proper time and place to soft-pedal your activities or to stop them entirely. Good neighbors always do!

Noise and disturbances are lease violations. Complaints of loud music, parties, televisions, children, etc. can result in eviction. Sound systems, televisions, radios, etc. must be kept at a sound level that does not disturb other residents.

Political Meetings:

The Management has no interest in, nor control over, political activities of the tenants except that in its desire to avoid difficulties, it hereby prohibits the use of our facilities for the conducting of political meetings. Each eligible voter, however, is urged to Register and Vote.

Smoking:

Smoking is strictly prohibited in all Housing Commission buildings. Areas include community room, all offices, apartments, and all hallways.

Additionally, persons smoking outside MUST leave the area as they found it. For example, cigarette butts must be disposed of properly in proper containers (provided by the SCHC). They cannot be left on the ground. Please help us to keep your home looking good!!

Wellness Checks:

For your safety, the St. Clair Housing Commission may occasionally perform a wellness check if it is felt that you may be at home but unable to answer your door or telephone due to injury or illness, or at the request of a family member who is concerned about your wellbeing but unable to perform the check personally. These checks will be conducted during working hours only and attempts will be made to contact you by telephone and/or knocking on your door before entering your apartment.

Wildlife/Stray Animals:

DO NOT feed the wildlife (such as squirrels, chipmunks, etc.) or any stray animals. It is OK, however, to feed birds through the use of bird feeders only provided for that specific purpose.

Upkeep, Use, and Features of Your Apartment

As a good housekeeper, you will want to keep your home neat and clean at all times. Following are the occupancy standards set by the St. Clair Housing Commission. Residents are required to comply with these standards.

Appliances:

Range/Oven:

The St. Clair Housing Commission has supplied each apartment with an electric cooking range and oven. It is the resident's responsibility to maintain and clean it as follows:

- Remove soil after every use using hot soapy water after the range has thoroughly cooled. DO NOT allow food spills to remain on the surface as they could dull the surface, but more importantly could provide for a fire hazard.
- The original color of your appliance must be apparent at all times.
- DO NOT use abrasive cleaners on the surface.
- DO NOT spray cleaners on electrical controls, thermostat or switches, they can short circuit.
- Make sure all burners are completely cooled prior to removing the burner covers to clean. Wash them in warm soapy water. Clean thoroughly around each burner while the covers are removed.
- Clean the interior of the oven with an approved oven cleaner and use as directed.
- Allow oven to cool prior to cleaning.
- DO NOT spray oven cleaner on the oven door seal.
- Wear rubber gloves when using any chemical cleaner.
- Contact the Office during work hours if your range/oven malfunctions, if your burners smoke or need adjustments, or if your "Fire Stop" containers discharges.

Refrigerator:

The St. Clair Housing Commission has supplied each apartment with a frost-free refrigerator. It is the resident's responsibility to keep it clean as follows:

- The manufacturer suggests you keep the temperature setting for best results.

- Set the temperature for the freezer section in the middle.
- At least weekly, clean the exterior with mild dish soap and warm water, then dry. The original color of the appliance must be apparent at all times.
- At least monthly, clean all shelves with mild dish soap and warm water, then dry and vacuum the dust off the coils and clean the floor underneath.
- At least every 6 months, even though your refrigerator is frost free you need to defrost your freezer by:
 - Turn the refrigerator and freezer off
 - Unplug the unit
 - Remove all food from both sections and store in coolers
 - Open both doors
 - Leave your refrigerator this way for at least 12 hours (this defrosts any ice that may have built up inside the walls of the unit)
 - DO NOT USE SHARP OBJECTS in the defrosting process.
 - Thoroughly wash down all walls and shelves and dry
 - Plug the appliance back in
 - Set the temperature as recommended above in both areas
 - Replace all food (do not over pack the freezer unit, this does not allow air to circulate and can cause damage to both the freezer and the refrigerator)

In most cases when your refrigerator is not working properly, the St. Clair Housing Commission will utilize an outside repair company to service this appliance. Most repair companies require a 48 hour defrost period before service. Please contact the Maintenance Office with any questions should problems with this appliance occur.

Housekeeping (Interior):

Common Areas:

Due to fire hazards, you are not allowed to store any items in the common areas. Please store all items except bicycles in your apartment. Bicycles must be stored in the designated storage areas. Electric motorized mobility scooters are to be stored in your apartment. Gas motorized scooters are not allowed inside due to fire hazards and must follow regulations for that type of device (i.e., recreational vehicle).

Do not charge Electric motorized mobility scooters, or the like, in the common areas.

Doors:

To guard against damage to your doors, please:

- Always make sure they are tightly closed and latched. Do not permit

the entrance doors to slam or swing in the wind.

- Report damages to the Office.
- Take normal precautions in preventing damage to doors.

The cost of repairing damages to doors caused by the resident, their guests or visitors, or their lack of care during windy conditions will result in charges to your account.

Damages which are not the fault of the tenant, their guests or visitors, will not be the tenant's responsibility, provided the Office is immediately notified of such occurrence.

Fire hazards:

Take every precaution to prevent fires. You cannot be too careful in protecting your family, your neighbors, and your home from fire.

Please **DO NOT** permit these major causes of fire to exist in and about your home:

- Do not block any windows or doorways with furniture, boxes, materials, etc.
- Do not store excessive items causing clutter.
- Do not leave candles unattended.
- Do not allow fumes from gasoline, naphtha and flammable fluids of any kind, and other volatile liquids in your home. Such gasses can ignite and cause an explosion or fire.
- Do not allow your stove top to become greasy. This grease can ignite and cause an explosion or fire.
- Do not keep oily or greasy rags in your apartment that are not stored in covered containers.
- Do not use electrical items with frayed cords.
- Do not plug more than the required number of items into outlets.
- Do not leave matches or flammable items within a children's reach.
- Do not start outdoor fires – they are strictly prohibited.

Floors:

Resident should sweep and wash all hard-surfaced floors at least weekly using a non-abrasive floor cleaner as appropriate. Residents with carpet should also vacuum weekly and use an approved carpet spot remover as needed. Following are some helpful tips to keep your floors looking their best:

- Use rubber coasters under the legs of furniture to prevent denting and

scratching.

- Do not tack, glue, nail, or affix in any way carpet to hard surfaced floors.
- Use non-skid backing or tape to prevent rugs from sliding.
- Do not paint any hard-surfaced floors.
- Do not set hot items or burning tobacco on your floor.
- Place cardboard under items which may leave rust or scratch marks.
- Do not leave items burning such as cigarettes, cigars, candles, etc. unattended at any time.

Please consult with the Office before installing carpeting or other floor coverings.

Garbage Disposal:

Each unit is equipped with a sink-type garbage disposal. All soluble waste (garbage) is to be ground in the disposal. To use your garbage disposal properly:

1. Turn water on (cold or hot)
2. Turn on disposal
3. Gradually feed food items
4. When finished, turn off disposal and let water run for one minute

Please avoid putting items in your garbage disposal that may cause damage such as:

- All Greases (found in cooking oil, shortening, butter, margarine, meat fats, sauces, gravies and dairy products)
- Bones (including chicken bones, pork bones, beef bones)
- Corn husks
- Potatoes and peelings
- Noodles (including spaghetti, macaroni, etc.)
- Rice
- Cabbage leaves and greens
- Coffee grounds

Also, be sure to keep silverware, coins, buttons, toothpicks, and other miscellaneous objects away from your disposal.

Improper use can result in charges to your account.

Pest control:

It is a requirement of HUD that the St. Clair Housing Commission take all necessary steps to rid the apartments of pests. Therefore, we will follow all necessary steps noted below strictly. Tenants who continue to have pests which pose a threat the health and safety of their household as well as any neighbors and who do not take the required steps and precautions to rid their apartment of the pests may be evicted.

Title: SCHC - Tenant Handbook
 Introduced: 05-18-21
 Adopted effective: 08/01/2021
 Resolution No.: 2020-10

Preventive measures:

To keep your apartment free from pests and rodents, please:

- Keep all doors and windows shut unless a screen is in use.
- Do not leave food out that is not stored properly in a container or in your refrigerator or freezer.
- Regularly remove properly secured garbage from your apartment and place in the designated area.
- Sweep floors and wipe down counter tops and appliances to remove all crumbs and excess food spills after every meal.
- **Do not** bring in any furniture which was obtained from an unreliable source (such as those items set out as trash or purchased from re-sale stores or garage sales, etc.) before ensuring the item is free of pests (i.e., bed bugs, roaches, etc.).

Reporting problems:

If you notice you have pests and/or rodents, **YOU MUST** call the Office **immediately**. Upon your report or if the St. Clair Housing Commission sees any evidence of pests and/or rodents, the apartment will be treated accordingly and perform follow up inspections and further treatment if necessary.

The requirement for pest control due to tenant negligence may be charged to the tenant. If bed bugs are reported immediately which will be verified by the Pest Control Company, the cost of pest control will be paid by the Housing Commission. Please refer to the Bed Bug Policy attached to this Tenant Handbook.

Smoke detector:

As stated in your lease, all residents are responsible for ensuring all smoke detectors are in good operating order. All residents are provided with a manufacturer's user's manual for their smoke detector at move in. Please:

- Test all smoke detectors regularly between the St. Clair Housing Commission's inspections in accordance with the manufacturer's requirements (which were attached to your lease).
- DO NOT disable the operation of any smoke detector in any way (do not remove batteries, do not remove the unit, etc.).
- Notify our Office immediately of any smoke detectors that are broken or malfunctioning.

Toilets, Sinks, Tubs, Faucets:

It is of primary importance that bathtubs, wash tubs, sinks, and toilets be cleaned regularly in order to prevent accumulation of dirt rings. In cleaning bathtubs and basins, soap and non-abrasive cleaners will work as fast as gritty powders and will not damage the surface. When

enamel and fiberglass have been scratched with gritty powder, it becomes difficult to keep clean. All enamel should be treated carefully to prevent scratching and marring. Therefore, under no circumstances are you to use gritty powders or acids of any kind.

The original color of this item must be apparent at all times.

Running toilets, stopped up tubs, sinks and wash basins should be reported at once. Do not use solvents of any type for sink stoppages.

All feminine supplies should ONLY be disposed of in the proper trash containers – NEVER FLUSHED DOWN THE TOILET.

Trash disposal:

Residents must dispose of garbage, rubbish, and all waste materials in the designated containers. The small trash containers located throughout each village are for small items such as candy wrappers, cigarette butts, pieces of paper, etc. These containers are not for the disposal of household trash.

The dumpster is for the disposal of household trash. Please take precautions to ensure your trash gets placed in the dumpster and is not left on the surrounding grounds. Trash collectors empty the dumpster on a regular basis.

If a resident deposits trash in any place other than in the designated containers and is picked up and/or disposed of by Maintenance, a charge will be assessed to your account. The amount of such charges is contained in our Damage and Service Charge Schedule.

Make sure you dispose of diabetic syringes/needles in a safe and secure manner!

Please seek advice from a medical professional on the proper disposal procedures.

GRILL SAFETY TIPS

Every year, 7,000 Americans are injured while using backyard barbecue grills. It's usually a case of good products used incorrectly. To keep you and your family and friends safe, please follow these safety tips when using a barbecue grill.

ALWAYS

1. *Keep your grill away from all buildings and away from dry leaves or brush.* Farther is even better. Place the grill on a level surface. Do not use the grill under low hanging trees, wooden overhangs, overhanging porches or any other combustible material, as the fire could flare up into the structure above.
2. *Clean your grill regularly.*
If you allow grease and fat to build up on your grill, they provide more fuel for a fire. Grease is a major source of flare ups.
3. *Use long handled barbecue tools and flame retardant mitts.*
A flare up could occur and burn you if you aren't prepared. Also, coals are HOT – they can reach up to 1000 degrees F.
4. *Keep a spray bottle of water handy.*
That way, if you have a minor flare-up you can spray it with the water to instantly clam it. The bonus of this tip is that water won't harm your food, so dinner won't be ruined!
5. *Keep a fire extinguisher within a couple steps of your grill.*
And KNOW HOW TO USE IT. If you are unsure how to use the extinguisher, don't waste time fiddling with it before calling 911.

NEVER

1. *Turn on the gas while your grill lid is closed.*
NEVER do this. It causes gas to build up inside your grill, and when you do light it and open it, a fireball can explode in your face.
2. *Wear loose clothing while grilling.*
Watch for dangling apron strings and shirt sleeves.
3. *Leave a grill unattended or leave children or pets unattended near a hot grill.*
Unattended fires can double in size every minute. Plan ahead so that all of your other food prep chores are done and you can focus on grilling.
4. *Never store your grill in your apartment or the building.*

5. *Overload your grill with food.*

This applies especially to fatty meats. The basic reason for this tip is that if too much fat drips on the flames at once, it can cause a large flare-up that could light nearby things on fire.

6. *Use a grill indoors even if ventilation is provided.*

People often think it will be safe to use a grill, especially a small one, indoors. NOT TRUE. In addition to the fire hazard, grills release carbon monoxide, the deadly colorless, odorless gas. Gas and charcoal, both, need well-ventilated areas or the carbon monoxide they release can kill you, your family and pets. Until the charcoal is completely extinguished do not store the grill indoors with freshly used coals.

7. *Use gasoline or kerosene to start charcoal.*

Both can cause an explosion. After using charcoal starter fluid, cap the container and move it away from the fire.

8. *Add any type of flammable liquid starter once the charcoal is burning.*

The flame could travel up the stream of fluid and burn you.

DISPOSAL OF USED COALS

When you are done with your grill, dispose the used coals as described in this section. Used coal when improperly disposed of has started many fires, even when they were a day or more old. Because used coals can easily reignite when they are exposed to fresh coals, it is very important to follow the following precautions:

- Allow coals to burn out completely and then let the ashes cool for 48 hours.
- To dispose of the ashes, wrap them in foil and put them in an empty non-combustible container.
- If you must dispose of coals before they have completely cooled, remove them individually with long-handled tongs and carefully bury them in a can of sand or in a bucket of water. Never pour the hot coals into a pail of water, or vice versa. Steam from the briquettes may burn you.
- Never store used coals inside a building or let them come in contact with any combustible material.

GAS GRILL SAFETY CHECKS

Liquid petroleum (LP) gas or propane, used in gas grills, is highly flammable. Each year people are injured as a result of gas grill fires and explosions. Many of these fires and explosions occur when consumers first use a grill that has been left idle for a period of time or just after refilling and reattaching the grill's gas container. To reduce the risk of fire or explosion, you should routinely preform the following safety checks:

- *Check for gas leaks.*

You can make sure no gas is leaking from your gas grill by making a solution of half liquid dish soap and half water and rubbing it on the hoses and connections. Then, Turn the gas on (with the grill lid open.) If the soap forms large bubbles, that is a sign that the hoses have tiny holes or that the connections are not tight enough. If you detect a leak, immediately turn off the gas and do not attempt to light the grill until the leak is fixed. Keep lighted cigarettes, matches, or open flames away from a leaking grill.

- *Check the tubes that lead into the burner for any blockage from insects, spiders, or food accumulations.*
Use a pipe cleaner or wire to clean blockage and push it through to the main part of the burner.
- *Check grill hoses for cracking, brittleness, holes, and leaks.*
There should be no sharp bends in the hose or tubing.
- *Move gas hoses as far as possible from hot surfaces and dripping hot grease.*
If you cannot move the hoses, install a heat shield to protect them.
- *Replace scratched or nicked connectors, which can eventually leak gas.*
- *Do not attempt to repair the tank valve or the appliance yourself.*
See an LP dealer or a qualified appliance repair person.
- *Always follow the manufacturer's instructions that accompany the grill.*
- *Always close the gas valve when you are through using the grill*
- *Purchase gas grills having the October 1, 1995 requirement to eliminate leak hazards which include:*
 - A device to limit the flow of gas in the event of hose rupture.
 - A mechanism to shut-off the grill; and
 - A feature to prevent the flow of gas if the connection between the tank and the grill is not leak proof.

STORING AND TRANSPORTING LP GAS CANNISTERS

- *Use caution when storing LP gas containers. Always keep containers upright.*
- *To avoid an accident while transporting LP gas containers. Transport the tank in a secured upright position.*
Never Keep Filling tank in a hot car or car trunk. Heat will cause the gas pressure to increase, which may open the relief valve and allow gas to escape.

U.S. Department of Housing and Urban Development

FACT SHEET

“How Your Rent Is Determined”

For Public Housing And Housing Choice Voucher Programs

Office of Public and Indian Housing November, 2002

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

Why Determining Income and Family Payment Correctly is Important:

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

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

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

PHAs’ Responsibilities:

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

Residents’ Responsibilities:

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

What is Total Income?

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

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Introduced: 05-18-21
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What is Annual Income?

Total Income - Income Exclusions = Annual Income

What is Adjusted Income?

Annual Income - Allowable Income Deductions = Adjusted Income

Family Payment (Total Tenant Payment)

- The amount of rent a family will pay is the highest of the following amounts:
- 30% of the family's monthly adjusted income;
- 10% of the family's monthly income;
- Welfare rent (in States where applicable); or
- Minimum Rent (\$0 - \$50 set by the PHA)

Annualization of Income

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

What Counts as Annual Income for Calculation of Family Payment?

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

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

Annual income includes, but is not limited to:

- The full amount, before any payroll deductions of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
- The net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue Service regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the family;
- Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in above section. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;
- The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types

of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount.

- Payments in place of earnings, such as unemployment and disability compensation, worker's compensation and severance pay.
- Welfare assistance. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of: (I) the amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus (ii) the maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities.
- Periodic and determinable allowances, such as Alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling;
- All regular pay, special pay and allowances of a member of the Armed Forces.

Annual income does not include the following:

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

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

Other Income Exclusions

Federally Mandated Income Exclusions –

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

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

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

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

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

- Employment of a family member who was unemployed for at least 12 months prior to employment;
- New or increased earnings during participation in an economic self-sufficiency or other job training program;
- New or increased earnings during or within 6 months after receiving Temporary Assistance to Needy Families (TANF).

During the first 12 months after a qualified family member starts working, 100 percent of the incremental increase of that family member's income is disallowed. The incremental increase is the amount of earned income that exceeds that family member's income prior to starting work.

In the second cumulative 12-month period after the date of first employment, 50 percent of the incremental increase in income is disallowed. Total time of benefit is limited to a lifetime 48-month period.

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

What are deductions from income?

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

Mandatory Deductions:

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

Permissive Deductions (Public Housing Only):

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

Other Provisions

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

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

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

Maximum Initial Rent Burden (Housing Choice Voucher Only):

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

Flat Rent (Public Housing Only):

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

Welfare Sanctions:

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

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 Introduced: 05-18-21
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Reference Materials

Legislation:

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

Regulations:

- General HUD Program Requirements; Waivers, 24 CFR Part 5
- Admissions to, and Occupancy of, Public Housing, 24 CFR Part 960
- Determining Adjusted Income in HUD Programs Serving Persons with Disabilities: Requiring Mandatory Deductions for Certain Expenses; and Disallowance for Earned Income, 66 FR 6218, issued January 19, 2001; 24 CFR Parts 5, 92, et al. (effective April 20, 2001)

Notices:

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

For Additional Information:

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

U.S. Department of Housing and Urban Development Rental Housing Integrity Improvement Project

WHAT YOU SHOULD KNOW ABOUT EIV

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

What is EIV?

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

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

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

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

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

What is the EIV information used for?

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

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

EIV will alert your PHA if you or anyone in your household has used a false SSN, failed to report complete and accurate income information, or is receiving rental assistance at another address. **Remember, you may receive rental assistance at only one home!**

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

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

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

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

Yes, your consent is required in order for HUD or the PHA to obtain information about you. By law, you are required to sign one or more consent forms. When you sign a form HUD-9886 (*Federal Privacy Act Notice and Authorization for Release of Information*) or a PHA consent

form (which meets HUD standards), you are giving HUD and the PHA your consent for them to obtain information about you for the purpose of determining your eligibility and amount of rental assistance. The information collected about you will be used only to determine your eligibility for the program, unless you consent in writing to authorize additional uses of the information by the PHA.

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

What are my responsibilities?

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

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

What are the penalties for providing false information?

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

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

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

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

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

What do I do if the EIV information is incorrect?

Sometimes the source of EIV information may make an error when submitting or reporting information about you. If you do not agree with the EIV information, let your PHA know.

If necessary, your PHA will contact the source of the information directly to verify disputed income information. Below are the procedures you and the PHA should follow regarding incorrect EIV information.

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

Employment and wage information reported in EIV originates from the employer. If you

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

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

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

Additional Verification. The PHA, with your consent, may submit a third party verification form to the provider (or reporter) of your income for completion and submission to the PHA.

You may also provide the PHA with third party documents (i.e. pay stubs, benefit award letters, bank statements, etc.) which you may have in your possession.

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

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

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

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

My signature on the Lease is confirmation that I have received this Guide as a part of the Tenant Handbook and have read this portion.

February 2010

APPLYING FOR HUD HOUSING ASSISTANCE?

THINK ABOUT THIS... IS FRAUD WORTH IT?

Do You Realize...

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

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

Do You Know...

You are committing fraud if you sign a form knowing that you provided false or misleading information.

The information you provide on housing assistance application and recertification forms will be checked. The local housing agency, HUD, or the Office of Inspector General will check the income and asset information you provide with other Federal, State, or local Government and with private agencies. Certifying false information is fraud.

So Be Careful!

When you fill out your application and yearly recertification for assisted housing from HUD make sure your answers to the questions are accurate and honest. You must include:

All sources of income and changes in income you or any members of your household receive, such as wages, welfare payments, social security and veterans' benefits, pensions, retirement, etc.

Any money you receive on behalf of your children, such as child support, AFDC payments, social security for children, etc.

Any increase in income, such as wages from a new job or an expected pay raise or bonus.

All assets, such as bank accounts, savings bonds, certificates of deposit, stocks, real estate, etc., that are owned by you or any member of your household.

All income from assets, such as interest from savings and checking accounts, stock dividends, etc.

Any business or asset (your home) that you sold in the last two years at less than full value.

The names of everyone, adults or children, relatives and non-relatives, who are living with you and make up your household.

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

Ask Questions

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

Watch Out for Housing Assistance Scams!

- Don't pay money to have someone fill out housing assistance application and Re-certification forms for you.
- Don't pay money to move up on a waiting list.
- Don't pay for anything that is not covered by your lease.
- Get a receipt for any money you pay.
- Get a written explanation if you are required to pay for anything other than rent (maintenance or utility charges).

Report Fraud

If you know of anyone who provided false information on a HUD housing assistance application or recertification or if anyone tells you to provide false information, report that person to the HUD Office of Inspector General Hotline. You can call the Hotline toll-free Monday through Friday, from 10:00 a.m. to 4:30 p.m., Eastern Time, at 1-800-347-3735. You can fax information to (202) 708-4829 or e-mail it to Hotline@hudoig.gov. You can write the Hotline at:

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

Form HUD-1141 December 2005

SERVICES AVAILABLE FOR OUR RESIDENTS

Following is a list of some of the services extended to all of our residents:

- ❖ 24 Hour Emergency Maintenance Department
- ❖ Yearly Preventive Maintenance Program
- ❖ Snow Removal
- ❖ Grass Cutting
- ❖ Timely Work Order Response
- ❖ Full Apartment Maintenance
- ❖ Yearly Modernization Program
- ❖ Illuminated off-street parking
- ❖ Community Building use for special events
- ❖ Many Seasonal Special Events: Halloween Parties, Christmas Parties, National Night Out Activities, Picnics...

WHAT TO DO IF YOU ARE MOVING

If you are moving out or transferring to another apartment, the following is a partial checklist to help you try to avoid charges for damages beyond normal wear and tear. This is just a sampling and does not include all possibilities.

- Remove all personal belongings. Management is not responsible for belongings left on the premises. Any personal belongings left after an apartment has been vacated will be disposed of as described in your Lease.
- Remove all trash from the inside of your apartment and all grounds outside (please dispose of it properly)
- Clean all appliances to make sure they are the color they are supposed to be (wipe grease off ranges, clean fingerprints off all surfaces, remove food debris, etc.)
- Wipe down all cupboards and discard any unwanted food
- Clean the tub, sinks, and toilet so they are the color they are supposed to be
- Scrub all floors so it appears the color it is supposed to be
- Make sure all light fixtures and smoke detectors are not missing
- Make sure there are no holes in the walls
- Make sure there are no broken windows or screens
- Make sure there are no damaged doors and they operate properly
- Remove all wallpaper, boarders, and stickers
- Scrub walls to remove dirt and other marks. If your walls require painting, there will be a charge for this service. If more than one coat of light colored paint is needed.
- If you painted your walls, make sure it is a color that can be covered with one coat of light colored paint. Additional coats of paint will result in a charge to your account.
- Things you can do to prepare for the move:
 - Contact your Property Manager and inform them of your intent to move (please refer to your Lease for the proper notification time frame).
 - Ask for a pre-vacate inspection allowing enough time for any repairs to be made and the charges paid. This inspection will inform you of any possible charges “at that point in time” such as holes in the walls, broken screens or windows, damaged doors, missing items, etc.
 - Schedule necessary repairs and refer to your “Damage and Service Charge

Schedule” to estimate charges if the items were beyond normal wear and tear.

Pursuant to your Dwelling Lease, you shall give thirty(30) calendar day written notice before moving from the dwelling unit. If the Tenant does not give full notice, the Tenant shall be liable for rent to the end of the notice period (thirty (30) calendar days for when the keys are returned) or to the date the dwelling unit is re-rented, whichever comes first.

Further, rent will be charged until all keys are returned. Returning your keys as soon as possible will avoid unnecessary rent being charged to your account. If you are transferring, you will have three (3) calendar days to complete the transfer and return the keys to your old apartment before being charged rent on both apartments.

It is your responsibility to inform the St. Clair Housing Commission of your forwarding address.

ABANDONED PERSONAL PROPERTY:

When you move, be sure to take all personal property with you as the St. Clair Housing Commission will not be responsible for articles left on the premises. Any articles left after the unit has been vacated will be disposed of as provided in the Dwelling Lease.

INFORMATION ON YOUR HOUSEKEEPING INSPECTIONS

We would like to take a moment to clear up any confusion concerning why we do Housekeeping Inspections and what we are actually looking for. According to the Department of Housing and Urban Development rules and regulations section 880.221(c) Periodic inspections, the St. Clair Housing Commission must inspect or cause to be inspected each apartment at least annually and such other times we may determine to be necessary to assure that we are meeting our obligation to maintain the apartments in a decent, safe, and sanitary condition.

We are solely concerned with your safety, the safety of your neighbors and everyone's right to decent and sanitary living conditions, and the condition of our buildings and appliances.

What we look for to assure the apartments are decent, safe, and sanitary:

- Look for damage to the structure and/or the equipment owned by the St. Clair Housing Commission. This may involve opening closet doors, cupboards, ranges, refrigerators, etc. Some of the items we look for are holes in walls and doors, markings on walls and doors with items such as but not limited to crayon and markers, dents and scratches and markings on appliances, etc.
- Look for items which may cause energy loss such as leaky seals on windows or refrigerators, freezers needing to be defrosted, settings on your refrigerator, etc.
- Look for items such as excessive dirt or grease, food spillage or food not in containers, etc., that may cause pests and/or health issues.
- Look for items which may be a fire hazard such as excessive clutter of loose papers and/or boxes, excessive grease on stoves, cupboards and walls, too many electrical items plugged into one outlet, etc.
- Look for safety issues such as inoperable smoke detectors, outlets or light switches without covers, cracked or broken window panes or screens, inoperable windows or doors, tripping hazards, etc.

We are not judging your ability to keep a “dust free” apartment or spotless floors. We may, just as a courtesy, point out items which may cause you to be charged upon move-out such as dirty walls that would need to be repainted rather than just cleaned, excessive dirt on the carpet or flooring that may require over and above cleaning, etc. Items requiring immediate attention will be repaired and charges will only be assessed should it be due to tenant negligence.

Please do not wait for your annual inspection to call in any of the above items that may need to be repaired – call them in right away. You will not be charged for items that are not your fault.

Keep in mind that we are required by HUD to perform annual inspections. Occasionally, HUD may also inspect your apartment to ensure we are doing our job.

We appreciate and thank you for your cooperation and patience during this time. If you have any questions concerning your housekeeping inspection, please feel free to call our office at any time at (810) 329-9141.