



RHA Tenant Move-in Packet

Air Quality Disclosure

The Raleigh Housing Authority (“RHA”) leases homes that are determined to be decent, safe, sanitary, and in good repair in accordance with the U.S. Department of Housing and Urban Development’s (“HUD”) physical conditions standards. Items that can impact the air quality inside rental homes, common areas and may lead to health and safety concerns include:

Smoke

Most fires occur in the home, often from cooking, fireplaces and space heaters, electrical malfunctions, and from cigarette or cigar smoking. Smoke inhalation occurs when trapped in a contained area with smoke particles and gases.

**I understand my home is equipped with a functional smoke detector(s). I agree to replace batteries and ensure all smoke detectors remain operable. I understand that my account may be charged for repairs or batteries if staff finds that my smoke detector has been tampered with, disabled, or is otherwise inoperable.*

**I have been provided with RHA’s Smoke-free Housing and Building Policy which applies to all RHA residential and administrative properties. I understand that smoking is not permitted anywhere inside restricted areas, and within a 25-foot perimeter outside of any buildings.*

Carbon Monoxide

Carbon monoxide is a colorless, odorless, tasteless gas produced by burning gasoline, wood, propane, charcoal or other fuel. Improperly ventilated appliances and engines, particularly in a enclosed space, may allow carbon monoxide to accumulate and build up.

**I understand my home is equipped with a functional carbon monoxide detector(s). I agree to notify Maintenance of all low battery signals by calling in a work order to ensure all detectors remain operable. I understand that my account may be charged if staff finds that my carbon monoxide detector has been tampered with or disabled.*

Lead-Based Paint

Homes constructed prior to 1978 may contain lead-based paint. Lead from disturbed or deteriorated paint, paint chips, and dust should not be inhaled. Whole and undisturbed lead-based paint is not considered to be an air contaminant or health risk.

**I understand my home may contain lead-based paint which should not be disturbed. I will not engage in activities including sanding, scraping, pounding and other remodeling techniques that may release paint dust or chips.*

**I acknowledge that RHA has provided me the EPA pamphlet Protect Your Family from Lead in Your Home as an informational resource on lead-based paint.*

**I acknowledge that RHA will provide upon request all available records and reports pertaining to lead-based paint and/or lead-based paint hazards.*

Radon

Radon is a colorless, odorless and tasteless gas produced by the decay of uranium. Radon occurs naturally from the decomposition of uranium and is found in varying amounts in virtually all soils. It poses little to no health risk when allowed to dissipate in open air but can present a risk over time if it becomes trapped and accumulates.

**I understand that RHA may have performed radon testing in my housing unit prior to my occupancy. I acknowledge that if my home was tested and found to have a significant radon level, RHA installed sufficient mitigation equipment prior to my occupancy.*

**I agree to not tamper or disconnect any mitigation equipment in or around my home.*

Mold

Mold is a naturally occurring type of fungus and can be black, white, orange, green, or purple. Mold lives almost anywhere and thrives on moisture, reproducing through lightweight spores that travel through the air. Most molds are harmless in small amounts and can be easily cleaned off surfaces.

**I agree to take reasonable steps to reduce mold and mildew growth including: running heating and air conditioning equipment properly, running exhaust fans to reduce moisture, and by cleaning surfaces appropriately.*

Asbestos

Asbestos is a naturally occurring mineral composed of soft and flexible fibers that are resistant to heat, electricity and corrosion. Asbestos is an effective insulator, and it can be used in cloth, paper, cement, plastic and other materials to make them stronger. Asbestos fibers can become trapped in the body if ingested or inhaled.

**I understand my home may contain asbestos building materials which should not be disturbed. I will not engage in activities including sanding, scraping, pounding and other remodeling techniques that may release asbestos fibers.*

**I agree to hang pictures and other wall ornaments with hangers that are less than ¼" diameter.*

**I agree to notify Maintenance staff by calling in a work order immediately for the following: a hole larger than ¼" diameter, evidence of a water leak, and/or any appearance of crumbling or peeling in the wallboard, ceilings, or floor tile.*

RHA housing units have proper ventilation and have no known, obvious or observable air quality deficiencies prior to initial lease execution. The execution of a lease signifies that all parties are in agreement that the air quality is acceptable and free of known air quality issues. This Air Quality Disclosure simply provides residents with notifications regarding possible air quality issues as a renter.

If, at any point while in housing or on RHA property, a resident believes to be experiencing air quality issues, they must immediately report the issue to their Property Management office and Maintenance through placing

a work order. Failure to report a known or suspected issue may be considered a material violation of the Lease and grounds for negative actions taken by RHA.

RHA disclaims any implied or express warranties that the building, common areas or resident's premises are any better or offer improved air quality standards in comparison to any other rental homes. Residents with respiratory ailments, allergies or any other physical or mental condition relating to air quality are put on notice that RHA does not assume any higher duty or care to enforce the Smoke-Free Housing and Building Policy above any other RHA obligation under the lease.

***Resident Certifications:** *I have read and understand the above Air Quality Disclosure information and disclaimers.*

LOCATION OF ASBESTOS CONTAINING MATERIALS

Units tested were built prior to 1985

| Development | Location | Asbestos Containing Materials |
|-----------------|--|---|
| Birchwood | Kitchen, Hallway, Living Room | Flooring and Mastic |
| Carriage House | Communications Room, Community Room, Hallways, Bathroom, Bedroom, Kitchen, Living Room | Flooring and Mastic |
| Eastwood | Kitchen, Living Room, Hallway | Flooring and Mastic |
| Glenwood Towers | Ceiling, TV Room, Computer Room, Post Office, Manager's Office, Community Room, Resident Council Room, Kitchen, Fitness Room, Hallways, Apartments | Mastic, Textured Ceiling, Caulking, Flooring, Joint Compound, Sink Undercoating |
| Heritage Park | Apartments, Water Heater Room, Ceiling, Floors, Kitchen | Flooring, Ceilings, Mastic, Sink Compound |
| Kentwood | Living Room, Throughout Apartments | Flooring and Mastic |
| Mayview | Kitchen, Bathroom, Throughout Apartments | Wallboard, Joint Compound, Flooring, Mastic |
| Meadowridge | *No Asbestos Detected* | *No Asbestos Detected* |
| The Oaks | Throughout Apartments, HVAC Closets, Flooring | Flooring, Mastic and Joint Compound |
| Stonecrest | Kitchen, Hallway, Living Room, Stairs, Closets | Flooring, Mastic, Stair Treads, Sink Compound |
| Stonybrook | Kitchen, HVAC Closets, Flooring | Flooring and Mastic |
| Valleybrook | *No Asbestos Detected* | *No Asbestos Detected* |

Last updated 2015

BED BUG Tips & Warnings

1. Consider using a mattress, box spring, and pillows in airtight protective “bags,” often carried by mattress sellers. Use mattress vinyl/zippered cases only.
2. The bed bugs are persistent. Therefore, if your household experiences this problem you will be required to follow extermination instructions.
3. Many bedbug infestations are the result of travel or visiting others. Visually inspect mattresses before sleeping on them and your luggage before settling in at home after a trip.
4. Inspect any new furniture, mattresses or items with fabric material for bed bugs. Do NOT accept or purchase used furniture or mattresses & box springs.
5. Residents are not permitted to perform extermination measures. Do NOT spray or attempt to treat on your own. You must call Maintenance.

Suffering a bedbug infestation does not mean you keep an untidy home, or that you live in unfit conditions. They are extremely common and indiscriminate – the presence of bedbugs does not speak to your personal hygiene habits or socioeconomic status.

If you have too much clutter, it can make your job of preparing for the extermination very difficult. For this reason, make every effort to decrease & maintain a home without clutter.

You are required to follow our staff exterminator's instructions. Success depends on you and your willingness to cooperate and follow directions, which may require getting rid of your furniture.

You cannot be too thorough. Yes, it is time consuming to take preventative and to prepare for extermination, but it is best to do it right the first time and avoid repeating the process should the extermination fail because the space was not prepared.

***Resident Certifications:** *I have read and understand the above Bed Bugs information and disclaimers.*

COMMUNITY SERVICE REQUIREMENTS

GENERAL

In order to be eligible for continued occupancy, each adult family member must either:

- Contribute eight (8) hours per month of community service (not including political activities).
- Participate in an economic self-sufficiency program unless they are exempt from this requirement.

EXEMPTIONS

The following adult family members of resident families are exempt from this requirement:

- Family members who are 62 years of age or older
- Family members who are blind or disabled
- Family members who are the primary care giver for someone who is blind or disabled
- Family members engaged in work activity
- Family members who are exempt from work activity under Part A Title IV of the Social Security Act or under any other State welfare program, including the welfare-to-work program
- Family members receiving assistance under a State program funded under Part A Title IV of the Social Security Act or under and other State welfare program, including welfare-to-work and who are in compliance with that program

NOTIFICATION OF THE REQUIREMENT

The Housing Authority will identify all adult family members who are apparently not exempt from the community service requirement.

The Housing Authority will notify all such family members of the community service requirement and of the categories of individuals who are exempt from the requirement. This notification will provide the opportunity for family members to claim and explain an exempt status. The Housing Authority shall verify such claims.

The notification will advise families that their community service obligation will begin upon the effective date of their first annual re-examination. It will also advise them that failure to comply with the community service requirement will result in ineligibility for continued occupancy.

VOLUNTEER OPPORTUNITIES

Community service includes performing work or duties in the public benefit that serve to improve the quality of life and/or enhance Resident self-sufficiency, and/or increase the self-responsibility of the Resident within the community.

An economic self-sufficiency program is one that is designed to encourage, assist, train or facilitate the economic independence of participants and their families or to provide work or participants. These programs may include programs for job training, work placement, basic skills training, education, English proficiency, workfare, financial or household management, apprenticeship, and any program necessary to ready participants to work.

The Housing Authority will coordinate with social service agencies, local schools, and the Human Resources office in identifying a list of volunteer community service positions. Together with the resident advisory

councils, the Housing Authority may create volunteer positions such as litter patrols and community beautification.

THE PROCESS

At the first annual reexamination and each annual reexamination thereafter, the Housing Authority will do the following:

- Provide a list of volunteer opportunities to the family members
- Provide information about obtaining suitable volunteer positions
- Provide a volunteer time sheet to the family member. Instructions for the time sheet require the individual to complete the form and have a supervisor date and sign for each period of work
- Thirty (30) days before the family's next lease anniversary date, the Housing Authority will review whether each applicable adult family member is in compliance with the community service requirement

NOTIFICATION OF NON-COMPLIANCE WITH COMMUNITY SERVICE REQUIREMENT

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

- The family member(s) has been determined to be in noncompliance;
- That the determination is subject to the grievance procedure; and
- That, unless the family member(s) enter into an agreement to comply, the Lease will be terminated

OPPORTUNITY FOR CURE

The Housing Authority will offer the family member(s) the opportunity to enter into an agreement prior to the anniversary of the Lease. The agreement shall state that the family member(s) agrees to enter into an economic self-sufficiency program or agrees to contribute to community service for as many hours as needed to comply with the requirement over the past 12-month period. The cur shall occur over the 12-month period beginning with the date of the agreement and the resident shall at the same time stay current with that year's community service requirement. The first eight (8) hours a resident earns each month goes toward the current commitment.

In any applicable family member does not accept the terms of the agreement, does not fulfill their obligation to participate in an economic self-sufficiency program, or falls behind in their obligation under the agreement or perform community service by more than three (3) hours, after three (3) months, the Housing Authority shall take action to terminate the Lease.

***Resident Certifications:** *I have read and understand the above Community Service Requirements information and disclaimers.*

New Flooring Care Information

A new flooring product has been installed in your home. Please take a moment and review the following items to make sure you know how to properly care for this flooring material.

CLEANING FLOORS:

- Do not allow gritty type of dirt/sand to build up as it will scratch floors surface
- Sweep or vacuum all flooring prior to mopping.
- Mop floors with a diluted soap and water mixture.
- Remove all excess water after mopping – do not allow standing water to remain on floors.
- Do NOT use Swiffer Wet Jet, Swiffer Wet Mops, or any products similar to the Swiffer brand of other mopping agents.

THE FOLLOWING WILL STAIN/DAMAGE FLOORING:

- Stiletto heels/damaged heels
- Pets claws
- Nail polish
- Varnish
- Shoe polish
- Paints containing acetone
- Lipstick
- Solvent-based paints
- Rubber mats (eventually the mat may become stuck to floor)
- Coco-fiber mats (will scratch the surface)

If products such as those on the list come into contact with the flooring, immediately wipe up the substance with a cloth or paper towel. Do not drag heavy or sharp objects across the floor.

We appreciate your help in keeping these new floors in good condition. I understand I will be charged for damage caused by non-compliance and/or abuse.

***Resident Certifications:** *I have read and understand the above New Flooring Care information.*

Grievance Procedure

Effective November 1, 2022

I. INTRODUCTION

This Grievance Procedure is issued according to the U. S. Department of Housing and Urban Development (HUD)'s Code of Federal Regulation (CFR) as found in 24 CFR § 966.50 and RAD Notice: PIH-2012-32 (HA), REV-1, 24 CFR 982.555 the Raleigh Housing Authority's (RHA) Admissions and Continued Occupancy Policy, RHA's federally subsidized lease agreements.

SCOPE: This procedure applies only to residents aged 18 and older of federally-subsidized public housing and for public housing converted under HUD's Rental Assistance Demonstration (RAD) to Project Based Voucher (PBV) subsidized housing communities owned and/or managed by the Raleigh Housing Authority (RHA).

It does not apply to:

1. Applicants for RHA housing, except as specifically provided herein; ¹
2. Guests of residents, unauthorized household members, and live-in aides;
3. Residents of Tax Credit Senior Housing Programs;
4. Section 8 Housing Choice Voucher Program participants; or
5. Residents of any other non-federally subsidized program unless specially extended to those programs by reference in policies or procedures governing those programs.

II. PROCEDURE

RHA will direct its best efforts toward resolving resident grievances at the lowest possible level of RHA's organizational structure and provide residents an opportunity for a fair and impartial hearing where resolution of grievances at the staff level is not possible. This procedure is a part of RHA's public housing and all RHA's federally subsidized dwelling lease agreements, by reference.

A grievance is: a dispute a resident may have with respect to RHA action or failure to act in accordance with the Lease or any statute, regulation, policy or procedure that adversely affects the individual resident's rights, duties, welfare or status; or a resident who has a complaint regarding a RHA employee. Through the grievance procedure, a resident will be afforded an opportunity for a hearing before the Hearing Officer. The grievance procedure only applies to individual resident issues relating to RHA or any management firms assigned to its RAD/PBV properties. It does not apply to disputes between residents that do not involve RHA or to class grievances. Grievance procedures will not be used as means of initiating or negotiating RHA policy changes.

RHA will provide an opportunity for a fair and impartial hearing of the grievance provided that the grievance hearing request is made in a timely manner. If no request is made, or if a request is not made in a timely manner as outlined below, the resident will be deemed to have waived his/her right to a grievance hearing under this procedure.

A resident's failure to participate in any of the stages of the grievance process does not constitute a waiver of any future rights to a grievance hearing of the same issue. In no event does a resident's failure to participate in the grievance process or failure to request a grievance hearing constitute a waiver by the resident of his/her right to contest RHA's action in an appropriate judicial proceeding.

If the grievance involves a lease termination for criminal activity or behavior that threatens the health, safety or right to peaceful enjoyment of other residents, employees, or Board of Commissioners, the informal review does NOT apply and the resident must file for a formal grievance hearing within ten (10) business days as outlined in the notice of lease termination.

RHA may deny a resident a grievance hearing if it is deemed inappropriate and concerns an eviction or termination of tenancy based upon the resident's involvement in drug-related criminal activity on or off RHA premises or felonious criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents, RHA employees, Board of Commissioners and/or agency contractors. Such evictions will be filed directly to the courts.

III. IMPLEMENTATION

A. Informal settlement of resident grievances.

The first required step in the grievance process is to attempt an informal settlement. Informal settlements are beneficial as they may minimize the time and expense associated with a formal hearing. If a dispute is received and deemed appropriate, the request may be referred to the department or office responsible for the matter.

Within ten (10) business days of receipt of the informal settlement request, RHA will contact the requestor to discuss the issue informally and to attempt to settle the grievance if possible. This meeting may be held in person, electronically, or virtually at a mutually agreed upon time and location. Findings of the informal settlement will be provided to the resident in writing within ten (10) business days of the meeting. A copy of the findings will be retained in the resident's file.

If the resident disagrees with the results of the informal hearing, the resident may submit a request for a formal hearing within ten (10) business days of receiving the informal hearing results. If the individual does not request a hearing within the appropriate period of time, the informal settlement of grievances will become final. Resident's failure to request a hearing does not constitute a waiver by the resident of his/her right to contest the Housing Authority's action in any subsequent judicial proceeding.

B. Requesting a formal grievance hearing.

Grievances always originate from a resident, who may present the request or complaint either orally or in writing. While it is RHA's preference to have requests submitted in writing via the request form, it is not mandatory, and all requests will be considered any time it is indicated that a formal hearing is being requested. Failure to utilize the preferred form will not exclude the request from being reviewed nor will it result in an automatic denial. Grievance requests will be accepted at the assigned management office during normal business hours. All written requests will be date-stamped at the time of receipt by RHA.

Requests for a grievance hearing must be filed within ten (10) business days of the RHA's alleged action or failure to act forming the basis for the grievance, or within ten (10) business days of informal settlement findings. If the grievance involves allegations of discrimination or harassment against staff, the resident may submit the grievance to the next level of supervision or to the Director of the department.

Resident grievances received by staff located at the central administrative office that have not been reviewed by the Property Manager will be submitted to the site's management office for review. This requirement may be waived if the resident is able to show good cause for bypassing this step in procedure.

C. Hearing Officer.

The formal grievance hearing will be conducted by an impartial person appointed by RHA through the Agency's regular procurement process with an appropriate legal background, such as an attorney or paralegal, in the community. RHA will also nominate an impartial executive staff person or their designee to sit as Hearing Officers.

The Hearing Officer will not become familiar with the case until the grievance is presented before him/her at the day of the hearing. RHA staff members who handle lease enforcement or property management issues are not eligible. No person shall be listed as a Hearing Officer unless such person has consented to the appointment.

D. Escrow Deposits for Grievances for Non-Payment.

If a grievance involves monies owed by a resident, the resident must pay RHA the amount of monies due as of the first day of the month following the act or failure to act took place before a hearing will be scheduled. Monthly thereafter, the resident must deposit the same amount of rent due until the complaint is resolved by the decision of the Hearing Officer. RHA will hold these payments in an escrow account until a final decision is received.

Based on the decision from the Hearing Officer, funds from the escrow account will be disbursed to RHA or the resident accordingly. This escrow requirement may be waived if the resident is paying minimum rent, and the grievance is based on a request for a hardship exemption. Failure to make an escrow deposit when due will result in termination of the grievance procedure, and all rent owed by the resident will become immediately due and payable. Failure to make an escrow deposit, however, does not waive the resident's right to contest RHA's action in any judicial proceeding.

E. Expedited Hearing.

If the grievance involves a lease termination for felonious criminal activity or behavior that threatens the health, safety or right to peaceful enjoyment of the premises by the other residents, employees or Board of Commissioners, RHA may, at its sole discretion, use an expedited hearing that prioritizes scheduling the hearing and compresses review times and dates for decisions. Also, based on the severity and cause for a lease termination, at RHA's discretion, the lease termination notice will clearly state that the eviction will be filed directly to the courts and no grievance will be permitted.

F. Grievance Hearing.

The resident who has requested the hearing will be afforded a fair hearing which includes:

1. the opportunity to examine prior to the hearing any RHA documents, including records and regulations related to the adverse action. The resident will be allowed to receive copies, at the resident's expense, of any documents relevant to the hearing. If RHA does not make any available and/or requested document accessible for examination, then RHA may not rely on the document at the hearing;
2. the right to be represented by counsel or another person chosen by the resident;
3. a public hearing unless the resident requests a private hearing;
4. the right to present evidence and arguments in support of their positions, to challenge evidence relied upon by RHA, and to question and cross-examine all RHA witnesses;
5. the right to an impartial hearing officer; and
6. a decision based upon the facts as presented at the hearing.

A request to examine RHA documents, records and regulations directly related to the adverse action, must be received no later than three (3) business days prior to the scheduled grievance hearing. An appointment to examine the documents will be scheduled with the Property Manager and/or RHA's attorney for a time and location convenient for both parties. Residents will not be allowed to borrow such documents for review or otherwise take such documents off-site. Requested copies of documents will be provided as soon as reasonably possible and at the resident's expense. RHA's current going rate of copies will be used to determine the monies due and payment for copies will be due upon receipt of the copies.

The rules of evidence of a judicial proceeding does not apply in grievance hearings and both oral and written evidence will be permitted. All hearing participants must conduct themselves in an orderly fashion and according to the Hearing Officer's direction. Failure to comply with the directives of the Hearing Officer may exclude any disorderly party from the proceedings and grant or deny relief of the disorderly party as appropriate.

G. Records and Retention.

All formal grievance hearings will be recorded by audiotape or other means. A record of the hearing including requests, scheduling documents and other items will be maintained by RHA for at least six (6) months from the date of the hearing. A copy of findings and the written decision of the Hearing Officer will be retained by RHA for at least two (2) years from the date of the hearing, or as otherwise deemed necessary by any laws or regulations. Interested parties may arrange for a copy of the formal hearing record in advance of or following the hearing, at the requesting party's expense.

H. Reasonable Accommodations.

RHA provides reasonable accommodations to allow persons with disabilities to participate in all parts of the hearing process. At each stage of the grievance procedure, RHA will accommodate a known disability of any Grievant or witness to the extent the accommodation does not create an undue burden on RHA. Reasonable accommodation may include qualified sign language interpreter, reader, language interpreter, or accessible location as appropriate.

If a language interpreter is requested for the hearing, the resident will be notified that he/she may bring an interpreter or that RHA will provide an interpreter at no cost to the resident. For residents who are visually impaired, notices required under this procedure will be provided in an accessible format.

I. Failure to Appear.

If a resident or RHA staff fails to appear within fifteen (15) minutes of the scheduled hearing without prior notice or explanation, the Hearing Officer may dismiss the hearing and declare default, denying the relief requested by the absentee party.

J. Grievance Hearing Decision.

The Hearing Officer will issue a written decision within a reasonable time after the hearing. This decision will be based solely and exclusively upon the facts presented at the formal hearing. The decision of the Hearing Officer will be final and RHA will not take any actions inconsistent with the decision unless the Board of Commissioners determines, and promptly notifies the resident of its determination, that:

1. the grievance does not concern RHA action or failure to act in accordance with or involving the resident's lease or regulations which adversely affect the resident's rights, duties, welfare or status; or
2. the decision of the Hearing Officer is contrary to applicable Federal, State, or local law, HUD regulations or requirements.

A decision by the Hearing Officer or Board of Commissioners in favor of RHA does not constitute a waiver of, nor affect in any manner, any rights the resident may have in any later judicial proceedings.

K. Responsibility.

The Housing Management Department implements the grievance process and procedures. Housing Management will provide guidance in handling resident grievances, retaining independent Hearing Officers, scheduling hearings, and mailing the outcomes of hearings.

For RAD-PBV communities: The Housing Management Department implements the grievance process and procedures for residency disputes. The Leased Housing Department implements the grievance process and procedures for subsidy disputes. The appropriate Department's staff will provide guidance in handling resident grievances, retaining independent Hearing Officers, scheduling hearings, and mailing the outcomes of hearings.

IV. PROCEDURES

A. Expedited Hearing on Lease Terminations.



1. An expedited hearing may be used for grievances involving a lease termination based on criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of the other residents, RHA employees or Board of Commissioners, or drug-related criminal activity on or off RHA property.
2. The grievance request must be submitted no later than five (5) business days as outlined on the lease termination notice. Grievance requests received after this timeframe will not be considered.
3. Staff will give priority to expedited hearings and will attempt to schedule hearings within ten (10) business days of receiving the hearing request.
4. Based on the severity and cause for the lease termination notice, at RHA's discretion, the eviction will be filed directly to the courts and no grievance is permitted.

B. Informal Settlement.

1. Staff will review the issue and attempt to contact the resident within ten (10) business days to discuss and resolve the grievance informally if possible. If a resident grievance involves an allegation of discrimination or harassment by staff, the grievance will be referred to the next level of supervision. The informal grievance must be submitted no later than ten (10) business days after the RHA's alleged action. Grievance requests received after the timeframe will not be considered. The informal grievance request can be made orally or in writing.
2. After the review of the grievance, the resident will be notified of the decision and the procedures by which a formal grievance may be considered if the resident is not satisfied.

C. Formal Grievance Hearing.

1. Hearing Officer

- a. The Hearing Officer will be appointed by RHA in consultation with the Inter-Community Council President.
- b. The appropriate staff members will provide all necessary information on RHA policies and procedures as needed or requested.

2. Escrow Deposits

- a. If a grievance involves the amount of monies owed by the resident, the resident must pay the owner the amount of monies due into a RHA escrow account.
- b. Staff notifies the resident of this requirement and the procedures for making the escrow deposits.
- c. The resident will submit to RHA staff, either by U.S. mail or hand-delivery, a money order or cashier's check made payable to their property's owner in the amount due at the time of scheduling. Monthly thereafter, the amount of the monthly rent and other charges will be deposited in the escrow account until the dispute is resolved.
- d. Failure to make an escrow deposit when due will result in termination of the grievance proceedings. Staff will notify the resident in writing of the missed deposit and resulting termination of the grievance proceedings.
- e. RHA may waive the escrow requirement in extenuating circumstances.
- f. After the decision of the Hearing Officer, the escrow account balance is disbursed in accordance with the decision. If the decision is in favor of the resident, he/she will receive the escrowed monies back and interest accrued if any.

3. Obtaining a Hearing

- a. If the resident is not satisfied with the outcome of the informal review of the grievance, he/she may submit a request for a formal hearing to their management office within ten (10) business days from the date of the informal settlement findings or indicate and sign the Summary/Decision of the Informal Settlement Meeting form to request a formal hearing. The hearing request received by the management office along with the Summary/Decision of the Informal Settlement Meeting letter is forwarded to central administrative staff for scheduling.
- b. Requests for a formal hearing must specify:
 1. the reason(s) for requesting the grievance or dispute; and
 2. the action or relief being sought by the resident.
- c. If a formal hearing request is not received within the specified time frame, RHA's disposition of the grievance from the informal settlement findings will become final. The resident's failure to request a hearing does not constitute a waiver by the resident of his/her right to contest owner's action in any judicial proceeding.
- d. Any formal grievance request received by staff that was not first considered informally by the Property Manager will be referred back to the site's management for an informal review and potential settlement. A notice will be sent to the resident advising them that an informal review is the first required step in the grievance process. If it is determined the resident has good cause for bypassing the informal review, this requirement may be waived. The reason for waiving this requirement will be documented in the file along with the resident's request for the hearing.
- e. If it is determined the resident has complied with grievance procedure conditions, a formal hearing will be scheduled. Written notification specifying the date, time and location of the hearing will be delivered to the resident, his/her representative (if known), and the appropriate RHA officials.

4. Accommodations

- a. The Property Manager will receive all requests for accommodation by a resident will be shared with the Housing Management Central Office staff responsible for scheduling the hearing.

5. RHA Witnesses

- a. It is the responsibility of the Property Manager to identify its witnesses for the hearing. Possible witnesses may include but are not limited to residents, police officers, service providers, contractors, and other staff members.
- b. Upon request, RHA may reimburse resident witnesses for travel expenses, such as bus fare or taxi fare.

6. The Hearing

- a. Central administrative staff will coordinate with the Hearing Officer to schedule hearing dates, times, and locations. Staff will provide the receptionist at 900 Haynes Street a list of residents who are scheduled for a hearing.
- b. The resident, his/her counsel, or other representatives must sign-in at the receptionist desk and may be asked to wait in lobby areas as necessary, until called on by the Hearing Officer.
- c. Individuals appearing for the hearing must sign-in at the receptionist desk and may be asked to wait until called on by the Hearing Officer.
- d. The Hearing Officer will arrange the seating for the hearing, giving consideration to any known disabilities, hearing impairments, mobility limitations, safety concerns, and other concerns as necessary.

- e. If personal safety concerns are expressed by staff, arrangements may be made to address the concerns including requesting Police Officers to be present during the hearing.
- f. The Hearing Officer will call all parties present to the hearing and assign the placement of the parties. The Hearing Officer is responsible for maintaining control and order in the hearing and may exclude any disorderly party from the proceedings, adjourn the hearing, or grant/deny relief being sought by any disruptive parties as appropriate.
- g. The hearings will be recorded by the Housing Authority.
- h. RHA will have the burden of justifying its actions or failure to act in accordance with RHA or HUD policies, procedures, regulations, or other applicable rule and agreement. RHA must also show how the proposed action or inaction justifies the relief being sought by RHA in the grievance hearing.
- i. RHA will present its case first, providing details of the tenancy, the events leading to the action taken, and any supporting documentation or testimony.
- j. Following RHA's case, the resident will present his/her grievance, reasons for contesting RHA's action or inaction, and may provide additional information, testimony and supporting documentation as necessary.
- k. At the discretion of the Hearing Officer, any oral or written evidence relevant to the facts and issues in the grievance may be received without regard to its admissibility under the rules of evidence in judicial proceedings. The Hearing Officer may limit or otherwise restrict the testimony of witnesses based on the relevance of their testimony, and the number of witnesses present. The Hearing Officer may exclude witnesses whose testimony is or will be duplicative.
- l. Both parties are allowed to ask questions of the other party's statements, respond to questions or accusations, and provide copies of relevant paperwork and statements. All questions and responses must be addressed to the Hearing Officer and not directly to the opposing party.

7. Late to Appear/Failure to Appear

- a. If a party appears within fifteen (15) minutes of the hearing's scheduled start time, or calls and notifies RHA of their tardiness at least thirty (30) minutes prior to the scheduled hearing start time, the Hearing Officer may, in his/her discretion, postpone the hearing to start at a later time. When considering a postponement, the Hearing Officer will consider whether the tardiness was avoidable, due to good cause, or the party's fault.
- b. If a party fails to appear at a scheduled hearing within fifteen (15) minutes of the scheduled hearing time, without prior notice or explanation, the Hearing Officer may dismiss the hearing and declare a default on the absentee party. Waiver of the resident's right to a hearing does not constitute a waiver of the resident's right to contest, in any judicial proceedings, RHA's decision(s) that gave rise to the grievance hearing.

8. Decision of the Hearing Officer

- a. The Hearing Officer will prepare a written decision within the twenty (20) business days following the hearing. This decision will either affirm or reject RHA's action, state the reasons of the decision, and provide a ruling on the relief being sought. A longer decision period may be allowed in extenuating circumstances. A copy of the decision will be sent to RHA. Central administrative staff will send a copy of the decision to the resident and the Property Manager.

A copy of the decision will be maintained in the resident's file. A copy of the decision, with all names and identifying references deleted, will also be maintained on file for a two-year period by RHA. The decisions will be available for inspection by any other resident and his/her representative, or the Hearing Officer.

Once a hearing decision has been received, staff will immediately move to act in accordance with the results. No further extensions of time beyond the grievance period will be given to residents to delay charges, extend evictions, or any other items determined by the hearing.

- b. The decision of the Hearing Officer shall not be subject to any administrative appeal unless the Board of Commissioners determines and promptly notifies the resident of its determination that:
 - 1. the grievance does not concern RHA action or failure to act in accordance with or involving the resident's lease or RHA regulations that adversely affects the resident's rights, duties, welfare or status;
 - 2. the decision of the Hearing Officer is contrary to applicable federal, state or local law, HUD regulations or requirements.
- c. In the event the Board of Commissioners determines that the decision of the Hearing Officer is improper, the Board will specify the precise nature of its objection and the laws and regulations that it believes are being violated. In considering any decision of the Hearing Officer, the Board will provide notice and an opportunity to be heard to the resident and his/her representative. The hearing will be held within thirty (30) days of the notification.
- d. A decision by the Hearing Officer or Board of Commissioners in favor of RHA, or one that denies the relief requested by the resident in whole or in part, does not constitute a waiver of, nor affect in any manner whatever, any rights the resident may have to judicial review in any judicial proceedings which may be brought about afterwards.

9. Eviction Actions

- a. If the Hearing Officer upholds an action to terminate tenancy, then RHA staff will immediately resume actions necessary to proceed with the eviction after receiving hearing results that upheld the decision. Staff will not commence an eviction action in the District Court/Small Claims until it has served a notice the hearing's decision upheld the decision to terminate the lease requiring the resident to vacate the premises. Such notice will be provided to the resident in writing from the appropriate Department Director and provide the date that the resident must vacate the premises. If the resident fails to vacate by the specified date, then RHA will file appropriate judicial action to terminate the resident's lease agreement and regain possession of the rental property.

***Resident Certifications:** *I have read and understand the above Raleigh Housing Authority Grievance Procedure.*

MAINTENANCE WORK ORDER LINE

If you are experiencing a maintenance problem in your home,
please report it to one of the below phone numbers:



919-831-6401

919-508-1390

Leave a detailed message & a Work Order will be generated for the appropriate Maintenance personnel to be dispatched to your home.

Maintenance Personnel will not be dispatched after normal office hours unless it is an Emergency.

Charges may apply.

Failure to report Maintenance needs is considered a serious violation of the Lease Agreement.

Please let our staff know if you experience any difficulties with our customer service.

***Resident Certifications:** *I have read and understand the above Maintenance Work Order Process.*

RALEIGH HOUSING AUTHORITY MAINTENANCE SERVICES

Immediately report all maintenance concerns during normal business hours of Monday – Friday, 8:30 a.m. – 5:00 p.m. by calling the WORK ORDER REQUEST LINE at **(919) 508-1309** or **(919) 831-6401**. If you are directed to voicemail, please clearly state your full name, address, telephone number, and a detailed description of your maintenance issue. Your request will be prioritized and processed accordingly. After normal business hours, **ONLY** emergency maintenance requests should be reported.

Property Managers and Maintenance Mechanics **CANNOT** process your requests for maintenance work. You **MUST** call the Work Order Line. All requests for maintenance are prioritized and processed in the order that they are received. Allow three (3) working/business days for maintenance to assess your routine work order request before calling the Work Order Line again.

After normal business hours, only **EMERGENCY MAINTENANCE** calls will be handled. Typically repair work does not occur on holidays and after normal business hours.

Emergency Maintenance Guidelines

The following issues qualify as AFTER-HOURS maintenance work:

- Gas leaks, either inside or outside of the unit (smell or sound).
- Broken water/sewer pipes, either inside or outside of the unit.
- Leaking water heaters.
- Elevator malfunction.
- Electrical shortages (if smoke is visible).
- Refrigerator/freezer not keeping food cold, and RHA office does not reopen within 72hrs.
- Heating and A/C failures during extreme weather conditions (when available one temporary heating or cooling source may be provided until repairs are completed).
- Lock outs (photo identification is required to verify address).
- Clogged commode, if there is only one commode in the unit and RHA does not reopen within 24 hrs.
- Broken-out window glass/doors (police report must be filed).
- Fire/Smoke detector going off.
- Collapsing wall/ceiling/floors.
- Severe storm damage.

PLEASE NOTE: A charge will be billed for falsely reported emergency calls.

All repairs must be conducted by the Raleigh Housing Authority (RHA) or their representatives. It is the policy of RHA not to charge residents for normal wear and tear. Examples of normal wear and tear include such items that have worn out over its expected life span. RHA reserves the right to determine whether necessary repairs are required and if the damages are due to normal wear and tear. Charges for repairs due to damages caused by abuse, misuse or negligence will be based on actual material cost and hourly labor charges. There are times RHA will have a contractor complete the work. The amount invoiced by the contractor for work other than for normal wear and tear will be billed to the residents' account.

MAINTENANCE CHARGE SHEET

FOR ITEMS OTHER THAN NORMAL WEAR AND TEAR¹

This not an exhaustive list. Any materials or labor charges not listed will be charged based on the present cost at time the item/service is solicited. A thirty-day (30) notice will be given before the charge is posted to the resident's account. Disputes regarding charges should be handled during this thirty-day notice period.

Effective February 28, 2020

| <u>TASK</u> | <u>CODE</u> | <u>CHARGE</u> |
|---|-------------|---------------|
| Unstop Commode Auger/Plunger | COMM01 | \$ 75.00 |
| Unstop Commode Auger/Plunger (after-hours) | | \$ 100.00 |
| Unstop Sink | KITC01 | \$ 75.00 |
| Unstop Sink (after-hours) | LIVN03 | \$ 100.00 |
| Unstop Tub | BATH01 | \$ 75.00 |
| Unstop Tub (after-hours) | LIVN04 | \$ 100.00 |
| Replace Light Bulb ² (each) | ELEC13 | \$ 12.00 |
| Replace Drip Pan (each) | RANG19/20 | \$ 10.00 |
| Meet PSNC-Gas Cut-Off (working hours) | AIRH50 | \$ 100.00 |
| Meet PSNC-Gas Cut-Off (after hours) | AIRH51 | \$ 150.00 |
| Staff Removes Improperly Disposed of Trash (each offense) | GROU23 | \$ 50.00 |
| Change Lock (per lock) | DOOR07 | \$ 50.00 |
| Replace Mailbox Lock | DOOR22 | \$ 50.00 |
| Replacement Door or Mailbox Key (per key) (during working hours only) | DOOR27 | \$ 12.00 |
| Open Door for Locked-Out Resident (working hours) | DOOR00 | \$ 75.00 |
| Open Door for Locked-Out Resident (after hours) | LIVN17 | \$ 100.00 |
| False Emergency Call | MISC18 | \$ 150.00 |
| Nuisance Call | MISC25 | \$ 150.00 |
| Replace Discharged Stove Fire Extinguisher (each) | MISC26 | \$ 50.00 |
| Replace Missing/Damaged Fire Extinguisher (each) | MISC27 | \$ 100.00 |
| Replace Missing Smoke Detector Batteries | ELEC49 | \$ 50.00 |
| Tampering/Removing/Damaged Smoke Detector | ELEC50 | \$ 100.00 |

| <u>TASK</u> | <u>CODE</u> | <u>CHARGE</u> |
|--|-------------|--------------------|
| Tampering/Removing/Damaged Carbon Monoxide Detector | ELEC55 | \$ 100.00 |
| Pick-up & Dispose of Bulk Trash ³ | GROU41 | \$ 150.00 |
| <u>Scattered Home Sites - Single Family Home Charges Only</u> | | |
| Lawn Service ⁴ - Single Family Home | GROU33 | \$ 200.00 |
| Trim Weeds - Single Family Home | GROU42 | \$ 100.00 |
| Trim Shrubs - Single Family Home | GROU43 | \$ 100.00 |
| <u>FINES</u> | | |
| Driving/Parking on the Grass – 1st offense | | \$ 50.00 |
| Unit Not Accessible to Staff for W/O and/or Scheduled Inspection | | \$ 75.00 |
| Dryer Vent not Connected Properly | | \$ 100.00 |
| Tampering with Temperature on Hot Water Heater (cannot exceed 120°) | | \$ 100.00 |
| <u>LABOR on all other work orders will be billed at the following rates:⁵</u> | | <u>HOURLY RATE</u> |
| Locksmith | | \$ 65.00 |
| Electrician/Plumber | | \$ 85.00 |
| HVAC Specialist | | \$ 85.00 |
| Site Mechanics | | \$ 35.00 |
| Live-In Mechanics | | \$ 35.00 |
| Exterminator (per extermination) | | \$ 30.00 |

Materials are billed at cost plus 20%. After hours and weekend labor is billed at time and a half. Minimum billing is one hour.

¹Normal wear and tear is not billable to the resident. Examples include such items as dripping faucets, running commodes, no heat or A/C, and items that have worn out because of age. Residents will only be charged in cases of abuse, misuse and neglect.

²Certain exceptions to this charge apply.

³Residents can call the City of Raleigh at 919-996-6890 for information on their free trash pickup program.

⁴Lawn Service includes both mowing of grass and trimming of weeds.

⁵Labor charges are reduced by 50% for billable work reported by residents prior to receiving notification of a pending inspection.

Modifications Available for Disabled Persons

It is the policy of the Raleigh Housing Authority (RHA) to ensure that all disabled residents, applicants, employees, and members of the public seeking to do business with the agency have equal access to all programs and services for which they qualify. RHA is committed to providing reasonable accommodations and modifications that enable a disabled applicant or program participant to fully participate in its programs. There are a number of modifications that are available to RHA's disabled customers. The following provides a list of the types of accommodations and modifications that are available from RHA.

Auxiliary aids and services that communicate with hearing impaired or visually impaired persons are available. These services may include sign language interpretation, transcription services, telecommunications devices, large print materials, or other methods to assist persons with visual or hearing impairments with communication with RHA.

There are also numerous modifications that can be made to units to make them more accessible to persons with disabilities. The following list indicates some of the modifications that are available.

- Handicapped ramps to units where this is feasible and safe.
- Raising or lowering bathroom fixtures such as mirrors, soap dispensers, toilet paper holders, commodes or light switches.
- Widening of doorways.
- Installation of grab bars in bathtubs and around toilets.
- Handicapped parking signs and assigned parking for those with a verified need.
- Additional electrical outlets to accommodate medical equipment or communication devices.
- Visual alarms for doorbells and smoke detectors for persons with hearing impairments.
- Kitchen appliances designed for persons with limited mobility.
- Lowering of thermostats for temperature controls.
- Installation of lever door handles.
- Installation of lever handles on water faucets.
- Handheld showers.
- Home visits to complete re-certifications for those for whom travel is difficult due to disability.
- Re-hang doors to make space more accessible.
- Provide lower peep holes in exterior doors.
- Provide accessible storage spaces including items such as dropping the height of clothes rods or placing shelving to the front of the closets.

There are other modifications that can be made if necessary to accommodate the needs of disabled persons. If you need any of these modifications or others not on this list, please notify your housing manager. If you do not feel that the staff has been responsive to your request, you may also contact Laura McCann at 919-508-1304 or via e-mail at lmccann@rhaonline.com for additional assistance.

***Resident Certifications:** *I have read the above Raleigh Housing Authority Modifications Available for Disabled Persons information. I understand my rights and obligations to receive a unit modification or reasonable accomodation.*

Pet Policy/Agreement

(No Pet Acknowledgment)

I am aware and do understand the Pet Policy Procedures and Agreement. At this current time, I do not have a pet. I will immediately contact the Management Office and get prior approval before I can have a pet in my unit or on the property. I understand that my visitor(s) and/or guest(s) are not permitted to have any pets on the property or in my unit. If I violate the Pet Policy Agreement, I will receive a Lease Termination Letter.

***Resident Certifications:** *I have read and understand the above Raleigh Housing Authority Pet Policy.*

AUTHORIZATION FOR RELEASE AND CONSENT

I/We the undersigned hereby authorize all persons or companies in the categories listed below to release without liability, information regarding employment, income, and/or assets to any of the below mentioned groups/individuals for the purposes of verifying information on my/our apartment rental application.

INFORMATION COVERED

I/We understand that previous, current, or future information regarding me/us may be needed. Verifications and inquiries that may be requested include, but are not limited to: personal identity, student status, employment, income, assets, medical, or child care allowances. I/We understand that this authorization cannot be used to obtain information about me/us that is not pertinent to my eligibility for and continued participation as a Qualified Tenant.

| | |
|----------------------------------|------------------------------|
| Child Care Expenses | Federal/State/Local Benefits |
| Credit History | Criminal Activity |
| Handicapped Assistance Expenses | Identity and Marital Status |
| Family Composition | Social Security Numbers |
| Employment/Income/Pension/Assets | Residence and Rental History |

GROUPS OR INDIVIDUALS THAT MAY BE ASKED

The groups or individuals that may be asked to release the above information include, but are not limited to:

| | | |
|-------------------------------|---------------------------------|-----------------------------|
| Welfare Agencies | Social Security Administration | Credit Bureaus |
| Retirement Systems | Landlords | Employers, Present and Past |
| Support and Alimony Providers | Veteran Administrations | Future Employers |
| State Unemployment Agencies | Register of Deeds | Schools and Colleges |
| Banks | Medical and Childcare Providers | Utility Companies |
| Financial Institutions | Courts | |
| Education Institutions | Law Enforcement Agencies | |

CONDITIONS

I/We agree that a photocopy of this authorization may be used for the purposes stated above. The original of this authorization is on file and will stay in effect for a year and one month from the date signed. I/We understand I/We have a right to review this file and correct any information that is incorrect.

***Resident Certifications:** *I have read and understand the above Raleigh Housing Authority Authorization for Release and Consent form and agree to provide this authorization.*

PUBLIC HOUSING RENT COLLECTION POLICY

Rent and other charges are due and payable on the 1st business day of the month payable to **RALEIGH HOUSING AUTHORITY**. As a safety measure, **NO CASH** shall be accepted. Raleigh Housing Authority has established the 5th business day of each month as the time through which rent payments and/or other charges due will not be considered late. There will be a late charge assessed monthly after the due date for any delinquent balance owed to the Housing Authority. After the 5th business day, a legal notice of termination will be issued to all Residents who have not made their payment. After the 5th business day, rent will be accepted by certified funds only. Upon execution of the Partial Payment Agreement, partial payment may be accepted.

If rent and/or other charges are paid by a personal check and the check is returned by the financial institution for any reason, this shall be considered a non-payment of rent and will incur a late charge plus an additional charge for processing. Once a personal check is returned, no further personal checks will be accepted. After a year of satisfactory payment history, a Resident may request a review of their payment history to determine if personal checks may be accepted.

Raleigh Housing Authority may refuse to accept the Residents offer of rent on the 4th time that the Resident has failed to pay rent or other charges during the first five (5) business days of the month within any twenty-four (24) month period. Raleigh Housing Authority reserves the right to refuse any rent once legal proceedings have been initiated.

***Resident Certifications:** *I have read and understand the above RHA Public Housing rent collection policy.*

Revised 4/1/2020