

BELMONT HOUSING AUTHORITY

RESIDENT POLICIES,

PROCEDURES

AND

INFORMATION HANDBOOK

Introduction

Dear Resident:

Thank you for choosing Belmont Housing Authority.

The Resident Handbook contains much needed information regarding policies and procedures. BHA Strongly encourages you to keep this information on hand as it is an integral part of your lease agreement.

BHA Administrative Office is open from 9:00AM-12:00PM and 2:00PM-5:00PM Monday-Thursday. Closed on Fridays. You may utilize the resident portal to communicate with BHA Staff. <https://www.pha-web.com/portals/family/1804>.

BHA maintenance personnel are responsible for all repairs at Flowers Court. Maintenance hours are from 8:00 AM to 5:00 PM Monday -Thursday. During these hours, maintenance will perform all scheduled maintenance and respond to routine and emergency work requests. All maintenance requests should be entered into the resident portal <https://www.pha-web.com/portals/family/1804>.

A maintenance staff person is on call during other hours for emergency situations only. Very often, residents make requests for non-emergency responses after these normal working hours of 8:00am-5:00pm, especially on weekends. This places a burden on our staff and adds considerable expense to correcting the problem. In many cases, this extra expense is charged to the residents.

To keep you more informed as to how BHA will handle routine and emergency work requests and what constitutes an "emergency," BHA has developed this Resident Information Handbook. Please read this information and familiarize yourself with the information. It will assist both you and the BHA in the handling of work orders.

Again, please remember that the normal work hours for maintenance are from 8:00 am to 5:00 pm. Please make every effort to report problems during these hours. After these hours, report only emergency conditions.

This Resident Information Handbook contains a section with photographs of common equipment. You, as a resident, have some responsibility for assisting BHA with maintenance issues. This section has been provided to assist you in understanding your responsibilities and the purpose and operation of the equipment.

BELMONT HOUSING AUTHORITY

51 Flowers Court, Belmont, NC 28012

704-825-9376

www.bhanc.org

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CHAPTER 1

WORK ITEM

EXPLANATION

AND

COSTS

EMERGENCY WORK ITEMS

BHA Maintenance will respond to EMERGENCY calls immediately. You must call (704) 825-9376. Leave a message. Your call will be returned.

1) **Fire**

- Call 911 immediately and vacate the apartment.
- Call BHA maintenance from a neighbor's telephone.

2) **Flooding inside the apartment such as a broken water line, etc.**

- Your first response should be to turn off the water at the main water shutoff valve in your apartment (photograph #1.) Remember, you will be responsible for water damage if water is not turned off.
- Call BHA maintenance at 704-825-9376 and leave a message.
- The BHA maintenance person will call you back to discuss it. In most cases, if the water has been shut off, maintenance will respond the next business day.

3) **Major damage to a BHA building such as a roof, wall, door, etc.**

Minor damage should be reported on the next business day.

4) **Gas leak**

- If you smell gas near the stove, check to see if a burner has been left on.
- If a burner was left on, turn it off.
- **Enbridge will come out and check for leaks if you still smell gas in your unit free of charge.**
 - The stove must be cleaned before the maintenance staff can repair it.
 - If the stove is not clean the gas will be disconnected until the stove is cleaned and free of grease.

5) **Leaking or ruptured water heater**

- Your first response should be to turn off the water supply to the water heater (photograph #3.) If this does not turn off the water flow, turn the water off at the main shutoff valve in your apartment (photograph #1.)
- **Call 704-825-9376 AND leave a message for BHA maintenance if water is on the floor of the water heater closet.** The on-call maintenance person will determine if this needs to be responded to immediately.

6) **Complete loss of electrical power in your apartment.**

Loss of power community-wide is the responsibility of Duke Energy. You should look outside to see if street lights, and your neighbor's power is out. If so, call Duke Energy. If power appears to be out in your apartment only, call the BHA Maintenance Department.

7) **Sewage backing up into apartment; Report this to maintenance immediately.**

8) **No heat, temperatures below 45 degrees;**

Check to see if the thermostat is on the correct setting position before calling maintenance

9) **Unlock doors for residents;**

BHA does not unlock doors for residents after hours. The only exception is if the fire department, ambulance, or police need entry due to an emergency.

10) **Broken window in extremely wintry weather.**

11) **Assist police in securing damaged units;**

12) **Smoke detector or carbon monoxide detector alarm:**

- Fan smoke detector (photograph #5) to clear dust or smoke from cooking, smoking, etc.
- Push reset button on carbon monoxide detector (photograph #6).
- If continues to alarm, call maintenance. The on-call maintenance person will return your call, discuss the problem with you, and respond if necessary.

NON-EMERGENCY WORK ITEMS

Report these conditions to BHA Maintenance during normal working hours of 8:00 am to 5:00 pm, Monday – Friday

1) **Trash in yard;**

- a. The residents are responsible for keeping their yard clean and neat.
- b. BHA Maintenance will tag an apartment where there is trash or debris. The resident will have 24 hours to clean the yard; thereafter the BHA Maintenance will clean the yard and charge the resident.

2) **Roaches, insects, bugs, ants, or rodents;**

3) **Washing machine line clogged; Washers and Dryers**

- a. BHA is only responsible for clogged drain lines. The resident is responsible for cleaning up water resulting from a hose that is loose, leaking or not firmly seated in the washer box.
- b. The washer box and drain line are the responsibility of BHA. BHA will repair the washer box or unclog drain line only.
- c. The resident is responsible for any water cleanup and damage due to lose or unseated washer hoses to the washer box.
- d. Washing machines and dryers are the property of the residents.
- e. Installation and repairs or damages because of washing machines and dryers are the responsibility of the residents.
- f. You should call the appropriate professional to install or repair.

The BHA Maintenance Department may assist in installing these items at actual time and materials charges, but they are not responsible for these items nor are they under any obligation to do so.

4) **No hot water;**

5) **No water at one fixture, i.e., kitchen sink, tub, etc.;**

6) **Broken plumbing fixtures, i.e., sink or bath faucet, shower head, etc.;**

7) **Broken toilet seat;**

8) **Minor water heater leak;** Place pan under leak to catch water until maintenance responds.

9) **Refrigerator not working;** Keep freezer door closed to keep food from thawing (photographs #8 & #9.)

10) **Water running in toilet;**

- a. Turn off water at valve under toilet (photograph #11).
- b. Clean up water. Remember, residents will be responsible for water damage if water is not turned off and cleaned up.
- c. **THE RESIDENT MUST CLEAN OUT THE TOILET AND SINK BEFORE MAINTENANCE UNCLOGS AND/OR REPAIRS.**

11) **Dripping faucet or drainpipe leaking;**

- a. Turn off water at valve under sink to conserve water (photographs #12).
- b. Remember, you will be responsible for water damage if water is not turned off and cleaned up.

12) **Toilet, bath or sink clogged or running over;**

- a. Turn off water at valve under toilet or sink (photograph #11.) If unable to turn off at fixture, turn off at main valve. Clean up water. Remember, you will be responsible for water damage if water is not turned off and cleaned up.
- b. The resident should attempt to clear minor clogs using a “Plumber’s Helper” before calling BHA Maintenance (see photograph #10).
- c. **The resident must clean out the toilet and sink before the BHA maintenance person unclogs and/or repair.**

13) **Partial loss of electrical power due to tripped circuit breakers;**

- a. The resident should open the panel and look for a tripped breaker,
- b. Only attempt to reset once. If the breaker trips again, call maintenance.
- c. See photograph #14 for an example of a Ground Fault Circuit Interrupter (GFCI.)

14) **Partial loss of electrical power due to defective light switch, receptacle;**

15) **Repair gas range other than gas leak;**

- a. BHA maintenance person will not work on a dirty or greasy gas range.
- b. The residents must clean the range before notifying BHA maintenance of a problem.

CHAPTER 2

FACT SHEETS AND PHOTOS

NOTE-The Fact Sheets on the following pages provide basic information on the care and operation of common equipment and fixtures found in your apartment.

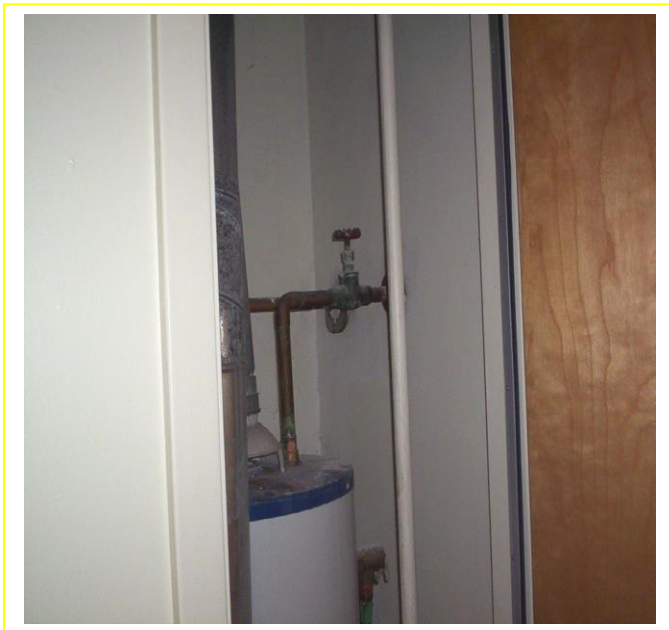
Water Shutoff - Main

The water shut-off main is in different locations, depending on the bedroom sizes. In the 2-bedroom units, the water shut-off main is in the locked closet with the water heater. In the 3-bedroom units, the water shut-off main is in the laundry area in corner. In the 4-bedroom units, the water shut-off main is in the downstairs closet in the hallway. Turn the valve clockwise to turn off water to the entire apartment.



Water Heater

If you notice water around the water heater or the water heater is leaking, turn off the water by turning the valve clockwise. If the water heater or piping is still leaking after turning off the water at the water heater, shut off the main water valve as described above. Call maintenance during regular working hours of 8:00 am – 5:00 pm to repair.



Smoke/Carbon monoxide Detectors

Combo Smoke/CO detectors have been installed on every floor and bedroom to notify you of fire, smoke, and carbon monoxide. The proper operation of these detectors is critical for the safety of you and your family. When a carbon monoxide detector alarms, you should make a note of all existing conditions in the apartment such as the digital reading on the carbon monoxide detector when the alarm occurs. In addition, you should note if anyone was cooking or smoking or if there was steam from the shower etc. Call maintenance. They will return your call and discuss the situation with you. You should never tamper with or remove a detector for any reason.

If your smoke detector is not operating properly, you should call maintenance during normal working hours of 8:00 am – 5:00 pm, Monday – Thursday to have the detector replaced.

If the detector alarms, you should check your apartment thoroughly to determine the problem. If there is no visible smoke or fire, the cause can be from cooking. You should try to silence the alarm by fanning the air at the smoke detector chamber. **NEVER HIT OR DISCONNECT THE DETECTOR.** This will disable your early-warning fire and smoke alarm system.

When a carbon monoxide detector alarms, you should make a note of all existing conditions in the apartment such as the digital reading on the carbon monoxide detector when the alarm occurs. In addition, you should note if anyone was cooking or smoking or if there was steam from the shower etc. Call maintenance. They will return your call and discuss the situation with you.

If your detector alarms due to fire or visible smoke from a fire, call 911 immediately and leave the apartment. You should not remain in the apartment and try to put out the fire.

If there is no fire or visible smoke and you cannot silence the alarm, call maintenance. A maintenance person will return the call and ask you questions regarding your problem. He may or may not respond after normal working hours depending on the problem.

You may be able to shut off the carbon monoxide detector by pushing the reset button. The alarm will cease if the carbon monoxide levels have dropped below the alarm setting. Even if the alarm ceases, you should still call maintenance and provide the information requested above.

****UNITS AT FLOWERS COURT ARE EQUIPPED WITH A COMBINATION SMOKE/CARBON MONOXIDE DETECTOR****



Refrigerator

Your refrigerator is provided as part of the appliance package for your apartment and will be maintained by the BHA Maintenance Department. If you provide your own refrigerator, you will be responsible for its proper operation and maintenance.

Should you have problems with your refrigerator, call BHA Maintenance during normal working hours of 8:00 am – 5:00 pm, Monday – Friday. If you notice water under the refrigerator, place a towel or other absorbent cloth under the refrigerator to absorb the water until maintenance can respond.



Periodic cleaning of the refrigerator, especially the door gasket, is essential for proper operation of the refrigerator. You should clean the refrigerator and door seal weekly by wiping with a damp cloth or sponge. This allows for proper circulation of air and allows the door to seal tightly when closed. You may be charged for replacement of the door seal if improper cleaning caused the seal(s) to fail.



Your refrigerator will operate best on the “normal” setting.

Toilet

Toilets are often clogged due to foreign objects being placed in the toilet bowl, such as toys, paper towels, other paper products, etc. Tissue paper and other products specifically designed for disposal in the toilets are the only items that should be flushed down the toilet.



You should attempt to unclog the toilet using a “plumber’s helper” prior to calling BHA Maintenance. **A maintenance charge will be assessed to unclog a toilet.**

If this does not unclog the toilet, then you must clean out the toilet and call for maintenance service. Maintenance will not work on a toilet that has not been cleaned out. A maintenance charge will be assessed to unclog a toilet.



If water is flowing out of the bowl and into the floor, turn off the water supply to the toilet by turning the angle stop valve clockwise. Attempt to unclog the toilet and reopen the valve. If this does not correct the problem, call for maintenance service. Maintenance will not work on a toilet that has not been cleaned out. A maintenance charge will be assessed for clogged toilets.

Sink – Kitchen or Bath

If your kitchen sink faucet breaks or leaks badly, turn off the water supply by turning both valves located under the sink clockwise when not in use. This will conserve water until maintenance can respond.

Call maintenance during regular working hours of 8:00 am – 5:00 pm to repair.

If your bathroom sink faucet breaks or leaks badly, turn off the water supply by turning both valves located under the sink clockwise when not in use. This will conserve water until maintenance can respond.

Call maintenance during regular working hours of 8:00 am – 5:00 pm to repair.



Washing machine

The washer box and drain line are the responsibility of BHA. BHA will repair the washer box or unclog drain line only.

Washing machines are the property of the resident and the resident is responsible for any water cleanup and damage due to loosing or unseated washer hoses to the washer box.

Installation, repairs, and/or damage because of washing machines and dryers are the responsibility of the residents. You should call the appropriate professional to install or repair. BHA maintenance will install the washing machine or repair a washer hose for a charge but are under no obligation to do so.

Gas Furnace (Heat)

No heat in apartment, outside temperature below 45 degrees. Your furnace may not be working for a variety of reasons. Before calling maintenance, check to see if the thermostat is set to heat with the fan on auto. switch next to the furnace is in “up” or “on” position and that the thermostat is on and set properly.

Non-Emergency issues will be handled the next business day.

Electrical

Ground Fault Circuit Interrupters (GFCI)

These are particularly important safety devices installed for the protection of you and your family. They will detect the smallest stray current and trip off, cutting the electrical current to the receptacle.



GFCIs are placed where receptacles are close to water such as the kitchen and bathroom.

Due to their sensitive nature, GFCIs may trip for a variety of reasons. They will become more sensitive as they are tripped, so do not let children play with the GFCIs.

If you have no power at the kitchen sink receptacles or in the bathroom, check the GFCI. Reset if tripped.

If the GFCI continuously trips for no apparent reason, call maintenance during normal working hours of 8:00 am – 5:00 pm, Monday - Friday for repairs.

2025 BHA MAINTENANCE CHARGES FOR RESIDENT CAUSED DAMAGES

WORK ITEM DESCRIPTION	TOTAL RESIDENT CHARGE FOR RESIDENT CAUSED DAMAGES
Appliances	
Range, replace 30"	\$ 770.75
Range, replace knob	\$ 35.82
Range, replace grate	\$ 58.46
Refrigerator, replace	\$ 840.75
Refrigerator, replace crisper cover	\$ 127.96
Refrigerator, replace crisper pan	\$ 153.96
Refrigerator, replace door gasket	\$ 108.44
Refrigerator, replace door trim	\$ 99.13
Refrigerator, replace freezer gasket	\$ 96.58
Electrical	
Smoke/CO detector, replace (tamper)	\$ 96.95
Remove broken light bulb stuck in fixture	\$ 17.85
Light globe, replace 6" hall	\$ 36.48
Light globe, replace 8" hall	\$ 35.76
Light fixture , front/ back porch	\$ 152.25
Light globe, replace bathroom	\$ 41.92
Light globe, replace bedroom, round	\$ 31.52
Receptacle cover, replace	\$ 21.50
Receptacle, replace	\$ 41.47
Switch cover, replace	\$ 31.54
Switch cover, replace, 3-way	\$ 38.25
Switch, replace	\$ 41.81
Thermostat, replace	\$ 60.47
Plumbing	
Bathroom accessory, replace medicine cabinet	\$ 104.75
Bathroom accessory, replace paper holder	\$ 29.16
Bathroom accessory, replace shower curtain rod	\$ 58.32
Bathroom accessory, replace tissue roller	\$ 27.97
Bathroom accessory, replace towel bar	\$ 38.91
Bathtub, install grab bar kit	\$ 77.49
Bathtub, replace handle	\$ 54.71
Bathtub, replace rubber stopper 2"	\$ 29.22
Bathtub, replace shower arm	\$ 37.79
Bathtub, replace shower head	\$ 47.07
Bathtub, replace spout	\$ 36.11
Kitchen sink, replace aerator	\$ 28.91
Kitchen sink, replace basket	\$ 53.89
Kitchen sink, replace drain	\$ 59.43
Kitchen sink, replace faucet	\$ 103.88

Kitchen sink, replace handle	\$	42.10
Kitchen sink, replace rubber stopper	\$	22.01
Kitchen sink, replace spout	\$	63.87
Kitchen sink, replace stem	\$	30.92
Kitchen sink, replace supply line	\$	34.68
Lavatory, replace handle	\$	53.37
Lavatory, replace faucet	\$	99.68
Lavatory, replace rubber stopper 1 1/2"	\$	28.79
Toilet bowl, Install 10" ^{WP5}	\$	165.31
Toilet tank, Install 10" ^{WP3}	\$	144.81
Toilet, pull to unstop ^{WP1}	\$	72.96
Toilet, replace ballcocks	\$	38.53
Toilet, replace flapper	\$	36.73
Toilet, replace seat (elongated)	\$	47.73
Toilet, replace seat (regular)	\$	42.13
Toilet, replace tank lever	\$	42.58
Toilet, replace tank lid	\$	47.95
Toilet, unstop	\$	25.71
Kitchen sink, unstop	\$	31.12
Lavatory, clean out strainer and pea trap	\$	44.56
Structural		
Door, install bumper	\$	22.45
Door, replace closet door, 2-8 (lauan)	\$	125.61
Door, replace closet door, 3-0 (lauan)	\$	133.61
Door, replace door unit (includes frame), 2-6	\$	241.14
Door, replace door unit (includes frame), 2-8	\$	239.86
Door, replace door unit (includes frame), 3-0	\$	241.14
Door, replace exterior	\$	448.82
Door, replace exterior sweep	\$	33.59
Door, replace latch bolt 2 3/4	\$	56.43
Floor tile, replace	\$	18.27
Keys, door key, make new	\$	21.82
Keys, mailbox, make new	\$	18.45
Lock, change exterior door lock, complete housing	\$	122.40
Lock, change mailbox lock	\$	39.62
Lock, replace exterior deadbolt (core)	\$	47.42
Screen door, replace 32" screen door	\$	289.63
Screen door, replace 36" screen door	\$	326.33
Screen door, replace closer (complete kit)	\$	42.88
Screen door, replace latch kit	\$	46.91
Sheetrock, repair ceiling and finish (4' X 4' section)	\$	166.17
Sheetrock, repair ceiling and finish (ea addt'l section)	\$	72.07
Sheetrock, repair hole (each addt'l sq ft)	\$	34.24
Sheetrock, repair hole (per square foot)	\$	33.80

Sheetrock, repair small hole w/ fast patch	\$	30.73
Sub-flooring, replace (2' x 2' section)	\$	41.56
Sub-flooring, replace (each addtl 2' x 2' section)	\$	34.78
Window, replace ballast	\$	36.15
Window, replace lock	\$	41.43
Window, replace one-half glass	\$	292.44
Window, replace full glass	\$	502.16
Window, replace screen	\$	165.40
Window, replace shade (37 1/4 X 72)	\$	32.85
Window, replace shade (46 1/4 X 6)	\$	34.49
Window, replace shade (73 1/4 X 6)	\$	52.23
Miscellaneous		
Extraordinary cleaning of vacant units per hour	\$	65.13
Per 1/2 hour	\$	41.12
Non-emergency after-hour maintenance requests	\$	65.13
Furniture Removal/Trash pickup per hour	\$	65.13
Trash pickup / removal(per 1/2 hour)	\$	44.82
Refrigerator, extra cleaning	\$	105.76
Range, light pilot due to disconnected gas	\$	28.03
Water heater, light due to disconnected gas	\$	28.03

CHAPTER 3
HOUSEHOLD CLEANING TIPS

CLEANING YOUR HOME WITH PANTRY STAPLES

- **CLEANING WITH VINEGAR**-Mix equal parts white vinegar, with water in a spray bottle. To mask the strong vinegar scent, you can add essential oils, strips of lemon zest or some rosemary sprigs, but this is optional.
- **WINDOWS**-To clean windows without streaks, mix equal parts of white vinegar and hot water and add a splash of liquid soap. The best time of day to clean is when the sun is not shining directly on the windows.
- **MICROWAVE**-Combine equal parts water and vinegar – this time in a large microwaveable bowl. Pop the bowl into the microwave and set it for about five minutes. The steam created will loosen any food debris, which you can simply wipe away.
- **FLOORS**- Take your equal parts vinegar and water solution and mop. It not only lifts off grease and dirt, but the diluted solution stops the floor from being damaged by the acid of the vinegar.
- **COUNTERTOPS**- Fill a spray bottle with about 50 percent vinegar, 30 percent water and 20 percent lemon juice. Spray on and wipe off.
- **STOVE TOP**- Spray your vinegar and water mix onto the cooktop, leave it for about 10 minutes then scrub with soapy water using a non-abrasive scouring pad.
- **REFRIGERATOR/FREEZER**- Spray your vinegar and water mix and wipe clean.
- **Clean a showerhead** by pouring some white vinegar into a plastic bag and secure it around the showerhead with an elastic band. Leave overnight and wake up to a sparkling shower!
- **To clean a bathtub** with vinegar, simply mix it with warm water and begin scrubbing the surface of your problem area. If the stain persists, mix vinegar and baking soda and let sit for a few minutes before vigorously scrubbing.
- **To clean the toilet**- pour a cup of undiluted vinegar into the bowl and leave overnight. The next day, sprinkle with baking soda and scrub. Finally, flush the toilet and you are all done.

CLEANING WITH BAKING SODA

DO NOT EVER MIX THESE ITEMS WITH BAKING SODA: Hydrogen peroxide (in a closed container), Ammonia, Chlorine bleach, Chemical cleaners, Alcohol, Other cleaning agents

- **TRASH CANS**- Mix baking soda with water and use it as a spray to clean and deodorize the inside,"
- **Remove Coffee and Tea Stains**- Sprinkle baking soda into your mug and gently scrub the stain away with a damp sponge
- **Clean Oven Racks**- Soak oven racks in a bathtub with baking soda and hot water," Sokolowski says. "After a few hours, scrub them clean with a brush."
- **Clean Grout**- make a simple paste with baking soda and water, then apply it to darkened grout lines and scrub with a toothbrush.

CLEANING CHECKLIST TO HELP YOU GET STARTED:

Daily Cleaning Checklist

- Make the bed
- Wipe down kitchen counters
- Sanitize high-touch surfaces
- Wipe down bathroom counters
- Sweep floors
- Clean dirty dishes
- Put away clothes

Weekly Cleaning Checklist

- Change and wash bathmats, towels, and washcloths
- Clean toilets, bathtubs, showers, and sinks
- Dust surfaces, including furniture, objects, and light fixtures
- Empty trash bins and wipe the insides and outsides
- Vacuum and mop floors
- Wipe mirrors
- Change/wash sheets and pillowcases
- Sort through inboxes: pay bills, file paid bills, and paperwork
- Wipe kitchen counters, sink, range hood, refrigerator, and cupboard doors
- Wipe the inside of the oven, microwave, and toaster oven
- Wipe hand and pet prints from windows and glass doors

Monthly Cleaning Checklist

- Scrub grout
- Wipe insides of medicine cabinets
- Wipe tub and shower surrounds
- Wash pillow protectors, mattress pads, and shams
- Dust shelves and storage bins
- Vacuum floors and baseboards
- Throw out old food in the freezer
- Wash range hood filters
- Dust portable fans
- Vacuum window treatments, moldings, and windowsills
- Wipe interior and exterior doors and trim
- Wipe switch plates
- Vacuum and mop floors

Seasonal Cleaning Checklist

- Wash pillows
- Turn mattresses
- Vacuum mattresses, box springs, and bed frames
- Deep clean oven
- Organize and wipe down cabinets
- Remove contents of kitchen cabinets and wipe clean
- Throw out expired food items
- Wipe the inside of the refrigerator
- Clean baseboards and moldings
- Donate old clothes
- Clean out makeup drawers and throw away expired items
- Vacuum and mop floors

Yearly Cleaning Checklist

- Remove contents of kitchen cabinets and clean interiors
- Throw away expired food items
- Deep clean oven
- Deep clean refrigerator and freezer
- Dust air vents
- Clean behind large appliances
- Vacuum and mop floors

RESIDENTIAL LEASE AGREEMENT: TERMS AND CONDITIONS

SECTION XV. Housekeeping Standards and Policy

Tenant responsibility: Tenant is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards that results in the creation or maintenance of a threat to health or safety is a violation of the lease terms and can result in eviction. Failure of three (3) consecutive housekeeping inspections is a violation of the terms of the lease agreement and can result in eviction.

a) Housekeeping Standards: Inside the Apartment General-

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

Kitchen-

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

Bathroom-

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

Storage Areas-

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

b) Housekeeping Standards: Outside the Apartment-The following standards apply to family and scattered site development only; some standards apply only when the area noted is for the exclusive use of Tenant:

- (1) Yards: should be free of debris, trash, and abandoned cars. Exterior walls should be free of graffiti.
- (2) Porches (front and rear): should be clean and free of hazards. Gas cans, oil, batteries, or any other flammable materials must not be stored on porches. Any items stored on the porch shall not impede access to the unit.
- (3) Steps (front and rear): should be clean, and free of hazards.
- (4) Sidewalks: should be clean and free of hazards.
- (5) Storm doors: should be clean, with glass or screens intact.
- (6) Parking lot: should be free of abandoned cars. All vehicles must have current license plates and be in working order. There should be no car repairs in the lots.
- (7) Utility room: should be free of debris, motor vehicle parts, and flammable materials.

MOLD AND MILDEW PREVENTION AND CLEANING- Mold/Mildew in Bathroom

- If mold/mildew has begun to grow in your bathroom you need to remove it immediately. You can use a sponge, cloth or scrubbing brush to clean mold/mildew off most bathroom surfaces and an old toothbrush to get into hard-to-reach places where mold/mildew has begun to grow.
- Once the mold has been removed, mold/mildew inhibiting solutions such as vinegar can be used to regularly clean the bathroom to prevent the mold/mildew's return.
- If mold is growing in sealer and you cannot get rid of the mold/mildew then the sealer may need to be removed and replaced. Walls which you cannot seem to remove the mold/mildew from may also need to be cut out and replaced as a last resort.

Removing Mold/Mildew from Tiles and Grout

- Mold/mildew often grows on tiles or in the grout around them. You should be able to easily remove mold/mildew from tiles by scrubbing or wiping with a cloth. Mold/mildew growing in grout can be more difficult though. Bleach can often be useful for killing mold/mildew in grout and fading away mold/mildew stains. The grout may require a good scrubbing with a toothbrush or scrubbing brush.

Causes - Why and How Mold/Mildew Grows in the Bathroom

- It is quite common for mold/mildew to be found in bathrooms. One obvious reason is that there is lots of water and humidity in the bathroom.
- Frequently running water in the bathroom basin, the bathtub and the shower creates wet surfaces and puddles of water. If you do not dry this moisture out quickly it can easily lead to mold/mildew growth.
- On top of this, when the water in the bathroom does dry out it evaporates into the air and increases the humidity. Steam from the shower or a hot bath also makes the bathroom more humid. Since bathrooms are often not well ventilated the humidity tends to hang around and wet surfaces take a long time to dry out.

Mold/Mildew in Shower and Bathtub

- Mold/mildew can often be found in the shower and the bathtub. Grime from body oils and soap scum which is washed off and onto the shower or tub create a food source for mold/mildew to feed on. And of course, there are abundant water sources for mold created by running water and steam.
- To prevent mold/mildew growing in the shower or bathtub regularly clean both with a cleaning product of your choice. After cleaning, wipe the shower and tub dry to minimize leftover moisture.

Mold/Mildew in Bathroom Basin

- Mold/mildew can frequently be found in the bathroom sink or basin for the same reasons it grows in bathtubs and showers: soap scum and grime provide a food source for mold/mildew and the running water from the tap provides a source of moisture. Again, the basin should be cleaned regularly to prevent mold/mildew from beginning to grow on Objects in the Bathroom
- Keeping many items in the bathroom such as shampoo bottles, beauty products, old soaps can lead to mold/mildew growth, particularly if the bottles and items are frequently getting wet. Wet surfaces sitting on other wet surfaces such as bottles on the bathroom basin take longer to dry and can trap water.
- You should make sure items in your bathroom do not sit on surfaces which are often wet. Store the items somewhere up higher, ideally on a shelf which remains dry during showering.
- Also, the fewer items you have, the less likely it is for them to cause mold/mildew growth. Minimize objects in the bathroom by using up nearly empty shampoo bottles or other products, throwing away any empty bottles, or storing things not frequently used somewhere else. When you clean the bathroom remove all extra objects. Clean them separately before returning them to the bathroom to prevent mold growth.

Reducing Humidity in the Bathroom

- Ideally the humidity in the bathroom should be kept below 55% to prevent mold/mildew growth. You can maintain this by ventilating your bathroom well, especially after you have had a shower or bath. Turn on the bathroom fan while you shower and leave it on for about five minutes afterwards to remove the steam and dry out the air. If you do not have a bathroom fan, or as well as using the fan, open the window to let steam out and circulate the air.
- Besides leaving the window and door of the bathroom open after having a shower or bath, if you are concerned about the moisture levels you can also wipe down wet surfaces, so they dry faster.

Regular Bathroom Cleaning

- Regularly cleaning the bathroom will prevent mold/mildew from starting to grow. At least once a month, wipe down the bathroom with an anti-fungal solution. Remember to include the ceiling when you do this as it is a prime area for mold/mildew growth. The floor can be mopped with mold/mildew inhibiting solutions such as vinegar.

Another good tip is to spray the bath and shower with undiluted vinegar which prevents mold/mildew and deodorizes the bathroom. You do not need to rinse the vinegar away, instead let it dry on its own.

Drying Wet Surfaces in the Bathroom

- Drying wet surfaces manually will reduce moisture sources as well as the humidity level of the bathroom since the water on these surfaces would otherwise evaporate into the air. After you have had a shower or bath wipe down the tiles, glass, mirror, walls, window or any other wet surfaces with a towel or squeegee. It is also a good idea to minimize the number of potential wet surfaces by removing any objects from the bathroom you do not need.

CHAPTER 4

BHA POLICIES

NOTE: Policies included in BHA's Resident Information Handbook are referred to in your lease and are part of your lease. The Resident Information Handbook is subject to change as policies change. Residents will be provided with updates as needed. Copies of all BHA's Policies and a copy of BHA's Admissions and Continued Occupancy Policy are located at Belmont Housing Authority, 51 Flowers Court, Belmont, NC 28012.

Public Housing Smoke Free Policy

Introduction

The attached policy language (beginning on page 3) was developed to assist Public Housing Agencies (PHAs) with the adoption of a strong smoke free policy for all public housing properties. PHAs are welcome to use the language in full or adapt portions to meet individual needs. The goal is to help make the policy adoption process easier by providing sample legally reviewed language. For many years, Americans for Nonsmokers' Rights (ANR) has provided model language for smoke free laws and policies that is legally vetted and in use in communities throughout the country.

This language complies with and complements the U.S. Department of Housing and Urban Development's (HUD) smoke free rule that went into effect on February 3, 2017. More than 670 PHAs in at least forty-four states already have a smoke free policy in place. PHAs that do not yet have a policy that meets the minimum standards required by HUD now have 18 months to implement a new policy or amend an existing policy to meet those standards.

HUD's Rule RIN 2577-AC97 requires each PHA to implement a smoke free policy that prohibits the use of "prohibited tobacco products" in all public housing living units, indoor common areas in public housing, and in PHA administrative office buildings. The policy must also extend to all outdoor areas within twenty-five feet of the public housing and administrative office buildings.

This model policy meets the requirements specified in the HUD rule and adds some stronger provisions, which are permitted by the HUD rule and are in line with policies being adopted by PHAs around the country. Below is an overview of differences between the HUD rule and the attached policy language.

Definitions:

HUD's rule uses the term "prohibited tobacco products" which includes cigarettes, cigars, pipes, and water pipes (hookahs). The model language instead uses ANR's standard definition of "smoking," which includes all lighted or heated tobacco products including hookah and marijuana, as well as the use of an electronic smoking device, which is also specifically defined in the policy.

Electronic Smoking Devices/E-Cigarettes:

HUD's rule does not address the use of e-cigarettes and other electronic smoking devices. The ANR model policy includes the use of these products (vaping) because of the established scientific research around health and safety concerns about breathing the aerosol emissions that these products release into the air. Learn more about the health concerns electronic smoking devices and secondhand aerosol.

Marijuana:

HUD's rule does not address the use of marijuana because it is already a federally prohibited substance, and the use and possession of marijuana is prohibited in HUD-funded properties. ANR recommends explicitly including marijuana in the policy, via the definition of smoking, because numerous states are now legalizing medical and/or recreational use of marijuana, and clear language can help reduce lack of awareness or confusion among residents, management, and guests.

Outdoor Areas: HUD's rule requires that smoking be prohibited within twenty-five feet of buildings and specifies that PHAs may have stronger outdoor provisions if desired. The model policy provides PHAs with the option of prohibiting smoking anywhere on the grounds, or to allow outdoor smoking areas that are at least twenty-five feet from buildings. Additionally, the model policy specifies that smoking is not allowed on balconies, decks, and patios. These outdoor spaces are not mentioned in the HUD rule, but the majority would be covered by the twenty-five feet from buildings rule, so ANR recommends specifically mentioning these spaces for the sake of clarity.

Enforcement:

HUD's rule does not spell out enforcement requirements. The model policy states that PHAs should post signs and that violations are considered a material breach of the tenant's lease and grounds for enforcement actions, which may include eviction. PHAs are encouraged to enforce the smoke free policy using existing procedures in place for enforcing lease rules, and ANR emphasizes that while eviction is legally an available enforcement action, the goal is to have enforcement procedures that help achieve improved compliance with eviction only being the very last resort. PHAs are free to modify the language to include specific enforcement actions.

Belmont Housing Authority Smoke-free Housing Policy

24 CFR Parts 965 and 966

Enacted: September 11, 2017, Effective: May 1, 2018

1. Department of Housing and Urban Development Rule.

On November 29, 2016, the Department of Housing and Urban Development (HUD) adopted Rule RIN 2577-AC97, effective February 3, 2017, which requires every Public Housing Agency (PHA) administering public housing to implement a smoke-free policy. Specifically, **no later than 18 months from the effective date of the rule**, each PHA must implement a “smoke-free” policy banning the use of “prohibited tobacco products” in all public housing living units, indoor common areas in public housing, and in PHA administrative office buildings. The smoke-free policy must also extend to all outdoor areas up to twenty-five feet from the public housing and administrative office buildings.

Under the Rule, a PHA’s smoke-free policy must, at a minimum, ban the use of all prohibited tobacco products, which are defined as (1) items that involve the ignition and burning of tobacco leaves, such as (but not limited to) cigarettes, cigars, and pipes, and (2) to the extent not covered by (1), water pipes (hookahs). Pursuant to the Rule, PHAs may, but are not required to, further restrict smoking to outdoor dedicated smoking areas outside the restricted areas, create additional restricted areas in which smoking is prohibited (e.g., near a playground), or, alternatively, make their entire grounds smoke-free.

2. Purpose of Policy.

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

3. Definitions.

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

4. All Buildings to Be Smoke-free.

All public housing buildings and administrative offices shall be smoke-free. Smoking is prohibited in all living units, including any associated balconies, decks, or patios, and in the common areas of the buildings, including, but not limited to, community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices, and elevators.

5. Smoking on the Grounds of Buildings.

Smoking is prohibited anywhere on the grounds adjoining public housing and office buildings, including entryways, patios, and yards *or* on the grounds adjoining public housing and office buildings, except in located at least twenty-five feet from such buildings.

6. Applicability of Policy.

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

7. Responsibilities of Tenants.

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

8. Housing Authority to Promote Smoke-free Policy.

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

9. Right of Tenants To Sue Other Tenants Who Violate Policy.

A Tenant may bring legal action against another Tenant related to this smoke-free Policy, but a Tenant shall not have the right to evict another Tenant. Any legal action between Tenants related to this Policy shall not create a presumption that the Housing Authority failed to perform its responsibilities under the Policy.

10. Violations of Policy.

A violation of this smoke-free Policy shall be considered a material breach of the Tenant’s Lease and grounds for enforcement actions, including eviction, by the Housing Authority. A Tenant who violates the Policy shall also be liable to the Housing Authority for the costs of repair to the Tenant’s apartment unit due to damage from smoke odors or residue.

1. Tenant Violations

- | | |
|----------------------|---|
| a. First Violation: | Warning to Tenant. |
| b. Second Violation: | \$75.00 fine to Tenant. |
| c. Third Violation: | \$150.00 fine to Tenant. |
| d. Fourth Violation: | Eviction of Tenant plus a restoration fee equivalent to the cost to effectively restore the unit to a smoke-free condition in addition to any other fees or loss of rent associated with an early lease termination pursuant to your Lease. |

2. Tenant's Guests Violations: The following action will be taken against the Tenant in the event any Tenant Invitee is smoking inside an apartment or within twenty-five feet of a building.

- | | |
|----------------------|--------------------------|
| a. First Violation: | Warning to Tenant. |
| b. Second Violation: | \$75.00 fine to Tenant. |
| c. Third Violation: | \$150.00 fine to Tenant. |
| d. Fourth Violation: | Eviction of Tenant |

3. Restoration of Status: After 12 consecutive months of no infractions (including by Tenant and any Tenant Guest), the level of violation will revert to zero (i.e., if a Tenant has incurred 2 violations and Resident Invitee's have 3 violations, if there are no further violations for a 12-month period following the last violation, the next violation will be a First Violation).

11. Housing Authority Not Guarantor of Smoke-free Environment.

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

12. Housing Authority Disclaimer.

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

Belmont Housing Authority GREEN TAG POLICY

General

In accordance with Part 1, Section IX, Subsection (f) of the Belmont Housing Authority Public Housing Lease, BHA is implementing a Green Tag Policy to ensure that its grounds are free of litter and kept in a pleasing and clean condition.

Trash Containers

Trash containers are to be rolled to the curb no earlier than 5:00pm on the day before trash pick-up and returned to the rear of the unit no later than 7:00am on the following day of trash pick-up.

If a resident places their trash container at the curb or leaves the trash container at the curb in violation of the above, the Maintenance Mechanic will move the container to the rear of the unit and management will assess a \$25.00 maintenance charge which will be billed on the resident's rent statement for the following month.

Debris or Litter in Yard

Each BHA resident is responsible for maintaining their yard.

"Yard" is defined as front, back and side areas surrounding any unit.

"Front area" is defined as from the front of the unit to the curb or twenty feet from the unit, whichever is less.

"Back area" is defined as from the back of the unit to the rear property line or fence line or twenty feet, whichever is less. "Side area" is defined as from the side of the unit extending twenty feet from the side of the unit or to a parking lot curb, whichever is less.

Maintenance will inspect grounds daily and notify the resident of presence of trash/debris in their yard by placing a "green tag" on the door handle. The green tag will indicate the time that the trash/debris was noticed. The residents will have 24 hours to clean the yard

After the 24-hour notification period, the Maintenance Mechanic will remove the debris and/or litter and dispose of properly and management will assess a \$25.00 maintenance charge which will be billed on the resident's rent statement for the following month.

Bulk Trash

The City of Belmont's bulk pickup is scheduled for every 3 months. Bulk items are to be rolled to the curb no earlier than 5:00pm of the day before bulk pick-up.

If the city does not pick up the bulk trash on the scheduled day the resident is responsible for removing the bulk trash from the street no later than 7:00am on the following day of the scheduled bulk trash pick-up. Should the resident place bulk trash at the curb at any other time or fail to remove the bulk trash after 7:00pm on pick up day, the Maintenance Mechanic will remove the debris and/or litter and dispose of properly and management will assess a \$25.00 maintenance charge and actual landfill fees which will be billed on the resident's rent statement for the following month.

Flammable/Hazardous Materials

Residents are expressly prohibited from placing flammable or hazardous materials at the street for pickup. Should the resident place such materials at the curb the Maintenance Mechanic will dispose of the flammable or hazardous materials and management will assess a \$25.00 maintenance charge and actual landfill fees which will be billed on the resident's rent statement for the following month.

Belmont Housing Authority Pet Policy

Residents of the Belmont Housing Authority (BHA) may own and keep common household pets. These rules are adopted in compliance with HUD, State, and local laws. They are designed to maintain the existing provisions of the Lease in providing decent, safe, and sanitary living environment for existing and prospective residents. The rules are also designed to protect and preserve the physical condition of the housing community.

These rules are a part of the dwelling lease between the resident and the Belmont Housing Authority and are enforceable accordingly. If any rule or provision of this Pet Policy is violated, BHA shall have the right to demand removal of the Pet(s) from the community. Any refusal by the resident to immediately comply with such demand shall be deemed to be a material breach of the Lease, in which event BHA shall be entitled to all the rights and remedies set forth in the Lease for violations thereof, including but not limited to eviction, damages, and attorney's fees. The rules do not apply to or restrict animals that are used to assist the blind.

Definition: Common household pets include but it not limited to include dog, cat, bird, fish, gerbil, or turtle.

Designated area for walking pet: areas around the fence line that are away from buildings.

GENERAL:

- (A) Pet ownership will be prior approved by BHA as evidenced by the resident registration verification form of the pet and signing the Lease Addendum as an agreement to comply with the rules and regulation set forth.
- (B) Residents are allowed **ONE- (1)** pet. More than one may be allowed in the case of aquariums or caged pets. No more than **two- (2)** caged pets are allowed.
- (C) Dogs or cats when **fully grown**, must not weigh more than twenty-five pounds (lbs.), height when **fully grown** must not be more than twenty inches from paw to shoulder.
- (D) Residents are required to abide by State and local laws governing owned pets and the BHA reserves the right to coordinate with local officials in reassuring residents' proper care and treatment of dogs and cats.

INOCULATIONS AND LICENSING:

- (A) Pet(s) must be inoculated and licensed in accordance with State and local laws. **Inoculation records must be presented prior to bringing pets on BHA property.**
- (B) Upon enforcement of the rules and prior to occupancy, residents must supply BHA with official documentation on pet name, license, and inoculations verification form from a certified Veterinarian.
- (C) A resident is required to supply annually to BHA an update on pet's certification and inoculations at the Annual Reexamination interview.
- (D) All dogs and cats are required to be spayed and neutered and must meet the requirements of Federal, State, and local laws governing inoculations, licensing, etc. prior to entry. Cats must be declawed.

TYPES OF PET(S) ALLOWED:

- (A) Domestic household dogs and cats.
- (B) Birds, gerbils, or rodents and turtles.
- (C) The following types of pets or banned and not allowed on any Housing Authority (BHA) property:
Pit Bulls (also known as Staffordshire Terriers or Bull Terriers); German Shepherds; Huskies; Malamutes; Doberman Pinschers; Rottweilers; Chows; and any cross breads of full breads that falls under this stated list of ban pets. All wild, dangerous exotic animals and animals that are unpredictable. All reptiles except turtles.

SANITATION AND PET CARE:

- (A) Pet owners are required to remove and properly dispose of all pet waste. **Poop-a- scoopers** are required when walking pet in designed area (see map). Waste may be disposed of in sealed plastic double bagged daily and litter should be changed at least once per week. **Do not** flush litter box waste in commodes even if it states on the package that it is flushable.
- (B) A fine of **\$25.00** will be charged to the residents for cleaning up of waste for each occurrence by BHA. Cats or dogs are not allowed to use the interior grounds for the housing community for deposit of waste on designated areas as marked by the map for each community. Pets shall be walked only in the exterior area(s) designated by BHA.
- (C) Residents must take precautions to eliminate odors, keep surroundings void of insects due to pets and maintain sanitary conditions inside of the unit. Units failing inspections due to pet issues will fall under the 3-consecutive failed inspection Lease policy.
- (D) Outside housing for pets is not allowed. No fencing, dog houses, cages or other attachments are allowed.

- (E) Residents should not allow pets out of the unit unless he/she holds pet on a leash or in a cage when outside of the unit. The pet must be under the resident control always. **Residents shall not tie their pet to any object outside the unit.**
- (F) Pets must be fed inside the unit from a container. Pet food is to be kept in sealed containers.
- (G) Pets are not permitted in any housing Community Centers, Administrative Complex (Main Office), Maintenance Complex, or any housing Playgrounds.
- (H) The pet owner shall be liable for all damage caused by the pet, both to people and property. The pet owner agrees to indemnify BHA for all costs of claims related to damages caused by pets, including attorney's fees and any other court related costs and expenses. Resident shall be strictly liable for the entire amount of any wrongful death, or injury to the person or property of others, caused by pet, and resident shall indemnify owner for all costs resulting from same, including but not limited to litigation costs and attorney's fees.
- (I) The residents will be responsible for extermination due to the pet fleas, for example. The residents also agree to remove pets temporarily, if necessary, for regular extermination by BHA.
- (J) The resident must be present during scheduled inspections and repairs of the dwelling unit when pet is inside unrestrained. If a resident is not available, the pet must be caged or removed from the unit totally. BHA, its staff, and personnel shall not be liable for any lost or injured pet that is left unrestrained during scheduled inspections or repairs.
- (K) Residents may not have any pets staying overnight or visiting temporarily that are not specifically indicated in the lease agreement. **Feeding stray animals is not allowed. Feeding stray animals will be considered pet ownership and will require a pet deposit to be paid.**
- (L) Residents shall be charged a fee of **\$15.00** per trip required by the staff of BHA for return trips to complete any work order or other management related function due to pets not being properly restrained.
- (M) Resident acknowledges and agrees that BHA may, at any time and in BHA's sole and absolute discretion, revoke its consent for resident to keep pet(s). BHA may revoke consent if BHA receives complaints from neighbors, other residents, or BHA staff about pet(s), or if BHA, in BHA sole discretion, determines that pet(s) has disturbed the right, comfort, convenience, or safety of neighbors, other residents or BHA staff. Resident shall immediately and permanently remove pet(s) from BHA property upon BHA written notice that consent is revoked.
- (N) BHA will reject any pet(s) that has in the past bitten, attacked, harmed, or menaced anyone from being approved and allowed on any housing owned or managed property. Pet(s) approved by BHA and then attack, harm, or menace anyone will be required to be removed from BHA property immediately upon receiving notice from BHA.
- (O) The resident agrees to remove the pet immediately upon notice from the BHA of three – (3) legitimate nuisance complaints about the pet and any threats to health and safety of any residents, public and BHA staff. Failure to immediately remove the pet shall be grounds for termination of the resident's lease.
- (P) Pets are not to be left unattended for an extended period. In the case of cats and dogs, BHA reserves the right to enter and have the pet secured for proper care and safety at the owner's expense when the animal is left unattended for a period of more than eight -(8) hours.
- (Q) BHA has the right to inspect the pet owner's unit without prior notice when there is reasonable cause to suspect the pet is not being cared for and/or the resident is unable to properly care for the pet.
- (R) The pet owner agrees to identify two (2) people by name, address and daytime phone number and signature as evidenced to BHA, who agrees to be contacted and assume care for the pet if the owner for whatever reason, is no longer able to assume responsibility. This could be in the case of emergency or on a permanent basis.
- (S) All dogs and cats must have a collar with a tag. The tag must state the Head of Household name, address, and the name of the pet.

FINANCIAL RESPONSIBILITY:

- (A) The presence of pets may cause damage to the unit and/or project premises and may increase project expenses that may not be adequately compensated for through the general security deposit. This deposit does not include an incurred expense for removal of pet waste or return trips to the unit due to pet not being restrained properly. The pet deposit will be used for expenses caused by the pet and will apply to residents owning cats or dogs. The pet deposit is refundable to the owner if the owner moves without having pet incurred expenses any only after the resident has vacated the unit owned or managed by BHA.
- (B) Upon registration, the owner is required to make a pet deposit in the amount of **\$250.00**. This amount must be paid in full upon approval of the pet(s) by BHA.

Belmont Housing Authority-Service Animal and Emotional Support Animal Policy

Introduction-Under the Fair Housing Act, tenants with disabilities are allowed to have service animals and emotional support animals in their homes/apartments. They can also have them in common areas of a housing complex. You have this right regardless of whether your lease has a “no pets” policy. It also covers people who want to become tenants or/ and guests of tenants.

A **service animal** is trained to do a specific job for a person with a disability. Only dogs or miniature horses can be service animals. Service animals recognize and respond to a person’s disability, what they are doing, and what is happening around them.

An **emotional support/comfort/therapy animal (ESA)** is any animal that provides emotional support, well-being, or companionship that helps symptoms of a person’s disability, such as anxiety or depression. The ESA is not necessarily individually trained. Instead, it offers support just by being present for the person with a disability.

Any animal “commonly kept in households” can be an **emotional support animal** or ESA. This includes dogs, cats, small birds, rabbits, hamsters, gerbils, other rodents, fish, turtles, or other small, domesticated animals *traditionally kept as pets*. Reptiles (other than turtles), barnyard animals, monkeys, kangaroos, and other non-domesticated animals are not considered “common household animals.”

Assistance animals are not considered pets. BHA will waive all pet fees or deposits for service animals and ESAs.

Many people commonly confuse or interchangeably misuse the terms service animal, emotional support animal, assistance animal and therapy animal. There are three (3) U.S. Federal laws that describe each term at length. Americans with Disabilities Act (ADA), Air Carrier Access Act (ACAA), and the Fair Housing Act (FHA).

1.0 Owner Responsibility-Control of Service and ESA Animals

- 1.1 The owner must always be in full control of the service or ESA animal. The owner must keep the service animal on a leash when the animal is in a public area unless the service animal is required to perform a task that it could not accomplish while on a leash or the owner is otherwise unable to maintain the animal on a leash due to a disability; in such case the owner still must be able to maintain control over the animal. The owner is not required to leash the animal in private areas assigned to the tenant, such as the tenant’s residence.
- 1.2 The owner will always be held responsible for the safety, health, behavior, and actions of the service animal or ESA. A service animal will be permitted to accompany its owner on BHA Property in most places. Approved ESAs are not permitted outside of the owner’s presence for outdoor natural relief.
- 1.3 A service animal or ESA must not obstruct or disturb any space or activity of other residents on BHA Property. The animal must not engage in other behaviors or noises that are disruptive to others in the specific environment. If an animal exhibits unacceptable behavior, the owner is expected to employ the proper training techniques to correct the situation.
- 1.4 All dogs must be “house broken” and cats must be trained to use a litter box. Other smaller animals must be caged. The owner must always carry equipment sufficient to clean up the animal’s waste and must properly retrieve and dispose of the waste. Indoor animal waste must be placed in a sturdy bag and tied securely before being disposed of in outside trash. Outdoor animal waste must be immediately retrieved by the owner, placed in a plastic bag, and securely tied before being disposed of in outside trash. Owners who are not able to retrieve and dispose of animal waste are responsible for planning for waste removal assistance.
- 1.5 “Routine care” is the responsibility of the owner and includes, but is not limited to, the following:
 - 1.5.1 Animals are expected to receive flea and tick prevention treatment, de-worming, and annual examinations. BHA reserves the right to request documentation verifying this has occurred at any time.
 - 1.5.2 Animals should be clean and well-groomed. Owners are expected to make reasonable efforts to presence of pet odor.
 - 1.5.3 Animals will be provided with fresh water and appropriate food on a regular basis.
 - 1.5.4 Animals should have a tag that identifies the owner and contact information in case of an emergency.
- 1.6 BHA will not assume the care of an animal on property, even during an emergency. Where an owner fails to care for, control, or attend to their animal (including, but not limited to abuse or neglect), BHA will plan with the proper local authorities to remove the animal from the owner’s custody in accordance with laws and regulations for animal rights.
- 1.7 The owners may be held responsible for the cost of repairs for damage to BHA property caused by their service animal or ESA.
- 1.8. **Animal Vaccinations and Approvals**-Dogs, cats, and ferrets on BHA property are required to have current rabies vaccines and wear rabies vaccination tags. ESA approval is animal specific therefore these requirements may differ.

2.0 Removal of Service Animals

- 2.1 BHA has the authority to remove a service animal from its property or facilities if the service animal becomes unruly or disruptive, unclean, and/or unhealthy to the extent that the animal’s behavior or condition poses a direct threat to the health or safety of others or otherwise causes a fundamental alteration in BHA’s services, programs, or activities. If the animal’s behavior or condition persists, the owner may be informed not to bring the animal into public areas until the problem is resolved.

3.0 BHA Community Compliance

- 3.1 In observance of compliance requirements regarding service or emotional support animals, BHA shall:
 - 3.1.1 Allow a service animal to always accompany the owner and where permissible on property.
 - 3.1.2 Not ask about the nature or extent of a person's disability who is accompanied by a service animal or ESA.
 - 3.1.3 Not touch or feed any service animal, unless invited to.
 - 3.1.4 Not intentionally startle, provoke, or injure an animal.
 - 3.1.5 Not separate a service animal or ESA from its owner.

The owner is encouraged to instruct others on the appropriate interactions with the service or ESA animal and to remind members of the community of the above compliance requirements and expectations when situations arise.

4.0 Provisions Regarding Unattended Animals-Service animals or ESA's may not be left unattended by their owners or to be cared for by others.

5.0 Owner Non-Compliance Results-A visitor with a prohibited or unapproved animal, including falsely presenting an animal or pet as a service animal or ESA, will not be permitted to bring the animal onto BHA Property. BHA reserves the right to ask an owner to remove a service animal or ESA for non-compliance.

6.0 Grievance and Conflicting Disabilities

- 6.1 If an individual believes that they have been subjected to discrimination based on disability or denied access or accommodations relative to service animals and ESAs, they may file formal grievance through the established grievance procedure applicable to BHA.

7.0 Violations of this Policy

- 7.1 Any resident with a prohibited or unapproved animal is subject to lease termination or other appropriate procedures. Any resident with a Service Animal or approved Emotional Support Animal who violates any provision of this Policy is subject to lease termination.
- 7.2 BHA may ask an owner to remove a Service Animal or Emotional Support Animal for violations of this policy.
- 7.3 BHA may remove from property animals that are prohibited, unapproved, or otherwise in violation of BHA policies.
- 7.4 It is unlawful to deprive a person with a disability or a person training a service animal of any North Carolina rights or rights granted to the public with respect to being accompanied by animals.

8.0 Visitor Consent to Share Information Regarding the Presence of a Service Animal or ESA

- 8.1 In some situations, it may be necessary for BHA to disclose specific information relative to the presence of a service animal or ESA with individuals who may be impacted by the presence of the animal. This includes potential and/or current members of the BHA community.
- 8.2 The information disclosed will generally be limited to information regarding the animal (such as type and size of the animal) and not regarding the owner. This consent remains in effect for the duration of time the designated service animal or approved ESA is on BHA property.

Belmont Housing Authority Public Housing Participant Rights and Responsibilities

ASA RESIDENT, YOU HAVE RIGHTS AND RESPONSIBILITIES THAT HELP MAKE YOUR HUD-ASSISTED HOUSING A BETTER HOME FOR YOU AND YOUR FAMILY.

The following information is distributed to you because the United States Department of Housing and Urban Development (HUD) regulates the property in which you live and has provided some form of assistance or subsidy for your apartment. As part of its dedication to maintaining the best possible living environment for all residents, your local HUD office encourages and supports the following:

- Management agents and property owners communicate with residents on any and all issues
- Owners and managers give prompt consideration to all valid resident complaints and resolve them as quickly as possible
- Your right to file complaints with management, owners, or government agencies without retaliation, harassment, or intimidation
- Your right to organize and participate in certain decisions regarding the well-being of the property and your home
- Your right to appeal a decision made by the local HUD office to the Office of Asset Management and Portfolio Oversight at HUD Headquarters.

Along with the owner/management agent, you play an important role in making your apartment, the grounds, and other common areas—a better place to live.

The following briefly lists some of the most important rights and responsibilities to help you get the most out of your home.

YOUR RIGHTS

As a resident of a HUD-assisted housing property, you should be aware of your rights.

Rights: Involving Your Apartment

- The right to live in decent, safe, and sanitary housing that is free from environmental hazards including lead-based paint.
- The right to have repairs performed in a timely manner, upon request.
- The right to reasonable notice, in writing, of any non-emergency inspection or other entry into your apartment.
- The right to protection from eviction except for specific causes stated in your lease.

Rights: Involving Nondiscrimination

The right to equal and fair treatment and use of your building's services and facilities, without regard to race, color, religion, gender, sexual orientation, gender identity, disability, familial status (children under 18), national origin (ethnicity or language), or in some circumstances, age.

YOUR RESPONSIBILITIES

As a resident of a HUD-assisted multifamily housing property, you also have certain responsibilities to ensure that your building remains a suitable home for you and your neighbors. By signing your lease, you, the owner, and the management company have entered into a legal, enforceable contract. You are responsible for complying with your lease, house rules, and local laws governing your property. If you have any questions about your lease or do not have a copy of it, contact your property management agent or the local HUD office.

Responsibilities: To Your Property Owner or Management Agent

- Complying with the rules and guidelines that govern your lease.
- Paying the correct amount of rent on time each month.
- Providing accurate information to the owner/management agent's company at the certification or recertification interview to determine your total tenant payment, and consenting to the release of information by a third party to allow for verification.
- Reporting changes in the family's income or composition to the owner/management agent's company in a timely manner.

Responsibilities: To the Property and Your Fellow Residents

- Complying with rules and guidelines that govern your lease.
- Conducting yourself in a manner that will not disturb your neighbors.
- Not engaging in criminal activity in your apartment, common areas or grounds.
- Keeping your apartment reasonably clean, with exits and entrances free of debris, clutter or fire hazards and not littering the grounds or common areas.
- Disposing of garbage and waste in the proper manner.
- Maintaining your apartment and common areas in the same general physical condition as when you moved in.
- Reporting any apparent environmental hazards to the management (such as peeling paint, which is a hazard if it is a lead-based paint) and any defects in building systems, fixtures, appliances, other parts of the apartment, the grounds, or related facilities.

YOUR RIGHT TO BE INVOLVED In decisions affecting your home

As a resident in HUD-assisted housing, you play an important role in decisions that affect your community. Different HUD programs provide specific resident rights. You have the right to know under which HUD program your building is assisted. To find out if your apartment building is covered under any of the following programs, contact your management agent, Section 8 contract administrator, or the HUD office nearest you. If your building was funded under HUD's Rental Assistance Demonstration Program, or HUD's Section 236, 221(d)(3)/BMIR, Rental Assistance, Section 202 Direct Loan or Section 202/811 Capital Advance Programs or is assisted under any applicable project based Section 8 program or Rent Supplement, you have the right to be notified of, or in some instances, to comment on, the following:

- Nonrenewal of a project based Section 8 contract
- An increase in the maximum permissible rent
- Conversion of a project from project-paid utilities to tenant-paid utilities
- A proposed reduction in tenant utility allowance
- Conversion of residential apartments in a multifamily housing property to a nonresidential use or to condominiums, or the transfer of the housing property to a cooperative housing mortgagor corporation or association
- Transfer of the project-based Section 8 contract in your property to one or more buildings at other locations
- Partial release of mortgage security
- Capital improvements that represent a substantial addition to the project
- Prepayment of mortgage (*if prior HUD approval is required before owner can prepay*)
- Any other action, which could ultimately lead to involuntary, temporary, or permanent relocation of residents
- If you live in a building that is owned by HUD and is being sold, you have the right to be notified of, and comment on HUD's plans for disposing of the building.

ADDITIONAL ASSISTANCE-For additional help or information, you may contact:

- Your property manager or the management company
- HUD's Office of Fair Housing and Equal Opportunity at 1-800-669-9777, if you believe you have been discriminated against
- HUD's Office of Inspector General Hot Line at 1-800-347-3735 to report fraud, waste, or mismanagement
- HUD's Housing Counseling Service locator at 1-800-569-4287 for the housing counseling agency in your community
- Your local government tenant/landlord affairs office, legal services office, or tenant organizations to obtain information on additional rights under local and state law
- If appealing a local HUD Office decision, you may contact the Director of the Office of Asset Management and Portfolio Oversight in Washington, DC at 202-708-3730

ON-LINE RESOURCES:

- Housing and Urban Development website: www.hud.gov
- The local HUD Field Office: <http://www.hud.gov/local/index.cfm>.
- Note: To locate your local field office, select: Contact My Local Office (*under the I Want To section*)

Public Housing Dos and Don'ts

REPORTING HOUSEHOLD CHANGES

- DO:** Complete an *Interim Review* form to report changes in your household members, income, assets, and allowances/deductions within fourteen calendar days. In the case of an additional adult household member, please have approval **PRIOR** to him or her living with you from both the landlord and the Housing Agency. A person who works the overnight shift and stays at your home during the day is considered part of the household and **MUST** be reported.
- DON'T:** Be afraid to ask questions. If you are not sure what to report, please contact a housing staff person!!!

OVERNIGHT GUESTS

- DO:** **Report on** any adult guest staying more than 14 nights per year
- DON'T:** Allow your adult guest to stay more than **14 nights per without permission from your landlord.** Additionally, your guest must not violate any program guidelines.

ABSENT FROM UNIT

- DO:** Report any absence from your unit of more than **14 days prior to leaving.**
- DON'T:** Remain absent from your unit for more than **14 days** for any circumstances **without prior Housing approval.** Extended absences due to hospitalization may be considered with a Recommendation from your Doctor.

UNIT DAMAGES

- DO:** Maintain good housekeeping practices.
- DON'T:** Damage your unit or building (other than ordinary wear and tear). *Please note:* You are responsible for reimbursing the property owner for all repairs needed because of any damage, including your guests' behavior and damage caused by them. Failure to reimburse for damages may result in termination of your assistance.

UTILITY BILLS

- DO:** Have your utilities pay your bills on time each month.
- DON'T:** Get disconnected for non-payment of utilities. This may result in the termination of rental assistance because the unit would no longer meet HUD Housing Quality Standards.

FOLLOW THE RULES

- DO:** Follow the guidelines in your lease Agreement. Pay your share of the Rent on time each month.
- DON'T:** Commit any serious or repeated violation of your lease. Willfully make or cause to be made any false statements or misrepresentations. Allow anyone other than those approved to be in the household to use your address for ANY REASON. Allow anyone in the household to participate in any drug related or violent criminal activity.

MOVING

- DO:** Give both the property owner and the Housing Office at least a 30-day written notice (from the first of the month) prior to moving.
- DON'T:** Move prior to the end of your lease agreement without giving the Housing office at least a 30-day written notice (from the first of the month) and having mutual termination papers completed by the property owner.

TERMINATION

Violation of your participant obligations may result in termination of your rental assistance. If you are terminated you are ineligible for rental assistance for a period of three years.

GRIEVANCE PROCEDURES FOR PUBLIC HOUSING RESIDENTS

The grievance procedure is applicable only to individual tenant issues relating to the PHA. It is not applicable to disputes between tenants not involving the PHA. Class grievances are not subject to the grievance procedure, and the grievance procedure is not to be used as a forum for initiating or negotiating policy changes of the PHA.

The PHA is in a HUD-declared due process state. Therefore, the PHA will not offer grievance hearings for lease terminations involving criminal activity that threatens health, safety, or the right to peaceful enjoyment of the premises of other residents or employees of the PHA, for violent or drug-related criminal activity on or off the premises, or for any criminal activity that resulted in felony conviction of a household member.

Requests for Hearing and Failure to Request: The resident must submit a written request (including emailed requests) for a grievance hearing to the PHA within **five** business days of the tenant's receipt of the summary of the informal settlement. If the complainant does not request a hearing, the PHA's disposition of the grievance under the informal settlement process will become final. However, failure to request a hearing does not constitute a waiver by the complainant of the right to contest the PHA's action in disposing of the complaint in an appropriate judicial proceeding.

INFORMAL SETTLEMENT OF GRIEVANCE [24 CFR 966.54]

HUD regulations state that any grievance must be personally presented, either orally or in writing, to the PHA office or to the office of housing development in which the complainant resides so that the grievance may be discussed informally and settled without a hearing.

- The PHA will accept requests for an informal settlement of a grievance either orally or in writing (including emailed requests), to the PHA office within ten business days of the grievable event. Within fourteen business days of receipt of the request the PHA will arrange a meeting with the tenant at a mutually agreeable time and confirm such a meeting in writing to the tenant. The informal settlement may be conducted remotely as required by the PHA or may be conducted remotely upon consideration of the request of the tenant. See 14-III.G for information on how and under what circumstances remote informal settlements may be conducted.
- If a tenant fails to attend the scheduled meeting without prior notice, the PHA will reschedule the appointment only if the tenant can show good cause for failing to appear, or if it is needed as reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the family.
- HUD regulations require that a summary of such discussion will be prepared within a reasonable time, and one copy will be given to the tenant, and one retained in the PHA's tenant file. The PHA will prepare a summary of the informal settlement within five business days; one copy to be given to the tenant and one copy to be retained in the PHA's tenant file.
- The tenant may request to reschedule a hearing for good cause, or if it is needed as reasonable accommodation for a person with disabilities. Good cause is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the family. Requests to reschedule a hearing must be made orally or in writing prior to the hearing date. At its discretion, the PHA may request documentation of the "good cause" prior to rescheduling the hearing.

Expedited Grievance Procedure [24 CFR 966.52(a)]-The PHA will not offer expedited grievance procedures.

SELECTION OF HEARING OFFICER [24 CFR 966.53(e)]-PHA grievance hearings will be conducted by a single hearing officer and not a panel. The PHA will appoint an impartial person who was not involved in the decision under appeal. If a designated staff member (such as the program manager) was involved in the decision, or is a subordinate of such a person, an alternate hearing officer will be selected. The PHA may select designated staff members who were not involved in the decision under appeal in certain circumstances, such as appeals involving discrimination claims or denials of requests for reasonable accommodation.

REMOTE HEARINGS [Notice PIH 2020-32]-The PHA has the sole discretion to require that hearings be conducted remotely in case of local, state, or national physical distancing orders, and in cases of inclement weather or natural disaster. In addition, the PHA will conduct a hearing remotely upon request as a reasonable accommodation for a person with a disability, if a tenant does not have childcare or transportation that would enable them to attend the hearing, or if the tenant believes an in-person hearing would create an undue health risk. The PHA will consider other reasonable requests for a remote hearing on a case-by-case basis.

Discovery of Documents Before the Remote Hearing-If the hearing is conducted remotely, the PHA will compile a hearing packet, consisting of all documents the PHA intends to produce at the hearing. The PHA will mail copies of the hearing packet to the tenant, the tenant's representatives, if any, and the hearing officer at least three days before the scheduled remote hearing. The original hearing packet will be in the possession of the PHA representative and retained by the PHA. If the hearing is to be conducted remotely, the PHA will require the resident to provide any documents directly relevant to the hearing at least 24 hours before the scheduled hearing through mail, via email, or text. The PHA will scan and email copies of these documents to the hearing officer and the PHA representative the same day they are received. Documents will be shared electronically whenever possible.

Ensuring Accessibility for Persons with Disabilities and LEP Individuals-As with in-person grievance hearings, the platform for conducting remote grievance hearings must be accessible to persons with disabilities and the grievance hearings must be conducted in accordance with Section 504 and accessibility requirements. This includes ensuring any information, websites, emails, digital notifications, and other virtual platforms are accessible for people with vision, hearing, and other disabilities. Further, providing effective communication in a digital context may require the use of individualized auxiliary aids or services, such as audio description, captioning, sign language and other types of interpreters, keyboard accessibility, accessible documents, screen reader support, and transcripts. Auxiliary aids or services must be provided in accessible formats, in a timely manner, and in such a way to protect the privacy and independence of the individual.

PHAs may never request or require that individuals with disabilities provide their own auxiliary aid or services, including for remote grievance hearings. If no method of conducting a remote grievance hearing is available that appropriately accommodates an individual's disability, the PHA may not hold against the individual their inability to participate in the remote grievance hearing, and the PHA should consider whether postponing the remote hearing to a later date is appropriate or whether there is a suitable alternative. Due to the individualized nature of disability, the appropriate auxiliary aid or service necessary, or reasonable accommodation will depend on the specific circumstances and requirements. As with in-person reviews, Limited English Proficiency (LEP) requirements also apply to remote grievance hearings, including the use of interpretation services and document translation.

Conducting Hearings Remotely-The PHA will conduct remote grievance hearings via a video conferencing platform, when available. If, after attempting to resolve any barriers, participants are unable to adequately access the video conferencing platform at any point, or upon request, the grievance hearing will be conducted by telephone conferencing call-in. If the family is unable to adequately access the telephone conference call-in at any point, the remote grievance hearing will be postponed, and an in-person alternative will be provided promptly within a reasonable time.

At least five business days prior to the scheduled remote hearing, the PHA will provide the family with login information and/or conferencing call-in information and an electronic copy of all materials being presented via first class mail and/or email. The notice will advise the family of technological requirements for the hearing and request the family notify the PHA of any known barriers. The PHA will resolve any barriers using the guidance in Section 6 of Notice PIH 2020-32, including offering the family the opportunity to attend an in-person hearing. The PHA will follow up with a phone call and/or email to the family at least one business day prior to the remote grievance hearing to ensure that the family receives all information and is comfortable accessing the video conferencing or call-in platform. The PHA will ensure that all electronic information stored or transmitted with respect to grievance hearing is secure, including protecting personal identifiable information (PII), and meets the requirements for accessibility for persons with disabilities and persons with LEP.

PROCEDURES GOVERNING THE HEARING [24 CFR 966.56], Rights of Complainant [24 CFR 966.56(b)]-The tenant will be allowed to copy any documents related to the hearing at no cost to the family. There will be no charge for documents emailed by the PHA. The family must request the discovery of PHA documents no later than 12:00 p.m. on the business day prior to the hearing. The right to be represented by counsel or other person chosen to represent the tenant, and to have such person make statements on the tenant's behalf.

The following applicable people may attend hearings:

The PHA representatives and any witnesses for the PHA The tenant and any witnesses for the tenant

The tenant's counsel or other representative

Any other person approved by the PHA as a reasonable accommodation for a person with a disability The right to a private hearing unless the complainant requests a public hearing.

The right to present evidence and arguments in support of the tenant's complaint, to controvert evidence relied on by the PHA or project management, and to confront and cross-examine all witnesses upon whose testimony or information the PHA or project management relies. A decision based solely and exclusively upon the facts presented at the hearing.

Failure to Appear [24 CFR 966.56(c)]

If the complainant or the PHA fails to appear at a scheduled hearing, the hearing officer may make a determination to postpone the hearing for no more than **five** business days or may make a determination that the party has waived their right to a hearing. Both the complainant and the PHA must be notified of the determination by the hearing officer provided that a determination that the complainant has waived their right to a hearing will not constitute a waiver of any right the complainant may have to contest the PHA's disposition of the grievance in an appropriate judicial proceeding.

There may be times when a complainant does not appear due to unforeseen circumstances which are out of their control and are no fault of their own. *If the tenant does not appear at the scheduled time of the hearing, the hearing officer will wait up to 30 minutes. If the tenant appears within 30 minutes of the scheduled time, the hearing will be held. If the tenant does not arrive within 30 minutes of the scheduled time, they will be considered to have failed to appear.

If the tenant fails to appear and was unable to reschedule the hearing in advance, the tenant must contact the PHA within 24 hours of the scheduled hearing date, excluding weekends and holidays. The hearing officer will reschedule the hearing only if the tenant can show good cause for the failure to appear, or it is needed as reasonable accommodation for a person with disabilities. "Good cause" is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the family.

General Procedures [24 CFR 966.56(d), (e)]-At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the PHA must sustain the burden of justifying the PHA action or failure to act against which the complaint is directed [24 CFR 966.56(d)]. The hearing officer conducts the hearing informally.

The PHA and the tenant must be given the opportunity to present oral or documentary evidence pertinent to the facts and issues raised by the complaint, and to question any witnesses. Any evidence to be considered by the hearing officer must be presented at the time of the hearing. There are four categories of evidence.

Oral evidence: the testimony of witnesses

Documentary evidence: a writing which is relevant to the case, for example, a letter written to the PHA. Writings include all forms of recorded communication or representation, including letters, emails, words, pictures, sounds, videotapes, symbols, or combinations thereof.

Demonstrative evidence: Evidence created specifically for the hearing and presented as an illustrative aid to assist the hearing officer, such as a model, a chart or other diagram.

Real evidence: A tangible item relating directly to the case.

Hearsay Evidence is evidence based not on a witness' personal knowledge. In and of itself, hearsay evidence carries no weight when making a finding of fact. The hearing officer may include hearsay evidence when considering their decision if it is corroborated by other evidence. Even though hearsay evidence is generally admissible in a hearing, the hearing officer will not base a hearing decision on hearsay alone unless there is clear probative value and credibility of the evidence, and the party seeking the change has met the burden of proof.

If the PHA fails to comply with the discovery requirements (providing the tenant with the opportunity to examine PHA documents prior to the grievance hearing), the hearing officer will refuse to admit such evidence.

Other than the failure of the PHA to comply with discovery requirements, the hearing officer has the authority to overrule any objections to evidence.

The complainant or the PHA may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript [24 CFR 966.56(e)]. If the complainant would like the PHA to record the proceedings by audiotape, the request must be made to the PHA by 12:00 p.m. on the business day prior to the hearing. The PHA will consider that an audio tape recording of the proceedings is a transcript.

Accommodation of Persons with Disabilities [24 CFR 966.56(f)]-The PHA must provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants.

If the tenant is visually impaired, any notice to the tenant which is required in the grievance process must be in an accessible format.

Limited English Proficiency (24 CFR 966.56(g))-The PHA must comply with HUD's LEP Final Rule in providing language services throughout the grievance process.

DECISION OF THE HEARING OFFICER [24 CFR 966.57]

The hearing officer must issue a written decision, stating the reasons for the decision, within a reasonable time after the hearing. Factual determination relating to the individual circumstances of the family must be based on a preponderance of evidence presented at the hearing. A copy of the decision must be sent to the complainant and the PHA. The PHA must retain a copy of the decision in the tenant's folder. A log of all hearing officer decisions must also be maintained by the PHA and made available for inspection by a prospective complainant, their representative, or the hearing officer [24 CFR 966.57(a)]. In rendering a decision, the hearing officer will consider the following matters:

- **PHA Notice to the Family:** The hearing officer will determine if the reasons for the PHA's decision are factually stated in the notice.
- **Discovery:** The hearing officer will determine if the family was given the opportunity to examine any relevant documents in accordance with PHA policy.
- **PHA Evidence to Support the PHA Decision:** The evidence consists of the facts presented. Evidence is not a conclusion, and it is not an argument. The hearing officer will evaluate the facts to determine if they support the PHA's conclusion.
- **Validity of Grounds for Termination of Tenancy (when applicable):** The hearing officer will determine if the termination of tenancy is for one of the grounds specified in the HUD regulations and PHA policies. If the grounds for termination are not specified in the regulations or in compliance with PHA policies, then the decision of the PHA will be overturned.

The hearing officer will issue a written decision to the family and the PHA no later than ten business days after the hearing. The report will contain the following information:

- **Hearing information:**
- Name of the complainant
- Date, time and place of the hearing
- Name of the hearing officer
- Name of the PHA representatives
- Name of family representative (if any)
- Names of witnesses (if any)

Background: A brief, impartial statement of the reason for the hearing and the date(s) on which the informal settlement was held, who held it, and a summary of the results of the informal settlement. It will also include the date the complainant requested for the grievance hearing.

Summary of the Evidence: The hearing officer will summarize the testimony of each witness and identify any documents that a witness produced in support of their testimony and that are admitted into evidence.

Findings of Fact: The hearing officer will include all findings of fact, based on a preponderance of the evidence. *Preponderance of the*

evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole show that the fact that sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Conclusions: The hearing officer will make a conclusion derived from the facts that were found to be true by a preponderance of the evidence. The conclusion will result in a determination of whether these facts uphold the PHA's decision.

Order: The hearing report will include a statement of whether the PHA's decision is upheld or overturned. If it is overturned, the hearing officer will instruct the PHA to change the decision in accordance with the hearing officer's determination. In the case of termination of tenancy, the hearing officer will instruct the PHA to restore the family's status. **Procedures for Further Hearing**-The hearing officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision. If the family misses an appointment or deadline ordered by the hearing officer, the action of the PHA will take effect and another hearing will not be granted.

Final Decision [24 CFR 966.57(b)]-The decision of the hearing officer is binding on the PHA which must take the action, or refrain from taking the action cited in the decision unless the PHA Board of Commissioners determines within a reasonable time, and notifies the complainant that:

- Grievance does not concern PHA action or failure to act in accordance with or involving the complainant's lease on PHA policies which adversely affect the complainant's rights, duties, welfare, or status; or
- The decision of the hearing officer is contrary to federal, state, or local law, HUD regulations or requirements of the annual contributions contract between HUD and the PHA
-

When the PHA considers the decision of the hearing officer to be invalid due to the reasons stated above, it will present the matter to the PHA Board of Commissioners within fourteen business days of the date of the hearing officer's decision. The Board has thirty calendar days to consider the decision. If the Board decides to reverse the hearing officer's decision, it must notify the complainant within fourteen business days of this decision.

A decision by the hearing officer or Board of Commissioners in favor of the PHA or which denies the relief requested by the complainant in whole or in part must not constitute a waiver of any rights, nor effect in any manner whatever, any rights the complainant may have to a subsequent trial or judicial review in court [24 CFR 966.57(c)].



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

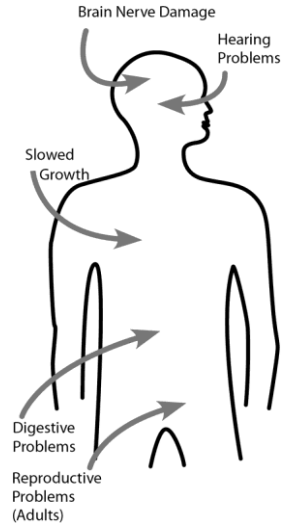
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

¹ “Lead-based paint” is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

² “Lead-containing paint” is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.



- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If **your home has had lead abatement work done** or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
 - Using a heat gun at temperatures greater than 1100° F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

While paint, dust, and soil are the most common sources of lead, other lead sources also exist:

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

Call your local health department or water supplier to find out about testing your water, or visit epa.gov/lead for EPA's lead in drinking water information.

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- **Old toys and furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA)

Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

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IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).