

## **Chapter 5**

### **Pre-Occupancy Briefing and Leasing Up**

#### ***I. Requirement to Attend Pre-Occupancy Briefing***

All applicants are required to attend a Pre-Occupancy Briefing. The purpose of the briefing is to be sure that all applicants are aware of what AHFC expects relative to housekeeping and care of the unit, and to determine that applicants are willing and able to comply with the essential provisions of the lease. Such training shall be offered at no cost to the applicant and at times and places accessible and convenient for all applicants to attend. AHFC must be sensitive to possible special needs of applicants with disabilities and applicants who have limited proficiency in English.

The pre-occupancy briefing will be conducted during the move-in appointment.

#### ***II. Behavior at the Briefing***

In the event that applicants display behavior that reflects on their ability to meet applicant screening criteria, their eligibility for conventional housing will be reassessed and placed in the application file. For instance, if an applicant is disruptive, destructive, intoxicated, or verbally abusive of staff or other applicants, they will be asked to leave and a redetermination of their eligibility will be made.

#### ***III. Description of the Pre-Occupancy Briefing***

The curriculum will include such topics as:

- A. basic housekeeping practices applicable to the unit, general home management and minor home repairs;
- B. orientation to AHFC facilities, services, appliances and housekeeping standards;
- C. landlord/tenant obligations and rights, as well as AHFC's lease and grievance procedures;
- D. family budgeting and cash management;
- E. reading the utility bill and conserving utilities;
- F. neighborhood orientation; and
- G. overview of social, financial, recreational and other services.

#### **IV. Leasing a Unit**

##### **A. Unit Assignment**

See Unit Offers.

##### **B. Showing the Unit**

See Unit Offers.

##### **C. Applicant Acceptance or Rejection of Unit**

See Unit Offers.

##### **D. Leasing of Units**

If the applicant accepts the unit, a move-in inspection will take place. AHFC staff and the new tenant will sign the move-in inspection form, noting the exact condition of the unit.

The applicant will pay the security deposit, a pro rata share of the first month's rent and any other deposits that may be required (i.e., pet deposit in an elderly building, cable TV deposits, etc.) and sign the lease. The keys to the unit will be issued; the applicant is now a tenant.

All units must be occupied pursuant to a lease agreement that complies with HUD's regulations.

1. The lease shall be signed by the head, spouse, and all other adult members of the household accepted as a tenant family, and by the AHFC authorized representative.
2. If a tenant transfers from one AHFC unit to another, a new lease will be executed for the dwelling into which the family moves, unless it is a temporary transfer.
3. If, at any time during the life of the lease agreement, a change in the tenant's status results in the need for changing or amending any provision of the lease, either:
  - a. a new lease agreement will be executed, or
  - b. a Notice of Rent Adjustment will be executed, or
  - c. an appropriate rider will be prepared and made a part of the existing lease, or appropriate insertions made within the lease. All copies of such riders or insertions are to be dated and signed by the tenant and by the authorized representative of AHFC.
4. Only those persons listed on the most recent certification form shall be permitted to occupy a dwelling unit, unless there is a birth to a family member, or other addition

authorized by AHFC in writing prior to the additional member joining the family. If a tenant requests permission for an addition to the family, the Tenant Selection Criteria shall be used to determine whether or not to admit the new family member. There shall be no exceptions to this rule, including situations in which tenants marry and request permission for their new spouses to move into the unit; when tenants are awarded custody of minors; or when a tenant dies, leaving only minor family members in the unit.

- a. Family members over age 18 who move from the dwelling unit to establish new households shall be removed from the lease. The tenant is required to report the move-out within ten calendar days of its occurrence. These individuals may not be readmitted to the unit unless medical hardship for the Head of Household or other extenuating circumstances warrant the adult family member be reinstated. Otherwise, the adult family member must apply as a new applicant household for placement on the waiting list (subject to applicable income limits, preferences, tenant selection, and screening requirements).
- b. Visitors may be permitted in a dwelling unit, provided they are reported to AHFC management staff within 48 hours of their arrival. Each visitor's stay may not exceed seven days each year. AHFC management staff are authorized to extend a visit not to exceed 30 days if a prior written request is submitted and approved. Visitors remaining beyond this period shall be considered trespassers, and the tenant shall be guilty of a breach of the lease.
- c. Lodgers, or guests paying for accommodation within the unit, shall not be permitted to occupy a dwelling unit, nor shall they be permitted to move in with any family occupying a dwelling unit.
- d. Tenants will not be given permission to allow a former tenant of AHFC who has been formerly evicted, owes a previous debt, or is not in good standing with AHFC to occupy the unit for any period of time.

***E. Security Deposits***

If the tenant gives proper notice before moving out, AHFC must provide a written, itemized list of accrued rent and damages with any refund due the tenant within 14 calendar days of the date the tenant moves out. The itemized list may be hand-delivered or mailed to the tenant's last known address (See Alaska Landlord Tenant Act).

If the tenant does not give proper notice or abandons the dwelling unit, AHFC may take up to 30 days after the tenancy is terminated (or after discovery by AHFC of abandonment of the unit) to return the deposit or provide a written notice of accrued rent and damages.