

## Chapter 6 Policy Overview

Old Policy	New Policy
	Some of this was in Chapter 5, but most of this is new.
--	6.1 Reasonable Accommodation
--	6.2 Residential Lease Agreement
--	6.3 Lease Execution
--	6.4 Parties to the Lease

### Forms

LR402 Residential Lease Agreement and Addenda

### Administrative Desk Manual

## **Chapter 6**

### **Lease and Tenancy Obligations**

AHFC and tenants have rights and responsibilities under the *Residential Lease Agreement* and the Uniform Residential Landlord and Tenant Act (Alaska Statute 34.03). This chapter describes those obligations and lease requirements and AHFC's expectations at the point of execution of the Residential Lease Agreement.

AHFC uses the term "family" in this policy to refer to households that have an executed lease agreement (tenants) with AHFC. Family does not include those households on the waiting list or those households in the process of eligibility who have not yet executed a lease.

#### **6.1 REASONABLE ACCOMMODATION**

A Reasonable Accommodation is available to a family who may require a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces [24 CFR 966.7]. All requests for reasonable accommodation should be submitted to the local AHFC office.

#### **6.2 RESIDENTIAL LEASE AGREEMENT**

All units must be occupied pursuant to a lease agreement that complies with HUD regulations. The lease must be signed by all adult members of the household accepted as a tenant family and by the AHFC authorized representative [24 CFR 966.4(a)(3)].

##### **6.2.A Lease Organization**

The *Residential Lease Agreement* comes in two parts, Part 1 and Part 2. Part 1 is sometimes called the "booklet" or the "boilerplate" because that information is pre-printed and does not change.

Part 2 contains the information that changes such as the household composition, assigned unit, utility allowance, special charges, and areas for the tenant's exclusive use. Once this part has been filled in by AHFC, both the AHFC representative and all adult household members sign it.

Lastly, obligations that may change such as a transfer policy or pet rules are attached to the lease as addenda.

## **6.2.B Lease Term**

Each public housing program lease has an initial term of one year with successive one year renewal terms [24 CFR 966.4(a)(2)]. A tenant's community service obligation is tied to the term of the lease; therefore, the lease can only be renewed at its anniversary. The lease can be terminated at any time upon proper notice by the tenant or AHFC.

### **1. Unit Moves**

If a tenant transfers from one AHFC unit to another, staff and the family will sign an Addendum so that the term of the lease does not change.

### **2. Family Composition Changes**

Changes to family composition do not change the term of the lease. Staff and the family will sign an addendum to capture all household members.

### **3. New Lease Versions**

AHFC will occasionally make changes to the *Residential Lease Agreement*. Tenants will be provided with a written draft of proposed changes and the opportunity to comment on the changes for at least thirty (30) days, prior to the changes going into effect (24 CFR 966.3).

AHFC typically makes the effective date of changes to the *Residential Lease Agreement* coincide with the tenant's lease anniversary date.

## **6.2.C Lease Addenda and Policies**

Public Housing Program lease and tenancy requirements are detailed in 24 CFR 960 and 24 CFR 966. These addenda and policy support provisions of the lease.

### **1. Absences from the Unit**

See Exhibit 6-1 for the unit absence policy.

### **2. Animal Policy**

See Exhibit 6-2 for assistive animal and pet policies [24 CFR 960.701].

### **3. Community Service**

See Exhibit 6-3 for community service requirements and tracking [24 CFR 960.701].

### **4. Home Business**

See Exhibit 6-4 for guidelines on a resident-owned home business [24 CFR 966.4(d)(2)].

### **5. Key Policy**

See Exhibit 6-5 for issuance of keys and associated charges.

**6. Other Charges Under the Lease**

See Exhibit 6-6 for other charges that are assessed under the lease [24 CFR 966.4(b)(2) and 24 CFR 966.5].

**7. Parking Policy**

See Exhibit 6-7 for parking rules and enforcement issues.

**8. Smoke and CO Detectors**

See Exhibit 6-8 for guidelines on smoke and carbon monoxide detection devices [24 CFR 966.4(f)(5)].

**9. Transfer Policy**

See Exhibit 6-9 for guidelines on transferring tenants between units, buildings, and AMPs [24 CFR 966.4(c)(3)].

**10. Violence Against Women Act**

See Exhibit 6-10 for protections afforded to applicants and tenants under VAWA [24 CFR 966.4(a)(1)(vi)].

**6.3 LEASE EXECUTION**

The following actions will occur at the point the lease is signed between AHFC and the family.

**6.3.A Review Family File for Accuracy and Completeness**

Prior to signing the lease, staff will review the file to insure all family verifications are present, and all adult family members have signed required documents. Any missing signatures will be obtained.

**6.3.B Enter Family Information on Part 2**

Staff will enter all required information on Part 2 of the *Residential Lease Agreement*.

**1. Rent**

A family is responsible for rent the day that they receive keys or take possession of the unit, whichever is earlier. For occupancy commencing on any day other than the first day of the month, the family's rent will be pro-rated.

## **2. Security Deposit**

The security deposit is the greater of the family's Total Tenant Payment or \$75. See Chapter 13 for instructions if the family is unable to pay the full security deposit.

## **3. Other Amounts Due**

Some AHFC complexes require the payment of other charges for access to a service (these are defined in the lease as Additional Use Charges). These charges as well as Pet Deposits, when applicable, must be paid at lease signing in order to gain access to the service or bring the pet into the unit.

## **4. Utilities**

Tenant will provide proof that all tenant-paid utilities are placed in an adult family member's name to AHFC at the time of lease signing.

### **6.3.C Execute Lease**

An AHFC representative and all adult household members must sign Part 2 of the *Residential Lease Agreement*. Once all parties have signed, the lease is considered in effect, and the unit rented to the family.

### **6.3.D Conduct Move-In Inspection**

AHFC staff and an adult household member will conduct a move-in inspection of the unit. The inspector and family will sign the move-in inspection form, noting the exact condition of the unit. See Chapter 7 for inspection standards and procedures.

### **6.3.E Issue Keys**

AHFC will issue a set of keys for the unit, mailbox, and any other required keys. See Exhibit 6-5 for the key policy.

## **6.4 PARTIES TO THE LEASE**

Only those persons listed on Part 2 of the Lease 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 [24 CFR 966.4(a)(1)(v)]. Once those persons are authorized, AHFC and the tenant will execute either an addendum or new Lease Part 2 listing all authorized members.

If a family requests permission for an addition to the family, the new family member must pass all screening criteria to be eligible (see Chapter 2). 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.

#### **6.4.A Minors Who Become Adults While in Residence**

Staff is not required to execute a new lease for family members that turn 18 between regular examinations. At the family's next regular examination, the new adult will be required to execute the lease and all appropriate documents with AHFC.

#### **6.4.B Adults Who Move from the Unit**

Family members over age 18 who move from the dwelling unit to establish new households shall be removed from the lease. The family is required to report the move-out within ten (10) business days of its occurrence.

If these individuals to be readmitted to the unit they must follow the same procedure as a new family member including completion of an AHFC application and meet AHFC's screening criteria.

#### **6.4.C Former Tenants**

Tenants will not be given permission to allow a former tenant of AHFC who has been evicted, owes a previous debt, or is not in good standing with AHFC to occupy the unit for any period of time. See Chapter 2 for screening criteria.