



Housing Authority of the City of Columbia, Missouri

201 Switzler Street, Columbia, MO 65203

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To: Resident Advisory Board

From: Lee Radtke, Director of Public Housing Operations

Date: 2/6/14

RE: Changes to ACOP and lease proposed effective for May 1, 2014:

1. Requires entire security deposit to be paid before moving in
2. Requires residents at Oak and Paquin Towers to be in good financial standing to receive CHA's cable television deal
3. Clarifies language in Standardized Charge Sheet; residents are responsible for damages that are not ordinary wear and tear
4. Adds pest control addendum to lease
5. Nan McKay overall edits for clarity
6. Nan McKay updates for the 2013 Violence Against Women Act (VAWA)

Summary of Proposed Revisions

1. Security Deposit

This policy change would require the entire security deposit to be paid before moving into public housing. Most new residents are paying the entire deposit and those who elect for installment payments are often receiving termination notices for failing to keep up payments.

2. Cable Television at the Towers

The policy would require residents to be in good financial standing to receive CHA's cable television discount. This policy would not prevent residents from independently contracting with Centurylink for cable television. Residents who owe money to CHA for rent or past due maintenance charges would be required to pay off those debts before receiving CHA's cable television deal.

3. Standardized Charges

Residents are charged for any damages not due to ordinary wear and tear whether caused by family, guests or visitors. The exception to this rule is graffiti. Residents may file police reports for damages caused by others and file suit against the person who caused the damage. Residents have the right to grieve charges and Management may choose to remit charges based on documentation.

4. Pest Control Addendum to Lease

Bed bugs and cockroaches cannot be managed by insecticides alone; there are things only residents can do to prevent and fight infestation. The pest control addendum spells out what residents need to do, when they need to do it and what the consequences will be – in addition to infestations – if they fail to do their part.

5. Nan McKay edits for clarity

CHA contracts with Nan McKay Incorporated to update our ACOP with HUD regulations each year. In 2013, the company went through and edited their entire ACOP for clarity. Every chapter has changes – sometimes just tiny grammar or punctuation changes, sometimes updates to names of laws. Because there are so many changes throughout the document, we are posting the text on our Web site to save paper. There is a guide showing the locations of all the proposed changes so you can find them easily.

6. Nan McKay updates for 2013 VAWA

The Violence Against Women Act was updated in 2013 to include survivors of “sexual assault” as a protected persons under the Act. The Nan McKay changes add this language to the ACOP, change the date of the Act and also define “sexual assault” in the glossary as “Any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent” (42 U.S.C. 13925(a)).

Security Deposits

Current Policy

CHA requires security deposits to move into a public housing unit. The total security deposit is equal to the flat rent amount for the unit. CHA raised the security deposit amounts several years ago because the previous deposits were not paying for tenant-caused damages that some residents left behind when they moved out. Staff realized that it could be difficult for residents to come up with the entire amount at one time, so they made a policy that residents could make a down payment on the deposit at the time they moved in and then make monthly installment payments until the entire security deposit is paid. The payments are usually spread out over six months.

Problems with the Current System

A review of the Downtown site – CHA's largest, with 294 units – showed that in the six months from June-November, 2013, a total of 98 people moved into housing. Only 41 of those new residents chose to pay their security deposits in installments. Of those 41, 44% defaulted on their security deposit payments during that six-month period. Persons defaulting on deposits received termination notices; nine notices were suspended. Currently, six persons are in termination for a second time. Three individuals who received termination notices moved out of housing.

Benefits of Policy Change

Requiring the full security deposit at the time of move-in would solve several problems:

1. Some residents make the down payment and then stop paying. The staff then has to send termination notices to the residents, tying up staff time. Requiring the full deposit up front will eliminate terminations for failure to pay the security deposit.
2. If the residents lose their housing due to non-payment or other lease violations, they may not leave behind enough security deposit to pay for repairs to the home. Receiving the full deposit payment at the beginning protects CHA from paying for repairs for which tenants are responsible.
3. Residents move in owing CHA the remainder of the deposit, incurring debt at the beginning of their residency. CHA has many programs intended to help residents get out of debt and gain financial stability. We want our residents to thrive. Putting tenants in debt before they even move in works against that goal. Residents will have to practice self-sufficiency to save the security deposit amount in order to move into housing. (Self-sufficiency in action.)
4. Many residents want to use the Housing Choice Voucher (Section 8) program to move into the private sector. Private sector landlords demand security deposits up front in full. They do not arrange payment agreements with new tenants. Requiring residents to pay

the entire deposit mirrors that private sector model that residents will encounter when they move to Section 8.

Proposed Revisions to the Security Deposit Policy (ACOP Chapter 8)

8-I.E. SECURITY DEPOSITS [24 CFR 966.4(b)(5)]

At the option of the PHA, the lease may require security deposits. The amount of the security deposit cannot exceed one month's rent or a reasonable fixed amount as determined by the PHA. The PHA may allow for gradual accumulation of the security deposit by the family, or the family may be required to pay the security deposit in full prior to occupancy. Subject to applicable laws, interest earned on security deposits may be refunded to the tenant after vacating the unit, or used for tenant services or activities.

PHA Policy

Residents must pay a security deposit to the PHA at the time of admission. The amount of the security deposit will be equal to a fixed amount at the time of the move-in, ~~and may be paid in installments. The security deposit will have a set minimum portion that must be paid prior to occupancy.~~ No family will occupy a unit without paying the ~~minimum portion of the security deposit prior to move-in.~~ The PHA will hold the security deposit for the period the family occupies the unit. The PHA will not use the security deposit for rent or other charges while the resident is living in the unit.

Within 30 days of move-out, the PHA will refund to the resident the amount of the security deposit less any amount needed to pay the cost of unpaid rent, damages listed on the move-out inspection report that exceed normal wear and tear, and other charges due under the lease.

The PHA will provide the resident with a written list of any charges against the security deposit within 30 days of the move-out inspection. If the resident disagrees with the amount charged, the PHA will provide a meeting to discuss the charges.

If the resident transfers to another unit, the PHA will transfer the security deposit to the new unit. The tenant will be billed for any maintenance or other charges due for the "old" unit.

Proposed Revisions to the Lease

4. SECURITY DEPOSIT/CONDITION OF DWELLING UNIT AT END OF LEASE:

Resident agrees to pay and deposit with Landlord the sum of \$ _____ as a Security Deposit to be used solely upon termination of the lease as payment for amounts due under this lease. The Security Deposit shall be paid as follows (check applicable payment option):

X paid in full in advance on the first day of this term;

Total deposit is ~~\$0.00~~. Minimum portion of security deposit paid before move-in is ~~\$0.00~~. The remainder of the security deposit due is ~~\$0.00~~ and is payable at the same time as the monthly rent payment in 4 monthly installments of ~~\$0.00~~ beginning, _____.

The ~~minimum portion of the~~ Security Deposit will be paid in full to the Landlord prior to Resident occupying the unit. No family will occupy a unit until the ~~minimum portion of the~~ Security Deposit has been paid to the Landlord. The Security Deposit shall be held by the Landlord as security for the performance by Resident of all of Resident's obligations under this Lease including, but not limited to, Resident's obligation to pay rent and to properly maintain and clean and not damage the Premises. The Security Deposit shall not bear interest. If, at the end of the Lease Term or earlier termination of this Lease, Resident has performed all of Resident's duties under this Lease, then the Security Deposit shall be refunded to Resident, without interest. If Resident defaults in performance of any of Resident's duties under Lease (including, but not limited to, payment of Rent), or has not performed all of Resident's duties under this Lease at the end or termination of the Lease Term of this Lease, then the Security Deposit shall be applied to any Rents or sums due from Resident to Landlord and to any costs incurred by Landlord performing Resident's duties under this Lease, or repairing damages to the Premises, or in cleaning the Premises, and the balance of the Security Deposit, if any, shall then be refunded by Landlord to Resident. If the Security Deposit is inadequate to pay any unpaid rent or sum due Landlord, or to cause to be performed any duties of Resident to Landlord, or to repair any damages caused to the Premises by Resident, then Resident shall remain responsible to Landlord for any deficiency. An itemized statement of any rent or damage charges deducted from the Security Deposit, and of any refund due Resident, shall be forwarded to Resident at Resident's last known address within thirty (30) days after Resident returns possession of the Premises to Landlord. Resident shall advise Landlord of Resident's forwarding address when Resident vacates the Premises.



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CABLE TELEVISION SERVICES AGREEMENT

Cable television service is provided as an optional utility. Tenants must be current on rent payments and ~~repayment agreements~~ other charges to subscribe through CHA. Tenants who are behind on ~~rent~~ payments should contact the site manager to set up a repayment agreement prior to receiving cable television service. The manager may refer tenants to Resident Services for assistance in establishing a personal budget. Residents may contract for cable television service directly through Century Link but will be billed at the discretion of Century Link, not at the CHA rate.

Cost: ~~\$17.50~~15.00 per month, payable to the Columbia Housing Authority
Payment due date: ~~1st of the month~~ Same as rent

There is no fee for the initial connection and ~~you~~ residents may request to stop service at any time. If connected to cable service on the 1st of the month, ~~the~~ tenant will be responsible for the entire monthly fee. The monthly fee will only be prorated at move-in and move-out. If service is disconnected by tenant request or for nonpayment of cable, rent or other charges, a **reconnect fee of \$15.00** will be required before service is restored. Service is not considered voluntarily disconnected until tenant has signed the disconnect agreement.

If payment is not received by the 4^{5th} of the month (or the 20th for residents who pay rent on the 15th), the tenant will be notified that the payment plus a **\$5.00 late fee** must be received within 48 hours. If payment is not received within this 48 hour period, service will be disconnected.

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DO NOT TAMPER with the cable connection. Unauthorized use of the connection will result in back charges to the 1st of the month following disconnection. A warning will be issued upon the first incident of tampering with the connection. The second incident of tampering will result in termination.

By signing this agreement, tenant agrees to the terms described above.

Name: _____ Telephone: _____

Address: _____

Date service is to begin: _____

Prorated amount for 1st month (move-in only): _____

Signature: _____ Date: _____

CHA staff: _____ CHA signature: _____

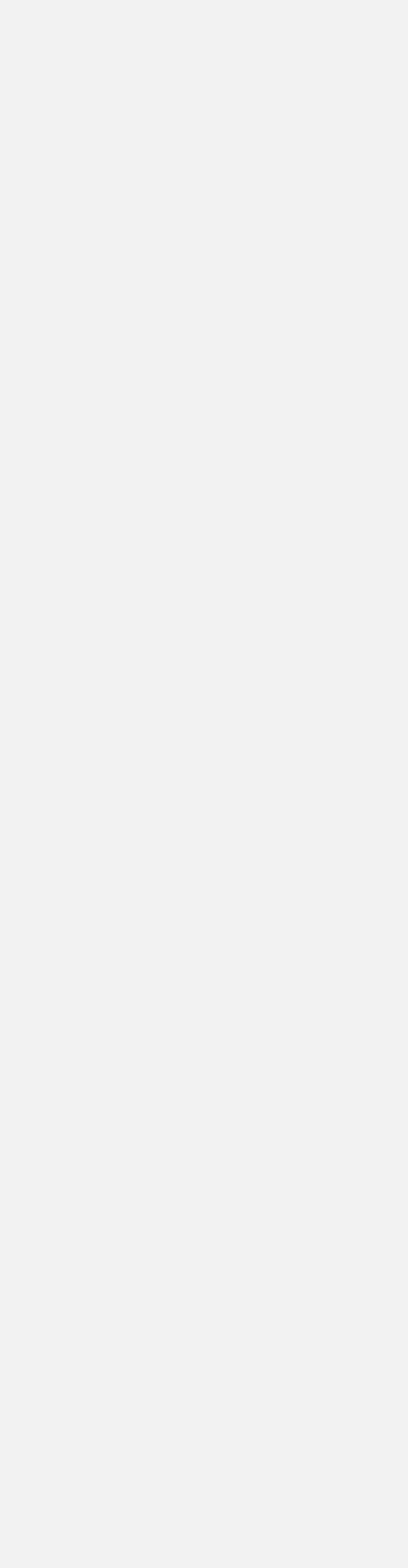
Date service is to be disconnected: _____

Prorated amount for last month (move-out only): _____

_____ rent history
_____ repayment agreement
_____ ACH

Signature: _____ Date: _____

CHA staff: _____ CHA signature: _____





HOUSING AUTHORITY
of the CITY of COLUMBIA, MISSOURI

STANDARDIZED CHARGES

CHA RESIDENTS

Effective
October 1, 2011

*****UPDATED 10/26/2011*****

PURPOSE

The purpose of the “Standardized Charges” program is to:

- To establish continuity in charging public housing residents for repairing damages caused by residents, their guests and visitors;
- To establish continuity in labor charges for a set of regular work items related to making repairs to public housing units;
- To shift the burden of processing charges from the maintenance department to the finance department;
- To allow for a more efficient “check and balance” system.
- To help public housing residents better understand the estimated or projected cost for repairing damages caused by residents, their guests and visitors; and
- ~~To~~ establish a set of performance measures for maintenance operations for the time required to complete an established set of regular work items related to making repairs to public housing units;

GUIDELINES

These Standardized Charges should be used whenever a resident is being charged for a repair or replacement that is determined to be the resident’s responsibility under the lease. Residents will be charged for any excessive damages to the premises, equipment, plumbing and electrical fixtures, or other interior furnishings of their public housing unit when these damages exceed normal wear and tear based on the length of tenancy. This includes, but is not limited to, damages that are caused intentionally or through neglect, carelessness or negligence of the resident’s household, visitors or guests. Resident responsibilities for damages are determined by CHA Maintenance and Public Housing Management. Residents may use the grievance process to dispute charges. Residents claiming that damage is caused by vandalism should provide evidence of the vandalism. CHA strongly encourages residents to purchase low-cost renter’s insurance.

Service Charges (2 applications):

Normal Service Charge: A one time additional charge intended to recover overhead costs when it is determined that the repair or replacement is the resident’s responsibility. This charge is split into three categories; work-order processing, Maintenance preparation and vehicle expenses.

This one-time “service charge” will be added to each work-order that includes resident charges, at the discretion of the Manager. The Manager may elect not to apply a service charge:

- For parts distributed to the resident from the Warehouse as long as Maintenance is not required to make the repair; and
- In situations in which the resident is unable to perform a routine non-hazardous task due to physical constraints or disability, such as in changing a light bulb in which a ladder is required.

Special Service Charges: A stand-alone service charge for performing tasks such as responding to lock-outs, changing locks, and pet processing fees.

Smoke & Carbon Monoxide (CO) Detectors:

Routine Maintenance: There is **no charge** to public housing residents for routine maintenance, battery replacement, or the replacement of Smoke Detectors or combination Smoke/CO Detectors. Public housing residents should never touch or tamper with a malfunctioning Smoke Detector or Smoke/CO Detector, but instead should immediately call CHA Maintenance for an emergency repair.

Smoke & Carbon Monoxide (CO) Detectors Continued:

Tampering: If a Smoke Detector or combination Smoke/CO Detector is determined to have been tampered with by the resident, CHA will charge a \$50 fine for the first offense. The second offense of tampering will result in the termination of the resident's public housing lease. For each offense, CHA will also charge the resident for any damages caused due to the tampering, such as replacing a broken detector.

Extraordinary Labor:

Extraordinary labor charges are only applied in situations that require additional labor well beyond the assumed scope of work included in the Standardized Charge. A good example may be a clogged toilet in which removing the toilet is required to free up a clog caused by the resident.

Trash Disposal / Cleaning Charges:

As per their lease, the resident shall keep their premises and any other areas assigned for their exclusive use in a clean and safe condition; this includes keeping any yard space, steps, porch, balconies, and patios free of hazards, trash, litter and debris. If it becomes necessary for the Housing Authority to perform or assist with these duties, the resident shall be charged accordingly.

If the condition of the stove or refrigerator is such that it requires extraordinary cleaning, then a labor charge will be made based on the time required for cleaning.

Depreciation of Appliances:

All appliances (stoves, refrigerators, air conditioners) less than five (5) years old will be considered as new appliances and residents will be charged the full replacement cost for resident caused damages that are beyond normal repair. Appliances older than five (5) years will be depreciated at 50% of their replacement cost.

Move-Out Charges:

Residents are expected to return the housing unit in the same condition that they received it minus normal wear and tear in relation to their length of tenancy.

- **Damages:** Residents will be charged for any excessive damages to the premises, equipment, plumbing and electrical fixtures or other interior furnishings of their public housing unit when these damages exceed normal wear and tear based on the length of tenancy. This includes but is not limited to damages that are caused intentionally or through neglect, carelessness or negligence of the resident's household or guests.
- **Cleaning:** Residents shall not be charged for the normal "wipe-down" cleaning of the apartment, cabinets, range, refrigerator and floors after the unit is vacated, but shall be charged for any excessive cleaning such as grease in ranges, marks on walls, trash removal, etc. A labor charge shall be assessed based on the time required for the additional cleaning.
- **Painting:** Residents may be charged for re-painting if they were in occupancy less than three years in which case the charge may be prorated. No charge is made if the resident has been in occupancy three or more years unless extraordinary cleaning and preparation of the surface is required due to excessive grease build-up, tar and nicotine from smoking, removal of wall paper, patching excessive holes from picture hanging, or other work required to return the surface to the condition at move-in. No charge is made for touch-ups which would be considered normal wear and tear.



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ADDENDUM “E”

Resident Pest Control Lease Addendum

Cockroaches and bed bugs are the two most common pests in CHA housing. Infestations of either pest can cause health problems. Children in low-income families are more likely to suffer from asthma than other children and one of the biggest triggers of asthma is cockroaches. Bedbugs cause both children and adults to suffer from itchy allergic reactions and loss of sleep. In addition, scratching bed bug bites can cause permanent scarring on African or African/American skin. CHA practices Integrated Pest Management (IPM), a method of pest control which prevents and treats pest infestations by combining:

- Good housekeeping
- Regular pest inspections
- Quick reporting of pest sightings
- Minimal use of pesticides
- Prompt communication between residents, management and the pest control company

Older methods of pest control relied on heavy use of chemical pesticides which we now know can cause health problems for residents, especially infants, children and persons with respiratory ailments. If residents practice good housekeeping to prevent pests and quickly notify their managers at the first sign of bugs or rodents, we can get rid of pests using fewer chemicals. The whole system depends on each partner – resident, manager and pest control professional – doing their part. This addendum specifically lists the actions residents need to take to protect their families from pest infestations and to support treatment if pest infestations occur. These actions will be considered “requirements for pest control treatment” as addressed in the lease, section 21.j:

“21. LEASE TERMINATION BY LANDLORD: Any termination of this Lease shall be carried out in accordance with U.S. Department of Housing and Urban Development regulations, State and local law, and the terms of this Lease. The Landlord shall not terminate or refuse to renew the Lease other than for serious or repeated violation of material terms of the Lease, such as, but not limited to, the following:

- j. failure to allow the exterminator into the unit for the monthly treatment for pest control or failure to comply with requirements for pest control treatment;”

Pest control is a health issue and failure to perform these actions will be considered lease violations. CHA managers will not come every day to see if residents are feeding and watering cockroaches. *Cockroaches* will come every day to see if they are feeding and watering cockroaches!

Prevention

Resident agrees to perform the following actions to help prevent pest infestation:

- Keep sink and counters free from dirty dishes (daily)

- Keep kitchen trash containers covered
- Report any water leaks to maintenance immediately
- Keep clothing and bedding off floors – don't pile up clothes or bedding
- Clean up food and drinks daily – don't feed the bugs
- Follow the 50% rule: only bring in half as much furniture and items as the unit will hold
- Have managers or maintenance check any used furniture for bugs *before* you bring it inside
- Run second-hand clothes through a hot dryer for 25 minutes before taking it inside
- Do not bring *anything* taken from a dumpster, the curb or otherwise set out for trash into your home
- Allow pest control staff into your home to inspect for bed bugs and roaches when notified at least 48 hours in advance (you do not have to be home for this)
- Report any pests you see to management immediately
- If mattress covers are installed on your mattresses, *do not remove them!*
- Do not allow friends or family who have bed bugs to come inside your home until *after* they have been treated for bed bugs (but please be nice to them)
- These prevention actions are not new to the lease; see sections 14a, 14s, 14aa and 14bb.

"I understand that I am required to take these actions as my contribution to pest control. I understand that my failure to perform these actions will be considered a serious lease violation and my housing may be at risk. I understand and will do my part to keep my home pest-free."

Resident's Signature

Date

Treatment

If you do experience an infestation of pests, CHA and our pest control company will quickly arrange treatment. CHA will pay for the pest control treatment, but you have to help make that treatment a success.

Resident agrees to perform the following actions to assist with pest control treatments:

- Do not enter other CHA apartments and common areas until after your treatment
- Follow the directions from the pest control company to prepare for treatment
- Realize that the pest control company and/or CHA will photograph the infestation and existing condition of the apartment. Logs, documents and pictures will be kept on file to track the process to eliminate bed bugs or roaches in your apartment.
- Let Resident Services or your manager know as soon as possible if you need assistance
- If you have to do laundry as part of treatment, seal laundry in plastic bags to transport to the Laundromat. Keep clean clothes separate from dirty clothes. *If you mingle dirty and clean laundry, CHA will not pay for your laundry.*
- CHA will provide money to run clean clothes through the dryer. You are responsible for the costs of doing your dirty laundry. You are also responsible for the costs of any dry cleaning.
- Place any items you want to throw away in sealed plastic garbage bags and take them to the dumpster

- Do not drag mattresses out of your unit; we will encase them in bed-bug proof covers that prevent bugs living inside the mattress from escaping.
- Do not remove CHA-installed mattress covers from mattresses. You will be charged for replacement of the mattress cover if it is missing or damaged after it has been installed. The bed covers for twin size cost \$62.47, full/double size \$64.95, queen size \$74.95 and king size \$84.95 each. **If you have box springs all of these need to be multiplied by 2. So a twin with both mattress and box springs will have two covers for a total of \$124.94.** You can put a removable mattress cover that you can wash over the bed bug cover.
- Be ready on time the day of treatment. If the pest control company refuses to treat because you are not ready, you shall be charged the rescheduling fee (\$125.00).
- Allow the pest control company into your home at the time and date of treatment.

"I understand that I am required to take these actions as my contribution to pest control. I understand that my failure to perform these actions will be considered a serious lease violation and my housing may be at risk. I understand and will do my part to keep my home pest-free."

Resident's Signature

Date

I have read and understood this Resident Pest Control Addendum. I agree to follow these procedures and take any other actions that the Columbia Housing Authority decides are necessary to control and prevent my public housing residence and other housing authority properties from infestation by bed bugs and other pests. I understand that as Head of Household I am responsible under the lease for the actions of other household members, guests and visitors.

I agree to cooperate with my CHA property manager and maintenance staff, the resident services staff and the pest control company staff in properly treating my residence for beg bugs and other pest infestations. I agree that it is my responsibility to help maintain my residence in a manner to prevent future infestations. I hold CHA harmless of any damages to personal property as a result of the pest control treatment. I understand that CHA strongly encourages residents to purchase renter's insurance to protect their belongings.

I understand that failing to take the Prevention and Treatment actions above may result in the termination of my public housing lease and the loss of my housing assistance.

Resident's Signature

Date

Property Manager's Signature

Date