

**MIAMI-DADE COUNTY
PUBLIC HOUSING AND COMMUNITY
DEVELOPMENT**

COMMUNITY POLICIES

DRAFT

BCC Adopted:

**MIAMI-DADE COUNTY
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COMMUNITY POLICIES**

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MIAMI-DADE COUNTY
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COMMUNITY POLICIES

Miami-Dade County's (the County) Public Housing and Community Development (PHCD) Community Policies are developed for the purpose of affordable housing programs.

In exchange for rental payments, each resident is entitled to the exclusive use and enjoyment of their unit in a peaceful, quiet and community-oriented environment. Rules and regulations are not meant to infringe on the rights of any one resident, but rather to protect the rights of all the residents and the community as a whole. Residents who do not comply with the rules and regulations of this Community Policies document which are incorporated by reference in the Conventional Public Housing Dwelling Lease will be notified in writing of the noncompliance or violation(s). Noncompliance with, or violation(s) of the rules and regulations by a resident will be grounds for the termination of the lease agreement as allowed by law.

The County reserves the right to amend or supplement the Rules and Regulations contained herein upon service of reasonable notice to the residents.

All City, County, State and Federal Laws apply to each resident and their guest.

I. MOVE-IN/MOVE-OUT

Moving into or moving out of the housing unit must be accomplished between the hours of 8:00 A.M. and 5:00 P.M. to minimize disturbance of residents. Vehicles must remain in the parking area and are not permitted on the lawns, walkways, or other access areas during the moving process.

II. RESIDENT ORIENTATION

It is important that residents clearly understand the County rules and regulations thus the following residents are required to attend Resident Orientation Training within the first 45 days of residency:

- A. All new residents
- B. Transfer residents
- C. Current residents who exhibit housekeeping difficulties as determined by unit inspections.
- D. Refusal to participate in or unsuccessful completion of the training program will result in a fine and/or lease termination.

III. PET OWNERSHIP AND ASSISTANCE ANIMAL POLICIES

THE PET OWNERSHIP AND ASSISTANCE ANIMAL POLICIES FOR THIS COMMUNITY ARE AS FOLLOWS:

PET OWNERSHIP POLICY

- A. **PET OWNERSHIP IS PERMITTED** to residents of public housing subject to compliance under this Policy. A pet may be disallowed to a pet owner for failure to comply with the Pet Policy.
- B. **A RESIDENT OR PROSPECTIVE RESIDENT MUST OBTAIN WRITTEN PERMISSION** from the AMP administrator or designee before keeping any pet on or about the premises. The prospective pet owner may only obtain written permission for a pet by meeting all the applicable Lease Agreement and Pet Policy requirements and by participating in the mandatory pet registration. The pet owner must register their pet according to all requirements of the Policy before bringing the pet onto the premises. Pet owners must comply with all terms of the Lease Agreement and the Policy.
- C. **THE ONLY ANIMALS ALLOWED AS PETS** are common household pets. The County will not register an animal that is not a common household pet. The definition of a common household pet is "A domesticated animal, such as a dog, cat, bird, rodent (including a rabbit), fish, or turtle, which is traditionally kept in the home for pleasure rather than for commercial purposes." This definition does not include any reptiles other than turtles. The list of animals not allowed as pets also includes (but is not limited to) raccoons, snakes, monkeys and pigeons. Any animals that are determined to constitute a nuisance or a threat to the health or safety of other residents, visitors, Department employees and/or any other persons on or about the premises are prohibited.
- D. All owners of a dog or cat shall pay an additional \$100 pet deposit to cover possible damages that the pet might cause in the development. The resident shall receive a refund of the unused portion of the pet deposit when the resident no longer owns a pet, or when they vacate the unit. The County may offer residents a payment plan for the pet deposit of \$50.00 up front and \$50 payable the following month.
- E. Pet ownership may be revoked at any time subject to the County grievance procedure, if the animal becomes destructive, a nuisance or safety hazard to other residents, or if the resident/owner fails to comply with the following rules:
1. The number of four legged, warm-blooded pets is limited to one such pet in each dwelling unit.
 2. The weight of any pet is not to exceed 20 pounds at the age of maturity.
 3. The designated area for walking pets and waste elimination will be determined at each site individually.
 4. Every resident owning a pet must abide by Miami-Dade County Animal Control ordinances pertaining to inoculations, licenses, and leash laws. Proof of such compliance must be shown when the pet is first registered and at annual re-examinations.
 5. All cats and dogs must be spayed or neutered. Certification of the applicable operation must be submitted during initial registration.
 6. Animals that are exotic, unusual or different from normal household pets, such as monkeys, raccoons, snakes, pigeons, etc., or which are determined to constitute a nuisance to the health or safety of other residents and/or Department employees, are prohibited.

7. No pet may be kept in violation of state humane or health laws, or local ordinances. (Pit bulls are not permitted as pets unless in compliance with Miami-Dade County ordinance).
 8. Dogs and cats shall remain inside the resident's unit unless they are on a leash and directly controlled by the owner. Birds, rabbits, and/or guinea pigs, etc. must be confined to a cage at all times.
 9. Residents are responsible for cleaning up after their pets. All animals must be fed on the resident's property or in the apartment.
 10. Residents shall take adequate precautions to eliminate any pet odors within or around their unit and maintain the unit in a sanitary condition at all times. Residents are to provide for proper pet maintenance and disposal of waste.
 11. The resident shall not permit any disturbance by their pet which would interfere with the peaceful enjoyment of other residents, whether by loud barking, howling, biting, scratching, chirping, or any other such activities.
 12. Dogs and cats shall not interfere with the delivery of management, maintenance, postal, utility or resident services.
 13. If pets are left unattended for 24 hours or more, the County may enter to remove the pet and transfer it to the proper authorities. The County accepts no responsibility for the pet under such circumstances. Residents are to identify an alternative custodian for their pet in the event of illness or other absence from the unit.
 14. Residents are responsible for all damages, including costs of fumigation, caused by their pets. Owners are also responsible for any personal injuries attributable to the pet. Owners of dogs and cats will be assessed a maintenance charge for each occasion that the maintenance staff needs to clean up after the pet.
- F. All residents who own pets will abide by the above stipulated guidelines and will sign a copy of the provision governing ownership and care of pets. Residents who violate these rules are subject to:
1. Being required to get rid of the pet within seven (7) days of the notice by the County, unless the pet creates an immediate threat to health and safety of the general public, in which case the pet must be immediately removed by the resident or proper local authorities.
 2. Eviction.

ASSISTANCE ANIMAL POLICY

- A. **ASSISTANCE ANIMALS ARE NOT CONSIDERED PETS.** They are to be used to give assistance to persons with disabilities (a physical or mental impairment that substantially limits one or more major life activities, a record of such impairment, or being regarded as having such impairment) and are necessary as a reasonable accommodation. Assistance animals are also referred to as service animals, support animals or therapeutic animals. An assistance animal may be disallowed to an owner for failure to comply with the assistance animal policy.
- B. **A RESIDENT, OR PROSPECTIVE RESIDENT, MUST OBTAIN WRITTEN PERMISSION** from the AMP administrator or designee before keeping any assistance animal on or about the premises. Written permission shall not be unreasonably denied. The assistance animal owner must register their assistance

- animal according to all requirements of the Policy before bringing the assistance animal onto the project premises. Assistance animal owners must comply with all terms of the Lease Agreement and the Policy.
- C. Owners of assistance animals are not required to pay a pet deposit described herein. Notwithstanding this exception from having to pay a deposit does not exclude the assistance animal owner from liability for any damages caused to the premises by such assistance animal.
 - D. Any assistance animals that are determined to constitute a nuisance or a threat to the health or safety of other persons on or about the premises are prohibited.
 - E. The County will only allow a resident's or prospective resident's assistance animal to reside in the resident's unit if:
 - 1. A qualified health professional certifies in writing that the resident or a member of their family is a person with a disability;
 - 2. a qualified, health care professional certifies in writing that the animal is needed to assist with the disability;
 - 3. the requested animal actually assists the person with a disability;
 - 4. the resident or prospective resident delivers true and accurate copies of the certifications referred to in Sections E(1) and E(2) to the AMP administrator or designee; and
 - 5. the AMP administrator or designee provides written approval to the resident or prospective resident indicating that the requested animal is acceptable as an assistance animal according to the rules set forth in this section.
 - F. Assistance animal ownership may be revoked at any time subject to the County grievance procedure, if the assistance animal becomes destructive, a nuisance or safety hazard to other residents, or if the resident/owner fails to comply with the following rules:
 - 1. The assistance animal owner must use the designated area for walking assistance animals and waste elimination that is determined at each site individually.
 - 2. Every resident owning an assistance animal must abide by Miami-Dade County Animal Control ordinances pertaining to inoculations, licenses and leash laws. Proof of such compliance must be shown when the animal is first registered and at annual re-examinations.
 - 3. No assistance animal may be kept in violation of state humane or health laws, or local ordinances. Pit bulls are not permitted as assistance animals unless in compliance with Miami-Dade County Ordinance.
 - 4. Dogs and cats that are assistance animals shall remain inside the resident's unit unless they are on a leash and directly controlled by the animal's owner. Birds, rabbits, and/or guinea pigs, etc. must be confined to a cage at all times.
 - 5. Residents are responsible for cleaning up after their assistance animals. All assistance animals must be fed on the resident's property or in the apartment.
 - 6. Owners of assistance animals must care for their animals in such a way as to ensure that their premises are maintained in a clean and sanitary condition.
 - 7. Owners of assistance animals must control their animals in such a way as to ensure that their animals do not interfere with their neighbors' rights to enjoy their

premises in a safe and peaceful manner. The assistance animals must not be a nuisance or threat to the safety of other residents, visitors, County employees and/or any other persons on or about the premises are prohibited.

8. Assistance animals shall not interfere with the delivery of management, maintenance, postal, utility or resident services.
 9. If an assistance animal is left unattended for 24 hours or more, the County may enter to remove the animal and transfer it to the proper authorities. The County accepts no responsibility for the animal under such circumstances. Residents are to identify an alternative custodian for their assistance animals in the event of illness or other absence from the unit.
- G. The County will consider a waiver to any of the provisions of the Assistance Animals section of this Policy regarding assistance animals on a case-by-case basis, should any of the provisions of the Policy conflict with a resident's bona fide right to an assistance animal where such animal is necessary to a resident as a reasonable accommodation.
- H. All residents who own assistance animals will abide by the above-mentioned guidelines and will sign a copy of the provision governing ownership and care of the assistance animal. Residents who violate these rules are subject to:
1. Being required to get rid of the assistance animal within seven (7) days of the notice by the County, unless the assistance animal creates an immediate threat to health and safety of the general public, in which case the assistance animal must be immediately removed by the resident or proper local authorities.
 2. Eviction.

IV. VEHICLES

All motorized vehicles parked on the development community property must comply with the following community rules:

- A. All resident's motorized vehicle(s) parked at the development community must be registered with the site management office staff. Vehicle registration must reflect as owner or co-owner the name of one or more household members listed in Article III of the Lease. Vehicles not registered with management may be towed at the owner's expense in accordance with Florida State Law. No vehicle may be registered using the dwelling unit as the address for the vehicle registration with the State of Florida by any person not listed in Article III of the Lease.
- B. Any vehicle(s) within the boundaries of the property found to be in an inoperable condition or illegal to operate will be towed at the owner's expense. Inoperable condition includes, but is not limited to: flat or missing tire(s) mechanical problem(s), (i.e. motor will not start, drive train problem, no brakes), or damage from a collision. Illegal to operate includes, but is not limited to, a broken windshield or head lamp, no current registration, no current emission approval, or no current license tags.
- C. The storage of resident/non-resident vehicle(s) is strictly prohibited. If not immediately removed, the vehicle(s) will be towed at the owner's expense.

- D. All vehicles are to be maintained with legal license plates, vehicle registration, and insurance as is required by Florida State Law.
- E. **Washing vehicle(s) with water provided by the development community is strictly prohibited.** Violation of this rule will result in a \$50.00 charge to be assessed against the resident for each violation of this rule. The charge must be paid in full within two (2) weeks of written notice of this charge. Residents will be charged \$75.00 for allowing any violation of this rule by any guest.
- F. **The repair of vehicles on the development community property is strictly prohibited.** Any vehicle deemed under repair and inoperable by management will be towed from the property after serving proper notice to the owner. Battery assisted starting of vehicles and changing flat tires is permitted provided the vehicle is not left unattended on any type of jack, jack stand, or block at any time.
- G. Vehicles with a fluid leak (oil, transmission fluid, radiator, etc.) will not be parked within the physical boundaries of the property at any time. Any vehicle with a fluid leak will be removed from the property immediately upon written notification from management. The vehicle will not be allowed to be parked at the development unit until proof of repair of the fluid leak is provided to the site management staff. The resident(s) on the Lease will be responsible for any cleaning and/or damages to the parking lot surface. The resident(s) on the Lease will reimburse the development community for all costs within two (2) weeks of receipt of written notice of all charges.
- H. Vehicles with loud mufflers or any other type of noisy mechanical attachment or defect will be removed from the property immediately upon receipt of written notification from management. The vehicle will not be returned to the property unit until written proof of repairs to correct the problem(s) has been provided to the AMP administrator or designee.
- I. All motorcycles, mini-bikes, and any other type of recreational vehicle are strictly prohibited from operation within the physical boundaries of the development. All motorcycles, mini-bikes, or any other type of recreational vehicle must be approved, in writing, by management prior to the vehicle being brought onto and/or stored within the development boundaries.
- J. Parking of any kind is not guaranteed. Vehicles will be allowed to park in designated parking areas according to the County's established parking policy for the development. Motorized vehicles are considered parked when stopped for any period of time. It is the resident's responsibility to inform guests where to park.
- K. Any vehicles not properly parked within designated parking areas will be towed at the owner's expense. Any vehicle parked in a "NO PARKING" area (i.e. fire lanes, loading zones, service zones, walkways, or sidewalks within the development community) will be towed at the owner's expense. Vehicles without proper handicapped tags parked in spaces designated for handicapped parking will also be towed at the owner's expense.
- L. The driving, parking, and/or operation of any type of vehicles on the lawns are strictly prohibited. Vehicles may be operated on the driveways and parking lots only.

Violations will result in corrective action deemed necessary by management and/or local police agencies. Vehicles in violation will be towed at the owner's expense.

- M. Management is not responsible for the safety or security of your vehicle(s) or your guest's vehicle(s). See also section XV, item (A).
- N. The parking or driving of commercial vehicles used by residents for work is prohibited within the boundaries of the property. All vehicles weighing more than 4,000 pounds are prohibited within the boundaries of the development except for the temporary delivery of goods or services to the property and/or residents.
- O. Large trucks, motor homes, boats and trailers, utility trailers, commercial vans and/or trucks, motorcycles, 4-wheelers, excavation equipment, or any commercial equipment is strictly prohibited from the development property.
- P. **Notice is considered properly served when posted on an obvious location on the vehicle, such as the front, back, or side window of the vehicle**
- Q. Towing service is provided to this development community by:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

V. SPEED LIMITS

- A. For the protection of all residents and their children, the speed limit within the development is **10 M.P.H.** All residents and/or their guests are required to comply with this speed limit and to operate motorized vehicles with caution within the development. Violation may result in lease termination.

VI. KEY(S) AND LOCK(S)

- A. Keys are issued to all residents at the time of move-in. **Any alteration, addition, and/or replacement of a lock(s) are strictly prohibited.** Locks installed by the resident will be removed by management and the resident charged for the expense.
- B. Should the lock require changing for any reason other than the lock's failure to operate correctly due to normal wear and tear, there will be a fee per lock as shown in Exhibit 1. This Lock Fee will be charged to the resident(s) in those cases which include, but are not limited to: 1) Abuse of the lock by a household member, guest, friend or relative; 2) failure of resident to notify management of required lock repairs; 3) Other. Payment of the Lock Fee is due within two (2) weeks of receipt of written notice for the charge(s).

- C. When a resident requests a lock change to ensure their level of personal comfort, a Lock Change Fee is payable per Exhibit 1 for each lock changed. Exceptions may be considered for victims of domestic violence, dating violence, sexual assault, sexual battery and stalking.
- D. Keys will be issued for household members only. Two (2) entry keys are provided per household at move-in time. One (1) key is issued per household (when applicable) for the laundry facility, mail box, and storage facility. Additional keys may be purchased for a fee per Exhibit 1. The number of keys of each kind is not to exceed the number of persons in the household. Residents are not permitted to provide keys to relatives, friends, or guests without the express written consent of the AMP administrator or designee. In such cases, the resident will provide a written request to management relieving management of all liability in the issuance and usage of the requested key(s) to a relative, friend, or guest.
- E. The resident(s) on the Lease are responsible for the control of and return of all keys issued during their term of possession of the apartment. Failure to return all keys issued will result in a charge, as shown in Exhibit 1, for each lock change as a result of the missing key(s).

VII. LOCKOUTS

- A. Resident(s) on the Lease are responsible to provide access to their unit to members of the household listed in the Lease. Repeated requests for access to the unit by household members will not be granted by management.
- B. **AFTER HOUR LOCKOUTS WILL BE CHARGED.** There will be a Lockout Fee for any lockout occurring between the "closed" office hour which is 5:00 p.m. and 8:00 a.m. Monday through Friday. On weekends and holidays, the Lockout Fee is also applicable for any lockout occurring between the hours of 5:00 p.m. and the opening of the office the next business day. This Lockout Fee is due within two (2) weeks of written notice of the charge(s). See Exhibit 1 for fee amount.

VIII. CHILDREN

- A. All residents/parents/legal guardian(s) are responsible for the conduct of their children and the children of their guest/visitors. Residents/parents/legal guardian(s) are to execute proper supervision of their children at all times. Young children must be attended by a parent or adult guardian when playing outside. Failure of residents/parents/legal guardian(s) to exercise control of children whose activities result in a violation of the Lease Agreement or the Community Rules and Regulations will be considered in noncompliance with and violation of the Lease Agreement.
- B. Children's toys, personal items and other play things should not be left on the sidewalks, near stairways, or in common entries or hallways. For their own safety, children are not allowed to play or ride bicycles in the parking lots, streets, driveways, laundries, and/or stairways.

- C. Children's toys, personal items and other play things should not be left unattended or abandoned on the grounds. To other residents this is unsightly and detracts from their development community appearance. The unattended or abandoned toys, personal items and other play things present a potential safety hazard. Therefore, any abandoned or unattended toys, personal items or play things in any of the common areas will be disposed of as necessary without prior notice if the owner is unknown.
- D. No personal item(s) belonging to household members is permitted to be left unattended or abandoned in the common areas. These items present a potential safety hazard and delay the lawn maintenance service. Therefore, any abandoned or unattended personal item(s) in any of the common areas will be disposed of as necessary without prior notice if the owner is unknown.

IX. CHILD CARE (BABYSITTING)

- A. Child care, for a fee or no fee, within the community boundaries is prohibited unless authorized by a duly formed home-based business under Section XXIX of these Community Policies. The AMP administrator or designee must be consulted and written permission obtained for residents wishing to care for (baby-sit) any children not of the immediate family for a temporary period of time. The care of children not of the immediate family for a term of more than five (5) days is not allowed.
- B. A baby-sitter for children of the immediate family is allowed provided all adults in the household are employed. The resident(s) of the Lease are responsible for the actions of the baby-sitter. The AMP administrator or designee must be consulted and written permission obtained for residents to employ a baby-sitter for children of the immediate family. The baby-sitter must comply with all terms of the Lease and the Community Rules and other regulations which apply to this development community.

X. COMMUNITY APPEARANCE

- A. All window coverings must have a white backing and be attractive in the surroundings. Sheets, blankets, aluminum foil or other unauthorized items are not acceptable for window coverings.
- B. No personal, seasonal, or special use or other unsightly items may be stored or displayed on balcony, patio area, or common entries. Only furniture designed for outside use may be placed on the patio or balcony.
- C. Patio furniture must be approved exterior furniture and must be maintained in an acceptable condition. The exterior storage of any other type of furniture is prohibited.
- D. Sidewalks, entrances, passages stairways, corridors, hallways and courtyards should not be obstructed, encumbered, or used for any purpose other than entering and exiting the unit.
- E. The lawns and/or common areas should be kept free of unattended or abandoned furniture, toys and other personal property.

- F. No signs, advertisements, notices, other lettering or flyers should be exhibited, inscribed, painted, or affixed by any resident or guest on or to any part of the exterior of the building or community property without the express written consent of the AMP administrator or designee.
- G. Street and building numbering may not be altered by the resident.
- H. No awning, radio antenna, television antenna, wires, or other projections are allowed in and/or about any part of the buildings and/or common areas. All requests for cable television installations must be directed to the AMP administrator or designee.
- I. Trees, shrubbery and lawn turf are a vital part of the community. Residents are financially responsible for any damage, destruction or mutilation to any part of the common areas caused by their household members, visitors or guests.
- J. All items placed in the assigned storage area will be stacked and stored as neatly as possible. Storage and/or placing any personal belonging(s) in the entry aisle of the storage room are prohibited. This is a fire and safety hazard. Any and all items left in the entry aisle will be disposed of as deemed necessary by management without prior notice.

XI. HOUSEKEEPING STANDARDS

- A. In keeping with the Federal Regulations governing the public housing program, the AMP administrator or designee will inspect each unit at least annually in accordance with the Department's inspection schedule to determine compliance with the following standards of housekeeping. The AMP administrator or designee will notify the Resident in writing if they fail to comply with the standards as listed below. Failure of a second inspection within a month of the annual inspection which results in a threat to health or safety of the resident or other residents is a violation of the lease terms and may result in additional charges and/or eviction.

B. GENERAL AREA STANDARDS

1. Walls, floors and ceilings should be clean and free of dirt, grease, holes, cobwebs, fingerprints and any other hazards.
2. Windows must be clean and operable. Stickers, decals, tinting and signs are prohibited. Windows must not be blocked by any objects which may hinder their use as a means of escape during an emergency. Window coverings are required. Shades or blinds should be intact.
3. Woodwork should be clean, free of dust, gouges and scratches.
4. Doors should be clean, free of grease and fingerprints. Doorstops should be present and locks work.
5. Heating units should be dusted and access uncluttered.
6. Smoke detectors should be operable and not covered. Any malfunctions shall be reported immediately to the Landlord. Resident shall not damage, remove, tamper with or otherwise interfere with the normal operation of smoke detectors, sprinklers or other safety devices within the dwelling unit or development.
7. Fire extinguishers should be kept within easy reach in the event of an emergency or in the installed brackets where provided.

8. Trash should be disposed of properly and not left in the unit.
9. The entire unit should be free of rodent or insect infestation. The evidence of the presence of any pests must be reported to the Landlord. Failure to cooperate may result in adverse lease violation action, including eviction.

C. KITCHEN AREA STANDARDS

1. Stove should be clean and free of food and grease.
2. Refrigerator should be clean and drawers operational. The freezer should not be overly packed where freezing is hampered. All doors should be closed and handles in place. **Do not use acid-based cleaners** as they may cause the refrigerator to rust.
3. Cabinets should be clean and neat. Cabinet surface and countertop should be free of grease and spoiled 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 are not to be stored under the sink.
4. Exhaust fan should be free of grease and dust and remain uncovered.
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 closed container until removed to the disposal area.

D. BATHROOM AREA STANDARDS

1. Toilet and tank should be clean and odor free.
2. Tub and shower should be clean and free of excessive mildew. Where applicable, shower curtains should be in place, and of adequate length.
3. Sink and medicine cabinet should be clean.
4. Exhaust fans should be free of dust and remain uncovered.

E. STORAGE AREA STANDARDS

1. Linen closets should be neat and clean.
2. Other closets should be neat and clean. No flammable materials should be stored in the unit.
3. All storage areas should be clean, neat and free of hazards.

XII. WASTE REMOVAL - WASTE CONTAINERS/ENCLOSURES

Waste containers are provided for the purpose of trash and garbage disposal. Residents are required to use the containers provided.

- A. No trash or garbage accumulation is allowed in the unit. No discarded trash, garbage and/or household or personal item(s) is allowed in storage areas, laundry facilities, common areas or anywhere on the community property but must be placed in trash containers provided by the development community.
- B. All trash and garbage must be placed in a plastic bag, sealed, and properly placed **inside** the dumpster. Trash and garbage are not to be placed on top or beside the

- waste container(s). Residents are responsible for the proper disposal of their trash/garbage. Failure to place all trash/garbage in the dumpster may result in a \$40.00 Littering Fee for a first offense and \$40.00 Littering Fee for each subsequent violation. (See Item XIII, Littering). Repeated violations could result in the termination of the Lease Agreement.
- C. The dumpster lids or doors must be kept closed at all times to discourage entry by birds, animals and children.
 - D. The placing of discarded furniture, mattresses, box springs, or other personal property in or around the waste container(s), and/or any common areas or within the property boundaries is strictly prohibited.
 - E. It is the responsibility of the resident to remove from the property, and properly dispose of, all unwanted household item(s) or personal property. The total cost to management for the removal of the unwanted household item(s) or personal property will be charged to the resident. Payment from the resident is due within two (2) weeks of receipt of written notice of the charges.
 - F. The improper disposal of trash, garbage and/or other disposable household or personal item(s) may result in littering penalties as listed under "Littering".
 - G. The placing or dumping of any highly flammable material in the waste container(s) which will or may cause fire in the dumpster is strictly prohibited.

XIII. LITTERING

Littering is the intentional or unintentional disposal or abandonment of unwanted household or personal items contrary to established methods of disposal of said items.

- A. Disposal of cigarette butts and/or other smoking material(s) on development community grounds is strictly prohibited. Residents who violate this rule are subject to the Littering Fees listed below.
- B. Disposal of items as small as candy, chewing gum wrappers, and/or soda cans to as large as a mattress or sofa on development community grounds is strictly prohibited. Residents who violate this rule are subject to the Littering Fees listed below.
- C. The first offense of Littering will result in written notification from management in regards to the incident.
- D. The second offense of Littering will result in written notification from management in regards to the incident and a minimum \$40.00 fee, or actual cost, charged to the resident(s). Payment in full is due within two (2) weeks of receipt of written notice of the charges.
- E. Any and all subsequent offenses after the second will result in a written notification from management in regards to the incident and a \$40.00 fee, or actual cost, per incident, charged to the resident(s). Payment in full is due within two (2) weeks of receipt of written notice for the charges.

- F. Repeated littering offenses may result in the termination of the Lease Agreement for noncompliance of the terms of the Lease Agreement, Community Rules and Regulations, and/or Community Policies.
- G. Grease, paint, acids and other problem materials may not be disposed of through the drain(s) and/or sewer system. A resident may be charged the cost of repairs to the system if found in violation of this rule.
- H. Foreign objects are not allowed in a sink drain, disposal, water closet or tank, and/or sewer system. A resident may be charged the cost of repairs to the system if found in violation of this rule.

XIV. CONDUCT

- A. Residents and their guest(s) will not engage in, or participate in, such conduct which is objectionable or prejudicial to the rights, privileges, safety and general welfare of the other residents living in the development community. No act of a resident and/or guest which threatens, intimidates or is deemed harassment of others, is physically violent, and does/does not cause injury to another, or is unacceptable social conduct, will be tolerated. Any such incident(s) will be considered a violation of the Community Rules and Regulations and the Lease Agreement.
- B. No act of intimidation, harassment, verbal abuse, physical threat or violence, or social misconduct of, or to, any employee of the development community by any person will be tolerated. Any such act is considered a noncompliance of the Lease Agreement and will result in termination of the Lease.
- C. Social and friendly gatherings of residents and their guest(s) are welcomed provided such gatherings do not become noisy, offensive, threatening or generally objectionable to other residents and/or management. The gathering is considered in violation of the terms of the Lease Agreement, development Community Policies, and Community Rules and Regulations when other residents' rights to quiet and peaceful enjoyment of their unit are violated. This rule applies to gatherings inside a unit or outside in common areas.
- D. The public consumption of alcoholic beverages is strictly prohibited within the physical boundaries of the property, but is allowed within the privacy of the resident's unit. The use of illegal drugs or other controlled substances is prohibited on or off the premises.
- E. Any noticeable public drunkenness or social misconduct within the physical boundaries of the development community is strictly prohibited. Any incident observed by other residents and/or management should be reported to the proper authorities.
- F. The residents on the Lease are responsible for the actions and conduct of their household members, guest(s) and visitor(s), while in the apartment and/or on the development community property. Any violation of the rules, regulations, and/or Lease Agreement by the guest(s) or visitor(s) is considered noncompliance of the Lease Agreement.

- G. The volume of stereos, televisions, radios, etc., is to be controlled at a minimum sound level so as not to violate the rights of neighbors to the quiet and peaceful enjoyment of their unit.
- H. The hours between 10:00 P.M. and 8:00 A.M. are, for most households, a "quiet time". Every effort by each household should be directed towards minimizing any noisy, disturbing, offensive or objectionable activity. Every effort should be directed to honor the rights of other residents to the quiet and peaceful enjoyment of their unit during all hours of the day.
- I. IF THE POLICE ARE CALLED TO THE PROPERTY BECAUSE OF ANY TYPE OF DISTURBANCE OR VIOLATION, THE RESIDENT(S) INVOLVED IN OR RESPONSIBLE FOR THE DISTURBANCE OR VIOLATION MAY RECEIVE A 30-DAY WRITTEN NOTICE OF LEASE TERMINATION.
- J. POLICE RESPONSES TO SERIOUS DISTURBANCES, SERIOUS LEASE VIOLATIONS OR REPEATED POLICE RESPONSES WILL RESULT IN THE TERMINATION OF THE LEASE AGREEMENT AS ALLOWED BY THE TERMS OF THE LEASE AGREEMENT AND LOCAL, STATE AND FEDERAL LAW. THIS CLAUSE MAY NOT APPLY IN CASES OF DOMESTIC VIOLENCE.

Note: Paragraph I and J are subject to the provisions under the Violence Against Women Act (VAWA) that offers protection to the victims of domestic violence against termination of the lease in accordance with Chapter XXX of these Community Policies and Chapter XIV of the ACOP.

XV. SAFETY

- A. The County strives to ensure the safety of its premises and residents by installing gates, fences, locks, or security cameras, as applicable. However, The County makes no representation or guarantee that its premises are safe from the threat of theft, injury or damage to Residents or Resident's property.
- B. Use of portable cooking grills of any type is not permitted on the balcony or patios. The AMP administrator or designee must be consulted to obtain written permission to use any type of portable grill on the premises. Portable grills fired by propane gas are strictly prohibited on the patio and balcony areas and are not allowed adjacent to the buildings whether in use or for storage.
- C. Storage of containers of flammable fluids or explosive materials within the apartment, storage area, or adjacent to the building exterior is strictly prohibited.
- D. Storage of paper or plastic bags or materials adjacent to the hot water heater, HVAC, range, or refrigerator creates a health and fire hazard and is strictly prohibited.
- E. Disconnecting the smoke/fire alarm(s) is prohibited. This is a violation of the fire code. It is the resident's responsibility to notify management if the smoke/fire alarms(s) become faulty.

- F. Storage of any flammable fluid upon or within the development community property is expressly prohibited.
- G. Window sills should be kept free of personal property. Personal air conditioning units shall not be installed in the unit's egress window (a window that is intended as an emergency exit).

XVI. UTILITIES

- A. The resident's total monthly rental payment shall be reduced according to the utility allowance schedule submitted by the County to the United States Department of Housing and Urban Development.
- B. Where the utility allowance exceeds the total tenant payment of the family, the County will provide a utility reimbursement payment through a Utility Reimbursement Card. Deposits to the Utility Reimbursement Card will be made monthly. If the family owes any sums to the County or any other housing authority, the County may use any utility reimbursement amount owed to the family as payment.
- C. The resident will maintain all utility accounts for which they are responsible for payment for the entire time of possession of their unit. Failure of the resident(s) to maintain the utility accounts for which they are responsible is a violation of the Lease Agreement and is grounds for termination of the Lease Agreement.
- D. Illegally restoring or connecting utilities to their dwelling unit or common areas by any resident is strictly prohibited. Any such instance is grounds for termination of the Lease Agreement.
- E. For dwelling units which contain master utility meters, utility service will be furnished by the County. At such developments where utilities are provided by the County, a charge will be assessed for excess utility consumption due to the operation of major appliances supplied by the Resident.
- F. It is the responsibility of the resident(s) to notify management of all water leaks (faucets, running toilets, etc.).

XVII. APPLIANCES

- A. Each resident is responsible for the care and use of each appliance and fixture in their unit provided by the development community. A resident may be charged for the cost of repairs to an appliance or fixture damaged by misuse, lack of proper care, or an act of negligence. Payment for the cost of repair(s) is due within two (2) weeks of receipt of written notice for the cost of the repair(s) and part(s). Residents are responsible to report any operational problems or defective appliance or fixture. See also Section XXV (D) (13) for appliances which require management approval to be installed.

XVIII. COMMON AREAS AND GROUNDS

- A. Laundry facilities are available for resident's use only. The laundry machines are maintained by a commercial laundry company. The commercial laundry company is responsible for the operation and repair of the laundry machines. The name, address, and telephone number of the commercial laundry company is posted in the laundry room.
- B. Please follow the rules posted for operating the machines.
- C. Use of the laundry facilities is at your own risk. **Management is not responsible for:**
 - 1. Any loss or damage caused by the operation of the machines.
 - 2. Missing, stolen clothing or personal belongings.
 - 3. Lost money due to a faulty machine. Please notify the laundry company at the posted telephone number to report a faulty machine or lost money.
- D. Never leave clothing or personal belongings unattended. Be courteous of the other residents and promptly remove clothing from the machines when operation is completed.
- E. Do not dye fabrics, clothing, or belongings in the machines.
- F. Children are not allowed to play in the laundry facilities.
- G. All children in the laundry facilities will be accompanied and supervised properly by an adult resident.
- H. Do not prop the doors open to the laundry rooms. Poor weather conditions could cause damage and/or malfunctioning of the machines, plumbing, and/or facility.
- I. All trash, lint, and/or boxes will be properly disposed of in the waste receptacles provided in the laundry facilities.
- J. Ensure the laundry facility doors are locked whenever leaving the laundry facility.
- K. **NO TYPE OF LAUNDRY EQUIPMENT IS ALLOWED IN OR TO BE OPERATED IN THE UNITS WITHOUT THE EXPRESS WRITTEN CONSENT OF MANAGEMENT.**

XIX. FIRE ARMS, WEAPONS, DANGEROUS OBJECTS AND/OR MATERIALS

- A. Residents, members of resident's household and guest are prohibited from displaying, using or possessing any illegal fire arm (operable or inoperable) or other illegal weapons as defined by laws and courts of the State of Florida anywhere on the County developments. This includes, but is not limited to:
 - 1. Shotguns, pistols, rifles, etc.
 - 2. Ammunition of any type.
 - 3. Pellet guns, B.B. guns, air guns (pistols, rifles, etc.), of any type.

4. Archery equipment (bows, arrows, targets, etc.).
5. Any and all types of sling shots or any device that could shoot a deadly projectile.
6. All sharp edged or pointed objects (i.e. knife, sword, etc.) used with the intent to threaten, intimidate, or harm another. Any and all types of explosives, fireworks, explosive chemical(s).
7. Any and all types of explosives, fireworks, explosive chemical(s).
8. Any other type of instrument, object and/or material that may be deemed a weapon when used with the intent to threaten, intimidate or harm another.

XX. MISCELLANEOUS

- A. No additional equipment, refrigeration unit, freezing unit, air conditioning or heating unit may be installed, operated, or used in any way without the express written consent of the AMP administrator or designee.
- B. No provided equipment and/or appliances may be moved or removed from the unit or building. All provided equipment and appliances must be permanently retained in the original location.
- C. No use of any other illumination or florescent device other than the electric lighting provided is allowed.
- D. Distribution of Materials, Solicitations, and Request for Use of Community Spaces
 1. Distribution of any type of written materials (including but not limited to leaflets, fliers, gifts, surveys, brochures, posters, coupons, etc.) is prohibited. The gathering of signatures for petitions and picketing is prohibited.
 2. Door-to-Door Solicitation

Door-to-door solicitation for the sale of goods and services is prohibited. Violators of this policy will be required to leave the premises and be subject to trespassing charges.
 3. Political Activities
 - a) Door-to-Door canvassing, campaigning, or distribution of campaigning materials for an elected official or candidate is permissible in a development that is not secured.
 - b) Elected officials, political organizations, and declared candidates and their representatives must request authorization in writing from the AMP Administrator to hold an event in a community space. Community space is a room designated for community usage, which may not be available in every community development.
 - c) The request for authorization to hold the activity must include date, time, approximate duration, and names of participants. The County reserves the right to request additional information.

d) In lieu of approving a campaigning event for individual candidates, the County may designate a time and date where political candidates can address the residents of a development or group several requests into one event. If the activity is held during non-business hours, the requestor(s) must agree to bear the cost of any expense incurred by the County.

4. Door-to-door distribution of written materials by religious organizations that do not request donations is permissible in a development that is not secured.

5. Request to Utilize Community Spaces

The request to use community spaces in all cases must be submitted in writing for authorization to the AMP Administrator at least 72 hours in advance. The AMP Administrator in consultation with the Asset Management Division Director and PHCD External Relations Manager will evaluate each request. The AMP Administrator will communicate in writing to the requestor the final determination and coordinate space usage. The County reserves the right to deny any request for community space usage.

E. Flotation bedding systems, such as waterbeds, are permitted, provided the flotation bedding system does not violate applicable building codes. The resident shall be required to carry in the resident's name flotation insurance as is standard in the industry in an amount deemed reasonable to protect the resident and owner against personal injury and property damage to the dwelling units. The insurance policy shall also carry a loss payable clause to the owner of the building.

F. The resident(s) on the Lease agree and consent to third party deliveries to the management office. The resident(s) on the Lease agree to hold the management staff harmless for any damage to, loss of value to, the receipt of, or the loss of any item delivered by a third party, agency, or company.

G. No changes to the unit are allowed without the written consent of management. This includes painting, addition of decorations attached to the walls, windows, doors ceilings or floors, and the temporary or permanent changing of the physical layout of the unit.

H. Residents are prohibited from feeding stray animals. The feeding of stray animals shall constitute having a pet without the permission of the County and will be charged a fine according to the **Schedule of Fines** under **Exhibit 1** attached.

XXI. CLEANING AND DAMAGE CHARGES

A. Payment for charges incurred by **residents due to damages to the premises beyond normal wear and tear** must be paid in full within two (2) weeks of receipt of written notice for the charges. **The Schedule of Maintenance Charges is shown on Exhibit 1 of these Community Policies.**

XXII. MANAGEMENT OFFICE

- A. The office business hours are listed below:
Monday - Friday 8:00 A.M. to 5:00 P.M.

XXIII. VISITOR POLICY

- A. Residents are permitted to have a guest(s) visit their residence. However, if the resident allows a guest to make reoccurring visits or one continuous visit in excess of 14 days and nights in any 12-month period without the written consent of management, the resident will be notified in writing that the visits are in violation of the Lease Agreement.
- B. Resident's guest(s) are subject to the terms of the Lease Agreement and Community Policies. The resident is accountable for the guest(s) action(s) while the guest(s) is on the development community property.

XXIV. RESIDENT GRIEVANCE AND APPEAL POLICY

- A. This Resident Grievance and Appeal Policy is based on the requirements, standards, and criteria set forth by U.S. Department of Housing and Urban Development, in the Code of Federal Regulations, Volume 24, Part 966-Lease and Grievance Procedures, with such modifications required by State and Local law. The policy shall be incorporated into and made a part of all the County Dwelling Leases for public housing governed by Part 966.
- B. All residents of public housing are afforded ample opportunity for a fair and impartial hearing on matters involving the Dwelling Lease executed between the resident and the County. This policy encompasses all other the County instituted regulations which affect the resident's rights, welfare, or status, including victims of domestic violence under VAWA.
- C. The grievance and appeal process described in Department's Reasonable Accommodation Policy and Procedures (Appendix IV of the ACOP) shall be applied to those cases in which residents have been denied reasonable accommodation requests.

D. APPLICABILITY (AVAILABILITY) AND EXCLUSIONS

The grievance and appeal procedure shall be applicable and available to all individual grievances, except in the following cases, which may result in a lease termination:

1. Non-Public Housing Lease, Rental or Purchase Agreements

This policy does not apply to the following lease, rental or purchase agreements:

- a) The Section 23 and Section 10 Housing Assistance Payments Program,
- b) The Section 8 Housing Assistance Payments Programs,
- c) The Low-Rent Housing Ownership Opportunities Program (Turnkey II).

2. Disputes between residents not involving the County.
3. Residents filing a grievance on behalf of another resident who is not part of their own dwelling lease.
4. Residents that file a grievance together (otherwise referred to as a class grievance).
5. Negotiating Policy Changes.

This policy is not intended as a forum for initiating or negotiating policy changes between a group or groups of residents and the County. Only interpretations of policy may be grieved, not the policy itself.

6. Enterprise Income Verification (EIV) Discrepancies.

Discrepancies in wages shown in data provided by the Enterprise Income Verification (EIV) system must be clarified through third party verifications to employers. For EIV versus Social Security Administration (SSA) benefit discrepancies, the County should request the resident to obtain a current, original SSA benefit letter within ten (10) business days of the interview day.

E. DEFINITIONS

For the purpose of this policy, the following definitions shall apply:

1. AMP Administrator

Shall mean the representative of the County who is responsible for the day-to-day operations and management of a public housing development. These responsibilities shall include, but are not limited to: lease enforcement, and property maintenance.

2. Complainant

Shall mean any resident whose grievance is presented to the AMP administrator or designee of the development in which they reside.

3. Chief Hearing Officer

Shall mean the Hearing Officer appointed by the Director, to serve as the Chairperson of the Hearing Panel and render decisions on matters brought before it. This person shall also be responsible for all administrative details of the Hearing Panel.

4. Development

Shall mean a public housing facility, which is under the management of the County or its designee.

5. Elements of Due Process

Shall mean an eviction action or termination of tenancy in the State or Local court in which the following procedural safeguards are present by state:

- a) Adequate notice to the resident of the grounds for terminating tenancy and for eviction;
- b) Opportunity for the resident to examine all relevant documents, records, and regulations of the County prior to the trial or grievance hearing for the purpose of preparing a defense;
- c) Right of the resident to be represented by legal counsel;
- d) Opportunity to have their case heard before an impartial Hearing Officer or Hearing Panel;
- e) Opportunity for the resident to refute the evidence presented by the County, including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense the resident may have; and
- f) The right to a written determination based on evidence presented at grievance hearing.

6. Grievance or Complaint

Shall mean any dispute which a resident may have with respect to a County action or failure to act in keeping with the provisions of the Dwelling Lease or other County regulations. Such action or failure to act must adversely affect the rights, duties, welfare, or status of the resident bringing such dispute.

7. Grievance Hearing

Shall mean a proceeding at which a grievance is presented to a Hearing Officer or Hearing Panel. Deadlines to request a grievance hearing by the resident are as follows:

- Five (5) working days of the date of the Notice of a planned adverse action (e.g. lease termination, maintenance charges, fines, fees, etc.).
- Ten (10) working days as of the date the grievable event occurred for any dispute.

8. Hearing Officer

Shall mean an individual appointed by the Director, as defined in Section F: HEARING OFFICER OR HEARING PANEL of this Chapter to serve on the Hearing Panel and render decisions on matters brought before it.

9. Hearing Panel

Shall mean a panel of three (3) persons in accordance with Section F: HEARING OFFICER OR HEARING PANEL of this Chapter.

10. Resident

Shall mean the adult person or persons other than a live-in aide who resides in the unit and who has an executed Lease with the County as the lessee of the dwelling unit. If no such person now resides in the unit, this shall refer to the remaining head of household of the original lease who continues to reside in the unit.

F. HEARING OFFICER OR HEARING PANEL

1. The Department may have a Hearing Officer or Hearing Panel.

a) Hearing Officer

The Hearing Officer shall be a County employee appointed by the Director or designee, but such employee cannot be the public housing AMP administrator or a member of their staff, from the development at which the resident submitting the grievance (complainant) resides. The Hearing Officer will maintain a log of all decisions made available, upon request, to the complainant or complainant's representative.

b) Hearing Panel

The Hearing Panel shall be three (3) people.

(1) A Chief Hearing Officer who shall be a County employee appointed by the Director or designee; however, they cannot be the AMP administrator or a member of their staff at the development at which the resident submitting the grievance (complainant) resides. The Chief Hearing Officer will maintain a log of all decisions made available, upon request, to the complainant or complainant's representative.

(2) Two (2) members shall be resident representatives:

(a) One (1) representative shall be from the Overall Tenant Advisory Council (OTAC).

(b) One (1) representative shall be nominated by the Resident Council representative of the development in which the complainant resides. If the development does not have a recognized Resident Council, then OTAC will appoint a resident or OTAC member from the respective region.

(c) If OTAC or the development's Resident Council fail to nominate their respective representative, or in the event that the OTAC representative or the resident representative who lives at the

development does not show up to the grievance hearing, the complainant may sign the “*Waiver of Panel Member for Public Housing Hearing Panel*” form in order to conduct the grievance hearing.

2. Representatives from mixed finance developments (see Chapter I of the ACOP) may attend grievance hearings to provide guidance on Low Income Housing Tax Credit (LIHTC) regulations and to explain reasons for adverse action.

G. INFORMAL SETTLEMENT OF A GRIEVANCE

1. As a condition prior to a grievance hearing, all grievances shall be personally presented, either orally or in writing, for informal settlement process to the AMP administrator so that the grievance may be discussed informally and settled without a grievance hearing. The resident may be requested to complete a *Grievance Hearing Request Form*.
2. The AMP Administrator or designee will hold an informal settlement conference with complainant to address grievance, complete the “*Summary of Discussion- Informal Settlement of a Grievance*” form, and provide a copy of the form to the complainant, which will specify the following:
 - Date of the conference
 - Names of the participants
 - Complaint
 - Disposition of Complaint
 - Procedures to request a grievance hearing, if unresolved
3. If the complainant is not satisfied with the results of the informal settlement process, the complainant may request a grievance hearing within five (5) working days from the date of receipt of the “*Summary of Discussion-Informal Settlement of a Grievance*” form.

H. PROCEDURES FOR OBTAINING A GRIEVANCE HEARING

1. Requesting a Grievance Hearing

Residents must request a grievance hearing in writing within five (5) business days of receiving the results of the informal settlement process (see Section G: INFORMAL SETTLEMENT OF A GRIEVANCE) from their AMP Administrator or designee, subject to Section D: APPLICABILITY (AVAILABILITY) AND EXCLUSIONS. The written request must specify:

- a) The reason(s) for the grievance; and
- b) The action or relief sought.

2. Scheduling a Grievance Hearing

Upon compliance by a resident with provisions of this policy, a grievance hearing shall be scheduled within 30 days from receipt of the request for the next available date. By written notification from the Hearing Officer or Chief Hearing Officer, the date, time, location, and the procedures governing the hearing will be made available to all parties to the complaint.

3. Grievance Hearings by Telephone

A grievance hearing may be held via telephone conference, if requested no less than three (3) business days prior to the grievance hearing, in situations where a health condition or mobility prevents any of the parties from attending the grievance hearing in person. A grievance hearing via telephone conference for any other reason shall be at the discretion of the Hearing Officer or Chief Hearing Officer. Grievance hearings held by telephone conferences are not allowed simply for the convenience of any of the parties.

I. PROCEDURES FOR THE CONDUCT OF GRIEVANCE HEARINGS

1. Venue

The grievance hearing shall be held before the Hearing Officer or Panel at Department' main office or the development in which the complainant resides, unless otherwise relocated for good cause.

2. Due Process

- a) The parties may be represented by legal counsel or another person chosen as a representative.
- b) The opportunity will be provided to the resident to examine before the grievance hearing and, at the resident's expense, to copy all documents, records, and regulations of the County that are relevant to the hearing, unless otherwise prohibited by law and in the event of hardship. In the event the County does not comply with a request to provide the resident with a copy of their file prior to the grievance hearing, the County is prohibited from relying on the contents of the file at the hearing as set forth in the federal regulations. Therefore, any document not so made available after a request by the resident may not be relied on by the County at the hearing.
- c) The resident or their representative has the right to present evidence and arguments in support of their complaint, to controvert evidence relied on by the County or the AMP administrator, and to confront and cross-examine all witnesses on whose testimony or information the County or the AMP administrator relies.
- d) The County will provide reasonable accommodations to persons with disabilities for equal opportunity to participate in the grievance hearing (see Appendix IV of the ACOP).

- e) Limited English Proficiency (LEP) persons have the right to be provided with assistance in accordance with the LEP policy (Chapter I of the ACOP).
- f) The resident has the right to a swift decision, rendered, and based only on the evidence presented at the Grievance Hearing.

3. Failure to appear

- a) If the complainant should fail to appear for a scheduled grievance hearing, except for verifiable good cause (see Appendix I – Definitions of the ACOP), they shall be in automatic default and the decision rendered by the Hearing Officer or Hearing Panel in their absence shall be final.
- b) In the event that the Resident Council Representative or the resident representative who lives at the development fails to appear, the resident may sign the “*Waiver of Panel Member for Public Housing Hearing Panel*” form in order to conduct the hearing.
- c) The complainant and the County shall be notified of the determination by the Hearing Officer or Panel. A determination that the complainant has waived their rights to a grievance hearing shall not constitute a waiver of any right that the complainant may have to contest the disposition of the complaint in an appropriate judicial proceeding.

4. Showing of Entitlement

At the grievance hearing the complainant must first make a showing of an entitlement to the relief sought. Thereafter, the County has the burden of justifying the County action or failure to act, against which the complaint directed.

5. Conduct of Grievance Hearings

- a) The grievance hearing shall be conducted by the Hearing Officer or Chief Hearing Officer and oral or documentary evidence pertinent to the facts and issues raised by the complainant may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings.
- b) The Hearing Officer or Chief Hearing Officer shall require the County, the complainant, OTAC, Resident Council representative, and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Hearing Officer or Chief Hearing Officer may result in exclusion from the proceedings, decisions adverse to the interest of the disorderly party, or denial of the relief sought, as appropriate.

6. Verification

The Hearing Officer or Panel must verify any document provided by the resident, such as evidence of completion of rehabilitation program or any other proof or testimony provided, before submitting the decision letter to uphold or overturn the denial of assistance

7. Transcript of Hearings

The complainant or the County may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the grievance hearing. Any interested party may purchase a copy of such transcript.

J. DECISION OF THE HEARING OFFICER OR HEARING PANEL

1. Decision

- a) The decision of the Hearing Officer or Panel shall be based solely and exclusively upon the facts and evidence presented at the hearing, mitigating circumstances, and upon applicable County and Federal regulations and requirements.
- b) Within 14 calendar days of the grievance hearing, the Hearing Officer or Chief Hearing Officer shall prepare the decision in writing and include the reasons for the determination. A copy of the decision shall be sent to complainant. The County shall retain a copy of the decision in the resident's lease file or such other folder.
- c) The Hearing Panel must reach a majority decision. However, when members of the Hearing Panel are not in agreement, the Chief Hearing Officer may refer the case to the Director or designee for the final decision, who may request additional information and/or interview with the resident, if deemed necessary.
- d) The decision of the Hearing Officer or Panel shall be final. In extenuating circumstances, upon the resident's written request for review, the Director may modify the decision of the Hearing Officer or Panel. The Hearing Officer or Panel's decision, however, shall not abridge any other rights the residents have under law.

2. Continuing Rights

A decision by the Hearing Officer or Hearing Panel in favor of the County, or which denies the relief requested by the complainant in whole or in part, shall not constitute a waiver of, or affect in any manner whatever, their rights. Nor shall the decision affect in any manner whatever, any rights the complainant may have to a trial or other review in any judicial proceeding which may thereafter be brought in a matter.

3. Copies of Grievance Hearing Decision Letters

Copies of grievance hearing decision letters in addition to any documents or testimony presented at the grievance hearing are kept on file as per State of Florida retention schedules by the Hearing Officer, Chief Hearing Officer, or on site.

K. EVICTION ACTIONS

If a resident has requested a grievance hearing in accordance with Section H: PROCEDURES FOR OBTAINING A GRIEVANCE HEARING, the eviction procedure shall be suspended until the Hearing Officer or Panel produces its written decision. If the Hearing Officer or Panel upholds the decision of the County to terminate the tenancy, eviction proceedings may be instituted immediately. If the resident fails to quit the premises within the applicable statutory period, or on the termination date stated in the notice of termination, whichever is later, appropriate action brought against them which may require that they pay court costs and attorney fees.

XXV. ALTERATIONS POLICY**A. RESIDENT'S RESPONSIBILITY**

Alterations that permanently affect the existing structural layout of the unit including but not limited to the removal or construction of the interior/exterior walls, windows, doors, porches or patios are strictly prohibited. The resident may make no other alteration or repairs to the unit unless the resident complies with the following requirements:

1. Obtains prior written approval from the manager for all alterations.
2. Ensures that all work performed conforms to Department specifications and where necessary, performed by a licensed contractor.
3. Agrees that all alterations, once installed, become the permanent property of the Department.
4. Accepts responsibility for maintaining alterations in accordance with Department standards.
5. Accepts responsibility for any damage to Department property as a result of an alteration.

B. DEPARTMENT RESPONSIBILITIES

If an alteration has been made without prior written approval from the manager, or if the alteration does not conform to the standards of the Department, the manager will pursue Lease Enforcement procedures.

C. PROHIBITED ALTERATIONS

The following alterations are prohibited:

1. Fences
2. Paneling/wallpaper/adhesive mirrors/wall tiles
3. Patios or exterior screening
4. Interior/exterior construction or renovations

5. Floor tiling (i.e. linoleum, vinyl or ceramic)
6. Permanently attached wall-to-wall carpeting
7. Stoves
8. Locks
9. Antennas
10. Pools

D. AUTHORIZED ALTERATIONS

The following alterations are permitted **only** with written approval from the AMP administrator or designee.

1. Gardens: Gardens must not detract from the appearance of the property and there may be charges to restore the premises to its original condition.
2. Screen Doors: The screen door must be of a similar design to those installed by management.
3. Sheds: Permits must be obtained and the shed must be permanently affixed to the property in accordance with local building code so it is not a danger in the case of storms. Any shed so installed will become a permanent part of the unit in the event the resident should move.
4. Ceiling Fans: If installed according to specifications provided by the Department and provided there is an existing fixture to accommodate a ceiling fan.
5. Cable TV: Installed by a licensed cable company.
6. Window Shades: Any damage done to the wall shall be repaired prior to move-out to avoid maintenance charges.
7. Venetian Blinds, Mini-Blinds and Vertical Blinds: Any damage done to the wall shall be repaired prior to move-out to avoid maintenance charges.
8. Carpeting: Must not be permanently attached. Carpeting should be taped down. Doors cannot be shortened to accommodate carpeting. All carpeting must be removed, and the floor cleaned prior to move-out.
9. Wall Pictures and Decorations: Residents may hang wall pictures and decorations provided no heavy anchoring nails or screws are used. Adhesive wall mirrors or tiles are prohibited. Decals pasted on the walls, doors, windows or refrigerators are also prohibited.
10. Interior Painting: Only permitted with prior approval from management. Residents may request sufficient paint, at no charge to the resident, **once every (2) two** years to paint the interior of their unit. The resident must use only the paint supplied by the landlord. Any colors other than those provided by the landlord must be approved in writing. The unit should be returned to its original color prior to the resident vacating the premises or resident will be assessed a charge as appropriate.

11. Air Conditioners. Window Units: Only if the development does not have central air-conditioning or pop-out holes and if the installation conforms to Department specifications for that development. Personal air conditioning units shall not be installed in the unit's egress window (A window that is required in specific locations in dwelling unit and is intended as an emergency exit of a dwelling unit).
12. Pop-out Holes: Only with the prior approval of management and only if the installation conforms to Department and Fire Code specifications for the development.
13. Appliances: Resident-installed refrigerators, freezers, washers and dryers are permitted only with prior written approval of management and only if the unit has appropriate landlord-installed hookups.
14. Security Bars: If installed according to local building code by a licensed contractor.

XXVI. GRAFFITI

Graffiti on County property will not be tolerated. All residents and/or employees of the County have the responsibility to report incidents of graffiti by calling the site management office and reporting the address and/or location of the graffiti. The graffiti which appears on development property or equipment must be eliminated promptly.

XXVII. ABSENCES

Residents who will be absent from their unit for more than seven (7) consecutive days must notify the manager in writing prior to the intended absence.

XXVIII. RETURN (BOUNCED) CHECK CHARGES

If a resident's rent payment check is returned unpaid, or if a direct debit or other payment is found uncollectible, management shall charge the resident an administrative fee of \$20.

XXIX. SMALL-SCALE, IN-HOME BUSINESSES

- A. The County encourages public housing residents to operate home-based businesses. Such businesses do not have to be contrary to the principles of good property management and that the benefits to the resident, the community and the Department outweigh several possible negative effects. The community will benefit by having the services offered by the business in the neighborhood. The Department will benefit because the resident has a source of income from which to pay rent. The Department encourages self-sufficiency and therefore supports the formation of home-based businesses by residents.
- B. In order to allow home-based businesses yet preserve the livability and peaceful atmosphere of its communities, the County shall require any family member who is listed on the lease and desires to initiate a small-scale in-home business to seek written permission from the County by completing the Application for Permission to

Start a Home-based Business form before undertaking the business venture. The County will not allow business activity to occur in the dwelling unit until ALL the following conditions are met:

1. Written approval has been received from the County;
2. The resident has fulfilled all appropriate Federal, State and local requirements to operate the business, including but not limited to obtaining the appropriate licenses, permits etc.;
3. The resident signs a Memorandum of Understanding (MOU) with the County within 30 days of receiving written approval from the County; and
4. Establish the business within six months of signing the MOU.

A new application must be submitted if the business is not established within six months of signing the MOU or if the resident changes the nature of the business which was approved.

The County reserves the right to determine if the resident is compliant with the established MOU and terminate said agreement if the resident is not compliant. Upon termination of the MOU the resident must immediately cease and desist to any business activity inside the dwelling unit.

- C. In deciding whether to approve a resident's request to operate a small-scale in-home business, the County will consider the following factors, especially in regard to whether the business is incidental to the primary use of the unit as a residence:

1. The amount of traffic (pedestrian and vehicular) the business will generate;
2. Whether the traffic will create problems with neighbors and the extent of the problems;
3. The potential strain of such traffic on the building, grounds, roads or parking area, and environment (e.g. garbage generated, dumping of waste materials);
4. The extent of any noise the business will generate;
5. The degree to which the traffic and noise will disturb the normal atmosphere of the neighborhood;
6. The location of the dwelling where the business will be conducted;
7. The number of dwellings affected by possible adverse effects;
8. The type and size of any equipment necessary for the business;
9. The usage of utilities and who pays for any increased usage;
10. Potential liabilities requiring insurance coverage; and
11. The resident has no current or unresolved lease violation notices.

- D. The types of businesses which are generally acceptable as home-based businesses include, but are not limited to:

- Family day care homes (detailed information on state and local requirements of starting a family day care home is obtainable in the site management office)
- Sewing and clothes alterations
- Arts and crafts
- Book-keeping and accounting
- Word-processing and secretarial work
- Cosmetics/hairdressing
- Writing

- Telephone sales/telemarketing
 - Tax preparation
 - House cleaning services
 - Specialty cooking and catering
 - Small appliance repairs
- E. Residents who wish to start a home-based business may request an Application for Permission to Start a Home-Based Business form the AMP administrator or designee who will gladly provide the form and available information regarding the steps that are necessary to begin the process.
- F. Net income (i.e. income less any expenses incurred by the business) received from the operation of a resident-owned business are considered earnings and will be included or excluded in the calculation of annual income during annual reexamination according to federal regulations.

XXX. PROTECTIONS PROVIDED UNDER THE VIOLENCE AGAINST WOMEN ACT (VAWA)

VAWA provides specific protections against termination of the Lease for victims of domestic violence, dating violence, sexual assault or stalking (see Chapter XIV of the ACOP). The VAWA:

- A. Provides that the Department may not terminate the Lease of a family that moves out of the dwelling unit in violation of the Lease, with or without prior notification to the Department, if the move occurred to protect the health or safety of a family member who is or has been the victim of domestic violence, dating violence, sexual assault or stalking and who reasonably believed they were imminently threatened by harm from further violence if they remained in the unit.
- B. Provides that an incident or incidents of actual or threatened domestic violence, dating violence, sexual assault or stalking may not be construed either as a serious or repeated lease violation by the victim or as good cause to terminate the Lease of the victim.
- C. Provides that criminal activity directly related to domestic violence, dating violence, sexual assault or stalking may not be construed as cause for terminating the Lease of a resident if a member of the resident's household, a guest, or another person under the resident's control is the one engaging in the criminal activity and the resident or affiliated individual or other individual is the actual or threatened victim of the domestic violence, dating violence, or stalking.
- D. Provides the Department with the authority to terminate the Lease to any resident or lawful occupant who engages in criminal acts of physical violence against family members or others without terminating assistance to, or otherwise penalizing, the victim of the violence.

AGREEMENT AND ACKNOWLEDGEMENT

I/we have read and had the AMP administrator, or designee, explain in full the Community Policies incorporated by reference to my/our Lease. I/We acknowledge receipt of the Community Policies and I/we fully understand all the rules and agree to completely abide by them. I/We realize that failure to comply with the Community Policies is a violation of our Lease and may be grounds for my/our Lease to be terminated.

Resident (Head of Household) _____
Date

Spouse (if applicable) _____
Date

Family/Household Member (18 years or older) _____
Date

Family/Household Member (18 years or older) _____
Date

Family/Household Member (18 years or older) _____
Date

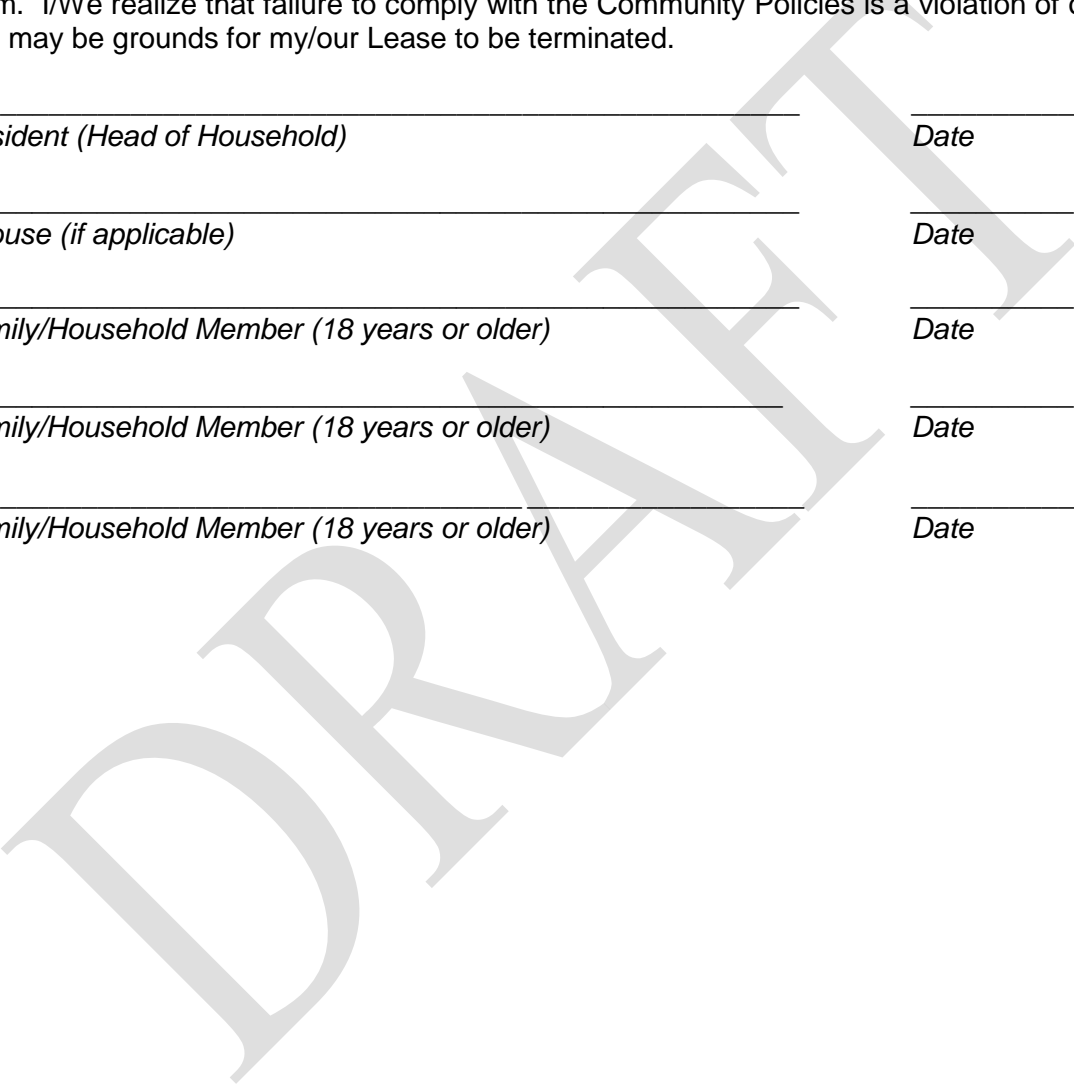


EXHIBIT 1

**MIAMI-DADE COUNTY
PUBLIC HOUSING AND COMMUNITY DEVELOPMENT
SCHEDULE OF MAINTENANCE CHARGES**

Any item not listed below will be charged according to Actual Cost.

ITEM	CHARGE
SPECIAL CHARGES	
Lockout during office hours	\$16.00
Lockout after office hours, weekends, holidays	\$80.00
Keys (each additional key)	\$5.00
Lock change	\$50.00
Return (Bounced) Check Charge	\$20.00
MAINTENANCE SERVICES	
Clearing vacancies	
-clearing out dwelling unit	Actual cost
-clean refrigerator	Actual cost
-clean stove	Actual cost
Grounds cleaning (occupied unit)	\$50.00
Remove trash from roof	\$50.00
Remove trash from halls or high rise buildings	\$20.00
REPAIRS AND REPLACEMENTS	
Screen doors (wood)	
-half screen repair	Actual cost
-complete screen door repair	Actual cost
-screen door replacement	Actual cost
Screen doors (steel)	
-stainless steel screen replacement	Actual cost
-door replacement	Actual cost
-closer replacement	\$25.00
-latch set replacement	\$25.00
Window screens	
-galvanized steel screen replacement	Actual cost
-stainless steel screen replacement (per sq. ft.)	Actual cost
-wood or aluminum screen replacement	Actual cost
-rescreen galvanized or aluminum screen	Actual cost

**MIAMI-DADE COUNTY
PUBLIC HOUSING AND COMMUNITY DEVELOPMENT
SCHEDULE OF MAINTENANCE CHARGES (Continued)**

Any item not listed below will be charged according to Actual Cost.

ITEM	CHARGE
REPAIRS AND REPLACEMENTS	
Glass replacement – window or door (per pane)	Actual cost
Window shades replacement (any size)	Actual cost
Doors (interior/exterior) repaired or replaced	Actual cost
Door latch set replacement	Actual cost
Mail Box replacement	Actual cost
Smoke detector replacement	
-battery type	\$21.00
-A/C type	\$25.00
Wall damage and structural repair	Actual cost
Sewer line unclog	Actual Cost
Commode	
-unstopped	\$40.00
-reset	\$60.00
Commode replacement	
-flush valve type	Actual cost
-close valve type	Actual cost
Commode tank replacement	Actual cost
Commode tank cover replacement	Actual cost
Commode seat replacement	\$15.00
Lavatory, sink or shower	
-unstopped/each apartment	\$60.00
-replaced	Actual cost
Lavatory or sink items	
-basket strainer replacement	\$20.00
-stopper replacement	\$15.00

**MIAMI-DADE COUNTY
PUBLIC HOUSING AND COMMUNITY DEVELOPMENT
SCHEDULE OF MAINTENANCE CHARGES (Continued)**

Any item not listed below will be charged according to Actual Cost.

ITEM	CHARGE
REPAIRS AND REPLACEMENTS	
Electrical items	
-circuit breaker replacement	Actual cost
-fuse	Actual cost
-fuse replaced	Actual cost
-fustat	Actual cost
-fustat replaced	Actual cost
-switch plates or outlet covers	Actual cost
-thermostats replaced	Actual cost
Light Fixture	Actual cost
Light bulbs are chargeable and not considered a "normal wear and tear" item	
-regular bulbs replaced	\$3.00
-75 watt	\$3.00
-150 watt	\$3.00
-fluorescent bulbs	\$10.00
-installation of resident-provided bulbs (elderly/handicapped residents only)	\$1.00
Lenses	
-incandescent light fixture lens	Actual cost
-fluorescent light fixture lens	Actual cost
Refrigerators/ranges	
-repaired or replaced	Actual cost
-ice tray replacement	\$10.00
-vegetable crisper replacement	\$18.00
-crisper tray cover replacement	\$14.00
-range knob	\$10.00
burner elements (oven & top burner)	Actual cost

**MIAMI-DADE COUNTY
PUBLIC HOUSING AND COMMUNITY DEVELOPMENT
SCHEDULE OF FINES**

Cutting Grass	\$25.00 (small yard) \$ 50.00 (large yard)
Disposing of household goods/furniture in areas other than assigned	\$100.00
Feeding stray animals	\$25.00
Graffiti, dirty walls	\$100.00
Hanging clothes on balconies/throwing trash over balconies	\$25.00
Littering fee (failure to place trash/garbage in dumpster)	\$40.00
Littering fee, additional violations of littering or each occurrence	\$40.00
Parking on the grass	\$25.00
Playing loud music	\$27.00
Unauthorized pets	\$100.00
Unreturned keys at move-out, fee per lock	\$50.00
Walking on the grass	\$10.00
Washing vehicle w/water from development community by resident	\$50.00
Washing vehicle w/water from development community by guest	\$75.00