

MEMORANDUM

Agenda Item No. 8(K)(1)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: July 7, 2022

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving Miami-Dade Public Housing and Community Development Department's public housing tenant lease (lease) and public housing community policies; authorizing the County Mayor or the County-approved management agents to execute the lease on behalf of the County, and to exercise all provisions contained therein; and authorizing the County Mayor to make any necessary revisions to the lease and community policies as may be required by regulation, statute, or court order, without further approval of the Board

This item was amended from the original version as stated in the County Mayor's memorandum.

The accompanying resolution was prepared by the Public Housing and Community Development Department and placed on the agenda at the request of Prime Sponsor Public Housing and Community Services Committee.


Geri Bonzon-Keenan
County Attorney

GBK/uw

Memorandum



Date: July 7, 2022

To: Honorable Chairman Jose “Pepe” Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Approval of the Public Housing and Community Development Tenant Lease Agreement and Community Policies

This item was amended at the June 9, 2022 Public Housing and Community Services Committee to, notwithstanding the original recommendation below, keep the current lease language found in Article IX, Section 7 and Article XV pertaining to unexcused absences from school of school-aged children, and to permit the Public Housing and Community Development Department to consider evidence of compelling circumstances that demonstrate good cause for a school-aged child’s failure to attend school.

Recommendation

It is recommended that the Board of County Commissioners (Board):

1. Approve the revised Public Housing and Community Development tenant lease agreement (lease) (See Exhibit 1 to resolution) and the community policies document (community policies) (See Exhibit 2 to the resolution) for the public housing program administered by the Miami-Dade County’s Public Housing and Community Development Department (Department);
2. Authorize the County Mayor or the County Mayor’s designee or the County-approved management agents to execute the lease on behalf of the County, and exercise all provisions contained therein; and
3. Authorize the County Mayor or the County Mayor’s designee to make any necessary revisions to the lease and community policies approved by the Board as may be required by regulation, statute, or court order, without further approval of the Board.

Scope

The lease and community policies include the terms and conditions for the rental of dwelling units under the public housing program administered by the Department. The Department follows applicable federal, state, or local government rules and regulations related to the administration of the public housing program. Although this item has a countywide impact, the approval of this item does not approve the leases and community policies for the public housing programs administrated by other public housing authorities within the County, including the Hialeah Housing Authority, Housing Authority for the City of Miami Beach, and Homestead Housing Authority.

Delegation of Authority

Upon the approval of the resolution, the County Mayor or the County Mayor’s designee or County-approved management agents will be authorized to execute the lease on behalf of the County, and to exercise all provisions contained therein. Further, the County Mayor or the County Mayor’s designee will be authorized to make any necessary revisions to the lease and community policies as may be required by regulation, statute, or court order, without further approval of the Board.

Fiscal Impact/Funding Source

The approval of this item will not result in a fiscal impact to the County’s general fund.

Track Record/Monitor

Michael Liu, Department Director, is responsible for administering the lease and community policies for public housing.

Background

The proposed lease and community policies provide general rules and guidelines for public housing residents and the County, as landlord. The documents outline the County and residents’ respective duties, responsibilities, and obligations. The lease and community policies further provide information such as the due date for rent payment; penalty for late payment; rules on the authorized members of the household; regulatory obligations; and the conditions for termination of the lease. On July 10, 2018, the current lease and community policies were adopted by the Board through Resolution No. R-710-18.

The Department’s proposed lease and community policies include certain revisions to the general language contained in the lease and community policies, including, removing ambiguous language, and correcting format and grammar. These documents also include certain policy changes as outlined below.

A. Lease

The proposed lease includes additional definitions and provisions to maintain consistency with the United States Housing Act of 1937, as amended, and the regulations implemented by the United States Housing and Urban Development’s (HUD). In addition to general formatting and grammatical changes throughout these documents, the Department proposes the following revisions:

- i. Article I: To revise or add language to the definitions section to remove ambiguity (i.e., dependent child, tenant, safety and other HUD regulatory definitions).
- ii. Article IX, Section 7 and Article XV: To remove the tenants’ obligations to ensure any school-age children do not accrue 15 unexcused absences within a 90-day period.
- iii. Article X: To modify or remove language that is ambiguous related to certain regulatory requirements.
- iv. Article XVI: To create Article XVI to incorporate HUD Notice PIH 2021–29’s requirements related to the extension of time and required disclosures for notification of nonpayment of rent.

B. Community Policies

The proposed community policies include proposed revisions related to policies and procedures. In addition to general formatting and grammatical changes throughout document, the Department proposes the following revisions:

- i. Chapter IV, Subsection I and Subsection O: To remove the prohibition on motorcycles.
- ii. Chapter IX, Subsection B: To modify the community policies to include baby-sitters for children of the immediate family.
- iii. Chapter XV: To modify the community policies to remove ambiguity related to the regulatory requirements.
- iv. Chapter XIX: To add a new section that tracks chapter 790, Florida Statutes, which requires tenants to maintain a valid license to carry concealed weapon or firearm. The new section further stipulates that pursuant to section 790.053, Florida Statutes, it is unlawful for any person to openly carry on or about their person any firearm or electric weapon or device.
- v. Chapter XXIV: To revise the language to extend the timeframe for tenants to file grievance from five days to 10 days (see Attachment 2, Chapter XXIV(J)). It is further recommended that the community policies be revised to include a timeframe of 10 days to submit appeal to the Director (see Attachment 2, Chapter XXIV(E)(7)).

The proposed lease and community policies were made available for public review and comments during a 30-day comment period from July 26, 2021, through August 25, 2021, and from December 23, 2021, through January 22, 2022 (See Attachment A). These documents were distributed to the Department’s administrative offices, site offices, and to members of the Department’s Resident Advisory Board. Additionally, as part of the update and vetting process of these documents, the Department held a meeting with the Resident Advisory Board on August 5, 2021, and January 11, 2022 (See Attachment B). The Department received comments from Legal Services of Greater Miami, Inc.; Genevieve Burch, Recording Secretary for the Southridge I and II Resident Council; and Cynder Haines, a private citizen (See Attachment C).



Morris Copeland, Chief Community Services Officer

Attachments



PUBLIC NOTICE
Public Housing and Community Development
Proposed Public Housing Tenant Lease Agreement and Community Policies

COMMENT PERIOD

Miami-Dade Public Housing and Community Development (PHCD) hereby advertises a 30-day comment period beginning **July 26, 2021, through August 25, 2021**, for the public to review and comment on the proposed Public Housing Tenant Lease Agreement and Community Policies.

These documents are available Monday through Friday between the hours of 8:00 am and 5:00 pm at each PHCD's site management offices, administrative offices, and website at www.miamidade.gov/housing. Please send written comments to: PHCD, 701 N.W. 1st Ct, 16th Floor, Miami, Florida 33136, Attn: PHA Comment; or email comments to: PHAPublicComment@miamidade.gov.

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AVISO PÚBLICO

Departamento de Viviendas Públicas y Desarrollo Comunitario
Propuesta del Contrato de Arrendamiento del Inquilino y Políticas Comunitarias De Vivienda Publica

PERÍODO DE COMENTARIOS

El Departamento de Viviendas Públicas y Desarrollo Comunitario de Miami-Dade (PHCD, por sus siglas en inglés) por este medio anuncia el período de comentarios de 30 días desde el **26 de julio del 2021 hasta el 25 de agosto del 2021** para que el público revise y comente en el Contrato de Arrendamientos del Inquilino y las Políticas Comunitarias de Viviendas Públicas.

Los documentos arriba mencionados estarán disponibles en las oficinas administrativas del PHCD de lunes a viernes, de 8:00 a. m. a 5:00 p. m., y en el sitio web www.miamidade.gov/housing. Por favor, envíe sus comentarios por escrito a: PHCD, 701 N.W. 1st Ct, 16th floor, Miami, Florida 33136, Atención: Comentarios sobre el PHA o envíe sus comentarios por correo electrónico a: PHAPublicComment@miamidade.gov.

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AVI PIBLIK

Lojman Piblik ak Devlopman Kominotè
Pwopoze Akò Lokasyon Lokatè Lojman Piblik ak Règleman Kominotè yo

PERYÒD KÒMANTÈ

Lojman Piblik Miami-Dade ak Devlopman Kominotè (PHCD) pibliye yon peryòd kòmantè 30 jou apati 26 jiyè 2021, jiska 25 out 2021, pou piblik la revize ak fè kòmantè sou Piblik Akò Lojman lokasyon lokatè yo pwopoze a ak règleman kominotè.

Dokiman sa yo disponib lendi jiska vandredi ant èdtan yo 8:00 am ak 5:00 pm nan chak biwo administrasyon sit PHCD, biwo administratif, ak sit entènèt nan www.miamidade.gov/housing. Tanpri voye kòmantè alekrit w yo pandan peryòd kòmantè a bay: PHCD, 701 N.W. 1st Ct, 16th Floor, Miami, Florida 33136, Attn: PHA Comment; oswa voye kòmantè w yo pa imel nan: PHAPublicComment@miamidade.gov

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CONTINUED FROM 2B

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Promoviendo responsabilidad y objetividad

“La formación como periodista no acaba nunca”

Para el también escritor y profesor Juan Jesús González, radicado en Miami, informar conlleva “una responsabilidad muy grande” y se necesita capacidad para almacenar datos importantes

GRETHEL DELGADO
gdelgado@diariolasamericas.com
@GretDelgado_

Juan Jesús González siempre tuvo claro que quería ser periodista. Para este madrileño, el apetito por las historias comenzó desde la infancia, cuando solía escribir crónicas y narraba lo que ocurría en su entorno: “Crónicas que nadie leía porque una vez que terminaba de escribirlas las rompía. Era como un ejercicio, como un entrenamiento de algo que habría de venir después, la profesión de periodista”.

Como contó a DIARIO LAS AMÉRICAS, “a veces escuchaba a mi padre hablar de lo difícil que era para algunos periodistas salir adelante, porque él conocía a unos cuantos que cubrían información del Real Madrid en una época en la que mi padre estaba muy vinculado al club blanco. Comentaba las estrecheces que pasaban algunos de ellos en sus comienzos, y yo no estaba seguro de si le iba a gustar que me matriculase en la Facultad de Periodismo para hacer la carrera. Aun así, me matriculé y todo fue bien”.

En medio de sus estudios en la universidad, comenzó a colaborar en periódicos como Diario 16, El Comestible o Mercado Mundial. Después comenzó a trabajar en el periódico Jornada, en Santa Cruz de Tenerife (Islas Canarias), ganó una oposición en Radio Nacional de España y entró a Televisión Española.

También ha desarrollado proyectos de comunicación en conjunto con otros periodistas, como una agencia de noticias y una emisora de radio. De todos, afirmó, “he aprendido muchas cosas. La más importante, intentar ser honesto con el trabajo y tratar de contar las cosas lo mejor que uno sepa y pueda por respeto al público y a uno mismo”.

Actualmente trabaja en Noticias Telemundo, como escritor para los distintos noticieros de la cadena y de programas especiales. “Ahí empecé en un proyecto ilusionante, que era poner en marcha Noticias Telemundo



El periodista Juan Jesús González. (CORTESÍA J.J. GONZÁLEZ)

“La formación como periodista no acaba nunca. Creo que el periodista ha de ser un poco aprendiz de todo y maestro de nada”

Mediodía, que se emite de lunes a viernes a las 12:30 hora del este. Llevo casi cuatro años trabajando con un equipo maravilloso, en el que nos complementamos muy bien”, destacó.

“Nuestro orgullo es haber ganado un premio Emmy nacional cuando llevábamos menos de un año en el aire”, acotó González, que también realiza consultoría de comunicación, formación y entrenamiento de líderes.

Responsabilidad primero
Gracias a su experiencia en todo tipo de medios de comunicación, ha constatado que, “sabiendo que con su relato puede llegar a crear estados de opinión, el periodista debe ser testigo de las cosas que pasan y contarlas honestamente, de la mejor manera posible. Es verdad que el periodista es un ser

humano, con sentimientos, creencias y opiniones, pero ha de saber encontrar un equilibrio en todo eso para que lo que cuente se ajuste a la realidad de lo que pasa, dejando a un lado todas esas influencias a la hora de narrar la noticia”.

“Esa es una responsabilidad muy grande y muchos se la toman a la ligera, anteponiendo intereses empresariales o personales por pura vanidad o por motivos ocultos”, añadió el autor de Lanzarote, la isla olvidada, entre otros libros.

En ese sentido, planteó el modo de enfrentar las visiones tendenciosas y el ruido en las redes sociales: “buscar la información, valorarla, contrastarla y publicarla”. Por eso resaltó la paradoja de que “en los tiempos de muchísima información es cuando, tal vez, más desinformada o mal informada está la gente”.

“Uno de los problemas más graves que siempre he tenido esta profesión es el intrusismo. Antes, cualquiera que escribía un artículo de opinión o una carta al director -y eso lo he vivido- ya se creía periodista. Lo malo es que ahora ocurre lo mismo, con la diferencia de que al ser sencillo e inmediato publicar cualquier

proceden”, zanjó.

González usa esa experiencia en las aulas cuando imparte clases de periodismo en Florida International University, donde enseña desde 2015. El periodista, que “ya venía con experiencia impartiendo clases en España en una universidad privada”, agradeció esta oportunidad de “desarrollar mi faceta como docente con el apoyo y la ayuda del equipo de profesores de la Maestría de Periodismo en español, y con el cariño de todos los alumnos a los que he tenido la suerte de conocer y transmitirles algo de lo que sé de esta maravillosa profesión”.

De igual modo ha aprendido “a valorar aún más el trabajo y el empeño de los que creen en el periodismo y deciden formarse para ser luego mejores profesionales, casi siempre empezando desde abajo como hemos hecho la mayoría”.

Y añadió que esa faceta también le ha permitido “reforzar mi compromiso con los estudiantes, ayudándoles en todo lo que pueda porque sé por propia experiencia que cuando estás empezando en el periodismo, en una redacción o en la universidad, siempre se agradece que alguien con más expe-

riencia que tú te eche una mano y te ayude a vencer el temor a enfrentarte a la difícil tarea de informar”.

riencia que tú te eche una mano y te ayude a vencer el temor a enfrentarte a la difícil tarea de informar”.

Justamente, a esos jóvenes que esperan convertirse en reporteros, González les aconseja “formarse adecuadamente y no sólo yendo a la universidad. La formación como periodista no acaba nunca. Creo que el periodista ha de ser un poco aprendiz de todo y maestro de nada; es decir, tener capacidad suficiente para almacenar información y saber manejarla en un momento determinado”.

Y en esa misma línea, considera vital “la curiosidad”, pues “no importa fijarse en tal o cual dato, en detalles de cosas que ocurren que pudieran ser insignificantes, porque algún día pueden hacernos falta. Y también ser muy crítico con los poderes establecidos, no creerse todo lo que nos cuentan sin contrastarlo antes o, al menos, citar las fuentes porque luego pasa lo que pasa, que siempre hay alguien que se aprovecha para colarnos una noticia falsa o interesada”.

A tono con las llamadas fake news, puntualizó que “algunos se creen que han descubierto el fact checking, la verificación de informaciones, que ahora parece estar tan de moda. La realidad es que eso es algo básico en el trabajo del periodista desde siempre. Cuanto más se contrastan las informaciones mejor se podrá informar con el mayor rigor posible” ●

MIAMI-DADE COUNTY AVISO PÚBLICO

Departamento de Vivienda Públicas y Desarrollo Comunitario Propuesta del Contrato de Arrendamiento del Inquilino y Políticas Comunitarias De Vivienda Pública

PERÍODO DE COMENTARIOS

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Bilingual Section

Creole

Pages 7-11-12

M-DCPS ap Prepare pou Posiblité pou Elèv Rive an Gran Kantite Apre Enstabilite Politik nan Kiba ak Ayiti

Istorikman, "Miami-Dade County Public Schools (M-DCPS)" (Lekòl Leta Miami-Dade County) toujou resevwa gwo kantite elèv ki fèt nan lòt peyi pandan peryòd enstabilite oubyen lè dezast natirèl afekte kèk zòn nan Amerik Latin ak Karayib la.

Lè nou konsidere enstabilite politik ki rive resamman nan basen Karayib la avèk pèp Kiba a ki leve vwa li e mache pou pwoteste kont yon rejim represyon, ak pèp Ayiti a ki tonbe nan yon vid gouvènmantral apre asasina prezidan yo, M-DCPS ka fè eksperyans yon migrasyon elèv ki ap soti nan peyi sa yo an gran kantite.

An previzyon ak sityasyon sa a, anplwaye Distri a kòmanse revize pwotokòl ki aplikab yo nan kontèks kondisyon COVID-19 n ap viv kounye a epi prepare pou kowòdone efò yo pou asire sistèm lekòl nou an pare pou li resevwa elèv sa yo e satisfè bezwen yo.

Nan ane ki pase yo, Distri a te devlope yon plan global pou reponn ak sityasyon nan peryòd konsa, kote elèv ki fèt nan lòt peyi konn rive an gran kantite. Plan an defini pwosedi ki gen rapò ak enskripsyon nan lekòl, pwogram ak materyèl enstriksyonèl ki apwopriye, sèvis manje, ak transpò

Continued on page 11



AVI PIBLIK

Lojman Piblik ak Devlopman Kominotè Pwopoze Akò Lokasyon Lokatè Lojman Piblik ak Règleman Kominotè yo

PERYÒD KÒMANTE

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JWENN REYALITE. PRAN VAKSEN.

REYALITE

Vaksen COVID-19 pa chanje oswa komini-ke avèk ADN ou nan okenn fason.

REYALITE

Vaksen kont COVID-19 la pase nan menm pwosesis tès ak lòt vaksen yo. Finansman masif gouvènman an te fè li posib pou egzekite tout twa faz obligatwa esè klinik yo an menm tan.

REYALITE

Okenn nan vaksen kont COVID-19 yo otorize ak rekòmande nan peyi Etazini pa gen viris vivan ki lakòz COVID-19 epi yo pa ka ba ou maladi COVID-19.

REYALITE

Si ou te deja gen COVID-19, reinfeksyon toujou posib. Vaksen an ka ofri iminite ki pi fyab pase yon enfeksyon anvan.

REYALITE

Pa gen okenn prèv kounye a ki montre ke vaksen kont COVID-19 la lakòz pwoblèm pandan gwosès, tankou devlopman plasenta.

Meye opsyon nou POU YON KOMINOTE FÒ, AN SANTE.

*Reyalite yo baze sou enfòmasyon ki soti nan Sant pou Kontwòl Maladi (CDC). Tanpri cheche sous enfòmasyon kredib pou pran desizyon ou sou vaksen yo.



miamidade.gov/vaksen



Cuban Americans attend a rally Wednesday at Tropical Park in west Miami-Dade in support of protesters in Cuba.

Miami protesters demand intervention against Cuban government

BY BLANCA PADRÓ OCAÑO
blpadro@miamiherald.com

Hundreds of people attended a protest in Tropical Park on Wednesday evening in solidarity with ongoing anti-government demonstrations in Cuba. But some in South Florida said they worried the cause

could lose momentum. The Miami-Dade demonstration was organized by the Assembly for Cuban Resistance. Waving Cuban flags and shouting "Down with the dictatorship," the protesters demanded immediate action from the international community to intervene, as widespread repression against demon-

strators in Cuba appeared to continue. "It's logical that after such brutal repression people cannot continue to be on the streets and they will have to organize in some other way," said Andres Espinosa, one of the demonstrators at Wednesday's rally. "And we also have to find a way to support them,

so that when they decide to go back to the streets, they can have some support." Among the speakers at Wednesday's demonstration at the Ronald Reagan Equestrian Center was Neli Alessandra Cabrera, a 23-year-old Cuban American who made headlines last month when she ran onto the field of a pre-Olympic baseball tournament in Palm Beach between Cuba and Venezuela.

"Cuban Americans today have a responsibility, as young people born here in Miami, to learn the realities and truths of our parents. I know because my mother and my grandmother have always fought my whole life," said Cabrera while on a stage. "When I was 5 years old, I went to the Elkan (Gonzalez) protests. We have to know the truth of what is happening in Cuba."

Meanwhile in Cuba, mothers had organized on Wednesday a demonstration under the Mothers' Movement of July 11, to demand the release of their children who have been detained or disappeared by special forces. Internet access continued to be limited, as the Cuban government continued to downplay the demonstrations that started on July 11 and portray anti-regime protesters as violent and unpatriotic.

Blanca Padró Ocaño: 305-374-2649, @BlancaJoanite

FROM PAGE 1A CUBA

"100 and Aldo" police station on Monday, she went to look for a lawyer. But when they came on Tuesday to see him, it was too late.

"When we arrived, we were told he was being tried in a Diaz de Caceres court [on the other end of Havana]. We rushed, but we got there too late; he was already tried along with 10 other" young protesters, she said.

"Where is the right of my son Anyelo Troya Gonzalez to have a transparent trial?" Gonzalez wrote on Facebook. "I am befuddled by the reality that I am living in."

Troya worked in the production of the video of the viral song "Patria y Vida," featuring members of the San Isidro artist-activist movement. The song quickly became an anti-government anthem, and thousands of demonstrators chanted "Patria y Vida" — Homeland and Life — in several cities during the protests.

Dance student Amanda Celaya, 17, will be tried Thursday, authorities told family members.

"Finally, my niece Amanda Hernández Celaya was released last night to remain at home until Thursday 22, when she will be brought to trial. What is she accused of? 'Public disorder,'" independent journalist Miriam Celaya wrote on Facebook.

Miriam Celaya told the Herald her niece was arrested on Sunday in Havana because she was seen recording the demonstrations with her cellphone. "She is not involved in politics. Apparently, she was just recording the demonstration with her cellphone," she said.

Camila Lobón, a visual artist and activist who has been helping to confirm details of those arrested, said in a phone interview that she is aware of another two cases of protesters who will be tried soon: Alexander Diego Gil, an actor, and Randy Arteaga.

"Arteaga was detained in Villa Clara, and he is the only child of an elderly couple. He is their only provider; they don't have money to pay for a lawyer," Lobón said. "They don't even have a phone, so activists have to go to their house to communicate with them."

"It is a precarious situation for many families. There's ignorance of what they should do legally. There's helplessness and there's fear, because many fear authorities would retaliate if they speak out."

Summary trials, which began in the early days of the revolution, are not a thing of the distant past in Cuba. They have been used in cases involving dissidents and people allegedly breaking COVID-19 government restrictions.

"It is an express procedure for minor crimes," said Cuban lawyer Lariza Divorcet. "In summary trials, the time of ordinary proceedings can be cut in half. Someone can be sent to trial anytime between two and 45 days. The sentence is handed down orally; there is almost no documentation of the whole process, making any appeal difficult. It is very arbitrary."

It is unclear why some demonstrators have been released while others will be tried. Authorities contend those charged had committed violent crimes, and many had a prior police record, but that doesn't fit the profile of some of the people like Celaya and Troya currently being held.

"The fact that they are charging people with public disorder shows they were just peaceful protesters and did not commit any crimes," Lobón said in a phone interview.

She said public-disorder charges are frequently used against dissidents and activists who participate in public demonstrations against the government. She was one of the young

activists arrested after a protest in front of the Ministry of Culture last year. She says that police and state security officers have prevented her from leaving her house for the past 29 days.

"So far, there are 537 documented detentions. They could not all be involved in acts of vandalism," she said, in reference to the version peddled by the Cuban government.

Several videos published on social media by Cubans on the island have documented how police, military officials and pro-government mobs beat the demonstrators. Some videos show officers shooting at protesters.

But on state TV, the official version has been the opposite.

Moraima Bravet Garfalo, a colonel in the Interior Ministry, said the demonstrations were violent and "were carried out with the use of stones and knives, such as machetes, to attack law enforcement." State television has shown images of overturned police cars or people looting a government dollar store that sells much-needed food and necessities.

The colonel also said that minors were not going to be prosecuted. Although Cuba's age of adulthood is 18, the country's laws allow for charging those 16 and older. Those between 17 and 20, like Celaya, serve their sentences in separate prison facilities or different jail wings.

Government officials also denied Tuesday that there were people "missing" or "tortured" on the island and said the list of

detainees compiled by activists and international human-rights organizations was false.

The denial came after a statement by a university student, Leonardo Romero, made the rounds on social media. Romero told a pro-government youth publication, *La Joven Cuba*, that police officers beat him after his arrest on Sunday in Havana.

"They took me to the Dragones station and when we entered, they threw me violently on the floor and four people kicked me all over," he said. "I covered my face with my forearms and they kept kicking me. That's why I have a swollen forearm, a doctor saw it. My ribs also hurt."

Romero said he was then taken to a courtyard, where another officer hit him on his legs with a wooden plank. Then, before he was transferred to another police station, a different officer headbutted him on the nose, saying he did it because Romero was a "mercenary."

"I almost fainted, and they kept beating me before transferring me to the Zanja station," Romero said.

The Herald could not independently verify Romero's testimony. After his case was mentioned on state TV Tuesday, he told friends he was not doing any more media interviews for the time being. Without mentioning his name, a government prosecutor said that his case was being investigated after his father made a formal complaint with Cuba's attorney general's office.

Florida AG Ashley Moody tests positive for COVID after being in DeSantis' delegation in Texas

BY KIRBY WILSON
AND ANA CERRALLOS
kwilson@miamiherald.com
acerrallos@miamiherald.com
Herald/Times Tallahassee Bureau



FL AG Ashley Moody says she has mild symptoms.

TALLAHASSEE — Ashley Moody, the Republican attorney general of Florida, tweeted on Wednesday that she has tested positive for COVID-19.

Moody, 46, had been vaccinated for the virus this year, she said. "Thankfully, I am only experiencing mild symptoms and my family is in good health," Moody tweeted. "I want to encourage Floridians to be vigilant about their health."

The news of Moody's positive test came four days after she flew on the state plane with Gov. Ron DeSantis and Senate President Wilton Simpson to the U.S.-Mexico border in Del Rio, Texas, for a press conference with Texas Gov. Greg Abbott.

At the press conference, which was in an open-air airport hangar, Moody also came in close contact with dozens of state law-enforcement officers.

Florida Department of Law Enforcement Commissioner Rick Swearingin, Florida Highway Patrol Colonel Gene Spaulding, Florida Fish and Wildlife Conservation Commission Colonel Brian Smith and Texas Attorney General Ken Paxton were also at the press conference and interacted with Moody.

DeSantis' office did not respond to a text message and email seeking comments late Wednesday on whether the governor would get tested for COVID-19 or take any precautions after coming in close contact with Moody over the weekend.

DeSantis received a COVID-19 vaccine this year.

Simpson tested positive for COVID-19 last December, just hours before he was to oversee the state's awarding of 29 electoral votes to President Donald Trump. At

the time, limited numbers of coronavirus vaccines were just beginning to roll into the state.

Moody's positive coronavirus test is the second high-profile infection reported among vaccinated Florida elected officials this week. U.S. Rep. Vern Buchanan, R-Sarasota, said on Tuesday he had contracted the virus despite his own vaccination. Like Moody, Buchanan, 70, said he is experiencing mild symptoms.

Although the coronavirus vaccines have proven effective in preventing severe illness, they are not a surefire prevention against getting COVID-19. Florida is in the middle of a summer-time coronavirus wave, with the state reporting about 6,500 cases every day for the seven-day period ending July 15.

Hospitals across the state are adding COVID-19 patients at rates that are alarming to some officials. The extremely contagious delta variant of the virus is spreading quickly. But across the state, healthcare professionals are reporting that the patients they're treating are largely unvaccinated.

Justin Senior, the CEO of the Safety Net Hospital Alliance of Florida, said he believes Florida hospitals will be able to withstand the surge in large part because of the protection offered by vaccines.

"What becomes dangerous from a public-health standpoint is if we see a variant that's really evading the vaccines," Senior said. "We're not seeing that."

Robert Morgan Educational Center & Technical College — Application for Reaffirmation

Robert Morgan Educational Center & Technical College, 18180 SW 122nd Avenue, Miami, Florida 33177 is applying for reaffirmation of accreditation with the Commission of the Council on Occupational Education. Persons wishing to make comments should write to the Executive Director of the Commission, Council on Occupational Education, 7840 Roswell Road, Building 300, Suite 325, Atlanta, Georgia 30350. Persons making comments must provide their names and mailing addresses.

Public Notice

PUBLIC HOUSING AND COMMUNITY DEVELOPMENT Proposed Public Housing Tenant Lease Agreement and Community Policies

COMMENT PERIOD
Miami-Dade Public Housing and Community Development (PHCD) hereby advertises a 30-day comment period beginning July 23, 2021, through August 23, 2021, for the public to review and comment on the proposed Public Housing Tenant Lease Agreement and Community Policies.

These documents are available Monday through Friday between the hours of 8:00 am and 5:00 pm at each PHCD's site management offices, administrative offices, and websites at www.miamidade.gov/housing.

Please send written comments to: PHCD, 701 N.W. 1st Ct, 16th Floor, Miami, Florida 33136, Attn: PHA Comment; or email comments to: PHAComment@miamidade.gov.

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For legal advice online, go to <http://legaladvice.miamidade.gov>.

INVITATION TO BID (ITB)

MDA PROCUREMENT/CONTRACT NO.: **11B2141**
MDX PROJECT/SERVICE TITLE: **TRANSPORTATION MANAGEMENT CENTER (TMC) OPERATIONS**

This Solicitation is subject to the Code of Silence in accordance with MDX's Procurement Policy.

A virtual Non-Mandatory Pre-Bid Conference is scheduled at 10:00 A.M. Eastern Time on July 27, 2021.

The Deadline for submitting a Bid Package is 2:00 P.M. Eastern Time on August 24, 2021.

For detailed information, please visit the MDX Procurement Department website at <https://www.mdxva.com/business/solicitations>, or call the MDX Procurement Department at 305-637-3277 for assistance.

PUBLIC NOTICE
Public Housing and Community Development
Proposed Public Housing Tenant Lease Agreement and Community Policies



COMMENT PERIOD

Miami-Dade Public Housing and Community Development (PHCD) hereby advertises a 30-day comment period beginning **December 23, 2021, through January 22, 2022**, for the public to review and comment on the proposed Public Housing Tenant Lease Agreement and Community Policies.

These documents are available Monday through Friday between the hours of 8:00 am and 5:00 pm at each PHCD's site management offices, administrative offices, and website at www.miamidade.gov/housing. Please send written comments to: PHCD, 701 N.W. 1st Ct, 16th Floor, Miami, Florida 33136, Attn: PHA Comment; or email comments to: PHAPublicComment@miamidade.gov.

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AVISO PÚBLICO

Departamento de Viviendas Públicas y Desarrollo Comunitario
Propuesta del Contrato de Arrendamiento del Inquilino y Políticas Comunitarias De Vivienda Publica

PERÍODO DE COMENTARIOS

El Departamento de Viviendas Públicas y Desarrollo Comunitario de Miami-Dade (PHCD, por sus siglas en inglés) por este medio anuncia el periodo de comentarios de 30 días desde **el 23 de diciembre del 2021 hasta el 22 de enero del 2022** para que el público revise y comente en el Contrato de Arrendamientos del Inquilino y las Políticas Comunitarias de Viviendas Públicas.

Los documentos arriba mencionados estarán disponibles en las oficinas administrativas del PHCD de lunes a viernes, de 8:00 a. m. a 5:00 p. m., y en el sitio web www.miamidade.gov/housing. Por favor, envíe sus comentarios por escrito a: PHCD, 701 N.W. 1st Ct, 16th floor, Miami, Florida 33136, Atención: Comentarios sobre estos documentos o envíe sus comentarios por correo electrónico a: PHAPublicComment@miamidade.gov.

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AVI PIBLIK

Lojman Piblik ak Devlopman Kominotè
Pwopozisyon Akò Lwaye Lokatè Lojman Piblik ak Règleman Kominotè yo

PERYÒD KÒMANTÈ

Lojman Piblik Miami-Dade ak Devlopman Kominotè (PHCD) pibliye yon peryòd kòmantè 30 jou **apati 23 desanm 2021, jiska 22 janvyè 2022**, pou piblik la revize ak fè kòmantè sou Piblik Akò Lojman lokasyon lokatè yo pwopoze a ak règleman kominotè.

Dokiman sa yo disponib lendi jiska vandredi ant èdtan yo 8:00 am ak 5:00 pm nan chak biwo administrasyon sit PHCD, biwo administratif, ak sit entènèt nan www.miamidade.gov/housing.

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Florida

COVID vuelve a disparar las alarmas

Miles de personas acuden a examinarse o vacunarse, mientras las autoridades comienzan a retomar ciertas medidas preventivas y exhortan el uso de mascarillas, así como evitar la aglomeración de personas



Según los especialistas médicos, ómicron es mucho más contagioso que su predecesora delta, pero menos dañino. (UNSP/ASH.COM)

JESÚS HERNÁNDEZ
jhermandez@diariolasamericas.com
@JesusHdezHquez

La llegada de la variante ómicron y los viajes y reuniones por Navidad hacen revivir las imágenes de largas filas para someterse a exámenes de COVID. Miles de personas acuden a los puntos de examinación y deben esperar dos y tres horas para ser atendidos.

"Llegué a la 1 (pm) y salgo ahora", dos horas y 47 minutos después, comentó Mario, mientras enfila su auto para salir de Tropical Park, el mayor punto de exámenes de COVID que dispone el condado Miami-Dade en este momento.

Dada la disminución de contagios en semanas anteriores, la mayoría de los grandes centros de examinación cerraron, aunque las farmacias y lugares menores continuaron haciendo las pruebas.

A las 2 pm, cientos de vehículos hacían fila en

Tropical Park. Una larga hilera, que tomaba dos cuadras en la calle 40 y ocho dentro del parque, en forma de zigzag, anunciaba el largo tiempo para esperar.

"Mi tío murió (de COVID) hace siete meses y no quiero que eso me suceda", señaló el hombre, visiblemente agotado por la espera.

A unos pasos de allí, Ada esperaba, sentada en una baranda, por la llamada de su esposo "cuando estuviéramos más cerca de la tienda del test".

"Vinimos ayer, pero nos fuimos. El jueves viajamos a Orlando, a visitar mi hija por Navidad, y quiero estar segura de que no tenemos el COVID", aseguró.

A diferencia de otros puntos de pruebas y vacunación, el de Tropical Park se mantiene abierto 24 horas al día. En la noche, a partir de las 8 p.m., la fila de vehículos disminuye significativamente.

Otros centros habilitados, como AD Barnes

Park, en 3401 SW 72nd Ave. Miami, continúan funcionando de 8 am a 7 p.m., incluyendo Homestead Air Reserve Park, Amelia Earhart Park, Zoo Miami, Haulover Park, Aventura Mall, Dolphin Mall, Hialeah Gardens Library y Miami Dade College North Campus, entre otros.

Lugares adicionales, como una carpa situada en la esquina de Coral Way y avenida 27, anuncia que el laboratorio Econodog realiza exámenes igualmente gratuitos.

Según los especialistas médicos, ómicron es mucho más contagioso que su predecesora delta, pero menos dañino.

No obstante, la alcaldesa de Miami-Dade, Daniella Levine Cava, restableció la orden a los hospitales de informar diariamente las cifras de pacientes con COVID, así como la ocupación y disponibilidad de camas y equipos de respiración asistida.

Conforme con los datos

publicados al cierre de esta edición, alrededor de 320 pacientes con COVID son atendidos en hospitales de Miami-Dade, 180 más que cuatro días antes. No obstante, la cifra de fallecimientos continúa baja.

Levine Cava señaló que Miami-Dade vive un "alarmante aumento" de contagios y que la variante ómicron se "extiende rápidamente como si fuera un incendio forestal".

En realidad, Florida reporta más de 20.000 nuevos contagios por día, una cifra que no se veía desde el 1 de septiembre, cuando delta golpeó.

Otro problema

El suministro de anticuerpos monoclonales Regeneron promocionado por el gobernador de Florida, Ron DeSantis, para combatir la enfermedad, se agotó.

Un grupo de personas contagiadas con COVID aguardaba en Tropical Park para recibir el codificado tratamiento médico. Todas tuvieron que regresar a casa sin ser tratadas.

"Serán contactadas tan pronto tengamos el medicamento", señaló la oficina de la alcaldía condal.

En otras zonas del estado el medicamento también se agotó y las autoridades urgen, tanto al gobierno federal como el estatal, a pro-

mover la elaboración del preciado medicamento.

Durante los meses de octubre y noviembre, cuando el contagio de coronavirus bajó drásticamente en Florida, el abastecimiento de Regeneron fue disminuido.

Ómicron

Acorde con el informe de la autoridad de Salud de Florida, la nueva variante de coronavirus, ómicron, golpea y su poder de contagio es tal, superior al delta, que la tasa de positividad aumentó de 2 a 14% en las tres últimas semanas.

Conforme con el informe oficial de vacunación, el 79.3% de la población de Miami-Dade está vacunada contra el COVID, pero eso no significa que la persona esté exenta de contraer el virus.

"Durante meses hemos tratado de explicar que la vacuna no evita el contagio", expuso el Dr. Hugo Lara, médico especialista en enfermedades infecciosas.

"Es como si nos vacunamos contra cualquier otra enfermedad. El virus puede 'entrar' y ser transmitido a otra persona, pero las probabilidades de desarrollo en la persona vacunada son mínimas. Por eso, hay que vacunarse y ponerse el refuerzo", subrayó el doctor Lara.

En efecto, datos extraoficiales revelan que apenas el 30% de las personas que

recibieron la dosis asignada hace seis meses o más han optado por el necesario refuerzo.

Por otra parte, las autoridades sanitarias continúan recomendando el uso de mascarillas en lugares cerrados en público u otro donde la concentración de personas sea mayor "independientemente de que estar vacunado".

La alcaldesa de Miami-Dade insiste en la vacunación y plantea que "es importante asegurarnos de que todos estén vacunados y por eso instamos a priorizar recursos para seguir persuadiendo a la gente para que se vacune".

Florida es el tercer estado que ha sido más golpeado por el coronavirus, con más de 3.7 millones de contagios y 62.000 fallecimientos acumulados, desde que comenzó la pandemia en marzo 2020.

El condado Miami-Dade lidera en el estado con más de 690.000 contagios y 9.200 fallecimientos.

Si vive en Miami-Dade llame al 311 o consulte el portal ididsfl.com, donde obtendrá información detallada en español, inglés, creole y portugués para vacunarse.

También puede acudir al sitio web habilitado por el Gobierno de Florida MyVaccine.FL.Gov, en el que también podrá obtener la información en español.

MIAMI DADE COUNTY AVISO PÚBLICO

Departamento de Viviendas Públicas y Desarrollo Comunitario
Propuesta del Contrato de Arrendamiento del Inquilino y Políticas
Comunitarias De Vivienda Publica

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PEAN

CONTINUED FROM 118

in color from burgundy, navy blue, dark green, black, gray and orange. Pieces range in price from \$225 to almost \$2,000.

"When you look at the world today, we've moved into a new environment and have been bouncing from Zoom to in-person meetings," said Pean, explaining his inspiration for the brand. "Everything we're seeing now embodies where we're moving as a society versus where we've been. Structural norms have changed in terms of what makes sense when it comes to dressing up. Dressing up doesn't have to look the same as it always has."

During the height of the pandemic last year, Pean found himself searching through his closet for business attire but was unsatisfied and had suddenly developed a distaste for traditional formalwear.

"It just didn't feel right anymore," he said, but he still wanted to look professional when he entered a room. "This calling came about and I realized that I could be the change I wanted to see in this industry."

The line meshes elements of suits with leisurewear and offers a casual yet clean look. "It really allows a person to transition from professional to their personal lives seamlessly," said Pean. "A lot of people want to be able to go to a meeting, then meet someone for a drink before going back to another meeting or pick up their kids from school."

Pean says his background, along with positive influences and encouragement from loved ones, enabled him to start his own business. A bachelor's degree in international business with a concentration in fashion merchandising from the University of Maryland laid the foundation.

His career got its start at JCPenney,

where he worked as an intern learning about retail buying and merchandise until he eventually worked his way up to becoming an assistant buyer for the company in Dallas. Soon, he landed an associate buyer position at Macy's, where he remained for more than two years. Before long, Pean was brought to the world of luxury retail through a nine-year tenure at Saks, first as an associate buyer and then as a senior buyer for men's footwear, outerwear and accessories, where he earned awards and accolades.

He later founded a consulting company, Pean Group Six, to help luxury brands and retailers based on what he picked up through the years.

"My background speaks for itself. I think that the stores and our partners currently understand that we, me and the brand, understand the consumer," Pean said, explaining how he reached success so early into the business. "Those that saw the [Harlem] fashion show realized that



At Harlem's Fashion Row's 14th annual Show & Style Awards, a model struts down the runway sporting a pilot rouge D&B Peacock, a model from the June 79 spring 2022 collection.

we were speaking to the consumer in a unique way which is moving fashion forward. When you think of the future of fashion and what that looks like, I

would like to think that it looks like what June 79 is: a hybrid of being able to dress up, dress down and still be respected in every space that you enter."

Pean has been able to secure a partnership with not just Saks, but also other clothing stores, like A Ma Maniere - with stores located in Atlanta and Washing-

ton, D.C. - and Marissa Collections, in Naples, Fla.

His acquired business and marketing skills and ability to articulate a vision met with a strong desire to meet fashion trends brought him this far, but he says it's still a challenge.

"It's a balance between a marathon and a sprint, because there are hurdles that you have to jump over but you have to endure the race," said Pean. "Being on the business side of fashion was different because you're focused on the numbers - and being operationally sound. On the creative side, you think of creating 65% of the time and then understanding the business component, like the cost of things - the fabric, operation and marketing your business. I'm very fortunate I had 20 years of experience on the business side, which guides how I approach everything. I knew my strengths were managing a P&L, running a business and managing people."

Though June 79 launched with a primary demographic in mind, Pean says the brand is gaining popularity among women and older men who would traditionally prefer suits.

"We started off as menswear but we saw a lot of women wearing our jackets in the market. I think there's a gender fluidity to the product that just happened organically," he disclosed. "We know that women like to shop in men's departments anyway - but to see that is very inspiring, because it just allows us to speak to a broader audience."

Pean says he wants to share his success by giving back and contributing his time to mentoring the younger generation of designers and business leaders in the industry. Through RAISE-Fashion, an organization connecting Black-owned brands to industry professionals for pro bono support, he offers insight into starting a business, retail training and costing

OWNERS

CONTINUED FROM 128

the Performing Arts of Miami-Dade County.

Prior to being selected, the winners participated in a small business boot camp at StartUP FIU, alongside 30 other local entrepreneurs. The two-week program aimed to strengthen participants' skills in a variety of subjects, from team building and leadership development to raising capital and navigating the supply chain system.

At the end of each week, boot campers were given the opportunity to pitch their business to a panel of judges, including representatives from FIU, Bank of America, The Underline, Black Angels Miami and Whole Foods. The 10 winners were selected based on a variety of criteria, including unique value proposition, economic feasibility, marketing and growth strategy, entrepreneurial spirit and overall presentation.

"We know empowering small businesses with the right tools will help make a direct impact on our local community and economy," said Gene Schaefer, Bank



Jeremie Etienne is the owner of InSeason LLC, a wellness service provider.

of America Miami president. "The focus of this collaborative effort is to drive positive impact where it is needed most, inspire Miami's entrepreneurial spirit and accelerate sustainable growth."

StartUP FIU is a universitywide innovation hub that fosters and develops entrepreneurship and innovation to help students, researchers and community connect, contribute to and thrive in today's

fast-changing business world. Programming within its three pillars - research commercialization, student entre-

preneurship and economic development - work with individuals to ideate, launch and scale their businesses.

Public Notice

**PUBLIC HOUSING AND COMMUNITY DEVELOPMENT
Proposed Public Housing Tenant Lease
Agreement and Community Policies**

COMMENT PERIOD
Miami-Dade Public Housing and Community Development (PHCD) hereby advises a 30-day comment period beginning December 23, 2021, through January 22, 2022, for the public to review and comment on the proposed Public Housing Tenant Lease Agreement and Community Policies.

These documents are available Monday through Friday between the hours of 8:00 am and 5:00 pm at each PHCD's site management offices, administrative offices, and website at www.miamidade.gov/housing.

Please send written comments to: PHCD, 701 N.W. 1st Ct, 16th Floor, Miami, Florida 33138, Attn: PHA Comment; or email comments to: PHAComment@miamidade.gov.

PHCD does not discriminate based on race, sex, color, religion, marital status, national origin, disability, ancestry, sexual orientation, gender identity or gender expression, status as a victim of domestic violence, dating violence or stalking, source of income, age, pregnancy or familial status in the access to, admissions to, or employment in housing programs or activities. If you need a sign language interpreter or materials in accessible format for this event, call 786-465-2155 at least five days in advance. TDD/TTY users may contact the Florida Relay Service at 800-955-8771.

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AVI PIBLIK

Lojman Piblik ak Devlopman Kominotè Pwopoze Akò Lokasyon Lokatè Lojman Piblik ak Règleman Kominotè yo

PERYÒD KÒMANTÈ

Lojman Piblik Miami-Dade ak Devlopman Kominotè (PHCD) pibliye yon peryòd kòmantè 30 jou apati **23 desanm 2021, jiska 22 janvyè 2022**, pou piblik la revize ak fè kòmantè sou Piblik Akò Lojman lokasyon lokatè yo pwopoze a ak règleman kominotè.

Dokiman sa yo disponib lendi jiska vandredi ant 8:00 am ak 5:00 pm nan chak biwo administrasyon sit PHCD, biwo administratif, ak sit entènèt nan www.miamidade.gov/housing.

Tanpri voye kòmantè alekrit w yo pandan peryòd kòmantè a bay: PHCD, 701 N.W. 1st Ct, 16th Floor, Miami, Florida 33136, Attn: PHA Comment; oswa voye kòmantè w yo pa imel nan: PHAPublicComment@miamidade.gov.

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- ✓ Notary Signing
- ✓ Non-Profit Set Up
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PUBLIC NOTICE
Public Housing and Community Development
Proposed Public Housing Tenant Lease Agreement and Community Policies

COMMENT PERIOD

Miami-Dade Public Housing and Community Development (PHCD) hereby advertises a 30-day comment period beginning **July 26, 2021, through August 25, 2021**, for the public to review and comment on the proposed Public Housing Tenant Lease Agreement and Community Policies.

These documents are available Monday through Friday between the hours of 8:00 am and 5:00 pm at each PHCD's site management offices, administrative offices, and website at www.miamidade.gov/housing. Please send written comments to: **PHCD, 701 N.W. 1st Ct, 16th Floor, Miami, Florida 33136, Attn: PHA Comment**; or email comments to: **PHAPublicComment@miamidade.gov**.

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NOTIFICATION OF CONFERENCE CALL

TO: RESIDENT ADVISORY BOARD (RAB)

Public Housing and Community Development (PHCD) understands that these are challenging times due to the COVID-19 outbreak, however, it is still critical to keep our residents informed.

PHCD will be hosting a telephone conference call with its **Resident Advisory Board (RAB)** members to review the following proposed documents:

- Public Housing Tenant Lease Agreement
- Community Policies

The Conference Call will be held on:	Date	Time
	08/05/2021	2:00 P.M.

Instructions:

1. You can join the call from your cell phone or home phone at **1:45 pm** by dialing toll-free: **1 786 635 1003**
2. You will be asked to enter the meeting ID: **957 1153 8663** followed by the **#** sign.
3. You will be connected to the call and your phone will be automatically **muted**.
4. You will be able to listen to the 20-30 minute presentation and then be able to ask questions.
5. You will be able to provide feedback by asking a question and hearing the answer as well as other questions asked by your neighbors.

Your participation is anticipated.

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AVISO PÚBLICO

Departamento de Viviendas Públicas y Desarrollo Comunitario

Propuesta del Contrato de Arrendamiento del Inquilino y Políticas Comunitarias De Vivienda Publica

PERÍODO DE COMENTARIOS

El Departamento de Viviendas Públicas y Desarrollo Comunitario de Miami-Dade (PHCD, por sus siglas en inglés) por este medio anuncia el período de comentarios de 30 días desde el **26 de julio del 2021 hasta el 25 de agosto del 2021** para que el público revise y comente en el Contrato de Arrendamientos del Inquilino y las Políticas Comunitarias de Viviendas Públicas.

Los documentos arriba mencionados estarán disponibles en las oficinas administrativas del PHCD de lunes a viernes, de 8:00 a. m. a 5:00 p. m., y en el sitio web www.miamidade.gov/housing. Por favor, envíe sus comentarios por escrito a: PHCD, 701 N.W. 1st Ct, 16th floor, Miami, Florida 33136, Atención: PHA Comments o envíe sus comentarios por correo electrónico a: PHAPublicComment@miamidade.gov.

PHCD no discrimina en base a raza, sexo, color, religión, estado civil, país de origen, discapacidad, procedencia, preferencia sexual real o percibida, identidad de sexo o expresión de sexo, condición de víctima de violencia doméstica, violencia o acoso de pareja, fuente de ingreso, edad, embarazo o condición familiar, en cuanto al acceso, admisiones o empleos en los programas o actividades de vivienda. Si usted necesita un intérprete de lenguaje de señas o material en formato accesible para esta actividad, llame al 786-469-2155 al menos con cinco días de antelación. Los usuarios del sistema de retrasmisión TDD/TTY pueden comunicarse con el Servicio de Retransmisión de la Florida (Florida Relay Service) por el 800-955-8771.

NOTIFICACION DE CONFERENCIA TELEFONICA

A: JUNTA CONSEJERA DE RESIDENTES (RAB, por sus siglas en ingles)

Vivienda Pública y Desarrollo Comunitario (PHCD, por sus siglas en inglés) entiende que estos son tiempos difíciles debido al brote de COVID-19, sin embargo, aun así, es fundamental mantener informados a nuestros residentes.

PHCD organizará una llamada de conferencia telefónica solamente con los miembros de la Junta Consejera de Residentes (RAB, por sus siglas en ingles) para discutir los siguientes documentos propuestos:

- Contrato de Arrendamiento del Inquilino De Vivienda Publica
- Políticas Comunitarias De Vivienda Publica

La Conferencia Telefónica será el:	Fecha	Hora
	08/05/2021	2:00 P.M.

Instrucciones:

1. Puede unirse a la llamada desde su teléfono celular o teléfono de su casa a las **1:45 p.m.** llamando al número gratuito: **1 786 635 1003**
2. Se le pedirá que ingrese el ID de la reunión: : **957 1153 8663** seguido del símbolo de #.
3. Será conectado a la llamada y su teléfono se **silenciará** automáticamente.
4. Podrá escuchar la presentación de 20-30 minutos y luego podrá hacer preguntas.
5. Podrá dar su opinión haciendo preguntas y escuchando la respuesta al igual que escuchará otras preguntas hechas por sus vecinos.

Contamos con su participación.

(unofficial translation/ traducción no oficial)

PHCD no discrimina en base a raza, sexo, color, religión, estado civil, país de origen, discapacidad, procedencia, preferencia sexual real o percibida, identidad de sexo o expresión de sexo, condición de víctima de violencia doméstica, violencia o acoso de pareja, fuente de ingreso, edad, embarazo o condición familiar, en cuanto al acceso, admisiones o empleos en los programas o actividades de vivienda. Si usted necesita un intérprete de lenguaje de señas o material en formato accesible para esta actividad, llame al 786-469-2155 al menos con cinco días de antelación. Los usuarios del sistema de retrasmisión TDD/TTY pueden comunicarse con el Servicio de Retransmisión de la Florida (Florida Relay Service) por el 800-955-8771.



AVI PIBLIK
Lojman Piblik ak Devlopman Kominotè
Pwopozisyon Akò Lwaye Lokatè Lojman Piblik ak Règleman Kominotè yo



PERYÒD KÒMANTÈ

Lojman Piblik Miami-Dade ak Devlopman Kominotè (PHCD) pibliye yon peryòd kòmantè 30 jou apati 26 jiyè 2021, jiska 25 out 2021, pou piblik la fè revizyon ak kòmantè sou Pwopozisyon Akò Lwaye Lokatè Lojman Piblik ak Règleman Kominotè yo.

Dokiman sa yo disponib lendi jiska vandredi ant èdtan yo 8:00 am ak 5:00 pm nan chak sit biwo administratif PHCD ak sit entènèt www.miamidade.gov/housing. Tanpri voye kòmantè alekri w yo pandan peryòd kòmantè a bay: PHCD, 701 N.W. 1st Ct, 16th Floor, Miami, Florida 33136, Attn: PHA Plan Comment; oswa voye kòmantè w yo pa imel nan: PHAPublicComment@miamidade.gov

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NOTIFIKASYON KONFERANS TELEFÒN

POU: REZIDANS KOMISYON KONSÈY (RAB)

Lojman Piblik ak Devlopman Kominotè (PHCD) konprann sa yo se moman difisil akòz epidemi COVID-19, sepandan, li toujou kritik kenbe rezidan nou yo enfòm.

PHCD pral òganize yon apèl konferans telefòn avèk manm Konsèy Konsiltatif Rezidan li yo (RAB) pou revize dokiman ki pwopoze sa yo :

- Akò Lwaye Lokatè Lojman Piblik
- Règleman Kominotè yo

Apèl konferans lan ap fèt nan:	Dat	Tan
	08/05/2021	2:00 P.M.

Enstriksyon:

1. Ou ka rantre nan apèl la nan telefòn selilè ou oswa nan telefòn lakay ou nan **1:45 pm** pa konpoze nimewo telefòn gratis: **1 786 635 1003**
2. Yo pral mande w pou antre ID reyinyon an: **: 957 1153 8663** ki te swiv pa siyen an #.
3. Ou pral konekte nan apèl la ak telefòn ou yo pral otomatikman muet.
4. Ou pral kapab koute prezantasyon an 20-30 minit ak Lè sa a, ou kapab poze kesyon.
5. Ou pral kapab bay fidbak pa poze yon kesyon epi tande repons lan ansanm avèk lòt kesyon ke vwazen ou yo ap poze.

Se patisipasyon ou antisipe
(unofficial translation/ tradiksyon ki pa ofisyèl)

PHCD pa fè diskriminasyon baze sou ras, sèks, koulè, relijyon, eta sivil, orijin nasyonal, enfimite, zansèt, oryantasyon seksyèl, ekspresyon idantite seksyèl, estati kòm viktim vyolans konjigal, vyolans oswa asèlman nan frekansasyon, sous revni, laj, gwoès, oswa estati famiyal pou jwenn aksè a, admisyon nan, oswa anplwa nan pwogram oswa aktivite lojman yo. Si w bezwen entèprèt ki pale lang siy oswa materyèl nan fòm aksès pou evènman sa a, rele 786-469-2155 omwen senk jou davans. Itilizatè TDD/TTY yo ka kontakte Florida Relay Service nan 800-955-8771.





PUBLIC HOUSING AND COMMUNITY DEVELOPMENT (PHCD)

701 NW 1st Court, 16th Floor

Miami, FL 33136

Telephone: 786-469-4100

AGENDA

Resident Advisory Board Teleconference Meeting

August 5, 2021 at 2:00 PM

Instructions to Join Teleconference

Call at **1:45 PM** by dialing toll-free **1 786 635 1003**

When requested, enter the **meeting ID: 957 1153 8663** followed by the # sign

I. Welcome!

II. Meeting topics

1. Proposed Public Housing Tenant Lease Agreement and Community Policies (documents attached)

III. Opportunity to Review and Comment on Proposed Documents

1. A **30-Day Comment Period** begins on **July 26, 2021** and ends on **August 25, 2021**.
2. Proposed documents are available for review at PHCD's management offices, and on PHCD's website at www.miamidade.gov/housing.
3. During this comment period, written comments regarding these proposed documents can be sent to:
 - PHCD via hand delivery to your management office, or
 - by email to PHAPublicComment@miamidade.gov or,
 - by regular mail to:
Public Housing and Community Development
Attn: PHA Comments
701 NW 1st Court, 16th Floor
Miami, FL 33136

IV. Presentation of Major Changes

1. Public Housing Tenant Lease Agreement
 - Formatting changes
 - Definitions
2. Community Policies
 - Grievance Hearing

V. Questions and Answers

VI. Closure



PUBLIC HOUSING AND COMMUNITY DEVELOPMENT (PHCD)

701 NW 1st Court, 16th Floor

Miami, FL 33136

Telephone: 786-469-4100

AGENDA

REUNIÓN DE TELECONFERENCIA CON LA JUNTA CONSEJERA DE RESIDENTES 5 de Agosto del 2021 a las 2:00 PM

Instrucciones para unirse a la teleconferencia

A la **1:45 PM** llame gratuitamente al número **1 786 635 1003**

Cuando se le indique, ingrese el número de **identificación de la reunion 957 1153 8663** seguido del signo #

I. Bienvenida!

II. Temas de la reunión

1. Propuesta del Contrato de Arrendamiento del Inquilino y Políticas Comunitarias De Vivienda Publica (documentos adjuntos)

III. Oportunidad Para Revisar los Documentos Propuestos

1. El periodo de comentarios de 30-días desde el 26 de julio del 2021 hasta el 25 de agosto del 2021.
2. Durante estos 30-días del periodo de comentarios, estos documentos están disponibles para revisión en las oficinas administrativas de PHCD y en la página de internet de PHCD en www.miamidade.gov/housing
 - Comentarios por escrito sobre estos documentos propuestos pueden enviarse a
 - PHCD a través de la oficina de su administrador, o
 - por correo electrónico a PHAPublicComment@miamidade.gov , o
 - por correo regular, a:
Public Housing Community Development
Attn: PHA Comments
701 NW 1st Court, 16th Floor, Miami, FL 33136

IV. Presentación de los Cambios Mas Importantes

1. Contrato de Arrendamiento del Inquilino De Vivienda Publica
 - Cambios de formato
 - Definiciones
2. Políticas Comunitarias De Vivienda Publica
 - Reclamaciones y Apelaciones del Residente

V. Preguntas y Respuestas

VII. Cierre



ORIJAN

Reyinyon Telekonferans Komite Konsèy Rezidan an

5 out 2021 a 2:00 PM

Enstriksyon yo rantre nan Telekonferans

Rele nan **1:45 PM** nan konpoze nimewo gratis **1 786 635 1003**

Lè yo mande sa, antre nan **ID reyinyon an: 957 1153 8663** ki te swiv pa siy la #

- I. Byenvenil**
- II. Sijè reyinyon yo**
 1. Pwopozisyon Akò Lwaye Lokatè Lojman Piblik ak Règleman Kominotè yo (dokiman ki tache)
- III. Opòtinite pou revize ak fè kòmantè sou dokiman yo pwopoze yo**
 1. Yon peryòd kòmantè pou 30 jou apati 26 jiyè 2021, jiska 25 out 2021
 2. Dokiman yo pwopoze yo disponib pou revizyon nan biwo jesyon PHCD, ak sou sit entènèt PHCD a nan www.miamidade.gov/housing.

Pandan peryòd kòmantè sa a, kòmantè alekri konsènan dokiman yo pwopoze yo ka voye bay PHCD pa livrezon men nan biwo jesyon ou, oswa

pa imèl bay PHAPublicComment@miamidade.gov oswa, pa lapòs regilye

Public Housing Community Development

Attn: PHA Comments

701 NW 1st Court, 16th Floor Miami,

FL 33136

- IV. Prezantasyon gwo chanjman**
 1. Akò Lwaye Lokatè Lojman Piblik
 - Chanjman Fòma
 - Definisyon
 2. Règleman Kominotè
 - Règleman Griyèf Rezidan ak Apèl

V. Kesyon ak Repons

VII. Fèmen

**Public Housing and Community Development (PHCD)
Resident Advisory Board (RAB) Meeting
Held Through ZOOM on April 30, 2020 at 2:00 PM**

Total Participants	PH Participants	PHCD Staff	Participant Name	Title	Development
1		1	Christina Barwick	PHCD Compliance Reviewer	N/A
2		2	Armando Bouza	PHCD Compliance Reviewer	N/A
3		3	Keshawn Cue	Assistant Director - Nan McKay	N/A
4		4	Elizabeth Gauthier	Assistant Director - Nan McKay	N/A
5		5	Tametric Harris	Special Projects Administrator 1	N/A
6		6	Shannon Lee-Sin	Construction Manager 1	N/A
7		7	Jose Mascorro	PHCD Division Director	N/A
8		8	Ana Meza	Construction Manager 2	N/A
9		9	Annette Molina	Communications Manager	N/A
10		10	Alexandra Ochoa	Construction Manager 2	N/A
11		11	Christopher Reyes	Compliance Manager	N/A
12		12	Benji Powers	RAD Manager	N/A
13	1		Annette Paul	Recording Secretary	Annie Coleman
14	2		Arlene Adams	President	Annie Coleman
15	3		Armando Del Poza	Vice President	Peters Plaza
16	4		Bernard Mellison	President	Martin Fine Villas
17	5		Carolyn Umobit	Treasurer	Liberty Square
18	6		Cindy Cross Winfield	Vice President	Victory Homes
19	7		Crystal Stanley	Treasurer	Annie Coleman
20	8		Dulce Maria Pujol	Vice President	Culmer Gardens/Place
21	9		Gladys Portela	Vice President	Harry Cain
22	10		Herminia Leyva	President	Haley Sofge
23	11		Hilda Hernandez	Vice President	Palm Court/Tower
24	12		Luz V. Cruz-Torres	Vice President	Haley Sofge
25	13		Maxine Mason	President	Victory Homes
26	14		Nilsa Canales	Corresponding Secretary	Palm Court/Tower
27	15		Shelton Allwood	2 nd Vice-President	Martin Fine Villas
28	16		Tiffany Scott	Corresponding Secretary	Annie Coleman
29	17		Tracey Savage	1 st Vice-President	Martin Fine Villas
30	18		Sonya Brown-Wilson	1 st Vice-President	NorthPark

PHCD Members	12
RAB Members	18
Total Attendance	30

PUBLIC NOTICE
Public Housing and Community Development
Proposed Public Housing Tenant Lease Agreement and Community Policies

COMMENT PERIOD

Miami-Dade Public Housing and Community Development (PHCD) hereby advertises a 30-day comment period beginning **December 23, 2021, through January 22, 2022**, for the public to review and comment on the proposed Public Housing Tenant Lease Agreement and Community Policies.

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- Public Housing Tenant Lease Agreement
- Community Policies

The Conference Call will be held on:	Date	Time
	01/11/2022	2:00 P.M.

Instructions:

1. You can join the call from your cell phone or home phone at **1:45 pm** by dialing toll-free: **1 786 635 1003**
2. You will be asked to enter the meeting ID: **837 1527 9181** followed by the **#** sign.
3. You will be connected to the call and your phone will be automatically **muted**.
4. You will be able to listen to the 20-30 minute presentation and then be able to ask questions.
5. You will be able to provide feedback by asking a question and hearing the answer as well as other questions asked by your neighbors.

Your participation is anticipated.

PHCD does not discriminate based on race, sex, color, religion, marital status, national origin, disability, ancestry, sexual orientation, gender identity or gender expression, status as a victim of domestic violence, dating violence or stalking, source of income, age, pregnancy or familial status in the access to, admissions to, or employment in housing programs or activities. If you need a sign language interpreter or materials in accessible format for this event, call 786-469-2155 at least five days in advance. TDD/TTY users may contact the Florida Relay Service at 800-955-8771





AVISO PÚBLICO
Departamento de Viviendas Públicas y Desarrollo Comunitario
Propuesta del Contrato de Arrendamiento del Inquilino y Políticas Comunitarias De Vivienda Publica

PERÍODO DE COMENTARIOS

El Departamento de Viviendas Públicas y Desarrollo Comunitario de Miami-Dade (PHCD, por sus siglas en inglés) por este medio anuncia el período de comentarios de 30 días desde el **23 de diciembre del 2021 hasta el 22 de enero del 2022** para que el público revise y comente en el Contrato de Arrendamientos del Inquilino y las Políticas Comunitarias de Viviendas Públicas.

Los documentos arriba mencionados estarán disponibles en las oficinas administrativas del PHCD de lunes a viernes, de 8:00 a. m. a 5:00 p. m., y en el sitio web www.miamidade.gov/housing. Por favor, envíe sus comentarios por escrito a: PHCD, 701 N.W. 1st Ct, 16th floor, Miami, Florida 33136, Atención: Comentarios sobre estos documentos o envíe sus comentarios por correo electrónico a: PHAPublicComment@miamidade.gov.

PHCD no discrimina en base a raza, sexo, color, religión, estado civil, país de origen, discapacidad, procedencia, preferencia sexual real o percibida, identidad de sexo o expresión de sexo, condición de víctima de violencia doméstica, violencia o acoso de pareja, fuente de ingreso, edad, embarazo o condición familiar, en cuanto al acceso, admisiones o empleos en los programas o actividades de vivienda. Si usted necesita un intérprete de lenguaje de señas o material en formato accesible para esta actividad, llame al 786-469-2155 al menos con cinco días de antelación. Los usuarios del sistema de retrasmisión TDD/TTY pueden comunicarse con el Servicio de Retransmisión de la Florida (Florida Relay Service) por el 800-955-8771.

NOTIFICACION DE CONFERENCIA TELEFONICA

A: JUNTA CONSEJERA DE RESIDENTES (RAB, por sus siglas en ingles)

Vivienda Pública y Desarrollo Comunitario (PHCD, por sus siglas en inglés) entiende que estos son tiempos difíciles debido al brote de COVID-19, sin embargo, aun así, es fundamental mantener informados a nuestros residentes.

PHCD organizará una llamada de conferencia telefónica solamente con los miembros de la Junta Consejera de Residentes (RAB, por sus siglas en ingles) para discutir los siguientes documentos propuestos:

- Contrato de Arrendamiento del Inquilino De Vivienda Publica
- Políticas Comunitarias De Vivienda Publica

La Conferencia Telefónica será el:	Fecha	Hora
	01/11/2022	2:00 P.M.

Instrucciones:

1. Puede unirse a la llamada desde su teléfono celular o teléfono de su casa a las **1:45 p.m.** llamando al número gratuito: **1 786 635 1003**
2. Se le pedirá que ingrese el ID de la reunión: **: 837 1527 9181** seguido del símbolo de #.
3. Será conectado a la llamada y su teléfono se **silenciará** automáticamente.
4. Podrá escuchar la presentación de 20-30 minutos y luego podrá hacer preguntas.
5. Podrá dar su opinión haciendo preguntas y escuchando la respuesta al igual que escuchará otras preguntas hechas por sus vecinos.

Contamos con su participación.

(unofficial translation/ traducción no oficial)

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AVI PIBLIK
Lojman Piblik ak Devlopman Kominotè
Pwopozisyon Akò Lwaye Lokatè Lojman Piblik ak Règleman Kominotè yo



PERYÒD KÒMANTE

Lojman Piblik Miami-Dade ak Devlopman Kominotè (PHCD) pibliye yon peryòd kòmanntè 30 jou **apati 23 desanm 2021, jiska 22 janvye 2022**, pou piblik la revize ak fè kòmanntè sou Piblik Akò Lojman lokasyon lokatè yo pwopoze a ak règleman kominotè.

Dokiman sa yo disponib lendi jiska vandredi ant èdtan yo 8:00 am ak 5:00 pm nan chak biwo administrasyon sit PHCD, biwo administratif, ak sit entènèt nan www.miamidade.gov/housing.

Tanpri voye kòmanntè alekrit w yo pandan peryòd kòmanntè a bay: PHCD, 701 N.W. 1st Ct, 16th Floor, Miami, Florida 33136, Attn: PHA Comment; oswa voye kòmanntè w yo pa imel nan: PHAPublicComment@miamidade.gov.

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NOTIFIKASYON KONFERANS TELEFÒN

POU: REZIDANS KOMISYON KONSÈY (RAB)

Lojman Piblik ak Devlopman Kominotè (PHCD) konprann sa yo se moman difisil akòz epidemi COVID-19, sepandan, li toujou kritik kenbe rezidan nou yo enfòm.

PHCD pral òganize yon apèl konferans telefòn avèk manm Konsèy Konsiltatif Rezidan li yo (RAB) pou revize dokiman ki pwopoze sa yo :

- Akò Lwaye Lokatè Lojman Piblik
- Règleman Kominotè yo

Apèl konferans lan ap fèt nan:	Dat	Tan
	01/11/2022	2:00 P.M.

Enstriksyon:

1. Ou ka rantre nan apèl la nan telefòn selilè ou oswa nan telefòn lakay ou nan **1:45 pm** pa konpoze nimewo telefòn gratis: **1 786 635 1003**
2. Yo pral mande w pou antre ID reyinyon an : **837 1527 9181** ki te swiv pa siyen an #.
3. Ou pral konekte nan apèl la ak telefòn ou yo pral otomatikman muet.
4. Ou pral kapab koute prezantasyon an 20-30 minit ak Lè sa a, ou kapab poze kesyon.
5. Ou pral kapab bay fidbak pa poze yon kesyon epi tande repons lan ansanm avèk lòt kesyon ke vwazen ou yo ap poze.

Se patisipasyon ou antisipe

(unofficial translation/ tradiksyon ki pa ofisyèl)

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PUBLIC NOTICE
Public Housing and Community Development
Proposed Public Housing Tenant Lease Agreement and Community Policies

COMMENT PERIOD

Miami-Dade Public Housing and Community Development (PHCD) hereby advertises a 30-day comment period beginning **December 23, 2021, through January 22, 2022**, for the public to review and comment on the proposed Public Housing Tenant Lease Agreement and Community Policies.

These documents are available Monday through Friday between the hours of 8:00 am and 5:00 pm at each PHCD's site management offices, administrative offices, and website at www.miamidade.gov/housing. Please send written comments to: PHCD, 701 N.W. 1st Ct, 16th Floor, Miami, Florida 33136, Attn: PHA Comment; or email comments to: PHAPublicComment@miamidade.gov.

PHCD does not discriminate based on race, sex, color, religion, marital status, national origin, disability, ancestry, sexual orientation, gender identity or gender expression, status as a victim of domestic violence, dating violence or stalking, source of income, age, pregnancy or familial status in the access to, admissions to, or employment in housing programs or activities. If you need a sign language interpreter or materials in accessible format for this event, call 786-469-2155 at least five days in advance. TDD/TTY users may contact the Florida Relay Service at 800-955-8771.

NOTIFICATION OF CONFERENCE CALL

TO: RESIDENT ADVISORY BOARD (RAB)

Public Housing and Community Development (PHCD) understands that these are challenging times due to the COVID-19 outbreak, however, it is still critical to keep our residents informed.

PHCD will be hosting a telephone conference call with its **Resident Advisory Board (RAB)** members to review the following proposed documents:

- Public Housing Tenant Lease Agreement
- Community Policies

The Conference Call will be held on:	Date	Time
	01/11/2022	2:00 P.M.

Instructions:

1. You can join the call from your cell phone or home phone at **1:45 pm** by dialing toll-free: **1 786 635 1003**
2. You will be asked to enter the meeting ID: **837 1527 9181** followed by the # sign.
3. You will be connected to the call and your phone will be automatically muted.
4. You will be able to listen to the 20-30 minute presentation and then be able to ask questions.
5. You will be able to provide feedback by asking a question and hearing the answer as well as other questions asked by your neighbors.

Your participation is anticipated.

PHCD does not discriminate based on race, sex, color, religion, marital status, national origin, disability, ancestry, sexual orientation, gender identity or gender expression, status as a victim of domestic violence, dating violence or stalking, source of income, age, pregnancy or familial status in the access to, admissions to, or employment in housing programs or activities. If you need a sign language interpreter or materials in accessible format for this event, call 786-469-2155 at least five days in advance. TDD/TTY users may contact the Florida Relay Service at 800-955-8771



PUBLIC HOUSING AND COMMUNITY DEVELOPMENT (PHCD)

701 NW 1st Court, 16th Floor

Miami, FL 33136

Telephone: 786-469-4100

AGENDA

Resident Advisory Board Teleconference Meeting

January 11, 2022, at 2:00 PM

Instructions to Join Teleconference

Call at **1:45 PM** by dialing toll-free **1 786 635 1003**

When requested, enter the **meeting ID: 837 1527 9181** followed by the **#** sign

I. Welcome!

II. Meeting topics

1. Proposed Public Housing Tenant Lease Agreement and Community Policies (documents attached)

III. Opportunity to Review and Comment on Proposed Documents

1. A **30-Day Comment Period** begins on **December 23, 2021, through January 22, 2022.**
2. Proposed documents are available for review at PHCD's management offices, and on PHCD's website at www.miamidade.gov/housing.
3. During this comment period, written comments regarding these proposed documents can be sent to PHCD by:
 - hand delivery to your management office, or
 - email to PHAPublicComment@miamidade.gov or,
 - regular mail to: Public Housing and Community Development
Attn: PHA Comments
701 NW 1st Court, 16th Floor
Miami, FL 33136

IV. Presentation of Major Changes

1. Public Housing Tenant Lease Agreement
 - Definitions
 - Landlord Obligations
 - Adequate Notice to Secure Emergency Rent Relief
2. Community Policies
 - Modified to remove ambiguous language
 - Language added pursuant to Chapter 790 of the Florida Statutes on concealed weapons, open carrying of weapons, and illegal firearms
 - Grievance Hearing: extends timeframe for tenants to request a grievance hearing from 5 days to 10 days

V. Questions and Answers

VI. Closure

AVISO PÚBLICO

Departamento de Viviendas Públicas y Desarrollo Comunitario

Propuesta del Contrato de Arrendamiento del Inquilino y Políticas Comunitarias De Vivienda Publica

PERÍODO DE COMENTARIOS

El Departamento de Viviendas Públicas y Desarrollo Comunitario de Miami-Dade (PHCD, por sus siglas en inglés) por este medio anuncia el período de comentarios de 30 días desde el **23 de diciembre del 2021 hasta el 22 de enero del 2022** para que el público revise y comente en el Contrato de Arrendamientos del Inquilino y las Políticas Comunitarias de Viviendas Públicas.

Los documentos arriba mencionados estarán disponibles en las oficinas administrativas del PHCD de lunes a viernes, de 8:00 a. m. a 5:00 p. m., y en el sitio web www.miamidade.gov/housing. Por favor, envíe sus comentarios por escrito a: PHCD, 701 N.W. 1st Ct, 16th floor, Miami, Florida 33136, Atención: Comentarios sobre estos documentos o envíe sus comentarios por correo electrónico a: PHAPublicComment@miamidade.gov.

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NOTIFICACION DE CONFERENCIA TELEFONICA

A: JUNTA CONSEJERA DE RESIDENTES (RAB, por sus siglas en ingles)

Vivienda Pública y Desarrollo Comunitario (PHCD, por sus siglas en inglés) entiende que estos son tiempos difíciles debido al brote de COVID-19, sin embargo, aun así, es fundamental mantener informados a nuestros residentes.

PHCD organizará una llamada de conferencia telefónica solamente con los miembros de la Junta Consejera de Residentes (RAB, por sus siglas en ingles) para discutir los siguientes documentos propuestos:

- Contrato de Arrendamiento del Inquilino De Vivienda Publica
- Políticas Comunitarias De Vivienda Publica

La Conferencia Telefónica será el:	Fecha	Hora
	01/11/2022	2:00 P.M.

Instrucciones:

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5. Podrá dar su opinión haciendo preguntas y escuchando la respuesta al igual que escuchará otras preguntas hechas por sus vecinos.

Contamos con su participación.
(unofficial translation/ traducción no oficial)

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PUBLIC HOUSING AND COMMUNITY DEVELOPMENT (PHCD)

701 NW 1st Court, 16th Floor

Miami, FL 33136

Telephone: 786-469-4100

AGENDA

REUNIÓN DE TELECONFERENCIA CON LA JUNTA CONSEJERA DE RESIDENTES 11 de Enero del 2022 a las 2:00 PM

Instrucciones para unirse a la teleconferencia

A la **1:45 PM** llame gratuitamente al número **1 786 635 1003**

Cuando se le indique, ingrese el número de **identificación de la reunion 837 1527 9181** seguido del signo #

I. Bienvenida!

II. Temas de la reunión

1. Propuesta del Contrato de Arrendamiento del Inquilino y Políticas Comunitarias De Vivienda Publica (documentos adjuntos)

III. Oportunidad Para Revisar los Documentos Propuestos

1. El periodo de comentarios de 30-días desde el el 23 de diciembre del 2021 hasta el 22 de enero del 2022.
2. Durante estos 30-días del periodo de comentarios, estos documentos están disponibles para revisión en las oficinas administrativas de PHCD y en la página de internet de PHCD en www.miamidade.gov/housing.
3. Comentarios por escrito sobre estos documentos propuestos pueden enviarse a PHCD:
 - a través de la oficina de su administrador, o
 - por correo electrónico a PHAPublicComment@miamidade.gov , o
 - por correo regular a: Public Housing and Community Development
Attn: PHA Comments
701 NW 1st Court, 16th Floor
Miami, FL 33136

IV. Presentación de los Cambios Mas Importantes

1. Contrato de Arrendamiento del Inquilino De Vivienda Publica
 - Definiciones
 - Obligaciones del propietario
 - Aviso adecuado para asegurar el alivio del alquiler de emergencia
2. Políticas Comunitarias De Vivienda Publica
 - Modificado para eliminar el lenguaje ambiguo
 - Lenguaje agregado de conformidad con el Capítulo 790 de los Estatutos de Florida sobre armas ocultas, porte abierto de armas y armas de fuego ilegales
 - Grievance Hearing: extends timeframe for tenants to request a grievance hearing from 5 days to 10 days

V. Preguntas y Respuestas

VII. Cierre

AVI PIBLIK
Lojman Piblik ak Devlopman Kominotè
Pwopozisyon Akò Lwaye Lokatè Lojman Piblik ak Règleman Kominotè yo



PERYÒD KÒMANTE

Lojman Piblik Miami-Dade ak Devlopman Kominotè (PHCD) pibliye yon peryòd kòmanntè 30 jou **apati 23 desanm 2021, jiska 22 janvye 2022**, pou piblik la revize ak fè kòmanntè sou Piblik Akò Lojman lokasyon lokatè yo pwopoze a ak règleman kominotè.

Dokiman sa yo disponib lendi jiska vandredi ant èdtan yo 8:00 am ak 5:00 pm nan chak biwo administrasyon sit PHCD, biwo administratif, ak sit entènèt nan www.miamidade.gov/housing.

Tanpri voye kòmanntè alekrit w yo pandan peryòd kòmanntè a bay: PHCD, 701 N.W. 1st Ct, 16th Floor, Miami, Florida 33136, Attn: PHA Comment; oswa voye kòmanntè w yo pa imel nan: PHAPublicComment@miamidade.gov.

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NOTIFIKASYON KONFERANS TELEFÒN

POU: REZIDANS KOMISYON KONSÈY (RAB)

Lojman Piblik ak Devlopman Kominotè (PHCD) konprann sa yo se moman difisil akòz epidemi COVID-19, sepandan, li toujou kritik kenbe rezidan nou yo enfòm.

PHCD pral òganize yon apèl konferans telefòn avèk manm Konsèy Konsiltatif Rezidan li yo (RAB) pou revize dokiman ki pwopoze sa yo :

- Akò Lwaye Lokatè Lojman Piblik
- Règleman Kominotè yo

Apèl konferans lan ap fèt nan:	Dat	Tan
	01/11/2022	2:00 P.M.

Enstriksyon:

1. Ou ka rantre nan apèl la nan telefòn selilè ou oswa nan telefòn lakay ou nan **1:45 pm** pa konpoze nimewo telefòn gratis: **1 786 635 1003**
2. Yo pral mande w pou antre ID reyinyon an : **837 1527 9181** ki te swiv pa siyen an #.
3. Ou pral konekte nan apèl la ak telefòn ou yo pral otomatikman muet.
4. Ou pral kapab koute prezantasyon an 20-30 minit ak Lè sa a, ou kapab poze kesyon.
5. Ou pral kapab bay fidbak pa poze yon kesyon epi tande repons lan ansanm avèk lòt kesyon ke vwazen ou yo ap poze.

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(unofficial translation/ tradiksyon ki pa ofisyèl)

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ORIJAN

Reyinyon Telekonferans Komite Konsèy Rezidan an

11 Janvyè 2022 a 2:00 PM

Enstriksyon yo rantre nan Telekonferans

Rele nan **1:45 PM** nan konpoze nimewo gratis **1 786 635 1003**

Lè yo mande sa, antre nan **ID reyinyon an: 837 1527 9181** ki te swiv pa siy la #

I. Byenveni!

II. Sijè reyinyon yo

1. Pwopozisyon Akò Lwaye Lokatè Lojman Piblik ak Règleman Kominotè yo (dokiman ki tache)

III. Opòtinite pou revize ak fè kòmantè sou dokiman yo pwopoze yo

1. Yon peryòd kòmantè pou **30 jou apati 23 desanm 2021, jiska 22 janvyè 2022**
2. Dokiman pwopoze yo disponib pou revize nan biwo jesyon PHCD a, ak sou sitwèb PHCD a nan www.miamidade.gov/housing.
3. Pandan peryòd kòmantè sa a, kòmantè alekri konsènan dokiman yo pwopoze sa yo ka voye bay PHCD pa:
 - livrezon men nan biwo jesyon ou, oswa
 - voye yon imèl bay PHAPublicComment@miamidade.gov
 - lapòs regilye bay: Public Housing and Community Development
Atten: PHA Comments
701 N.W. 1st Ct, 16th Floor
Miami, Florida 33136

IV. Prezantasyon gwo chanjman

1. Akò Lwaye Lokatè Lojman Piblik
 - Definisyon
 - Obligasyon pwopriyetè a
 - Avi Adekwat Pou Jwenn Soulajman Lwaye Ijans
2. Règleman Kominotè
 - Modifye pou retire langaj ki pa klè
 - Te ajoute yon lang dapre Chapit 790 Lwa Laflorid yo sou zam kache, pote zam ouvè, ak zam afe ilegal
 - Odyans pou plent: pwolonje delè pou lokatè yo mande yon odyans pou doleyans soti 5 jou rive 10 jou

V. Kesyon ak Repons

VII. Fèmen



PUBLIC HOUSING AND COMMUNITY DEVELOPMENT (PHCD)

701 NW 1st Court, 16th Floor

Miami, FL 33136

Telephone: 786-469-4100

AGENDA

Resident Advisory Board Teleconference Meeting

January 11, 2022, at 2:00 PM

Instructions to Join Teleconference

Call at **1:45 PM** by dialing toll-free **1 786 635 1003**

When requested, enter the **meeting ID: 837 1527 9181** followed by the # sign

I. Welcome!

II. Meeting topics

1. Proposed Public Housing Tenant Lease Agreement and Community Policies (documents attached)

III. Opportunity to Review and Comment on Proposed Documents

1. A **30-Day Comment Period** begins on **December 23, 2021, through January 22, 2022.**
2. Proposed documents are available for review at PHCD's management offices, and on PHCD's website at www.miamidade.gov/housing.
3. During this comment period, written comments regarding these proposed documents can be sent to PHCD by:
 - hand delivery to your management office, or
 - email to PHAPublicComment@miamidade.gov or,
 - regular mail to: Public Housing and Community Development
Attn: PHA Comments
701 NW 1st Court, 16th Floor
Miami, FL 33136

IV. Presentation of Major Changes

1. Public Housing Tenant Lease Agreement
 - Definitions
 - Landlord Obligations
 - Adequate Notice to Secure Emergency Rent Relief
2. Community Policies
 - Modified to remove ambiguous language
 - Language added pursuant to Chapter 790 of the Florida Statutes on concealed weapons, open carrying of weapons, and illegal firearms
 - Grievance Hearing: extends timeframe for tenants to request a grievance hearing from 5 days to 10 days

V. Questions and Answers

VI. Closure



PUBLIC HOUSING AND COMMUNITY DEVELOPMENT (PHCD)

701 NW 1st Court, 16th Floor

Miami, FL 33136

Telephone: 786-469-4100

AGENDA

REUNIÓN DE TELECONFERENCIA CON LA JUNTA CONSEJERA DE RESIDENTES 11 de Enero del 2022 a las 2:00 PM

Instrucciones para unirse a la teleconferencia

A la **1:45 PM** llame gratuitamente al número **1 786 635 1003**

Cuando se le indique, ingrese el número de **identificación de la reunion 837 1527 9181** seguido del signo #

I. Bienvenida

II. Temas de la reunión

1. Propuesta del Contrato de Arrendamiento del Inquilino y Políticas Comunitarias De Vivienda Publica (documentos adjuntos)

III. Oportunidad Para Revisar los Documentos Propuestos

1. El periodo de comentarios de 30-días desde el el 23 de diciembre del 2021 hasta el 22 de enero del 2022.
2. Durante estos 30-días del periodo de comentarios, estos documentos están disponibles para revisión en las oficinas administrativas de PHCD y en la página de internet de PHCD en www.miamidade.gov/housing.
3. Comentarios por escrito sobre estos documentos propuestos pueden enviarse a PHCD:
 - a través de la oficina de su administrador, o
 - por correo electrónico a PHAPublicComment@miamidade.gov , o
 - por correo regular a: Public Housing and Community Development
Attn: PHA Comments
701 NW 1st Court, 16th Floor
Miami, FL 33136

IV. Presentación de los Cambios Mas Importantes

1. Contrato de Arrendamiento del Inquilino De Vivienda Publica
 - Definiciones
 - Obligaciones del propietario
 - Aviso adecuado para asegurar el alivio del alquiler de emergencia
2. Políticas Comunitarias De Vivienda Publica
 - Modificado para eliminar el lenguaje ambiguo
 - Lenguaje agregado de conformidad con el Capítulo 790 de los Estatutos de Florida sobre armas ocultas, porte abierto de armas y armas de fuego ilegales
 - Grievance Hearing: extends timeframe for tenants to request a grievance hearing from 5 days to 10 days

V. Preguntas y Respuestas

VII. Cierre



ORIJAN

Reyinyon Telekonferans Komite Konsèy Rezidan an

11 Janvyè 2022 a 2:00 PM

Enstriksyon yo rantre nan Telekonferans

Rele nan **1:45 PM** nan konpoze nimewo gratis **1 786 635 1003**

Lè yo mande sa, antre nan **ID reyinyon an: 837 1527 9181** ki te swiv pa siy la #

I. Byenveni!

II. Sijè reyinyon yo

1. Pwopozisyon Akò Lwaye Lokatè Lojman Piblik ak Règleman Kominotè yo (dokiman ki tache)

III. Opòtinite pou revize ak fè kòmantè sou dokiman yo pwopoze yo

1. Yon peryòd kòmantè pou **30 jou apati 23 desanm 2021, jiska 22 janvyè 2022**
2. Dokiman pwopoze yo disponib pou revize nan biwo jesyon PHCD a, ak sou sitwèb PHCD a nan www.miamidade.gov/housing.
3. Pandan peryòd kòmantè sa a, kòmantè alekri konsènan dokiman yo pwopoze sa yo ka voye bay PHCD pa:
 - livrezon men nan biwo jesyon ou, oswa
 - voye yon imèl bay PHAPublicComment@miamidade.gov
 - lapòs regilye bay: Public Housing and Community Development
Atten: PHA Comments
701 N.W. 1st Ct, 16th Floor
Miami, Florida 33136

IV. Prezantasyon gwo chanjman

1. Akò Lwaye Lokatè Lojman Piblik
 - Definisyon
 - Obligasyon pwopriyetè a
 - Avi Adekwat Pou Jwenn Soulajman Lwaye Ijans
2. Règleman Kominotè
 - Modifye pou retire langaj ki pa klè
 - Te ajoute yon lang dapre Chapit 790 Lwa Laflorid yo sou zam kache, pote zam ouvè, ak zam afe ilegal
 - Odyans pou plent: pwolonje delè pou lokatè yo mande yon odyans pou doleyans soti 5 jou rive 10 jou

V. Kesyon ak Repons

VII. Fèmen

**Public Housing and Community Development (PHCD)
Resident Advisory Board (RAB) Meeting
Held Through ZOOM on January 11, 2022 at 2:00 PM**

Total Participants	PH Participants	PHCD Staff	Participant Name	Title	Development
1		1	Armando Bouza	PHCD Compliance Reviewer	N/A
2		2	Benji Powers	RAD Manager	N/A
3		3	Christina Barwick	PHCD Compliance Reviewer	N/A
4		4	Christopher Reyes	Compliance Manager	N/A
5		5	Jose Mascorro	PHCD Division Director	N/A
6		6	Krystal Sheppard	PHCD RAD Assistant	N/A
7		7	Odilanda Brito	PHCD Compliance Reviewer	N/A
8		8	Tyler Moroles	PHCD Assistant Division Director	N/A
9		9	Jorge Rendon	PHCD Compliance Reviewer	N/A
10		10	Marta Silva	PHCD Asset Management Analyst	N/A
11		11	Lizette Capote	PHCD Compliance Officer	N/A
12	1		Annette Paul	Recording Secretary	Annie Coleman
13	2		Armando Del Poza	Vice President	Peters Plaza
14	3		Bernard Mellison	President	Martin Fine Villas
15	4		Carolyn Umobit	Treasurer	Liberty Square
16	5		Cindy Cross Winfield	Vice President	Victory Homes
17	6		Crystal Stanley	Treasurer	Annie Coleman
18	7		Dulce Maria Pujol	Vice President	Culmer Gardens/Place
19	8		Herminia Leyva	President	Haley Sofge
20	9		Hilda Hernandez	Vice President	Palm Court/Tower
21	10		Luz V. Cruz-Torres	Vice President	Haley Sofge
22	11		Maxine Mason	President	Victory Homes
23	12		Nilsa Canales	Corresponding Secretary	Palm Court/Tower
24	13		Shelton Allwood	2 nd Vice-President	Martin Fine Villas
25	14		Tiffany Scott	Corresponding Secretary	Annie Coleman
26	15		Sonya Brown-Wilson	1 st Vice-President	NorthPark

PHCD Members	11
RAB Members	15
Total Attendance	26

Comments from Legal Services of Greater Miami, Inc.

Miami Dade Public Housing and Community Development (PHCD) Public Housing Lease and Community Rules.

Community Policies:

Section III- Page 4: Pet Ownership Policy

The number of “four legged, warm blooded pets” should not be limited to only one pet in all instances. There may be some circumstances where having two cats or two dogs may be appropriate.

HUD policies contemplate some flexibility in relation to the number of pets allowed as their policy states that “PHAs may place limitations on the number of pets in a unit based on unit size.” (See Section 3.3.2 of the Public Housing Occupancy Guidebook on Pet Ownership in Public Housing)¹

Section XIV(A)- Page 15: CONDUCT

The policies state that tenants are responsible for any violations committed by their guests on the property. The policies should make clear that a tenant is not responsible for a violation if a violation is committed by a person who was not a guest or under the control of the tenant at the time they engaged in a violation.

Section XIV(I)- Page 16: CONDUCT

This section is confusing because it seems to indicate that a tenant can automatically be terminated from public housing if the police are called to the unit. This can deter tenants from calling the police when there is a legitimate need for law enforcement. We recommend deleting this provision. However, if PHCD keeps this provision, this section should be changed to:

IF THE POLICE ARE CALLED TO THE PROPERTY BECAUSE OF ANY TYPE OF DISTURBANCE OR VIOLATION, THE TENANT(S) INVOLVED IN OR RESPONSIBLE FOR THE DISTURBANCE OR VIOLATION MAY RECEIVE A 30-DAY WRITTEN NOTICE OF LEASE TERMINATION. THE COUNTY WILL PROVIDE A 30-DAY NOTICE TO CURE IF THE VIOLATION DOES NOT THREATEN THE HEALTH OR SAFETY OF OTHER RESIDENTS.

¹ The referenced Guidebook can be found here:

<https://www.hud.gov/sites/dfiles/PIH/documents/PHOGPetOwnership.pdf>

Section XXII Page 20: CLEANING AND DAMAGE CHARGES

This section should clarify that cleaning and damage charges assessed under these policies are not rent. The policies should also clarify that late fees, fines, and maintenance charges are also not rent.

Section XXIV(D)(5) Page 22: TENANT GRIEVANCE AND APPEAL

There are times when an MDPHCD rule or policy may conflict with the laws or regulations governing public housing. In such instances, tenants should have the right to bring that to the attention of MDPHCD through the grievance process. Tenants should not be prohibited from arguing that a policy is invalid if it conflicts with federal law or regulations. Accordingly, this section should be changed to:

Negotiating Policy Changes.

This policy is not intended as a forum for initiating or negotiating policy changes between a group or groups of Tenants and the County. Only interpretations of policy may be grieved, not the policy itself. **However, a tenant can argue in an individual grievance that the County's action or inaction violates federal law or the regulations governing public housing.**

Additionally, Article XVI of the proposed lease (Page 16) should also be changed accordingly.

Section XXIV(h) Page 25: PROCEDURES FOR OBTAINING A GRIEVANCE

When tenants receive a legal notice, such as a notice terminating the tenancy or a notice to cure, they are often confused as to how they should proceed after receiving the notice, which is frequently several pages in length. Tenants will frequently seek legal advice before taking any action at all. Because of this, tenants often miss the deadline to submit a request for a grievance in writing. It should be noted that grievance hearings are particularly important in Florida since HUD has determined that Florida's eviction process lacks the required elements of due process. (See May 2016 determination letter from HUD's general counsel)

For this reason, the time to request a grievance hearing should be increased to 10 business days rather than 5 business days.

MDPHCD should consider including information about Legal Services in its notices.

Lease Agreement:

ARTICLE VII(3)- Page 9: Interim Re-examinations and Rent Adjustments.

In many instances there may be legitimate reasons why a decrease in income was not reported immediately. For example, a tenant may have lost their job because of an illness or injury which caused them to be hospitalized for a long period of time. Accordingly, the reporting and documentation of an income change may be delayed for legitimate reasons.

Additionally, there are times when tenants make unintentional mistakes when reporting income. As such, the lease should not automatically define all errors as fraud. Accordingly, Article VII(3) should be amended to state:

If it is found that the Tenant failed to timely report any changes in income or family composition as described above or provided inaccurate or incomplete information, it may be considered fraud, and any of the following may occur:

(a) Any increase in rent which would have occurred had changes been reported in a timely manner will be made retroactive to the effective date of the change in circumstances and the Tenant agrees to reimburse the Landlord for the difference between the rent they should have paid and the rent they were charged.

(b) Any decrease in rent that would have occurred had changes been reported in a timely manner will be made effective the first day of the month following the date the change is reported to the Landlord and may not apply retroactively if the tenant unreasonably delayed reporting the change.

(c) The Tenant may be subject to eviction and/or prosecution regardless of the effect on rent, if any.

ARTICLE XII- Page 9: Defects in the Unit.

Under the current draft of the lease, if the tenant must vacate the unit due to conditions issues they will be offered alternative housing for the period of time it takes to make the repairs. However, if there is no alternative housing available, the lease states the rent will be abated for the tenant while they are out of the unit.

This will not be an adequate remedy for public housing tenants whose income and rent are very low. Tenants will be unable to locate and pay for alternative housing on their own if they are forced to vacate their unit due to poor conditions and MDPHCD cannot provide them with another unit. Accordingly, the lease should state that if alternative housing is not available, then public housing tenants will be placed in hotels for the period of time that it takes for MDPHCD to repair the unit.

Article XV- Page 15: Termination of Lease

Public Housing leases renew automatically, and landlords cannot refuse to renew a public housing lease without good cause.

Accordingly, section (1)(r) of this section should be changed to:

If the Tenant repeatedly interferes with, or is counter to Lease or Community policies, or if the Lease has expired and has not been renewed based on good cause.

Respectfully submitted,

Sean Rowley
Advocacy Director Tenants' Rights Division
Legal Services of Greater Miami, Inc.
4343 West Flagler Suite 100
Miami, FL 33134
305.438.2415
srowley@legalservicesmiami.org

Jeffrey Hearne
Director of Litigation
Legal Services of Greater Miami, Inc.
4343 West Flagler Suite 100
Miami, FL 33134
305.438.2403
jhearne@legalservicesmiami.org

Guerby Noel
Senior Attorney for Equity Advocacy
Legal Services of Greater Miami, Inc.
4343 West Flagler Suite 100
Miami, FL 33134
305.438.2463
gnoel@legalservicesmiami.org

From: [Genevieve Burch](#)
To: [PHA Public Comment \(PHCD\)](#)
Subject: Comments for proposed Lease and Community policies
Date: Tuesday, August 24, 2021 10:19:16 PM

EMAIL RECEIVED FROM EXTERNAL
SOURCE

I would like to say that there are many things that i disagree with within the old and the new lease policies and procedures:

1. we are now being labeled as TENANTS and No Longer RESIDENTS. Some of us that reside within the public housing communities are residents being that we treat, fix and partake on the County property as if it is our own due to the neglect from public housing providing the residents with safe living conditions. also some residents have made these homes their primary and only resident, since the county has not empowered residents to become homeowners.
2. violating pet laws(spade and neuter against will) when we will already be responsible for any and all damages done by the pet,
3. having access or entering a resident without giving prior notification,
4. allowing a person to drink as much as possible while in their home, but if seen intoxicated they will be in violation.
5. violation for upkeeping the grass when it gets high
6. unable to have someone watch our children (if needed) within the comfort of our residence without prior authorization,
7. violation and towing of vehicles that are of handicap parking without handicap stickers (since there are units occupied by residents who are not handicap: placed there by MDPH)
8. removal of a fluid leaked vehicle (being that the vehicle will be fixed asap; i do feel there should be a reasonable timeframe for car to be fixed before removal),
9. we cant wash our vehicle on the property (being we do pay our own water bill),
- 10.parking of commercial vans or trucks on the property (because MDPH says they do encourage residents to become business owners),
- 11.lock alteration violation since MDPH have employees that choose to walk into a residents dwelling without them being home and items are missing(fact)
- 12."all fees due 2 weeks of receipt of notice of the charge" being that we all are on income based rent and may not be able to pay in full when its due,
- 13.our children cant even ride their bikes within their own community
14. dusting of the heater(since its been here for i dont know how long and no one cares to remove the wires hanging from it (which i called in years ago by the way),
15. i do agree that trash should placed inside the dumpster but if the dumpster is full and we have items that need to be put in the dumpster(What do we do?) because that sounds like management has not called a trash pickup,
- 16.charging of residents to remove items and personal property(big/heavy) items from residents dwelling unit
17. violation of littering(majority of the time no one from the residence is littering, its the garbage blowing from garbage truck or people riding/walking through the development throwing their trash in the yards,
- 18.#I of the **CONDUCT** section, since you have residents that may disagree with one another and do vindictive things(I do believe there should be a thorough investigation by management looking into all parties involved and those that resides within household
- 19.A from the **SAFETY** section because it seems as if we the residents who you now want to label as tenants take alot of the responsibility and liability for everything we own and the county owns but the county takes little or no responsibility at all or assist,
- 20.B from the **UTILITY** section, i disagree being some people need all their monies(will agree if card has no fee to withdraw monies),
- 21.C from **UTILITY** section says lease will be terminated if any of the utilities are turned off,(what if management allows it to be turned off due to MDPH negligence and leave tenant to pay all other fees) which i dont agree with the fact that if MDPH makes/made a commitment agreement with any utility

service, that the resident should be responsible for the late fees and reconnection fees (if the county is at fault)

22.B from APPLIANCES section, states landlord should take 3-7 days to fix critical repairs(why not replace?) and why up to a week when most units have one restroom and what if its a water issue?

23.F from MISCELLANEOUS where management should be responsible for 3rd party deliveries(if agreed upon between resident and management)

I really feel like someone should really sit and look at the old and new lease policies and procedures and see that we the resident take on alot of responsibility but management only responsibility would be to give out violations, terminations, non safety.

My comments on it and more. Thanks for asking

From: [Cynder Haines](#)
To: [PHA Public Comment \(PHCD\)](#)
Subject: Proposed Public Housing Tenant Lease Agreement and Community Policies
Date: Tuesday, December 28, 2021 8:17:49 PM

EMAIL RECEIVED FROM EXTERNAL
SOURCE

Hello,

I have the following comments:

Lease:

Article 9 Section 7 and Article 15 Section 1(m) place obligations on the tenant to ensure any school-age children do not accrue 15 unexcused absences within a 90-day period, otherwise giving the landlord a right to terminate the lease. There are sufficient consequences to deter and correct truancy through other agencies such as school board action, driver license suspension, and criminal penalties. Threatening a family's housing stability creates an environment in which a truant student is less likely, not more likely, to attend school. These sections should be deleted.

Community Policies:

Section 4 Subsection I prohibits the operation of motorcycles within public housing developments. Subsection O prohibits the presence of motorcycles within public housing developments. Motorcycles can be the only affordable transportation option people have, and this prohibition is too restrictive. The references to motorcycles should be deleted.

Section 9 Subsection B only allows the employment of baby-sitters if all adults in the household are employed. Baby-sitters are occasionally needed even when an adult in the household is unemployed. For example, an unemployed adult may be in the household but be unable to care for a child due to a disability, or an emergency might require an unemployed adult to temporarily leave the home and need to call a baby-sitter. This rule is too restrictive, and the subsection should be edited by deleting the first sentence: "A baby-sitter for children of the immediate family is allowed provided all adults in the household are employed."

Best,
Cynder Haines



MEMORANDUM

(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: July 7, 2022

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(K)(1)

Please note any items checked.

- _____ "3-Day Rule" for committees applicable if raised
- _____ 6 weeks required between first reading and public hearing
- _____ 4 weeks notification to municipal officials required prior to public hearing
- _____ Decreases revenues or increases expenditures without balancing budget
- _____ Budget required
- _____ Statement of fiscal impact required
- _____ Statement of social equity required
- _____ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- _____ No committee review
- _____ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- _____ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(K)(1)
7-7-22

RESOLUTION NO. _____

RESOLUTION APPROVING MIAMI-DADE PUBLIC HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT'S PUBLIC HOUSING TENANT LEASE (LEASE) AND PUBLIC HOUSING COMMUNITY POLICIES; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE OR THE COUNTY-APPROVED MANAGEMENT AGENTS TO EXECUTE THE LEASE ON BEHALF OF THE COUNTY, AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO MAKE ANY NECESSARY REVISIONS TO THE LEASE AND COMMUNITY POLICIES AS MAY BE REQUIRED BY REGULATION, STATUTE, OR COURT ORDER, WITHOUT FURTHER APPROVAL OF THE BOARD

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The matters contained in the foregoing recital and accompanying memorandum are incorporated in this resolution by reference.

Section 2. This Board approves the Miami-Dade Public Housing and Community Development Department's revised public housing tenant lease agreement ("lease") and community policies ("community policies"), in substantially the form attached hereto as Exhibits 1 and 2 respectively and incorporated by reference.

Section 3. This Board further authorizes the County Mayor or County Mayor's designee or the County-approved management agents to execute the lease on behalf of the County, and to exercise all provisions contained therein.

Section 4. This Board further authorizes the County Mayor or County Mayor's designee to make any necessary revisions to the lease and community policies as may be required by regulation, statute, or court order, without further approval of the Board.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Jose "Pepe" Diaz, Chairman	
Oliver G. Gilbert, III, Vice-Chairman	
Sen. René García	Keon Hardemon
Sally A. Heyman	Danielle Cohen Higgins
Eileen Higgins	Joe A. Martinez
Kionne L. McGhee	Jean Monestime
Raquel A. Regalado	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared this resolution duly passed and adopted this 7th day of July, 2022. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Terrence A. Smith

**MIAMI-DADE COUNTY
PUBLIC HOUSING AND COMMUNITY DEVELOPMENT
PUBLIC HOUSING TENANT LEASE AGREEMENT**

Effective:

Entity ID #:

**ARTICLE I
Terms and Conditions**

In accordance with applicable State and Federal Statutes, rules and regulations, the United States Housing and Urban Development (HUD) regulations and requirements and with Miami-Dade County's, by and through Miami-Dade Public Housing and Community Development, Admissions and Continued Occupancy Policy and the terms and conditions contained herein, this LEASE AGREEMENT (hereinafter the "Lease") executed between Miami-Dade County, a political subdivision of the State of Florida (called the "Landlord") and _____ herein after, (called "Tenant") for the dwelling located at _____ (address), _____ (unit), _____ (city), Florida _____ (zip code) consisting of _____ bedroom (s), for an initial term not to exceed twelve consecutive months, effective _____ day of _____, in the year _____ ending at midnight _____ day of _____, in the year _____.

1. Renewal of the Lease

Unless otherwise modified or terminated in accordance with Article XV, *Termination of Lease Agreement* as defined herein, this Lease shall automatically renew for successive terms of one (1) year.

2. Rental charges

- (a) Monthly rental charge for the dwelling unit is \$ _____. The monthly rent is subject to change and is computed in compliance with applicable law and federal regulations and policies as stipulated by HUD. When the amount of monthly rent changes, the Landlord shall give the Tenant written notice of the new amount and the date from which the new amount is applicable. Said notice shall become a part of this Lease.
- (b) The Tenant agrees to pay a prorated portion of the monthly rental for the first month's rent due on the day that this Lease becomes effective. (The proration is computed as follows: Monthly rental charge in Article 1. 2 (a) above \$ _____ divided by number of days in the month _____ times number of days in the month unit will be occupied _____, = prorated rent \$ _____.
- (c) The monthly rental charge stated in Article I.2 (a) above shall remain in effect until adjusted by the Landlord in accordance with Articles VI and VII of this Lease.

3. Community Policies

Landlord developments have adopted Community Policies that govern various aspects of residency at each site. These regulations may be modified from time to time and shall be posted in each site's management office. The Community Policies are considered part of this Lease and

are binding upon the Tenant as if incorporated herein. Any serious or repeated violation of the Community Policies shall be considered a violation of this Lease and may be grounds for eviction. Any violation of Miami Dade County orders during a state of emergency may also be deemed a violation of the lease.

4. **Definitions**

- (a) **Common Household Pet** means a domesticated animal, such as a dog, cat, bird, rodent (including a rabbit), fish, or turtle, that is traditionally kept in the home for pleasure rather than for commercial purposes. Common household pets do not include reptiles (except turtles). If this definition conflicts with any applicable State or local law or regulation defining the pets that may be owned or kept in dwelling accommodations, the State or local law or regulations shall apply. This definition does not include animals that are used to assist persons with disabilities.
- (b) **Criminal activity** means any illegal activity whether on or off the premises. For the purposes of this Lease, drug-related criminal activity shall include illegal possession, manufacture, sale, distribution, use and/or possession with intent to manufacture, sell, distribute, or use a controlled substance; violent criminal activity shall include any illegal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonable likely to cause, nontrivial bodily injury or property damage; and Non-Violent criminal activity shall include any non-violent criminal activity that threatens the health, safety or right of peaceful enjoyment by other Tenants or employees of the Landlord.
- (c) **Decent, Safe and Sanitary Condition** means a dwelling which meets the uniform physical condition standards established by HUD and complies with applicable building codes, housing codes, and HUD regulations.
- (d) **Dependent** means a member of the family other than the head, spouse, or co-head, who is under 18 years of age or is a person with disabilities or a full-time student. For the purposes of this Handbook, a foster child, a foster adult, or a live-in aide may never be a dependent regardless of age or disability.
- (e) **Dependent Child** means a member of the family (except foster children and foster adults) other than the family head or spouse, who is under 18 years of age, or a person with a disability, or is a full-time student.
- (f) **Development** means landlord's multifamily or single-family properties developed and subsidized by federal funds.
- (g) **Elderly Person** means a household composed of one or more persons, at least one of whom is 62 years of age or more at the time of initial occupancy.
- (h) **Eviction** means the dispossession of the tenant from the leased unit as a result of the termination of tenancy, including a termination prior to the end of a lease term.
- (i) **Family composition** means the person(s) whose status determines the computation of monthly rent.
- (j) **Guest** means any person who is on the premises or the site with the Tenant or household member's consent, or a person under the Tenant's control who comes onto any site.
- (k) **Household member** means all person(s) authorized to reside in the unit including foster children/adults and live-in aides. This Lease does not confer any rights to the unit by foster children/adults and live-in aides.

- (l) **Live-in Aide** means a person who resides with an elderly, disabled or handicapped person and who:
 - (i) Is determined to be essential to the care and well-being of the person;
 - (ii) Is not obligated for the support of the person; and
 - (iii) Would not be living in the unit except to provide the necessary supportive services to the person.
- (m) **Site** means landlord's property that is comprised of one or more developments that may be contiguous or scattered.
- (n) **Tenant** means the adult person who has been identified as head of household, has executed the Lease with Landlord, and all authorized persons residing in the unit.
- (o) **Unauthorized Occupants/Boarders** means a person who is staying in the dwelling unit, but is not listed on this Lease, Article III.1. (a) and (b) or approved by the Landlord to dwell in the unit for more than 14 days.
- (p) **Warning** means any written notification to the Tenant or adult household member by any Landlord's employee or law enforcement officer, acting in their official capacity, regarding criminal activity, including the abuse of drugs and/or alcohol, by household members or guests.

ARTICLE II

Rent Payments

1. (a) **Due Date:** Rent is due and payable on the first (1st) day of each month and shall be considered delinquent after the 10th day of the month. If the 10th day of the month falls on a Saturday, Sunday or legal holiday, rent shall be considered timely paid on the business day following that Saturday, Sunday, or legal holiday, but delinquent thereafter. If payment is not received on time, a late charge will be automatically assessed to the Tenant's account as stated in Article V (4)-Late Charges.
- (b) **Rent Payment:** Rent shall be paid through any of the following options: 1) check, money order, or cashier's check mailed by the Tenant directly to the Landlord's lockbox together with payment stub from Tenant's monthly rent statement, 2) authorized direct debit from Tenant's checking or savings account, 3) paid online with major credit card. Cash will not be accepted. Payments of any kind will not be accepted at the site offices.
- (c) **Return Check Charge:** Any time a check, direct debit, or other form of payment is not honored, the Landlord may collect a fee as specified in the Community Policies. Failure to pay such fees is grounds for eviction. If a personal check is returned unpaid twice within a twelve-month period, only money orders or cashier's checks will be accepted during the subsequent 12-month period.

ARTICLE III

Authorized Members of the Household

1. Authorized occupants are the individuals who make up the family composition and other household members listed below. Each family member 18 years of age or older shall sign the Lease to acknowledge their acceptance of all terms.

(a) Family composition (*list head of household (HOH), spouse or co-head, other family members*):

NAME	DATE OF BIRTH	SOCIAL SECURITY	RELATIONSHIP
			HOH

(b) Household members who are not part of the family composition (*for example, live-in aide, foster child/adult*):

NAME	DATE OF BIRTH	SOCIAL SECURITY	RELATIONSHIP

(c) Additions: Any addition to the individuals permitted to reside in the premises, other than natural births, requires advance written approval from the Landlord. Such approval may be granted at the discretion of the Landlord and only if the unit size is appropriate, and the new adult family member passes the Landlord's screening criteria including, but not limited to, a criminal history check. Tenant agrees to wait for the Landlord's written approval before allowing additional person/s to move into the premises. This provision applies equally to all persons, including spouses, children under foster care or temporary custody, foster adults, and live-in aides.

(d) Removals: Removals for any reason of any of the household members named above on the Lease shall be reported in writing by the Tenant to the Landlord within ten (10) days of occurrence.

2. In addition to the head of household and/or spouse, each member of the household 18 years or older shall sign the Lease to acknowledge their acceptance of all terms. Members of the household upon attaining age 18 years after initial lease execution shall sign a new lease with all other adult members of the household at the next annual re-examination.

3. This Lease will not be revised to permit a change of family composition resulting from a request to allow adult relatives to move into a unit except under extraordinary circumstances as determined by the Landlord.
4. Failure of the Tenant to comply with the above provisions, or to provide complete and accurate information regarding household members, is a ground for eviction.
5. As listed in Article III, Authorized Members of the Household cannot participate in any other subsidized housing program provided by Federal, State, or local housing assistance program. Multiple residencies and/or multiple rent subsidies are grounds for eviction.
6. Only the persons listed in Article III of this Lease are authorized to use the unit's address on their driver's license, identification card, or as their mailing address as required by (24 CFR § 966.4 (f) (2) and (3)).

ARTICLE IV **Security Deposit**

1. Amount: Tenant agrees to pay a security deposit, as security for performance of the rental agreement, in an amount equal to the greater of \$100.00 or one month's gross rent. An additional pet deposit of \$100.00 is required if Tenant has a pet. A pet deposit shall not be required in the event the Tenant requires an assistive animal, as defined in the Assistance Animal Policy section of the Community Policies.
2. Disposition: At lease termination, the Landlord may choose to impose a claim on the security deposit for:
 - (a) Unpaid rent;
 - (b) The cost of repairing damage to the unit beyond normal wear and tear;
 - (c) Applicable court costs and attorney fees related to any termination or other proceeding provided Landlord prevails in the Court action; and
 - (d) Other charges due from the Tenant to Landlord.

Upon vacating of the premises for termination of the Lease, if the Landlord does not intend to impose a claim on the security deposit, the Landlord shall have fifteen (15) days to return the security deposit.

3. Notification: Tenant agrees to give thirty (30) days written notice of intent to vacate delivered personally or by certified mail to the Landlord. If the Landlord intends to impose a claim on the deposit, a written notice of intent to impose a claim on the Tenant's security deposit, including the reason for imposing the claim, will be sent by certified mail to the Tenant's last known mailing address within thirty (30) days after the Tenant has moved out. Failure by the Tenant to give the required 30 days' notice of intent to vacate will relieve the Landlord of the 30 days' notice requirement but shall not waive any right the Tenant may have to the security deposit or any part of it.

ARTICLE V **Other Charges and Conditions**

In addition to the payment of monthly rent, the Tenant is responsible for the payment of other charges as specified in the Lease and Community Policies posted in each site management office. Other charges include: (1) any Landlord excess utility surcharges, (2) maintenance costs, (3) violation fines, (4) delinquent rent late charge, and (5) other amounts owed to Landlord. The Landlord shall provide written notice of the amount of any charge in addition to monthly rent. Additional charges are due and collectible two (2) weeks after written notice of the charges. Each written notice of charges in addition to rent must

include a statement that the Tenant may use the grievance procedure to dispute charges the Tenant disagrees with Failure to timely request a grievance waives any objection on the part of the Tenant to any charge.

1. **Utilities:** The Tenant agrees to comply with all applicable rules and regulations issued by any Federal, State, or local governmental authority regarding the regulation and conservation of utilities or fuels and not to waste or otherwise misuse the utilities provided by the Landlord.
 - (a) **Landlord-Supplied Utilities, Services and Equipment:** If indicated by an "X" in column (1) below, the indicated utility, service and equipment is supplied by Landlord and is included in the Tenant's rent. At developments where utilities are provided by Landlord, a charge may be assessed for excess utility consumption due to the operation of air conditioning units or major Tenant-supplied appliances. The schedule of any such excess utility surcharges shall be posted by the Landlord in site management offices.
 - (b) **Tenant-Paid Utilities, Services and Equipment:** If indicated by an "X" in column (2) below, an allowance for utilities appropriate for the size and type of dwelling unit shall be established for utilities paid by the Tenant directly to the utility suppliers. By initialing next to the marked items below, the Tenant agrees to supply or pay the marked services and equipment. Air conditioning systems installed with individual check meters are not included in the utility allowance pursuant to federal regulations. If the utilities allowance results in a net rent credit to the Tenant, the Landlord may pay the utility reimbursement jointly to the Tenant and the utility supplier, or directly to the utility supplier, if the Tenant and the utility supplier consent. The Landlord may change the utilities allowance at any time during the term of the Lease. Unless otherwise allowed by federal regulations, the Landlord shall give the Tenant 60-day written notice of the annual revised Utility Allowance. If the Tenant fails to request a grievance hearing pursuant to the grievance procedures, the Tenant waives any objection they may have to the utility allowance or utility surcharge.
 - (c) The Tenant must pay for the utilities/services in column (2). Payments should be made directly to the appropriate utility company where applicable.
 - (d) The utility accounts must be under the name of the Head of Household, Spouse, or co-head.

Utility Services

<p>Utility services supplied by the Landlord, as marked below:</p> <p><input type="checkbox"/> Electricity</p> <p><input type="checkbox"/> Air Conditioning</p> <p><input type="checkbox"/> Gas</p> <p><input type="checkbox"/> Water and sewer</p> <p><input type="checkbox"/> Other (specify)</p> <p>_____</p>	<p>Utility services paid by the Tenant, as marked below:</p> <p><input type="checkbox"/> Electricity</p> <p><input type="checkbox"/> Air Conditioning</p> <p><input type="checkbox"/> Gas</p> <p><input type="checkbox"/> Water and sewer</p> <p><input type="checkbox"/> Other (specify)</p> <p>_____</p>
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Appliances

<p>Appliances supplied by the Landlord, as marked below:</p> <p><input type="checkbox"/> Electricity</p> <p><input type="checkbox"/> Air Conditioning</p> <p><input type="checkbox"/> Gas</p> <p><input type="checkbox"/> Water and sewer</p> <p><input type="checkbox"/> Other (specify)</p> <p>_____</p>	<p>Appliances supplied by the Tenant, as marked below:</p> <p><input type="checkbox"/> Electricity</p> <p><input type="checkbox"/> Air Conditioning</p> <p><input type="checkbox"/> Gas</p> <p><input type="checkbox"/> Water and sewer</p> <p><input type="checkbox"/> Other (specify)</p> <p>_____</p>
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2. **Maintenance Costs:** Tenant shall be responsible for the cost of services or repairs that are the result of damage to the premises, common areas or grounds that are caused by the Tenant, household members or guests. When the Landlord determines that maintenance service provided is not caused by normal wear and tear, the Tenant shall be charged for the cost of such service, either in accordance with the Schedule of Maintenance Charges posted by the Landlord or, for work not listed on the Schedule of Maintenance Charges, based on the actual cost to the Landlord for the labor and materials needed to complete the work.
3. **Fines:** The Tenant agrees to pay fines, different from maintenance charges, that are incurred a result of violations to the rules and regulations as set forth in the Community Policies duly adopted and posted in each site management office.
4. **Late Charges:** A \$20.00 late charge shall be applied to the Tenant's account if rent is delinquent. Late charges assessed hereunder shall not be due and collectible until two (2) weeks after the Landlord gives written notice of the charge. In the event the Tenant fails to pay this late charge following receipt of the written notice, the Tenant shall receive a 30-day written notice of termination. Failure to pay the late charge is grounds for eviction. To prevent late charges, refer to Article II (1)(a).
5. **Other Amounts:** As a further condition of this Lease, Tenant agrees to pay all other amounts owed to Landlord such as back rent, back charges, or administrative fines pursuant to a repayment agreement or Court order, and all other amounts owed to Miami-Dade County or its agencies and departments.

Failure to pay these and other charges timely after two weeks of notice by Landlord is grounds for eviction.

ARTICLE VI **Re-examinations and Determination of Eligibility**

1. In accordance with federal regulations, the status of each household will be re-examined at least once every twelve (12) months to re-determine rent, dwelling size, and eligibility to continue occupancy. This re-examination shall be conducted in accordance with the approved statement of policies and procedures, laws and regulations, schedule of rents, income, and occupancy limits.
2. The Tenant agrees to promptly supply the Landlord, when requested, with accurate information about: Social Security Number, citizenship or eligible immigration status, family composition (including age and gender), income, assets, employment, handicap or disability of family members, proof of school registration and school attendance of minor children and related information necessary to determine eligibility, annual income, adjusted income and rent. Providing incomplete and inaccurate information will be considered fraud and shall constitute grounds for eviction.
3. All information supplied to the Landlord must be verified. The Tenant is responsible for complying with the Landlord's request for verification. This may include signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification. Landlord may conduct a criminal background screening on the Tenant or any household member during annual reexamination or whenever the Landlord deems it necessary. Landlord is final determiner as to whether the information has been adequately verified. The Tenant shall be notified in writing of the effective date of any rent adjustment resulting from the reexamination.
4. If due to instability of family income or family composition, annual family income cannot be determined, a temporary determination of income and rent will be made and a special reexamination will be scheduled every 30 days, not to exceed a total of 90 days, or until stable income is established, whichever comes first. The Tenant shall be notified in writing of the date of each special reexamination.
5. Reexaminations during the contemplation of, or pending, lease termination or eviction proceedings shall not constitute a waiver of the right to pursue such proceedings.

ARTICLE VII

Interim Re-examinations and Rent Adjustments

1. The Landlord must be informed of the following changes between annual re-examinations:
 - (a) If the total family income increases, the Tenant must report such change in writing to the management office within ten (10) days of occurrence.
 - (b) Decreases of income in any amount lasting longer than one month may be processed at the Tenant's request. Changes that result in an increase or decrease in rent must be verified in accordance with Article VI above.
 - (c) Any changes to family composition, including natural birth or adoption, must be reported in writing to the Landlord as soon as they are known, but in no event later than ten (10) days after occurrence. Changes that result in an increase or decrease in rent must be timely verified in accordance with Article VI above.
 - (d) Rent will not be adjusted when income decreases result from verified failure to participate in an economic self-sufficiency program, or failure to comply with work or community service requirements, or fraud, by any member of the family composition under any Federal, State or County law applicable to welfare or public assistance benefits.
 - (e) Rent may be adjusted between scheduled re-examinations when rent formulas or procedures change, or if utility allowances applicable to the unit are adjusted, as allowed by federal law and regulations.

2. If the rent adjustment the monthly rental payment decreases as a result of the rent adjustment, the adjusted rent will become effective the first day of the month following the date the information is reported to the Landlord. If the rent should increase based on the family income, the adjustment will become effective the first day of the second month following the month in which the change is reported, and proper verification completed.
3. If it is found that the Tenant failed to timely report any changes in income or family composition as described above or provided inaccurate or incomplete information, it will be considered fraud, any of the following may occur:
 - (a) Any increase in rent which would have occurred had changes been reported in a timely manner will be made retroactive to the effective date of the change in circumstances and the Tenant agrees to reimburse the Landlord for the difference between the rent they should have paid and the rent they were charged.
 - (b) Any decrease in rent that would have occurred had changes been reported in a timely manner will be made effective the first day of the month following the date the change is reported to the Landlord **and** will not apply retroactively.
 - (c) The Tenant may be subject to eviction and/or prosecution regardless of the effect on rent, if any.

ARTICLE VIII

Transfers

1. The Tenant will be notified in writing once the Landlord approves a transfer. Upon signing the new Lease, the Tenant is required to move within fifteen (15) calendar days. If the Tenant refuses to move, the Landlord may terminate this Lease. The Tenant shall be offered the opportunity for a hearing under the Landlord grievance procedure.
2. Should the Tenant accept a unit with disability accessibility features, and the Tenant or any member of the household does not need such features, the Tenant agrees to move to a unit without such when another Tenant who is disabled needs the unit with the accessibility features, within thirty (30) days of notice thereof.
3. The Landlord will consider but need not honor a Tenant's request for a transfer.
4. The Landlord may reassess the Tenant's eligibility for housing including, but not limited to, a criminal history check when reviewing the Tenant's request for transfer.
5. Tenants approved for transfer must have a current rent account with no outstanding balance and must leave the present unit in a satisfactory condition. The Tenant shall be responsible for all moving expenses, except where required by federal regulations. The Tenant agrees to sign a new Lease for the new unit before the move-in occurs.

ARTICLE IX

Tenant's Obligations

As a requirement for continued occupancy of a dwelling unit the Tenant, in addition to other obligations described elsewhere in this Lease, must:

1. Abide by all regulations and conditions established by Landlord in the Lease and Community Policies and with the requirements of all applicable building codes, housing codes, federal regulations, state, or local law that impose obligations relating to the occupancy of a dwelling unit and surrounding premises. Violations of such requirements shall constitute a violation of the Lease. A sample lease, community policies, and any addenda documents shall be posted in a conspicuous manner in the site management office and shall be available upon request.

2. Comply with the terms of the Lease, including but not limited to rent payment and housekeeping requirements.
3. Use the property exclusively as a private residence for themselves and household members listed in Article III., 1 (a) and (b) of this Lease, and not to use or permit its use for any other purpose (See 24 CFR § 966.4 (f) (2) and (3)). The Landlord may by prior written approval consent to a member of the family composition engaging in a legal home-based business in the dwelling unit where the business is incidental to the primary use of the unit as a residence. The activities of any such authorized business are subject to the requirements of this Lease, the Community Policies and all applicable Federal, State, and local laws that impose obligations relating to the operation of a home-based business. Failure to operate the home-based business in compliance with this Lease and Community Policies will result in eviction.
4. Not assign the Lease; nor sublease the dwelling unit; nor give accommodation to unauthorized occupants/boarders.
5. Not give accommodation to any guest, more than a total of fourteen (14) days per year, whether or not consecutive, unless the Tenant obtains the advance written consent of the Landlord. Not to allow any other person, including guest or visitors, or other person otherwise under the control of the Tenant, to reside or to stay as a guest in the dwelling unit during the Tenant's absence unless the Tenant obtains the advance written consent of the Landlord.
6. Advise the Landlord if Tenant will be absent from the unit for more than seven (7) consecutive days. Tenants shall notify the Landlord in writing, secure the unit, and provide a means to contact the Tenant in an emergency. Failure to comply is grounds for termination of the Lease.
7. Ensure that school-aged children are enrolled in school, attend regularly and not be absent without excuse for more than fifteen (15) days in any 90-day period within a given school year barring death, serious illness or injury, or the child who attains the age of sixteen (16) years files a formal declaration of intent to terminate school enrollment with the school board. If PHCD determines there is a violation of this provision, the Tenant may provide PHCD with evidence of compelling circumstances that demonstrate good cause related to the school-aged child(ren) failure to attend school.
8. Keep the dwelling unit, the surrounding premises and any such other areas as may be assigned to the Tenant for the Tenant's exclusive use in a clean, safe, and sanitary condition.
9. Perform seasonal lawn maintenance or other maintenance tasks, where performance of such tasks by tenants of dwelling units of a similar design and construction is customary. Tenants who are unable to perform such tasks because of age, disability or infirmity shall be exempt from such requirement.
10. Refrain from and cause members of their household, guests, or other persons under their control to refrain from destroying, defacing, damaging, or removing Landlord's property from the dwelling unit, common areas or other Landlord property.
11. Notify the Landlord promptly of any known need for repairs to the dwelling unit and of any known unsafe condition in the common areas and grounds of the development that may lead to damage or injury.
12. Pay reasonable charges, other than for normal wear and tear, for the repair of damages to the dwelling unit, or to Landlord buildings, facilities or common areas caused by the Tenant, any member of their household, a guest, or another person under the Tenant's control.
13. Meet community service, work, or family self-sufficiency public assistance program requirements as applicable.

14. To act, and cause household members, guests, or other persons under the Tenant's control, to act in a manner which will not disturb other Tenants' peaceful enjoyment of their premises. If a warning is given to the Tenant or any adult household member concerning any guest, neither the Tenant nor any household member shall permit such person to have access to the leased unit where the Tenant and household members reside. The Tenant and household members agree that such person who subsequently visits the site where the Tenant's unit is located shall be considered a trespasser. The Tenant and household members shall cooperate in all respects with Landlord personnel and law enforcement officers in treating such person as a trespasser.
15. Assure that the Tenant, any member of their household, or guest does not engage in:
 - (a) Any activity criminal or non-criminal, that threatens the health, safety, or right to peaceful enjoyment of the premises by other Tenants or employees of Landlord; or
 - (b) Any drug-related criminal activity. For the purposes of this Lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act.) [966.4 (f)(12)](OB); or
 - (c) Any activity that interferes with the job responsibilities of, or in any way threatening, Landlord employees, authorized vendors, service personnel or representatives of the Landlord.
16. Assure that no other person under the Tenant's control engages in:
 - (a) Any activity, criminal, or non-criminal, that threatens the health, safety, or right to peaceful enjoyment of the premises by other Tenants or employees of the Landlord; or
 - (b) Any drug-related criminal activity on the premises; or
 - (c) Any activity that interferes with the job responsibilities of, or in any way threatening, Landlord employees, authorized vendors, service personnel or representatives of the Landlord.
17. Assure that the Tenant, any member of the household, guests, or any other person under the Tenant's control abides by the Landlord's Smoke Free Policy

ARTICLE X

Landlord Obligations

The Landlord will:

1. Maintain the dwelling unit and the development in decent, safe, and sanitary condition and in good repair and free from hazards.
2. Comply with requirements of applicable building codes, housing codes and HUD regulations materially affecting health and safety.
3. Make necessary repairs to the dwelling unit. If the repair is a safety or health hazard, the Landlord upon notice and inspection, will make the necessary repairs to the dwelling to ensure it does not compromise the safety and well-being of the Tenant. Landlord shall be responsible for the repair of the unit within a reasonable period of time after receiving notice from Tenant, provided however, if the damage was caused by Tenant, household members, or guests, the reasonable cost of the repairs shall be charged to Tenant. [966.4 (h)(2)]

4. Keep development buildings, facilities, and common areas, not otherwise assigned to the Tenant for maintenance and upkeep, in a clean and safe condition.
5. Maintain in good and safe working order and condition electrical, plumbing sanitary, heating, ventilating, and other facilities, and appliances, including elevators, supplied, or required to be supplied by Landlord.
6. Provide and maintain appropriate receptacles and facilities for the deposit of garbage, rubbish and other waste removed from the dwelling unit by the Tenant. However, Landlord is not obligated to provide individual trash cans.
7. Supply running water, reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage) except where the building that includes the dwelling unit is not required by law to be equipped for that purpose, or where heat or hot water is generated by an installation within the exclusive control of the Tenant and supplied by a direct utility connection.
8.
 - (i) Notify the Tenant of the specific grounds for any proposed adverse action by Landlord. Such adverse action includes, but is not limited to, a proposed lease termination, transfer of the Tenant to another unit, or imposition of charges for maintenance and repair, or excess consumption of utilities.
 - (ii) When required to afford the Tenant opportunities for a hearing under the grievance procedure, inform the Tenant of the right to request such hearing. In the case of a lease termination, the notice of lease termination shall constitute adequate notice of proposed adverse action. In the case of a proposed adverse action other than a proposed lease termination, Landlord shall not take the proposed action until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.
9. By signing this rental agreement, the Tenant agrees that upon surrender or abandonment of the dwelling unit, as defined by Chapter 83, Florida Statutes, the Landlord shall not be liable or responsible for storage or disposition of the Tenant's personal property. Note: According to Section 83.59(3) (c), Florida Statutes," it shall be presumed that the tenant has abandoned the dwelling unit if they are absent from the premises for a period of a time equal to one-half the time for periodic rental payment. However, this presumption shall not apply if the rent is current or the tenant has notified the Landlord, in writing, of an intended absence."
10. A person with disabilities shall for all purposes under this Lease be provided reasonable accommodation to the extent necessary to provide such person with an opportunity to use and occupy the unit in a manner equal to that of a person who is not disabled. This paragraph shall constitute notice that the Tenant may at any time during the Lease term or any renewal hereof request a reasonable accommodation for a of a household member with a disability. Tenant shall be required to provide verification that the accommodation requested is necessary due to the disability. Any requests for reasonable accommodations must be made in accordance with the Landlord's adopted Community Policies and the County's Admission and Continued Occupancy Policies.

ARTICLE XI **Inspections**

Prior to occupancy, the Landlord and the Tenant shall inspect the dwelling unit and immediate surrounding premises. The Landlord shall furnish the Tenant with a written statement of the condition of the dwelling unit, immediate surrounding premises and the equipment provided within the unit. This statement shall be signed by the Landlord and the Tenant and a copy retained in the Tenant's file.

1. When the Tenant vacates the dwelling unit, the Landlord shall inspect the unit and furnish the Tenant with a written statement of any claims to the Security Deposit pursuant to Article IV.3 of this Lease. The Tenant and/or his representative will be provided the opportunity to join in such inspection unless the Tenant vacates without notice to the Landlord.
2. The Tenant agrees that upon at least forty-eight (48) hours advance written notice, stating reason for entry access, a duly authorized agent or representative of the Landlord shall be permitted to enter the dwelling unit during reasonable hours to perform routine inspections, preventive maintenance, improvements, or repairs. However, the Tenant's request for maintenance shall constitute permission to enter the unit when the Landlord's maintenance staff comes to perform such maintenance work, even if the Tenant and all adult members of the household are absent from the premises.
3. The Landlord shall have the right to enter the Tenant's dwelling without prior notice to the Tenant if there is reasonable cause for the Landlord to believe that an emergency condition exists. If the Tenant and all adult members of their household are absent from the premises at the time of entry, the Landlord shall leave a written statement notifying the Tenant of the date, time, and purpose of entry.

ARTICLE XII

Unit Defects Hazardous to Life, Health and Safety

In the event the dwelling unit is damaged to the extent that conditions are created which are hazardous to the life, health and safety of the Tenant, the rights and obligations of the Tenant and the Landlord are as follows:

1. The Tenant shall immediately notify the Landlord of the damage and the Landlord shall make repairs within a reasonable time of the Tenant's reporting the condition to the Landlord.
2. If the necessary repairs cannot be made within a reasonable time, the Landlord shall offer the Tenant a replacement dwelling unit, if available. If the damage was caused by the Tenant, any member of their household, or guests, the reasonable cost of the repairs shall be charged to the Tenant.
3. If alternative accommodations are unavailable and necessary repairs cannot be made within a reasonable time, the Landlord shall abate rent in proportion to the seriousness of the damage and loss in value as a dwelling while the Tenant is residing in the unrepaired dwelling unit. The Tenant agrees to continue to pay full rent, less the abated portion agreed upon by the Landlord, during the time in which the defect remains uncorrected. No abatement of rent shall occur if the Tenant rejects alternative accommodations or if the damage was caused by the Tenant, any member of their household, a guest, or a person under the Tenant's control.
4. If the Landlord determines that the dwelling unit is untenable because of imminent danger to the life, health and safety of the Tenant, and alternative accommodations are refused by the Tenant, this Lease shall be terminated.

ARTICLE XIII

Legal Notices

1. All notices, except as provided in Article XI.4, required to be delivered to the Tenant pursuant to this Lease shall be delivered in writing any one of the following ways:
 - (a) To the Tenant or an adult member of the Tenant's household; or

- (b) If the Tenant and all adult members of the household are absent from the premises, by leaving a copy at the residence and by prepaid first-class mail properly addressed.
- 2. All notices required to be delivered to the Landlord by the Tenant shall be in writing either sent by prepaid first class mail addressed to the site management office listed on the last page of this Lease, or delivered by the head of household, or other household member, in person to the Asset Management Project (AMP) administrator (or designee) at the address listed on the last page of this Lease.
- 3. If the Tenant is visually impaired, notices must be in accessible format.

ARTICLE XIV
Posted Notices

All community policies, rules, regulations, and schedules for special charges for services, repairs or utilities that are required to be posted, shall be publicly posted in a conspicuous manner in the site office and shall be furnished to applicants and Tenants upon request. Such schedules, rules and regulations may be modified by the Landlord by giving thirty (30) days written notice of the proposed modifications allowing the Tenant an opportunity to present written comments which shall be taken into consideration by the Landlord prior to the proposed modification becoming effective. The notice shall be posted in at least three (3) conspicuous places within the affected Landlord property.

ARTICLE XV
Termination of the Lease

This Lease may be terminated by the Tenant at the end of the first year, by the Tenant giving thirty (30) days written notice in the manner prescribed by Article XIII.2. This Lease may be terminated by the Landlord in accordance with the provisions of this Lease and Chapter 83, Part 2, Florida Statutes as it may be amended.

1. Conditions of Termination

The Landlord shall have the right to terminate or refuse to renew the Lease for any of the following reasons:

- a. Failure by the Tenant or any member of their household to fulfill their obligations outlined under the Articles of this Lease, the Community Policies and any addenda or amendments to the Lease or Community policies.
- b. A serious or repeated violation by the Tenant or any member of their household of one (1) or more terms of the Lease.
- c. Denial or disconnection of utility services that are paid by the Tenant. The Landlord will not terminate assistance if the Tenant restores the utility service legally and timely in compliance with the 30-day notice to cure, or by the time the informal hearing takes place.
- d. Tampering with utilities to illegally obtain service or changing the account to an adult person that is not listed as a family member in this Lease.
- e. Any activity, criminal, or non-criminal, engaged in by the Tenant, any member of their household, a guest, or a person under the control of the Tenant, which threatens the health, safety, or right to peaceful enjoyment of the premises by other Tenants or employees of Landlord.
- f. Any criminal activity (violent, non-violent, or drug-related) that threatens the health, safety, or right to peaceful enjoyment of the premises by other Tenants or employees of the Landlord, as stated in Article IX Tenant's Obligations. Any such criminal activity that resulted in a

conviction shall be cause for termination of tenancy, and for eviction from the dwelling unit. For the purposes of this Lease:

- i. Drug-related criminal activity, whether “on or off the premises” for the Tenant, any member of their household, or a guest, and “on the premises” for other persons under the Tenant’s control. Drug-related criminal activity shall include illegal possession, manufacture, sale, distribution, use and/or possession with intent to manufacture, sell, distribute, or use, a controlled substance; and
 - ii. Violent criminal activity shall include any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, nontrivial bodily injury or property damage.
 - iii. Non-violent criminal activity shall include any activity that threatens the health, safety or right to peaceful enjoyment by the Tenants or employees of the Landlord.
 - iv. The Landlord may also terminate assistance based on the conduct underlying the arrest, only if the conduct indicates the individual is not suitable for tenancy and the Landlord has sufficient evidence that the individual engaged in the conduct other than the fact of the arrest.
- g. Failure by the Tenant to report to any reexamination interview or provide verification of any information required by the Landlord.
 - h. Tenant and Household Members shall not commit fraud, bribery, or any other corrupt or criminal act in connection with any government agency or program. If it is determined that Tenant or any household member has provided fraudulent information or committed fraud in connection with the application process, or to otherwise remain in the dwelling unit.
 - i. Failure to keep the dwelling unit, the surrounding premises and any such other areas as may be assigned to the Tenant for the Tenant’s exclusive use in a clean, safe, and sanitary condition.
 - j. Failure to comply with Federal, State, or local public assistance program requirements related to work activities, community service requirements or fraud.
 - k. If the Tenant or any member of their household, a guest, or a person under the Tenant’s control, engages in the illegal use, or threatened use of or display of firearms, fire, bombs or other weapons on Landlord’s property.
 - l. If the conduct of the Tenant, any member of their household, a guest, or a person under the Tenant’s control, is such that there is a likelihood that their presence on the premises may lead to personal injury or property damage.
 - m. If the Tenant does not ensure that school-age children are enrolled in school, attend regularly and not be absent without excuse for more than fifteen (15) days in any 90-day period within a given school year barring death, serious illness or injury, or the child who attains the age of sixteen (16) years files a formal declaration of intent to terminate school enrollment with the school board. If PHCD determines there is a violation of this provision, the Tenant may provide PHCD with evidence of compelling circumstances that demonstrate good cause related to the school-aged child(ren) failure to attend school.
 - n. Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas. Tenant must pay for any necessary repairs of damages caused; non-payment will be grounds for termination.

- o. Any fire on the premises caused by carelessness, failure to supervise children or unattended cooking.
 - p. If the Tenant, any member of their household, a guest or a person under the Tenant's control threatens, obstructs, or interferes with an employee of the Landlord or any government official conducting official business on or around the premises.
 - q. The Tenant refuses to accept the Landlord's proposed change(s) to this Lease.
 - r. If the Tenant repeatedly interferes with, or is counter to Lease or Community policies, or if the Lease has expired and has not been renewed.
 - s. A Tenant member of the United States Armed Forces who is required to move pursuant to permanent change of station 35 miles or more from the location of the rental premises, or who is prematurely or involuntarily discharged or released from active duty with the United States Armed Forces, may terminate their rental agreement by providing the Landlord with a written notice of termination to be effective at least 30 days after the Landlord's receipt of the notice. The notice to the Landlord must be accompanied by a copy of the official military order or written verification signed by the member's commanding officer.
 - t. Being over the income limit established for the Public Housing Program in accordance with the parameters described in the Admissions and Continued Occupancy Policy (ACOP).
2. If the Landlord proposes to terminate this Lease, the termination of the Lease shall be by Federal and State law as follows:
- a. Landlord shall give fourteen (14) days written notice of termination if said termination is caused by Tenant's failure to pay rent. except when the Secretary of HUD requires Landlord to give adequate notice to secure emergency rent relief in accordance with Article XVI of the Lease. Such notice shall not be sent until the rent is delinquent in accordance with Article II.1 (a) of this Lease.
 - b. Landlord shall give seven (7) days written notice of termination for serious violations of the Lease.
 - c. Landlord shall give thirty (30) days written notice of termination in any other case.

ARTICLE XVI

Adequate Notice to Secure Emergency Rent Relief

Upon the Declaration of a national emergency and availability of Federal funding to provide emergency rent relief, the Secretary of HUD, may direct the Landlord to provide Tenants facing eviction for non-payment of rent with adequate notification and information about the opportunity to secure emergency rent relief funding. The Landlord will comply with this directive and applicable laws as follows:

- a. The Landlord shall give thirty (30) days written notice for non-payment of rent. Such notice shall not be sent until the rent is delinquent in accordance with Article II.1 (a) of this Lease.
- b. The Landlord shall include in the written notice information about the availability of emergency rent relief.

ARTICLE XVII

Grievance/Appeal Procedure

Disputes concerning the obligations of the Tenant or the Landlord shall be resolved in accordance with the grievance procedure in effect at the time such grievance arises. In the case of a lease termination, the notice of lease termination shall constitute adequate notice of proposed adverse action. In the case

of a proposed adverse action other than a proposed lease termination, Landlord shall not take the proposed action until the time for the Tenant to request a grievance hearing has expired and, if a hearing was timely requested by the Tenant, after the grievance process has been completed. The application of Landlord's policy may be grieved but not the policy itself.

ARTICLE XVIII

Change in Rental Agreement

During the term of the Lease, the Landlord may change the terms and conditions of this Lease. The Landlord shall notify the Tenant of any change at least thirty (30) days before the proposed effective date of the change. The Tenant may accept the changed terms and conditions by signing a new Lease, addenda, or amendments to the existing Lease. Failure to sign indicates that the Tenant has rejected the changed terms and conditions and they intend to terminate the tenancy effective at the end of the last monthly period prior to the effective date of the proposed change.

ARTICLE XIX

Tenant Training Programs

The Tenant agrees to attend the Landlord's Tenant orientation program upon entry into public housing and the Landlord's post occupancy training program after entry into public housing. The Landlord will provide the Tenant with training schedule information. The Landlord agrees to make special provisions to accommodate disabled, frail elderly, and medically ill Tenants.

ARTICLE XX

Miscellaneous Provisions

- 1 This Lease, including attachments and addenda to the Lease, shall constitute the entire agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- 2 This Lease confers rights and remedies only upon the Tenant and Landlord identified in Articles I of this Lease, those individuals identified in Article III, and the United States Department of Housing and Urban Development. No person, other than the Landlord, Tenant, and the United States Department of Housing and Urban Development, shall be deemed to be a third party beneficiary of this Lease or any other documents associated with this Lease, and any provision of this Lease, may be waived or amended in whole or in part by Landlord, Tenant or at any time if, in their sole discretion, they deem it desirable to do so, in accordance with the provisions of this Lease.
3. Nothing herein shall alter, affect, modify, change, or extend any other agreement between the Tenant and the Landlord unless specifically stated herein.
4. The invalidity of all or any part of this Lease shall not render invalid the remainder of this Lease or the remainder of such section, if the remainder would then conform to the requirements of applicable law.
5. This Lease shall be governed under the laws of the State of Florida as to all matters, including but not limited to matters of validity, construction, effect, and performance. Venue for any litigation between parties regarding this Agreement shall lie only in State and Federal court in Miami-Dade County, Florida.
6. Review of this Lease - The parties warrant that (i) they have executed this Agreement with full knowledge of their rights; (ii) they have received or have been given the opportunity to receive

independent legal advice from their attorneys with respect to the matters herein set forth and the rights and asserted rights arising out of said matters; and (iii) they have not relied on any statements or representations (other than representations set forth in this Agreement) by any other party or its representatives.

7. Tenants participating in the Low-Income Housing Tax Credit (LIHTC) program must also sign the Lease Addendum # 1.
8. In accordance with HUD's final rule implementing the 2013 reauthorization of the Violence Against Women Act (VAWA) and Notice PIH-2017-08 (HA), Tenants must also sign the Lease Addendum #2, which is hereby incorporated by reference.
9. In accordance with HUD's final rule entitled "Instituting Smoke-Free Public Housing" and Notice PIH-2017-03 (HA), Tenants must also sign the Lease Addendum #3, which is hereby incorporated by reference.
10. **Severability**. If it is determined that there is any conflict within this lease agreement, the authority shall prevail in the following order: Federal, State and local. If any provision of this lease agreement is determined to be invalid, illegal, or unenforceable, it shall not affect the enforceability of any other provision of this Agreement. Rather, the invalid, illegal, or unenforceable provision shall be modified to the extent necessary so that it is valid, legal, and enforceable.
11. **Waiver**. No delay or failure by Landlord in exercising any right under this Lease agreement, and no partial or single exercise of any such right shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
12. **Radon**. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a time period. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from Miami-Dade County public health unit.
13. **Lead-Based Paint**. Check and complete if the Dwelling Unit was built before January 1, 1978. Lead Warning Statement (when used in this article, the term Lessor refers to Landlord and the term Lessee refers to Tenant). Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial) _____ Presence of lead-based paint or lead-based paint hazards (check (i) or (ii) below):

- (i) _____ Known lead-based paint and/or lead-based paint hazards are present
in the housing (explain).

- (ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint

hazards in the housing _____

Records and reports available to the Lessor (check (i) or (ii) below):

- (i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list _____ documents _____ below).

- (ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing. Lessee's Acknowledgment (initial)

_____ Lessee has received copies of all information listed above.

_____ Lessee has received the pamphlet Protect Your Family From Lead in Your Home

TENANT AGREES THAT ALL PROVISIONS OF THIS LEASE AGREEMENT HAVE BEEN READ AND ARE UNDERSTOOD AND FURTHER AGREES TO BE BOUND BY ITS PROVISIONS AND CONDITIONS AS WRITTEN.

IN WITNESS THEREOF, the parties have executed this Lease Agreement this _____ day of _____, in the year _____ at Miami-Dade County, Florida.

TENANT

**MIAMI-DADE COUNTY,
a political subdivision of the State of Florida**

Tenant (head of household)

Landlord/Authorized Representative

Spouse (if applicable)

Site Name

Family/Household Member (18 or older)

Site address

Family/Household Member (18 or older)

Family/Household Member (18 or older)

**MIAMI-DADE COUNTY
PUBLIC HOUSING AND COMMUNITY
DEVELOPMENT

COMMUNITY POLICIES**

**BCC Adopted: TBD
Effective Date: TBD**

MIAMI-DADE COUNTY PUBLIC HOUSING AND COMMUNITY DEVELOPMENT COMMUNITY POLICIES

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MIAMI-DADE COUNTY

PUBLIC HOUSING AND COMMUNITY DEVELOPMENT

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 Tenant 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 Tenant, but rather to protect the rights of all the Tenants and the community as a whole. Tenants who do not comply with the rules and regulations of this Community Policies document which are incorporated by reference in the Tenant Lease Agreement, will be notified in writing of the noncompliance or violation(s). Noncompliance with, or violation(s) of the rules and regulations by a Tenant 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 Tenants.

All city, county, state and federal laws apply to each Tenant 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. TENANT ORIENTATION

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

- A. All new Tenants
 - B. Transfer Tenants
 - C. Current Tenants who exhibit housekeeping difficulties as determined by unit inspections.
- 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 Tenants 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 TENANT OR PROSPECTIVE TENANT 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 ownership and assistance Policy requirements as outlined herein, and by participating in the mandatory pet registration. The pet owner must register their pet according to all requirements of this 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 Tenants, 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 Tenant shall receive a refund of the unused portion of the pet deposit when the Tenant no longer owns a pet, or when they vacate the unit. The County may offer Tenants a payment plan for the pet deposit of \$50.00 up front and \$50 payable the following month.
- E. In accordance with the County's tenant grievance procedure, pet ownership may be revoked at any time s, if the animal becomes destructive, a nuisance or safety hazard to other Tenants, or if the Tenant/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 Tenant 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 Tenants 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 Tenant'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. Tenants are responsible for cleaning up after their pets. All animals must be fed on the Tenant's property or in the apartment.
 10. Tenants 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. Tenants are to provide for proper pet maintenance and disposal of waste.
 11. The Tenant shall not permit any disturbance by their pet which would interfere with the peaceful enjoyment of other Tenants, 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 Tenant 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. Tenants are to identify an alternative custodian for their pet in the event of illness or other absence from the unit.
 14. Tenants 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 Tenants who own pets will abide by the above stipulated guidelines and will sign a copy of the provision governing ownership and care of pets. Tenants 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 Tenant 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 TENANT, OR PROSPECTIVE TENANT, MUST OBTAIN WRITTEN PERMISSION** from the Asset Management Project (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 governing policies and procedures.
- 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 Tenant's or prospective Tenant's assistance animal to reside in the Tenant's unit if:
1. A qualified health professional certifies in writing that the Tenant 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 Tenant or prospective Tenant 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 Tenant or prospective Tenant 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 Tenants, or if the Tenant/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 Tenant 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 Tenant'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. Tenants are responsible for cleaning up after their assistance animals. All assistance animals must be fed on the Tenant'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 Tenants, 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 Tenant 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. Tenants 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 Tenant's bona fide right to an assistance animal where such animal is necessary to a Tenant as a reasonable accommodation.
- H. All Tenants 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. Tenants 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 Tenant or proper local authorities.

IV. VEHICLES

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

- A. All Tenant'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 Tenant/non-Tenant 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 Tenant(s) on the Lease will be responsible for any cleaning and/or damages to the parking lot surface. The Tenant(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 (recreational), mini-bikes, and any other type of recreational vehicle are strictly prohibited from operation within the physical boundaries of the development. All 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 Tenant'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 Tenants 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 Tenants.
- O. Large trucks, motor homes, boats and trailers, utility trailers, commercial vans and/or trucks, motorcycles (recreational), 4-wheelers, excavation equipment, or any commercial equipment is strictly prohibited from the development property.
- P. Towing service is provided to this development community by:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

V. SPEED LIMITS

- A. For the protection of all Tenants and their children, the speed limit within the development is **10 M.P.H.** All Tenants 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 Tenants at the time of move-in. **Any alteration, addition, and/or replacement of a lock(s) are strictly prohibited.** Locks installed by the Tenant will be removed by management and the Tenant 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 Tenant(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 Tenant 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 Tenant 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, mailbox, 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. Tenants 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 Tenant 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 Tenant(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. Tenant(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 Tenants/parents/legal guardian(s) are responsible for the conduct of their children and the children of their guest/visitors. Tenants/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 Tenants/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 Tenants 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. Childcare, 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 Tenants 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. The Tenant(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 Tenants 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 items or 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 Tenant 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 Tenant.
- 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. Tenants 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 Tenant 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 Tenant or other Tenants 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. Tenant shall not damage, remove, tamper with or otherwise interfere with the normal operation of smoke detectors, sprinklers or other 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. Tenants 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). Tenants 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 Tenant 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 Tenant. Payment from the Tenant 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. Tenants 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. Tenants 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 Tenant(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 Tenant(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 Tenant 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 Tenant may be charged the cost of repairs to the system if found in violation of this rule.

XIV. CONDUCT

- A. Tenants 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 Tenants living in the development community. No act of a Tenant 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 Tenants and their guest(s) are welcomed provided such gatherings do not become noisy, offensive, threatening or generally objectionable to other Tenants 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 Tenants' 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 Tenant'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 Tenants and/or management should be reported to the proper authorities.
- F. The Tenants 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 Tenants 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 tenant(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 Department Policy.

XV. SAFETY

- A. The County makes no representation or guarantee that its premises are safe from the threat of theft, injury or damage to Tenants or Tenant'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 Tenant'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 Tenant'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 Tenant will maintain all utility accounts for which they are responsible for payment for the entire time of possession of their unit. Failure of the Tenant(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 Tenant 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 Tenant.
- F. It is the responsibility of the Tenant(s) to notify management of all water leaks (faucets, running toilets, etc.).

XVII. APPLIANCES

- A. Each Tenant is responsible for the care and use of each appliance and fixture in their unit provided by the development community. A Tenant 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). Tenants 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 Tenant'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 Tenants 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 Tenant.
- 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. FIREARMS, WEAPONS, DANGEROUS OBJECTS AND/OR MATERIALS

- A. Concealed Weapons and Open Carrying of Weapons: Pursuant to section 790.053, Florida Statutes, it is unlawful for any person to openly carry on or about his or her person any firearm or electric weapon or device. The tenant must properly maintain a valid license to carry a concealed weapon or firearm, in accordance with Chapter 790, Florida Statutes. A failure to comply with Chapter 790 and any other laws and court orders of the State of Florida related to concealed weapons is a violation of the lease.
- B. Illegal Firearms: Tenants, members of Tenant's household and guests are prohibited from displaying, using or possessing any illegal firearm (operable or inoperable) or other illegal weapons as defined by Chapter 790 and any other 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

Tenants 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 Tenant shall be required to carry in the Tenant's name flotation insurance as is standard in the industry in an amount deemed reasonable to protect the Tenant 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 Tenant(s) on the Lease agree and consent to third party deliveries to the management office. The Tenant(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. Tenants 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 **Tenants 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. Tenants are permitted to have a guest(s) visit their residence. However, if the Tenant 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 Tenant will be notified in writing that the visits are in violation of the Lease Agreement.
- B. Tenant's guest(s) are subject to the terms of the Lease Agreement and Community Policies. The Tenant is accountable for the guest(s) action(s) while the guest(s) is on the development community property.

XXIV. TENANT GRIEVANCE AND APPEAL POLICY

- A. This Tenant 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 Tenants of public housing are afforded ample opportunity for a fair and impartial hearing on matters involving the Dwelling Lease executed between the Tenant and the County. This policy encompasses all other the County instituted regulations which affect the Tenant'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 Tenants 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 Tenants not involving the County.
- 3. Tenants filing a grievance on behalf of another Tenant who is not part of their own dwelling lease.
- 4. Tenants 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 Tenants 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 Tenant 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 Tenant 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 Tenant of the grounds for terminating tenancy and for eviction;

- b) Opportunity for the Tenant 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 Tenant 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 Tenant 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 Tenant 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 Tenant 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 Tenant 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 Tenant are as follows:

- Ten (10) 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 grievance 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. Tenant

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 Tenant 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 Tenant 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 Tenant representatives:

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

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

(c) If OTAC or the development's Tenant Council fail to nominate their respective representative, or in the event that the OTAC representative or the Tenant 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 Tenant 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

Tenants 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 Tenant 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 Tenant to examine before the grievance hearing and, at the Tenant'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 Tenant 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 Tenant may not be relied on by the County at the hearing.
- c) The Tenant 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 Tenant 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 Tenant Council Representative or the Tenant representative who lives at the development fails to appear, the Tenant 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, Tenant 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 Tenant, 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 Tenant'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 Tenant, if deemed necessary.
- d) The decision of the Hearing Officer or Panel shall be final. In extenuating circumstances, upon the tenant's written request for review, the Director may modify the decision of the Hearing Officer or Panel. The tenant may request a review by the Director within ten (10) working days from the date of the Hearing Officer or Panel's decision. 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 Tenant 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 Tenant 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. TENANT'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 Tenant may make no other alteration or repairs to the unit unless the Tenant 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 Tenant 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: Tenants 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. Tenants may request sufficient paint, at no charge to the Tenant, **once every (2) two** years to paint the interior of their unit. The Tenant 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 Tenant vacating the premises or Tenant 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: Tenant-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 Tenants 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

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

XXIX. SMALL-SCALE, IN-HOME BUSINESSES

- A. The County encourages public housing Tenants 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 Tenant, 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 Tenant 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 Tenants.
- 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 Tenant 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 Tenant 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 Tenant changes the nature of the business which was approved.

The County reserves the right to determine if the Tenant is compliant with the established MOU and terminate said agreement if the Tenant is not compliant. Upon

termination of the MOU the Tenant must immediately cease and desist to any business activity inside the dwelling unit.

- C. In deciding whether to approve a Tenant'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 Tenant 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. Tenants 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 Tenant-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. SMOKE-FREE POLICY

The County has adopted a Smoke-free Policy, which is included as Lease Addendum #3 to the Public Housing Dwelling Lease. Also, the Smoke-free Policy has been added as Appendix V to the Admissions and Continued Occupancy Policy. For each violation of the Smoke-Free Policy the Tenant will receive a fine as shown in Exhibit 1, attached hereto and incorporated herein by reference.

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.

_____	_____
<i>Tenant (Head of Household)</i>	<i>Date</i>

_____	_____
<i>Spouse (if applicable)</i>	<i>Date</i>

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

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

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

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 Tenant-provided bulbs (elderly/handicapped Tenants 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**

ITEM	CHARGE
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
Smoking-First Violation	\$10.00
Smoking-Second Violation	\$20.00
Smoking-Third Violation	\$30.00
Smoking-Fourth Violation	\$40.00
Smoking-Fifth Violation and each occurrence thereafter	\$50.00
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 Tenant	\$50.00
Washing vehicle w/water from development community by guest	\$75.00