

The Portage Metropolitan Housing Authority



How to use this training....



❖ Viewing the Orientation Slides

- Press the “Page Down” Button located in the upper right corner of your computer keyboard to move to the next slide
- Press the “Page Up” Button located in the upper right corner of your computer keyboard to go back to the previous slide
- Write down any questions you may have in your workbook and review them with your Housing Team Member at the end of this session

❖ Press Page Down Button and let's proceed

Today, We Will Review...

- ❖ Your PMHA Lease
- ❖ Being A Responsible Tenant
- ❖ Grievance/Complaint Procedures
- ❖ The HOPES Program
- ❖ Your Rent Calculation
- ❖ What Happens Next



What is in Your PMHA Lease?



What is a Lease?

Landlord's
responsibilities



Resident's
responsibilities

A Lease is a legally binding Contract detailing the rights and responsibilities of both the Resident and the Landlord

What is a Lease?

Landlord's
responsibilities



~~Resident's
responsibilities~~

**A resident's failure to abide by the terms of the Lease
may result in eviction from the PMHA Housing Unit**



Your PMHA Lease...

Contains 21 Sections

- **Sections 1-8** **Description of Property, Rent, Charges, Transfers**
- **Section 9-10** **Tenant Responsibilities and Rights**
- **Section 11-13** **PMHA Responsibilities and Rights**
- **Section 14** **Notice Procedures**
- **Section 15** **Termination of Lease Provisions**
- **Section 16-19** **Waiver, Safety, Grievance Procedures, Modification**
- **Section 20** **Non-Discrimination Policy**
- **Section 21** **Signature**

We'll Look at Each Section in More Detail



Your PMHA Lease... Sections 1 - 8



❖ Section 1

Description of Premises and Members of Household

- ✓ Address of Leased Dwelling Unit and number of bedrooms
- ✓ Adults and children in household are listed by name
- ✓ Any additional occupants require advance notice and advance written approval of the PMHA
- ✓ Permission to add live-in aides or foster children will not be unreasonably refused
- ✓ Tenant shall not permit anyone other than members of Tenant's household listed in lease to occupy premises



Your PMHA Lease... Sections 1 - 8



❖ Section 2

Term of Lease and Renewal

- ✓ The PMHA Lease is a month to month lease and continues in force unless otherwise terminated



❖ Section 3

Rent Payments

- ✓ Rent is DUE and PAYABLE on or before the First Day of Each Month
- ✓ Rent is considered DELINQUENT after the close of business on the Fifth (5th) Workday of the Month
- ✓ No CASH payments accepted





Your PMHA Lease... Sections 1 - 8



❖ Section 4

Other Charges - In addition to rent, the tenant is responsible for payment of certain other charges specified in the lease:

- ✓ **Maintenance Charges – cost of service, repair, or damages beyond normal wear and tear to dwelling unit and/or building and common areas**
- ✓ **Trash Charges in excess of normal weekly pick-up**
- ✓ **Late Fees - \$20.00 fee for rent payments received after fifth workday of the month**
- ✓ **Returned Check Fee - \$15.00, if a check is returned by your bank**
- ✓ **Excess utility charge for water consumption used in excess of amounts listed for bedroom size. (See Section 6 of Lease)**



Your PMHA Lease... Sections 1 - 8



❖ Section 5

Security Deposit

- ✓ Equal to one month's total tenant payment
- ✓ Refunded 30 days after the tenant vacates if no damages to dwelling unit, building exterior and grounds, or outstanding rent and other charges

❖ Section 6

Utilities and Appliances

- ✓ Defines which utilities are paid by Tenant and PMHA
- ✓ Tenant **MUST** maintain utility service in name of head of household or spouse
- ✓ Tenant **MUST** notify management of inability to maintain sufficient heat to prevent freezing of pipes
- ✓ Defines which appliances are provided by PMHA



Your PMHA Lease... Sections 1 - 8



❖ Section 7

Re-examination of Rent

- ✓ PMHA conducts annual re-examination of rent payment
- ✓ The tenant agrees to present documents and authorize third party sources to provide information regarding income, etc.
- ✓ Change to Income, Family Size, or Deduction (medical or childcare) may result in Rent Change
- ✓ Misrepresentation of facts upon which rent is based may result in a retroactive increase and a notice of eviction action based on fraud and/or failure to report changes

❖ Section 8

Transfers

- ✓ Defines conditions for transfers due to unit rehabilitation, changes in family size, need for accessible units, and Tenant requests

Your PMHA Lease... OVERVIEW

1. **Your PMHA Lease is for...?**
 - A. Successive one year terms
 - B. Month to month
 - C. Initial one year term with successive month to month extensions
2. **Rent is due and payable ...?**
 - A. On or before the fifth of each month
 - B. When you get the money together each month
 - C. On or before the fifth workday of each month
3. **Tenant is subject to other charges for...?**
 - A. Excess trash and unit damage beyond normal wear and tear
 - B. Late fees and/or returned check fees
 - C. Excess utility charges
 - D. All of the above



Your PMHA Lease... OVERVIEW

1. Your PMHA Lease is for...?
 - A. Successive one year terms
 - B. *Successive terms of one (1) month each*
 - C. Initial one year term with successive month to month extensions
2. Rent is due and payable ...?
 - A. On or before the fifth of each month
 - B. When you get the money together each month
 - C. *On or before the fifth workday of each month*
3. Tenant is subject to other charges for...?
 - A. Excess trash and unit damage beyond normal wear and tear
 - B. Late fees and/or returned check fees
 - C. Excess utility charges
 - D. *All of the above*





Your PMHA Lease... OVERVIEW

4. Your PMHA Lease is ...?

- A. A legally binding Contract between YOU and PMHA
- B. A meaningless formality
- C. Important and should be read carefully

5. Re-examination of rent is done ...?

- A. Every six months
- B. Whenever PMHA thinks its necessary
- C. At least once a year

6. Tenant is responsible for...?

- A. Notifying PMHA of changes to income, family size, and deductions
- B. Providing documents and authorizing third party sources to provide information
- C. Both of the above



Your PMHA Lease... OVERVIEW

4. Your PMHA Lease is ...?

- A. *A legally binding Contract between YOU and PMHA*
- B. A meaningless formality
- C. *Important and should be read carefully*

5. Re-examination of rent is done ...?

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- C. *At least once a year*

6. Tenant is responsible for...?

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- C. *Both of the above*



Your PMHA Lease... Sections 9 - 10



❖ Section 9

Occupancy of the Premises and the Tenant's Obligations

- ✓ **The tenant has right to exclusive use and occupancy of the dwelling unit**
 - **PMHA and the Lease allows for reasonable accommodation of Tenant's guest(s) or visitor(s) but not to exceed 14 consecutive days per year without PMHA approval**
- ✓ **Ability to Comply with Lease Terms**
 - **If the tenant becomes impaired, PMHA will defer to a designated member of Tenant's family or some suitable person for relocation assistance**
 - **At time of admission All Tenants must identify someone to be contacted in event of emergency**



Your PMHA Lease... Sections 9 - 10



❖ Section 9 continued

Occupancy of the Premises and the Tenant's Obligations

✓ **The Tenant SHALL:**

- **Pay rent and all other charges on or before the first of each month**
- **Refrain from negligent, willful, intentional and/or malicious damage to PMHA property**
- **Not assign the lease or sublet the dwelling unit**
- **Abide by PMHA policies and procedures**
- **Not use premises for legal profit making activities incidental to its primary use as a residence without PMHA written consent**



Your PMHA Lease... Sections 9 - 10



❖ Section 9 continued

Occupancy of the Premises and the Tenant's Obligations

✓ The Tenant SHALL:

- Comply with Federal, State, County, City and other municipal building codes
- Dispose of all ashes, garbage, rubbish and waste in a sanitary and safe manner
- Use PMHA appliances, fixtures and other facilities and equipment in a safe manner and only for purpose for which they are intended
- Refrain from illegal conduct or actions detrimental to the other residents, persons in the vicinity or employees of PMHA
- Refrain from damaging lawn areas
- Cut/trim grass or shrubbery in timely manner if applicable



Your PMHA Lease... Sections 9 - 10



❖ Section 9 continued

Occupancy of the Premises and Tenant's Obligations

✓ Tenant SHALL:

- Not disturb other residents' peaceful enjoyment of their home
- Not use FIREWORKS of any kind on PMHA owned property
- Not have open containers of BEER or other intoxicating liquor in public or common areas of PMHA owned property
- Not make alterations, decorations, or repairs to the unit or property without written consent of PMHA
- Give prompt notice of unoccupied unit for any period exceeding one (1) calendar week (vacation, emergencies, etc.)



Your PMHA Lease... Sections 9 - 10



❖ Section 9 continued

Occupancy of the Premises and Tenant's Obligations

✓ Tenant SHALL:

- Not permit household members or guests to act or speak in an abusive or threatening manner.
- Take reasonable caution to prevent fires and remove promptly all belongings from fire-damaged unit
- Not disconnect, remove or damage smoke detectors (if this occurs a charge will be imposed)
- Not obstruct sidewalks, areaways, passages, elevators, etc.
- Not place signs of any type in or about the dwelling unit without prior written permission of PMHA
- Adhere to PET POLICY defined in lease - permitted pets are listed in the lease and no visiting pets are allowed



Your PMHA Lease... Sections 9 - 10



❖ Section 9 continued

Occupancy of the Premises and Tenant's Obligations

✓ Tenant SHALL:

- Remove from PMHA property unlicensed, unregistered, inoperable or abandoned vehicles or vehicles will be towed at vehicle owner's expense
- Not be permitted to make automobile repairs on PMHA property
- Ensure that vehicles are parked in designated areas only, the Housing Team Member will discuss assigned parking with you
- Refrain from parking or storing boats, motor homes, trailers, commercial and recreational vehicles on PMHA property



Your PMHA Lease... Sections 9 - 10



❖ Section 9 continued

Occupancy of the Premises and Tenant's Obligations

✓ Tenant SHALL:

- When vacating unit remove any personal property left on PMHA property
- NOTIFY PMHA PROMPTLY OF KNOWN NEED FOR REPAIRS TO DWELLING UNIT, COMMON AREAS OR GROUNDS OF PMHA OWNED PROPERTY
- Not commit fraud in connection with any Federal Housing Assistance Program
- Promptly pay any utility bills and avoid service disconnect
- Maintain the unit to ensure proper health and sanitation standards



Your PMHA Lease... Sections 9 - 10



❖ Section 10 CRIMINAL ACTIVITY

- ✓ The tenant, household members, guests, or any person under the tenant's control shall not participate in any criminal activity or drug-related criminal activity
- ✓ It shall be presumed that any household member who engages in criminal activity resides with the tenant unless PMHA is notified otherwise before the criminal incident
- ✓ It shall be presumed that any person engaging in criminal activity in the unit or surrounding property is a guest or visitor of the tenant



Your PMHA Lease... Sections 9 - 10



❖ Section 10

CRIMINAL ACTIVITY

- ✓ **Criminal Activity includes, but is not limited to, any of the following:**
 - **Physical assault or the threat of physical assault**
 - **Illegal use of a firearm or other weapon or the threat to use a firearm or other weapon**
 - **Sexual molestation, sexual molestation of a minor, prostitution, and other similar or related sexual misconduct**



Your PMHA Lease... Sections 9 - 10



❖ Section 10

CRIMINAL ACTIVITY

- ✓ **Drug-Related Criminal Activity includes, but is not limited to, any of the following:**
 - **Illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use, of a controlled substance, or substances commonly known as, but not limited to, COCAINE, HEROIN, MARIJUANA, and OPIUM, and further defined as in Section 102 of the Controlled Substances Act (21 U.S.C. 802), unless such controlled substances or substances were obtained directly pursuant to a valid prescription order.**



Your PMHA Lease... Sections 9 - 10



❖ Section 10 CRIMINAL ACTIVITY

- ✓ Any breach of this lease provision by the tenant, his/her household member(s) or guest(s) shall be cause for termination of the Lease if PMHA believes, in good faith, that a breach has occurred .
- ✓ A breach of this covenant constitutes a serious and clear danger to the health and safety of other tenants, persons residing in the vicinity and employees of PMHA. It shall be PMHA's duty, in any eviction proceedings, to prove that a breach of this covenant has occurred



Your PMHA Lease... Sections 9 - 10

❖ Section 10 CRIMINAL ACTIVITY

✓ Curfew and Loitering

TABLE OF CURFEW HOURS	
AGE GROUP	HOURS
Under 11	Between 10:00 PM and 5:00 AM
11 and not yet 16	Between 11:00 PM and 5:00 AM
16 and not yet 18	Between 12:00 AM and 5:00 AM

The tenant shall not permit any person under the age of eighteen (18) years of age to congregate, loiter, wander, stroll, stand or play in or upon the ways, drives, playgrounds, parking lots and other common spaces of the housing community and other PMHA owned property during the hours set forth.



Your PMHA Lease... OVERVIEW

- 1. Permits reasonable accommodation of guests for...?**
 - A. Up to 30 days a year
 - B. A period not exceeding fourteen (14) consecutive days each year
 - C. As long as no one complains about them
- 2. Says it is permissible to sublet your dwelling unit ...?**
 - A. After requesting and obtaining written permission from PMHA
 - B. Never
 - C. Once a year up to fourteen consecutive days
- 3. Requires improperly licensed and/or unregistered cars...?**
 - A. To be removed at the owners expense
 - B. To be stored on PMHA parking lot
 - C. None of the above



Your PMHA Lease... OVERVIEW

1. Permits reasonable accommodation of guests for...?
 - A. Up to 30 days a year
 - B. *A period not exceeding fourteen (14) consecutive days each year*
 - C. As long as no one complains about them
2. Says it is permissible to sublet your dwelling unit ...?
 - A. After requesting and obtaining written permission from PMHA
 - B. *Never*
 - C. Once a year up to fourteen consecutive days
3. Improperly licensed and/or unregistered cars...?
 - A. *To be removed at the owners expense*
 - B. To be stored on PMHA parking lot
 - C. None of the above



Your PMHA Lease... OVERVIEW

- 4. Requires Tenant to be responsible for actions of ...?**
 - A. Himself/herself and all household members
 - B. All guests and visitors
 - C. All of above
- 5. States that criminal activity is ...?**
 - A. Cause for termination of Lease and eviction
 - B. Not permitted on PMHA property
 - C. Constitutes serious and clear danger to health and safety of PMHA residents
- 6. Defines curfews hours for ...?**
 - A. Children between the ages of 11 and not yet 16
 - B. Children between the ages of 16 and not yet 18
 - C. Children under 11
 - D. All of the above



Your PMHA Lease... OVERVIEW

4. Requires Tenant is responsible for actions of ...?
 - A. Himself/herself and all household members
 - B. All guests and visitors
 - C. *All of above*
5. States that criminal activity is ...?
 - A. *Cause for termination of Lease and eviction*
 - B. *Not permitted on PMHA property*
 - C. *Serious and clear danger to health and safety of PMHA residents*
6. Defines curfews hours for ...?
 - A. Children between the ages of 11 and not yet 16
 - B. Children between the ages of 16 and not yet 18
 - C. Children under 11
 - D. *All of the above*



Your PMHA Lease... Sections 11 - 13



❖ Section 11

PMHA Obligations

- ✓ To maintain dwelling unit and development in a decent, safe and sanitary condition
- ✓ To comply with applicable building, health, housing codes and HUD regulations affecting health and safety
- ✓ To make necessary repairs to the dwelling unit
- ✓ To keep its buildings, facilities and common areas not assigned to Tenant in a clean and safe condition



Your PMHA Lease... Sections 11 - 13



❖ Section 11 continued

PMHA Obligations

- ✓ To maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances including elevators
- ✓ To provide and maintain receptacles for ashes, garbage, rubbish and other waste
- ✓ To supply running water, hot water, and heat where and when required



Your PMHA Lease... Sections 11 - 13



❖ Section 11 continued

PMHA Obligations

- ✓ To notify the tenant of:
 - Specific grounds/reasons for any proposed lease termination, rent increase, unit transfer, charge for maintenance and repair or excess consumption of utilities
 - Grievance hearing procedures available concerning a proposed action by PMHA



Your PMHA Lease... Sections 11 - 13



❖ Section 12

Move-In and Move-Out Inspections

- ✓ Move-in Inspection shall be conducted by PMHA prior to occupancy with the tenant, any deficiencies noted will be corrected by PMHA, at no charge to tenant
- ✓ Move-out Inspection shall be conducted by PMHA at the time the tenant vacates. The tenant and/or representative may participate unless tenant vacates without notice to PMHA
- ✓ A written statement of charges, if any, will be forwarded to the tenant within 30 days



Your PMHA Lease... Sections 11 - 13



❖ Section 13

Entry of Premises During Occupancy

- ✓ The tenant must agree to permit PHMA or its agents or contractors to enter tenant's dwelling during reasonable hours for the purpose of routine maintenance and repairs, inspections and making improvements with reasonable notice
- ✓ PHMA will give at least 48 hours written notice on intent to enter unit unless an emergency situation or tenant request
- ✓ PHMA will leave written statement of purpose of entry if tenant is absent



Your PMHA Lease... Section 14



❖ Section 14 Notice Procedures



- ✓ Any Notices by tenant shall be in writing, delivered to PMHA or mailed to PMHA, 2832 State Route 59, Ravenna Ohio 44266
- ✓ PMHA Notices to tenant shall be in writing and delivered to the tenant or to any adult member of household, or sent by prepaid first class mail



Your PMHA Lease... Section 15



❖ Section 15

Termination of Lease

- ✓ **Lease may be terminated for serious or repeated violation of material terms such as:**
 - **Failure to pay rent or other payment when due**
 - **Failure to pay utility bills**
 - **Misrepresentation of income, assets or family composition**
 - **Failure to comply with re-certification requirements**
 - **Serious or repeated damage to the dwelling unit, common areas, grounds or parking areas**



Your PMHA Lease... Section 15

❖ Section 15 continued

Termination of Lease

- ✓ **Lease may be terminated for serious or repeated violation of material terms such as:**
 - **Failure to obtain PMHA's written permission prior to installing equipment and/or fixtures**
 - **Any criminal activity by tenant, tenant's household member, guest, etc.**
 - **Possession or use of illegal weapons or illegal drugs**
 - **Any fire on PMHA premise caused by intentional, improper or illegal actions, carelessness, failure to supervise children or unattended cooking**



Your PMHA Lease... Section 15

❖ Section 15 continued

Termination of Lease

- ✓ **PMHA shall give a written notice of lease termination of:**
 - **Fourteen (14) days in case of failure to pay rent**
 - **Three (3) days when the health and safety of others is threatened or in the case of criminal activity**
 - **Thirty (30) days in any other case**



Your PMHA Lease... Section 15



❖ Section 15 continued Termination of Lease



✓ The notice of termination:

- Shall state specific reasons and rights of grievance if any
- May be combined with, or run concurrently with an eviction action and tenant will be charged with court costs if tenant loses the suit or consents to a judgement
- Tenant can terminate lease at any time with Thirty (30) days written notice
- PMHA has discretion in cases involving criminal activity to limit evictions to individual family members
- PMHA will notify Post Office of evictions for criminal activity



Your PMHA Lease... OVERVIEW

- 1. Says PMHA is obligated to...?**
 - A. Maintain dwelling unit and development in a decent, safe and sanitary condition**
 - B. Comply with building, health, and housing codes it establishes**
 - C. Make necessary repairs to the dwelling unit**
- 2. Says Move-in Inspections ...?**
 - A. Shall be conducted after the tenant has moved into the dwelling unit**
 - B. Shall be conducted prior to occupancy by tenant**
 - C. Shall be when PMHA feels it is necessary**
- 3. Requires PMHA to give ...?**
 - A. At least 48 hours prior written notice on intent to enter dwelling unit**
 - B. At least 24 hours prior written notice on intent to enter dwelling unit**
 - C. No prior written notice on intent to enter dwelling unit**



Your PMHA Lease... OVERVIEW

1. Says PMHA is obligated to...?
 - A. *Maintain dwelling unit and development in a decent, safe and sanitary condition*
 - B. Comply with building, health, and housing codes it establishes
 - C. *Make necessary repairs to the dwelling unit*
2. Says Move-in Inspections ...?
 - A. Shall be conducted after the tenant has moved into the dwelling unit
 - B. *Shall be conducted prior to occupancy by tenant*
 - C. Shall be when PMHA feels it is necessary
3. Requires PMHA to give ...?
 - A. *At least 48 hours prior written notice on intent to enter dwelling unit*
 - B. At least 24 hours prior written notice on intent to enter dwelling unit
 - C. No prior written notice on intent to enter dwelling unit

Your PMHA Lease... OVERVIEW

4. Requires PMHA to give Written Notices to tenants and deliver them ...?
 - A. To the tenant only
 - B. To the tenant or to any adult member of the household
 - C. To the tenant or to any member of the household
5. Says Lease may be Terminated for ...?
 - A. Misrepresentation of income, assets or family composition
 - B. Failure to pay rent or other payment when due
 - C. Failure to comply with re-certification requirements
6. Says criminal activity by ...?
 - A. Anyone near you is reason for termination of lease
 - B. The tenant, tenant's household member, tenant's guest is reason for termination of lease
 - C. Your neighbor is reason for termination of your lease





Your PMHA Lease... OVERVIEW

4. Requires PMHA to give Written Notices to tenants and deliver them ...?
 - A. To the tenant only
 - B. *To the tenant or to any adult member of the household*
 - C. To the tenant or to any member of the household
5. Says Lease may be Terminated for ...?
 - A. *Misrepresentation of income, assets or family composition*
 - B. *Failure to pay rent or other payment when due*
 - C. *Failure to comply with re-certification requirements*
6. Says criminal activity by ...?
 - A. Anyone near you is reason for termination of lease
 - B. *The tenant, tenant's household member, tenant's guest is reason for termination of lease*
 - C. Your neighbor is reason for termination of your lease





Your PMHA Lease... Sections 16 - 19



❖ Section 16

WAIVER

- ✓ **No delay or failure by PMHA in exercising any right under the Lease Agreement constitutes a waiver of that or any other right unless otherwise expressly provided for by PMHA in writing.**



Your PMHA Lease... Sections 16 - 19



❖ Section 17

Defects Hazardous to Life, Health or Safety

- ✓ **If Dwelling Unit is damaged to the extent that conditions are hazardous to the life, health or safety of the occupants, PMHA responsibilities are:**
 - **To repair the unit within a reasonable period of time,**
 - **To transfer the tenant to a habitable alternative unit while repairs are made**
 - **To charge the tenant for tenant caused damages**
 - **To abate rent if habitable alternative unit is not available**



Your PMHA Lease... Sections 16 - 19



❖ Section 17 continued

Defects Hazardous to Life, Health or Safety

- ✓ If PMHA determines that the Dwelling Unit is not habitable because of imminent danger to life, health and safety of the tenant, and tenant refuses to live elsewhere in alternative accommodations, then the lease shall terminate in accordance with legal procedures and any rent paid will be refunded to the tenant



Your PMHA Lease... Sections 16 - 19



❖ Section 17 continued

Defects Hazardous to Life, Health or Safety

✓ Tenant responsibilities:

- To immediately notify the Manager of damage and intent to abate rent, when the damage is or becomes sufficiently severe that tenant believes he/she is justified in abating rent
- To agree to continue to pay full rent, except the abated portion agreed upon by PMHA until the defect is repaired
- To comply with the rent escrow provisions of the Ohio Revised Code Section 5321.07 et. seq. if PMHA and tenant are unable to agree on abatement



Your PMHA Lease... Sections 16 - 19



❖ Section 18

Grievance Procedure

- ✓ The tenant has right to file a grievance if a dispute arises with respect to a PMHA action or failure to act in accordance with the lease
- ✓ All grievance or appeals arising under the lease shall be processed and resolved pursuant to the grievance procedures of PMHA



Your PMHA Lease... Sections 16 - 19



❖ Section 19

Modifications

- ✓ **PMHA may modify this lease and any attached riders only after providing at least thirty (30) days notice to tenant and tenant organizations involved.**
- ✓ **Except for notice of rent adjustment required by Section 7, all modifications shall be made in writing, signed and dated by both parties**
- ✓ **Proper notice as defined in Section 14 shall be given for any modification**

Your PMHA Lease... Section 20

❖ Section 20

POLICY OF NON-DISCRIMINATION

- ✓ PMHA will not knowingly discriminate in admission or access to, or employment in, its federally assisted programs on the basis of race, creed, age, religion, sex, national origin, familial status or handicap
- ✓ PMHA will not participate nor do business with any individual or corporation who knowingly discriminates against any person or persons on the basis of race, creed, age, religion, sex, national origin, familial status or handicap



Your PMHA Lease... Section 20

❖ Section 20

POLICY OF NON-DISCRIMINATION

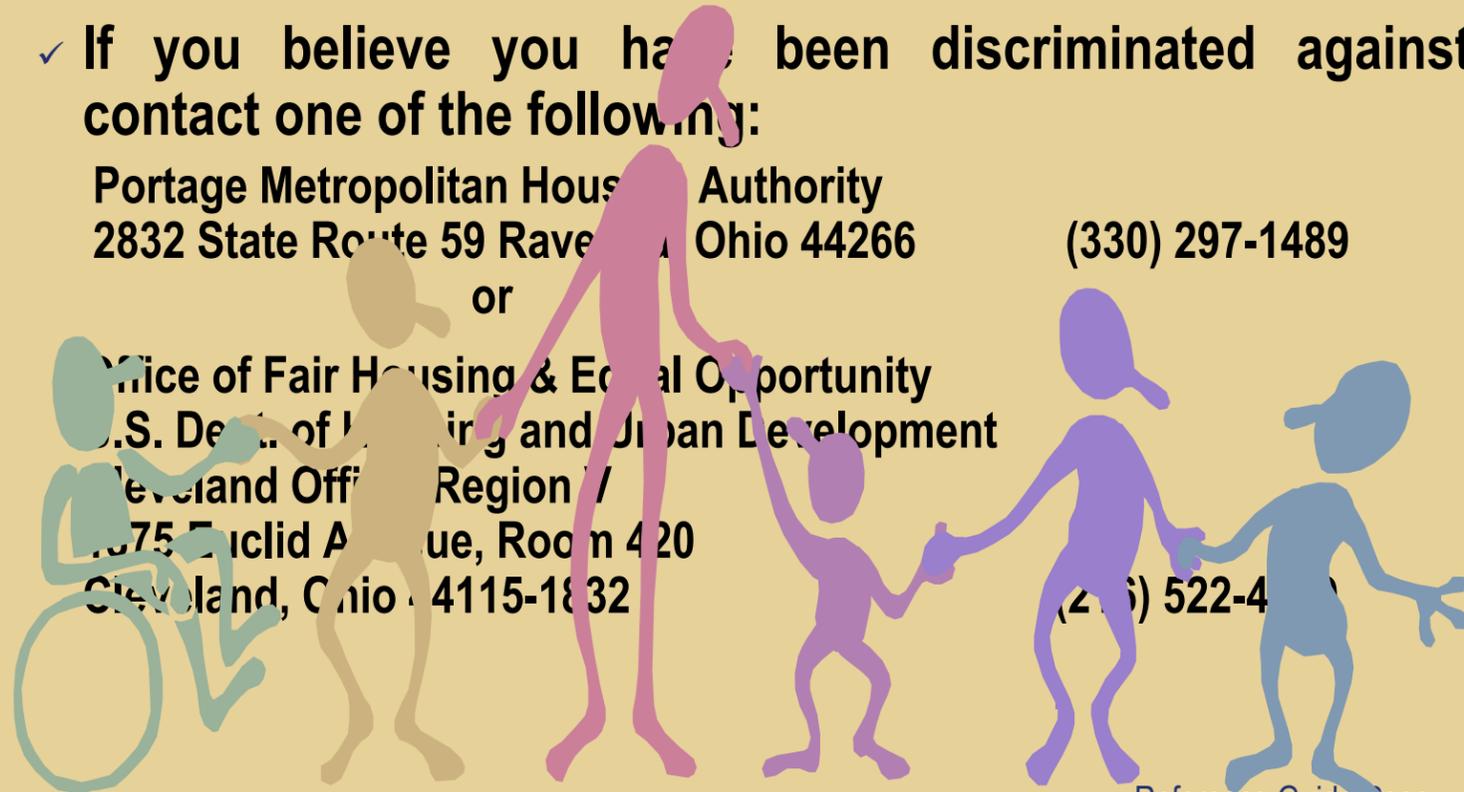
- ✓ If you believe you have been discriminated against, contact one of the following:

Portage Metropolitan Housing Authority
2832 State Route 59 Ravenna, Ohio 44266 (330) 297-1489

or

Office of Fair Housing & Equal Opportunity
U.S. Dept. of Housing and Urban Development
Cleveland Office Region 7
1675 Euclid Avenue, Room 420
Cleveland, Ohio 44115-1832

(216) 522-4111





Your PMHA Lease... Section 21



❖ Section 21

Full Understanding of the Parties

- ✓ Each party signs the agreement certifying that:
 - They have read the Lease
 - PMHA explained the lease and any addenda
 - Parties fully understand all terms and provisions therein
 - The tenant can read, write and/or understands the English language
 - All terms and provisions in the lease and addenda represent and constitute the entire understanding and agreement of the parties



Your PMHA Lease... Section 21



❖ Section 21 continued

Full Understanding of the Parties

- ✓ **Each party sign the agreement certifying that:**
 - **The lease is in accordance with their respective understandings**
 - **They voluntarily execute the lease**
 - **An executed copy of the lease is received by all parties**
 - **Each signer is jointly and severally responsible for the timely payment of rent and fulfillment of all other provisions of the lease**



Your PMHA Lease... OVERVIEW



- 1. Says PMHA does not waive its rights by any action or inaction on its part...?**
 - A. True
 - B. False
- 2. Says the tenant must pay for tenant caused damages to the dwelling unit ...?**
 - A. True
 - B. False
- 3. Requires the tenant to notify PMHA immediately of any damage or necessary repairs to the dwelling unit ...?**
 - A. True
 - B. False



Your PMHA Lease... OVERVIEW

1. Says PMHA does not waive its rights by any action or inaction on its part...?
 - A. *True*
 - B. **False**
2. Says the tenant must pay for tenant caused damages to the dwelling unit ...?
 - A. *True*
 - B. **False**
3. Requires the tenant to notify PMHA immediately of any damage or necessary repairs to the dwelling unit ...?
 - A. *True*
 - B. **False**

Being a Responsible Tenant





Being a Responsible Tenant

PMHA House Rules

Screening and
Eviction for Drug
Abuse and Other
Criminal Activity



Being a Responsible Tenant



❖ PMHA House Rules

- **House Rules establish standards related to safety, care and cleanliness of the Dwelling Unit and building and the safety, comfort and convenience of the Tenants**
 - **House Rules are incorporated into the Lease Agreement by reference.**
 - **All Tenants are required to read and sign the agreement**
 - **Failure to abide by the House Rules that result in the creation or maintenance of a threat to health or safety is a violation of the lease terms and can result in eviction**



Being a Responsible Tenant



- ❖ **PMHA Screening and Eviction for Drug Abuse and Other Criminal Activity Policy**
 - **All applicants and Tenants are subject to this PMHA policy which includes:**
 - **Obtaining police records during tenancy period**
 - **PMHA's "One Strike" or "Zero Tolerance" Policy and its enforcement by eviction**
 - **PMHA guidelines to maintain confidentiality of information**
 - **Manufacture of Methamphetamine**
 - **Special Provisions for Sex Offense Crimes**

The PMHA Grievance Procedures





The PMHA Grievance Procedures

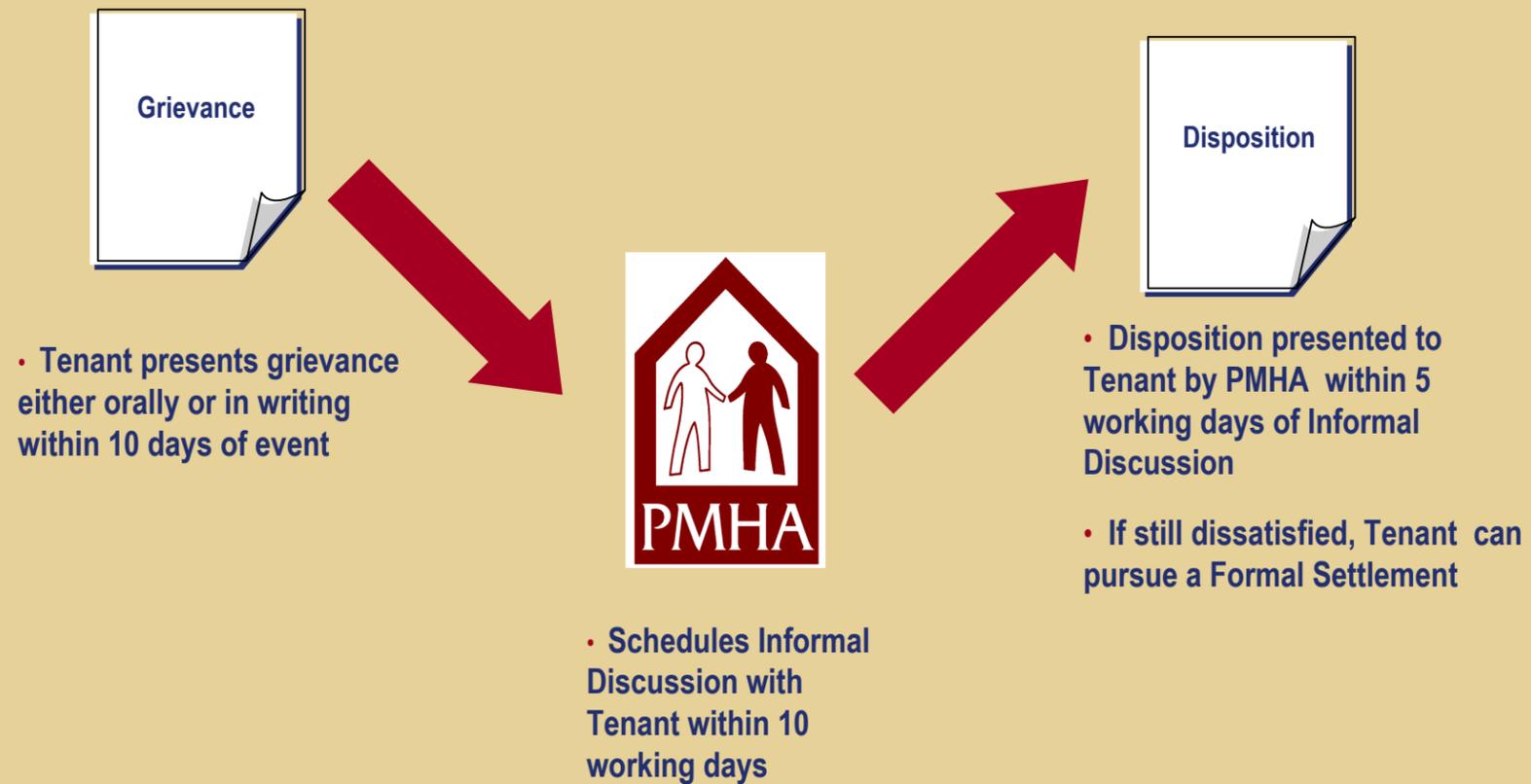


❖ Definition of a Grievance

- Any dispute which a Tenant may have with respect to PMHA action or failure to act in accordance with the individual Tenant's lease or PMHA regulations which adversely affects the individual Tenant's rights, duties, welfare or status
- PMHA has an "Informal" Grievance Procedure and a "Formal" Grievance Procedure
- The Grievance Procedure is not applicable to any lease termination or eviction that involves any criminal activity that threatens the health, safety, or rights to peaceful enjoyment of other residents or employees of the PMHA; or any drug-related activity

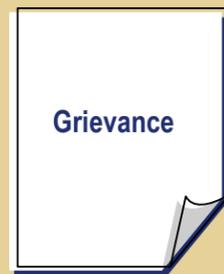
The PMHA Grievance Procedures

Informal Settlement Procedure



The PMHA Grievance Procedures

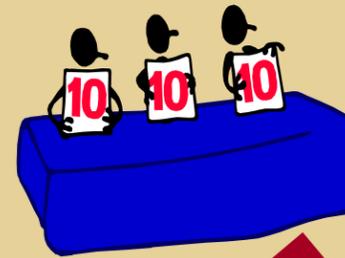
Formal Settlement Procedure



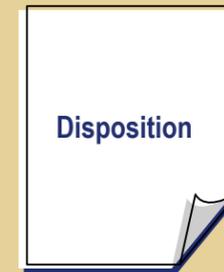
- Tenant is not satisfied with disposition from Informal Hearing
- Tenant must file a Written Request for hearing within 5 working days of Informal Hearing Disposition Notice



- PMHA selects impartial Hearing Officer or Hearing Panel



- A Hearing is scheduled within 5 working days



- A written disposition is issued within 5 working days of hearing



The PMHA Grievance Procedures - OVERVIEW



- 1. Grievances must be personally presented to the PMHA's office within 10 days of the incident**
 - A. Orally or in writing
 - B. By telephone
 - C. By your best friend either orally or in writing
- 2. A formal hearing is scheduled within**
 - A. 10 working days of notice by the complainant
 - B. 5 working days of notice by the complainant
 - C. 15 days of initial incident
- 3. A disposition from an informal discussion is final**
 - A. If the complainant does not submit a written request for a hearing within 5 working days
 - B. If complainant is satisfied with the proposed disposition
 - C. Both of the above



The PMHA Grievance Procedures - OVERVIEW

1. Grievances must be personally presented to the PMHA's office within 10 days of the incident
 - A. *Orally or in writing*
 - B. By telephone
 - C. By your best friend either orally or in writing
2. A formal hearing is scheduled within
 - A. 10 working days of notice by the complainant
 - B. *5 working days of notice by the complainant*
 - C. 15 days of initial incident
3. A disposition from an informal discussion is final
 - A. If the complainant does not submit a written request for a hearing within 5 working days
 - B. If complainant is satisfied with the proposed disposition
 - C. *Both of the above*

The Portage HOPES Program



Housing Opportunities Promoting
Economic Self-Sufficiency





The Portage HOPES Program



❖ HOPES Features

Rent Adjustments

- Rent increases phased in over a period of five (5) months
- No rental increase until gross monthly wage increases equal or exceed \$100
- Ceiling Rent regardless of income

Income Adjustments

- \$500 deduction from annual gross income for working families
- \$960 Maximum allowance for dependents
- \$500 deduction from annual gross income for full-time students
- No rent adjustments for sanctions by the Portage County Dept of Jobs and Family Services
- Income Disregards

Additional Housing Choices

- Scattered Site Transfer
- Transfer to Section 8 Housing





The Portage HOPES Program - OVERVIEW



- 1. Three features of Portage HOPES Program are:**
 - A. Phased-In Rental increases, Employment Deduction, Education Deduction**
 - B. Employment Deduction, Free Utilities, Income Disregards**
 - C. Phased-In Rental increases, Income Disregards, Floor Rents**

- 2. Rents are Phased-In over a five (5) month period as follows:**
 - A. Month 1 - 0%, Month 2 – 0%, Month 3 – 50%, Month 4 - \$75%, Month 5 – 100%**
 - B. Month 1 - 0%, Month 2 – 0%, Month 3 – 50%, Month 4 – 50%, Month 5 – 100%**
 - C. Month 1 - 20%, Month 2 - 40%, Month 3 – 60%, Month 4 – 80%, Month 5 – 100%**

- 3. The amount of the Education and Employment deductions are**
 - A. \$250 each**
 - B. \$500 each**
 - C. \$1000 each**



The Portage HOPES Program - OVERVIEW

1. Three features of Portage HOPES Program are:
 - A. *Phased-In Rental increases, Employment Deduction, Education Deduction*
 - B. Employment Deduction, Free Utilities, Income Disregards
 - C. Phased-In Rental increases, Income Disregards, Floor Rents
2. Rents are Phased-In over a five (5) month period as follows:
 - A. Month 1 - 0%, Month 2 - 0%, Month 3 - 50%, Month 4 - 75%, Month 5 - 100%
 - B. *Month 1 - 0%, Month 2 - 0%, Month 3 - 50%, Month 4 - 50%, Month 5 - 100%*
 - C. Month 1 - 20%, Month 2 - 40%, Month 3 - 60%, Month 4 - 80%, Month 5 - 100%
3. The amount of the Education and Employment deductions are
 - A. \$250 each
 - B. *\$500 each*
 - C. \$1000 each

How to Calculate Your Rent





How Does Your Rent Work?



Your Rent Pays
portion of housing
authority operating
costs



HUD Subsidy
supports housing
authority operating
costs



PMHA



How to Calculate Your Rent

❖ Definitions

 **Unit size** - # of bedrooms in the dwelling unit

 **Ceiling rent** - The maximum total rent for the unit (Gross rent minus utility allowance)

 **Adjusted Monthly Income** – Gross annual income minus any allowances divided by 12

 **Tenant Rent** – Total Tenant Payment less utility allowance equals amount of rent payable by the family

 **Utility Allowance** – An established allowance based on property or unit size

 **Total Tenant Payment** – 30% of Adjusted Monthly Income





Case 1: The Jones Family Rents a 2 Bedroom Unit

❖ Ceiling rent for 2 bedroom	\$449
❖ 30% of the Jones' adjusted monthly income	188
❖ Utility allowance for 2 bedroom	<u>- 90</u>
❖ The Jones will pay. . .	\$ 98

NOTE: Changes to income, family composition, or deductions (medical or childcare, etc.) may result in rent change





Case 2: The Smith Family Rents a 3 Bedroom Unit

❖ Ceiling rent for 3 bedroom	\$537
❖ 30% of the Smith's adjusted monthly income	600
❖ Utility allowance for 3 bedroom	<u>-136</u>
❖ The Smith's will pay. . .	\$464

NOTE: Changes to income, family composition, or deductions (medical or childcare, etc.) may result in rent change



How to Calculate Your Rent

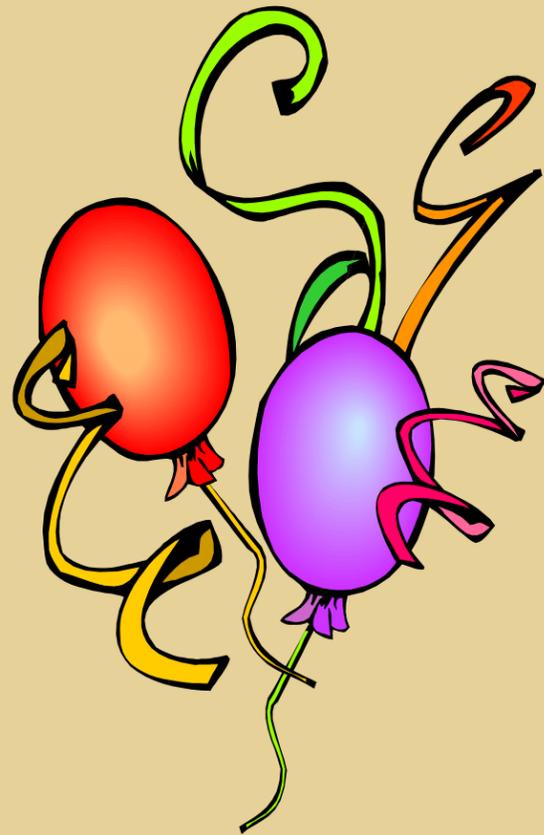
Estimate of What You'll Pay:

30% of Adjusted monthly income	\$_____	A
Utility allowance for unit size	\$_____	B
Estimate of Tenant Rent (line A minus line B)	\$_____	C
Ceiling rent for unit size	\$_____	D

What Happens Next?



What Happens Next?



CONGRATULATIONS !

- ❖ You have completed the self-paced portion of the New Resident Orientation for Public Housing
- ❖ Next you will meet with your Housing Team Member to complete the orientation process

Go to the Next Slide





What Happens Next?



❖ Your Housing Team Member

1. Will answer any questions that you may have about PMHA it's policies and this presentation
2. Will review your rent calculation with you
3. Will answer any questions you may have about your Lease and any Lease Addenda
4. Will have you sign appropriate documents
5. Will give you copies of all signed documents along with other important information
6. Will arrange for you to inspect your new home



What Happens Next?



Let the PMHA receptionist know you have completed the New Resident Orientation and are ready to meet with your Housing Team Member