

OKLAHOMA CITY HOUSING AUTHORITY DWELLING LEASE

DEVELOPMENT INFORMATION: [to be filled out by Landlord]	
AMP:	_____
Unit No:	_____
Bedrooms:	_____

SECTION 1. DESCRIPTION OF PARTIES AND DWELLING UNIT. The Oklahoma City Housing Authority (“Landlord”) does hereby lease to _____ and the occupying family (“Tenant”) the premises located at: _____, Oklahoma City, Oklahoma (Tenant’s specific leased unit, “Dwelling Unit”; Landlord facility at which Dwelling Unit is located, “Development”).

The premises leased are for the exclusive use and occupancy of Tenant and Tenant’s household consisting of the following named persons who will live in the Dwelling Unit:

Name	Relationship	Age & Birthdate
1.	Head of Household	____ / ____ / ____
2.		____ / ____ / ____
3.		____ / ____ / ____
4.		____ / ____ / ____
5.		____ / ____ / ____
6.		____ / ____ / ____
7.		____ / ____ / ____
8.		____ / ____ / ____

Any additions to the household members listed above require the advance written approval of Landlord. This includes Live-in Aides and foster children or adults, but excludes natural births. Landlord shall approve the additions if they pass the screening and an appropriate size unit is available. Deletions from the household shall be reported to Landlord within ten (10) days and must be accomplished by a written rider to this Dwelling Lease (“Lease”) executed by both the Landlord and the Head of Household (“Head of Household”). If Tenant is incapable of complying with this Lease, he/she should contact the Landlord at its offices, 1700 Northeast Fourth Street, Oklahoma City, Oklahoma 73117, or by phone at (405) 239-7551. This Lease is subject to the terms and conditions of the Oklahoma Residential Landlord and Tenant Act of 1978 (“ORLTA”).

SECTION 2. LEASE TERM. This Lease shall begin on _____. The term shall be for one year and shall automatically renew for another year, unless terminated as provided by this Lease.

SECTION 3. RENTAL PAYMENT. Tenant shall pay monthly rent of \$ _____. If this Lease begins on a day other than the first day of the month, the first month’s rent shall be \$ _____.

- (Check one):
- This rent is based on Landlord-determined flat rent for this unit.
 - This rent is formula-based on the income and other information reported by Tenant.

Families may change rent calculation methods at any recertification. Families who have chosen the flat rent option may request an interim redetermination and change to the formula-based method at any time if the family’s income has decreased, their on-going expenses for such purposes as child care and medical care have changed, or any other circumstances that create a hardship for the family that would be alleviated by a change.

This amount is due on the first (1st) day of each month at the Landlord's offices and shall remain in effect until adjusted in accordance with the provisions in Sections 8 and 9 of this Lease. The adjustments shall be part of this Lease as based on the computation as shown on the Rent Calculation Summary worksheet. If a reasonable accommodation on where to pay rent is needed, other arrangements can be made. **Cash payments are not acceptable.**

If Tenant fails to make the rent payment by the fifth (5th) day of the month, a Notice of Lease Termination will be issued to Tenant pursuant to Section 18 of this Lease. A \$25.00 late charge will be assessed to cover the added costs of a rent payment received after the seventh (7th) day of the month. A check returned for non-sufficient funds shall be considered non-payment of rent and in addition to the late charge a \$25.00 returned check fee will be charged. Landlord will provide written notice to Tenant of any late charges or returned check fees being assessed to Tenant. Late charges and returned check fees shall not be due and payable until fourteen (14) days after Landlord gives Tenant written notice of the charges.

If a family is paying the minimum rent and its circumstances change creating an inability to pay the rent, the family may request suspension of the minimum rent because of a recognized hardship.

SECTION 4. SECURITY DEPOSIT. Tenant agrees to pay \$ _____ as Security Deposit. Tenant has paid the amount of \$ _____ to Landlord as a Security Deposit. With the approval of Landlord, the Security Deposit may be made in three payments - one third in advance, one third with the second rent payment, and one third with the third rent payment. Landlord will hold this Security Deposit for the period Tenant occupies the Dwelling Unit. Landlord shall not use the Security Deposit for rent or other charges while Tenant is living in the Dwelling Unit. Within thirty (30) days after Tenant has permanently moved out of the Dwelling Unit, Landlord shall return the Security Deposit after deducting whatever amount is needed to pay the cost of:

- a. Unpaid rent;
- b. Repair of damages that exceed normal wear and tear as listed on the Move-Out Inspection Report; and
- c. Other charges due under the Lease.

Landlord shall provide Tenant with a written list of any charges made against the Security Deposit. If Tenant disagrees with the amounts deducted, Landlord will meet with Tenant to discuss the charges within ten (10) business days.

SECTION 5. OCCUPANCY. Tenant shall take physical occupancy of the Dwelling Unit, as evidenced by moving in furnishings and personal effects, within forty-eight (48) hours from the date of this Lease. Tenant shall use the Dwelling Unit as a private dwelling for himself/herself and the persons named in this Lease as well as minor children born into the household during this tenancy and shall not permit its use for any other purpose ***without the written permission of Landlord.***

Tenant shall not:

- a. Permit any persons other than those listed above in Section 1, and minor children which are born into the household during this tenancy, to reside in the Dwelling Unit for more than one (1) month. For those guests residing more than three (3) days, Head of Household must obtain written approval of Landlord.
- b. Sublet or assign the Dwelling Unit or any part of the Dwelling Unit.
- c. Engage in or permit unlawful activities in the Dwelling Unit, in the common areas, or on the Development grounds.
- d. Act or allow household members or guests to act in a manner that will disturb the rights or comfort of neighbors.
- e. Permit any member of the household, a guest, or another person under Tenant's control to engage in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Development by other tenants or Landlord's employees.

f. Permit any member of the household, a guest, or another person under Tenant’s control to engage in any violent or drug-related criminal activity on or off Development grounds.

g. Use, display or discharge any firearm, weapon, air gun, gas operated gun, spring gun, or any bow or slip-type instrument, made for the purpose of throwing or projecting missiles of any kind, in violation of municipal and state law. Acts of physical violence of any kind will not be tolerated. Tenant shall be responsible for the members of his/her household and/or guests adhering to these regulations.

h. Smoke, use electronic means of smoking, tobacco use, or the use of any open flame, *i.e.*, candles.

i. Provide accommodations for boarders or lodgers.

Tenant can incidentally use the Dwelling Unit and Development for legally permissible income producing purposes, **with the written permission of Landlord**, as long as the business does not infringe on the rights of other tenants. All such business-related uses of the Development must meet all zoning requirements, and Tenant must have the proper business licenses. Tenant has the right to exclusive use and occupancy of the Dwelling Unit, which includes reasonable accommodation of Tenant’s guests, visitors and, with the consent of Landlord, foster children and/or adults and the live-in care giver of Tenant’s family.

SECTION 6. CONDITION OF DWELLING UNIT, EQUIPMENT. Landlord and Tenant shall be obligated to inspect the Dwelling Unit prior to Tenant’s commencement of occupancy, and Landlord will furnish Tenant with a written statement of the condition of the Dwelling Unit and equipment provided in the Dwelling Unit and owned by Landlord (including, but not limited to, refrigerators and ranges), which shall be signed by Landlord and Tenant, and a copy of which shall be retained by Landlord (“Move-in Unit Inspection Report”). By signing the Unit Inspection Report, Tenant acknowledges that the Dwelling Unit appears to be in safe, clean and in good condition, and that all appliances and equipment in the Dwelling Unit are in good working order as described on the Move-in Unit Inspection Report. Tenant may request changes to the Move-in Unit Inspection Report within ten (10) days of Tenant’s commencement of occupancy by submitting any requested change to the Landlord in writing. Landlord will review any requested changes in good faith, but retains sole discretion to approve or disapprove any requested changes.

At the time of move out, Landlord shall complete another inspection of the Dwelling Unit. **When Tenant notifies Landlord of his/her intent to vacate, Landlord shall advise Tenant of his/her opportunity to participate in the move-out inspection.**

SECTION 7. UTILITIES. All public utility charges (gas, electricity, water, and garbage) used by Tenant in his occupancy of the Dwelling Unit shall be paid as provided for below. The Landlord will not be responsible for failure to furnish utilities, as provided below, by reason of any cause beyond its control. Tenant shall at all times maintain sufficient heat, electricity, and water to insure the proper maintenance of safe, decent and sanitary housing. If for any reason Tenant is unable to maintain sufficient utilities, he shall immediately notify the Landlord, and if the Landlord determines the cause of the problem is beyond the control of Tenant, the Landlord shall act promptly to correct the problem. If the Landlord determines that the cause of the problem is not beyond the control of Tenant, the Landlord may exercise its rights under Section 132 of the ORLTA.

Utility Service	To Be Paid By:
Gas	
Water and Garbage	
Electricity	

The Utility Allowance Schedule for Tenant Paid Utilities and the Schedule of Excess Utility Charges are posted in Landlord’s office. Tenant shall pay any excess utilities consumed in his/her unit over and above that set forth in the Schedule. Utility allowance revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place. Revisions based on changes in consumption or other reasons shall become effective at each Tenant’s next annual rent and family composition recertification.

SECTION 8. RENT AND FAMILY COMPOSITION RECERTIFICATIONS. Each year, by the date specified by Landlord, Tenants who are paying rent based on their income shall provide updated information regarding income, assets, expenses, and family composition. Landlord shall verify the information supplied by Tenant and use the verified information to establish the amount of Tenant’s rent for the next year. At the time of the annual review, Landlord shall advise Tenant of any income that will be excluded from consideration. (Examples of income that will be excluded include increased earnings due to employment over the previous twelve-month period due to the re-employment of a family member who was previously unemployed for one or more years, and participation in a self-sufficiency program or State TANF assistance program within the last six months.)

At the time of the review appointment Tenant may elect to change his/her rent choice option between flat rent or income based rent. In cases where annual income cannot be projected for a twelve-month period or Tenant is reporting no income and Tenant has chosen the percentage of income rent option, Landlord will schedule special rent reviews every ninety (90) days. In addition, Tenant may request a change in the rent choice option before the date of the review if the family experiences a decrease in income; their circumstances have changed increasing their expenses for child care, medical, etc.; or other circumstances create a hardship on the family such that the formula method would be more financially feasible for the family. Tenants paying rent based on income may meet with Landlord to discuss any change in rent resulting from the recertification process; and, if Tenant does not agree with the determination of Tenant rent, Tenant may request a hearing in accordance with the Landlord’s grievance procedures.

SECTION 9. INTERIM RENT ADJUSTMENTS. All rental adjustments will be recorded on a form Worksheet—Computing Total Tenant Payment (“TTP”) maintained by the Landlord for such purposes. TTPs will be signed by Landlord and Tenant and attached to this Lease. Tenants *must* promptly report to Landlord any of the following changes in household circumstances when they occur between Annual Rent Recertifications (in any event, no later than ten (10) days after the occurrence):

- a. A member has been added to the family through birth, adoption, or court-awarded custody.
- b. A household member is leaving or has left the family unit.

In addition, Tenants paying rent based on a percentage of income *may* report the following activities that occur between Annual Rent Recertifications:

- a. A decrease in annual income.
- b. Childcare expenses for children under the age of 13 that are necessary to enable a member of the household to be employed or to go to school.
- c. Handicapped assistance expenses that enable a family member to work.
- d. Medical expenses of elderly, disabled, or handicapped heads of households that are not covered by insurance.
- e. Other family changes that impact their adjusted income.

Notwithstanding the provisions listed above, Tenant’s rent shall not be reduced if the decrease in the family’s annual income is caused by a reduction in the welfare or public assistance benefits received by the family that is a result of Tenant’s failure to comply with the conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities. In addition, if the decrease in the family’s annual income is caused by a reduction in welfare or public assistance benefits received by the family that is the result of an act of fraud, such decrease in income shall not result in a rent reduction. In such cases, the amount of income to be attributed to the family shall include what the family would have received had they complied with the welfare requirements or had not committed an act of fraud.

For purposes of rent adjustments, the reduction of welfare or public assistance benefits to a family that occurs as a result of the expiration of a time limit for the receipt of will not be considered a failure to comply with program requirements. Accordingly, Tenant’s rent will be reduced as a result of such a decrease. Landlord shall verify the information provided by Tenant to determine if a decrease in the rent is warranted. ***If Tenant receives a letter or notice from the United States***

Department of Housing and Urban Development (“HUD”) concerning the amount or verification of family income the communication shall be brought to the attention of the Housing Manager within ten (10) calendar days.

SECTION 10. EFFECTIVE DATE OF RENT CHANGE. Execution of the TTP by Landlord and Tenant shall constitute written notice of any change in Tenant’s rent. The TTP shall state the new amount Tenant is required to pay and the effective date of the new rental amount.

a. Rent Decreases. Landlord shall process rent decreases so that the lowered rent amount becomes effective on the first day of the month after Tenant reports the change in household circumstances. This rent change may be made retroactive to the appropriate date if less than five (5) working days have been given to Landlord to process this change.

b. Rent Increases. Landlord shall process rent increases so that Tenant is given no less than thirty (30) days advance written notice of the amount due.

Once the rental rate is established, it shall remain in effect until the effective date of the next annual review or a new TTP is executed.

SECTION 11. TENANT OBLIGATION TO REPAY. Tenants who pay rent based on income shall reimburse Landlord for the difference between the rent that was paid and the rent that should have been charged if proper notice of income change had been given and if the following circumstances occur:

- a. Tenant does not submit rent review information by the date specified in Landlord’s request; or
- b. Tenant submits false information at Admission or at annual, special, or interim review.

Tenant is not required to reimburse Landlord for undercharges caused solely by Landlord’s failure to follow HUD’s procedures for computing rent.

SECTION 12. MAINTENANCE, REPAIR AND USE OF DWELLING UNIT.

a. The Landlord shall, at its sole cost and expense, unless otherwise stated, maintain the Dwelling Unit and Development in good order and repair. Any and all repairs by the Landlord shall be accomplished without unreasonable delay.

b. The Landlord shall provide and maintain appropriate receptacles and facilities (except at scattered sites) for the deposit of garbage, rubbish, and other waste removed from the Development by Tenant. Tenant shall dispose of all garbage, rubbish, and other waste from the Dwelling Unit and the Development in a sanitary and safe manner. Tenant shall insure that members of his/her household properly dispose of garbage, rubbish, etc. in receptacles provided for that purpose.

c. The Landlord shall maintain the Dwelling Unit and the Development, including the buildings, common areas, and grounds of the Development, in a reasonable, safe, and sanitary condition in conformity with the requirements of local housing codes, and applicable regulations or guidelines of HUD.

d. The Landlord shall maintain in good and safe working order and condition necessary electrical, plumbing, sanitary, heating, ventilating, and other facilities and appurtenances, including elevators, supplied or required to be supplied by Landlord. Tenant shall use in a safe and nondestructive manner all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances, including elevators, and shall keep all plumbing fixtures in the Dwelling Unit as clean and sanitary as their condition permits.

e. Landlord shall supply running water and 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 Tenant and supplied by a direct utility connection.

f. Tenant agrees to allow Landlord to use necessary pest control measures in accordance with the recommendation of the Environmental Protection Agency. Tenant also agrees to abide Landlord’s Bed Bug Policy. In those

rare cases where Tenant may declare an allergy to certain pesticides, joint Housing Manager/Tenant action will be taken to sustain sanitary and decent living conditions.

g. Tenant shall not cause or permit any waste, damage or injury to the Dwelling Unit or the Development facilities, buildings, or common areas. Tenant shall, upon the termination of this Lease, return possession of the Dwelling Unit to Landlord in as good and decent condition as when leased to Tenant, normal deterioration excepted. If Tenant fails to comply with provisions of this Subsection g., the Landlord may exercise its rights under Section 132 of the ORLTA.

h. Tenant shall be responsible for the performance of seasonal maintenance tasks and/or other maintenance tasks, such as changing furnace filters, cleaning hot water/furnace rooms, regular cleaning of ranges and refrigerators, and lawn and grounds care (mowing, edging, trimming, picking up litter from the premises) excluding common areas. Tenants who are unable to perform such tasks because of age or disability are exempt from this requirement. This exemption must be approved by the Housing Manager and documented in Tenant's file.

i. Tenant shall ensure that no member of Tenant's household engages in abuse or a pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the Development by other tenants.

j. If the Dwelling Unit is damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants:

- i. Tenant shall immediately notify Landlord or Landlord's representative/project management staff of the damage.
- ii. Landlord shall be responsible for repair of the Dwelling Unit within a reasonable time; provided, that if the damage was caused by Tenant, Tenant's household, or Tenant's guests, the reasonable costs of the repairs shall be charged to the Tenant.
- iii. Landlord shall offer standard alternative accommodations, if available, where necessary repairs cannot be made within a reasonable time.
- iv. Landlord shall abate Tenant's rent in proportion to the seriousness of the damage and loss in value as a dwelling if repairs are not made within a reasonable time or if alternative accommodations are not provided. However, no abatement of rent shall occur if the damage was caused by Tenant, Tenant's household, or Tenant's guests, nor if Tenant rejects the alternative accommodations offered by Landlord.

k. All Tenant-owned vehicles must be registered in the Management Office. Improperly parked and/or inoperative vehicles shall be subject to impoundment by the Landlord and all impoundment fees shall be paid by Tenant. Vehicles will be parked only in authorized areas. All residents must comply with the provision of the Resident and Guest Parking Procedures.

l. Where damages, waste, or injury to Landlord property occur due to Tenant, family members, or guest neglect, reasonable charges will be assessed in accordance with the posted schedule of charges for repair. Such charges shall not be due and collectible until two (2) weeks after the Landlord gives written notice of the charge.

m. There is no smoking or tobacco use in any units, common areas, or anywhere on Development grounds. Tenant shall comply with Landlord's Tobacco-Free Policy.

SECTION 13. RESTRICTION ON ALTERATIONS. Tenant shall not do any of the following without first obtaining Landlord's written permission:

- a. Dismantle, change or remove any part of the appliances, fixtures or equipment in the Dwelling Unit.
- b. Paint or install wallpaper or contact paper in the Dwelling Unit.
- c. Attach awnings or window guards in the Dwelling Unit.
- d. Attach or place any fixtures, signs, or fences on the building(s), the common areas, or the Development grounds.

- e. Attach any shelves, screen doors, or other permanent improvements in the Dwelling Unit.
- f. Install or alter carpeting, resurface floors or alter woodwork.
- g. Install washing machines, dryers, fans, heaters, or air conditioners in an elderly Dwelling Unit.
- h. Place any aerials, antennas or other electrical connections on the Dwelling Unit, *including satellite dishes*.
- i. Install additional or different locks or gates on any doors or windows of the Dwelling Unit.
- j. Operate a business as an incidental use in the Dwelling Unit.
- k. Place any Recreation Equipment on Development premises, including, but not limited to pools and trampolines, etc.

SECTION 14. ANNUAL INSPECTION. During the annual rent recertification provided for in Section 8 of this Lease, or at another time determined by Landlord, Landlord, through its authorized agent, shall inspect the Dwelling Unit, and Tenant shall make the Dwelling Unit available for such inspection as provided in Section 15 below. Landlord shall consider the results of such inspection in determining whether Tenant is eligible for continued occupancy in low-rent housing, and if, by such inspection, it is determined by Landlord that Tenant has damaged the Dwelling Unit, has allowed the Dwelling Unit to become damaged, or has failed to keep the Dwelling Unit in an acceptable condition which is both safe and sanitary, as provided in Section 12 of this Lease, Landlord may exercise its rights under ORLTA, 41 O.S. § 132.

SECTION 15. ACCESS BY LANDLORD: Landlord shall provide two (2) days written advance notice to Tenant of his/her intent to enter the Dwelling Unit for the purpose of performing routine inspections and preventive maintenance, extermination or to show the Dwelling Unit for re-renting. The notice shall specify the date, approximate time, and purpose for the entry. Tenant shall permit Landlord, his/her agents, or other persons, when accompanied by Landlord, to enter the Dwelling Unit for these purposes. Tenant's request for maintenance shall constitute permission to enter the Dwelling Unit. In the event that Tenant and all adult members of the household are absent from the Dwelling Unit at the time of entry, Landlord shall leave a card stating the date, time and name of the person entering the Dwelling Unit and the purpose of the visit.

Landlord may enter the Dwelling Unit at any time without advance notice when there is reasonable cause to believe an emergency exists.

SECTION 16. SIZE OF DWELLING. Tenant understands that Landlord assigns Dwelling Units according to the Occupancy Standards published in its Admissions and Continued Occupancy Policy ("ACOP"). The Standards consider the type (such as Dwelling Units designed for the elderly or handicapped) and size of the Dwelling Unit required by the number of household members. If Tenant is or becomes eligible for a different type or size dwelling unit and an appropriate dwelling unit under this program and Landlord's transfer policy becomes available, Tenant agrees to transfer to an appropriate size dwelling unit within a reasonable period of time following Tenant's receipt of Landlord's written notice that such a dwelling unit is available. This period shall not exceed fourteen (14) days unless an unusual hardship condition exists. If Tenant fails to move to the designated Dwelling Unit within the notice period specified by Landlord, Landlord may terminate this Lease. If Landlord determines that Tenant must transfer to another unit based on family composition, Landlord shall notify Tenant. Tenant may ask for an explanation stating the specific grounds of the determination, and if Tenant does not agree with the determination, Tenant may request a hearing in accordance with Landlord's grievance procedures.

SECTION 17. LEASE TERMINATION BY LANDLORD. Any termination of this Lease shall be carried out in accordance with HUD regulations, State and local law, and the terms of this Lease. In the event legal proceedings are required to recover possession of the premises, Tenant will be charged with the actual cost of such proceedings. Landlord shall not terminate or refuse to renew the Lease other than for good cause under federal regulations or for serious or repeated violation of material terms of the Lease, such as, but not limited to, the following:

- a. Nonpayment of rent or other charges due under the Lease (*i.e.*, utilities), or repeated chronic late payment of rent (four times in a twelve-month period).

- b. Failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Recertifications, to attend scheduled reexamination interviews or to cooperate in the verification if Tenant has chosen to pay rent based on a percentage of income.
- c. Furnishing false or misleading information during the application or review process.
- d. Discovery after admission into the Public Housing Program of facts that made or make Tenant ineligible.
- e. Following family and rent recertification, Tenant is found to be over the income limit for the program, as provided in 24 C.F.R. § 960.261.
- f. Assignment or subleasing of the Dwelling Unit or providing accommodation for boarders or lodgers.
- g. Use of the Dwelling Unit for purposes other than solely as a residence for Tenant and Tenant's household as identified in this Lease, or permitting its use for any other purpose without the written permission of Landlord.
- h. Failure of Tenant to accept Landlord's offer of a revision to this Lease:
 - i. that is on a form adopted by Landlord in accordance with 24 C.F.R. § 966.3;
 - ii. where the Landlord has provided written notice of the offer of the revision at least sixty (60) calendar days before the revision is scheduled to take effect; and
 - iii. where the offer specifies a reasonable time limit within that period for acceptance by Tenant.
- i. Failure to abide by necessary and reasonable rules made by Landlord for the benefit and well-being of the Development and Tenants; including but not limited to Landlord's Tobacco-Free Policy.
- j. Failure to abide by applicable building and housing codes materially affecting health or safety.
- k. Failure to dispose of garbage, waste and rubbish in a safe and sanitary manner.
- l. Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner.
- m. Acts of destruction, defacement or removal of any part of the Dwelling Unit or Development, or failure to cause guests to refrain from such acts.
- n. Failure to pay reasonable charges for the repair of damages to the Dwelling Unit or Development, including any buildings, facilities or common areas.
- o. Any activity that threatens the health, safety, or right to peaceful enjoyment of the Development by other tenants or employees of the Landlord.
- p. Failure to abide by the provisions of Landlord's Animal Ownership Policy.
- q. Any violent or drug-related criminal activity on or off the Development premises, not just on or near the Development. [Note: Tenant should be aware that federal law still classifies marijuana as an illegal drug, and that federal law overrides Oklahoma's medical marijuana law. Therefore, the use, sale, or possession of marijuana constitutes "drug-related criminal activity" under this subsection.]
- r. Determination or discovery that any member of Tenant's household has ever been convicted of drug-related activity for the manufacture or production of methamphetamine on the premises of any federally-assisted housing.
- s. Discovery that Tenant or member of Tenant's household is illegally using a drug which Landlord determines interferes with the health, safety, or right to peaceful enjoyment of the Development by other tenants.

- t. Alcohol abuse that Landlord determines interferes with the health, safety, or right to peaceful enjoyment of the Development by other Tenants.
- u. Failure of Tenant to assure that no person under Tenant's control engages in an abuse or pattern of abuse of alcohol that affects the health, safety, or right to peaceful enjoyment of the Development by other tenants.
- v. Allowing a Banned Person onto the Development. A "Banned Person" is defined as any person who has been given notice by Security Personnel that his/her behavior on Landlord premises is unacceptable and he/she will not be allowed to return to Landlord's property. Banned Persons will be arrested for trespassing if they choose to come on Landlord's property again. Allowing Banned Persons onto Development property will result in a termination of this Lease and eviction of the Tenant.
- w. Failure to perform required community service unless exempt from the requirement.
- x. Failure to allow inspection of the Dwelling Unit.
- y. Determination that a family member has knowingly permitted an ineligible noncitizen not listed on this Lease to permanently reside in the Dwelling Unit.
- z. Allowing juvenile behavior which constitutes material breaches of this Lease including, but not limited to, vandalism, criminal behavior, including drug-related criminal activity and curfew violation. Juveniles will not be allowed to be outside the Dwelling Unit on Landlord property after the established curfew hour as set out by Oklahoma City Municipal Ordinance. Tenant will be held responsible for such juveniles.
 - aa. Determination or discovery that Tenant is a registered sex offender; is fleeing to avoid prosecution, custody, or confinement after conviction, for a crime or attempt to commit a felony; or is violating a condition of Tenant's probation or parole.
 - bb. Tenant absence from the Dwelling Unit for more than 180 consecutive days without providing Landlord adequate verification that they are living in the Dwelling Unit, or abandonment of the Dwelling Unit by Tenant.
 - cc. Any other good cause.

SECTION 18. NOTICE OF LEASE TERMINATION. If Landlord proposes to terminate this Lease, Tenant shall be given written Notice of Lease Termination of the proposed termination, as listed below:

- a. For failure to pay rent, at least fourteen (14) days before the Lease terminates;
- b. For creation or maintenance of a threat to health or safety of other Tenants or Landlord's employees, a reasonable time, based on the urgency of the situation and not less than at least forty-eight (48) hours, before the Lease terminates.
- c. For all other cases, at least thirty (30) days before the Lease terminates.

Any notices required by Oklahoma State or local law may be combined with or run concurrently with a Notice of Lease Termination required by this Lease. The Notice of Lease Termination from Landlord shall be either personally delivered to Tenant or to an adult member of Tenant's family residing in the Dwelling Unit, or posted in a conspicuous place on the Dwelling Unit and a copy sent to Tenant by First Class Mail, properly addressed, postage pre-paid. The notice shall:

- i. Specify the date the Lease shall be terminated.
- ii. State the grounds for termination with enough detail for Tenant to prepare a defense. Landlord shall rely solely on the grounds stated in the Notice of Lease Termination in the event an eviction action is initiated.
- iii. Advise Tenant of the right to reply as he/she may wish, to examine Landlord's documents directly relevant to the termination or eviction, to use the Grievance Procedures to contest the termination, and/or to defend the action in court.

SECTION 19. LEASE TERMINATION BY TENANT. Tenant shall give Landlord thirty (30) days' written notice before moving from the Dwelling Unit by completing a "Tenant Notice of Termination" form. If Tenant does not give the full notice, Tenant shall be liable for rent to the end of the notice period or to the date the Dwelling Unit is re-rented, whichever date comes first.

SECTION 20. TERMINATION OF LEASE UPON DEATH OR INCAPACITY OF TENANT.

- a. Tenant shall provide Landlord with the name, address, and telephone number of a person to contact in the event of Tenant's death.
- b. By executing this Lease, Tenant expressly authorizes Landlord, in the event of Tenant's death, to:
 - i. grant the person designated in paragraph "a" above access to the Dwelling Unit at a reasonable time and in the presence of Landlord's agent;
 - ii. allow the person designated in paragraph "a" above to remove any of Tenant's property found in the Dwelling Unit; and
 - iii. refund Tenant's Security Deposit, less lawful deductions, to the person designated under paragraph "a" above.
- c. This Lease shall terminate upon the death of Tenant or, if there is more than one Tenant, upon the death of all Tenants, provided that the following procedures are followed. Upon the death of Tenant, or if there is more than one Tenant, upon the death of all Tenants:
 - i. Landlord or Landlord's agent may remove and store all property found in Tenant's Dwelling Unit;
 - ii. Landlord shall turn over possession of the property to the person designated by Tenant under paragraph "a" above or to any other person lawfully entitled to the property if the request is made prior to the property being discarded pursuant to subparagraph "5" of this paragraph;
 - iii. Landlord shall refund Tenant's Security Deposit, less lawful deductions, including the cost of removing and storing the property, to the person designated under paragraph "a" above or to any other person lawfully entitled to the refund;
 - iv. any person who removes property from Tenant's Dwelling Unit shall sign an inventory of the property being removed at the time of removal and submit the signed inventory to Landlord; and
 - v. Landlord may discard the property removed by Landlord from Tenant's Dwelling Unit if:
 - (1) Landlord has mailed a written request by certified mail, return receipt requested, to the person designated under paragraph "a" above, requesting the property be removed;
 - (2) the person failed to remove the property by the thirtieth (30th) day after the postmark date of notice; and
 - (3) Landlord, prior to the date of discarding the property, has not been contacted by anyone claiming the property.
- d. If Tenant, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this Lease and Landlord cannot make a reasonable accommodation to enable Tenant to comply with the Lease; then Landlord will assist Tenant or designated member(s) of Tenant's family to move Tenant to more suitable housing. If there are no family members, Landlord will work with appropriate agencies to secure suitable housing. This Lease will terminate upon Tenant moving from the Dwelling Unit.

SECTION 21. PROPERTY ABANDONMENT. If Tenant abandons the Dwelling Unit, the Landlord shall take possession of Tenant's personal property remaining on the premises, and shall store and care for the property in accordance with Oklahoma Law, unless such property has no ascertainable or apparent value. Landlord will consider the unit to be abandoned when Tenant has fallen behind in rent and has clearly indicated by words and/or actions an intention not to continue living in the unit. Personal property with ascertainable or apparent value left by Tenant shall be placed in storage by the Landlord. If Tenant does not reclaim said personal property through the Main Office of the Landlord within thirty (30) days from the date of storage of the personal property and pay all charges due the Landlord, including storage charges, all of said personal property left by Tenant shall be deemed to be abandoned by Tenant and the Landlord shall proceed to dispose of the property.

SECTION 22. DELIVERY OF NOTICES. Except as provided in Section 15 hereof, all notices required or which may be given under this Lease shall be in writing and shall be considered properly given if delivered to Tenant personally or to any family member over the age of twelve (12) years residing in the Dwelling Unit, or, if sent by U.S. Mail, properly addressed to Tenant at the Dwelling Unit with first-class postage paid. If Tenant is visually impaired, all notices shall be in an accessible format. Notice to the Landlord shall be in writing, delivered to the Development Office or to the Main Office or sent by prepaid first-class mail properly addressed.

SECTION 23. GRIEVANCES. All grievances on the part of Tenant arising under this Lease shall be processed and resolved pursuant to the Grievance Procedure of the Landlord which is in effect at the time such grievances arise, with the exception of 48-hour Notices of Lease Termination given to Tenants for noncompliance which causes or threatens to cause imminent and irreparable harm. Said Grievance Procedure is on file at the office of the Landlord and shall be available for inspection by any Tenant Monday through Friday of each week between the hours of 8:00 a.m. and 5:00 p.m. A copy will be provided to Tenant or Tenant Organization at no charge. Subsequent copies will be made available at the Landlord's standard fee. Under said Grievance Procedure, Tenant shall have the opportunity to present any grievance before a hearing officer, who shall be selected by the Authority on the basis of being an impartial person who did not make or approve the Authority action under review, nor is a subordinate of someone who did, and after consulting with any applicable Resident Organization (as defined by 24 C.F.R. § 966.53(g)).

SECTION 24. HOUSE RULES. Tenant agrees to obey any House Rules that are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of other tenants. The Landlord may modify such rules from time to time, provided that Tenant receives written notice of the proposed change, reasons for the change and an opportunity to submit written comments during a thirty- (30-) day comment period at least thirty (30) days before the proposed effective date of the change in the Rule. Existing House Rules are posted at the Development.

SECTION 25. DISCRIMINATION PROHIBITED. The Landlord shall not discriminate based upon race, color, creed, religion, national origin, sex, marital status, age, handicap or disability, family status, or recipients of public assistance and shall comply with all nondiscrimination requirements of Federal, State and local law.

SECTION 26. REQUIREMENT OF COMMUNITY SERVICE. The Landlord shall identify all adult family members who are not exempt from the community service requirement. This notification will advise families that their community service obligation will begin effective with this Lease. Failure to comply with the requirement will result in ineligibility for continued occupancy at the subsequent annual renewal of the Lease.

SECTION 27. VIOLENCE AGAINST WOMEN ACT. The Landlord shall abide by the Violence Against Women Act. The Violence Against Women Reauthorization Act of 2013 (VAWA), provides that "criminal activity directly relating to domestic violence, dating violence, or stalking, engaged in by a member of Tenant's household or any guest or other person under Tenant's control, shall not be cause for termination of the tenancy or occupancy rights, if Tenant or immediate family member of Tenant's family is the victim or threatened victim of that abuse." HUD Forms 5380 and 5382 are incorporated by reference into this Lease.

SECTION 28. REASONABLE ACCOMMODATIONS. For all aspects of the Lease and grievance procedures, a disabled Tenant, or member of Tenant's household, shall be provided reasonable accommodations to the extent necessary to provide the disabled person with an opportunity to use and occupy the Dwelling Unit equal to a nondisabled person. Tenant may, at any time during the tenancy, request reasonable accommodations of a handicap of a household member, including reasonable accommodation so that Tenant can meet Lease requirements and other requirements of tenancy. Reasonable accommodation shall be defined as applicable Statutes of Section 504 of the Rehabilitation Act of 1973, as amended.

SECTION 29. PUBLIC LIABILITY. The Landlord shall not be liable for any damage, loss or injury to the person, property, or effects of Tenant, or of any guest or visitor of Tenant, suffered on, in, or about the Dwelling Unit or on the common areas and grounds of the Development, except for any damage, loss or injury which shall be caused by the negligence or willful misconduct of the Landlord or its agents, representatives, or employees. Further, the Landlord shall not be liable for any damages arising from the acts or neglect of the other occupants in the Development or from the occupants or owners of adjacent property.

SECTION 30. MODIFICATIONS TO LEASE. This Lease may be modified at any time by written agreement of Tenant and Landlord. Any modification must be accomplished by a written rider to the Lease executed by both parties except as provided in Sections 8-10 and Section 24 of this Lease.

SECTION 31. LANDLORD POLICIES AND PROCEDURES. Tenant certifies that he/she has received a copy of this Lease and the following policies and procedures, as such policies and procedures are in effect as of the date of this Lease, and agrees to comply with these policies and procedures, as they may be amended or revised from time to time pursuant to Landlord’s established rule- and policy-making procedures:

- a. Oklahoma City Housing Authority Animal Ownership Policy;
- b. Oklahoma City Housing Authority Bed Bug Policy;
- c. Oklahoma City Housing Authority Tobacco-Free Policy;
- d. Oklahoma City Housing Authority Grievance Procedures; and
- e. Oklahoma City Housing Authority House Rules.

SIGNATURES:

Tenant: 1) _____
Head of Household Date

Tenant: 2) _____
Date

Tenant: 3) _____
Date

Oklahoma City Housing Authority
Mark W. Gillett
Executive Director
("Landlord")

By: _____
OCHA Representative Date

OKLAHOMA CITY HOUSING AUTHORITY
ANIMAL OWNERSHIP POLICY

Section 526 of the Quality Housing and Work Responsibility Act of 1998 provides for the ownership of pets in Federally assisted rental housing. Section 227 of the Housing and Urban – Rural Recovery Act of 1983 provides for the ownership of pets in Federally assisted rental housing built exclusively for occupancy by the elderly and handicapped. This Animal Ownership Policy is required to assure compliance with these laws and to establish the requirements and procedures primarily for ownership of a dog or cat. There may be additional requirements and procedures for ownership of other common household pets, which may be secured from the Housing Manager. Other common household pets include birds, fish, caged hamsters, gerbils or guinea pigs only. Snakes or other reptiles, skunks and other animals will not be accepted. The pet requirements in this Policy do not apply to assistance animals that are used to assist the disabled. This exclusion applies to animals that reside in the developments as well as to animals that assist the disabled persons who visit these properties that have been approved by the Oklahoma City Housing Authority (“Authority”) (full policy regarding service/assistance animals is located in Chapter 14 of the Admissions and Continued Occupancy Policy.) The Authority retains the right to revise this Policy at any time through the Authority’s established procedures.

1. Pet Requirements.

- a. Pet ownership is limited to two (2) animals, only one (1) of which may be a dog or cat. No pet may exceed fifteen (15) pounds in weight or fifteen (15) inches in height at physical maturity. Consideration must be given to the age of the animal to insure its full-grown size will not exceed these size limits.
- b. Chows, Pit bulls, Dobermans, Rottweilers, or any other dog breeds commonly known to be used in dog fighting will not be allowed.
- c. Specific to Senior Citizen Communities:
 - i. Pets may be outside their owner’s dwelling unit only if on a leash not exceeding (5) feet in length.
 - ii. Pets are not allowed in common areas except while entering or leaving the building.
 - iii. Pet owners must ensure that a current and completed Sponsor Statement is on file in the Management Office at all times. The Sponsor must not live in an Authority community and must be willing to remove the pet should the owner be unable to care for the pet.
 - iv. Pets may be exercised only in designated areas.
- d. Specific to Family Housing Communities:
 - i. Pets may be outside their owner’s dwelling unit only if on a leash or confined within a fenced-in area.

2. Pet Procedures.

- a. Pet ownership is permitted only with written permission from the appropriate Housing Manager. Such permission is granted only through completion of a Pet Ownership Agreement (OCHA 413) that contains this Policy. When executed, the Pet Ownership Agreement becomes a part of a tenant’s dwelling lease.
- b. A refundable \$200.00 Pet Deposit is required upon execution of a Pet Ownership Agreement. The deposit will be refunded upon termination of the Pet Ownership Agreement, provided the tenant has complied with all terms and conditions. All or part of the deposit may be applied to damages suffered by the Authority due to noncompliance. Pets registered in Family Housing prior to January 1, 2001, are exempt from the deposit.
- c. At the time a Pet Ownership Agreement is executed, the tenant requesting pet ownership shall supply a statement from a licensed veterinarian verifying that the pet:
 - i. Is neutered or spayed;

- ii. Is in good health, free of internal and external parasites (such as fleas ticks, worms); and
- iii. Has received required inoculations.

Tenants shall submit an updated statement to the Authority annually. In addition, all pets must wear a tag at all times indicating the status of inoculations and must be kept free of external parasites during the term of the Agreement.

3. **Tenant Responsibilities.**

- a. Tenants are individually responsible for any bodily and property injury caused by their animals.
- b. Tenants are responsible for proper removal and cleanup of all animal waste both inside and outside their dwelling unit.

4. **Assistance Animals.**

- a. For purposes of this policy, an assistance animal includes both service animals (as defined by the Americans With Disabilities Act) and assistance animals (as defined by the Fair Housing Act).
- b. Assistance animals must be requested by a tenant and approved by the Authority as a reasonable accommodation to assist with a person with disabilities in the household. Persons with disabilities that are not readily apparent or known to the Authority may be required to submit reliable documentation of a disability and their disability-related need for an assistance animal.
- c. Assistance animals are not pets. When a reasonable accommodation has been granted, the person with disabilities will be exempt from the pet deposit, size, and weight limitations in the Policy.
- d. Tenants must care for assistance animals in a manner that complies with state and local laws, including anti-cruelty laws.
- e. Tenants must ensure that assistance animals do not pose a direct threat to the health or safety of others, or cause substantial physical damage to the Authority-owned property, their dwelling unit, or property of other residents.
- f. When a tenant's care or handling of an assistance animal violates these policies, the Authority will consider whether the violation could be reduced or eliminated by a reasonable accommodation. If the Authority determines that no such accommodation can be made, the Authority may withdraw the approval of a particular assistance animal.

5. **Temporary Animals.** Animals that are not owned by a tenant are not allowed on Authority-owned property. Tenants are prohibited from feeding or harboring stray animals.

6. **Result of Violations.** The Authority shall notify tenant, in writing, of any infraction of the terms and conditions of this Policy, giving five (5) days to correct the problem. Tenant may request to meet with the Housing Manager to discuss the infraction. If the infraction is not corrected, the Authority retains the right to terminate the Agreement and request removal of the pet. The Authority also retains the right to immediately request the removal of any pet whose conduct is duly determined to constitute a nuisance or danger to other residents' peaceful enjoyment of their accommodations. Failure to comply with this Policy may also be a material breach of a tenant's public housing lease and may be good cause for termination or non-renewal by the Authority.

OKLAHOMA CITY HOUSING AUTHORITY
BED BUG POLICY

With the pandemic of bedbugs throughout the United States, it has become necessary to adopt this Bed Bug Policy regarding pest control, in general, and bed bug elimination, specifically.

1. **Move-In.** The Oklahoma City Housing Authority (“Authority”) shall inspect each dwelling unit and confirm no bed bug infestations prior to each tenant’s move-in date. Tenants must ensure that all furnishings and other personal property moved into a dwelling unit are free of bed bugs or cockroaches. Tenants must agree to maintain the dwelling unit in a condition that prevents infestation from occurring.
2. **Housekeeping and Inspection.** Tenants shall ensure good housekeeping is practiced in the dwelling unit, including, at minimum, the following steps:
 - a. Removing all clutter. Reducing clutter reduces places where pests, particularly bed bugs and cockroaches, can nest and hide.
 - b. Keeping the dwelling unit clean, vacuuming, mopping and dusting regularly. This is especially important around and under the bed and drapes.
 - c. Inspecting any second-hand furniture, especially mattresses, and insure all are pest-free before bringing onto Authority-owned property.
 - d. Not bringing discarded or found items into the dwelling unit.
3. **Duty to Report.** Tenants shall report any problems related to pests immediately, specifically:
 - a. Reporting any signs of pests, especially bed bugs, immediately. Even a few bed bugs can multiply quickly to create a major infestation that can spread to other units.
 - b. Reporting any maintenance problems immediately. Pests can hide in cracks, holes or other openings.
4. **Mandatory Cooperation.** Tenants shall allow access to their dwelling units for pest inspection or control measures. Tenants shall cooperate with the necessary pest control measures, including:
 - a. Providing pest control professionals access to the dwelling unit upon a reasonable (48-hour) notice to inspect and treat if necessary.
 - b. Completing all of the required items on the Bed Bug Treatment Agreement and Preparation Sheet prior to the date and time specified on the 48-hour notice.
 - c. Not selling, giving away or leaving infested furniture or other items in common areas, in any other dwelling units, or setting them next to a dumpster. Discarded items must be placed in a large plastic bag, sealed completely and disposed of as directed by Authority staff. There will be no disposal charges to any items disposed of appropriately. However, disposal charges will be assessed to tenants for items which are not disposed of appropriately.
5. **Personal Property.** The Authority shall not be liable to any tenant for any loss of personal property as a result of an infestation of bed bugs. Tenants are encouraged to obtain personal property insurance to cover such losses.

6. **Result of Violation.** A material violation of this Policy by an Authority tenant or tenant's guest shall be a material breach of that tenant's public housing lease and may be good cause for termination or non-renewal by the Authority. The following will be considered material violations:
- a. Any misrepresentation as to compliance with this Policy.
 - b. Refusal to execute the Bed Bug Treatment Agreement and Preparation Sheet.
 - c. Failure to promptly notify the Authority of the presence of bed bugs or other pests.
 - d. Failure to adequately prepare for treatment, as determined by a pest control professional in his or her sole discretion.
 - e. Refusal to allow the Authority to inspect a dwelling unit.
 - f. Any action which prevents treatment of the dwelling unit and potentially exacerbates or increases the infestation.

OKLAHOMA CITY HOUSING AUTHORITY
TOBACCO-FREE POLICY

1. Definitions.

- a. *Authority* means the Oklahoma City Housing Authority.
- b. *Authority-Owned Property* means any building or property owned by the Authority.
- c. *Smoking* means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other Tobacco Product or similar lighted product in any manner or in any form.
- d. *Tobacco-Free* means the prohibition of the use of any Tobacco Products, including Vapor Products, by anyone, anywhere on Authority-Owned Property, at any time.
- e. *Tobacco Product* means any product that contains or is derived from tobacco or common tobacco alternatives (*i.e.*, herbal snuff) and is intended for human consumption excluding drugs or devices approved for cessation by the United States Food and Drug Administration.
- f. *Vapor Product* means noncombustible products, that may or may not contain nicotine, that employ a mechanical heating element, battery electronic circuit, or other mechanism, regardless of shape or size, that can be used to produce vapor in a solution or other form. "Vapor products" shall include any vapor cartridge or other container with or without nicotine or other form that is intended to be used with an electronic cigarette, electronic cigar, electronic cigarillo, electronic pipe, or similar product or device. "Vapor products" do not include any products regulated by the United States Food, Drug and Cosmetic Act.

2. Generally. The Authority desires to mitigate (i) the irritation and known health effects caused by secondhand smoke and Tobacco Products; (ii) the increased maintenance, cleaning, and redecorating costs from smoking; (iii) the increased risk of fire from smoking; and (iv) the litter and damage caused by use of Tobacco Products and Vapor Products on Authority-Owned Property. Authority-Owned Property shall be Tobacco-Free. Smoking, use of Tobacco Products, and use of Vapor Products are prohibited in all dwelling units, including any associated balconies, decks, or patios, and in the common areas of the buildings, including, but not limited to, community rooms, community bathrooms, lobbies, reception areas, hallways, laundry rooms, stairways, offices, and elevators. Smoking and use of vapor products are prohibited on all Authority-Owned Property.

3. Authority Not a Guarantor of Tobacco-Free Environment. The Authority's adoption of a tobacco-free living environment does not make the Authority or any of its managing agents the guarantor of tenant or guest health, or of the tobacco-free condition of any unit or common area. The Authority specifically disclaims any implied or express warranties that the building, common areas, or premises will have any higher or improved air quality standards than any other rental property. The Authority cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. However, the Authority shall take reasonable steps to enforce the Tobacco-Free terms of its Lease and this Policy. The Authority is not required to take steps in response to tobacco usage unless the Authority knows of said tobacco usage or has been given written notice of said tobacco usage. Authority tenants acknowledge that the Authority's ability to police, monitor, or enforce this Policy is dependent in significant part on voluntary compliance by tenants and guests. Tenants with respiratory ailments, allergies or any other physical or mental condition relating to smoke are put on notice that the Authority does not assume any higher duty of care to enforce this Policy than any other Authority policy or any portion of any public housing lease.

4. Effect of Violation. A material violation of this Policy by an Authority tenant or tenant's guest shall be a material breach of that tenant's public housing lease and may be good cause for termination or non-renewal by the Authority. Proof of violations of this Policy shall be by preponderance of evidence as one or more of the following: the smell of burning tobacco, burns inside the dwelling, ashes or other such items related to any Tobacco Products or Vapor Products. [*Note:* Tenants should be aware that federal law still classifies marijuana as an illegal drug, and that

federal law overrides Oklahoma’s medical marijuana law. Therefore, the use, sale, or possession of marijuana on Authority-owned property is strictly prohibited.]

SAMPLE

OKLAHOMA CITY HOUSING AUTHORITY
TENANT GRIEVANCE PROCEDURE

1. **Purpose and Scope.** The purpose of this Tenant Grievance Procedure (“Grievance Procedure”) is to set forth the requirements, standards, and criteria for a grievance procedure to be established and implemented by the Oklahoma City Housing Authority (“Authority”) to assure that tenants are afforded an opportunity for a hearing if the tenant disputes within a reasonable time any action or failure to act by the Authority involving the tenant’s public housing lease (“Lease”) or the Authority regulations which adversely affect the individual tenant’s rights, welfare, or status.
2. **Applicability.** This Grievance Procedure shall be applicable to all individual grievances (as defined in Section 4) between the tenant and the Authority. However, the Authority excludes from its Grievance Procedure any grievance concerning an eviction or termination of tenancy based upon a tenant’s creation or maintenance of a threat to the health or safety of other tenants or the Authority’s employees. In such instances, a tenant will be given the opportunity for a hearing in court which provides the basic elements of due process (as defined in Section 4 below) in lieu of following the procedures described in this Grievance Procedure. This Grievance Procedure shall not be applicable to disputes between tenants not involving the Authority or to class grievances. The Grievance Procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of tenants and the Authority’s Board of Commissioners.
3. **Requirements.** This Grievance Procedure is adopted in accordance with the requirements, standards, and criteria of the Department of Housing and Urban Development (“HUD”), with such modifications as are required by state law. This Grievance Procedure shall be made a part of all tenant Leases.
4. **Definitions.** For the purpose of this section, the following definitions are applicable:
 - a. *Complainant* shall mean any tenant whose grievance is presented to the Authority at its main offices or at the project offices in accordance with Sections 5 and 6.
 - b. *Elements of due process* shall mean an eviction action or a termination of tenancy in a state or local court in which the following procedural safeguards are required:
 - i. Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction;
 - ii. Opportunity for the tenant to examine all relevant documents, records, and regulations of the Authority prior to the trial for the purpose of preparing a defense;
 - iii. Right of the tenant to be represented by counsel;
 - iv. Opportunity for the tenant to refute the evidence presented by the Authority, including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have; and
 - v. A decision on the merits.
 - c. *Grievance* shall mean any dispute which a tenant may have with respect to the Authority’s action or failure to act in accordance with the individual tenant’s Lease or the Authority’s regulations which adversely affect the individual tenant’s rights, duties, welfare, or status.
 - d. *Hearing officer* shall mean a person selected in accordance with section 6 to hear grievances and render a decision with respect thereto.
 - e. *Tenant* shall mean the adult person (or persons) (other than a live-in aide) who resides in the unit and who executed the Lease as the lessee, or, if no such person now resides in a leased dwelling unit, the remaining head of household (who resides in the dwelling unit) of the tenant family residing in the leased dwelling unit.

5. **Informal Settlement of Grievance.** Any grievance shall be personally presented, either orally or in writing, within (10) working days of the grievable event, to the Authority's main offices or to the office of the project in which the complainant resides. Within ten (10) working days of such presentment, the Authority shall arrange a meeting with the complainant at a mutually agreeable time so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within five (5) working days after the discussion, with one copy given to the complainant and one retained in the Authority's files. The summary shall specify the names of the participants, date of meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures by which a hearing under Section 6 may be obtained if the complainant is not satisfied.

6. **Procedure to Obtain Hearing.**

- a. **Request for Hearing.** The complainant shall submit a written request for a hearing to the Authority or to the project office not later than five (5) working days after receipt of the summary of discussion pursuant to Section 5. The written request shall specify the reasons for the grievance and the action or relief sought.
- b. **Selection of Hearing Officer.** Grievances shall be presented before a hearing officer. A hearing officer shall be selected as follows:
 - i. The grievance hearing must be conducted by an impartial person or persons appointed by the Authority, other than the person who made or approved the Authority action under review, or a subordinate of such person.
 - ii. Any applicable Resident Organization (as defined by 24 C.F.R. § 966.53(g)) shall be consulted prior to the appointment of the Hearing Officer.
- c. **Failure to Request Hearing.** If a complainant does not request a hearing in accordance with this paragraph, then the Authority's disposition of the grievance under Section 5 shall become final, provided, that failure to request a hearing shall not constitute a waiver by the complainant of his/her right thereafter to contest the Authority's action in disposing of the complaint in an appropriate judicial proceeding.
- d. **Hearing Prerequisite.** All grievances shall be personally presented either orally or in writing pursuant to the informal procedure prescribed in Section 5 as a condition precedent to a hearing under this section, provided, that if the complainant shall show good cause why he failed to proceed in accordance with Section 5 to the hearing officer, the provisions of this subsection may be waived by the hearing officer.
- e. **Scheduling of Hearing.** Within ten (10) days of complainant's compliance with paragraphs *a* and *d* of this section, a hearing shall be scheduled and written notification sent to complainant by the hearing officer for a time and place reasonably convenient to both the complainant and the Authority. The written notification specifying the time, place, and the procedures governing the hearing shall be delivered to the complainant and the appropriate Authority official.

7. **Procedures Governing Hearing.**

- a. The hearing shall be held before a hearing officer.
- b. The complainant shall be afforded a fair hearing, which shall include:
 - i. The opportunity to examine before the hearing and, at the expense of the complainant, to copy all documents, records, and regulations of the Authority that are relevant to the hearing. Any document not so made available after request, therefore, by the complainant may not be relied on by the Authority at the hearing;
 - ii. The right to be represented by counsel or other person chosen as his/her representative;
 - iii. The right to a private hearing unless the complainant requests a public hearing;

- iv. The right to present evidence and arguments in support of his/her complaint, to controvert evidence relied on by the Authority or project management, and to confront and cross-examine all witnesses on whose testimony or information the Authority or project management relies;
 - v. A decision based solely and exclusively upon the facts presented at the hearing; and
 - vi. The right to be provided reasonable accommodation for persons with disabilities to participate in the hearing. (Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations or attendants. If the complainant is visually impaired, any notice to the complainant required in the grievance procedure will be in an accessible format.)
- c. The hearing officer may render a decision without proceeding with the hearing if the hearing officer determines that the issue has been previously decided in another proceeding.
 - d. If the complainant or the Authority fails to appear at a scheduled hearing, the hearing officer may make a determination to postpone the hearing for not to exceed five (5) business days or may make a determination that the party has waived his right to a hearing. Both the complainant and the Authority shall be notified of the determination by the hearing officer, provided, that a determination that the complainant has waived his right to a hearing shall not constitute a waiver of any right the complainant may have to contest the Authority's disposition of the grievance in an appropriate judicial proceeding.
 - e. At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the Authority must sustain the burden of justifying the Authority's action or failure to act against which the complaint is directed.
 - f. The hearing shall be conducted informally by the hearing officer and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The hearing officer shall require the Authority, the complainant, counsel, and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.
 - g. The complainant or the Authority may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

8. Decision of Hearing Officer.

- a. The hearing officer shall prepare a written decision, together with the reasons therefore, within ten (10) working days after the hearing. A copy of the decision shall be sent to the complainant and the Authority. The Authority shall retain a copy of the decision in the tenant's folder. A copy of such decision, with all names and identifying references deleted, shall also be maintained on file by the Authority and made available for inspection by a prospective complainant, his representative, or the hearing panel or hearing officer.
- b. The decision of the hearing officer shall be binding on the Authority, which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the matter is presented to the Authority's Board of Commissioners within ten (10) working days of the date the hearing officer's decision issued, and the Board of Commissioners determines, within thirty (30) calendar days, and promptly notifies the complainant, within ten (10) working days of its determination, that:
 - i. The grievance does not concern an Authority action or failure to act in accordance with or involving the complainant's Lease or the Authority's regulations, which adversely affect the complainant's rights, duties, welfare, or status; or

- ii. The decision of the hearing officer is contrary to applicable Federal, State, or local law, HUD regulations, or requirements of the Annual Contributions Contract between HUD and the Authority.
 - c. A decision by the hearing officer or Board of Commissioners in favor of the Authority or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, any rights the complainant may have to a trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.
9. **Authority Eviction Actions.** If a tenant has requested a hearing in accordance with Section 6 on a complaint involving an Authority notice of termination of the tenancy and the hearing officer upholds the Authority's action to terminate the tenancy, the Authority shall not commence an eviction action in a state or local court until it has served a notice to vacate on the tenant, and in no event shall the notice to vacate be issued prior to the decision of the hearing officer having been mailed or delivered to the complainant. Such notice to vacate must be in writing and specify that 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 will be brought against him/her and he/she may be required to pay court costs and attorney fees.

SAMPLE

OKLAHOMA CITY HOUSING AUTHORITY
HOUSE RULES

This document is for the premises located at _____. For purposes of these House Rules, *tenants* shall mean tenants under a public housing lease and all members of those tenants' household, and *Authority* means the Oklahoma City Housing Authority or its designated representatives.

1. Noise and Conduct.

- a. Excessive noises, or any other actions which will interfere with the rights comforts or conveniences of other persons, are strictly prohibited.
- b. Musical instruments, television sets, stereos, radios, and other entertainment items shall not be played or used at a volume which will disturb others.
- c. Frequent or noisy use of car alarms, alarm "chirps", car radios, car audio systems or other noise-making devices which will disturb other residents are prohibited.
- d. Activities and conduct outside of dwelling units (*i.e.*, in common areas, parking areas, or on the street near buildings) which are likely to disturb other persons are prohibited.
- e. Children shall not be allowed to play in the public hallways or stairs.
- f. Calling or conversing with other persons from dwelling units down to the street or parking is prohibited.
- g. Sleeping is not permitted on balconies or common areas or stairwells.
- h. No noise shall be created, or be permitted to be created, between the hours of 10:00 PM and 8:00 AM that is disturbing to other residents.
- i. As a courtesy to those that go to bed early, knock softly on the door, to avoid disturbing others.
- j. Proper clothing must be worn in all common areas: no bare feet, no night gowns, and no robes.
- k. Open containers shall not be carried through hallways and other common areas.
- l. Electric wheelchairs shall not be permitted to speed through hallways or common areas.
- m. Common areas will close at 10:00 PM.
- n. The Authority is determined to help create an environment that is safe and life-affirming for all residents and staff. Acts of bullying, harassment and intimidation are an attack on the right to the safety and respect that each individual on this property is entitled to. Management will promptly report and investigate all incidents of bullying and harassment.
- o. Any criminal activity, including the possession or use of illegal drugs, is strictly prohibited.

Note: Criminal activity and drug possession may be a violation of a tenant's lease resulting in lease termination. Tenants should be aware that federal law classifies marijuana as an illegal drug, and that federal law overrides Oklahoma's medical marijuana law. Thus, it is illegal to use marijuana on Authority-owned property. Any violation of this rule constitutes a serious material violation of a tenant's lease and is grounds for termination and/or eviction.

2. Cleanliness and Trash.

- a. Dwelling units shall be kept clean, sanitary and free from objectionable odors at all times.
- b. Smoking, use of tobacco products of any kind (or common tobacco substitutes), and use of vapor products are not permitted on Authority-owned property.
- c. Trash and other materials shall not be permitted to accumulate in the dwelling unit, to cause a hazard or be in violation of any health, fire or safety ordinance or regulation.
- d. Garbage shall not be permitted to accumulate. All garbage shall be placed in the trash containers provided for that purpose on a daily basis.
 - i. Large boxes shall be broken apart before being placed in separately-designated containers located in the garbage room area or in a garbage chute.
 - ii. Garbage bags shall be tied securely and carried to the designated garbage area.
 - iii. Do not place garbage in hallways or under stairs or balconies.
 - iv. Do not place large garbage bags down garbage chute.
 - v. No raw garbage should be thrown down the garbage chute or in a trash receptacle.
 - vi. Do not overfill trash receptacles.
 - vii. Do not place broken appliances (such as TV's, VCR's, etc.) in the garbage chute.
- e. Contact the Housing Manager for assistance gaining access to the garbage room.
- f. Tenants shall be responsible, at their expense, for hauling to the landfill or disposing of those items too large to fit in the trash receptacles and those items related to a business (non-residential related trash).
- g. Large appliances or furniture shall not be left in parking area or on the street.
- h. Tenants' furniture shall be kept inside their dwelling units, and unsightly items kept out of view. Furniture should not block any form of egress.
- i. No personal articles shall be kept in front of dwelling unit entrances, hallways, and other common areas.
- j. Clothing, curtains, rugs, and other coverings and clothes shall not be shaken or hung outside of any window, ledge, or balcony.
- k. Patios/balconies must be kept clean and free of all items except for approved patio furniture and plants. Some properties, including Candle Lake Center, may not have any items on the entire balcony.
- l. Privacy screens are not permitted.
- m. Placement of any items or signs in or on windows, common area doors or common area hallways. (*i.e.*, trophies, beer signs, etc.), are not permitted. Inappropriate signage or posters that distracts from appealing environment is not permitted. Dwelling unit door decorations (wreaths, dry erase boards) are permitted. Tenants shall be mindful not to cause damage to property when hanging decorations.
- n. Combustible or hazardous materials may not be disposed of in trash receptacles or garbage chutes.

- o. Pets or assistance animals shall use only proper designated areas for urinating and defecating. Pet and assistance animal owners are responsible for cleaning up after their animals and ensuring that all animal excrement is placed in proper trash receptacles.
- p. Upon move-out, tenants are required to dispose of any household items, trash, and garbage at their own cost and will be charged a hauling fee if items are left for the Authority to remove.
 - i. Move-out/move-in hours are between 9:00 AM and 9:00 PM only.
 - ii. No moving or deliveries are permitted through the front lobby.

3. Laundry Facility.

- a. All trash, including lint from dryers, shall be placed in the proper trash receptacles.
- b. Laundry facilities are for tenants only.
- c. All clothing must be removed immediately after washing and drying.
- d. Clothing left in the laundry room will be discarded.
- e. Laundry facility hours will be 8:00 AM to 10:00 PM. All laundry is to be finished by 9:45 PM.

4. Safety/Security.

- a. Security is the responsibility of each tenant and guest. The Authority assumes no responsibility or liability, unless otherwise provided by law, for tenants' and guests' safety and security, or for injury or damage caused by criminal acts of other persons.
- b. Consumption of alcohol is permitted only within dwelling units. It is not permitted in any common area or external portion of Authority-owned property.
 - i. Kegs of alcoholic beverages are not permitted on Authority-owned property.
- c. The use or sale of illegal drugs is expressly prohibited in or on Authority-owned property.
- d. Dwelling unit doors shall be locked during tenants' absence.
- e. When cooking, always use the vent fan over the stove. If vent fans are not used, there is a probability a smoke detector will sound. If a dwelling unit fills with smoke:
 - i. Do not open dwelling unit doors to let the smoke vent.
 - ii. Open your windows and use a box fan to circulate the smoke from the apartment.
- f. Pull emergency cords only if there is an emergency that requires assistance.
- g. All appliances shall be turned off during tenants' absence.
- h. When leaving for an extended period (more than fourteen (14) days), tenants should notify the Authority about how long tenants will be away.
- i. The use or storage of gasoline, cleaning solvent or other combustibles inside dwelling units is prohibited.

- j. Gas grills, charcoal barbecues or other combustible cooking apparatus shall not be used on porches, balconies or patios adjacent to building.
- k. Personal belongings, including bicycles, play equipment or other items, shall not be left unattended in the halls or about the building.
- l. Tenants witnessing someone fall in or outside Authority-owned property shall always notify the Housing Management Office.
- m. Tenants shall maintain their dwelling units in a condition that does not create a fire and/or health hazard, including repulsive odor. Incense (burned) or candles are not permitted on Authority-owned property.
- n. Guests not on a tenant's lease may not stay at that tenant's dwelling unit longer than three (3) consecutive days in one (1) twelve-month period without first obtaining the Housing Manager's prior approval.
- o. Feeding of stray animals is not permitted.
- p. No guest pets are allowed in or on Authority-owned property.
- q. Tenants must follow the requirements and procedures described in the Authority's Animal Ownership Policy.
- r. Roof and fire escape areas shall not be accessed unless for emergency purposes. Any unauthorized roof and fire escape access will be reported immediately to the Police Department and will be grounds for immediate termination of tenant lease and/or eviction.
- s. The use, display, or discharge of a firearm, weapon (including bladed weapons), air gun, gas operated gun, spring gun, or any bow or slip-type instrument, made for purpose of throwing or projecting missiles of any kind, in violation of municipal or state law, is expressly prohibited. Acts of physical violence of any kind shall not be tolerated.
- t. Residents must report all accidents, including falls, on property to manager as soon as possible
- u. When a portable oxygen tank is in use, the resident agrees to become familiar with and comply with all safety precautions associated with use of portable oxygen. Because of the extreme risk to other residents, unsafe use of portable oxygen tanks and other such devices is considered a lease violation.
- v. Fires are a serious problem in any apartment community. Though damage is usually confined to property loss and damage, the loss of personal items can be quite an emotional experience. Most often started through carelessness with cooking, matches, cigarettes and candles, many fires can be avoided by using caution and common sense. If a fire is started due to carelessness on the part of the resident and/or occupants and guests, the resident will be financially responsible for the amount of repair to the unit. At its discretion, the Authority may cap the resident liability at the amount of the insurance deductible.

5. Environmental, Maintenance, Repairs, and Alterations.

- a. Tenants shall advise the Authority of any items requiring repair, such as dripping faucets or light switches. Tenants shall make repair requests as soon as practical after the problem is discovered. Authority is not responsible for damages to resident's personal property.

- b. Tenants shall advise the Authority of any items requiring repair in the common areas or exterior of building. Tenants shall make repair requests as soon as practical after the problem is discovered.
- c. All service requests shall be made through Housing Management Office. Tenants shall refrain from making service request to maintenance personnel. For emergency work order requests, call OCHA Security at (405) 232-1041.

When conditions in the unit are hazardous to life, health or safety, the owner will make repairs or otherwise abate the situation within 24 hours. Defects hazardous to life, health or safety include, but are not limited to, the following:

- Any condition that jeopardizes the security of the unit
 - Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling
 - Natural or LP gas or fuel oil leaks
 - Any electrical problem or condition that could result in shock or fire
 - Absence of a working heating system when outside temperature is below 50 degrees Fahrenheit
 - Utilities not in service due to no fault of the resident, including no running hot water
 - Inoperable smoke detectors/CO detectors
 - Exterior door, window or lock broken and unable to secure apartment
 - Inoperable toilet (does not apply if second toilet is available)
- d. No alterations or improvements shall be made to any dwelling unit without the consent of the Authority.
 - e. Tenants shall be mindful not to cause damage to property when hanging pictures or decorations.
 - f. The use of aluminum foil as a window covering is prohibited. The use of any window covering visible from the exterior of the building requires prior Authority approval.
 - g. Tenants shall not install, use or permit any in-sink garbage disposer.
 - h. Tenants, household members and guests shall not take or permit any action which in any way damages or disturbs the dwelling unit, or any part thereof, including, but not limited to, the following actions:
 - Do not drill holes in walls, ceilings or floors.
 - Do not hang plants or other objects from the ceilings.
 - Do not disturb or detach insulation behind the walls or ceilings.
 - Do not sand or remove any floor tiles.
 - i. To minimize the occurrence and growth of mold in the apartment, the resident hereby agrees to the following:
 - Moisture Accumulation. Resident shall: remove any visible moisture accumulation in or on the apartment, including on walls, windows, floors, ceilings, and bathroom fixtures; mop up spills and thoroughly dry affected areas as soon as possible after occurrence; use exhaust fans in the kitchen and bathroom when necessary; and keep climate and moisture in the apartment at reasonable levels.
 - Notification Requirements. Resident shall promptly notify authority in writing of the presence of any of the following conditions:
 - A water leak, excessive moisture, or standing water inside the apartment;

- A water leak, excessive moisture, or standing water in any common area of the development;
 - Mold or mildew growth in or on the apartment that persists after resident has tried several times to remove it with household cleaning solutions, such as disinfectants, mildew remover, or a combination of water and bleach;
 - A malfunction in any part of the heating, air-conditioning, or ventilation system in the apartment.
- j. **Lead Warning Statement:** 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. Housing exclusively for elderly or disabled, without children under six years of age residing in the unit, are exempt from having to receive the federally approved pamphlet. More information visit at www.epa.gov/lead.

6. Parking.

- a. Tenants shall only use resident parking spaces and shall ensure that guests park only in unassigned areas or in designated guest parking areas. Tenants shall ensure that posted and designated fire zones or “No Parking” areas remain clear of vehicles at all times. (Vehicles parked in unauthorized areas may be towed away at the vehicle owner’s expense).
 - i. Tenants and guests shall not park at the front entrance to the building.
 - ii. Tenants and guests shall not park in areas designated for loading or unloading purposes only.
- b. The Authority is not responsible for any damages to vehicles due to theft or vandalism.
- c. Tenants are prohibited from washing, painting or making any auto repairs on or around building premises, including street area around building premises.
- d. Tenants are responsible for cleaning up any oil spills caused by leaks from their vehicles. Tenants will also be responsible for the cost to clean up any damaged area caused by oil or any other fluids leaking from their vehicles.
- e. All vehicles parked on the premises must be registered and in operable condition.
- f. Vehicles with expired tags or that are inoperable will be towed at the owner’s expense.
- g. Unauthorized vehicles will be towed at the owner’s expense.
- h. Tenants’ vehicle(s) must fit within a designated parking space. Vehicles that block, hinder or prohibit the use of the parking area by other Tenants are not allowed and towed at the owner’s expense.

7. Lock-Outs; Lost or Stolen Keys.

- a. Tenants are responsible for all keys to their dwelling units and keycard ACCESS cards. Tenants will be charged a \$25 fee to replace the keycard. If tenants are locked out of their dwelling units or have had their keys lost or stolen, tenants shall call OCHA Security at (405) 232-1041.
- b. Tenants shall not give keycard ACCESS card to any person.
- c. If confiscated from other person than tenants, a \$25 fee will be applied to retrieve the card.

8. Roommates; Subletting.

- a. *Unauthorized subletting is strictly prohibited.*
- b. New roommates are required to submit a signed and completed rental application and comply with all additional requirements listed in the Authority's Admissions and Continued Occupancy Policy (ACOP).

9. Utilities; Computer Labs.

- a. Tenants are responsible for keeping electric service and water (if paid for by the tenant) connected and on at all times to their dwelling units.
- b. The Computer Lab is for current residents' use only.
 - i. Accessing pornographic or obscene materials through the Computer Lab's internet and wireless connections is strictly prohibited.
 - ii. Computer Lab users must comply with applicable copyright laws and licensing agreements.

10. Violations. Tenants are responsible for the behavior of members of their households and their guests. A violation of these House Rules by a tenant's household member or guest will be treated as a violation by that tenant. Violations of these House Rules constitute a violation of a tenant's lease, and may result in forfeiture of any security deposit and exercise by the Authority of other rights under the lease, including termination and eviction. Additionally, tenants shall be charged for repairs for any damages caused by themselves, their household members, and their guests.

OKLAHOMA CITY HOUSING AUTHORITY
Tenant Maintenance / Damage Charges

SAMPLE

Residents charged the following rates for damage, neglect or additional services to Oklahoma City Housing Authority (OCHA) property. Additional charges incurred when contract labor (electricians, plumbers, etc.) is necessary.

Emergency calls – after hours and weekends – call Security at **405-232-1041**.

ADMIN FEE

Records request:			
	Per CD	\$ 5.00	\$ 5.00
	Per Page	\$.25	\$.25

Material	Labor	Total
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KEYS AND LOCKS

	Insta-key Security Systems Key(s) – Replace	\$ 75.00	\$	\$ 75.00
	Door Keys	\$ 5.00	\$	\$ 5.00
Exterior locksets:				
	Store room door lockset	\$ 35.00	\$ 5.00	\$ 40.00
	Entrance door lockset	\$ 35.00	\$ 5.00	\$ 40.00
	Storm door pitcher handle lockset	\$ 8.00	\$ 5.00	\$ 13.00
	Inside store door, replacement handles	\$ 8.00	\$ 5.00	\$ 13.00
Interior locksets:				
	Bedroom and Bath	\$ 9.00	\$ 5.00	\$ 14.00
	Closet and passage	\$ 9.00	\$ 5.00	\$ 14.00

LOCKOUTS

	During work hours	\$ 5.00		\$ 5.00
	After hours – assessed anytime security called	\$ 25.00		\$ 25.00

MAILBOX

	Replace mailbox	\$ 15.00	\$ 5.00	\$ 20.00
	Replace mailbox post	\$ 15.00	\$ 5.00	\$ 15.00

DOORS AND HARDWARE

	Replace storm door	\$ 175.00	\$ 15.00	\$ 190.00
	Automatic door closer	\$ 19.00	\$ 5.00	\$ 24.00
	Spring and chain stop	\$ 1.00	\$ 5.00	\$ 6.00
	Exterior metal door	\$ 195.00	\$ 20.00	\$ 215.00
	Hinges for metal door	\$ 10.00	\$ 5.00	\$ 15.00
	Replace interior bathroom door	\$ 24.00	\$ 5.00	\$ 29.00
	Replace closet door	\$ 20.00	\$ 5.00	\$ 25.00
	Replace hinges	\$ 5.00	\$ 5.00	\$ 10.00
	Patio Sliding / Exterior door	\$ 185.00	\$ 50.00	\$ 235.00

Minimum \$25.00 charge for repairs to doorjambs, frames, kick panels, etc., additional fee charged by time and material used and at contractor's rates as necessary.

Effective October 1, 2019

OKLAHOMA CITY HOUSING AUTHORITY
Tenant Maintenance / Damage Charges

KITCHEN FIXTURES AND ACCESSORIES

Cabinet knobs	\$ 1.00	\$ 2.00	\$ 3.00
Cabinet hinges	\$ 1.00	\$ 2.00	\$ 3.00
Kitchen faucet w/spray	\$ 53.00	\$ 10.00	\$ 63.00
Refrigerator handles	\$ 38.00	\$ 5.00	\$ 43.00
Refrigerator shelves	\$ 50.00	\$ 2.00	\$ 52.00
Crisper pan	\$ 22.00	\$ 2.00	\$ 24.00
Ice trays	\$ 1.00	\$	\$ 1.00
Heating element for stove	\$ 20.00	\$ 3.00	\$ 23.00
Stove burners	\$ 12.00	\$ 3.00	\$ 15.00
Drip pans	\$ 7.00	\$ 2.00	\$ 9.00
Rings	\$ 3.00	\$ 2.00	\$ 5.00
Oven light	\$ 8.00	\$ 5.00	\$ 13.00
Turn knobs for stove	\$ 6.00	\$	\$ 6.00
Cabinet drawer front	\$ 8.00	\$ 10.00	\$ 18.00
Cabinet door	\$ 10.00	\$ 10.00	\$ 20.00
Refrigerator replacement	\$ 475.00	\$ 20.00	\$ 495.00
Oven replacement	\$ 325.00	\$ 20.00	\$ 345.00

BATHROOM FIXTURES AND ACCESSORIES

Toilet seat elongated	\$ 16.00	\$ 5.00	\$ 21.00
Toilet seat – regular	\$ 7.00	\$ 5.00	\$ 12.00
Tank lid	\$ 24.00	\$ 5.00	\$ 29.00
Water closet – toilet	\$ 80.00	\$ 25.00	\$ 105.00
Toilet paper holder	\$ 5.00	\$ 5.00	\$ 10.00
Towel bar	\$ 11.00	\$ 5.00	\$ 16.00
Toilet paper roller	\$ 2.00	\$	\$ 2.00
Washer-less faucet w / pop-up	\$ 25.00	\$ 10.00	\$ 35.00
Faucet handles	\$ 5.00	\$ 5.00	\$ 10.00
Tub / Shower faucet	\$ 59.00	\$ 20.00	\$ 79.00
Single handle faucet	\$ 23.00	\$ 10.00	\$ 33.00
Medicine cabinet	\$ 35.00	\$ 10.00	\$ 45.00
Glass shelves	\$ 10.00	\$ 3.00	\$ 13.00

Some plumbing installations requiring the use of contract plumbers, charged according to current local rates.

ELECTRIC LIGHT / FIXTURES

Living room fixture	\$ 18.00	\$ 5.00	\$ 23.00
Bedroom fixture	\$ 6.00	\$ 5.00	\$ 11.00
Kitchen fixture	\$ 18.00	\$ 5.00	\$ 23.00
Hall fixture	\$ 7.00	\$ 5.00	\$ 12.00
Globe or glass cover	\$ 3.00	\$ 5.00	\$ 8.00
Outdoor light fixture	\$ 6.00	\$ 5.00	\$ 11.00
Switch and outlet covers	\$ 2.00	\$ 2.00	\$ 4.00
Globe light kitchen	\$ 5.00	\$ 2.00	\$ 7.00
Globe light hallway	\$ 4.00	\$ 2.00	\$ 8.00
Porch light	\$ 2.00	\$ 2.00	\$ 4.00

APPLIANCES

Any damage to appliances due to tenant neglect or misuse, charged according to age or damage.

OKLAHOMA CITY HOUSING AUTHORITY
Tenant Maintenance / Damage Charges

SCREENS – WINDOWS REPLACEMENT

Screen replacement	\$ 25.00	\$ 10.00	\$ 35.00
Screen and frame replacement	\$ 60.00	\$ 20.00	\$ 80.00
Glass replacement	\$ 25.00	\$ 10.00	\$ 35.00
Glass and frame replacement	\$ 60.00	\$ 20.00	\$ 80.00

SEWER AND WATER LEAKS

Remove stoppage (minor)	\$ 25.00	\$ 25.00
Remove stoppage (major)	\$ 40.00	\$ 40.00
Remove stoppage (cost center)	\$ 120.00	\$ 120.00

Some plumbing installations requiring the use of contract plumbers, charged according to current local rates.

CLEANING

Clean refrigerator	\$ 60.00	\$ 60.00
Clean range / stove	\$ 60.00	\$ 60.00
Extra-small clean out – 1 person carry trash	\$ 30.00	\$ 30.00
Small clean out – 2 person crew	\$ 60.00	\$ 60.00
Medium clean out – AMP pick up	\$ 85.00	\$ 85.00
Large clean out	\$ 110.00	\$ 110.00
Extra-large clean out	\$ 225.00	\$ 225.00
Special pick up	\$ 300.00	\$ 300.00
Storage fee – Plus clean out fee	\$ 130.00	\$ 130.00

YARD MAINTENANCE – Single Family Homes

Mowing, Trimming and Edging	\$ 100.00	\$ 100.00
Pick up trash (front and back yard)	\$ 45.00	\$ 45.00

Yard maintenance is the tenant's responsibility. The tenant has 48 hours after OCHA has issued notification of unsatisfactory condition to perform required maintenance. Failure to complete the task will result in OCHA having the work completed, and the tenant charged accordingly.

When the City of Oklahoma City inspector has issued the first notice to residents to comply with either cleaning/removing debris or cutting the grass, the resident should comply with the notice. If the resident fails to comply, and the City of Oklahoma City has to complete the work, the corresponding charges will be assessed to the Housing Authority and will be applied to the tenant's account.

PAINTING

1 bedroom	\$ 300.00	\$ 300.00
2 bedroom	\$ 325.00	\$ 325.00
3 bedroom	\$ 375.00	\$ 375.00
4 bedroom	\$ 400.00	\$ 400.00
5 bedroom	\$ 450.00	\$ 450.00
1 bedroom ceiling	\$ 200.00	\$ 200.00
2 bedroom ceiling	\$ 250.00	\$ 250.00
3 bedroom ceiling	\$ 300.00	\$ 300.00

OKLAHOMA CITY HOUSING AUTHORITY

Tenant Maintenance / Damage Charges

4 bedroom ceiling	\$ 350.00	\$ 350.00
5 bedroom ceiling	\$ 400.00	\$ 400.00

Expected life of interior paint is four (4) years. Any unit that requires painting due to tenant neglect or damages (i.e. smoking, holes, markings on the wall, or unauthorized tenant painting) shall be charged according to the charges listed above. Tenancy's that exceed four (4) years may be exempt; however in some extreme cases of damages or unauthorized tenant painting (i.e. different colors), the resident may still be charged per OCHA discretion.

CARPET CLEANING

Living room and hall	\$ 75.00	\$ 75.00
1 bedroom	\$ 25.00	\$ 25.00
2 bedroom	\$ 50.00	\$ 50.00
3 bedroom	\$ 75.00	\$ 75.00
4 bedroom	\$ 100.00	\$ 100.00
5 bedroom	\$ 125.00	\$ 125.00

GARAGE DOORS

Double Door	\$ 700.00	\$ 700.00
Single Door	\$ 425.00	\$ 425.00
Replace door section	\$ 175.00	\$ 175.00

SHEET ROCK PATCHING

Small hole (doorknob size)	10.00	5.00	\$ 15.00
Medium hole (2 x doorknob size)	20.00	5.00	\$ 25.00
Large hole (4 x doorknob size)	40.00	5.00	\$ 45.00
Extra-large hole (6 x doorknob size)	80.00	10.00	\$ 90.00
Over-large hole (9 – plus x door knob size)	160.00	20.00	\$ 180.00

REPAIR OR REPLACE TILE

Per tile	\$ 1.00		\$ 1.00
Labor fee (minimum)		\$ 15.00	\$ 15.00

Installation requiring more than one (1) hour charged at \$15.00 an hour.

ADDITIONAL ITEMS

Smoke / Carbon Monoxide Detector	\$ 25.00	\$ 5.00	\$ 30.00
Smoke / Carbon Monoxide Detector Battery	\$ 1.00	\$ 5.00	\$ 6.00
Air Conditioner Installation	\$	\$ 50.00	\$ 50.00
Not-At-Home for Appliance Installation	\$	\$ 25.00	\$ 25.00
Gas Line Pressure Test	\$	\$ 200.00	\$ 200.00
HVAC Air Filters	\$ 5.00	\$ 5.00	\$ 10.00
Fire Extinguisher	\$ 35.00	\$ 5.00	\$ 35.00

OKLAHOMA CITY HOUSING AUTHORITY
Tenant Maintenance / Damage Charges

MATERIALS NOT LISTED

- Repairs and materials not listed above – resident charged at actual purchase price of materials and \$15.00 per hour labor cost per employee.
- Resident not charged for travel time.
- Resident charged for actual cost of repairs performed by outside contractor.
- Resident charged according to current rates charged for outside professional services (plumbers, electricians, carpenters, etc.).
- A minimum \$30.00 charge for any routine maintenance called in as an Emergency.
- Senior sites and disabled residents not charged for installation of resident furnished light bulbs.
- Resident charged for cost of bulb if OCHA furnished.
- OCHA will replace standard size HVAC filters four (4) times a year.
- A minimum \$50.00 charge for any calls to repair, replace, or re-hang smoke alarms / CO2 detectors due to tenant neglect or tampering.

The Housing Authority (OCHA) reserves the right to update and revise any of the above charges and procedures with thirty days (30) written notice and to make adjustments as necessary to keep current with prices and products.

Request for removal of resident charges must go through the Housing Manager.

Melanie Buckley
Assistant Executive Director