Summary of Proposed 2027 Lease and Policy Changes

Resident review copy | November 2026 | Proposed effective date: January 1, 2027

PHA proposes revisions to its public housing lease and related attachments. This summary highlights changes that may affect residents. It is not a substitute for the complete proposed documents or the official resident-comment notice. The changes are subject to final approval.

1. Lease: rent, payments and resident rights

Rent and late fees. Rent remains due on the 1st. Late fees may begin on the 11th rather than after the 5th. The proposed late fee increases from $15 to $30. Certain additional charges are not collectible until two weeks after written notice.

Rent options. The lease will show the applicable flat rent, monthly tenant rent and whether income-based or flat rent was selected. The flat rent is not automatically the amount owed.

Security deposits. For new admissions, the proposed deposit is based on Total Tenant Payment at admission instead of the former one-month-rent amount capped at $200. Current residents will not owe an additional deposit solely because the lease changes.

Payment procedures. PHA may specify authorized payment methods and require guaranteed funds following returned payments. The proposed order of applying payments to additional charges before rent remains subject to legal review.

Household changes and move-out. New occupants must receive PHA approval before moving in. Residents must continue reporting required changes, provide 30 days' written notice to vacate, coordinate moves and return keys.

Inspections and rights. The lease clarifies inspections, maintenance access, grievance rights, reasonable accommodations and VAWA protections. Nonpayment notices and opportunities to cure are governed by applicable HUD and Rhode Island requirements.

2. House Rules (Attachment #1)

Guests and quiet hours. Prior approval and guest-stay limits remain; quiet hours are 10 p.m.–7 a.m., and disturbing noise is prohibited at any time.

Appliances, water and grills. Restrictions on additional appliances remain. Grills, hoses, sprinklers, pools and similar water items remain prohibited. Do not flush wipes, including those labeled “flushable.”

Parking and moving. Existing permit, assigned-parking and one-sticker-per-household rules remain. Bonded movers are required for furniture and large objects unless PHA grants written consent otherwise; moving hours remain 7:30 a.m.–3 p.m. on weekdays, excluding PHA holidays.

Common areas and safety. Updated rules address unattended items, laundry and shared spaces, trash, fire safety, doors, windows, e-bike charging and prompt maintenance reporting.

3. Smoke-Free and Fire Prevention (Attachments #2 and #3)

Separate policies. The former combined policy is divided into a Smoke-Free Housing Policy and a Fire Prevention & Safety Policy.

Smoking. Smoking, including vaping and electronic smoking devices, remains prohibited in units, buildings and within 25 feet of PHA buildings. The policies clarify reporting and enforcement.

Fire safety. Residents must keep exits clear, report malfunctioning alarms and never tamper with fire-safety equipment. Applicable damage or tampering charges are addressed in the separate charge schedule.

4. Air Conditioning and Mini-Splits (Attachment #4 — new)

Resident-owned air conditioners. The proposed general limit changes from 10,000 BTUs to 5,000 BTUs unless PHA approves otherwise in writing. Approved installation locations and supports are required; extension cords and power strips are prohibited.

Seasonal use. Window units must be removed by September 30 and may not be reinstalled until after May 15 without authorization. Units in designated sleeves may remain but must be covered and insulated.

PHA-owned mini-splits and utilities. Residents may not alter or service PHA equipment. Air-conditioning use must be reported, and applicable utility surcharges may apply where PHA supplies electricity.

5. Other attachments and policies

Pet Policy (#5). Pet deposits are eliminated. Approval and registration remain required; the two-pet limit, one-dog maximum and 20-pound adult-weight limit remain. Assistance animals are addressed separately.

Pest Control (#6 — new). Residents must promptly report pests, allow authorized access and follow treatment instructions. Unauthorized self-treatment is prohibited; documented failure to prepare may lead to applicable charges.

Moisture and Mold (#7). The former mold acknowledgment becomes a clearer policy on moisture prevention, prompt reporting and cooperation with repairs.

Renter's Insurance (#8). Insurance is recommended but not required as a condition of tenancy. The acknowledgment explains responsibility for personal belongings.

Grievance Procedure (#9). Clarifies filing at the central or development management office, informal resolution, formal hearing requests, free access to relevant hearing documents and language assistance.

Lead Disclosure (#11). Applicable federal lead-based paint disclosure materials remain included.

6. Resident Charges (Attachments #10.1 and #10.2)

Two separate documents. The Resident Charges Policy explains responsibility, notice and grievance rights; the Schedule lists charge amounts. Normal wear and tear and ordinary PHA maintenance are not resident charges.

Selected proposed changes. Labor increases from $28 to $38 per hour (30-minute minimum); late fee $15 to $30; after-hours lockout $50 to $75; air-conditioner utility charge $20 to $25 per month (June–September); and pet/human waste removal $10 to $50 per occurrence.

Violation penalties. The proposed schedule lists $25 for House Rule violations and $25 for smoking violations. These monetary penalties require confirmation of applicable legal and lease authority before assessment.

Resident protections. Charges must have a documented basis and are subject to applicable written notice and grievance rights. Residents should review the full schedule for all proposed amounts.

Review and comment

Please read the full proposed lease and attachments. Submit any comments by the deadline and method stated in PHA's separate resident-comment notice. This summary does not replace that notice.

Pawtucket Housing Authority

Proposed Public Housing

Rental Lease Agreement

2027

PUBLIC HOUSING RENTAL LEASE AGREEMENT

LEASE INFORMATION	
Effective Date	_____
Head of Household	_____
Property / Development	_____
Apartment Number	_____
Address	_____
Lease Start Date	_____
Lease End Date	_____
Term of Lease	Initial term of one (1) year; renewal as provided below
Applicable Flat Rent	$_____
Monthly Tenant Rent	$_____
Rent Option Selected	☐ Income-Based Rent ☐ Flat Rent
Security Deposit Amount Received	_____
Date Received	_____
UTILITIES & APPLIANCES	
Resident Responsible Utilities	☐ Electricity ☐ Gas ☐ Water ☐ Sewer ☐ Other: _____ ☐ None - utilities included in rent
PHA-Provided Appliances	☐ Refrigerator ☐ Stove/Oven ☐ Range Hood ☐ PHA-Owned Mini-Split System ☐ Other: _____ ☐ None

APPROVED HOUSEHOLD MEMBERS

Approved Household Member	Relationship to Head of Household
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

The dwelling is rented as a private residence only for the Head of Household and the approved household members listed above. No person may be added to the household or reside in the unit without prior PHA approval. A proposed household member may not move into or reside in the unit while a request for approval is pending.

1. PARTIES

This Lease Rental Agreement is between the Housing Authority of the City of Pawtucket (PHA) and the Head of Household identified above. The parties agree to the terms of this Lease as of the Effective Date.

2. PREMISES, PARKING & APPLIANCES

PHA leases the dwelling identified in the Lease Information section to the household for residential use during the Lease Term.

PARKING. Parking privileges, including assigned parking spaces where applicable, are subject to PHA parking rules and the resident's approved Parking Application/Permit. Parking assignments may be modified or reassigned by PHA for operational, maintenance, accessibility, safety, or other legitimate reasons, with notice as appropriate. Parking privileges do not guarantee a specific parking space unless otherwise required by law or an approved reasonable accommodation. The right to use PHA parking ends upon termination of the tenancy.

PHA-provided appliances at the premises may include a refrigerator and stovetop/oven. Residents must use PHA equipment in a reasonable manner and comply with applicable House Rules and PHA policies.

3. TERM, RENEWAL & EARLY TERMINATION BY RESIDENT

The initial Lease Term is one (1) year beginning on the Lease Start Date and continuing through the Lease End Date shown above. After the initial term, the Lease renews as provided by applicable HUD requirements and PHA policy unless sooner terminated.

The resident may terminate the Lease without cause by providing PHA thirty (30) days written Intent to Vacate notice. Rent remains due until the unit is vacated and possession is returned to PHA, or through the applicable notice period, whichever is later.

FAILURE TO GIVE NOTICE OR RETURN POSSESSION. If the resident vacates without the required notice or fails to return keys and possession, PHA may seek rent or other amounts lawfully owed for the applicable period, subject to HUD requirements, Rhode Island law, and PHA's obligation to avoid duplicate recovery. PHA will determine the date possession was returned based on the circumstances and applicable law.

4. RENT & OTHER CHARGES

The Monthly Tenant Rent stated in the Lease Information section is the amount payable by the resident, as determined under HUD requirements and the PHA Admissions and Continued Occupancy Policy (ACOP). The Applicable Flat Rent is shown for reference and does not become the resident's monthly obligation unless flat rent is selected and determined applicable. Public housing families will be offered the choice of income-based rent or flat rent as required by HUD regulations and the ACOP. PHA will document the family's rent selection and provide required notices of rent changes. Other authorized charges are governed by this Lease and the Schedule of Resident Charges.

Rent is due and payable in advance on the first (1st) day of each month. Late charges may be assessed beginning on the eleventh (11th) calendar day of the month if rent remains unpaid after the tenth (10th) calendar day, in accordance with the PHA Schedule of Resident Charges and applicable law. Non-sufficient funds charges, maintenance charges, excess utility charges, air-conditioner charges, repayment agreement amounts, and other authorized charges may be assessed in accordance with the Lease, PHA schedules, and applicable requirements.

PRORATED RENT. When the Lease Start Date falls after the first day of a month, the first month's tenant rent shall be prorated based on the actual period of occupancy. When a resident vacates during the month, rent shall be calculated through the effective termination date of the

tenancy, subject to the required notice period and applicable HUD requirements, Rhode Island law, and PHA policy. Vacating the unit before the expiration of the required notice period does not automatically relieve the resident of rent obligations for that period. Any applicable prorated rent amount shall be calculated and communicated to the resident by PHA.

PHA acceptance of less than the full amount due does not constitute satisfaction of the full amount unless PHA states otherwise in writing.

APPLICATION OF PAYMENTS. Any payment received from the resident shall be applied in the following order: (1) first, toward any outstanding amounts owed as Additional Rent, including maintenance charges, excess utility charges, late fees, and other authorized charges that are due and collectible; and (2) second, toward any outstanding amounts owed as Monthly Tenant Rent, including unpaid rent from prior months and current monthly rent. Payments shall be applied in accordance with applicable HUD requirements and Rhode Island law.

FORM OF PAYMENT. Rent and other amounts due to PHA must be paid using a payment method authorized by PHA. PHA may establish or modify acceptable payment methods and procedures from time to time. If a payment is returned or rejected, PHA may require future payments to be made by certified or otherwise guaranteed funds, as permitted by applicable law and PHA policy.

NOTICE OF ADDITIONAL CHARGES. Maintenance and repair charges beyond normal wear and tear, excess utility charges, and late-payment charges, when applicable, will not be due and collectible until two (2) weeks after PHA provides the resident written notice of the charges. The notice will constitute notice of an adverse action and will include applicable grievance rights in accordance with HUD requirements and the PHA Grievance Procedure.

RETURNED OR REJECTED PAYMENTS. If a payment is returned or rejected for insufficient funds or for any other reason, the resident remains responsible for the amount due. PHA may assess an applicable returned-payment charge in accordance with the Schedule of Resident Charges and may require future payments to be made by certified or otherwise guaranteed funds, as permitted by applicable law and PHA policy.

5. REEXAMINATION, RENT ADJUSTMENTS & HOUSEHOLD CHANGES

PHA will reexamine household eligibility, income, assets, household composition, and other required information in accordance with HUD requirements and the Admissions and Continued Occupancy Policy (ACOP). Residents must provide accurate information and required verification within the time requested by PHA.

Changes in household income, assets, household composition and other required information must be reported to PHA within ten (10) business days of the occurrence, or within the timeframe otherwise required by the current ACOP and applicable HUD requirements. No person may move in or be added to the household without prior PHA approval. Failure to report required changes may result in a rent adjustment, including a retroactive adjustment when authorized. Rent adjustments and notices will follow HUD requirements and the ACOP.

6. UTILITIES & INTERRUPTION

PHA will provide the utilities identified as included in the resident's rent, as applicable to the property. Residents must use utilities reasonably. Excess consumption may be charged when permitted by HUD requirements and PHA policy.

PHA is not responsible for loss, injury, or property damage caused by an interruption or failure of utility service by the utility company, except as otherwise required by law.

EXCESS UTILITY CHARGES. Where PHA furnishes utilities, residents must use utilities in a reasonable manner. Residents may be assessed an excess utility charge for consumption exceeding the amount PHA

determines to be reasonable, in accordance with HUD requirements, PHA policy, and the Schedule of Resident Charges. PHA will consider applicable reasonable accommodations and other exceptions required by law before assessing an excess utility charge.

7. SECURITY DEPOSIT

The resident must pay a security deposit equal to the household's Total Tenant Payment (TTP), as determined by PHA at the time of admission, subject to applicable HUD requirements and Rhode Island law. The required security deposit amount and date received are recorded in the Lease Information section.

Following termination of the Lease and return of possession, PHA may make lawful deductions from the security deposit for unpaid rent, resident-caused damage beyond ordinary wear and tear, and cleaning or other costs to the extent permitted by Rhode Island law. PHA will provide any required itemized statement of deductions and return the remaining deposit within the time and in the manner required by applicable Rhode Island law. The resident should provide a forwarding address and remains responsible for lawful amounts exceeding the deposit.

8. TRANSFERS

If PHA determines that the size or design of the dwelling is no longer appropriate for the household, PHA may require a transfer in accordance with the ACOP and PHA transfer policy. PHA may also transfer residents when necessary for rehabilitation, demolition, accessibility, or other authorized purposes.

Reasonable accommodation transfer requests will be considered in accordance with PHA policy and applicable fair housing requirements. Involuntary transfers are subject to applicable grievance rights.

A household that does not require the accessibility features of an accessible or specially equipped dwelling may be required to transfer to an appropriate non-accessible unit when the accessible unit is needed by an eligible household requiring those features. Any such transfer will be administered in accordance with the ACOP, PHA transfer policy, applicable HUD requirements, and applicable grievance rights.

9. RESIDENT DUTIES

- Use the dwelling solely as a private residence for the approved household.
- Do not assign the Lease, sublease the unit, or provide accommodations to boarders or lodgers.
- Keep the dwelling and areas assigned for the household's exclusive use clean, safe, and sanitary.
- Dispose of garbage, rubbish, furniture, and other waste in a safe and sanitary manner and in accordance with the House Rules.
- Use electrical, plumbing, sanitary, heating, ventilating, appliances, and other PHA facilities in a reasonable manner.
- Do not destroy, deface, damage, remove, or permit damage to the dwelling, development, facilities, or equipment.
- Ensure household members, guests, and visitors do not disturb the peaceful enjoyment of other residents and comply with the Lease, House Rules, and applicable PHA policies.

• The resident is responsible for ensuring that household members, guests, visitors, and other persons under the resident's control comply with applicable Lease obligations, House Rules, and PHA policies while on PHA property.

- Pay authorized charges for damage beyond normal wear and tear caused by the resident, household members, guests, or visitors.
- Do not engage in criminal activity, drug-related criminal activity, violence, threats, harassment, or other conduct prohibited by the Lease or applicable law.
- Comply with applicable building and housing requirements materially affecting health and safety.
- Promptly report leaks, plumbing or electrical problems, heating problems, broken windows, doors or locks, pest activity, mold or moisture concerns, smoke or carbon monoxide alarm problems, and other conditions that may affect health, safety, or the condition of the property.

10. PHA DUTIES

- Maintain the dwelling and development in a decent, safe, and sanitary condition.
- Comply with applicable building codes and HUD requirements materially affecting health and safety.
- Comply with all applicable federal and Rhode Island laws governing firearms and prohibited weapons and the PHA Firearms and Prohibited Weapons Policy. The unlawful possession, use, discharge, or threatening display of firearms or other weapons on PHA property is prohibited. Residents are responsible for ensuring that household members and guests comply with the policy and applicable law.
- Make necessary repairs to the dwelling and maintain PHA-supplied facilities and appliances in good and safe working order.
- Maintain common areas in a clean and safe condition.
- Provide appropriate receptacles and facilities for disposal of household waste, as applicable.
- Supply running water, reasonable amounts of hot water, and reasonable heat at appropriate times of the year, as applicable.
- Provide notices and grievance opportunities required by the Lease, PHA policy, HUD requirements, and applicable law.

11. MAINTENANCE, ACCESS & REPAIRS

Residents must promptly report maintenance problems by calling the PHA Work Order Line. For a fire, medical emergency, suspected gas emergency, or other life-threatening condition, call 911 first.

PHA may enter the premises to perform routine inspections and preventive maintenance; make improvements, repairs, or other necessary work; conduct quality control or follow-up inspections; or carry out other authorized purposes. Except in an emergency, PHA will provide at least 48 hours' written notice specifying the purpose of entry, unless otherwise permitted by applicable law or HUD requirements. Entry will be made at reasonable times. In an emergency, PHA may enter without advance notice. When PHA enters while the household is absent, PHA will leave written notice stating the date, time, and purpose of entry. Residents must permit authorized access and cooperate with properly noticed inspections, maintenance, repairs, pest treatment, and required follow-up. Repeated failure to permit authorized access may constitute a Lease violation.

A resident-requested work order or maintenance request authorizes PHA staff and/or authorized contractors to enter the dwelling to investigate and complete the requested work, subject to applicable requirements.

If damage to the dwelling creates a condition hazardous to the life, health, or safety of the occupants, the resident must immediately notify PHA Management or the Work Order Line. PHA will make necessary repairs within a reasonable time. If repairs cannot be made within a

reasonable time, PHA will offer standard alternative accommodations, if available. Rent will be abated in proportion to the seriousness of the damage and loss in value of the dwelling when required by HUD regulations. Rent abatement will not apply when the resident rejects available alternative accommodations or when the damage was caused by the resident, a household member, or a guest. The resident may be charged the reasonable cost of repairs for resident-, household member-, or guest-caused damage, as permitted by applicable requirements.

12. ALTERATIONS

Residents may not alter or improve the premises, including changing locks, painting, installing shelving or fixtures, or modifying electrical or plumbing systems, without prior written PHA approval. Reasonable accommodation requests involving modifications will be considered in accordance with PHA policy. Residents may not install or change locks or distribute unauthorized keys, fobs, access cards, or other building-entry devices. Lost keys or access devices must be promptly reported to PHA.

13. PERSONAL PROPERTY & RISK OF LOSS

Residents and their guests are responsible for personal property kept in or on the premises. PHA does not insure resident-owned personal property. Residents are encouraged to obtain renters insurance. See the Renter's Insurance Acknowledgment attached to the Lease.

14. SMOKE-FREE HOUSING & FIRE SAFETY

Smoking is prohibited as provided in the PHA Smoke-Free Housing Policy. Residents, household members, guests, and visitors must comply with that policy.

Smoke alarms, carbon monoxide alarms, sprinkler systems, and other life-safety equipment may not be removed, disconnected, disabled, covered, tampered with, or damaged. Residents must comply with the House Rules and applicable PHA fire-safety requirements.

LIFE-SAFETY EQUIPMENT CHARGES. Residents may be assessed applicable charges for tampering with, disabling, removing, damaging, or otherwise interfering with smoke alarms, carbon monoxide alarms, or other PHA-provided life-safety equipment, including applicable repair or replacement costs, in accordance with the PHA Schedule of Resident Charges. Such conduct may also constitute a serious or material violation of the Lease. Charges and adverse actions are subject to applicable notice and grievance requirements.

15. AIR CONDITIONING & MINI-SPLIT SYSTEMS

Residents must comply with the PHA Air Conditioning & Mini-Split System Policy and the House Rules. Resident-owned air conditioners are subject to PHA requirements regarding size, installation, designated windows or sleeves, approved brackets/supports, electrical use, emergency egress, and seasonal removal.

Resident-owned window air conditioners must be removed no later than September 30 and may not be reinstalled until after May 15, unless otherwise authorized by PHA Management. Resident-owned air conditioners installed in PHA-designated sleeves may remain in place during the heating season but must be properly covered and insulated in accordance with the PHA Air Conditioning & Mini-Split System Policy. Extension cords, power strips, multi-plug adapters, and similar devices may not be used with an air conditioner.

AIR CONDITIONING UTILITY SURCHARGE. Residents who use air conditioning equipment in a unit where PHA furnishes the electricity may be subject to an air conditioning utility surcharge in accordance with the PHA Schedule of Resident Charges. Residents must report air conditioning use as required by the PHA Air Conditioning & Mini-Split System Policy. Failure to report air conditioning use may result in the assessment of applicable charges and other action permitted by the Lease and PHA policy, subject to applicable notice and grievance requirements.

16. PEST CONTROL & VERMIN

Residents must immediately report known or suspected pest or vermin activity by calling the PHA Work Order Line. Residents, household members, guests, and visitors may not attempt to treat or exterminate pests or vermin themselves and must cooperate with PHA and its pest-control contractor. Residents must comply with the PHA Pest Control Policy.

17. MOVE-IN, MOVE-OUT & INSPECTIONS

Before occupancy, PHA and the resident or the resident's representative will inspect the dwelling and PHA will provide a written statement of the condition of the unit and PHA-provided equipment. The statement will be signed by PHA and the resident, and PHA will retain a copy in the tenant file. At move-out, PHA will inspect the dwelling and provide the resident a statement of any applicable charges. The resident will be given an opportunity to participate in the move-out inspection unless the resident vacates without notice to PHA.

PHA may also conduct annual inspections, quality control inspections, preventive maintenance inspections, HUD/NSPIRE inspections, complaint or special inspections, follow-up or re-inspections, and other inspections as needed to assess unit conditions, identify maintenance or health and safety concerns, verify completed work, and ensure compliance with applicable HUD requirements, the Lease, House Rules, and PHA policies. Residents must permit access for and cooperate with these inspections in accordance with Section 11 of this Lease.

POST-MOVE-IN INSPECTION. PHA may conduct a follow-up inspection approximately thirty (30) days after initial occupancy, in addition to annual and other authorized inspections, with notice and access as required by Section 11.

All moves must be coordinated with PHA Management and may occur only on the PHA-designated moving day(s). Residents must contact Management in advance to verify the designated moving day and applicable moving requirements.

At move-out, residents must remove all personal belongings and trash, leave the unit in reasonably clean condition, return all keys directly to PHA, and complete the required move-out process. The resident remains responsible for the unit until possession has been returned to PHA. Residents must provide PHA with a forwarding address. Personal property remaining after the household vacates will be handled in accordance with applicable law and PHA policy.

The dwelling must remain the household's principal residence. Residents must notify PHA of extended absences when required by the ACOP or PHA policy.

EXTENDED ABSENCES. Residents must notify PHA in advance of a planned absence of thirty (30) days or longer and comply with any maximum-absence limits, exceptions, and documentation requirements established by the ACOP and applicable HUD rules. An absence does not authorize another person to occupy the unit without PHA approval.

18. RIGHTS OF RESIDENTS & GUESTS

The approved household has the right to exclusive use and occupancy of the dwelling in accordance with the Lease. Guests are permitted subject to the Lease and House Rules. Boarders and lodgers are prohibited.

A guest or visitor is not an approved household member. A person may not move into or reside in the unit unless PHA has approved the person as a household member. Submission of a request does not constitute approval.

OVERNIGHT GUESTS. Residents must notify PHA in writing when an overnight guest will stay more than three (3) days, subject to the guest limits, approval procedures, and reasonable

accommodations set forth in the House Rules and ACOP. Guests may not establish residence or become unauthorized occupants.

19. GROUNDS FOR TERMINATION; NOTICE & GRIEVANCE RIGHTS

PHA may terminate the Lease for serious or repeated violations of material Lease terms, failure to pay rent, failure to fulfill household obligations, unauthorized occupants, prohibited criminal or drug-related activity, threats or violence, damage, failure to permit authorized access, failure to comply with required transfers, material false statements, failure to provide required information, or other good cause authorized by the Lease and applicable requirements.

NONPAYMENT OF RENT; NOTICE AND RIGHT TO CURE. Failure to pay rent when due constitutes grounds for termination of the Lease. PHA may issue a Notice of Intent to Terminate for nonpayment of rent. The notice will provide the resident with the applicable notice period and right to cure the nonpayment as required by HUD requirements and applicable law. The notice will state the amount alleged to be owed, the deadline to cure, and any other information required by HUD or applicable law, including applicable information concerning income recertification, hardship relief, and rent options. If the resident timely cures the nonpayment as required by the notice, PHA will not proceed with an eviction based on that notice. If the nonpayment is not timely cured, PHA may proceed with termination and eviction in accordance with applicable requirements.

REPEATED NONPAYMENT OR LATE PAYMENT. A resident's cure of an individual nonpayment notice does not waive PHA's right to address a repeated pattern of failure to pay rent when due. Repeated late payment or repeated nonpayment of rent may constitute a serious or repeated violation of a material term of the Lease and may be grounds for termination of tenancy, subject to applicable HUD requirements, notice and grievance rights, and applicable law.

Good cause may also include, as applicable: alcohol abuse or alcohol-related conduct that threatens the health, safety, or right to peaceful enjoyment of other residents or PHA personnel; abandonment of the dwelling; the death of a sole household member; material fraud or the discovery after admission of facts that made the household ineligible; failure to comply with an approved repayment agreement; unauthorized business use of the dwelling; abusive, violent, threatening, or harassing conduct toward residents, PHA employees, contractors, agents, or other persons; or failure to comply with an incorporated lease addendum or policy. PHA will apply these grounds only as permitted by applicable HUD requirements, the ACOP, PHA policy, VAWA, fair housing requirements, and applicable law.

PHA will provide written notice stating the specific grounds for a proposed adverse action, including a proposed lease termination, required transfer, maintenance or repair charge, or excess utility charge. When the resident is entitled to a grievance hearing, the notice will advise the resident of the right to request a hearing under the PHA Grievance Procedure, and PHA will not take a proposed adverse action other than lease termination until the applicable time to request a hearing has expired and, if timely requested, the grievance process has been completed.

For termination due to nonpayment of rent, PHA will provide at least thirty (30) days' written notice before filing an eviction, in accordance with HUD requirements. The notice will state the specific grounds, explain how the resident may cure the nonpayment, include the amount of rent and other HUD-permitted arrearages alleged to be owed as required by HUD, and provide applicable information concerning income recertification, hardship relief, and rent options. PHA will not file an eviction for nonpayment if the resident pays the alleged amount of rent owed within the applicable 30-day notification period.

Termination notices will provide the notice period, opportunity to reply, right to examine PHA documents directly relevant to the termination or eviction, and grievance rights required by HUD requirements, PHA policy, and applicable law. Nothing in this Lease limits rights provided by the PHA Grievance Procedure, reasonable accommodation requirements, VAWA, or fair housing requirements.

20. GRIEVANCE PROCEDURE

Residents have the right to request a grievance hearing concerning a PHA action or failure to act involving the resident's Lease or PHA regulations that adversely affects the resident's rights, duties, welfare, or status, when the matter is subject to the PHA Grievance Procedure. Grievances will be processed in accordance with the PHA Grievance Procedure and applicable HUD requirements. The resident must request a grievance within the time and in the manner specified in the Grievance Procedure. Nothing in this Lease creates a grievance right where a grievance is excluded or otherwise unavailable under applicable HUD requirements.

21. COMMUNITY SERVICE & SELF-SUFFICIENCY REQUIREMENT

Each non-exempt adult household member must comply with the Community Service and Self-Sufficiency Requirement (CSSR), when applicable, in accordance with HUD regulations and the PHA Admissions and Continued Occupancy Policy (ACOP). PHA will determine exemptions and compliance as required by HUD. Failure of a non-exempt household member to comply with CSSR requirements may be grounds for nonrenewal of the Lease and termination of tenancy at the end of the twelve-month Lease term, subject to applicable HUD requirements, notice, cure opportunities, and grievance rights.

22. VIOLENCE AGAINST WOMEN ACT (VAWA) PROTECTIONS

HUD regulations at 24 CFR part 5, subpart L, Protection for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, apply to this Lease and tenancy.

An incident of actual or threatened domestic violence, dating violence, sexual assault, or stalking will not be construed as a serious or repeated lease violation by the victim or threatened victim and will not constitute good cause for terminating the tenancy or occupancy rights of the victim or threatened victim. PHA will not deny or terminate housing assistance or evict a tenant on the basis that the tenant or an affiliated individual is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, except as permitted by applicable VAWA requirements.

In accordance with VAWA and HUD requirements, PHA may bifurcate the Lease to remove or terminate the tenancy or occupancy rights of a household member who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual, while allowing an eligible victim and other eligible household members to remain in the unit. PHA will consider lease bifurcation when required by applicable HUD requirements.

A tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking may request an emergency transfer in accordance with PHA's VAWA Emergency Transfer Plan and applicable HUD requirements. Information submitted to PHA concerning VAWA protections will be maintained in confidence and disclosed only as permitted or required by law.

VAWA does not prohibit PHA from taking action for a lease violation that is unrelated to domestic violence, dating violence, sexual assault, or stalking, provided that a victim is not held to a more demanding standard than other tenants. VAWA also does not limit PHA's authority to act when an actual and imminent threat exists, as permitted by applicable law and HUD requirements.

23. REASONABLE ACCOMMODATION

A resident may request a reasonable accommodation when, because of a disability, an exception, change, or adjustment to a PHA rule, policy, practice, procedure, dwelling unit, communication method, or service may be necessary to provide an equal opportunity to use and enjoy the dwelling or participate in the Public Housing program. PHA will process reasonable accommodation requests in accordance with applicable fair housing requirements and PHA policy. PHA may request reliable disability-related information when the disability and/or disability-related need for the requested accommodation is not known or readily apparent. Reasonable accommodation requests may be made verbally or in writing. PHA staff will document verbal requests and forward them for review in accordance with PHA's Reasonable Accommodation Policy.

24. NO DISCRIMINATION

PHA will comply with applicable federal, state, and local nondiscrimination and fair housing requirements.

25. COMPLIANCE WITH LAWS, HOUSE RULES & PHA POLICIES

Residents, household members, guests, and visitors must comply with applicable laws, this Lease, the Public Housing House Rules and Regulations, and other PHA policies and lease attachments that are incorporated into the Lease. PHA will provide notice of changes as required by applicable requirements.

26. NOTICES

Notices and communications under this Lease may be delivered personally, mailed, posted, or provided by another method permitted by HUD requirements, PHA policy, and applicable law, depending on the type of notice. The resident must keep PHA informed of a current mailing address, telephone number, and other contact information requested by PHA. Formal notices will be provided in the manner required for the particular action. PHA's mailing address is:

Pawtucket Housing Authority, 214 Roosevelt Avenue, Pawtucket, Rhode Island 02860

27. LEASE ATTACHMENTS / ADDENDA

The checked documents below are part of the Lease. By initialing next to each checked item, the resident acknowledges receipt of the document or the opportunity to review it with PHA.

☐ Initials: _____ Attachment #1 - House Rules and Regulations

☐ Initials: _____ Attachment #2 - Smoke-Free Housing Policy

☐ Initials: _____ Attachment #3 - Fire Prevention & Safety Policy

☐ Initials: _____ Attachment #4 - Air Conditioning & Mini-Split System Policy

☐ Initials: _____ Attachment #5 - Pet Policy

☐ Initials: _____ Attachment #6 - Pest Control Policy

☐ Initials: _____ Attachment #7 – Moisture Management and Mold Prevention Policy

☐ Initials: _____ Attachment #8 - Renter's Insurance Acknowledgment

☐ Initials: _____ Attachment #9 - Grievance Procedure

☐ Initials: _____ Attachment #10.1 – Resident Charges Policy

☐ Initials: _____ Attachment #10.2 – Schedule of Resident Charges

☐ Initials: _____ Attachment #11 – Firearms and Prohibited Weapons Policy

☐ Initials: _____ Attachment #12 - Lead-Based Paint Disclosure

VAWA FORMS PROVIDED SEPARATELY. PHA will provide the HUD Notice of Occupancy Rights (HUD-5380) and Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking (HUD-5382) when required by HUD rules. These forms supplement, and do not limit, the VAWA protections described in Section 22.

28. PHA REMEDIES & LEASE MODIFICATIONS

In addition to lease termination, PHA may exercise any other remedy available under the Lease, applicable HUD requirements, PHA policy, or law, including collection of amounts lawfully due. The exercise of one remedy does not prevent PHA from exercising another available remedy.

If a resident fails to perform an obligation required by the Lease and PHA is authorized to correct the condition or perform the required work, PHA may do so and may assess the resident the reasonable and authorized cost in accordance with the Schedule of Resident Charges and applicable requirements.

PHA may revise this Lease, House Rules, or incorporated policies only in accordance with applicable HUD requirements and law. For proposed changes to the lease form, PHA will provide the required advance written notice, when required under 24 CFR § 966.3, and any required opportunity for resident comment and consideration of comments before adoption. Changes to House Rules or other incorporated policies will follow the notice and consultation requirements applicable to those documents. A resident’s failure to accept a properly adopted lease revision may be addressed only as permitted by HUD requirements and applicable law.

29. ENTIRE AGREEMENT; SEVERABILITY; NON-WAIVER

This Lease and its incorporated attachments contain the agreement between PHA and the resident concerning the premises. Any invalid provision does not invalidate the remaining provisions. PHA's waiver of a breach does not waive a later breach. Acceptance of rent does not waive amounts due or prior violations except as required by law.

SIGNATURES

By signing below, the parties acknowledge that they have reviewed and agree to the terms of this Lease and the incorporated attachments.

Name	**Signature**	**Date**
Head of Household		
Adult Household Member		
Adult Household Member		
Adult Household Member		
Adult Household Member		
Property Manager or PHA Representative		

Pawtucket Housing Authority

Current Public Housing

Rental Lease Agreement

PAWTUCKET HOUSING AUTHORITY

LEASE RENTAL AGREEMENT

EFFECTIVE DATE

Effective Date: _____

The Parties agree to this lease/rental agreement as of the Effective Date noted above.

PARTIES

PHA: The Housing Authority of the City of Pawtucket

Tenant – [Head of Household]:

_____

_____

The Parties agree to this lease/rental agreement.

PREMISES; PARKING; APPLIANCES

Premises; Parking. This lease is for Tenant's use of the dwelling at this address, known as the Property:

Property/Development:

_____

Apt #: _____

Address: _____

_____

☐ Tenant is assigned parking stall #_____for his or her exclusive use during the Term of this Lease.

☐ Tenant does not have an exclusive parking stall(s).

Appliances. These appliances are at the Premises for Tenant's use during the Lease Term:

❒ Refrigerator ☑ Stovetop/Oven

APPROVED HOUSEHOLD MEMBERS. The Premises is rented as a private residence for only the following household members:

All of them are included in the definition of "Tenant" above.

The Tenant will not add anyone to the household without the PHA's approval. The PHA will approve additional household members if the new member meets the PHA's screening criteria. We hereby lease the apartment to you upon the following terms and conditions, subject to HUD rules and regulations from time to time in effect and applicable.

TERM; RENEWAL

Term. This lease is for an initial term of one (1) year (the "Initial Term") beginning

("Start Date") and continues through midnight on ("End Date").

Renewal. After the End date, the Lease Term will renew automatically for an additional one (1) year period, unless sooner terminated, except if the family has violated the requirement for resident performance of community service or participation in an economic self-sufficiency program in accordance to 24 CFR 960.601.

Early Termination by Tenant – 30 Day Intent to Vacate

Tenant may terminate this Lease without cause at any time by giving thirty (30) days written Intent to Vacate notice to the PHA prior to the time you wish

to move out. After giving such notice , Tenant will pay Rent until the day Premises are vacated, or the day the thirty (30) day notice ends, whichever is later.

In the event that Tenant fails to give such notice to PHA or fails to return keys by the end of the month, Tenant will be liable for Rent for thirty (30) days following PHA's knowledge of your unit abandonment.

All agreements and covenants will be binding upon Tenant after the expiration or termination of this Lease so long as Tenant or any person claiming under Tenant shall occupy or hold the Apartment or any part thereof.

The PHA will not terminate or refuse to renew this Lease other than for serious or repeated violations of material terms of the Lease such as failure to make payments due under the Lease or to fulfill Tenant obligations, or for other good cause.

MOVING OUT

When Required. Tenant must vacate the Premises when this lease is terminated or otherwise by court order or other order of appropriate authorities.

Condition. The Tenant must leave the Property in the same condition it was at the time of Move-in, except for reasonable wear and tear.

The PHA will also inspect the apartment at the time you vacate the apartment. The PHA will furnish you with a statement of any charges to be made in accordance with sections of this lease. The PHA will offer you the opportunity to participate in this final inspection, unless you vacate the apartment without notice to the PHA.

Tenant agrees to pay reasonable charges for the repair of damages to the premises, development, buildings, facilities, or common areas caused by Tenant, household members, or guests. Such charges will be billed to Tenant and will specify the items of damages involved, correctional action taken and the cost thereof, and will be due payable and payable in accordance of this Lease.

If the Apartment is damaged to the extent that conditions are created which are hazardous to life, health, or safety of the occupants, Tenant shall immediately notify the Property Manager of the damage. The PHA shall be responsible for repair of the Apartment within a reasonable time, provided, that if the damage was caused by the Tenant, a member of the household or your guest, the reasonable cost of the repairs shall be charged to Tenant.

The PHA shall offer standard alternative accommodations, if available, where necessary repairs cannot be made within a reasonable time. The PHA shall make provisions for abatement of rent in proportion to the seriousness of the damage and the loss in value as a dwelling if repairs are not made in accordance with this lease or alternative accommodations are not provided, except that no abatement of rent shall occur if Tenant rejects the alternatives accommodation or if the damage was caused by Tenant, a member of the household, or your guest.

Tenant's loss or damage of personal belongings are not reimbursed by the PHA. See ***Renter's Insurance*** attached.

RENT

Definition. The term, "Rent" means the base rent ("Base Rent"), and any other amounts due ("Additional Rent") to PHA under this Lease (Base Rent, together with Additional Rent, collectively, "rent" or "Rent"). Rent may change as Tenant's income changes or household members are added to this Lease.

Base Rent. The base rent is $_____ per month.

First Month's Rent. PHA acknowledges receipt of $_____ for first month's Rent. If the Start Date is any day other that the first day of the first month of this Lease, then the First Month's Rent will be pro-rated based on the number of days remaining in the month after the start date. The Tenant shall pay the amount of the monthly Tenant rent determined by the PHA in accordance with HUD regulations and other requirements. The amount of the Tenant rent is subject to change in accordance with HUD requirements.

Additional Rent. The following fees and charges count as "Additional Rent": The Tenant must pay "Additional Rent" by the next due date of Rent, unless this Lease states a different due date for the Additional Rent.

Maintenance Charge. Tenant will pay PHA certain maintenance fees pursuant to section Maintenance and the ***Tenant Charges Schedule***.

Late Charge. If any amounts payable by Tenant to PHA under this Lease are not received within five (5) calendar days after the due date, Tenant will pay PHA $15.00 ("Late Charge"). This Late Charge is to cover the PHA cost of collecting and handling late payment(s). This amount is in addition to and payable with the amount then due.

Not Sufficient Fund Fee (NSF Fee). Tenant will be charged $25.00 for each check returned for insufficient funds. PHA will have no obligation to redeposit any NSF check. This NSF Fee is to cover the PHA's cost of handling returned payment(s). This amount is in addition to and payable with the amount then due.

Pet Fee. Tenant must abide by all terms of the ***Pet Policy Agreement*** . The Pet Fee deposit is up to a maximum of $ 200.

Excess Utility Charge. The PHA shall supply you with gas and electricity for normal household purposes in quantities determined to be reasonable in accordance with HUD regulations and guidelines. If you consume such utilities in excess of such reasonable amount, except to the extent it can be established that such excess is directly related to the operation of equipment for your health or safety, you may be charged for such excess consumption.

Air Conditioner Charge. If you have an air conditioner in your Unit, you will be charged twenty dollars ($20.00) monthly during the months of June, July, August and September as additional rent. If you wish to avoid this additional rent charge, it is your (Tenant's) responsibility to remove the air conditioner from your apartment and notify the PHA of said removal or install long term cover over the A/C to prevent drafts. Any A/C NOT removed or covered by October 1 will incur an additional $20 A/C charge for each month the A/C remains in place and uncovered.

Other Charges. Tenant may owe PHA certain other amounts under this Lease, including amounts owed under a Repayment Agreement, Late Charge(s) (defined above), NSF Fee(s) (defined above), Pet Fee, Excess Utility Charge, Air Conditioner Charge, assessments that may be due and any other costs, charges or expenses due under this Lease.

Payment. Rent is due and payable in advance on the first (1st) day of each month and shall be considered delinquent after the fifth calendar day of the month.

Form of Payment. Tenant must pay by check, money order or electronic bank payment. For the 12 months following the Tenant's delivery of three (3) NSF checks, the Tenant must make all payments by guaranteed funds such as money order or cashier's check.

Less Than Full Payment. PHA's acceptance of less than the full amount of any Rent due from Tenant will not be considered and shall not constitute a satisfaction of payment of rent in full unless PHA specifically says so in writing.

Application of Rent. Any Rent received will be applied in this order: (i) to any unpaid amounts owed as Additional Rent; and then (ii) to any unpaid amounts owed as Base Rent.

Redetermination of Rent, Dwelling Size and Eligibility.

The rent amount as fixed in this lease agreement is due each month until changed as described as follows:

(1) The status of each family is to be re-examined at least once a year. Tenants paying Flat Rent shall have their incomes reexamined every three years. At the annual recertification, Tenant shall certify to compliance with the 8 hour per month community service requirement, if applicable.

(2) Tenant promises to supply PHA, when requested, with accurate information about, income and source of income of all family members, assets, community service activities, and related information necessary to determine

eligibility, annual income, adjusted income, and rent.

(3) Failure to supply such information when requested is a serious violation of the terms of the Lease and the PHA may terminate the Lease. All information must be verified. Tenant agrees to comply with PHA requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification. PHA shall give Tenant reasonable notice of what actions Tenant must take, and the date by which any such actions must be taken for compliance under these sections.

(4) This information will be used by PHA to decide whether the amount of rent should be changed, and whether the dwelling size is still appropriate for Tenant's needs. This determination will be made in accordance with the Admissions and Continued Occupancy Policy. A copy of the policy can be furnished on request.

(5) Rent will not change during the period between regular re-examination, UNLESS during such period:

(a) Tenant can verify change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent. Except that rent shall not be reduced because of a Tenant's TANF grant being reduced because Tenant committed fraud of failed to comply with a welfare department economic self-sufficiency requirement.

(b) Tenant must report subsequent increase in income within ten (10) days of the occurrence until the next scheduled re-examination. (Failure to report within ten (10) days may result in a retroactive charge).

(c) If it is found that Tenant has misrepresented the facts upon which the rent is based so that the Tenant is paying less rent than he/she should have been charged, PHA will apply and the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred.

(d) Rent formulas or procedures are changed by Federal Law or regulation.

(6) All changes in family composition must be reported to the Property Manager within ten (10) days of the occurrence. Failure to report with ten (10) days may result in a retroactive rent charge.

(7) This Lease will not be revised to permit a change of family composition resulting from a request to allow adult children to move back into the unit unless it is determined that the move is essential for the mental or physical health of Tenant and it does not disqualify the family for size unit it is currently occupying.

RENT ADJUSTMENTS.

Rent Adjustments. Tenant will be notified in writing of any Rent Adjustments due to the situations described above; all notices will state the effective date of the rent adjustment.

(1) Rent Decrease. In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances, provided Tenant reported the change in a timely manner, as specified above.

(2) Rent Increase. In the case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported within ten (10) calendar days of the occurrence, the increase will become effective the first day of the second ($2^{nd)}$ month following the month in which the change was reported.

(a) In the case of rent increase due to misrepresentation, failure to report change in income (after a reduction in rent per the fixed rent policy), PHA shall apply the increase in rent retroactive to the first of the month in which the misrepresentation occurred.

TRANSFERS

Tenant agrees that if PHA determines that the size or the design of the dwelling unit is no longer appropriate to Tenant's needs, PHA shall send Tenant written notice. Tenant further agrees to accept a new lease for a different dwelling unit of the appropriate size or design.

(1) PHA may move a Tenant into another unit if it is determined necessary to rehabilitate or demolish Tenant's unit.

(2) If a Tenant makes a written request for special unit features in support of a documented disability, PHA may modify Tenant's existing unit. If the cost and extent of the modifications needs are tantamount to those required for a fully accessible unit, PHA may transfer Tenant to another unit with the features requested at PHA's expense.

(3) A Tenant without disabilities that is housed in a unit with special features must transfer to a unit without such features should a Tenant with disabilities need the unit

(4) In case of involuntary transfers, Tenant shall be required to move into the dwelling unit made available by the PHA. Tenant shall be given fifteen (15) days time in which to move following the delivery of a transfer notice. If Tenant refuses to move, PHA may terminate the Lease.

(5) Involuntary transfers are subject to the Grievance Procedure, and no such transfers may be made until either the time to request a Grievance has expired or the procedure has been completed.

(6) PHA will consider any Tenant requests for transfers in accordance with the transfer priorities established in the Admissions and Continued Occupancy Policies.

UTILITIES; INTERRUPTION

Included in Base Rent. The PHA will supply the utilities checked below as part of Base Rent:

❒ Heat ❒ Water ❒ Sewer

❒ Gas ❒ Electricity

❒ Recycle & Garbage Hauling

Interruption. PHA will not be liable for any loss, injury or damage to any person or property caused by or resulting from any variation, interruption, or failure of utilities by the utility provider and rent will not abate during the interruption period.

SECURITY DEPOST

Amount. The Tenant shall pay the following security deposit upon signing the Lease (the "Security Deposit"): equal to one month's rent but not to exceed the sum of two hundred dollars ($200.00).

Purpose. The Security Deposit secures Tenant's performance of lease obligations, including but not limited to payment of Rent, and for the cost of repairing any damage to and cleaning up of the Property, including PHA-provided appliances, for which Tenant is responsible.

Refunding the Security Deposit

When Refunded. Within twenty (20) days of the later of when: (i) the Lease has terminated; and (ii) Tenant has vacated the Premises or PHA learn that Tenant moved out, PHA will give or mail Tenant a detailed written statement explaining the reason for retaining any of the Security Deposit and delivering a refund of any remaining portion due Tenant.

Where Mailed. The statement and refund (if any) will be addressed as Tenant directs, and in the absence of such direction or a

forwarding address, to Tenant last known address.

Amounts still Owed. Any deductions made from the Security Deposit for Rent owed will be made in the same order of application described in section RENT – Application of Rent. If the Security Deposit is not enough to reimburse PHA for all of its damages and/or cleaning and other expenses necessary to restore the Premises to its required condition or to pay any remaining Rent due, Tenant will be responsible for payment. Payment will be recorded under the HUD Debts Owed Form entry on the EIV database system.

TENANT'S DUTIES

(1) Not to assign the Lease or sublease the dwelling unit.

(2) Not to provide accommodations to boarders or lodgers.

(3) To use the dwelling unit solely as a private dwelling for the Tenant and the Tenant's household as identified in the Lease and not permit its use for any other purpose.

(4) To abide by necessary and reasonable regulations promulgated by the PHA for the benefits and well-being of the housing development.

(5) To comply with all obligations imposed upon Tenants by applicable provisions of building and housing codes materially affecting health and safety.

(6) To keep the dwelling unit and such other areas as may be assigned to Tenant for the Tenant's exclusive use in a clean and safe condition.

(7) Dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner.

(8) To use only in a reasonable manner all electric, plumbing, sanitary, heating, ventilating, and other facilities and appurtenances including elevators.

(9) To refrain from and to cause the household and guest to refrain from destroying, defacing, damaging or removing any part of the dwelling.

(10) To pay reasonable charges (other than for wear and tear) for the repair of damages to the dwelling unit or to the development (including damages to a development buildings, facilities, or common areas) caused by the Tenant, a member of the household or a guest.

(11) To act and cause household members or guests to act in a manner that will not disturb other resident's peaceful enjoyment of their accommodations and will be conducive to maintaining the development in a decent and safe and sanitary condition.

(12) To assure that no Tenant, member of the Tenant's household, a guest, or other person under the Tenant's control engages in:

(A) Criminal activity

(1) Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents;

(2) Any drug-related criminal activity on or off the premises; or

(3) Any violation of this subsection (12) shall be cause for termination of your tenancy and eviction from your apartment.

(B) To assure that no member of the household engages in an abuse or pattern of abuse of alcohol that affects the health, safety or right to peaceful enjoyment of the premises by other residents.

PHA DUTIES

The PHA is responsible:

(1) To maintain the dwelling in a decent, safe, and sanitary condition.

(2) To comply with requirements of applicable building codes and HUD regulations materially affecting health and safety.

(3) To make necessary repairs to the dwelling unit. However, if the Tenant or guest cause damage needing repair beyond the normal wear and tear, the Tenant shall be liable for the cost in accordance with the Maintenance Charges Schedule.

(4) Maintain development buildings, facilities, and common areas, not otherwise assigned to the Tenant, in a clean and safe condition.

(5) To maintain in good and safe working order and condition; electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by the PHA.

(6) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Tenant family) for the deposit of garbage, rubbish, and other waste removed from the dwelling unit.

(7) To 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).

(8) To notify the Tenant of the specific grounds for any proposed adverse actions by the PHA. (Such action includes, but is not limited to, a proposed lease termination, transfer of the Tenant to another unit, or imposition of charges for maintenance and repair, or for excess consumption of utilities). When the PHA is required to afford the Tenant the opportunity for a hearing under the PHA grievance procedure for a grievance concerning a proposed adverse action:

(A) The notice of the proposed adverse action shall inform the Tenant of the right to request such hearing. In case of a lease termination, a Notice of Lease Termination, shall constitute adequate notice of proposed adverse action.

(B) In the case of a proposed adverse action other than a proposed lease termination, the PHA shall not take the proposed action until the time for the Tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the Tenant) the grievance process has been completed.

(9) To consider lease bifurcation in circumstances involving domestic violence, dating violence, sexual assault, or stalking, if, the PHA chooses to bifurcate a lease, no assistance will be given for an individual who does not meet public housing eligibility and applies to submission of evidence of citizenship or eligible immigration status.

(10) Violence Against Women Act (VAWA) – VAWA protections cover tenants and household members as defined under applicable program regulations. If you are receiving assistance under the Public Housing program, you may not be denied assistance, terminated from participation, or be evicted from your rental housing because you or a member of your household are or have been a victim of domestic violence, dating violence, sexual assault, or stalking. See the attachment #9:

Notice of Occupancy Rights under the Violence Against Women Act (VAWA) – *form HUD-5380*

Certification of Domestic Violence, Dating Violence, Sexual Assault, And Alternative Documentation – *form HUD-5382*

ALTERATIONS

Tenant will not alter or improve the Premises (including changing locks, paint, shelving, adding locks or locking devices) without PHA's written prior consent.

NOTICES FOR INSPECTION, REPAIRS, ALTERATIONS, & LEASING

PHA may enter the premises to inspect it or make alterations or repairs at reasonable times. Except in emergencies, PHA will give Tenant at least two (2) days written notice of its intent to enter.

If the Tenant and all adult members of the Tenant's households are absent from the unit at the time of the entry for work to be performed in the unit, the PHA will leave in the unit a written statement specifying the date, time and purpose of entry prior to leaving the unit.

MOVE-IN AND MOVE-OUT INSPECTIONS

Prior to the Tenant beginning occupancy of the unit, the PHA shall inspect the unit together with the Tenant or Tenant's representative. The PHA will furnish Tenant with a written statement of conditions of the unit and the equipment provided with it. The statement shall be signed by both the PHA and the Tenant, and a copy of the statement shall be retained in the Tenant's file.

The PHA shall also inspect the unit at the time Tenant vacates the unit. The PHA shall furnish Tenant with a statement of any charge to be made in accordance with sections of this Lease. PHA will offer Tenant the opportunity to participate in the final inspection, unless Tenant vacates the unit without notice to the PHA. Tenant apartment will be inspected approximately at the end of thirty (30) days after Tenant first moves in. Unless problems are found, regular inspections will be made at 12 month intervals.

PERSONAL PROPERTY; RISK OF LOSS

The Tenant and their guest bear the risk of keeping personal property, including food, in or on the Premises. Tenant should obtain rental insurance coverage for such personal property. ***Renter's Insurance Acknowledgment*** attached.

NO SMOKING

Smoking is not allowed on the Premises or other places governed by the attached ***Smoke Free Housing and Fire Prevention Policy .*** Violation of this policy by the Tenant or its guests counts as a serious violation of the lease.

SMOKE AND CARBON MONOXIDE ALARMS

All such alarms are tested and operable. Tenant will not tamper with, disconnect, or otherwise disable these alarms. A violation of these rules is a serious and material violation of the Lease. PHA will charge as Additional Rent a $50.00 fee for each time Tenant tampers with the alarms, disconnects them or removes their batteries, plus the actual cost of repair and replacement to restore the alarms to a good and working condition in compliance with State laws. All such Additional Rent must be paid upon PHA's written demand for payment.

RIGHTS OF TENANTS

You shall have the right to exclusive use and occupancy of the Apartment by the members of your household authorized to reside in the Apartment in accordance with this Lease, including reasonable accommodations of your guests; provided however, you may not provide accommodations for boarders or lodgers. The term "guest" means a person in the Apartment with the consent of a household member. You must notify the PHA in writing whenever you have a guest staying overnight in your apartment more than three days. See the attached – ***House Rules.***

GROUNDS FOR TERMINATION OF LEASE; NOTICE PERIODS; OTHER PHA RIGHTS.

Grounds for Termination by PHA at Any Time. PHA may terminate this Lease at any time during the Term for good cause, each of which constitutes a "default" under or "breach" of this Lease.

Good cause includes the following:

(1) Serious or repeated violation of material terms of this Lease; repeated violation of any part of this Lease; three (3) major or material lease infractions such as conferences, fines, charges over a six (6) month period.
(2) Failure to fulfill household obligations.
(3) Repeated violation of any part of this Lease;
(4) Criminal activity that threatens the health, safety or right to peaceful enjoyment or use of the Property by other residents, persons residing near the Premises, the PHA, its agents, employees or invitees;
(5) Any violent criminal activity on or near the Premises;
(6) Drug-related criminal activity on or near the Premises in violation of local, state or federal law, including but not limited to illegal possession, sale or use of drugs;
(7) A conviction or arrest for the production, manufacture, possession, sale or use of methamphetamine at or near the Premises;
(8) Any behavior resulting from alcohol use that threatens or adversely affects the health, safety or right to peaceful enjoyment of the Property by other residents or by PHA, its agents, employees, or invitees; and,
(9) Tenant flees to avoid prosecution, custody or confinement after a felony conviction;
(10) Tenant violates a condition of probation or parole;
(11) Tenant is a registered or unregistered sex offender and fails to disclose to the PHA before moving in, or Tenant becomes a registered or unregistered sex offender during the Term of the Lease;
(12) A disturbance that creates, permits or maintains a nuisance in or about the Premises or otherwise interferes with the quiet enjoyment of the residents;
(13) Any dangerous or destructive action on or about the Premises to person or property;
(14) Tampering with building utilities or carbon monoxide or smoke alarms serving Tenant or other residents in the building in violation of the law;
(15) Household practices that cause or could reasonably cause waste, destruction or damage to the Property, including fire, water damage and graffiti;
(16) Any other conduct that threatens person or property at the Premises or Property;

Other good causes, including but not limited to:

(1) Failure to pay rent;
(2) Failure to disclose and document social security numbers as required;
(3) Failure to furnish information concerning family composition as necessary to determine rent, eligibility and the appropriateness of dwelling size;
(4) Furnishing false, incomplete or misleading information;
(5) Failure to provide any notice to PHA as required by the Lease;
(6) Subletting or assigning the Lease without the PHA's consent;
(7) Having unauthorized guests or guests for extended periods;
(8) The death of a sole household member;
(9) Business use of the Premises in violation of House Rules;
(10) Violation of the pet policy and procedures;
(11) Failure to transfer to an appropriate size dwelling unit based on submitted family composition information;
(12) Failure to transfer to another unit after signing the Accessible Unit Form and being required to relocate under the terms of that form;
(13) Failure to permit access to the unit by the PHA after PHA has supplied proper notice;
(14) Failure to abide by any of the terms of the Addenda;
(15) Failure to abide by the terms of a Repayment Agreement;
(16) Abusive, violent or threatening behavior towards neighbors or PHA or its employees, managers, or agents, including oral or written threats or physical gestures that

communicate intent to threaten, harm, frighten, abuse or commit violence;

(17) Abandonment of the Premises with or without written notice to PHA; and,

(18) Failure to provide PHA with 10-days written notice at the start of a planned absence for thirty (30) days or more, but not to exceed ninety (90) consecutive days;

(19) Absence from the Unit in excess of ninety (90) consecutive days is considered a violation of the residency requirement and grounds for eviction or non-renewal of lease.

(20) Discovery after admission of facts that made the Tenant ineligible;

(21) Discovery of material false statements or fraud by the Tenant in connection with an application for assistance or re-examination of income;

(22) Failure of a family member to comply with community service requirement provisions of part 961, subpart F, as grounds, only for non-renewal of the Lease and termination of tenancy of the end of the twelve-month lease term; and

(23) Failure to accept the PHA's offer of a lease revision to an existing lease, that is on a form adopted by the PHA in accordance to 24 CRF 966.3, with written notice of the offer of the revision at least sixty (60) calendar days before the lease revision is scheduled to take effect; and with the offer specifying a reasonable time limit within that period for acceptance by the family.

(24) Failure to report any change in income within ten (10) days of the change occurring so that rent is calculated accurately based on Tenant's income.

Additional Grounds for Termination Only After the Initial Term.

PHA may terminate the Lease at any time during the renewal period of the Lease if Tenant does not consent to PHA's proposed lease changes.

Termination Notices and Notice Periods.

Failure to Pay Rent. PHA may give Tenant fourteen (14) days written notice of termination for failure to pay Rent when due under the Lease.

Failure to Comply. PHA may give Tenant thirty (30) days' written notice of termination for any breach of the lease including a ten (10) day period to comply, except in the case of Waste, Nuisance, Unlawful Business Criminal Activity and Drug-related Activity. When the PHA gives the Tenant a notice to comply or vacate, the Tenant's compliance must occur within the cure period and must continue after the notice period. A resumption of the violation after the cure period constitutes a violation of notice.

Concurrent Notice Periods. Any notice period granted in this Lease will run concurrently with and not in addition to any default notice periods required by law.

Grievance Procedure. If Tenant has a dispute with PHA related to PHA's enforcement or termination of this Lease, Tenant has rights to request a grievance hearing to contest the PHA's action. The details of how and when the Tenant may do that are set out in the ***Grievance Procedure – attachment*** made a part of this Lease.

PHAs Remedies in Addition to Termination. In addition to the right to terminate the Lease, PHA has all other remedies available to it under the Law. Those remedies include, but are not limited to:

(1) Collecting all sums of Rent due under the Lease.

NON-WAIVER. PHA's waiver of any breach of any provision contained in this Lease will not be deemed to be a waiver of the same provision for later acts of Tenant. The PHA's acceptance of Rent or other amounts from the Tenant will not waive any previous breach by Tenant or additional amounts the Tenant owes.

NOTICES. All notices under this Lease will be in writing and effective (1) when delivered in person or via overnight courier to the other party, or (2) three (3) days after being sent by registered or certified mail to the other party. PHA's mailing address is:

The Housing Authority of the City of Pawtucket
214 Roosevelt Avenue
Pawtucket, Rhode Island 02862-1303

Tenant's mailing address will be the Premises, unless a different address has been provided to the other in writing.

RIGHT TO PERFORM. If Tenant fails to timely pay any amount or perform any other act required under this lease, PHA may make any such payment or perform such act on Tenant's behalf. In that event, Tenant will reimburse PHA for its expenses upon demand, and such amount will be collected as Additional Rent under this lease.

ENTIRE AGREEMENT. This Lease contains all of the agreements between PHA and Tenant relating to the Premises. No other agreements or understanding pertaining to the Lease will be valid or any force or effect and this lease will not be changed, except n writing signed by PHA and Tenant. The effective date of any such changes will be thirty (30) days after written notice to the affected Tenant(s).

NO ASSIGNMENTS OR SUB-LEASING. The Tenant may not assign this Lease or sublease the premises.

SEVERABILITY. Any provision of this Lease that will prove to be invalid, void or illegal will in no way affect, impair or invalidate any other provision of this Lease.

NO DISCRIMINATION. PHA will not discriminate based on race, creed, color, religion, sex, national origin, age, handicap, gender identity or being a recipient of public assistance. PHA will comply with all non-discrimination requirements of Federal, State and local law.

COMPLIANCE WITH LAWS AND RULES AND REGULATIONS.

Tenant will not use the Premises in any way that violates any law, ordinance, or governmental regulation (the "Law") and Tenant will obey all covenants, conditions, and restrictions of record, the ***House Rules*** attached to this lease, and any other policies, procedures or rules that are created from time to time during the Lease term (collectively, the "Rules'). Failure to comply with the Rules may result in fees or fines assessed by PHA, which are the Tenant's responsibility to pay. Any such fee or fine will be Additional Rent due under this Lease.

Tenants will have at least thirty (30) days written notice of any changes to the Rules before they take effect and when they take effect, they will become part of this Lease.

The PHA must give written notice of lease termination of:

(1) Fourteen (14) days in case of failure to pay rent;
(2) A reasonable period of time considering the seriousness of the situation (but not to exceed thirty (30) days):
    (A) If the health or safety of other residents, PHA employees, or persons residing in the immediate vicinity of the premises is threatened; or
    (B) If any member of the household has engaged in any drug-related criminal activity or violent criminal activity; or
    (C) If any member of the household has been convicted of a felony.
(3) Thirty (30) days in any other case, except that if a State or local law allows a shorter notice period, such shorter notice shall apply.

The notice of lease termination to the Tenant shall state specific grounds for termination, and shall inform the Tenant of the Tenant's rights to make such reply as the Tenant may wish. The notice shall also inform the Tenant of the right to examine PHA documents directly relevant to the termination of or eviction. When the PHA is required to afford the Tenant the opportunity for a grievance hearing, the notice shall also inform the Tenant of the Tenant's right to request a hearing in accordance with the PHA's grievance procedure.

A notice to vacate which is required by State or local law may be combined with, or run concurrently with, a notice of lease termination.

ADDENDA TO LEASE

THE CHECKED DOCUMENTS BELOW ARE PART OF THE LEASE. VIOLATIONS OF THEIR TERMS MAY RESULT IN EVICTION AS DESCRIBED IN SECTIONS ABOVE. BY INITIALING NEXT TO EACH CHECKED BOX, TENANT AGREES THAT HE OR SHE HAS RECEIVED AND REVIEWED THE DOCUMENTS OR HAD THE CHANCE TO REVIEW THEM IN THE PHA'S OFFICE.

Acknowledgements (to be signed):

Initials Initials ❒ Attachment # 1 House Rules

Initials Initials ❒ Attachment # 2 Lead Based Paint Disclosure

Initials Initials ❒ Attachment # 3 Mold Acknowledgement

Initials Initials ❒ Attachment # 4 Renter's Insurance

Initials Initials ❒ Attachment # 5 Smoke Free Housing and Fire Prevention Policy

Policies & Procedures:

Initials Initials ❒ Attachment # 6 Pet Policy

Initials Initials ❒ Attachment # 7 Grievance Procedure

Initials Initials ❒ Attachment # 8 Tenant Charges

Initials Initials ❒ Attachment(s) # 9 (to be signed) Notice of Occupancy Rights under the Violence Against Women Act (VAWA) – *form HUD-5380* Certification of Domestic Violence, Dating Violence, Sexual Assault, And Alternative Documentation – *form HUD-5382*

SIGNATURES

Head of Household: _____

Adult Family Members:

_____

_____

_____

Date: _____

SIGNATURES

PHA: _____

Date: _____



Proposed Public Housing

House Rules

2027

HOUSE RULES AND REGULATIONS

These House Rules and Regulations are established to promote a safe, sanitary, peaceful, and well-maintained living environment for all Pawtucket Housing Authority (PHA) residents. All residents, household members, guests, and visitors are required to comply with these House Rules, the Dwelling Lease, and applicable PHA policies. Residents are responsible for the conduct of their household members, guests, and visitors while on PHA property.

1. CARE OF THE UNIT

Residents must keep the unit clean, safe, sanitary, reasonably uncluttered, and in good condition. Routine housekeeping includes cleaning floors, counters, sinks, bathrooms, appliances, and cooking areas; promptly cleaning spills, food residue, and grease; properly storing food; disposing of trash and household waste; and preventing conditions that may attract pests or create odors, fire hazards, or unsanitary conditions.

Bathroom exhaust fans and other ventilation equipment must be used as intended during bathing or showering, kept reasonably clean and unobstructed, and promptly reported to PHA if not working properly.

Ovens and stovetops may not be used for storage. Pots, pans, food, paper products, plastic items, clothing, household belongings, or other materials may not be stored inside an oven or on stovetop burners when the appliance is not being used for cooking. Ovens and stovetops may not be used to heat the dwelling unit.

Cooking must not be left unattended when it creates a fire or safety hazard. Kitchen exhaust and ventilation equipment must be used as intended.

Electrical panels, breaker boxes, water heaters, heating, cooling and ventilation equipment, plumbing, utility equipment, and other PHA building systems must remain accessible and unobstructed. Residents may not remove, cover, block, disconnect, tamper with, or alter this equipment and must promptly report damage or needed repairs.

Residents are responsible for damage beyond normal wear and tear caused by the resident, household members, guests, or visitors. Applicable repair, cleaning, or replacement costs may be charged in accordance with the Lease, Resident Charges Policy, Schedule of Resident Charges, and other applicable PHA policies.

2. ALTERATIONS, LOCKS & UNIT EQUIPMENT

Residents may not make alterations, modifications, or improvements to the unit without prior written PHA approval. This includes changing locks, painting, installing fixtures or

permanent shelving, changing flooring, drilling excessive holes, or altering plumbing or electrical systems.

Satellite dishes and antennas may not be attached to shared exterior building surfaces or installed in common areas, or extended beyond the boundaries of a resident's exclusive-use area, except as permitted by applicable law. Qualifying installations in areas under a resident's exclusive use or control will be addressed in accordance with applicable FCC requirements. Any PHA installation restrictions must comply with those requirements, including applicable safety exceptions.

Reasonable accommodation requests involving modifications to a unit will be considered in accordance with PHA policy and applicable requirements.

3. OCCUPANCY & GUESTS

Only authorized household members may reside in the unit. Residents must promptly notify PHA of the birth, adoption, or court-awarded custody of a child. For all other proposed household additions, residents must request and receive PHA approval before the person moves into or establishes residence in the unit. Boarders and lodgers are prohibited.

Residents must notify PHA in writing and obtain prior written approval when an overnight guest will be staying in the unit for more than three (3) days.

Unless otherwise approved in writing by PHA, a guest may not stay in the unit for more than fourteen (14) consecutive days or thirty (30) cumulative calendar days during any twelve (12) month period.

Approval of a guest's stay does not authorize the guest to become a household member or establish permanent residence in the unit. Residents must request and receive PHA approval before adding any person to the household, except as otherwise provided for births, adoptions, or court-awarded custody. Submission of a request does not constitute approval.

Frequent overnight stays, possession of a unit key, receipt of mail, use of the unit address, or other circumstances may be considered by PHA when determining whether an individual is residing in the unit without authorization. No single factor automatically establishes unauthorized occupancy.

Residents are responsible for the conduct of their guests and visitors while on PHA property. Guests and visitors must comply with the Lease, House Rules, and applicable PHA policies.

Guests and visitors may use common access routes to reach or leave the resident's unit and may wait a reasonable time for the resident, provided they do not block access, create disturbances, or enter restricted areas. Use of community rooms, laundry rooms, and other shared facilities remains subject to applicable PHA rules.

Requests for exceptions, including reasonable accommodations related to a disability, will be reviewed in accordance with applicable PHA policies and requirements.

4. NOISE, DISTURBANCES & CONDUCT

Residents, household members, guests, and visitors must respect the peaceful enjoyment of others and may not create or allow excessive or disturbing noise. This includes loud televisions, music, speakers, instruments, appliances, yelling, fighting, parties, repeated banging, or other disruptive noise. Quiet hours are from 10:00 p.m. to 7:00 a.m. daily.

Music or other sound from vehicles must not be operated at a level that disturbs residents. Unnecessary horn honking, engine revving, or similar disturbances are prohibited.

Threats, harassment, intimidation, violence, criminal activity, drug-related criminal activity, vandalism, and intentionally disruptive behavior are prohibited and will be addressed in accordance with the Lease and applicable PHA policies.

Firearms and Prohibited Weapons. Residents, household members, guests, and visitors must comply with all applicable federal and Rhode Island laws governing firearms and prohibited weapons, as well as the PHA Firearms and Prohibited Weapons Policy, incorporated into the Lease as Attachment #11. The unlawful possession, use, discharge, or threatening display of firearms or other weapons on PHA property is prohibited. Firearms and ammunition must be stored and handled safely in accordance with applicable law. Violations will be addressed in accordance with the Lease, PHA policy, HUD requirements, and applicable law.

Residents are responsible for the appropriate supervision and conduct of minor children who are household members or guests. Children may not be permitted to engage in conduct that damages PHA property, creates an unsafe condition, causes an unreasonable disturbance, or interferes with the peaceful enjoyment of other residents.

5. SMOKING

Residents, household members, guests, and visitors must comply with the PHA Smoke-Free Housing Policy, incorporated into the Lease as Attachment #2. Smoking is prohibited inside all PHA dwelling units and indoor common areas, on porches and balconies, and within twenty-five (25) feet of any PHA building. Enforcement will be conducted in accordance with that policy and the Lease.

6. FIRE & LIFE SAFETY

Residents must maintain their units in a manner that does not create a fire or safety hazard.

Fireworks, pyrotechnics, explosives, candles, incense, oil lamps, live Christmas trees, and other open-flame or similar fire-hazard items are prohibited on PHA property.

Residents, household members, guests, and visitors may not remove, disconnect, disable, cover, obstruct, hang items from, tamper with, or damage smoke alarms, carbon monoxide alarms, sprinkler systems, or other fire- and life-safety equipment.

When a fire or carbon monoxide alarm sounds, residents must follow emergency evacuation instructions and call 911 from a safe location. Residents must not assume an alarm is a malfunction. Low-battery chirps, missing or damaged equipment, leaks, and other equipment problems must be reported immediately to the PHA Work Order Line. Reporting a problem to Maintenance does not replace calling 911 for an emergency.

In buildings equipped with sprinkler systems, furniture, boxes, clothing, stored items, and other belongings must be kept at least eighteen (18) inches below and away from sprinkler heads. This requirement applies throughout the unit, including closets and storage areas. Belongings may not be stacked, stored, hung, or placed in a manner that obstructs a sprinkler head or interferes with the proper operation of the sprinkler system.

Doors, windows, hallways, stairways, and other required means of egress must remain clear and unobstructed.

Residents, household members, guests, and visitors may not access roofs or roof-access areas unless specifically authorized by PHA. Climbing, sitting, standing, or playing on transformers, utility or mechanical equipment, fences, railings, or other PHA equipment or structures not intended for such use is prohibited.

Flammable, combustible, explosive, or hazardous materials may not be stored in a unit except ordinary household products used and stored safely for their intended residential purpose.

Motorcycles, fuel-powered scooters, and similar fuel-powered vehicles may not be stored inside dwelling units or indoor common areas.

7. AIR CONDITIONERS & ELECTRICAL SAFETY

Residents must comply with the PHA Air Conditioning & Mini-Split System Policy, incorporated into the Dwelling Lease as Attachment #4. Resident-owned air conditioners must be installed only in PHA-approved locations, comply with electrical and life-safety requirements, and be operated and removed in accordance with that Policy. Resident-owned air conditioners may not exceed 5,000 BTUs unless otherwise approved in writing by PHA. PHA-owned mini-split systems may not be altered, disconnected, obstructed, removed, or serviced by residents. Residents must promptly report damage or malfunctions to Management, declare air conditioning use as required, and pay any applicable utility surcharge assessed in accordance with PHA policy and HUD requirements. Reasonable accommodation requests will be considered under applicable PHA policy and law.

Residents may not overload electrical outlets or circuits and must promptly report damaged outlets, wiring, or electrical equipment by calling the PHA Work Order Line.

E-bikes, e-scooters, and similar lithium-ion battery devices may not be charged in hallways, stairways, exits, or other common areas. Damaged, altered, recalled, or incompatible batteries and chargers may not be used or charged on PHA property.

Disability-related mobility equipment needs, including storage and charging, will be addressed through the reasonable accommodation process.

8. APPLIANCES, PLUMBING & WATER USE

The PHA-provided refrigerator and stove are part of the unit and must be kept clean, sanitary, and in good condition. Residents must promptly report appliance malfunctions or needed repairs.

No appliance other than the PHA-supplied stove and refrigerator is permitted in the unit, including but not limited to an additional refrigerator, freezer, washing machine, dryer, or dishwasher, unless PHA provides prior written approval. This restriction is subject to approved reasonable accommodations and the exception for accessible units specifically equipped with appropriate hookups.

Units specifically designed and equipped for additional appliances may use those appliances as authorized by PHA. Disability-related exceptions will be considered under the reasonable accommodation process. Waterbeds are prohibited.

Paper towels, wipes, including wipes labeled or advertised as “flushable,” sanitary products, diapers, grease, cooking oil, coffee grounds, eggshells, and other materials that may clog or damage plumbing must not be placed in toilets, sinks, or drains.

9. PEST CONTROL & VERMIN

Residents must immediately report any known or suspected pest or vermin activity by calling the PHA Work Order Line. This includes, but is not limited to, bed bugs, cockroaches, rodents, fleas, and other insects or vermin.

Residents must cooperate fully with PHA and its pest-control contractor, including providing access for inspection and treatment, following all preparation instructions, maintaining the unit in a condition that allows effective treatment, and cooperating with all required follow-up inspections and treatments.

Residents, household members, guests, and visitors must never attempt to treat or exterminate pests or vermin themselves. Store-bought or homemade pesticides, insecticides, sprays, foggers, bombs, powders, traps, chemicals, or other pest-control treatments may not be used unless specifically authorized by PHA. Failure to promptly report pest or vermin activity, attempting unauthorized treatment, refusing access, or failing to follow required preparation or treatment instructions may be addressed in accordance with the Lease and PHA policy.

Residents may request disability-related assistance with pest-control preparation and treatment requirements through the PHA reasonable accommodation process.

10. TRASH & RUBBISH

Residents must properly dispose of household trash, recyclables, and waste in designated receptacles. Trash must be securely bagged, placed completely inside the

appropriate receptacle, and may not be left outside units, in common areas, on the ground, or beside dumpsters except where Management specifically designates otherwise. Dumpster and receptacle lids must be closed after use, where applicable.

Furniture, mattresses, appliances, electronics, and other bulk items may be disposed of only as directed by Management. Residents must contact Management before placing bulk items for disposal. Improper disposal may result in applicable resident charges.

Where trash and recycling containers are assigned to a unit, residents must place and return them according to the collection schedule and Management instructions.

11. COMMON AREAS

Hallways, stairways, elevators, entrances, community rooms, laundry rooms, and other shared common areas are for the use and enjoyment of all residents and must remain clean, safe, and unobstructed.

Residents, guests, and visitors may not block entrances, exits, hallways, or other access routes; create excessive noise or disturbances; or remain in restricted areas without authorization. These restrictions do not prohibit ordinary passage, reasonable waiting for a resident, peaceful socializing in areas intended for resident use, or lawful resident meetings and organizing activities. Common areas must be used in accordance with their intended purpose and applicable PHA rules.

Residents may not store personal property in unauthorized common areas, block entrances or exits, leave trash or debris, damage or tamper with PHA property, or use common areas in a manner that creates a nuisance or interferes with others. Bicycles, scooters, chairs, toys, and other personal property must be stored only in areas permitted by PHA.

12. PORCHES, OUTDOOR AREAS & GRILLS

Porches, patios, balconies, and areas immediately outside dwelling units must be maintained in a clean, safe, and orderly condition. Trash, boxes, indoor furniture, combustible materials, or other items that create a fire, pest, sanitation, or safety hazard may not be stored in these areas.

Items may not be hung from porch rafters, roofs, support beams, or placed on porch railings.

Clothing, rugs, blankets, or other articles may not be hung from windows, balconies, porches, railings, or other exterior areas.

Water hoses may not be attached or used. Water sprinklers, pools of any type, Slip ’N Slides, and similar recreational water items are prohibited at all PHA developments.

Trampolines, swing sets, sandboxes, portable basketball goals, large recreational equipment, or similar items may not be installed, placed, or stored on PHA property without prior Management approval.

Ball playing, bicycle riding, and other recreational activities are prohibited in parking areas, roadways, building entrances, hallways, stairwells, and other locations where the activity may create a safety hazard, interfere with residents, or damage PHA property. Bicycles, scooters, toys, and recreational equipment may not be left unattended in common areas or other locations where they create an obstruction or safety hazard and must be properly stored when not in use.

The use or storage of gas, charcoal, or other grills, whether indoors or outdoors, is strictly prohibited at all PHA developments.

13. PETS & ANIMALS

Residents must comply with the PHA Pet Policy. Pets must be approved and registered as required by PHA and must not create a nuisance, threat, repeated disturbance, or unsanitary condition.

Residents must immediately clean up after their animals and properly dispose of animal waste in designated pet waste stations, where provided, or other appropriate PHA waste containers.

Residents, household members, guests, and visitors may not feed stray animals or wildlife on PHA property. Food, bowls, containers, or other items intended to attract or feed stray animals or wildlife may not be placed outside units or anywhere on PHA property.

Assistance animals are not pets and are handled in accordance with PHA reasonable accommodation requirements and applicable law.

14. DOORS, WINDOWS & BUILDING SECURITY

Residents may not prop open, disable, alter, damage, or interfere with secured exterior doors, windows, screens, locks, or other security devices. Unit keys, access cards, fobs, entry codes, or other access devices may not be loaned, shared, duplicated, or provided to unauthorized persons, and residents may not provide building access to unknown or unauthorized individuals.

Windows must have appropriate window coverings, such as curtains, blinds, or shades. Sheets, blankets, towels, foil, plastic, cardboard, or other materials not intended for use as window coverings may not be used in windows. Window coverings may not interfere with the safe operation of windows or block a required means of emergency egress. Residents may not damage, remove, or alter PHA-provided blinds, shades, screens, or other window components.

Residents must close unit windows during rain, storms, severe weather, or other conditions when leaving windows open could result in water or property damage. Clothing, linens, rugs, towels, dust mops, or other items may not be hung, shaken, thrown, or extended from windows.

Nothing may be hung, attached, taped, nailed, screwed, or otherwise placed on or over unit entrance doors or door frames, including wreaths, signs, decorations, hooks, hangers, or similar items.

Doors, windows, hallways, stairways, and other required means of egress must remain clear and unobstructed. Door mats, rugs, shoes, furniture, decorations, or other personal belongings may not be placed where they block or restrict access or egress.

Residents, household members, guests, and visitors may not open, remove screens from, tamper with, or otherwise interfere with windows located in hallways, stairwells, laundry rooms, community rooms, or other common areas unless specifically authorized by PHA. Common-area windows are under the control of PHA and must remain in the position established by Management.

Residents, household members, guests, and visitors may not take, open, conceal, or otherwise interfere with another resident's mail, packages, or deliveries. Misdelivered items should be reported to the carrier or Management.

15. PARKING & VEHICLES

Resident vehicles must be registered with Management. Residents must immediately notify Management of any vehicle change. One valid site-issued parking sticker is permitted per household and must be visible on the vehicle windshield at all times.

Parking is assigned. Only cars and small pickup trucks are permitted. All vehicles must be operable and functional and must be parked in clearly marked, authorized spaces, entirely within the lines and occupying only one space.

Parking in fire lanes, non-designated spaces, accessible spaces without authorization, loading areas, or other restricted locations is prohibited. Vehicles parked in fire lanes, outside marked spaces, or occupying more than one space are subject to towing at the owner's expense in accordance with applicable law.

Visitors and service providers, including home-care workers, must park in designated visitor parking unless otherwise authorized by PHA.

Vehicle repair work, including oil changes, vehicle washing, and storage of inoperable or abandoned vehicles are prohibited on PHA property. Vehicles leaking oil, fuel, coolant, or other fluids may not remain on PHA property. Residents are responsible for promptly reporting and addressing vehicle leaks and applicable cleanup costs.

Vehicles, including motorcycles and motorized scooters, may not be driven on lawns or sidewalks, except mobility devices being used for their intended accessibility purpose.

Failure to comply with parking requirements may result in towing at the vehicle owner's expense and applicable resident charges, subject to law and PHA procedures. The right to use PHA parking is co-terminous with the household Lease. PHA is not responsible for damage to vehicles or personal property left inside vehicles except as required by law.

16. LAUNDRY ROOMS

Residents must comply with posted laundry-room hours and equipment instructions.

Residents should remove clothing promptly when a wash or dry cycle is completed. If others are waiting, residents should limit use to one machine at a time.

Shoes, sneakers, rubber, plastic, or other items that may damage laundry equipment may not be placed in dryers.

Residents must report malfunctioning laundry equipment by calling the PHA Work Order Line. Laundry facilities are for authorized resident use.

17. MAINTENANCE, ACCESS & EMERGENCIES

Residents must promptly report maintenance problems by calling the PHA Work Order Line at 401-721-6050 and permit PHA access to the unit as provided by the Lease. Broken locks, windows, exterior doors, security devices, or other safety concerns must also be reported promptly.

Active leaks, overflowing toilets, flooding, significant water intrusion, burning odors, sparking outlets, and other conditions presenting an immediate threat to health, safety, or property must be reported immediately to the PHA Work Order Line at 401-721-6050, regardless of the time of day.

After regular business hours, the PHA Work Order Line should be used only for emergency maintenance conditions requiring immediate attention, such as major water leaks or burst pipes, gas leaks, serious plumbing problems, lockouts, or other conditions presenting an immediate threat to health, safety, or property.

For a fire, medical emergency, suspected gas emergency, or other life-threatening condition, call 911 first. Residents must promptly report accidents involving personal injury or significant property damage occurring on PHA property to Management.

Non-emergency maintenance requests must be reported by calling the PHA Work Order Line during normal business hours. Applicable after-hours charges may be assessed when permitted by PHA policy.

18. MOVING IN OR OUT

Residents must coordinate move-ins and move-outs with Management. A bonded mover must handle furniture and other large objects unless the Authority grants written consent otherwise. All moving by a bonded mover must take place between 7:30 a.m. and 3:00 p.m., Monday through Friday, excluding PHA-observed holidays. These requirements apply to both move-ins and move-outs.

Residents must protect elevators, doors, walls, and other PHA property during moves. Furniture, moving items, and debris may not be left in hallways, stairwells, entrances, sidewalks, parking areas, or other common areas. Requests for reasonable accommodation will be reviewed under PHA policy.

Upon move-out, residents must remove all personal belongings and trash, leave the apartment clean, and pay applicable charges for damage beyond normal wear and tear. Residents must lock doors and windows and return all keys, access cards, fobs, and other PHA-issued access devices directly to Management. The move-out process includes completion of the apartment inspection.

Keys must never be returned through another resident. The resident is considered moved out only when keys have been returned directly to Management and the apartment inspection has been completed, subject to the Lease and applicable law.

19. SOLICITATION

Door-to-door commercial solicitation, sales, or canvassing on PHA residential property is prohibited unless specifically authorized by PHA or otherwise protected by applicable law.

20. VIOLATIONS & ENFORCEMENT

Failure to comply with these House Rules may result in corrective action, applicable resident charges, a notice of lease noncompliance, or other action authorized by the Lease, Resident Charges Policy, Schedule of Resident Charges, other applicable PHA policies, HUD requirements, and applicable law.

Nothing in these House Rules limits rights provided under the Lease, PHA Grievance Procedure, reasonable accommodation requirements, VAWA, fair housing requirements, or other applicable requirements.

21. REASONABLE ACCOMMODATION

A resident with a disability may request a reasonable accommodation to a PHA rule, policy, practice, or procedure when an accommodation is necessary because of a disability. Requests may be made verbally or in writing by the resident or someone acting on the resident's behalf. Staff will document verbal requests and forward them to the Director of Housing Management for review. Residents are not required to use a particular form or the words "reasonable accommodation." Residents may contact Management for assistance with the process.

22. ACKNOWLEDGMENT

By initialing Attachment #1 in the Lease Attachment/Addenda section and signing the Lease, the resident acknowledges receipt of the House Rules and Regulations and agrees that the household, guests, and visitors will comply with its requirements.



Current Public Housing

House Rules

THE HOUSING AUTHORITY OF THE CITY OF PAWTUCKET, RHODE ISLAND

House Rules and Regulations

(Revised March 2021)

All tenants, guests and visitors of The Housing Authority of the City of Pawtucket, RI are required to comply with the Rules and Regulations stated herein, regardless of any contrary rules set forth by any other lessor, lessee, or guest.

The Units

1) No tenant may make any modifications to their unit without the prior, written consent of the Pawtucket Housing Authority.
2) Each tenant shall keep their Unit in good order and repair and in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.
3) Smoking is prohibited by residents and their guests within 25 feet from all PHA residential buildings, common areas, administrative and management buildings, restrooms, and units.
4) Tenants shall be held responsible for any type of damage caused to the unit dwelling that is not the result of normal wear and tear. The costs to replace or repair damaged items, fixtures, or other apparatus contained within or on the unit will be charged back to the tenant at current cost of materials.
5) Tenant shall not permit anything to fall or be thrown from the windows, doors, balconies or porches of the Premises and Tenant shall not cause any damage to the Premises. Costs to repair any damages will be charged back to the tenant.
6) Tenants shall not engage in any form of drug related criminal activity. Every tenant has signed a Lease upon move in and/or recertification, and said document dictates the rules, regulations, and consequences of drug related criminal activity on the property and should always be referenced when dealing with drug related criminal activity.
7) Tenant shall not alter any lock or install a new or additional lock or locks on the Premises. Management retains a key to each Unit on file. Except in an emergency, Management does not enter any Unit without prior notice to the tenant.
8) All air conditioners must carry the *energy star* brand label and be *no more than 10,000* BTU's. For family developments, an air conditioner can only be installed in rooms with more than one window to allow egress from the room in case of an emergency. For Burns, Fogarty, Kennedy and St. Germain Manors, an air conditioner must fit into the PHA provided sleeve and MUST rear vent.
9) The PHA does not provide labor to install or remove A/C units from tenant units.
10) No indoor pools, hot tubs, washing machines or clothes dryers are allowed in the Units, except in certain handicap accessible units in which appropriate hookups were installed as part of design construction.
11) No tenant or their guests shall at any time bring into or keep in his/her Unit any flammable, combustible or explosive fluid, material, chemical, or substance, except such cleaning fluids as are customary for residential use. This includes housing vehicles such as motorcycles and motorized scooters
12) No paper towels, sanitary products, baby wipes, or other such items shall be disposed of in the plumbing; no coffee grounds, eggshells or any oil, grease or non-biodegradable products shall be disposed of in the plumbing.

13) No pets shall be kept in or on the Premises, nor permitted or allowed on the Premises or Apartment Community by Tenant or Tenant's Family without written consent by PHA through a signed Pet Policy.

14) Satellite dishes are not allowed at all to be placed on the exterior of the building, outside of a unit and/or extend out of a Unit's window.

15) The possession or use of fireworks, pyrotechnics, or explosives on PHA property is strictly forbidden.

16) Open flames, including candles, potpourri burners, oil lamps, hurricane lamps, tiki lamps, torches and any other lamps that produce a flame is strictly prohibited.

17) Burning incense or other materials is prohibited on PHA property

18) Porches – Objects are not permitted to be hung from the rafters, roof or support beams. Objects are not to be placed on porch railings.

19) Waterbeds are not allowed.

20) No water hoses are to be attached or used.

21) No water sprinklers are to be used.

22) No appliance other than the PHA-supplied stove and refrigerator are allowed in the unit; including but not limited to an additional refrigerator, freezer, washing machine, dryer, etc.

Noise and Disturbance

1) Tenant shall not make or permit disturbing noises to be made by Tenant's Family in the Premises or the Apartment Community or the grounds of the Apartment Community. Tenant shall not permit anything to be done by such persons which is unlawful, improper or otherwise offensive to, or, which will interfere with the rights, comforts or convenience of, other tenants in the Apartment Community.

2) No instruments or appliances, including but not limited to musical instruments, tape recorders, iPad, iPod, radios, televisions, stereo systems, or other equipment producing amplified sound shall be operated in a manner to be heard outside the Premises.

3) All noise levels, including volume of television sets, radios, phonographs, electronic devices and other sound devises and loud parties shall be turned down/lowered after 10:00 p.m., and shall, at all times, be kept at a reasonable sound level to avoid bothering neighbors. All bass levels shall be lowered and kept at a reasonable level at all times.

Common Areas

1) Except in areas designated by management, there shall be no storage of or leaving of sport and recreation equipment or personal property of any kind in or on any part of the Common Areas. Items such as bicycles, scooters, chairs, picnic tables, are included in the definition of personal property. Items can and will be confiscated and disposed of without warning.

2) The use and or storage of a grill, whether gas or charcoal, whether inside or outside, is strictly prohibited at all developments of the Housing Authority of the City of Pawtucket, RI.

3) No clothes, sheets, blankets, laundry, rugs or any other kind of articles shall be hung out of a Unit or exposed to any part of the Common Areas. The Common Areas shall be kept free and clear of all debris.

4) Certain facilities have designated outdoor drying yards for tenant use only.

5) The Units and common facilities shall not be used in any manner that is harmful, offensive, or unlawful or which constitutes a nuisance. There shall be no running, yelling, lounging, loitering or loud noises or disturbances in any part of the Common Areas and facilities in ways that violate every tenant's right to a peaceful environment.

6) No harmful or offensive activity shall be carried out in any Unit, or in the Common areas, nor shall anything be done, willfully or negligently, which shall be or become an annoyance or nuisance to the other tenants. No tenant shall make or permit any disturbing noises by themselves, their family, visitors, or lessees nor do nor permit anything by such persons that will interfere with the rights, comforts or convenience of other tenants.

7) No vehicles including but not limited to motorized scooters, motorcycles, and automobiles may be driven on the sidewalks or lawns. All vehicles must be driven on the roadway in a safe manner.

8) Drivers of cars on the property shall refrain from honking horns, playing music that can be heard outside the vehicle, and revving the engine or otherwise causing any other loud noises that might disturb tenants.

9) Tampering with, vandalizing and/or any unauthorized use of any equipment or utilities in Common Areas by any person is not allowed. Anyone who tampers and/or vandalizes any equipment or utilities in Common Areas will be subject to fines as well as cost of repairs. Said person is also subject to legal action and/or cost of repairs from utility companies. Only authorized personnel and/or maintenance are allowed to maintain and/or perform work as needed on any equipment or utilities on Common Areas.

10) No pools of any type including Slip 'N' Slides® are to be used at any of the developments owned by the Pawtucket Housing Authority.

Parking

1) Vehicles must be registered with the Management Office. Residents are required to notify the office immediately if there is a change in vehicle. Residents will be issued one valid parking sticker per household. A valid site issued parking sticker must be visible on the windshield of the vehicle at all times.

2) Vehicles are not allowed to park in fire lanes at any time. Any vehicle left or parked in a fire lane will be towed at the owner's expense with no exceptions.

3) All tenants' vehicles must be parked in a clearly indicated parking space defined by parking lines. Any vehicle parked in a non-designated parking spot will be towed at the owner's expense with no exceptions.

4) All vehicles must be within the parking lines only occupying one space. Any vehicle taking up more than one space will be towed at the owner's expense with no exceptions.

5) Parking is assigned.

6) Only cars and small pick-up trucks are permitted.

7) Vehicle repair work, including oil changes, is prohibited on the property. Vehicles must be operable and functional; storage of vehicles is strictly prohibited. Washing of cars in the parking lot is prohibited.

8) Failure to comply with items 1-7 herein shall result in the towing of vehicles at the Resident's expense and the application of appropriate resident charges.

9) The right to use parking spaces on the property is co-terminus with the Lease Agreement for the household.

10) Management and Owner are not responsible for any injury or damages sustained by Resident's vehicle or to personal property left in Resident's vehicle.

Rubbish Removal

1) Tenant shall keep the Premises in a clean condition at all times. No dirt, garbage, refuse or any other substances shall be disposed of from the Premises or the Apartment Community except in proper receptacles.

2) All household rubbish, recyclables and unacceptable garbage must be properly disposed of at all times and must not be left on any part of the common areas or outside your apartment door.

3) Large items such as beds, mattresses, televisions, computer monitors, sleep sofas, household furniture, appliances, rugs, tires, and large exercise equipment, must be taken to the loading dock area at high-rise buildings and to the dumpster / trash room for low-rise buildings.

4) You are responsible for taking and placing your trash in the dumpster, trash chute or unit assigned trash receptacle. We suggest using trash bags with twist ties for loose trash. Make sure all trash/waste goes into the dumpster immediately.

5) For those units with rolling trash receptacles provided by the City of Pawtucket, each unit will be assigned their own trash and recycling receptacles. Residents will be responsible for bringing these containers to the street for pickup on designated pickup days.

Maintenance Issues

1) If the office is closed and there is an **emergency maintenance issue**, please immediately notify the answering service for the Management Office and they will contact the appropriate parties. Management considers the following to be examples of emergency maintenance issues:

   - Burst water pipes and/or boilers
   - Water leaking into or out of your Unit
   - Gas leaks
   - Fire – Call Fire Department ***"911"*** before calling Management
   - Lock out of unit
   - Clogged toilet

2) No reports or calls should be made for non-emergency items or concerns after regular business hours. Certain after-hours maintenance emergency services performed at your request will incur a maintenance charge.

3) Power outages are out of Management's control and are the responsibility of the electrical company, which is National Grid. Management highly recommends in case of future power outages that National Grid is called first to report the power outages; and then Management/Answering Service. **If there is a life-threatening emergency always call *"911".***

4) Please maintain your Unit's smoke detectors in good, working condition at all times. Please contact the Management Office if you need a replacement. Do not disconnect these detectors.

Laundry

1) Please remember to follow Laundry Room Etiquette and Washing Machine and Dryer Instructions that are posted in Laundry Room.

2) Do not put shoes, sneakers, rubber, or plastic items into the dryers for these will harm and damage the machines.

3) The laundry machines provide the amount of time remaining on your washing and drying cycles; please move your clothes upon completion of the cycle so that others may use the machine. If there are others waiting to use machines, please use only one machine at a time.

4) Designated outdoor drying yards are for tenant use only.

5) Laundry room hours of operation are posted at each housing development.

6) Notify your Management office if the washer or dryer needs repair.

Guests

1) A Resident family must notify the PHA in writing when overnight guests will be staying in the unit for more than three (3) days. A guest can remain in the unit no longer than fourteen (14) consecutive days or thirty (30) cumulative calendar days during any twelve (12) month period and;

2) A resident family must receive written permission from the PHA when overnight guests will be staying in the unit for more than 3 days.

Obligations upon Moving

1) A bonded mover must handle furniture and other large objects unless written consent by the Authority is granted.

2) All moving by a bonded mover must be done between 7:30 AM and 3:00 PM Monday through Friday, excluding PHA observed holidays.

3) The same rules apply to moving in and moving out of the housing developments. The resident will be responsible for the cost of cleaning the apartment and also for the cost of replacement of items damaged

during the residency, other than normal wear.

4) Lock the windows and doors and return the keys to the management office. You have officially moved only when the keys are returned to the office and your apartment inspection is completed.

5) Do not under any circumstance, return your key to another resident.

Canvassers, Salesmen and Solicitors Prohibited

1) Canvassers, salesmen and solicitors are not allowed on the premises to solicit goods and services for residents.

Vermin, Pests and Insects

1) A professional exterminator is under contract to service the PHA buildings. Please notify your Management office if you require this service

I have read and accept the house rules and regulations above:

_____	_____
Head of Household Signature	Date
_____	_____
Adult Household Member	Date
_____	_____
Adult Household Member	Date
_____	_____
Adult Household Member	Date
_____	_____
PHA - Management Signature	Date



Proposed Public Housing

Smoke-Free Housing

Policy

2027

SMOKE-FREE HOUSING POLICY

1. Purpose: The Pawtucket Housing Authority (PHA) is committed to providing a safe, healthy, and sanitary living environment. This policy is intended to reduce exposure to secondhand smoke, reduce fire hazards, and decrease property damage and maintenance costs associated with smoking.

2. Definition of Smoking: "Smoking" means inhaling, exhaling, burning, or carrying any lighted cigarette, cigar, pipe, or other smoking product or substance, including tobacco and marijuana. Smoking also includes the use of electronic smoking devices, including electronic cigarettes, e-cigarettes, vape pens, vaping devices, and similar devices that produce an aerosol or vapor for inhalation, whether or not they contain nicotine or marijuana.

3. Smoke-Free Areas: Smoking is prohibited in the following areas:

- Inside all PHA dwelling units;
- In hallways, stairways, elevators, lobbies, laundry rooms, community rooms, offices, and other indoor common areas;
- On porches and balconies; and
- In all outdoor areas within 25 feet of any PHA building.

This policy applies to residents, household members, guests, visitors, contractors, and other persons on PHA property.

4. Resident Responsibility: Residents are responsible for complying with this policy and for informing household members, guests, and visitors of PHA's smoke-free requirements. Residents are responsible for the conduct of their household members and guests in accordance with the Lease and PHA policies.

5. Enforcement: Compliance with this policy is a condition of occupancy and part of the resident's obligations under the Lease. Violations may result in enforcement action in accordance with the Lease and applicable PHA policies. Repeated or serious violations may result in further lease enforcement action, up to and including termination of tenancy.

Smoke Monitoring: In cases of repeated smoking violations, PHA may use smoke-monitoring devices and smoking-related inspections when authorized through a court stipulation prepared by legal counsel. Monitoring will be conducted in accordance with the stipulation, applicable law, and PHA's Smoke Free Enforcement and Monitoring procedure. A device alert alone does not establish a smoking violation. Installation, access, and resident responsibilities will be governed by the applicable stipulation.

6. Reporting Violations: Residents may report suspected violations to Management. PHA will review reported violations and take appropriate action when there is sufficient information to support enforcement. Residents should not confront other residents regarding suspected violations.

7. PHA Responsibilities: PHA will post appropriate smoke-free signage and provide residents with information regarding the Smoke-Free Housing Policy.

8. No Guarantee of a Smoke-Free Environment: PHA's adoption and enforcement of this policy does not guarantee that a resident's unit, building, or surrounding property will be completely free from smoke. PHA is not a guarantor of resident health or of a completely smoke-free environment.

9. Lease Requirement: This policy is incorporated into and enforced in conjunction with the PHA Lease and House Rules. Failure to comply may constitute a lease violation and may result in appropriate enforcement action.

10. Acknowledgment: By initialing Attachment #2 in the Lease Attachment/Addenda section and signing the Lease, the resident acknowledges receipt of this Smoke-Free Housing Policy and agrees that the household, guests, and visitors will comply with its requirements.



Current Public Housing

Smoke Free Policy

THE HOUSING AUTHORITY OF THE CITY OF PAWTUCKET, RHODE ISLAND

Smoke Free Housing & Fire Prevention Policy

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1. Purpose: The purpose of the non-smoking policy is to mitigate the irritation and known health effects of second-hand smoke in Pawtucket Housing Authority (PHA) buildings. In addition, it is intended to decrease maintenance costs and decrease risk of fire in PHA units.

2. Definition of Smoking: The term "smoking" means inhaling, exhaling, breathing or carrying any lighted cigarette, cigar, pipe or other tobacco product, as well as marijuana or any other similar lighted product in any manner or any form.

3. A Smoke Free Building and grounds means that smoking is prohibited by residents and their guests in all units, hallways, and common areas. The smoke free areas also extend to all outdoor areas up to 25 feet from all PHA buildings .Residents that live in PHA Buildings agree to and acknowledge the Smoke Free Housing Policy when they sign their lease. Violating the policy by smoking on PHA property within 25 feet of a PHA building will constitute a lease violation and could result in enforcement actions up to and including eviction.

4. Lease Enforcement of Non-Smoking Policy: A violation of the Non-Smoking Policy shall be considered a breach of the Lease and shall give the PHA and resident all of the enforcement rights contained in the Lease.

5. PHA to Promote Non-Smoking Policy: PHA shall post no-smoking signs at entrances to all Non-Smoking Buildings and promote the Non-Smoking policy as appropriate in meetings and discussions with residents.

6. Residents to Promote Non-Smoking Policy: Residents shall inform their guests and occupants of the Non-Smoking Policy

7. PHA Not a Guarantor of Resident Health: The Non-Smoking Policy does not make the PHA a guarantor of resident health or of the smoke-free condition of the resident's unit or common areas.

8. Reasonable Accommodation: Residents may request a Reasonable Accommodation in relation to the Non-Smoking Policy, in accordance with the PHA Reasonable Accommodation Policy. Residents must adhere to the Non-Smoking Policy until such time as a Reasonable Accommodation is granted.

THE HOUSING AUTHORITY OF THE CITY OF PAWTUCKET, RHODE ISLAND

Smoke Free Housing & Fire Prevention Policy

Candles and open flames not only create a serious fire hazard but also create a personal injury hazard. It is for these reasons that this policy has been established.

In an effort to further prevent fires, the PHA has prohibited the following:

- ✓ **Fireworks and Explosives.** The possession or use of fireworks, pyrotechnics, or explosive on PHA property is strictly forbidden.

- ✓ **Open Flames**. Open flames, including candles, potpourri burners, oil lamps, hurricane lamps, tiki lamps, torches, and any other lamps that produce a flame. Portable cooking equipment and open fire pits are prohibited. Playing with fire in any manner, whether or not damage occurs, is strictly forbidden.

- ✓ **Smoking and Burning Incense**. Smoking and burning incense (or other materials) is prohibited in all units, hallways, community rooms, porches, balconies, courtyards, and backyards on PHA property.

- ✓ **Tampering.** Residents may not tamper with the following, including but not limited to window screens, doors, locks, safety devices, smoke or fire detection devices, fire extinguishers, exit lights, pull stations, sprinkler/ fire suppression systems, (including sprinkler head & control valves), electrical wiring, outlets, fixtures, plumbing, telephone, computer or TV cable, As a minimum sanction, a fine of $50.00 will be imposed for tampering or damaging any fire safety equipment or system.

- ✓ **Sanctions.** Violators of any of the above policies and those who endanger others will be subject to the full range of sanctions available to the PHA, including, but not limited to fines, restitution (including repair and replacement), and eviction.



Proposed Fire Prevention & Safety Policy

FIRE PREVENTION & SAFETY POLICY

1. Purpose: The Pawtucket Housing Authority (PHA) is committed to reducing fire hazards and protecting residents, guests, employees, and PHA property from fire-related injury and damage. Residents must use reasonable care to prevent fires and comply with all PHA fire-safety requirements.

2. Fireworks and Explosives: The possession or use of fireworks, pyrotechnics, explosives, or similar materials on PHA property is strictly prohibited.

3. Open Flames: Open flames are prohibited in PHA dwelling units and on PHA property. Prohibited items include, but are not limited to:

- Candles;
- Potpourri burners;
- Oil lamps;
- Hurricane lamps;
- Tiki lamps and torches;
- Open fire pits; and
- Portable cooking equipment, including portable grills, charcoal grills, propane grills, and similar outdoor cooking devices; and
- Other devices or items that produce an open flame.

Playing with or intentionally setting a fire in any manner is strictly prohibited, whether or not property damage occurs.

4. Incense and Burning Materials: Burning incense or other similar materials is prohibited in dwelling units, hallways, community rooms, porches, balconies, courtyards, and other areas of PHA property. Smoking is governed separately by the PHA Smoke-Free Housing Policy.

5. Fire and Life-Safety Equipment: Residents, household members, and guests may not remove, disconnect, disable, cover, obstruct, damage, or otherwise tamper with fire or life-safety equipment. This includes, but is not limited to:

- Smoke and fire detection devices;
- Fire extinguishers;
- Sprinkler and fire-suppression systems;
- Sprinkler heads and control valves;
- Exit lights;
- Fire alarm pull stations;

- Doors, locks, and other safety devices; and
- Electrical wiring, outlets, and fixtures.

Residents must promptly report damaged, missing, malfunctioning, or activated fire-safety equipment to Management.

6. Access and Egress: Hallways, stairways, exits, windows, doors, and other required means of egress must be kept clear and unobstructed. Residents may not place furniture, personal belongings, or other items in a manner that blocks or interferes with a required exit or fire-safety equipment.

7. Resident Responsibility: Residents are responsible for complying with this policy and for ensuring that household members and guests comply with all PHA fire-prevention and safety requirements. Residents must immediately report a fire or other emergency to 911 and notify Management as soon as reasonably possible.

8. Enforcement: Violations of this policy may constitute a violation of the Lease and House Rules. Residents may be responsible for the cost of repairing or replacing PHA property or fire-safety equipment damaged by the resident, household member, or guest. Violations may result in enforcement action in accordance with the Lease and applicable PHA policies, up to and including termination of tenancy when warranted.

9. Lease Requirement: This Fire Prevention & Safety Policy is incorporated into and enforced in conjunction with the PHA Lease and House Rules. Residents are required to comply with this policy throughout their tenancy.

10. Acknowledgment: By initialing Attachment #3 in the Lease Attachment/Addenda section and signing the Lease, the resident acknowledges receipt of this Fire Prevention & Safety Policy and agrees that the household, guests, and visitors will comply with its requirements.



Current Public Housing

Fire Prevention Policy

(part of Smoke Free Housing Policy)

THE HOUSING AUTHORITY OF THE CITY OF PAWTUCKET, RHODE ISLAND

Smoke Free Housing & Fire Prevention Policy

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1. Purpose: The purpose of the non-smoking policy is to mitigate the irritation and known health effects of second-hand smoke in Pawtucket Housing Authority (PHA) buildings. In addition, it is intended to decrease maintenance costs and decrease risk of fire in PHA units.

2. Definition of Smoking: The term "smoking" means inhaling, exhaling, breathing or carrying any lighted cigarette, cigar, pipe or other tobacco product, as well as marijuana or any other similar lighted product in any manner or any form.

3. A Smoke Free Building and grounds means that smoking is prohibited by residents and their guests in all units, hallways, and common areas. The smoke free areas also extend to all outdoor areas up to 25 feet from all PHA buildings .Residents that live in PHA Buildings agree to and acknowledge the Smoke Free Housing Policy when they sign their lease. Violating the policy by smoking on PHA property within 25 feet of a PHA building will constitute a lease violation and could result in enforcement actions up to and including eviction.

4. Lease Enforcement of Non-Smoking Policy: A violation of the Non-Smoking Policy shall be considered a breach of the Lease and shall give the PHA and resident all of the enforcement rights contained in the Lease.

5. PHA to Promote Non-Smoking Policy: PHA shall post no-smoking signs at entrances to all Non-Smoking Buildings and promote the Non-Smoking policy as appropriate in meetings and discussions with residents.

6. Residents to Promote Non-Smoking Policy: Residents shall inform their guests and occupants of the Non-Smoking Policy

7. PHA Not a Guarantor of Resident Health: The Non-Smoking Policy does not make the PHA a guarantor of resident health or of the smoke-free condition of the resident's unit or common areas.

8. Reasonable Accommodation: Residents may request a Reasonable Accommodation in relation to the Non-Smoking Policy, in accordance with the PHA Reasonable Accommodation Policy. Residents must adhere to the Non-Smoking Policy until such time as a Reasonable Accommodation is granted.

THE HOUSING AUTHORITY OF THE CITY OF PAWTUCKET, RHODE ISLAND

Smoke Free Housing & Fire Prevention Policy

Candles and open flames not only create a serious fire hazard but also create a personal injury hazard. It is for these reasons that this policy has been established.

In an effort to further prevent fires, the PHA has prohibited the following:

- ✓ **Fireworks and Explosives.** The possession or use of fireworks, pyrotechnics, or explosive on PHA property is strictly forbidden.

- ✓ **Open Flames**. Open flames, including candles, potpourri burners, oil lamps, hurricane lamps, tiki lamps, torches, and any other lamps that produce a flame. Portable cooking equipment and open fire pits are prohibited. Playing with fire in any manner, whether or not damage occurs, is strictly forbidden.

- ✓ **Smoking and Burning Incense**. Smoking and burning incense (or other materials) is prohibited in all units, hallways, community rooms, porches, balconies, courtyards, and backyards on PHA property.

- ✓ **Tampering.** Residents may not tamper with the following, including but not limited to window screens, doors, locks, safety devices, smoke or fire detection devices, fire extinguishers, exit lights, pull stations, sprinkler/ fire suppression systems, (including sprinkler head & control valves), electrical wiring, outlets, fixtures, plumbing, telephone, computer or TV cable, As a minimum sanction, a fine of $50.00 will be imposed for tampering or damaging any fire safety equipment or system.

- ✓ **Sanctions.** Violators of any of the above policies and those who endanger others will be subject to the full range of sanctions available to the PHA, including, but not limited to fines, restitution (including repair and replacement), and eviction.



Proposed Air Conditioning & Mini-Split System Policy

(New Policy)

AIR CONDITIONING & MINI-SPLIT SYSTEM POLICY

This Air Conditioning & Mini-Split System Policy is incorporated into and made part of the Dwelling Lease. It establishes requirements for PHA-owned mini-split systems, resident-owned air conditioners, air conditioning use, and applicable utility surcharges.

1. PHA-OWNED MINI-SPLIT HEATING AND COOLING SYSTEMS

Certain dwelling units are equipped with wall-mounted mini-split heating and cooling systems owned and maintained by the Pawtucket Housing Authority (PHA). These systems provide cooling and supplemental heat and are part of the equipment provided with the dwelling unit.

• Keep the indoor unit, wiring, piping, lines, controls, and surrounding area clear and unobstructed.
• Do not hang clothing, hangers, decorations, cords, or any other items from or on the mini-split unit, wiring, piping, lines, or related equipment.
• Do not place furniture, curtains, or other belongings in a manner that blocks airflow or prevents PHA from accessing the equipment.
• Do not cover, paint, alter, remove, disconnect, relocate, or otherwise modify any part of the system.
• Do not attempt to repair or service the system.
• Use the system and controls properly and only for their intended purpose.
• Promptly report leaks, unusual noises, damage, malfunction, exposed or damaged wiring, or other problems to PHA.
• Provide PHA reasonable access to inspect, service, maintain, or repair the equipment.

PHA is responsible for routine maintenance and repair of PHA-owned mini-split systems. Residents may be charged, in accordance with the PHA Schedule of Resident Charges and applicable lease requirements, for damage beyond normal wear and tear caused by misuse, neglect, or damage by the resident, household members, guests, or other persons under the resident's control.

The 5,000 BTU limitation and seasonal removal requirements for resident-owned air conditioners do not apply to PHA-owned mini-split systems.

2. RESIDENT-OWNED AIR CONDITIONERS

Residents may use a personally owned air conditioner provided it complies with this Policy and is appropriate for the dwelling unit. Resident-owned air conditioners may only be installed in a PHA-designated window or PHA-designated air conditioner sleeve. Window air conditioners must be properly

secured using the PHA-approved/designated air conditioner bracket or support. Where a PHA air conditioner sleeve is provided, the air conditioner must be installed in the designated sleeve and properly fit the opening.

Residents may not alter windows, walls, electrical systems, air conditioner sleeves, brackets, supports, or other PHA property to install or accommodate an air conditioner. PHA may require removal or relocation of equipment that is improperly installed, is installed in a location not designated by PHA, does not comply with this Policy, or creates a safety hazard.

3. AIR CONDITIONER SIZE

Due to the electrical capacity of PHA dwelling units, resident-owned air conditioners may not exceed 5,000 BTUs, unless otherwise specifically approved in writing by PHA. This limitation applies only to resident-owned air conditioners and does not apply to PHA-installed mini-split systems.

4. ELECTRICAL SAFETY

Resident-owned air conditioners must be plugged directly into the designated wall outlet assigned for air conditioner use. Extension cords, power strips, multi-plug adapters, or similar devices are strictly prohibited for use with an air conditioner.

Residents may not use another outlet or alter, modify, or add electrical wiring or outlets for an air conditioner without written PHA approval. Residents must immediately discontinue use and notify PHA if an outlet, plug, cord, air conditioner, or electrical connection becomes unusually warm, damaged, or otherwise appears unsafe.

5. WINDOWS AND EMERGENCY EGRESS

A resident-owned air conditioner may not be installed in the only window in a room. Air conditioners may only be installed in an approved window or PHA-designated air conditioner sleeve and may not block a required means of emergency escape or egress. If a room has only one window, an air conditioner shall not be installed in that window.

PHA may require the immediate removal or relocation of any air conditioner that blocks required egress or otherwise creates a fire, electrical, or life-safety hazard.

6. NUMBER AND PLACEMENT OF RESIDENT-OWNED AIR CONDITIONERS

The number and placement of resident-owned air conditioners permitted in a dwelling unit are subject to PHA approval based on the unit configuration, electrical capacity, and applicable safety requirements. Residents may not install additional air conditioners in locations that have not been approved by PHA.

7. SEASONAL REMOVAL

To ensure compliance with Rhode Island heating requirements and maintain building systems, resident-owned window air conditioners are not permitted

during the heating season, which runs from October 1 through May 15. Resident-owned window air conditioners must be removed no later than September 30 and may not be reinstalled until after May 15, unless otherwise authorized by PHA Management.

Resident-owned air conditioners installed in PHA-designated air conditioner sleeves may remain in place during the heating season but must be properly covered and insulated to prevent drafts, heat loss, and exposure to weather. Residents are responsible for ensuring that the air conditioner cover is properly installed and maintained throughout the heating season.

These seasonal requirements do not apply to PHA-owned mini-split systems. Residents shall not remove, disconnect, cover, or otherwise alter PHA-owned mini-split systems.

8. AIR CONDITIONING USE DECLARATION

Residents must notify PHA whether they intend to use air conditioning during the applicable season. PHA may require residents to complete an annual Air Conditioning Declaration Form by a date established by Management. Residents who initially indicate that they will not use air conditioning must notify Management before beginning to use an air conditioner.

9. AIR CONDITIONING UTILITY SURCHARGE

Residents who use air conditioning equipment in a unit where electricity is furnished by PHA may be subject to an air conditioning utility surcharge in accordance with the PHA Schedule of Resident Charges. The applicable surcharge and seasonal billing period will be established in the Schedule of Resident Charges.

The applicability of a surcharge to PHA-owned mini-split systems will be determined by PHA in accordance with applicable HUD requirements and PHA policy.

10. FAILURE TO REPORT AIR CONDITIONING USE

If PHA determines that a resident is using air conditioning without having reported the use as required, PHA may assess the applicable utility surcharge retroactively for the period during which PHA determines the air conditioning equipment was being used, as permitted by applicable requirements and PHA policy.

Failure to disclose air conditioning use or comply with this Policy may constitute a violation of the Lease, House Rules, or applicable PHA policy. Before assessing an applicable charge or taking an adverse action, PHA will provide any notice and grievance rights required by applicable HUD requirements and PHA policy.

11. INSPECTIONS AND VERIFICATION

PHA may verify compliance with this Policy during regularly scheduled inspections, preventive maintenance inspections, work orders, or other authorized entries into the unit. When a separate inspection is necessary, PHA will provide notice of entry in accordance with the Lease and applicable requirements, except where entry without advance notice is otherwise authorized. Residents must permit authorized access in accordance with the Lease.

12. DISPOSAL OF RESIDENT-OWNED AIR CONDITIONERS

Residents may not leave unwanted air conditioners in hallways, common areas, grounds, dumpsters, or other unauthorized locations. Residents are responsible for the proper disposal of personally owned air conditioners. If PHA provides removal or disposal, the resident may be charged the applicable amount listed on the current PHA Schedule of Resident Charges. PHA-owned mini-split systems or components may never be removed or disposed of by a resident.

13. REASONABLE ACCOMMODATION

A resident with a disability may request a reasonable accommodation related to air conditioning when an exception or modification is necessary because of the resident's disability. Requests will be reviewed in accordance with PHA's Reasonable Accommodation Policy and applicable requirements. When air conditioning or cooling equipment is approved as a reasonable accommodation, PHA will administer any applicable utility surcharge in accordance with applicable HUD requirements and the approved accommodation.

14. COMPLIANCE AND ENFORCEMENT

Residents are responsible for complying with this Policy and for ensuring that household members, guests, and visitors comply with applicable requirements and do not misuse or damage PHA-owned equipment. Residents are responsible for maintaining resident-owned equipment in safe operating condition.

PHA may require resident-owned air conditioning equipment to be removed, relocated, or corrected when it does not comply with this Policy or creates a health or safety concern. Violations may result in written notice, assessment of applicable utility surcharges, required correction or removal, and other action permitted by the Lease, PHA policy, HUD requirements, and applicable law. Any charge or adverse action will be subject to applicable notice and grievance requirements.

15. ACKNOWLEDGMENT

By initialing Attachment #4 in the Lease Attachment/Addenda section and signing the Lease, the resident acknowledges receipt of this Air Conditioning & Mini-Split System Policy and agrees that the household, guests, and visitors will comply with its requirements.



Proposed Pet Policy

PET POLICY

This resident-facing Pet Policy summarizes the Pawtucket Housing Authority (PHA) pet requirements contained in the Pet Chapter of the Admissions and Continued Occupancy Policy (ACOP). The ACOP remains the governing policy. If this attachment conflicts with the ACOP, the ACOP controls.

1. ASSISTANCE ANIMALS

Assistance animals, including service animals and support animals, are not pets. Pet registration requirements, breed and weight restrictions, limits on the number of pets, and pet deposits or fees do not apply to assistance animals. Requests are reviewed under Chapter 2 and Part I of ACOP Chapter 10, including the separate standards for service animals and support animals.

Residents are responsible for feeding, maintaining, providing veterinary care, and controlling their assistance animals, either themselves or with help from others. Care must comply with state and local laws. Assistance animals must not pose a direct threat to others or cause substantial physical damage. Before withdrawing approval because of care or handling violations, PHA will consider whether a reasonable accommodation can reduce or eliminate the violation.

2. PHA APPROVAL, REGISTRATION & PET AGREEMENT

Pets must be registered with and approved by PHA before they are brought onto PHA premises or permitted to reside in a dwelling unit. Registration must be renewed annually and will be coordinated with the household's annual reexamination.

- Registration must include documentation from a licensed veterinarian or state/local authority showing required inoculations and that the pet has no communicable disease and is pest-free.
- Residents must provide complete registration information and keep required information current.
- After approval, the resident must execute PHA's Pet Application, Registration & Agreement. By signing, the resident acknowledges receipt of the Pet Policy and applicable House Rules and agrees to comply with them.
- PHA will refuse to register a pet for the reasons stated in the Pet Chapter of the ACOP, including an ineligible animal, incomplete registration, prior qualifying pet-rule history, or a reasonable determination that the resident cannot keep the pet in compliance with the Lease and pet rules. If registration is denied, PHA will send written notice within 10 business days of its decision, stating the reason and the right to appeal under PHA’s grievance procedures.

3. PERMITTED PETS & RESTRICTIONS

A common household pet is a domesticated animal, such as a dog, cat, bird, or fish, traditionally recognized as a companion animal and kept in the home for pleasure rather than commercial purposes.

- The following are not considered common household pets under the current ACOP: reptiles, rodents, insects, arachnids, wild or feral animals, pot-bellied pigs, and animals used for commercial breeding.
- An animal whose adult weight will exceed 20 pounds is not permitted.
- Dogs of the pit bull, rottweiler, chow, or boxer breeds are not permitted.
- Ferrets and other animals whose natural protective mechanisms pose a risk to small children of serious bites or lacerations are not permitted.
- Animals prohibited by state or local law or code are not permitted.
- Residents may own a maximum of two (2) pets, only one (1) of which may be a dog.
- A fish tank or aquarium of up to 10 gallons counts as one pet.
- Dogs and cats must be spayed or neutered at registration or, for an underage animal, within 30 days after the animal reaches six months of age, unless a veterinarian certifies that the procedure is temporarily or permanently medically unsafe or unnecessary.
- Pets must be licensed as required by state or local law, with proof provided at registration and annually.

4. PET CONTROL & AREAS

- Pets must be maintained within the resident's unit.
- When outside the unit, dogs and cats must be leashed or carried and under the control of the resident or another responsible individual at all times.
- Pets other than dogs or cats must be kept in a cage or carrier when outside the unit.
- Pets are not permitted in common areas such as lobbies, community rooms, and laundry areas, except entrances and exits used to enter or leave the building.
- Residents may not exercise pets or permit pets to deposit waste on PHA property outside areas designated for that purpose.
- Pets not owned by a resident are not permitted on the premises, except approved visiting pet programs. Residents may not feed or harbor stray animals.

5. CLEANLINESS, WASTE & UNIT CONDITIONS

- Pet Waste: Pet waste stations are provided at each Pawtucket Housing Authority development for resident convenience. Pet owners are required to immediately clean up after their pets and properly dispose of all pet waste using the designated pet waste stations. Pet waste must be placed in a sealed plastic bag before disposal. Failure to clean up after a pet or properly dispose of pet waste may result in applicable charges, a notice of lease noncompliance, or other enforcement action in accordance with the Lease, ACOP, and PHA policy.
- Pet owners must take adequate precautions to eliminate pet odors and maintain the unit in a sanitary condition.

- Litter boxes must be kept inside the dwelling unit, maintained in a sanitary manner, and emptied promptly. Litter may not be flushed down a toilet.
- Residents may not alter the unit, patio, premises, or common areas to create an enclosure for an animal. Pet doors are prohibited.

6. NOISE, CARE & SAFETY

- Pet owners must control pet noise so it does not constitute a nuisance or interfere with another resident's peaceful enjoyment.
- Pet owners are responsible for adequate care, nutrition, exercise, medical attention, training, and control of their pets.
- No animal may be tethered or chained inside or outside the dwelling unit.
- All complaints of cruelty and all dog bites will be referred to animal control or another applicable agency.
- PHA will refer pets that become vicious, display symptoms of severe illness, or demonstrate an immediate threat to health or safety to the appropriate state or local entity for immediate removal. If PHA must place the pet in a shelter, the pet owner is responsible for the cost. A pet removed because of an aggressive act will not be permitted to return.

7. RESPONSIBLE PARTIES & ACCESS TO THE UNIT

Each pet owner must designate two responsible parties who can care for the pet if the resident dies, becomes incapacitated, or otherwise cannot care for the pet. A resident caring for another resident's pet must notify PHA and sign a statement agreeing to follow all pet rules. If the owner cannot care for the pet, PHA will contact the designated responsible party. If that party cannot help or cannot be reached after reasonable efforts, PHA may request removal by the appropriate state or local agency.

Except in emergencies, when PHA enters a unit for repairs or inspections where a pet resides, the pet owner or designated responsible person must accompany PHA for the entire visit and physically restrain the pet. Delays or interruptions to required inspection, maintenance, or upkeep because of the pet may be addressed under the Lease and ACOP.

8. PET-RELATED DAMAGE & CHARGES

Residents are responsible for reasonable expenses caused by their pets, including repairs and replacements to the dwelling unit, fumigation, repairs to common areas, and flea elimination. Pet-related damage during occupancy will be billed in accordance with PHA policy.

A pet waste removal charge will be assessed for failure to remove pet waste, in the amount listed in the Schedule of Resident Charges. Payment is due 14 calendar days after billing. For elderly/disabled and mixed-population developments covered by Part III of ACOP Chapter 10, notices will comply with adverse-action notice requirements. If a timely grievance hearing is requested, PHA will not take action for nonpayment of the charge until the grievance process concludes. Pet-related damage and waste-removal charges are not rent.

9. PET DEPOSITS AND FEES

PHA does not charge a pet deposit. Residents remain responsible for authorized pet-related damage and waste-removal charges assessed under the Lease, ACOP, and Schedule of Resident Charges.

Assistance animals are not pets and are handled separately under applicable reasonable accommodation requirements.

10. PET RULE VIOLATIONS, REMOVAL & TENANCY

PHA will determine pet-rule violations based on objective facts supported by written statements. Written notice will identify the factual basis and the rule violated. The pet owner has 10 business days from the effective date of service to correct the violation or make a written request for a meeting. The pet owner may bring another person of their choice to the meeting. Failure to correct the violation, request a meeting, or attend a requested meeting may result in procedures to remove the pet or terminate tenancy.

If the violation is not resolved at the meeting or corrected within the time allowed, PHA may issue a written notice stating the factual basis and rule violated and requiring removal of the pet within 30 calendar days of the notice. Failure to remove the pet may result in termination-of-tenancy procedures. PHA may initiate termination when the resident fails to remove the pet or correct the violation within the specified time and the violation is sufficient under the Lease. Emergency removal is addressed in Section 6.

11. ACKNOWLEDGMENT

By initialing Attachment #5 in the Lease Attachment/Addenda section and signing the Lease, the resident acknowledges receipt of this Pet Policy and agrees that the household, guests, and visitors will comply with its requirements.



Current Pet Policy

PET APPLICATION AND REGISTRATION – PROCEDURE/CHECKLIST

☐ Applicant/Tenant fills out the **Pet Application and Registration form** (attached).

☐ Assistance Pets: If the applicant/tenant wants to add the pet as an assistance animal, ensure verification of disability of the household member requesting the assistance pet **AND** verification from a medical provider that the pet is needed to provide a service or emotional support for the household member. Use the **Assistance/Service Animal Request Verification form. Refer to Chapter 10 of ACOP. Please refer to HUD Notice: FHEO-2020-01 to ensure you are following policy with respect to the type of pet the applicant/tenant is requesting as an assistance animal.**

☐ Ensure the pet is a common household pet: Examples: dog, cat, bird, fish, gerbil, hamster, or rabbit.

☐ Pets not considered household pets: Examples: Reptiles, rodents, insects, arachnids, wild animals, and pet-belled pigs. Dogs—pit bull, rottweiler, chow or boxer breeds.

☐ Dogs and cats: Ensure verification letter from veterinarian the pet has been spayed/neutered and is up to date on inoculations is attached to the application.

☐ Dogs: Ensure the verification from the City of Pawtucket that the pet has a current City License and Tag number attached to the application. Dog owners are required to obtain a license annually.

☐ Photo of pet attached to application.

☐ If the pet is approved to be added to the household, **REVIEW, READ and SIGN** the Pet **Agreement form.** Ensure the agreement is filled out completely. **Attach a copy of the Pet Policy (Chapter 10 of ACOP).**

☐ Charge the Tenant the higher of $200 or TTP. If the pet is an assistance animal do not charge the tenant.

☐ Elderly/Disabled developments: Collect $50 from the tenant as a pet deposit fee and charge a $10 fee each month until the pet fee is paid in full.

☐ Family development: Collect the entire pet deposit fee in full at the time the Pet Agreement is signed.

☐ If the pet is not approved, send **Pet Denial letter,** and offer the applicant/tenant the right to a grievance hearing.

☐ Schedule a grievance hearing with the Grievance Officer.

PET APPLICATION AND REGISTRATION FORM
(1 application form for each pet)

I hereby request the Pawtucket Housing Authority's approval to add the following pet to my lease. (Please refer to the list on the back of this form with respect to the number of pets allowed in your apartment.)

Type of Pet: (please circle)
Dog Cat Bird Fish Gerbil Hamster Rabbit Other: _____

Description of the Pet:

Breed	Color	Sex	Weight	Age

Note: Dogs cannot weigh more than 20 pounds at maturity.

Required documents for dogs and cats to be provided with this application:

- ☐ Proof pet has been spayed/neutered
- ☐ Proof of all inoculations
- ☐ Proof of local required licenses (dogs only)
- ☐ License Tag # _____
- ☐ Photo of pet

Responsible parties: The following persons are designated by me to be contacted if I am unable to care for my pet:

Name	Address	Phone Number
1.		
2.		

Are you requesting approval of this pet as a Service/Assistance Pet due to your disability or the disability of the following household member: _____? _____Yes _____ No.

I have been given a copy of the Pawtucket Housing Authority's Pet Policy and understand the requirements for keeping a pet in my unit.

Signature: _____ Date: _____

Address: _____ Apt. # _____

Office Use only:

☐ Approved	Pet Agreement Executed and Attached
☐ Not Approved	Reason: Tenant Notified – see letter attached

Property Manager signature: _____ Date: _____

Number of Pets Allowed in Household

Residents may own a **maximum of 2 pets, only one (1) of which may be a dog.**

The types of animals allowed as pets shall be limited as follows:

1. Dogs: Not to exceed 20 pounds in weight 12 inches in height at maturity.
2. Cats
3. No more than (2) small, caged birds (i.e., canaries, parakeets, finches, etc. (Count as one (1) pet. Birds must be always kept in a cage. No birds of prey or other dangerous species may be kept.
4. Fish - residents may keep no more than can be maintained in a safe and healthy manner in a tank holding up to 10 gallons. Such a tank or aquarium will be counted as one (1) pet.
5. Gerbil, Hamster or Rabbitt.



Proposed Pest Control Policy

(New Policy)

PEST CONTROL POLICY

This Pest Control Policy is incorporated into and made part of the Public Housing Lease. It applies to all residents, household members, guests, and visitors. The purpose of this Policy is to support prompt identification and effective treatment of bed bugs, cockroaches, rodents, fleas, and other pests or vermin and to protect residents, neighboring units, and PHA property.

1. RESIDENT REPORTING

Residents must promptly report known or suspected pest or vermin activity to PHA Management or through the PHA Work Order Line. Residents should report activity as soon as it is observed and should not wait until the condition becomes severe.

Residents must also promptly report conditions that may contribute to pest activity, including leaks, moisture, holes or openings, damaged screens, or other maintenance concerns.

2. INSPECTION & TREATMENT

PHA may inspect the dwelling and surrounding areas for pest activity and may use qualified pest-control contractors to determine the appropriate treatment method. Treatment may include the resident unit, adjacent units, common areas, or other areas as determined necessary by PHA or its contractor.

Residents must permit access for pest inspections, treatment, preventive treatment, monitoring, and required follow-up or reinspection in accordance with the Lease and applicable notice requirements.

3. RESIDENT PREPARATION & COOPERATION

Residents must follow all reasonable written preparation instructions provided by PHA or its pest-control contractor. Preparation requirements may include cleaning, reducing clutter, laundering or bagging items, moving furniture, emptying cabinets or closets, securing food, or completing other steps necessary for safe and effective treatment.

Residents must cooperate with all scheduled treatments and follow-up visits and must not interfere with monitoring devices, traps, treatment materials, or other pest-control equipment placed by PHA or its contractor.

PHA will consider reasonable accommodation requests related to preparation, access, or other pest-control requirements in accordance with applicable fair housing requirements and PHA policy.

4. HOUSEKEEPING & SANITATION

Residents must maintain the dwelling in a clean and sanitary condition and must properly store food, dispose of garbage and refuse, clean grease and food residue, and avoid conditions that provide food, water, shelter, or harborage for pests.

Clutter or excessive accumulation of belongings must not prevent inspection, treatment, maintenance, or safe access within the dwelling.

5. PROHIBITED SELF-TREATMENT

Residents, household members, guests, and visitors may not independently apply pesticides, insecticides, foggers, bombs, sprays, powders, or other chemical pest-control products in the dwelling or common areas unless specifically authorized by PHA. Residents must not use any treatment method that may create a health or safety hazard, interfere with professional treatment, or cause pests to spread to other areas.

6. FURNITURE, BELONGINGS & MOVEMENT OF ITEMS

Residents must follow PHA or contractor instructions before removing, discarding, relocating, or bringing into the development furniture, mattresses, upholstered items, or other belongings that are or may be infested. Infested items must not be placed in hallways, common areas, or other unauthorized locations.

Residents must not knowingly move infested belongings from one unit or area to another in a manner that may spread pests.

7. FAILURE TO PROVIDE ACCESS OR PREPARE

Failure to provide authorized access, complete required preparation, cooperate with treatment, or comply with reasonable pest-control instructions may delay or prevent effective treatment and may constitute a violation of the Lease and this Policy.

PHA will provide required notices and applicable grievance rights before taking an adverse action.

8. RESIDENT CHARGES

Any resident charges resulting from resident-caused conditions, failure to prepare, failure to provide access, damage, or other noncompliance will be assessed only when permitted by applicable requirements and in accordance with the PHA Schedule of Resident Charges. No charge is automatically imposed solely because pest activity is reported or treatment is required.

9. CONTINUING RESPONSIBILITY

Residents must continue to monitor the dwelling after treatment and promptly report any continued or renewed pest activity. Multiple inspections or treatments may be necessary to resolve a pest condition.

10. ACKNOWLEDGMENT

By initialing Attachment #6 in the Lease Attachment/Addenda section and signing the Lease, the resident acknowledges receipt of this Pest Control Policy and agrees that the household, guests, and visitors will comply with its requirements.



Proposed Moisture Management and Mold Prevention Policy

MOISTURE MANAGEMENT AND MOLD PREVENTION POLICY

To help prevent and minimize moisture and mold in the dwelling unit, the resident agrees to take reasonable steps to control moisture and promptly report conditions that may contribute to mold growth.

1. MOISTURE CONTROL

Resident shall promptly wipe up spills and remove visible moisture accumulation from walls, windows, floors, ceilings, bathroom fixtures, and other surfaces. Resident shall use kitchen and bathroom exhaust fans, when provided and appropriate, and take reasonable steps to keep moisture and humidity in the unit at reasonable levels.

2. VENTILATION

Resident shall arrange furniture and personal belongings in a manner that allows reasonable air circulation and shall not block ventilation equipment, heating equipment, or air vents.

3. CLEANLINESS

Resident shall maintain the dwelling unit, particularly kitchens and bathrooms, in a clean and sanitary condition and shall take reasonable steps to prevent conditions that may contribute to excessive moisture or mold growth.

4. PROMPT NOTIFICATION TO MANAGEMENT

Resident shall promptly notify the PHA Management Office of any water leak, plumbing leak, excessive moisture, standing water, recurring condensation, visible or suspected mold growth, or malfunction of heating, air-conditioning, ventilation, or exhaust equipment in the dwelling unit. Resident shall also report water leaks, standing water, or visible mold observed in common areas.

5. ACCESS AND COOPERATION

Resident shall provide access to the unit as permitted by the Lease and applicable law so that PHA may inspect, investigate, repair, clean, treat, or otherwise address reported moisture or mold conditions. Resident shall reasonably cooperate with instructions provided by PHA in connection with such work.

6. RESIDENT-CAUSED DAMAGE

Resident may be responsible for reasonable costs associated with damage caused by the Resident, a household member, or guest when such responsibility is permitted by the Lease, PHA policy, and applicable law. Nothing in this policy makes the Resident responsible for conditions that are the responsibility of PHA under the Lease or applicable law.

7. LEASE COMPLIANCE

Failure to comply with material resident obligations contained in this policy may be addressed in accordance with the Lease, PHA policies, and applicable law.

8. INCORPORATION INTO LEASE

This Moisture Management and Mold Prevention Policy is incorporated into and made part of the Public Housing Lease Rental Agreement between the Resident and the Pawtucket Housing Authority and remains applicable during the tenancy unless amended or replaced by PHA in accordance with applicable requirements.

9. RESIDENT ACKNOWLEDGEMENT

By initialing Attachment #7 in the Lease Attachment/Addenda section and signing the Lease, the resident acknowledges receipt of the Moisture Management and Mold Prevention Policy and agrees that the household, guests, and visitors will comply with its requirements.

Pawtucket Housing Authority

Current

Mold Acknowledgement

THE HOUSING AUTHORITY OF THE CITY OF PAWTUCKET, RHODE ISLAND

Mold Acknowledgement

To minimize the occurrence and growth of mold in the Leased premises, Resident hereby agrees to the following:

1. MOISTURE ACCUMULATION. Resident shall remove any visible moisture accumulation in or on the Leased Premises, including on walls, windows, floors, ceilings, and bathroom fixtures; mop up spills and thoroughly dry affected area as soon as possible after occurrence; use exhaust fans in kitchen and bathroom when necessary; and keep climate and moisture in the Leased Premises at reasonable levels.

2. VENTILATION. Resident shall arrange their possessions to allow proper circulation of air throughout the unit and shall introduce fresh air as much as possible. Relative humidity should be maintained at levels below 60% to discourage mold growth.

3. APARTMENT CLEANLINESS. Resident shall clean and dust the Leased Premises regularly, and shall keep the Leased Premises, particularly kitchen and bathrooms, clean.

4. NOTIFICATION OF MANAGEMENT. Resident shall promptly notify management by informing the property's Management Office of the presence of the following condition:

    i. A water leak, excessive moisture, or standing water inside the Leased Premises;

    ii. A water leak, excessive moisture, or standing water in any community common area;

    iii. Mold growth in or on the Leased Premises that persists after resident has tried several times to remove it with household cleaning solution, such as Lysol or Pine-Sol disinfectants, Tilex Mildew Remover, or Clorox, or a combination of water and bleach;

    iv. A malfunction in any part of the heating, air-conditioning, or ventilation system in the Leased Premises.

5. LIABILITY. Resident shall be liable to Owner for damages sustained to the Leased Premises or to Resident's person or property as a result of Resident's failure to comply with the terms of this acknowledgement.

6. VIOLATION OF ACKNOWLEDGEMENT. Violation of this Acknowledgement shall be deemed a material violation under the terms of the Lease, and Owner shall be entitled to exercise all rights and remedies it possesses against Resident at law or in equity.

7. It is hereby acknowledged that this Mold Acknowledgement is incorporated in and made part of the Lease Agreement made by and between the Tenant(s) and the Pawtucket Housing Authority (PHA) and is effective with the lease commencement and self-renews with all future lease agreements with the PHA.



Proposed Renter's Insurance Acknowledgement

RENTER'S INSURANCE ACKNOWLEDGEMENT

This Renter's Insurance Acknowledgement is incorporated into and made part of the Public Housing Lease Rental Agreement between the Tenant and the Pawtucket Housing Authority (PHA). It is effective with the commencement of the tenancy and remains applicable during the tenancy unless amended or replaced by PHA in accordance with applicable requirements.

PERSONAL PROPERTY

The resident is responsible for taking reasonable steps to protect personal property kept in or on the dwelling premises. PHA encourages residents to consider renter's insurance for additional protection.

RENTER'S INSURANCE

PHA strongly recommends that residents obtain renter's insurance to protect personal belongings against loss or damage. Renter's insurance is not required as a condition of tenancy.

LOSS OR DAMAGE

PHA is not responsible for loss of or damage to a Tenant's personal property except to the extent responsibility is imposed on PHA by applicable law. Residents should review any renter's insurance policy carefully to understand the types of losses, property, deductibles, and limits covered.

RESIDENT ACKNOWLEDGEMENT

By initialing Attachment #8 in the Lease Attachments/Addenda section and signing the Lease, the resident acknowledges receipt of this Renter's Insurance Acknowledgment and understands that renter's insurance is recommended but is not required as a condition of tenancy. The resident further understands that PHA does not insure the resident's personal belongings and is not responsible for loss or damage except as required by applicable law.



Current

Renter's Insurance

Acknowledgement

THE HOUSING AUTHORITY OF THE CITY OF PAWTUCKET, RHODE ISLAND

Renter's Insurance Acknowledgement

It is hereby acknowledged that this Renter's Insurance notice is incorporated in and made part of the Lease Agreement made by and between the Tenant(s) and the Pawtucket Housing Authority (PHA) and is effective with the lease commencement and self-renews with all future lease agreements with the PHA.

The Tenant(s) understands and agrees that it shall be the Tenant(s) own obligation to insure his/her personal property located in the apartment, and the Tenant(s) further understands that the PHA will not reimburse and can not be held liable to the Tenant(s) for damage to the Tenant(s) personal property.



Proposed

Grievance Procedure

GRIEVANCE PROCEDURE

Purpose and Lease Incorporation. This procedure explains the grievance rights and hearing process available to Pawtucket Housing Authority public housing residents. It is incorporated by reference into the Public Housing Dwelling Lease and is furnished to each tenant and resident organization.

I. APPLICABILITY

A grievance is a dispute concerning a PHA action or failure to act in accordance with an individual tenant's lease or PHA regulations that adversely affects the tenant's rights, duties, welfare, or status.

The grievance procedure does not apply to:

- Disputes between tenants that do not involve the PHA.
- Class grievances or efforts to initiate or negotiate policy changes with the PHA Board of Commissioners.
- Lease terminations or evictions involving criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or PHA employees; violent or drug-related criminal activity on or off the premises; or criminal activity that resulted in a felony conviction of a household member, when excluded under applicable HUD due-process requirements.

If a matter is not eligible for the PHA grievance procedure, the PHA will notify the tenant in writing and identify the reason and any applicable avenue for judicial review.

II. DEFINITIONS

A. Grievance: Any dispute a tenant may have concerning PHA action or failure to act in accordance with the tenant's lease or PHA regulations that adversely affects the tenant's rights, duties, welfare, or status.

B. Complainant: A tenant whose grievance is presented to the PHA in accordance with this procedure.

C. Hearing Officer: An impartial person appointed by the PHA who did not make or approve the decision under review and is not a subordinate of the person who made or approved that decision.

D. Tenant: The adult person or persons, other than a live-in aide, who reside in the unit and executed the lease, or the remaining head of household when no original lessee continues to reside in the unit.

E. Resident Organization: An organization of residents, including a resident management corporation where applicable.

III. CHANGES TO THIS PROCEDURE

This grievance procedure is incorporated by reference into the tenant’s lease. PHA will furnish a copy to each tenant and to resident organizations. Before revising the procedure, PHA will provide at least 30 days’ notice of proposed changes. Tenants and resident organizations will have 30 calendar days from notification to submit written comments, which PHA will consider before adopting revisions.

IV. INFORMAL SETTLEMENT OF A GRIEVANCE

A tenant must present a grievance, orally or in writing, including by email, to the central office or management office of the development where the tenant resides within ten (10) business days of the grievable event.

PHA will review the request to determine whether it is eligible for the grievance process. Within ten (10) business days of receiving an eligible request, PHA will arrange a meeting with the tenant at a mutually agreeable time and confirm the meeting in writing.

The informal settlement may be conducted in person or remotely in accordance with PHA policy and reasonable-accommodation requirements.

If the tenant fails to attend the informal settlement without prior notice, the PHA will reschedule only upon a showing of good cause or when needed as a reasonable accommodation. Good cause means an unavoidable conflict that seriously affects the health, safety, or welfare of the family.

Within five (5) business days after the informal settlement, the PHA will provide the tenant a written summary identifying the participants, date of the meeting, proposed resolution, reasons for the resolution, and the procedure for requesting a formal grievance hearing if the tenant remains dissatisfied. A copy of the summary will be retained in the tenant's file.

V. REQUESTING A FORMAL GRIEVANCE HEARING

If the tenant is not satisfied with the outcome of the informal settlement, the tenant must submit a written request, including an emailed request, for a grievance hearing to the central office or the management office of the development where the tenant resides no later than five (5) business days after receiving the informal settlement summary.

The written request must state:

- The reason(s) for the grievance; and
- The action or relief requested from the PHA.

If the tenant does not request a hearing, the informal settlement disposition becomes final. This does not waive the tenant's right to contest PHA's action in an appropriate judicial proceeding.

VI. SELECTION OF THE HEARING OFFICER

Grievance hearings will be conducted by a single impartial hearing officer. The hearing officer will be appointed by the Executive Director and must not have made or approved the decision under review or be a subordinate of the person who did. Generally, the hearing officer appointed by the Executive Director will be the Deputy Executive Director. If a designated hearing officer is not impartial for a particular matter, an alternate hearing officer will be selected. Additionally, the Executive Director can bring Legal Counsel to conduct a hearing.

VII. SCHEDULING AND NOTICE OF HEARING

Within ten (10) business days of receiving a timely written hearing request, the hearing officer will schedule the hearing and send written notice to the tenant and PHA. The hearing will be scheduled for a time and place reasonably convenient to both parties. The notice will state the date, time, location, and procedures governing the hearing. For a remote hearing, the notice will explain the remote process, the availability of technical assistance before and during the hearing, and how to report technological, resource, or accessibility barriers. PHA will assist in resolving barriers or allow an in-person hearing, as appropriate.

The tenant may request to reschedule a hearing for good cause or as a reasonable accommodation for a person with disabilities. Good cause means an unavoidable conflict that seriously affects the health, safety, or welfare of the family. Requests must be made orally or in writing before the hearing date. PHA may request documentation of good cause before rescheduling.

VIII. PROCEDURES GOVERNING THE HEARING

The tenant will be afforded a fair hearing before the impartial hearing officer. The tenant has the following rights:

- To examine before the hearing any PHA documents, records, and regulations directly relevant to the hearing. The tenant must request access to relevant PHA documents by 12:00 p.m. on the business day before the hearing. Copies will be provided at no cost. If the PHA fails to make a requested relevant document available, the PHA may not rely on that document at the hearing.

- To be represented by an attorney or another person chosen by the tenant, at the tenant's expense, and to have that representative make statements on the tenant's behalf.
- To a private hearing unless the tenant requests a public hearing.
- To present evidence and arguments, refute evidence relied on by the PHA or management, and question witnesses whose testimony or information is relied upon.
- To a decision based solely on the facts and evidence presented at the hearing.

The hearing will be conducted informally. Both the PHA and the tenant may present relevant oral or documentary evidence and question witnesses. The hearing officer will decide the matter using the preponderance-of-the-evidence standard. The tenant must first show entitlement to the relief sought; PHA must then justify the action or failure to act being challenged.

The tenant or PHA may arrange in advance for a transcript or recording at the expense of the party making the arrangement. If the tenant wants PHA to record the proceedings, the request must be made by 12:00 p.m. on the business day before the hearing. PHA considers an audio recording a transcript.

The PHA will provide reasonable accommodations necessary for persons with disabilities to participate in the hearing and will provide notices in accessible formats when required. The PHA will also provide language assistance consistent with HUD limited-English-proficiency requirements, including competent oral interpretation without charge when required. Grievance hearings will be conducted in English. For tenants who require language assistance, PHA will responsibly use artificial intelligence, a PHA staff person who can interpret, and/or machine translation to communicate. Families may bring an advocate, family member, friend, or other adult representative to assist in communications.

IX. REMOTE HEARINGS

PHA may require remote hearings during local, state, or national physical-distancing orders, inclement weather, or natural disasters. PHA will conduct a remote hearing upon request as a reasonable accommodation, when a tenant lacks childcare or transportation needed to attend, or when the tenant believes an in-person hearing would create an undue health risk. Other reasonable requests will be considered case by case.

PHA will use video conferencing when available. If participants cannot adequately access that platform after efforts to resolve barriers, or upon request, the hearing will proceed by telephone conference. If the family cannot adequately access telephone conferencing, PHA will postpone the remote hearing and promptly provide an in-person alternative within a reasonable time. Disability-related inability to participate remotely will not be held against the individual.

At least five (5) business days before the remote hearing, PHA will provide login and/or telephone access information and an electronic copy of all materials being presented, through first-class mail and/or email. The notice will explain technology requirements and ask the family to report barriers. PHA will also compile and mail a hearing packet to the tenant, any representative, and the hearing officer at least three (3) days before the hearing, retaining the original.

The tenant must provide directly relevant documents at least twenty-four (24) hours before the remote hearing by mail, email, or text. PHA will scan and email these documents to the hearing officer and PHA representative the same day they are received. Documents will be shared electronically whenever possible.

PHA will follow up by telephone and/or email at least one (1) business day before the hearing to confirm receipt of information and the family’s ability to access the platform. PHA will protect personally identifiable information and provide accessible materials and platforms for persons with disabilities and persons with limited English proficiency.

X. FAILURE TO APPEAR

The hearing officer will wait up to thirty (30) minutes after the scheduled hearing time. If the tenant arrives within that time, the hearing will be held. Otherwise, the tenant will be considered to have failed to appear.

If the tenant could not reschedule in advance, the tenant must contact PHA within twenty-four (24) hours of the scheduled hearing date, excluding weekends and holidays. The hearing officer will reschedule only for good cause or as a reasonable accommodation. Good cause means an unavoidable conflict that seriously affects the health, safety, or welfare of the family.

If either the tenant or PHA fails to appear, the hearing officer may postpone the hearing for no more than five (5) business days or determine that the party waived the right to a hearing. Both parties will be notified of the determination.

A determination that the tenant waived the grievance hearing does not waive any right the tenant may otherwise have to contest the PHA's action in an appropriate judicial proceeding.

XI. DECISION OF THE HEARING OFFICER

The hearing officer will issue a written decision, including the reasons for the decision, within ten (10) business days after the hearing. A copy will be provided to the tenant and the PHA, and the PHA will retain a copy in the tenant's file. PHA will also maintain a log of hearing officer decisions available for inspection by a prospective complainant, their representative, or the hearing officer. The written decision will identify hearing participants and relevant dates, summarize the background and evidence, and state findings of fact, conclusions, and the order.

The decision may uphold, overturn, or remand the matter to PHA for further action, such as consideration of a reasonable accommodation. If PHA’s adverse decision is overturned, the decision will direct the required corrective action. If a termination decision is overturned, PHA will be instructed to restore the family’s status.

The hearing officer may request additional information or adjourn and reconvene the hearing before reaching a decision. If the family misses an appointment or deadline ordered by the hearing officer, the decision will be based on the testimony and evidence presented. Another hearing will not be granted.

The hearing officer's decision is binding on the PHA unless the Board of Commissioners determines, within a reasonable time, that:

- The grievance does not concern PHA action or failure to act involving the tenant's lease or PHA regulations that adversely affects the tenant's rights, duties, welfare, or status; or
- The hearing officer's decision is contrary to applicable federal, state, or local law, HUD regulations, or the Annual Contributions Contract between HUD and the PHA.

If the PHA believes the decision is invalid for one of these reasons, the matter will be presented to the Board of Commissioners within ten (10) business days of the hearing officer's decision. The Board will have thirty (30) calendar days to consider the decision. If the Board reverses the hearing officer, the tenant will be notified within ten (10) business days of the Board's decision.

A decision in favor of the PHA, or a decision that denies some or all of the relief requested by the tenant, does not waive or affect the tenant's right to pursue any available trial or judicial review.

XII. REQUESTING A GRIEVANCE

A grievance may be presented to the PHA central office or the management office of the development where the tenant resides. Tenants may contact their Property Manager for assistance with the grievance process or to request a reasonable accommodation or language assistance.

Pawtucket Housing Authority
214 Roosevelt Avenue, Pawtucket, RI 02860 | 401-721-6000

ACKNOWLEDGMENT

By initialing Attachment #9 in the Lease Attachment/Addenda section and signing the Lease, the resident acknowledges receipt of this Grievance Procedure.



Current

Grievance Procedure

GRIEVANCE PROCEDURE
August 2021

The purpose of the Grievance Policy is to set forth the requirements, standards and criteria for the grievance procedure which has been established and implemented by the Pawtucket Housing Authority to assure a PHA tenant is afforded an opportunity for a hearing if the tenant disputes within a reasonable time any PHA action or failure to act involving the tenant's lease with the PHA or PHA regulations which adversely affect the individual tenant's rights, duties, welfare or status.

I. Applicability of the Grievance Procedure [24 CFR 966.51]

The PHA grievance procedure shall not be applicable to disputes between tenants not involving the PHA 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 PHA's Board of Commissioners.

The PHA has excluded from this grievance procedure any grievance concerning a termination of tenancy or eviction that involves:

1. Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the PHA.
2. Any violent or drug-related criminal activity on or off such premises, or
3. Any criminal activity that resulted in felony conviction of a household member.

This grievance procedure is incorporated by reference in all tenant dwelling leases and will be furnished to each tenant. [24 CFR 966.52 (b) and (d)].

Any changes proposed in this grievance procedure must provide for at least 30 days' notice to tenants, setting forth the proposed changes and providing an opportunity to present written comments. Comments will be considered by the PHA before any revisions are made to the grievance procedure [24 CFR 966.52(c)].

II. Definitions applicable to the grievance procedure [24 CFR 966.53]

A. **Grievance:** Any dispute a tenant may have with respect to PHA action or failure to act in accordance with the individual tenant's lease or PHA regulations that adversely affects the individual tenant's rights, duties, welfare, or status.
B. **Complainant:** Any tenant (as defined below) whose grievance is presented to the PHA or at the project management office in accordance with the requirements presented in this procedure.
C. **Elements of due process:** An eviction action or a termination of tenancy in a state or local court in which the following procedural safeguards are required:

1. Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction.
2. Right of the tenant to be represented by counsel.
3. Opportunity for the tenant to refute the evidence presented by the PHA, including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense that the tenant may have.
4. A decision on the merits of the case

D. **Hearing officer:** An impartial person or persons selected by the PHA other than the person who made or approved the decision under review, or a subordinate of that person. Such individuals do not need legal training.

E. **Tenant:** The adult person (or persons other than a live-in aide) who resides in the unit and who executed the lease with the PHA as lessee of the dwelling unit, or if no such person now resides in the unit, who resides in the unit and who is the remaining head of the household of the tenant family residing in the dwelling unit.

III. Informal settlement of a grievance [24 CFR 966.54]

Any grievance must be personally presented, either orally or in writing, to the PHA's central office or the management office of the development in which the complainant resides **within 10 days after a PHA tenant dispute.**

Grievances related to complaints about operations matters that are received by the PHA's central office will be referred to the Property Manager of the development where the complainant resides. An Informal settlement of a grievance involving complaints related to discrimination, harassment, or disability rights will be referred to the Director of Public Housing.

As soon as the grievance is received, it will be reviewed by the management office of the development or the Director of Public Housing (if applicable) to be certain that neither of the exclusions in Section I above applies to the grievance. Should one of the exclusions apply, the **complainant will be notified in writing** that the matter raised is not subject to the PHA's grievance procedure with the reason specified.

If neither of the exclusions cited above apply, the complainant will be contacted to arrange a mutually convenient time **within 10 business days** to meet so the grievance may be discussed **informally and settled without a hearing**. At the informal settlement meeting, the complainant will present the grievance and the person in charge of the management office, or the Director of Public Housing will attempt to settle the grievance to the satisfaction of both parties.

If a tenant fails to attend the scheduled meeting without prior notice, the PHA will reschedule the appointment only if the tenant can show good cause for failing to appear, or if it is needed as a reasonable accommodation for a person with disabilities.

Good cause is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family.

Within five (5) business days following the informal discussion, the Property Manager or Director of Public Housing will prepare and either hand deliver, mail, or email to the tenant a summary of the discussion that must specify: the names of the participants, the dates of meeting, the nature of the proposed disposition of the complaint, and the specific reasons therefore, and will specify the procedures by which a formal hearing under this procedure may be obtained if the complainant is not satisfied. A copy of this summary will also be placed in the tenant's file.

IV. Formal grievance hearing

If the complainant is not satisfied with the settlement arrived at in the informal settlement, the complainant must submit a written request for a hearing to the management office of the development where the tenant resides **no later than five business days after the summary of the informal hearing is received.**

The written request must specify:

- The reasons for the grievance; and
- The action of relief sought from the PHA.

Within 10 days of receiving the written request for a hearing, the hearing officer will schedule and send written notice of hearing to both the complainant and the PHA.

V. Selecting the hearing officer

A grievance hearing will be conducted by a single impartial person appointed by the PHA as described below:

A. The hearing officer will be appointed directly by the Executive Director.

B. The hearing officer will be a staff member who did not make or approve the decision under review and who is not a subordinate of such persons. If the designated staff member (such as the Property Manager) was involved in the decision or is a subordinate of such person, an alternate hearing officer will be selected.

C. The PHA may select designated staff members who were not involved in the decision under review in certain circumstances, such as those involving discrimination claims or denials of requests for reasonable accommodations.

D. The PHA's method for selecting a hearing officer will be inserted into the lease.

VI. Scheduling hearings [24 CFR 966.56(a)]

When a complainant submits a timely request for a grievance hearing, the PHA will immediately appoint an impartial hearing office to **schedule the hearing within the following ten (10) business days.**

Once the hearing officer has scheduled the hearing, the hearing officer will send written notice of the hearing to both the complainant and the PHA. Notice to the complainant will be in writing, either personally delivered to the complainant, **or sent by mail or email, return receipt requested.**

The written notice will specify the time, place, and procedures governing the hearing. If the hearing will be held remotely, the PHA will also include information on the remote hearing process.

The tenant may request to reschedule a hearing on a one-time basis. Should the complainant need to reschedule a second time, he or she may do so for good cause, or if needed as a reasonable accommodation for a person with disabilities. *Good cause* is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the family. Requests to reschedule a hearing must be made orally or in writing prior to the hearing date.

VII. Procedures governing the hearing [24 CFR 966.56]

The hearing will be held before a hearing officer as described above in Section V. The complainant will be afforded a fair hearing, which will include:

a. The opportunity to examine before the hearing any PHA documents, including records and regulations, that are directly relevant to the hearing.

b. The tenant is allowed to copy any such document at the tenant's expense (.25 cents per page). If the PHA does not make the document available for examination upon request by the complainant, the PHA may not rely on such document at the grievance hearing. There will be no charge for documents e-mailed by the PHA. The family must request discovery of PHA documents no later than 12:00 p.m. on the business day prior to the hearing.

c. The right to be represented by counsel or other person chosen as the tenant's representative and to have such person make statements on the tenant's behalf.

d. The right to a private hearing unless the complainant requests a public hearing.

e. The right to present evidence and arguments in support of the tenant's complaint, to refute evidence relied on by the PHA or project management, and to confront and cross-examine all witnesses upon whose testimony or information the PHA or project management relies.

f. A decision based solely and exclusively upon the fact presented at the hearing.

The hearing is conducted informally by the hearing officer. The PHA and the tenant must be given the opportunity to present oral or documentary evidence pertinent to the facts and issues raised by the complaint, and to question any witnesses.

The complainant or the PHA may arrange in advance for a transcript of the hearing at the expense of the party making the arrangement. Any interested party may purchase a copy of the transcript [24 CFR 966.56(e)].

The PHA must provide reasonable accommodation for persons with disabilities to participated in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. If the tenant is visually impaired, any notice to the tenant that is required under this procedure must be in an accessible format [24 CFR 966.56(f)].

The PHA must comply with HUD's requirements regarding limited English proficiency as specified in "Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition against National Origin Discrimination Affecting Limited English Proficient Persons.

The PHA has the authority to require that hearings be held remotely in certain situations.

VIII. Failure to appear at the hearing:

If the complainant does not appear at the scheduled time of the hearing, the hearing officer will wait up to 30 minutes. If the complainant appears within 30 minutes of the scheduled time, the hearing will be held. If the complainant does not arrive within 30 minutes of the scheduled time, they will be considered to have failed to appear.

If the complainant fails to appear and was unable to reschedule the hearing in advance, the complainant must contact the PHA within 24 hours of the scheduled hearing date, excluding weekends and holidays. The hearing officer will reschedule the hearing only if the complainant can show good cause for the failure to appear, or it is needed as a reasonable accommodation for a person with disabilities.

"Good cause" is defined as an unavoidable conflict which seriously affects the health, safety, or welfare of the family.

Both the complainant and the PHA must be notified of the determination by the hearing officer. A determination that the complainant has waived his or her right to a hearing will not constitute a waiver of any right the complainant may have to contest the PHA's disposition of the grievance in an appropriate judicial setting [24 CFR 966.56(c)].

IX. Decision of the hearing officer [24 CFR 966.57]:

The hearing officer will prepare a written decision together with the reasons for the decision **within 10 business days** after the hearing. A copy of the decision will be sent to the complainant and the PHA.

The PHA will retain a copy of the decision in the tenant's file.

The hearing officer may ask the family for additional information and/or might adjourn the hearing and to reconvene at a later date before reaching a decision. If the family misses a deadline ordered by the hearing officer, the hearing officer will make a decision based on the evidence presented.

The written decision may include, but is not limited to:

- The names of the complainant, hearing officer, other participants, including complainant's counsel or representative, and witness.
- The date, time, and location of the hearing.
- A summary of the grievance.
- The date on which the informal settlement discussion was held, who was present, and a summary of the results of the informal discussion (preferably quoting the informal settlement summary letter).
- A summary of the evidence, argument and testimony presented at the hearing; and
- The reason(s) for the hearing decision, citing the policy or regulation that supports the decision made.

The decision of the hearing officer will be binding on the PHA unless the PHA's Board of Commissioners determines within a reasonable time and notifies the complainant of its determination that:

A. The grievance does not concern PHA action or failure to act in accordance with or involving the complainant's lease or PHA regulations, which adversely affect the complainant's rights, duties, welfare, or status; or

B. The decision of the hearing officer is contrary to applicable federal, state, or local law, HUD regulations, or requirements of the annual contributions contract (ACC) between HUD and the PHA.

When the PHA considers the decision of the hearing officer to be invalid due to either of the reasons stated above, it will present the matter to the PHA Board of Commissioners **within 10 business days of the date of the hearing officer's decision**. The Board has 30 calendar days to consider the decision. If the Board decides to reverse the hearing officer's decision, it must notify the complainant **within 10 business days of this decision**.

A decision by the hearing officer or Board of Commissioners in favor of the PHA or which denies the relief requested by the complainant in whole or in part will not constitute a waiver of nor affect in any way the rights of the complainant to a trial or judicial review in any court proceedings, which may be brought in the matter later [24 CFR 966.57].



Proposed

Resident Charges Policy

(New Policy)

Resident Charges Policy

1 Purpose and application

This policy explains how the Pawtucket Housing Authority (PHA) determines, documents, and assesses resident charges under the public housing lease and the accompanying Schedule of Resident Charges. The policy and schedule shall be incorporated into the lease by reference through the applicable adoption process. Charges must be reasonable, supported, and permitted by the lease and applicable law. This policy applies to public housing; it does not automatically apply to other PHA properties or voucher participants.

2 Resident responsibility

Residents are responsible for damage beyond normal wear and tear caused by the resident, household members, or guests, including damage resulting from misuse, abuse, neglect, or unauthorized alterations. This responsibility may include the unit, PHA equipment, buildings, grounds, and common areas. PHA shall determine responsibility from the circumstances and available evidence before assessing a charge.

Residents shall not be charged for normal wear and tear, deterioration from age or ordinary use, defective equipment, or routine maintenance that is PHA's responsibility. Cleaning charges at move-out apply only when the condition exceeds ordinary turnover cleaning or normal wear and tear. Replacement assessments shall consider the item's age, prior condition, and remaining useful life so the resident is not charged for preexisting deterioration.

3 Schedule and calculation of charges

The accompanying schedule identifies charges for cleaning and removal, repairs, contractor services, fire safety equipment, keys and lockouts, and other listed services. A listed charge applies only when its stated conditions and the requirements of this policy are met.

The labor rate, as listed on the Schedule of Resident charges, with a minimum of one-half hour unless the schedule states a specific minimum. Beyond the applicable minimum, labor is based on actual time spent. Specific minimums include two hours for vacant-unit cleaning and false after-hours emergency requests, and one hour during working hours or two hours after working hours for broken-window replacement.

Parts and materials are charged at actual cost when the schedule calls for them. Charges listed as "plus labor" or "plus parts and labor" include only the additional components expressly identified. Flat charges without those additions shall not receive additional labor or materials charges. Contractor charges are based on the actual invoice for work attributable to the resident. PHA shall not charge twice for the same labor, materials, or service.

The schedule is not all inclusive. For unlisted resident-caused damage, PHA may assess reasonable, documented materials and labor costs consistent with the lease and this policy. This provision does not authorize new unlisted fines or penalties.

4 Conditions for specific charges

Plumbing blockages are chargeable only when evidence supports resident, household member, or guest responsibility, such as improper disposal of wipes or foreign objects. A blockage alone does not establish negligence. Screen, light bulb, appliance, and fire safety

equipment charges do not apply to ordinary failure or aging. Appliance theft requires evidence establishing resident responsibility; theft alone does not automatically establish liability.

A pest-treatment charge for failure to prepare may be assessed only when clear preparation instructions were provided, the failure is documented, and it caused an identifiable additional or wasted service cost. The presence of pests alone does not justify charging the resident. PHA shall consider requests for reasonable accommodation before assessing a preparation-related charge.

Residents must promptly report emergencies and maintenance concerns. A good-faith report shall not be charged as a false emergency simply because staff find no emergency or cannot reproduce the problem. A false-emergency charge requires documented, knowing misuse of the emergency service. Necessary repairs shall not be delayed pending payment.

Late rent fees and returned-payment charges apply only as authorized by the lease and applicable law. The scheduled air-conditioner charge applies only under PHA's authorized appliance and utility policy, including any applicable exemption or relief. All proposed schedule entries, including House Rule and smoking violation charges, are retained for review. Their inclusion does not itself establish legal enforceability. PHA shall not assess a monetary penalty solely for a rule violation unless PHA counsel has confirmed specific legal and lease authority for that charge. Charges for actual services, cleanup, or damage require the documentation and review described in this policy. No charge may be imposed twice for the same expense.

5 Documentation and management review

Maintenance or other responsible staff shall document the date, location, condition, work performed, basis for resident responsibility, labor time, and materials or contractor costs. Photographs, inspection reports, invoices, and other supporting records shall be retained when available. The Property Manager shall review the supporting information and calculation before issuing a charge notice. Unclear responsibility, disputed calculations, or exceptions shall be referred to the Director of Housing Management for review. Adjustments or cancellations shall be documented.

6 Written notice and grievance rights

PHA shall provide written notice identifying the incident or service, specific grounds for the proposed charge, amount and calculation, proposed due date, and how and by when the resident may challenge it under PHA's Grievance Procedure. Residents may request an explanation and review relevant supporting records in accordance with that procedure.

Maintenance, repair, excess-utility, and late-payment charges shall not be due and collectible until at least two weeks after written notice. PHA shall not implement a proposed adverse charge before the applicable period to request a grievance hearing expires or, if timely requested, before the grievance process is completed. The due date and account status shall reflect these protections. Any collection action must comply with the lease, grievance requirements, and applicable law.

7 Consistent administration and accommodations

PHA shall apply this policy consistently and consider individual circumstances and applicable disability and other legal protections. Residents may request a reasonable accommodation verbally or in writing. Staff shall document verbal requests and forward them for review under PHA's reasonable accommodation process. An accommodation request does not automatically eliminate an otherwise valid charge.

8 Availability and revisions

PHA shall conspicuously post the schedule in the project office and provide it to applicants and residents upon request. Proposed changes to incorporated schedules or rules shall follow 24 CFR 966.5, including at least 30 days' written notice stating the changes and reasons, an opportunity for written comments, and consideration of comments before implementation. Lease changes shall also follow applicable lease-modification requirements. Charges shall use the schedule effective when the chargeable event occurred.

Authority: 24 CFR 966.4(b), (e)(8), (f)(10), and (n); 24 CFR 966.5; 24 CFR 966.7; and PHA's lease and Grievance Procedure.

ACKNOWLEDGMENT

By initialing Attachment #10 in the Lease Attachment/Addenda section and signing the Lease, the resident acknowledges receipt of this Resident Charges Policy.



Proposed

Schedule of Resident

Charges

Schedule of Resident Charges

Residents may be charged for repairs or replacement of PHA property damaged due to abuse, neglect, or actions of residents or their guests.

Charges will include the actual cost of materials and labor at a rate of **$38 per hour**, with a minimum labor charge of **30 minutes**.

This schedule is not all-inclusive. Repairs or replacements not listed will be charged based on actual material and labor costs incurred by PHA.

Cleaning and Removal Services	**Charge**
Clean Apartment (Vacant Unit)	$50.00 (plus min 2 hours labor)
Clean Appliances	$25.00 each plus Labor
Unauthorized alterations to unit/building	$75.00 plus Labor
Improper Disposal of Trash or Personal Property on PHA Grounds	$50 per occurrence
PHA disposal of furniture/mattresses	$100 each plus Labor
Disposal of Pet/Human Waste	$50 per occurrence
Specialty and Repair Services	**Charge**
Change lock set	$75 plus Labor
Clear Plumbing Blockages Due to Tenant Negligence (During/After Hours)	$25 during working hours; $50 after working hours, per occurrence, plus parts and labor
Replace Broken Window (During/After Working Hours)	Parts plus labor: minimum 1 hour during working hours; minimum 2 hours after working hours
Replace a Screen	$50
Replace a Light Bulb	$25
Appliance Replacement due to resident caused fire, severe neglect, or theft	At cost plus Labor
Outside Contractor Services	At Cost
Remove unauthorized resident property from balconies	$20 plus Labor
Remove furnishings or debris from occupied units	$40 plus Labor
Paint & Wall repair for damages occurring while occupied	Materials plus Labor
Miscellaneous	**Charge**
Grounds & Common Area Damage	At cost
Repairing vehicle on property	$20 per occurrence
House Rule Violation	$25 per occurrence
False Emergency Work Order Request-After Working Hours	Minimum 2 hour Labor
Pest Treatment-Failure to Prepare Unit as Instructed	At Cost
Fire Safety	**Charge**
Smoke Detector / Heat Detector - Tampering / Damaged	$100 per occurrence
Fire Sprinkler Head - Tampering / Damaged	$175 per occurrence
Rent Related	**Charge**
Air Conditioner (June-September	$25 per Month
Late Rent Fee	$30
Returned Check/Insufficient Funds	$35
Smoking - PHA Property in a non-designated area	$25
Fobs and Keys	**Charge**
Unlock Door - During Non-Working Hours	$75
Key - Apartment	$15
Key – FOB Disc & Security ID	$25
Key - Mailbox	$10

Pawtucket Housing Authority

Current

Schedule of Resident Charges

PAWTUCKET HOUSING AUTHORITY

PHA Schedule of Resident Charges

The Resident Schedule of Charges is used to assess cost of repairs and/or replacement of PHA property where there is **abuse, neglect and/or damages caused by resident(s) or their guests.**This Resident Schedule of Charges is not all inclusive. Residents will be charged for the cost of materials plus labor for items not listed on the Resident Schedule of Charges that require repair and/or replacement of PHA property.

The cost of materials and/or parts will be charged to residents at actual cost. Hourly Labor Rate is $28.
All labor will be charged based upon the actual time spent with a minimum time charged of half (1/2) hour.

REPLACEMENT / REPAIR CHARGES

CLEANING & REMOVAL SERVICES	COST
Clean Apartment (Vacant Unit)	$50.00 (plus min 2 hours labor)
Clean Appliances (Vacant Unit)	$25.00 each plus Labor
Unauthorized alterations to unit/building	$75.00 plus Labor
Improper disposal of trash, waste or property on the PHA site	$50 per occurrence
PHA disposal of furniture/mattresses	$100 each plus Labor
Disposal of Pet/Human Waste	$50 per occurrence
SPECIALTY & REPAIR SERVICES	
Change lock set	$75 plus Labor
Clear Plumbing Blockages Due to Tenant Negligence (Working/After Hours)	$25/$50 per occurrence (plus parts & Labor)
Replace broken window - During Working Hours	Minimum 1 hour Labor plus Parts
Replace broken window - During Non-Working Hours	Minimum 2 hour Labor plus Parts
Replace a Screen	Parts plus Labor
Replace a Light Bulb	Parts plus Labor
Appliance Replacement due to resident caused fire, severe neglect, or theft	Parts plus Labor
Outside Contractor Services	At Cost
Remove unauthorized resident property from balconies	$20 plus Labor
Remove furnishings or debris from occupied units	$20 plus Labor
Paint & Wall repair for damages occuring while occupied	Materials plus Labor
	Key - Mailbox

MISCELLANEOUS	COST
Grounds & Common Area Damage	$20 per occurrence
Repairing vehicle on property	$20 per occurrence
House Rule Violation	$5 per occurrence
Riding bikes, play scooters, dirt bikes, ATVs, automatic kid's cars, skateboarding or rollerblading in common areas	$5 per occurrence
False Alarm Emergency Work Order Call-in - During Working Hours	Minimum 1 hour Labor
False Alarm Emergency Work Order Call-in - During Non-Working Hours	Minimum 2 hour Labor
Pest Abatement - Unit Not Prepped after Instructions	$50 up to $200 escalating per occurrence
FIRE SAFETY	
Smoke Detector / Heat Detector - Tampering / Damaged	$100 per occurrence
Fire Sprinkler Head - Tampering / Damaged	$100 per occurrence
RENT RELATED	
Air Conditioner - Excess Utility Charge Monthly	$20 per Month
Late Rent Fee	$15
Returned Check/Insufficient Funds	$35
Smoking - PHA Property in a non-designated area	$25
FOBS/KEYS	
Unlock Door - During Working Hours	$15
Unlock Door - During Non-Working Hours	$50
Key - Apartment	$15
	$25
Key - Mailbox	$5



Proposed Firearms and Prohibited Weapons Policy (New Policy)

FIREARMS AND PROHIBITED WEAPONS POLICY

1. Purpose and Scope

The Pawtucket Housing Authority (PHA) establishes this policy to promote the safety of residents, visitors, employees, and contractors while respecting rights protected by applicable federal and Rhode Island law. This policy applies to public housing residents, household members, guests, and other persons on PHA property, to the extent permitted by law.

2. Lawful Possession

Nothing in this policy prohibits a person from lawfully possessing a firearm within their dwelling unit when authorized by applicable law. Possession, carrying, transport, and use of firearms elsewhere on PHA property must comply with all applicable federal, state, and local laws. PHA does not grant or revoke firearm licenses or determine criminal eligibility.

3. Prohibited Conduct

No person may unlawfully possess, carry, use, discharge, display, or threaten another person with a firearm or other weapon on PHA property. Brandishing, intimidation, reckless handling, and conduct creating a substantial threat to the health or safety of others are prohibited. No person may use a dwelling unit or PHA property for unlawful weapons sales, trafficking, or other unlawful weapons activity. No person may unlawfully carry, handle, discharge, or otherwise use a firearm while impaired by alcohol, controlled substances, or other intoxicating substances in a manner that creates a threat to the health or safety of others.

4. Weapons Prohibited by Law

Firearms, ammunition, devices, and other weapons prohibited by applicable law may not be possessed or used on PHA property. This policy does not independently classify a particular firearm or device as illegal; the controlling law governs.

5. Storage and Safety

Residents and other persons lawfully possessing firearms or ammunition on PHA property must comply with applicable federal and Rhode Island firearm-storage laws. Firearms and ammunition must be stored and secured with reasonable precautions to prevent unauthorized access, particularly by children and persons not legally permitted to possess them. Firearms must not be left unattended in PHA common areas. Weapons may not be stored or handled in a manner that endangers household

members, guests, staff, or other residents or obstructs emergency access. PHA encourages the use of appropriate locked storage and firearm safety devices.

6. Common Areas and PHA Facilities

Firearms and other weapons may not be carried or possessed in areas where prohibited by applicable law. PHA may post lawful restrictions for offices, facilities, or other designated areas after legal review. Nothing in this policy authorizes PHA to impose a restriction inconsistent with state or federal law.

7. Guests and Household Members

Residents must inform household members and guests of applicable rules and may be held responsible for guest conduct to the extent permitted by the lease, HUD regulations, and applicable law. Authorized possession by a guest is governed by applicable law; guests must not engage in prohibited conduct.

8. Reporting and Emergency Response

Residents, household members, guests, and visitors are encouraged to report suspected violations to PHA Management or the Pawtucket Police Department. For an immediate threat, suspected unlawful discharge, threatening display, or other emergency, call 911 first and notify PHA Management or Security when safe to do so. PHA will review reported incidents and may refer suspected violations of law to law enforcement. PHA employees should not attempt to seize firearms or conduct searches outside lawful procedures.

9. Enforcement and Due Process

PHA will evaluate alleged violations based on the specific facts, available evidence, applicable law, and the lease. Conduct constituting a serious or repeated lease violation or qualifying criminal activity may result in lease enforcement, up to termination, where authorized by law. No violation automatically results in eviction. PHA will provide required notices, applicable grievance rights, and judicial process; any grievance exception applies only when legally authorized.

10. Reasonable Accommodation and Nondiscrimination

PHA will administer this policy consistently with fair housing, disability, and civil rights requirements. Requests for reasonable accommodation will be considered through PHA's established process, without authorizing conduct prohibited by law or posing an unmitigable direct threat.

11. Relationship to Lease and Other Policies

This policy is incorporated by reference into the Public Housing Lease when properly adopted and distributed. In the event of conflict, controlling federal or state law and the lease govern. The ACOP, House Rules, and grievance procedures should be interpreted consistently with this policy.

12. Acknowledgment: By initialing Attachment #11 in the Lease Attachment/Addenda section and signing the Lease, the resident acknowledges receipt of this Firearms and Prohibited Weapons Policy and agrees that the household, guests, and visitors will comply with its requirements.

Pawtucket Housing Authority

Lead Disclosure

(no change)

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

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.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

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

_____

_____

(ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

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

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

_____

_____

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

Lessee's Acknowledgment (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home.*

Agent's Acknowledgment (initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Lessor	Date	Lessor	Date
Lessee	Date	Lessee	Date
Agent	Date	Agent	Date