



## Conducting Effective Public Housing Applicant/Tenant Orientations

### Sample Script

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### Recommended Use

- Video recording
- Play on a loop in waiting area
- Require all applicant household members over age 17 to view and sign a statement that they have viewed BEFORE they are offered a unit
- Supplements, but does not replace the one-on-one lease up orientation

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### Purpose

- Educate applicants on what they can expect if and when they move into public housing
- Provide enough information that they can decide whether they want to live in public housing or not
- Serves as proof they knew the rules before leasing

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## Welcome

- Thank you for considering leasing in our community.
- As the lease is a legally binding document, we want you to understand the basic requirements before entering into it.
- Please jot down any questions you may have so that the Occupancy Specialist can answer them before you execute the lease.

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## Smoke Free

- You are moving into smoke-free housing.
- No smoking is allowed inside any rental unit, common area, or administrative office.
- Smoking is not allowed within 25 feet of any building.
- Ask your Occupancy Specialist where smoking is allowed, if anywhere, on the property you are moving to.

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## The Lease

- All leases are for a one (1) year term.
- The lease may be renewed annually if mutually agreed to by both you and the PHA.
  - Rent and size of rental unit for which you qualify will be determined at annual recertifications.
  - All adult family members must attend recertification interviews.
- The rental unit you are leasing must be the sole residence for you and everyone listed on the lease.

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## The Lease

- No one may live in the rental unit who is not listed on the lease.
  - To add a household member during the lease term, you must notify the PHA **before** you allow them to stay in the unit.
    - All new household members will be screened before they are add to the lease, with the exception of new births, adoptions, and court ordered custody.
  - To delete a household member, you must notify the PHA within 10 calendar days and provide verification that they will not be returning to the rental unit.

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## Rent and Other Charges

- Rent is due **in advance of** the first day of each month.
  - Rent paid after the 1<sup>st</sup> of the month is delinquent and late fees are charged in accordance with the terms of the lease.
- Other charges, such as repairs and late fees, are due **14 calendar days** after you are billed.
- The lease may be terminated for failure to pay or for multiple late payments.

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## Changes During Occupancy

- Before the Board of Commissioners adopts any changes to policies or documents that affect public housing residents, you will receive notice of the proposed changes and have 30 days to provide written comments.
  - The Board will consider all written comments received before approving proposed changes.

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## Charges in Addition to Rent

- Tenants are responsible for the payment of:
  - Maintenance costs for services and repairs beyond normal wear & tear caused by members of the tenant household and their guests.
  - Charges for utilities which are not included in your rent.
  - Installation charges, such as window air conditioners.
  - Late charges
  - Insufficient funds charges by a financial institution
  - Repayment agreements

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## Deposits

- A Security Deposit must be paid **before** the lease is executed.
  - Refunded upon move-out, less any charges for:
    - unpaid rent,
    - non-routine cleaning and repairs,
    - unpaid rent if required notice is not provided,
    - cost of rekeying locks if all keys are not returned, and
    - legal costs if awarded by the court in an eviction procedure.
  - The Security Deposit cannot be applied to any charges during occupancy.

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## Pet Fees and Deposits

- A refundable Pet Deposit must be paid **before** a pet is brought into the unit.
  - All or part of the Pet Deposit may be applied at move-out or removal of the pet to damages, such as necessary cleaning, deodorizing, and extermination resulting from the pet's presence in the rental unit.
- Non-Refundable Pet Fees may be required for the increased administrative and maintenance costs incurred from having pets on the premises.

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## Disability Assistance Animals

- A family that includes a person who meets the definition of “handicapped” under Section 504 of the Rehabilitation Act of 1973 may qualify for a service, assistance, or support animal.
  - Such animals must be kept in compliance with the Service and Assistance Animal Policy.
  - Both the need for and the relief to be provided by the animal must be verified by a certified or licensed professional who treats the person’s disabilities.

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## Utilities

- If you are moving into a property where you pay your utility bill directly to the utility provider, you must provide verification that you can get utilities **before** the lease can be executed.
- Utilities must be in the name of the Head of Household or another adult household member who will sign the lease.

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## Utilities

- Utilities must remain “on” in the rental unit at all times.
  - Notify the PHA immediately if your utilities are cut off for any reason.
  - If you are responsible for paying the utility bill, you will be given 24 hours to get the utilities back on before your lease is terminated.
  - If the PHA is responsible for paying the utility bill, we will get it back on within 24 hours of your notifying us of it being off.

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## Occupancy

- Tenants and family members listed on the lease have the right to exclusive use and occupancy of the dwelling unit.
- With the **prior written consent** of the PHA, members of the household may engage in legal profitmaking activities in the dwelling unit.
- Any person banned from PHA property, any State lifetime sex offender registrant, or any person who engages in any criminal and/or drug-related activity will not be permitted as an overnight guest or visitor.

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## Rent Determination

- Each tenant family may choose when leasing the unit and at each annual recertification whether to pay rent based on family income or a flat (market) rent for the unit.
  - Should a hardship arise, those choosing to pay a flat rent may switch once during the year to income based rent.
  - Frequency of rent determinations is determined by whether the tenant is paying income based rent or flat rent.

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## Community Service and Self Sufficiency Requirement (CSSR)

- Each non-exempt adult household member must contribute 8hours per month of community service or 8hours per month of participation in an economic self-sufficiency program, or perform a combination of 8 hours of community service and participation in an economic self-sufficiency program, or a total of 96 cumulative hours before each annual recertification.
- Failure to comply will result in lease termination.

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## Transfers

- The number of bedrooms you are eligible for is determined based on the PHA's Admissions and Occupancy Policy.
  - If the PHA determines that the size or design of the dwelling unit is no longer appropriate for your needs, you will be transferred to an appropriately sized unit.
  - The PHA shall move a Tenant into another unit if it is determined necessary to rehabilitate or demolish Tenant's unit.

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## Reasonable Accommodations

- A tenant may request a reasonable accommodation at any time during occupancy.
- If a Tenant makes a request for special unit features needed because of a documented disability, the PHA will either modify the existing unit or transfer the family to another unit with the required features.
  - The PHA determines whether to modify the existing unit or transfer the family.
  - The PHA pays the costs of modifications or transfers required due to a disability.

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## Health and Safety

- The PHA is obligated to provide decent, safe and sanitary housing in good repair.
- Your help in achieving this goal is both desired and required under the lease.
  - Tenants are responsible for paying the cost of repairing any damage caused by their household members or guests.
  - Tenants are responsible for actions of their household members and guests at all times.
    - *Remember: Actions of a guest could get your family evicted.*

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## Tenant Responsibilities

- Other responsibilities of tenants include, but are not limited to :
  - Not tampering with smoke and CO<sup>2</sup> detectors;
  - Keeping the dwelling unit and assigned outdoor space clean and in safe condition;
  - Not giving accommodations to boarders, lodgers, or long-term guests;
  - Not making alterations to the unit or dwelling equipment;

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## Tenant Responsibilities

- Making no changes to locks and install no new locks;
- Refraining from acting or speaking in an abusive or threatening manner toward neighbors, PHA staff, and contractors;
- Refraining from any drug-related criminal activity, including:
  - Manufacture, possession, sale, distribution, use or possession with intent to manufacture, sale or distribute a controlled substance defined in Section 102 of the Controlled Substance Act. This includes state legalized medical and recreational marijuana.

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## Tenant Responsibilities

- Abide by local and state ordinances or laws with respect to possession and/or use of a firearms and other weapons.
- Not commit any criminal activities either on or off PHA property.
- Refrain from alcohol abuse-related behavior or activities that interferes with the health, safety, or right to peaceful enjoyment of the premises by other Tenants.

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## Tenant Responsibilities

- Take reasonable precautions to prevent fires and to refrain from storing or keeping highly volatile or flammable materials on the premises.
- Avoid obstructing sidewalks, areaways, galleries, passages, elevators, stairways, and to avoid using these for purposes other than going into and out of the dwelling unit.
- Refrain from erecting or hanging radio or television antennas on or from any part of the dwelling unit, except in accordance with regulations set forth by PHA and with prior written approval by the PHA.

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## Tenant Responsibilities

- Refrain from placing signs of any type in or about the dwelling unit except those allowed under applicable ordinances and then only after having received written permission of PHA.
- Not to wash automobiles or make automobile repairs on PHA property.
- Park only in areas designated for parking.
- Remove from PHA property any inoperable vehicle or vehicle without valid registration/inspection stickers.
  - Any inoperable or unauthorized vehicle shall be removed from PHA property at Tenant's expense.

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## Tenant Responsibilities

- Remove any personal property when you leave, abandon or surrender the dwelling unit.
- **Notify the PHA promptly of known need for repairs to the dwelling unit**, and of known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the development.
  - Failure to report the need for repairs in a timely manner shall be considered as contributing to any damage that occurs.

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## Tenant Responsibilities

- Assist in the extermination of insects and vermin (*roaches, ants, mice, bedbugs, etc*) by keeping the rental unit clean, proper storage of food, and cleaning the range and range hood regularly.
- With proper notice given by the PHA, permit exterminators to enter the unit to treat for insects and vermin.
- Avoid overloading electrical circuits by limiting the use of extension cords and multiple outlet receptacles.

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## Tenant Responsibilities

- Avoid blocking or obstructing any ground floor or 2<sup>nd</sup> story window in the dwelling unit.
  - Furniture
  - Storage boxes
  - Stacks of clothing, newspapers, books, etc.
- Allow inspection of the unit upon receipt of forty-eight (48) hour written notice by the PHA.
- Not to commit any fraud in connection with this housing assistance program.
- *Please read your lease for all Tenant and PHA Obligations.*

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## Maintenance Repair & Services

- Tenant will pay charges for maintenance and repair beyond normal wear and tear, as reflected in the current "Schedule of Tenant Charges" posted in the Management Office.
  - "Normal wear and tear" means deterioration that results from the intended use of a dwelling, including breakage or malfunction due to age or deteriorated conditions;
  - It does not include deterioration that results from negligence, carelessness, accident or abuse of the dwelling unit, equipment, or PHA property.

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## Abandonment

- If all household members are absent from the dwelling unit for an extended time during the Lease term and an inspection shows that all or most of the Tenant's property has been removed, the PHA may deem the unit abandoned.
  - The PHA will secure the dwelling unit against vandalism and attach a notice of entry to the door.
  - If there is no response to this notice and rent remains unpaid, the PHA will take possession of the unit.

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## Abandoned Property

- Trash and other property having little value will be disposed of by the PHA.
- Any possessions of value left in the dwelling unit will be removed and stored by the PHA **at the Tenant's expense**.
- Sale or disposition of the property will be conducted in accordance with state law.
- Tenant may reclaim their possessions at any time prior to the sale by paying removal and storage cost.

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## Notices of Adverse Action

- The PHA shall notify the Tenant in writing of the specific grounds for any proposed adverse action by the PHA.
  - The Tenant may request a hearing under the PHA's Grievance Procedures for a grievance concerning a proposed adverse action except for:
    - Any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or employees of the PHA;
    - Any violent or drug-related criminal activity; or
    - Any criminal activity that resulted in felony conviction of a household member.

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## Notice Procedures

- Any notice from the Tenant to the PHA must be in writing, delivered to the Management Office or Project Office, or sent by first-class mail, properly addressed.
- Any notice from the PHA to the Tenant must be in writing, delivered to the Tenant or to any adult household member, or sent by first-class mail addressed to Tenant.

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## Termination of Lease by Tenant

- A Tenant may terminate the Lease at any time by giving advance written notice properly addressed and delivered to the PHA.

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## Termination of Lease by PHA

- The Lease may be terminated only for serious or repeated violations of material terms of the Lease, such failure to make payments due under the Lease or to fulfill Tenant obligations, or for other good cause.
- Such serious or repeated violation of terms shall include, but are not limited to:
  - The failure to pay rent or other payments when due.
  - Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges by the due date.

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## Termination of Lease by PHA

- Failure to pay utility bills which are the Tenant's responsibility.
- Misrepresentation of family income, assets, deductions or family composition.
- Failure to supply, in a timely fashion, any information, or documentation on family income or composition needed to process annual reexaminations or interim determinations.
- Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds or parking areas of any PHA development site.

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## Termination of Lease by PHA

- Criminal activity by Tenant, household members, guests or other persons under Tenant's control. Includes criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants, or any drug-related criminal activity.
- Illegal weapons or illegal drugs seized on PHA property by a law enforcement officer.
- Any fire on PHA property caused by carelessness, smoking, or unattended cooking.

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## Bifurcation of Lease

- PHA may bifurcate a Lease in order to evict, remove, and terminate the assistance to any lawful occupant under the Lease and who engages in acts of domestic violence, dating violence, sexual assault or stalking or other criminal activity.
  - The PHA may take such action without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence or other lawful occupant.

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## Exclusion of Non-Residents

- The PHA may regulate solicitation and prohibit trespassing on PHA property by non-residents.
- The PHA reserves the right, to be exercised by its employees and authorized agents, to exclude non-residents, including but not limited to those who:
  - Engage in illegal or other activity which would impair the physical and social environment of the PHA premises;
  - Engage in any activity that threatens the health, safety, or peaceful enjoyment of the PHA premises by residents of the PHA, employees of the PHA, or other persons lawfully on the premises; or
  - threaten personal or PHA property .

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## Thank You for Your Time

- We hope this information has heightened your understanding of the public housing program.
- Be sure to ask for more information about any questions you thought of during the presentation.
- We encourage all tenants to participate in resident organizations.
- Your comments and concerns are important to us.

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