

## **RESIDENT HANDBOOK**

MAIN OFFICE PHONE: (248) 547-9500

Property Manager: EXT 102

Routine Work Order Requests: EXT 109 info@ferndalehousing.com

AFTER HOURS MAINTENANCE EMERGENCIES: EXT 104 CLEMENTINE LIVE ANSWERING SERVICE: 248-565-3515

Main Office: 415 Withington Street Ferndale, MI 48220

Fax: 248-547-1137

Hearing Impaired Response: 800-545-1833 Ext. 818

www.ferndalehousing.com





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## BULK TRASH DAY IS:

You may put large items at the curb the afternoon before.

## RECYCLING PICK-UP IS:\_\_\_\_

You may put your bin at the curb the afternoon before.

## **CITY OF FERNDALE**

EMERGENCIES: 911 City Hall: 248-546-2525

Non-Emergency Police: 248-541-3650

## **UTILITIES**

CONSUMERS ENERGY: 1-800-477-5050

DTE: 1-800-477-4747

COMCAST: 1-800-XFINITY

WATER/City of Ferndale: 248-546-2525

# US Department of Housing & Urban Development (HUD) DETROIT FIELD OFFICE

Phone: (313) 226-7900 Fax: (313) 226-5611

TTY: (313) 226-6899

Public and Indian Housing (PIH) Resource Center: (800) 955-2232

Fair Housing and Equal Opportunity: (800) 765-9372

## FERNDALE HOUSING COMMISSION (FHC) NORMAL BUSINESS HOURS

The office is open Monday-Friday, 8:00 am - 5:00 pm. The FRONT COUNTER is open to the public from Monday-Friday, 9:00-4:00 (closed for lunch 12:00-1:00). The office is closed in observance of most federal holidays, including:

- ✓ New Year's Day
- ✓ Martin Luther King Day
- ✓ President's Day
- ✓ Memorial Day
- ✓ Independence Day
- ✓ Labor Day
- ✓ Columbus Day

- ✓ Veteran's Day
- ✓ Thanksgiving
- ✓ Day after Thanksgiving
- ✓ December 24<sup>th</sup>
- ✓ December 25<sup>th</sup>
- ✓ New Year's Eve

When a holiday falls on a Saturday, we are closed the preceding Friday. When a holiday falls on a Sunday, we are closed on the following Monday. 415 Withington has a secure drop box in the building foyer for use when the office is closed. There is a drop box at Autumn House as well, in the west hallway of the first floor.

#### WELCOME! And ABOUT THIS HANDBOOK...

Welcome to your new home! Our community is caring, diverse, and inclusive. We value each person we serve, and hope residents value one another as well. We want your new home to be comfortable, secure, and welcoming. We expect that residents act as good neighbors, treating each other with consideration and respect at all times.

This resident handbook provides information on the rules, policies, and procedures that govern your tenancy with the Ferndale Housing Commission (FHC). These rules are in place to ensure you have the greatest opportunity to enjoy your home to its fullest. There are rules about your unit, and rules for the shared spaces inside the building, and outdoors on FHC property.

Some items in this handbook are also in your lease agreement. This handbook, your lease, and the FHC Admissions & Continued Occupancy Policy (ACOP) are strictly enforced. Strict enforcement ensures your home environment remains safe and enjoyable for everyone.

FHC reserves the right to change our policies, this handbook, the lease, the ACOP, and other governing documents according to HUD requirements.

#### FERNDALE HOUSING COMMISSION BASICS

FHC is funded by the Federal Department of Housing and Urban Development (HUD.) We are governed by our own policies (ACOP), budgets, and strategic plan; and we are required to follow HUD requirements and federal laws. We are also subject to state and local oversight related to housing, building and safety standards.

Your primary contacts will be with maintenance staff, the office coordinator, and the property manager. These staff members ensure the day-to-day maintenance and operations of the public housing program. They handle work orders/repairs, rent, lease enforcement, complaints, and related issues. All staff report to the Executive Director.

You will get to know the Executive Director through resident meetings, board meetings, and other events. The Executive Director is the CEO, responsible to the Board of Commissioners for overall organizational performance.

The Executive Director serves as hearing officer for the organization, and must remain neutral and objective in that role. To ensure objectivity, the Executive Director will rarely become involved in resolving complaints or mediating specific tenant issues. The Executive Director only becomes involved when something is formally appealed. Otherwise the Property Manager is responsible for addressing tenant issues and complaints.

The Executive Director reports to the FHC Board of Commissioners. The Mayor of the City of Ferndale appoints the FHC Board of Commissioners, which includes one FHC resident. The Board of Commissioners is governed by its by-laws, the City Ordinance, and HUD.

Regular board meetings are typically on the second Wednesday of each month, at 5:00 pm in the community room. Meetings alternate between Withington West and Autumn House. Meeting notices and schedules are posted on bulletin boards at each building, at City Hall, and on the FHC website: ferndalehousing.com. The ACOP, commission meeting packets, by-laws, policies, and other important Board documents are available on the website. Or you can come by the office to see copies of all the information during normal business hours.

#### READ AND UNDERSTAND YOUR LEASE AND THIS HANDBOOK

Your lease is a legal agreement between you and FHC. If there is anything in it, or in this handbook that you don't understand, please ask us and we'll be happy to explain. There is no such thing as a bad question!

It's helpful to keep your copy of the lease and this handbook somewhere safe and easy to find.

## INDEPENDENT LIVING

We offer independent living at FHC. Residents who require assistance to care for themselves should talk with their medical care professionals, social workers, or others who can help them determine their best course of action. Office staff are not equipped to counsel or advise, we are not social workers, substance abuse counselors, or law enforcement professionals.

We ARE able to help with requests for reasonable accommodation to allow those with a disability to fully utilize and enjoy their home environment. And we do permit live-in aides; contact the office for more information.

## REASONABLE ACCOMMODATION

A "reasonable accommodation" is a change, exception, or adjustment to a rule, policy, practice or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common spaces. If you need a reasonable accommodation please contact the Property Manager and/or use the enclosed request form, or visit our website for a request form. Requests may also be made verbally or by any other effective means of communication.

#### **ACCESSIBLE UNITS**

Accessible units are available to persons with disabilities. They are offered first to any current resident who has a disability that requires the special features of the unit; second to an eligible qualified applicant on the waiting list with a disability that requires the special features of the unit; and lastly to a non-disabled applicant. When a non-disabled applicant accepts an accessible unit, they agree to move within 30 days to another non-accessible unit if required to provide the accessible unit to a person with a disability.

Contact the Property Manager with questions about, or to request, an accessible unit.

## **MOVING IN/OUT**

Our goal is to ensure your tenancy begins with a clean, safe, and fully functional unit. When a unit is prepared for a new tenant, it is cleaned top to bottom, inside and out. The carpet is cleaned, or if there is considerable wear, tear, or damage, it will be replaced prior to move-in. The walls are cleaned and patched, or if there is considerable wear, tear, or damage they will be re-painted. Appliances are cleaned, tested, and repaired; or replaced if not functional. Heat, water, and electrical systems are inspected, tested, cleaned, and repaired. Other repairs are also made throughout the unit as needed. The locks are changed. The unit is inspected for pests and certified to be pest/bed bug free by our pest control contractor.

Prior to moving in you will have a move-in inspection with the Property Manager. You will walk through the unit and the Property Manager will note any deficiencies or repairs that may be outstanding. These will be rectified as soon as possible, and you will not be charged. You will be asked to sign for receipt of the move-in inspection which is a formal record of the condition of the unit upon move-in. You will then receive your keys and be authorized to move in. You will receive one key and key fob per adult household member, and one mailbox key for the unit.

You can contact the front office to make arrangements to use the freight elevator during normal business hours to move large items in, or if you are moving a lot of things all at once. Furniture and other large items are not permitted to come in the front doors at either building. Please carefully review the bed bug policy and be sure all items moving into the building are thoroughly inspected and pest free.

Should you experience an infestation of any sort, please contact the office for access to the freight elevator. Wrap up and secure infested items and use the freight elevator to remove any furniture or personal items. DO NOT drag unsecured, infested furniture or personal items through the halls or onto shared elevators.

You may not terminate your lease within the first 12 months. After 12 months, if you decide to leave FHC, you must provide written notice at least 30 days before you leave. If you break your lease before the first 12 months, or do not give the proper 30 day notice after 12 months, you will be charged for rent, costs, and other fees that might apply through the end of the notice period.

Everything that was already in the apartment when you moved in must stay in the apartment when you leave. If anything is lost or damaged, you will be charged for their replacement. You should remove all personal belongings and be sure the unit is tidy. In general, try and leave it how you found it. All keys, key fobs, and mailbox key must be turned in to the Property Manager before you leave.

Any personal property left in your unit will be disposed of, and the labor cost to do so will be charged against your security deposit. Your security deposit will be charged if all issued keys are not turned in.

If you are evicted please do not return to FHC property. We will consider your presence to be trespassing and will pursue enforcement and prosecution.

#### **TRANSFERS**

It is very costly to prepare a unit for a new tenant. FHC cannot afford to honor tenant voluntary requests for transfers, and will not approve them. There are two exceptions; first if the transfer is required as part of a reasonable accommodation; or if the request is because a family member is a victim of domestic violence, dating violence or stalking.

Please contact the Property Manager to request a voluntary transfer for either of the two exceptions listed.

## **VIOLENCE AGAINST WOMEN ACT (VAWA)**

VAWA protection applies to all victims of domestic violence, not just women. Victims of domestic violence in public housing have special protections. Please contact the office immediately or call the National Domestic Violence Hotline (800) 799-SAFE. A pamphlet about VAWA is included in your materials.

#### **VIOLATIONS**

We strictly enforce the lease, this handbook, the ACOP, and our community's adopted rules to ensure you enjoy a safe, healthy, home environment.

Violations are taken seriously and should be immediately reported to the Property Manager. Reports and complaints may be made at the office, by phone, or by email.

Written reports or complaints carry the most weight. If something is serious enough to create a formal record, we expect you are willing to stand by your report. However, verbal reports will be accepted, and written up by the office into a formal document.

In most cases, anonymous complaints or reports cannot be acted upon. An anonymous report that we can verify with camera footage may be sufficient. We must know the date and a reasonable window of time (typically within 30 - 60 minutes) when something happens.

The Property Manager will investigate credible reports and complaints related to lease violations, this handbook, or other FHC policy. The investigation may include reviewing camera footage, interviewing witnesses, interviewing the person making the report and the person reported to be in violation, and other research as needed to determine the facts and evidence.

The Property Manager will consider the clarity, strength, and volume of evidence; the resident's history of violations, if any; and the severity of the incident—for example did it inconvenience or disturb a single neighbor, or was the impact broader? Or is this a serious matter of health and safety? What is the potential impact on property and health and safety?

The Property Manager will determine whether the investigation warrants action, and if so, may take informal or formal action.

Informal actions may include a conversation with the person in violation to remind them of the rules and expectations, general educational efforts to remind the community at large, additional signs, or other informational efforts, or other efforts as appropriate.

Formal actions may include formal verbal or written warning, or issuance of a violation notice.

Four or more formal violations within a one-year period may result in eviction.

FHC is required by HUD to terminate the lease of a tenant who fails to sign consent forms, fails to document citizenship, fails to provide social security documentation, fails to accept an offer of a lease revision, has a methamphetamine conviction, or is noncompliant with community service requirements.

FHC will terminate the lease of a tenant for criminal activity, illegal drug use, alcohol abuse, threatening other residents, furnishing false information, and other serious or repeated lease violations (i.e. nonpayment of rent, unauthorized occupants, property damage, failure to maintain the unit in a safe condition, disturbing others, etc.). FHC

will consider all alternatives and factors and may, on a case-by-case basis, choose not to terminate the lease.

## **ILLEGAL ACTIVITIES**

Immediately report suspected illegal activities to the Ferndale Police Department. In emergencies, call 911. For non-emergency police matters, call 248-541-3650.

Please let the Property Manager know when you make a police report. We will obtain the official police records and complete our own investigation of whether the lease or other FHC policies were violated. If something is illegal, it is most likely a violation of the lease as well. In some cases illegal activity may result in immediate termination from our public housing program, for example violent, felonious, or drug-related criminal activity.

## **RENT CALCULATION, INCOME & OTHER CHANGES**

The amount of rent you pay and the unit size you occupy is based on your income level and family composition. If either of those things change in any way, you must notify the Property Manager immediately. If in doubt, ask the Property Manager. Remember, there is no such thing as a bad question. Better to ask than find out later you should have reported something and didn't!

Just drop a note at the office or in the secure drop box available at each building, email or call the Property Manager. The Property Manager will schedule an appointment to review the changes, gather related documentation, and adjust your rent amount if necessary.

If we receive notification of change on or before the 15th of the month, we can make the rent adjustment effective for the next month.

Failure to report income or family composition changes is a program violation.

Rent is calculated according to HUD requirements and FHC policy. Tenants have the option of choosing an income-based rent or a "flat-rent," which is market comparable rent for location/property. Most tenants choose income-based rent.

HUD regulations specify the formula that we must use for calculating total tenant payment (TTP). TTP is the highest of:

- > 30% of the monthly adjusted household income; or
- ➤ 10% of the monthly gross household income; or
- ➤ Minimum rent of \$50

A utility allowance is subtracted from the TTP. The result is the amount of tenant rent. If the result is a negative number, the amount becomes a utility reimbursement paid to the family.

#### ANNUAL LEASE RENEWAL

Each year you are required to meet with the Property Manager to review your lease, update your paperwork, and re-verify the information we use to calculate your rent and ensure your ongoing qualifications to reside in our public housing or complete lease renewal paperwork by mail.

The meeting typically takes place in the Property Manager's office. If you have a hard time making it to the office you may request he/she conduct the meeting at your building.

#### **UTILITIES**

Most units are individually metered. Some units at Autumn House share a meter with the hallway lights. A utility allowance for electricity and/or gas is calculated based on average use patterns and the current rates published by the utility companies. Units that share hall lights receive a higher utility allowance to offset the additional cost of the hall lights. The approved utility allowance is deducted from your rent. If the utility allowance is more than your rent, you will receive a utility reimbursement check.

The FHC Board reviews utility allowances annually. Every few years the Board may undertake a more extensive utility use analysis. The current utility schedule is posted on bulletin boards.

Costs for telephone and cable or satellite TV service are your responsibility.

#### RENT COLLECTION

"Rent" means all money owed to FHC including unit rent, work order charges, utility charges, and other debts to FHC.

Rent is due by close of business (5:00 pm) on the first day of the month, with a grace period until close of business (5:00 pm) on the fifth of the month. If the fifth day of the month falls on a Saturday, Sunday or holiday, payment is required by close of business (5:00 pm) on the next business day the office is open.

For example, if the 5<sup>th</sup> of the month is on a Saturday, rent received on the following Monday, the 7<sup>th</sup> before 5:00 pm is on time. Or, if Labor Day is ever on Monday, September 5<sup>th</sup>, rent received on Tuesday the 6<sup>th</sup> at or before 5:00 pm is on time.

Rent must be paid by personal check or money order. Cash is not accepted.

Rent may be dropped in the secure drop box at either building by close of business (5:00 pm) on the due date. If mailed, give yourself ample time for postal delivery. We must receive mailed rent on or before the due date. We cannot provide exceptions for late rent due to postal service irregularities. We date stamp all incoming mail to document the date received.

#### **Electronic Rent Payments**

FHC intends to implement electronic rent payment options for residents in the near future. This is an optional service that may be more convenient for some residents. When these options become available, residents will be required to complete paperwork authorizing automatic deductions. The same rent policies, fees and penalties will apply.

#### Late Fee

A \$25.00 late fee is assessed on all late rents. Late fees must be paid in the month assessed, and no later than the month immediately following. Rent received after 5:00 pm on the  $5^{th}$  of the month is late. When the  $5^{th}$  falls on a weekend or holiday, rent received after 5:00 pm on the next business day is late.

A \$25 late fee is assessed on all returned or "bounced" checks, in addition to the returned check fee.

#### Returned Check Fee

A \$20.00 returned check fee (or "bounced check" fee) is assessed on all checks returned for insufficient funds. The late fee will also be applied to returned checks.

## Deposits

You are required to pay a security deposit when you sign your initial lease. This money will be refunded after you move out, unless you owe payment to FHC for items such as cleaning, damage, overdue rent, overdue maintenance charges, court costs, or other charges. Those charges will be deducted from your security deposit. Any money remaining from the deposit will be returned to you. If you owe more than the deposit can cover, you will be charged for the difference.

### Repair Charges

If you have a maintenance request, or if damage occurs to your apartment, please report it to the Property Manager as soon as possible. There is no fee for routine maintenance of your unit.

However, charges will be assessed to repair any damage caused by residents or visitors. Often charges will be lower if the repair is made early, before further damage occurs. If you owe money for repairs, you will receive a bill and the charges will appear on your monthly rent statement.

FHC has provided you with an official list of charges for repairs. We hold public meetings with residents to discuss any proposed changes to these fees. The Board of Commissioners approves any changes to fees in a public meeting.

#### Notice to Vacate

FHC will issue a "Notice to Vacate" to a tenant with unpaid rent two days following the rent due date (typically the 7<sup>th</sup> of the month). This notice is a formal demand to pay the full amount due (including late fees) within 14 days, or vacate the premises.

If the tenant refuses to pay, and refuses to vacate, FHC will take appropriate legal action. The tenant may be required to pay court costs and attorney fees in addition to the rent due.

If the matter goes to court, and the court upholds FHC action, the tenant has 10 days to pay in full (rent, late fees, and sometimes court costs.) If payment is not made within 10 days, FHC will proceed with eviction.

## **Payment Extensions**

The Property Manager may provide a rent payment extension in cases of extreme emergency. Keep in mind, we house people with low- and extremely low-incomes, who are elderly and/or disabled. It is common for our residents to experience financial and health challenges, and difficult family situations.

Extreme emergency may include extended hospitalization of the tenant, having to travel outside the state for serious matters, extreme loss or tragedy, or other circumstances that cause extraordinary disruption, and an inability to tend to one's personal affairs on a temporary basis.

Tenants with a history of late payments may not be eligible for an extension. Tenants with considerable debts owning FHC may not be eligible for an extension.

Requests for extension must be made in writing and directed to the Property Manager. Include the reason for the request and the date rent will be paid.

## Lease Violation

Late rent payments will be considered a lease violation. Repeated lease violations will

result in eviction. See the sections on Lease Violations and Grievances & Appeals for more information.

#### **INSPECTIONS & EMERGENCY ENTRY**

FHC is required to inspect all public housing units annually. More frequent inspections may be scheduled as necessary. For example, our routine pest control inspections may occur quarterly or more frequently.

You will be notified of the date and timeframe of any scheduled inspection at least 48 hours prior to the inspection. We will enter your unit for these inspections whether you are home or not.

If we have reason to believe there is an emergency, FHC may enter your apartment without advance notification. Some examples of emergencies include suspicion of health or safety issues, running water, water pipe leaks, smoke, or fire.

If you make a work order request we may enter your unit to complete the maintenance/repair work you've requested.

Anytime FHC enters your unit, whether for a scheduled inspection or due to emergency, we will leave a tag on your door letting you know we were there.

You may not add deadbolts, chain locks, alarms, or other things to prevent entry to your unit. FHC and/or emergency personnel must be able to enter if required.

#### **INFESTATIONS**

You received a comprehensive pest control policy when you signed your lease. In a communal living environment, it is imperative that we aggressively prevent infestation, monitor issues, and enforce our policy. You are required to immediately inform the office if you suspect any pest control issues within your unit.

## **BUILDING SECURITY, SAFETY, AND EMERGENCY PROCEDURES**

## Security

You are protected by 24/7 camera systems that record activities inside and outside the buildings, including parking lots and patios. If you see any criminal or suspicious activity immediately call the police. Please report any lease or rules violations to the office. Note the time, date and location of any incidents so we and the Police can use the camera footage as evidence.

You are also protected by secure door entry systems that only staff, residents, and sworn emergency personnel can access. NEVER buzz in a stranger or allow someone to follow you in. Simply say, "I am not allowed to let people in the building. Please buzz the person you are here to see..."

DO NOT PROP DOORS OPEN, EVEN FOR A MOMENT. It only takes a second for the wrong person to get into the building.

DO NOT USE FIRST FLOOR DOORWALLS AS AN ENTRANCE. These doors cannot be locked from the outside. Please do not leave them open. Someone could gain entry to the entire building through an unlocked door wall.

If you see people in the building or in vestibules who do not belong here, call the police.

NEVER ENTER MECHANICAL ROOMS, custodial closets, rooftop areas, or other areas restricted to staff, contractors, or emergency personnel.

## Safety

Keep the path to all windows and doors clear at all times. Be sure there are no trip hazards, furniture, boxes, or other items blocking your way. Windows and doors are how emergency help will get to you, and they are your way out in an emergency. Ask yourself, could I safely get to that door/window in the dark when I am scared and disoriented? Please put safety first!

Kitchen fires are a common and dangerous problem in apartment buildings. NEVER LEAVE THE STOVE UNATTENDED. If a pan catches fire place a lid on it immediately. In case of fire, call 911 IMMEDIATELY. Leave your unit, close the door behind you, and pull the fire alarm.

## Smoke Detectors

The smoke detectors in your apartment may save your life during a fire. Never disconnect or make your smoke detector inoperable. Call the office immediately if you need a new battery or something is wrong with your smoke detector(s). There is no charge for replacement batteries or to repair/replace your smoke detector.

## Fire Alarms

Each unit is equipped with smoke detectors, and each building has a fire extinguisher on each floor and a sprinkler system that will activate in the event of fire.

When the fire alarm goes off YOU MAY SHELTER IN PLACE. Of course if the fire is in your unit, evacuate immediately. If you see smoke, evacuate immediately. Absent smoke or

fire, please keep your door closed and stay in your unit. Both buildings are made of cinder block and each unit is self-contained. The Fire Marshal advises to stay in your unit unless you see fire or smoke. Emergency fire personnel will provide further direction.

If you need to evacuate, the elevators will not be operable. Go to the nearest stairway and make your way downstairs. CLOSE ALL DOORS BEHIND YOU. If you cannot get down the stairs, go into the stairwell and close the door behind you. If there is smoke, get as low as possible and move quickly to the stairwell. Wait for emergency personnel.

#### Fire Doors

The steel doors at the end of each hallway are fire doors, and the front door to your unit is also a fire door. Do NOT prop open fire doors, including the door to your unit. Closing these doors is critical to containing a fire and saving lives.

At Autumn House the fire doors in the middle of the hallways near the elevators are held open magnetically. They close automatically when the fire alarm sounds. These doors must be kept free of all foreign objects at all times so they are free to close.

Space Heaters, Candles, and Other Fire Hazards

Space heaters are strictly prohibited.

Gasoline may not be stored in your unit or anywhere in the building. Rags or other items with combustible liquid or fumes may not be brought into the building or your unit.

You may store minimal amounts of standard household liquids such as lighter fluid. Be sure it is in its approved original container and in very small amounts. If in doubt, ask the office!

Open flames, including candles, are not permitted in your unit or on balconies/patios. If you enjoy the smell of candles, use plug-ins or flameless candles. Fire is a major danger in an apartment building. People can easily fall asleep or forget about a burning candle and risk the lives and property of everyone in the building. Candles may be used in the event of a power outage. NEVER leave a lit candle unattended.

## Emergency procedures

Let the office know if you require special assistance in the event of emergency. We provide emergency personnel with a list of residents and their apartment numbers.

In the event of severe weather requiring you to "take cover," move away from your windows into the center-most area of your unit. For tornado warnings, if you are able,

come down to the first floor and shelter in the stairwell or hallways, away from windows. Neither building has a basement so the first floor away from windows is the safest spot.

In an emergency where there is no access to elevators, use the nearest stairwell. If you are unable to walk down the stairs, wait in the stairwell with the door closed and emergency personnel will assist in evacuating you.

## **Cooling Centers**

The first-floor community rooms in each building are air-conditioned and serve as cooling centers during the warm weather months. All residents have access during heat emergencies, even if the room is reserved.

#### Renters Insurance

FHC is not responsible for your personal effects and the contents of your rental unit. Some residents choose to purchase renters' insurance to protect their property.

#### **LOCK-OUTS**

During normal business hours we can assist you if you are locked out of your apartment at no charge. We get to know our residents pretty quickly, but we may require identification to ensure we are providing entry to an authorized tenant.

After hours, weekends, or holidays there is a charge for us to help you with a lock-out. If you lose your keys/key fob and require new locks, we will have to charge you.

#### SMOKE FREE

See the attached smoke-free policy for details. Smoking is prohibited in all FHC units, including scattered site homes. Smoking is prohibited on balconies and patios, and all common areas, inside and outside the buildings. You must be at least 25 feet from the building (or home) to smoke. You will be held accountable for your visitors' and guests' compliance with this an all FHC policies.

#### BEING A GOOD NEIGHBOR

#### Get Connected!

There are bulletin boards near mailboxes, in community rooms, and other areas where lots of information is posted. You'll find meeting notices and agendas, resident social and holiday events, community resources and activities, and lots of other helpful information to get you connected to your neighbors and the community.

#### Resident Committees

Each building has a resident committee. The committee is very involved in planning activities and events, and can help answer questions or solve small problems on a resident-to-resident basis. The list of your committee members is posted on the bulletin board.

#### Be Constructive!

Our residents come from all different backgrounds and have very different beliefs and personal preferences. Everyone has their own gifts and talents, and their own challenges. What's "right" for you may not be comfortable for someone else, and that's ok! What is NOT acceptable is being disrespectful of one another. Please honor other people's opinions, seek common ground, assume the best of your neighbors, avoid gossip, and be inclusive.

FHC will not tolerate teasing, yelling, cursing, threats, or other behavior that would make someone feel intimidated or unwelcome in their own home environment. Sadly, there is bullying at all ages and stages, but there is zero tolerance for that at FHC.

Similarly, there is zero tolerance for verbal abuse or disrespect toward FHC staff. Under no circumstance are you to raise your voice, curse, call names, or otherwise behave in an aggressive or threatening manner toward FHC staff. FHC staff are bound by a formally adopted customer service policy (attached) that requires them to treat all residents and customers with respect.

Any physical altercation with other residents or staff will be prosecuted to the fullest extent of the law.

Attached is the "Citizens for a Fair Ferndale Civility Pledge." We hope you will take the time to review it and, if you are so inclined, sign the pledge to make your commitment to be a good neighbor.

#### Attire

We hope you are very comfortable in your new home! But not TOO comfortable...please be sure to be properly dressed when you leave your unit, even if it is to run to the laundry room or down the hall to the trash chute. Properly dressed means no nightgowns, visible undergarments, robes, or other suggestive or revealing attire in public areas.

#### Noise

At all times, keep noise to a reasonable level. That means music, television, and conversation should not disturb neighbors inside their unit. Some units have balconies

or patios; residents may enjoy their outdoor space, but please keep in mind others' right to enjoy a quiet, peaceful living environment.

Please be aware that loud voices, footsteps, doors banging, pets, and other noises will be heard by your neighbors. Keep your voices down in the hallways and stairwells, don't run or stomp, and be careful with doors. If children live with you or visit, it's your responsibility to know where they are, and ensure that they respect your neighbor's property and privacy.

Please take extra care to be quiet between the hours of 11:00 p.m. until 8:00 a.m. Between those hours, please be sure noise from your unit cannot be heard in a neighbor's unit, for example music or your television. Please also take extra care to be quiet in the hallways, stairwells, and other public areas.

Consider reserving the community room for larger gatherings, or if you anticipate your celebration will be a little louder than normal. It will give you more space and ensure your event does not inconvenience neighbors. Reservations can be made at the office or by emailing <a href="maintenance@ferndalehousing.com">maintenance@ferndalehousing.com</a>. More information on community room reservations is in a later section, and the office has a detailed policy on use of the room.

#### Neatness

FHC common spaces and outdoor areas are available for all residents' use and enjoyment. Residents are expected to dispose of their trash and litter, including cigarette butts, in appropriate bins, and clean up any spills or accidents that may occur. Please use the maintenance contact information on the front of this handbook to report anything that needs immediate custodial attention.

#### Pets

Pets and service animals are permitted in the building. If you intend to keep a pet or service animal please carefully read the entire pet policy and register your animal with the Property Manager. You are responsible for your animal's behavior, and for cleaning up after it.

Additional maintenance, custodial, or cleaning work, including damage in common areas, that is required due to your pet's behavior will be charged to you or deducted from your security deposit.

## Garbage, Trash Chutes & Recycling

Trash chutes are available on each floor. Residents MUST BAG TRASH in durable trash bags that can be closed and will withstand going through the trash chute to the first-floor

trash bin. Loose trash, or bags that break, lands all over the first-floor trash room, which can lead to pests and rodents in the building.

Residents should be sure their trash does not drip in the hallway or get all over the trash chute door. Clean up after yourself if there is an accident or call maintenance for help.

Needles or other medical or hazardous trash must be placed in hard, solid, sealed containers and taken to the outdoor trash bin. Medications should not be flushed or disposed of down the drain.

Large items, boxes, bags, etc. that do not fit down the chute, or that would break upon reaching the bin, should be taken out to the overflow dumpster in the parking lot. All boxes must be broken down.

Weekly bulk pick up is available (the day is on the front of this handbook.) You are responsible for taking your bulk items to the curb. FHC is billed for bulk pick up if it is out on the wrong day. We will pass along that charge to you.

Recycling is available. If you would like to recycle, request a recycling bin at the office. You will be responsible for putting your recycling bin out and bringing it back in.

## Sharing and Lending

You will find your neighbors have big hearts and most people are incredibly generous. People may choose to share meals, offer one another rides, and otherwise help each other out. Usually this fantastic spirit of community of one of the things residents enjoy most about being here.

Sadly, in some very rare instances, residents may come into conflict with one another over items that are shared or lent. Generally, it is not advisable to lend one another cash or things of significant value. FHC will not mediate sharing or lending issues that arise. You may call the police or seek restitution through civil court proceedings.

Please do not donate clothing, furniture, or other household items to one another. This is in violation of our bed bug policy and may inadvertently pass infestation between units.

Those with non-perishable food or household supplies to share may place it in the community room kitchen area and mark it as available for anyone to take.

#### MAKING YOUR UNIT YOUR OWN "HOME"

We hope you will feel at home here, but we must restrict certain modifications and structural alternations to your unit to ensure your safety and limit unnecessary expense to FHC. Do not make any changes to your unit's electrical, plumbing, heating,

mechanical, or other systems.

Minor improvements, for example, changing light fixtures, may be permitted. But these require prior approval from the Property Manager. All work, if approved, must be completed by fully insured and licensed (if applicable) professionals. Any permanent alteration or addition to your unit will become property of the FHC unless you return it to its original condition at your own expense.

#### **Curtains**

FHC provides curtain rods for each unit. You choose your own curtains, provided they are LINED WHITE TO THE OUTSIDE.

## **Wall Hangings**

You may hang up pictures and decorations using small picture hangers, thumb tacks, or "command strip" style hooks (adhesive hooks that release from the wall.) NO WALL ANCHORS or "Mollys" are permitted. Please only use hardware that can be easily filled with spackle. Anything requiring more extensive dry wall repair will be assessed as a repair fee against your security deposit.

## Paint & Carpet

Units are thoroughly cleaned, including the walls being washed and the carpeting being professionally cleaned, between tenants. In some cases, a unit will require repainting or new carpeting before a new resident moves in.

FHC plans to replace carpeting and repaint units every 10 years. This is part of our long-term budgeting plan and is subject to the availability of funding. If you would like to repaint your unit or replace your carpeting sooner than FHC has scheduled, you may do so at your own expense, within the following requirements:

- FHC has an approved palette of paint color you may choose from. We also have specifications on the brand, type, and finish of the paint that is permitted. You must use a fully insured professional painter to do the work. Any damage to carpeting, flooring, or other areas of the unit that may result will be deducted from your security deposit.
- FHC has an approved brand, type, and color palette of carpeting as well. You
  must use a fully insured professional flooring installer to do the work. Any
  damage to the unit that may result from your voluntary carpeting replacement
  will be deducted from your security deposit.

• You must have prior written approval from the Property Manager prior to undertaking any work on the unit.

Wallpaper or other adhesives are not permitted.

## Housekeeping

You need to keep your unit in a reasonably clean and healthy manner. That means taking your trash out regularly, washing your dishes, dusting and vacuuming, doing your laundry, and cleaning your bathroom. We strongly recommend having your carpeting professionally cleaned once a year.

Units are modest in size. There is not room to store very much. Hoarding is a serious health and safety issue. You may not stack papers, magazines, boxes, bins, or other materials within your unit other than in closet areas or where it does not impede your mobility and safety; or the ability of emergency personnel to access the unit. A hoarding situation that impedes access by emergency personnel, or creates an environment for infestation, will be addressed through the enforcement process.

Cleaning and housekeeping are NOT part of FHC services to residents. If you need help connecting to resources to assist you, check out the bulletin boards for information or ask at the front desk.

If we can smell or see something that leads us to believe your housekeeping poses a threat to health and safety, we will enter and inspect your unit.

## Front Doors and Hallways

You may decorate your front door provided it does not create a hazard for those passing by in the hallway. FHC cannot be held responsible for decorations placed in common areas.

You may NOT use a first-floor door wall as an entry door. It does not lock from the outside.

## Extra Appliances

Small counter top appliance are permitted, such as toasters, toaster ovens, microwaves, coffee pots, and others that operate by plugging into a standard outlet. You may NOT install other appliances (like dryers, freezers, etc.) that are larger and/or require a power source beyond a standard wall plug.

#### Air Conditioners

None of FHC's properties have central air. You may choose to provide your own air conditioner. We STRONGLY RECOMMEND a free-standing portable unit rather than a window unit. DTE offers rebates on the purchase of energy star rated air conditioning units. Contact the office for help in accessing these and other resources.

If you opt to provide your own window air conditioning unit, you may request help from maintenance in installing it for a small fee. If you decide to do it yourself, FHC reserves the right to inspect the installation to ensure it is properly secured and safe to operate. Plywood or cardboard is NOT permitted as a filler; only non-flammable material, ideally clear, is permitted. If in doubt, contact the office for guidance. We strongly recommend removing your window unit in the winter to reduce drafts and conserve energy.

## Antennas or "Dishes"

You may opt for satellite TV or another alternative to cable that involves a "dish" or antenna on the outside of your unit. You must get FHC written approval before mounting anything on our building, even if it is on your balcony. Nothing may be drilled into the brick, or permanently affixed in a way that alters our building. Some units are located in a place that does not pick up a satellite signal. FHC will not permit ancillary mounts on other areas of our building. A dish that is less than one-meter diameter may be placed in an area you have exclusive use of, provided it does not extend over the railing or balcony wall.

#### **Balconies and Patios**

We hope you enjoy your outdoor space! You may provide outdoor furniture, grow potted flowers and plants, or decorate for holidays. You may NOT barbeque or otherwise cook on your balcony. Be careful if you water plants that it doesn't drip below.

Please be sure anything you place on the balcony is properly secured. Like the rule for wall hangings, please only use hardware that does not cause damage to the property. Anything requiring additional repair will be charged against your security deposit.

Storage on balconies or patios is strictly limited to bicycles. You may also store your bicycles under first floor stairwells, provided doors are not blocked in any way; or in other designated common storage areas in the building.

FHC reserves the right to require removal of outdoor items or decorations that are deemed excessive or unsightly to neighbors/the public.

Closet Organizers, Contact Paper

You may not install closet organizers that affix to the wall using wall anchors. Please refrain from using adhesive contact paper. Your security deposit will be charged if we must scrape paper from shelves or repair closet walls or shelves.

Real Christmas Trees are prohibited.

Water Beds are prohibited.

## **VISITORS & GUESTS**

Your visitors/guests must buzz your unit to gain entry to the building. They are to proceed immediately to your unit and should only be in common areas of the building when you accompany them. You are responsible for their behavior; you will be held accountable for any rules violations or damage caused by your visitors/guests.

You may NOT provide a key or key fob to visitors or guests. Visitors/guests may NOT park in resident parking lots.

The head of household must be present when there are overnight guests in their unit.

You may have a guest stay with you up to 14 nights in a row. You may have overnight guests occasionally at other times, provided they do not reside with you. Occasional guests may NOT: move in personal belongings; stay more than a couple nights at a time; have a key or fob; park in resident lots; use laundry facilities; use other building amenities without you accompanying them (i.e. community room); wander the building unattended; receive mail or deliveries at the building.

Remember, you are responsible for your guest's behavior. If they disturb a neighbor or break any other rules, you will be held accountable. If someone is going to stay with you more often than a couple nights a week, and they do not have their own place where they pay rent and receive mail, they are considered to be living with you and must be added to your lease. They are subject to the same screening process as other residents, and their income may affect your rent calculation.

Children who are subject to a joint custody arrangement, or for whom a family has visitation privileges, and who are not included as a family member because they live outside the assisted household more than 50% of the time, are not subject to the time limitations for guests/visitors.

You may request exceptions to this policy in extenuating circumstances. The Property Manager will require documentation to show the guest will reside elsewhere by a specific deadline.

Individuals registered for life on the National Sex Offenders database are banned from FHC property.

Former tenants who were evicted are not permitted on FHC property. Their presence will be considered trespassing and we will pursue enforcement and prosecution. Your invitation to enter the premises, or otherwise providing access to our property to evicted former tenants is a lease violation.

Former staff no longer have clearance to access our office or FHC property. Former staff who left on good terms may be your guest or visitor. Otherwise do not provide access to former staff. If in doubt, please ask the Property Manager.

#### **OUTDOOR COMMON AREAS**

## Front of Building

The front of the building is our "front porch" to our neighborhood. At Withington West, it is also the main entrance to our business office.

At Withington West, seating in the front of the building should be used for short-periods, such as waiting for a ride, or resting for a short while. Extended socializing is prohibited in the front of the building because it can create excessive noise, cars may stop to chat which can obstruct traffic, and it may be uninviting for visitors to enter/exit the building.

# ALCOHOL CONSUMPTION IS PROHIBITED ON FHC OUTDOOR PROPERTY IN FRONT OF THE BUILDING.

## Back of Building

The back of the building is our "back yard," where more extended socializing may take place. This is where you may barbeque, picnic, and enjoy your neighbors and visitors. If you use community room chairs outdoors you must return them to the community room. If you fail to do so you will be charged for any resulting damage or loss.

Alcohol may be consumed in the back yard in moderation, and in accordance with laws, local ordinances, and other FHC policies. Anyone drinking alcohol on FHC property must be of legal drinking age, refrain from public intoxication, and observe all related laws, ordinances, and rules (such as limits on noise, and maintaining mutual respect for other residents.)

For your safety, **glass containers are prohibited**. It is preferred that drinks be in a cup or other discrete container.

It should go without saying, but just to be certain, residents are expected to use restrooms to relieve themselves. There is a public restroom on the first floor at both buildings.

As with all outdoor activities, you are expected to clean up after yourself and properly discard of or recycle your trash and containers.

#### **Barbequing & Picnics**

Please be extremely careful if you barbeque. NEVER use gasoline. Only use appropriate lighter fluid and briquettes. Be sure the grill is at least 10 feet away from the building and have a bucket of water on hand in case of emergency. Do NOT dispose of hot or even warm briquettes in trash bins.

Pick up after yourself and be sure all trash is in the trash bin. The City of Ferndale is an urban environment where rodents are present. Dispose of food in secured containers away from the building.

## Outdoor Play Equipment

We are not insured for outdoor playground equipment, trampolines, pools, bounce houses, or other items and must prohibit their use even on a temporary basis.

## Community Gardens

FHC maintains the basics of its outdoor landscaping. You are welcome to work with the resident committee and FHC staff to participate in beautification efforts and gardening on the grounds. FHC will support resident efforts in this regard, offering water, materials, and other resources and support, including potential partnerships with area garden clubs.

FHC may install raised bed community garden space to allow residents to grow vegetables seasonally. Separate policy will govern that activity.

## PARKING LOTS AND DROP OFF/PICK-UP AREAS

When you sign your lease and move in you'll let us know if you have a vehicle you will be parking at the building and, if so, the car model/color/license plate and other information we need. We will provide a parking pass for your vehicle. Please display the parking pass at all times. Vehicles without a displayed pass will be towed at the owner's expense.

Parking lots are available for RESIDENT USE ONLY. Each unit may have one vehicle registered with the office for each adult household member. There are more units in each building than there are parking spaces available. Parking is available to residents with registered vehicles on a first-come, first-available basis. In some rare instances, lots

may be full. There is free on-street parking available near each building as well as paid city lots.

VISITORS MAY NOT PARK IN BUILDING LOTS. However, if you do not have a vehicle, but you have an official caregiver who visits you regularly, you may offer him/her your parking pass so they may park in the lot.

YOU MAY NOT STORE A VEHICLE IN BUILDING LOTS. All vehicles must have current plates and be operable. Any vehicle with expired tags or which is inoperable (i.e. flat tire) will be towed at the owner's expense.

There are handicap spots available in each lot. Any vehicle parked in a handicap spot without proper handicap tags will be towed at the owner's expense.

If you park a vehicle in the building lot but drive infrequently, consider using a parking space further away from the building to allow those who are in/out more often a more convenient spot.

You must keep the front of the buildings clear for ambulances and emergency vehicles. Your ride may pull in and stop MOMENTARILY while you walk out to get in the vehicle. Anything longer than that is considered "standing" and is strictly prohibited. If you need to keep your ride waiting ask them to park across the street.

## **INDOOR COMMON AREAS**

Common areas are available throughout the building for your use and enjoyment. Please do not litter and be sure to clean up after yourself and your visitors. You and your visitors may not lie down or sleep in common areas.

#### ALCOHOL CONSUMPTION IS PROHIBITED IN ALL INDOOR COMMON AREAS.

## Community Room(s)

The large Community Room on the first floor is available for residents' use unless reserved through the office for a private event. At Withington West, the community room is also used for group meetings and may not be available to residents during that time, usually not more than a couple hours at a time.

Contact the office if you would like to reserve the community room. There are tables, chairs, televisions, and full kitchens in each community room. They also adjoin the outdoor patio space, which is also available to reserve with the use of the community room. Please contact the office to reserve a date and to get more detailed information.

FHC reserves the right to lock and secure common areas in the rare and unfortunate

instance of damage or misuse.

## Laundry Rooms

Laundry rooms are available for RESIDENTS ONLY. Some residents may have a chore worker who are permitted to do their laundry for them. They are on the third and fifth floors of Autumn House and the second floor of Withington West. FHC contracts with a private vendor to supply the washers and dryers. Contact the Property Manager with any issues and he/she will follow up with the vendor.

Laundry rooms are open between 9:00 a.m. and 9:00 p.m. daily. Please clean dryer lint filters after each use. Please clean up after yourself; wipe up spills, put trash in the trash can, etc. Do NOT use Canadian or other coins.

#### Stairwells and Other Areas

Please do not store any personal property in the stairwells or other common areas of the building. FHC cannot be responsible for its safekeeping, and items stored in public area could present a health and safety hazard.

Bicycles, personal carts, and wheelchairs may be stored in first floor stairwells provided they are moved to the side or under the stairs and do not block doors or walking areas.

## **Elevators**

Our elevators are regularly inspected and receive preventive maintenance. Each is equipped with an emergency phone. Please let the Property Manager know immediately if the elevator(s) malfunctions so he/she can promptly call for service.

#### **MAIL AND DELIVERIES**

Your mail is delivered by the US Postal Service. FHC does not have access to your mail and we cannot rectify problems with the mail. Please contact the post office or talk with your mail carrier if there are problems.

We cannot accept deliveries at the front office. Please be sure to provide adequate instruction for any deliveries you are expecting. FHC is not responsible for lost or stolen packages/mail.

## MAINTENANCE AND REPAIRS, WORK ORDERS

You may request assistance with maintenance and repairs for your unit by calling the office or emailing. The contact information is on the front of this handbook.

Contacting the office is the only way to initiate the work order process. Please do not stop staff in the hall, parking lots, or in meetings to make your work order requests. Help us ensure your work order is promptly and correctly handled by using the work order request system.

Work orders are classified as emergency, urgent, or routine. Emergency work orders are completed within 24 hours, and urgent issues within 48 hours. These are very serious issues related to plumbing, electricity, heat, and other things that impact health and safety.

We strive to complete routine work orders within 5 business days. These are requests such as changing light bulbs, hanging curtain rods, fixing closet doors, and other convenience or aesthetic issues.

If it's been more than a week, we do our best to contact you with an update on the status of your request. If more than a week has passed and you've not been contacted, please get in touch with the office so we can be sure the work order wasn't inadvertently overlooked.

You are required to immediately report any issues with your unit, especially related to plumbing and electricity, so we can make necessary repairs and ensure your safety. In most cases, maintenance and repairs are part of your lease with us, and there is no additional charge. If in doubt, please ask the office when submitting a work order request.

If there is an after-hours emergency, please call and we will do all we can to either fix the issue or provide a temporary solution until a complete repair can be completed.

Failure to report issues timely can lead to more damage. You may be charged if additional damage occurs due to failure to report.

We must charge for repairs due to damage or neglect. Things that are commonly charged are foreign objects in the drain, garbage disposal, or toilet, holes in the wall from recklessness, doors ripped off track. You will be held responsible for any damage your guests may cause as well.

You can dispute charges for maintenance/repairs. Simply write your objection to the charges to the Property Manager's attention and drop it in the secure drop box or mail it to the office.

FHC periodically reviews the list of standard charges for maintenance/repairs. The current list of potential charges, and expected "life expectancy" of items in your unit, is enclosed with this handbook, is posted on the bulletin board, website, and at the front office.

## Garbage Disposals & Drains

One of the most frequent maintenance charges relates to putting things in the garbage disposal or drains that do not belong there. A garbage disposal is NOT designed to grind whatever you can fit. Do NOT put grease, hard food, thick crusts or rinds, potato peels, grisly meat, sticky or goopy food, or other food that don't easily "grind and go." Save a can to pour your grease in. When it's full, put it in the trash.

NEVER flush rags, feminine products, condoms, or other products down the drain. Only human waste and toilet paper can go in the toilet.

## Lightbulbs and Range Hood Lights

We are happy to replace burnt out lightbulbs in the light fixtures FHC provides at no cost to you. Since light bulbs are a routine request, please be patient; it may be a few days until we can get to you. We will also gladly replace range hood lights that burn out at no charge.

We use energy efficient light bulbs that last most users (those who have the light on few hours per day) several YEARS. In the very rare instance where a resident requires an unusual number of lightbulb changes, we will be required to charge for the additional staff time and cost of additional bulbs to provide that extra service.

We ask that you provide and install/change your own light bulbs in the lamps you may choose to furnish for your home.

#### COMPLAINTS AND GRIEVANCE PROCEDURE

General complaints should be directed to the Property Manager. The Property Manager will do what he/she can to resolve the issue; or explain how all reasonable efforts have been exhausted.

If a complaint is not resolved satisfactorily by the Property Manager, you may direct your concerns to the Executive Director. However, if the issue is going to be the subject of a formal grievance hearing, the Executive Director may decline to become involved because he/she must act as neutral Hearing Officer for formal grievances.

If the issue is not subject to a formal grievance hearing, the Executive Director will mediate the issue.

You have the right to formally grieve any FHC action or failure to act involving your lease or other FHC policies which adversely affect you. This is the informal settlement meeting and formal grievance hearing process:

- 1. Request an informal settlement meeting with the Property Manager within 10 business days of the event. You may make your request verbally or in writing.
- 2. Attend a meeting with the Property Manager at a mutually agreeable time. The Property Manager will contact you within 10 business days of receiving your request to arrange the meeting. The Property Manager will confirm the meeting date/time/location in writing to you.

IF YOU MISS THIS MEETING THE GRIEVANCE IS CONSIDERED RESOLVED. FHC will reschedule an informal settlement meeting is if there is an "unavoidable conflict which seriously affects the health, safety, or welfare of the family."

The Property Manager will prepare a summary of the informal settlement meeting within 10 business days. You will receive a copy for your record, and FHC will place one in your file.

3. IF YOU ARE NOT SATISFIED with the outcome of the informal settlement meeting, you may request a formal grievance hearing. You must make this request in writing, and within 10 business days of receiving the summary of the informal settlement meeting.

IF YOU DO NOT REQUEST A FORMAL GRIEVANCE HEARING WITHIN 10 DAYS the decision made at the informal settlement meeting will be final. This does not, however, waive your right to contest the FHC's action in any appropriate judicial proceeding.

- 4. Attend the formal grievance hearing with the Hearing Officer and Property Manager. Within 10 business days of receiving your request for hearing, FHC will schedule a hearing and send you written notice of the hearing. Full information on your due process rights and the hearing will accompany your written notice of the hearing. In summary:
  - ✓ You may bring a representative and/or witness(es) to the hearing.
  - ✓ You may examine and obtain copies of all FHC evidence prior to the hearing.
  - ✓ You may offer your own evidence and testimony at the hearing.
  - ✓ You may question all witness(es) at the hearing.
  - ✓ You may record the hearing upon request.
  - ✓ You may request reasonable accommodation to fully participate.

IF YOU MISS THIS HEARING THE GRIEVANCE IS CONSIDERED RESOLVED. FHC will reschedule a formal grievance hearing is if there is an "unavoidable conflict which seriously affects the health, safety, or welfare of the family."

The Hearing Officer will issue a written decision within 10 days of the hearing. In some cases the Hearing Officer will request additional information or documentation before reaching a decision which can delay the written decision.

The formal grievance hearing does not waive your right to contest the FHC's action in any appropriate judicial proceeding.

5. The decision of the Hearing Officer is binding unless the decision is contrary to federal, state, or local law, HUD regulations, or the requirements of the annual contributions contract with HUD. If you believe the decision is in conflict with those regulations, you may request a review by the FHC Board of Commissioners. You must make this request in writing, and within 10 business days of receiving the hearing decision. The Board will review the matter within 30 calendar days and will notify the complainant of its decision within 10 business days of making its decision.

An appeal to the Board does not waive your right to contest the FHC's action in any appropriate judicial proceeding.

Termination of assistance based on immigration status is subject to special hearing and notice rules. Please reference the ACOP (section 14) at the office or on the website, for details.

## **SCATTERED SITE HOMES**

In addition to the information contained in this handbook, the following additional information pertains to families in our scattered site homes only.

Basements may not be used as a bedroom. Also do not store any gas operated equipment or tools inside your home. These belong in the garage or shed.

*Trash and recycling:* Please follow the schedule for your location within the City. Call the City of Ferndale for more information.

Grass and landscaping: You are responsible for cutting the lawn and maintaining your landscaping in accordance with local ordinances. Generally, that means mowing at least weekly and weeding beds periodically to ensure there are no tall weeds.

Snow removal: You are responsible for snow removal at your home, which includes the sidewalk in front of your home. Failure to mow or remove snow will result in the City issuing a fine which will be added to your rent.

Storage in Yards: You may not store vehicles anywhere but the driveway, street, or garage, and in accordance with local parking ordinances. Front and back yards are to be kept free of junk and garbage. Automobiles parked at your home must be property licensed, tabbed, and in operable condition.

Sheds: For homes with sheds, only store gasoline or other flammable or hazardous materials in their original containers and according to the manufacturer's instructions. For those who wish to construct a shed, contact the office for approval and guidelines.

*Utilities:* You must have all utility contracts in the household's name and all utilities must be turned on at all times. A utility shut off will result in eviction.

Play structures and pools: Pools and play structures, including bounce houses, are strictly prohibited. Small toddler-sized climbing toys may be used in the yard. These are the types that are small enough to be carried inside and stored; or stored in a shed. Shallow baby pools no deeper than 12 inches may be used provided the grass is not damaged. Please note residents are responsible for water bills and any damage to the lawn that may result.

# **NOTES:**


# **ACKNOWLEDGEMENT OF RECEIPT**

Signature below indicates that I received the following information and that FHC staff reviewed the materials with me.

Print:_						
SIGNA	TURE:		Date:			
✓	Grievance hearing request	✓	Complaint form/lease violation report			
✓	Customer feedback	<b>/</b>	VAWA Request			
✓	Work Order Request	<b>✓</b>	Reasonable Accommodation Request			
FHC also included the following forms in my Resident Handbook:						
	Fire Evacuation Plan					
	Maintenance charges					
	Maintenance Plan					
	Utility Allowances					
	Violence Against Women Act (VAWA) pamphlet					
	Grievance Hearing Process & Due Process Rights					
	Customer Service Policy					
	Facilities Use Policy					
	Pet Policy					
	Bed Bug Policy					
	Smoke Free Policy					
	Resident Handbook					
	Lease Agreement					