

# **PUBLIC HOUSING AGENCY**

**SAINT PAUL**

December 18, 2009

## **Notice of Proposed Changes in Policies and Family Housing Lease**

<p><u>You are not required to respond to this notice.</u> It is for your Information only.</p>
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1. The PHA (Public Housing Agency of the City of Saint Paul) is proposing to change the Dwelling Lease for family public housing units effective February 1, 2010. The "Admission & Occupancy Policies" will also be updated similarly.
2. The PHA's reason for changing the Lease is to protect residents and staff by (1) clarifying and strengthening the lease provisions on "drug-related criminal activity" and other prohibited activities that are grounds for lease termination; and (2) making other changes described in this notice.
3. If you wish to submit written comments on the changes, please send them by January 21, 2010 to Michael Winston, Resident Services Director, at the PHA.
4. The PHA Board of Commissioners will consider these changes on January 27, 2010.
5. Copies of the proposed changes are being sent to each Resident Council, so they can comment if they wish, either directly or through the Presidents Council or City-Wide Residents Council. Notice of the proposed changes is being posted in each PHA hi-rise and mailed to each household in PHA family housing, each scattered site resident and all hi rise residents.
6. If you have questions about the changes or if you would like to have a copy of the exact policy language, please contact your management office.

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### **SUMMARY OF PROPOSED CHANGES IN THE DWELLING LEASE**

This is a summary of the proposed changes. The exact wording is available on request.

1. Revised Definitions of "Criminal activity" and related terms.
  - a. "Criminal Activity" includes, but is not limited to conduct that is unlawful, forbidden by and punishable by fine and/or imprisonment under Minnesota law and local ordinances.
  - b. "Drug-Related Criminal Activity" means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with the intent to manufacture, sell, distribute or use the drug.
  - c. "Drug" means a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802) and/or as defined in Minnesota Statutes, Section 152.01.
  - d. "Premises" as used in the Lease refers to the dwelling unit, the building and common areas, and the entire development.
  - e. The possession, use, or sale of a small amount of marijuana by a Resident, members of the household, guests of the household, or any other person under the Resident's control is a serious violation of the Dwelling Lease.
2. Pest Control. Residents must prepare their unit and otherwise comply with PHA employees' or contractors' instructions for pest control.
3. Housekeeping Requirements.
  - a. Residents must allow PHA staff to complete housekeeping inspections.

- b. Housekeeping Standards are made part of the lease by reference. Residents may not store excessive amounts of items or allow clutter or fire hazards in dwelling units or on the premises in violation of fire codes or PHA Housekeeping Standards.
- c. Residents may not obstruct entryways, hallways, walkways, doorways, bathrooms, showers, bathtubs, sinks, appliances, heating sources, circuit breakers, windows or smoke detectors.

4. Failure to Provide Documentation/Misrepresentation

- a. Failure to provide information on income, assets or family composition, alcohol abuse or drug use, or other information related to eligibility or rents is a lease violation.
- b. If the PHA determines that a resident was admitted to housing or has remained in housing due to the resident's misrepresentation, the PHA may terminate the lease.

5. Violence Against Women Act (VAWA). This is currently an addendum to all dwelling leases. Management will not terminate or refuse to renew the Lease and will not evict a resident or a member of resident's household if the resident or household member is a victim of actual or threatened "domestic violence, dating violence, or stalking".

6. Transfers from Damaged Units. This is currently an addendum to the dwelling lease. The resident must move immediately to a new unit upon Management's request if the unit is seriously damaged. A transfer to a new unit does not remove or eradicate prior or existing Lease violations. The PHA retains the right to terminate the new lease for violations of the Lease while the resident occupied the uninhabitable unit.

7. Other Miscellaneous but Important Items.

- a. Residents must comply with all applicable federal, state and local codes, ordinances, laws and regulations including but not limited to those relating to building, housing, health, sanitation, safety and fire.
- b. Residents must not allow any person who has been "trespassed" by the PHA to have access to the unit, hi-rise common areas, or other PHA property.
- c. Residents must comply with HUD's community service requirements to remain eligible for public housing. (Not a new requirement; just restated in the lease.)
- d. The resident is not allowed to engage in alcohol abuse or demonstrate a pattern of abuse of alcohol that Management determines affects the health, safety or right to peaceful enjoyment of the premises by other residents, neighbors or employees of the Management. Residents shall assure that no guest or other person under the resident's control engages in such abuse or pattern of abuse.
- e. A resident must meet with Management at a reasonable time and place when Management requests, to discuss any matter affecting the Lease or the resident's tenancy.