

## Chapter 8

### LEASING AND INSPECTIONS

[24 CFR 5, Subpart G; 24 CFR 966, Subpart A]

#### INTRODUCTION

Public housing leases are the contractual basis of the legal relationship between COC and the tenant. All units must be occupied pursuant to a dwelling lease agreement that complies with HUD regulations.

HUD regulations require COC to inspect each dwelling unit prior to move-in, at move-out, and annually during the period of occupancy. In addition, COC may conduct additional inspections in accordance with COC policy.

This chapter is divided into two parts as follows:

Part I: Leasing. This part describes pre-leasing activities and COC's policies pertaining to lease execution, lease modification, and payments under the lease.

Part II: Inspections. This part describes COC's policies for inspecting dwelling units.

#### PART I: LEASING

##### 8-I.A. OVERVIEW

An eligible family may occupy a public housing dwelling unit under the terms of a lease. The lease must meet all regulatory requirements, and must also comply with applicable state and local laws and codes.

The term of the lease must be for a period of 12 months. The lease must be renewed automatically for another 12-month term, except that COC may not renew the lease if the family has violated the community service requirement and if the family is determined to be over income for 24 consecutive months [24 CFR 966.4(a)(2)].

COCs must adopt smoke-free policies, which HUD required to be implemented no later than July 30, 2018. The policy is attached as Exhibit 8-1.

COCs must include in the ACOP residential minimum heating standards policies [Notice PIH 2018-19]. The policy is included in Part I of this chapter.

Part I of this chapter contains regulatory information on leasing, where applicable, as well as COC's leasing policies. For policies on lease requirements for families whose incomes have exceeded the over-income limit for 24 consecutive months, see 13-III.C., Over-Income Families.

## **8-I.B. LEASE ORIENTATION**

### COC Policy

After unit acceptance but prior to occupancy, a COC representative will conduct a lease orientation with the family. The head of household or spouse is required to attend.

### **Orientation Agenda**

#### COC Policy

When families attend the lease orientation, they will be provided with:

- A copy of the lease

- A copy of COC's grievance procedure

- A copy of the house rules

- A copy of COC's schedule of maintenance charges

- A copy of "Is Fraud Worth It?" (form HUD-1141-OIG), which explains the types of actions a family must avoid and the penalties for program abuse

- A copy of "What You Should Know about EIV," a guide to the Enterprise Income Verification (EIV) system published by HUD as an attachment to Notice PIH 2017-12

- A copy of the form HUD-5380, VAWA Notice of Occupancy Rights

- A copy of form HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking

- A copy of COC's smoke free policy

- A notice that includes the procedures for requesting relief and COC's criteria for granting requests for relief for excess utility surcharges

- COC Resident Handbook

- Resident Service Coordinator Contact Brochure

Topics to be discussed and explained to all families include:

- Applicable deposits and all other charges

- Review and explanation of lease provisions

- Unit maintenance requests and work orders

- COC's interim reporting requirements

- Review and explanation of occupancy forms

- Community service requirements

- Family choice of rent

- VAWA protections

Smoke-free policies

Parking Policy (applicable developments)

### **8-I.C. EXECUTION OF LEASE**

The lease must be executed by the tenant and COC, except for automatic renewals of a lease [24 CFR 966.4(a)(3)].

A lease is executed at the time of admission for all new residents. A new lease is also executed at the time of transfer from one COC unit to another.

The lease must state the composition of the household as approved by COC (family members and any COC-approved live-in aide) [24 CFR 966.4(a)(1)(v)]. See Section 8-I.D. for policies regarding changes in family composition during the lease term.

#### COC Policy

The head of household, spouse or cohead, and all other adult members of the household will be required to sign the public housing lease prior to admission. An appointment will be scheduled for the parties to execute the lease. The head of household will be provided a copy of the executed lease and COC will retain a copy in the resident's file.

Files for households that include a live-in aide will contain file documentation signed by the live-in aide stating that the live-in aide is not a party to the lease and is not entitled to COC assistance. The live-in aide is only approved to live in the unit while serving as the care attendant for the family member who requires the care.

### **8-I.D. MODIFICATIONS TO THE LEASE**

The lease may be modified at any time by written agreement of the tenant and COC [24 CFR 966.4(a)(3)].

#### **Modifications to the Lease Form**

COC may modify its lease from time to time. However, COC must give residents at least thirty (30) days advance notice of the proposed changes and an opportunity to comment on the changes. COC must also consider any comments before formally adopting a new lease [24 CFR 966.3].

After proposed changes have been incorporated into the lease and approved by the Board, each family must be notified at least 60 days in advance of the effective date of the new lease or lease revision. A resident's refusal to accept permissible and reasonable lease modifications that are made in accordance with HUD requirements, or are required by HUD, is grounds for termination of tenancy [24 CFR 966.4(l)(2)(iii)(E)].

#### COC Policy

The family will have 30 days to accept the revised lease. If the family does not accept the offer of the revised lease within that 30 day timeframe, the family's tenancy will be terminated for other good cause in accordance with the policies in Chapter 13.

Schedules of special charges and rules and regulations are subject to modification or revision. Because these schedules are incorporated into the lease by reference, residents and resident organizations must be provided at least thirty days written notice of the reason(s) for any

proposed modifications or revisions, and must be given an opportunity to present written comments. The notice must be delivered directly or mailed to each tenant; or posted in at least three conspicuous places within each structure or building in which the affected dwelling units are located, as well as in a conspicuous place at the project office, if any, or if none, a similar central business location within the project. Comments must be taken into consideration before any proposed modifications or revisions become effective [24 CFR 966.5].

After the proposed revisions become effective they must be publicly posted in a conspicuous manner in the project office and must be furnished to applicants and tenants on request [24 CFR 966.5].

#### COC Policy

When COC proposes to modify or revise schedules of charges or rules and regulations, COC will post a copy of the notice in the central office, in each property management office, and in at least 3 conspicuous places in each structure that contains dwelling units.

### **Other Modifications**

#### COC Policy

The lease will be amended to reflect all changes in family composition.

If, for any reason, any member of the household ceases to reside in the unit, the lease will be amended by drawing a line through the person's name. The head of household and COC will be required to initial and date the change.

If a new household member is approved by COC to reside in the unit, the person's name and birth date will be added to the lease. The head of household and COC will be required to initial and date the change. If the new member of the household is an adult, s/he will also be required to sign and date the lease.

Policies governing when and how changes in family composition must be reported are contained in Chapter 9, Reexaminations.

### **8-I.E. SECURITY DEPOSITS [24 CFR 966.4(b)(5)]**

At the option of COC, the lease may require security deposits. The amount of the security deposit cannot exceed one month's rent or a reasonable fixed amount as determined by COC. COC may allow for gradual accumulation of the security deposit by the family, or the family may be required to pay the security deposit in full prior to occupancy. Subject to applicable laws, interest earned on security deposits may be refunded to the tenant after vacating the unit, or used for tenant services or activities.

#### COC Policy

Residents must pay a security deposit to COC at the time of admission. The amount of the security deposit will be equal to the family's total tenant payment at the time of move-in, and must be paid in full prior to occupancy.

COC may use its discretion in LIHTC/mixed finance developments to adjust the security deposit to a reasonable fixed amount. The security deposit must be paid in full prior to occupancy.

COC will hold the security deposit for the period the family occupies the unit. COC will not use the security deposit for rent or other charges while the resident is living in the unit.

COC will provide the resident with a written list of any charges against the security deposit within 10 business days of the move-out inspection. If the resident disagrees with the amount charged, COC will provide a meeting to discuss the charges.

Within 30 days of move-out, COC will refund to the resident the amount of the security deposit (including interest earned on the security deposit), less any amount needed to pay the cost of unpaid rent, damages listed on the move-out inspection report that exceed normal wear and tear, and other charges due under the lease.

If the resident transfers to another unit, COC will transfer the security deposit to the new unit. The tenant will be billed for any maintenance or other charges due for the “old” unit.

## **8-I.F. PAYMENTS UNDER THE LEASE**

### **Rent Payments [24 CFR 966.4(b)(1)]**

Families must pay the amount of the monthly tenant rent determined by COC in accordance with HUD regulations and other requirements. The amount of the tenant rent is subject to change in accordance with HUD requirements.

The lease must specify the initial amount of the tenant rent at the beginning of the initial lease term, and COC must give written notice stating any change in the amount of tenant rent and when the change is effective.

#### COC Policy

The tenant rent is due and payable by mail or online on the first of every month. If the first falls on a weekend or holiday, the rent is due and payable on the first business day thereafter.

If a family’s tenant rent changes, COC will notify the family of the new amount and the effective date by sending a "Notice of Rent Adjustment" which will become an attachment to the lease.

### **Late Fees and Nonpayment**

At the option of COC, the lease may provide for payment of penalties when the family is late in paying tenant rent [24 CFR 966.4(b)(3)].

The lease must provide that late payment fees are not due and collectible until two weeks after COC gives written notice of the charges. The written notice is considered an adverse action, and must meet the requirements governing a notice of adverse action [24 CFR 966.4(b)(4)].

The notice of proposed adverse action must identify the specific grounds for the action and inform the family of their right for a hearing under COC grievance procedures. COC must not take the proposed action until the time for the tenant to request a grievance hearing has expired, or (if a hearing was requested within the required timeframe,) the grievance process has been completed [24 CFR 966.4(e)(8)].

### COC Policy

If the family fails to pay their rent by the fifth day of the month, and COC has not agreed to accept payment at a later date, a 14 day Notice to Vacate will be issued to the resident for failure to pay rent, demanding payment in full or the surrender of the premises.

In addition, if the resident fails to make payment by the end of office hours on the tenth day of the month, a late fee of \$40.00 will be charged (All developments except Rippowam Manor and Glenbrook Manor)

If the resident fails to make payment by the end of office hours on the tenth day of the month, a late fee of \$10.00 will be charged (Rippowam Manor and Glenbrook Manor only).

Notices of late fees will be in accordance with requirements regarding notices of adverse action. Charges are due and payable 14 calendar days after billing. If the family requests a grievance hearing within the required timeframe, COC may not take action for nonpayment of the fee until the conclusion of the grievance process. If the resident can document financial hardship, the late fee may be waived on a case-by-case basis.

When a check, online payment, or ACH is returned for insufficient funds or is written on a closed account, the rent will be considered unpaid and a returned payment fee of \$50.00 will be charged to the family. The fee will be due and payable 14 days after billing.

### **Excess Utility Charges**

If COC charges the tenant for consumption of excess utilities, the lease must state the basis for the determination of such charges. The imposition of charges for consumption of excess utilities is permissible only if the charges are determined by an individual check meter servicing the leased unit or result from the use of major tenant-supplied appliances [24 CFR 966.4(b)(2)].

Schedules of special charges for utilities that are required to be incorporated in the lease by reference must be publicly posted in a conspicuous manner in the development office and must be furnished to applicants and tenants on request [24 CFR 966.5].

The lease must provide that charges for excess utility consumption are not due and collectible until two weeks after COC gives written notice of the charges. The written notice is considered an adverse action, and must meet the requirements governing a notice of adverse action [24 CFR 966.4(b)(4)].

The notice of proposed adverse action must identify the specific grounds for the action and inform the family of their right to a hearing under COC grievance procedures. COC must not take the proposed action until the time for the tenant to request a grievance hearing has expired, or (if a hearing was requested within the required timeframe,) the grievance process has been completed [24 CFR 966.4(e)(8)].

### COC Policy

When applicable, families will be charged for excess utility usage according to COC's current posted schedule. Notices of excess utility charges will be mailed monthly and will be in accordance with requirements regarding notices of adverse actions.

Charges are due and payable 14 calendar days after billing. If the family requests a grievance hearing within the required timeframe, COC may not take action for nonpayment of the charges until the conclusion of the grievance process.

Nonpayment of excess utility charges is a violation of the lease and is grounds for eviction.

COC may grant requests for relief from surcharges from excess utility consumption of COC-furnished utilities as a reasonable accommodation where COC deems an exception is appropriate to meet the needs of elderly, ill, or disabled residents. In determining whether to grant this request, COC will consider special factors affecting utility usage that are not within the control of the resident, such as the need for medical equipment. Residents may request relief in accordance with Section 2-II.C. of this ACOP. COC will process such requests in accordance with Section 2-II.E. of this ACOP.

Notice of the availability of procedures for requesting relief (including COC representative with whom initial contact may be made by the resident) and COC's criteria for granting requests, will be included in each notice to residents of changes in utility allowances or surcharges as well as to new residents as part of the lease orientation.

### **Maintenance and Damage Charges**

If COC charges the tenant for maintenance and repair beyond normal wear and tear, the lease must state the basis for the determination of such charges [24 CFR 966.4(b)(2)].

Schedules of special charges for services and repairs which are required to be incorporated in the lease by reference must be publicly posted in a conspicuous manner in the development office and must be furnished to applicants and tenants on request [24 CFR 966.5].

The lease must provide that charges for maintenance and repair beyond normal wear and tear are not due and collectible until two weeks after COC gives written notice of the charges. The written notice is considered an adverse action, and must meet the requirements governing a notice of adverse action [24 CFR 966.4(b)(4)].

The notice of proposed adverse action must identify the specific grounds for the action and inform the family of their right for a hearing under COC grievance procedures. COC must not take the proposed action until the time for the tenant to request a grievance hearing has expired, or (if a hearing was requested within the required timeframe,) the grievance process has been completed [24 CFR 966.4(e)(8)].

#### COC Policy

When applicable, families will be charged for maintenance and/or damages according to COC's current schedule. Work that is not covered in the schedule will be charged based on the actual cost of labor and materials to make needed repairs (including overtime, if applicable).

Notices of maintenance and damage charges will be mailed monthly and will be in accordance with requirements regarding notices of adverse actions. Charges are due and payable 14 calendar days after billing. If the family requests a grievance hearing within

the required timeframe, COC may not take action for nonpayment of the charges until the conclusion of the grievance process.

Nonpayment of maintenance and damage charges is a violation of the lease and is grounds for eviction.

### **8-I.G. MINIMUM HEATING STANDARDS [Notice PIH 2018-19]**

COCs in states, territories, or localities with existing minimum heating standards must use their respective local standards for public housing dwelling units. For COCs where state or local minimum heating standards do not exist, COCs must use the HUD-prescribed heating standards specified in Notice PIH 2018-19.

#### COC Policy

COC is located in an area where state or local residential heating standards exist and will utilize those standards for public housing units. Therefore, COC's minimum heating standards are as follows:

##### Minimum temperature:

If COC controls the temperature, the minimum temperature in each unit must be at least [65 degrees Fahrenheit]. If the resident controls the temperature, the heating equipment must have the capability of heating to at least [65 degrees Fahrenheit].

##### Measurement:

Temperature measurements must be taken according to the following methodology: Maintenance staff will document room temperature with a digital thermometer.



## **PART II: INSPECTIONS**

### **8-II.A. OVERVIEW**

HUD regulations require COC to inspect each dwelling unit prior to move-in, at move-out, and annually during occupancy. In addition, COC may require additional inspections, in accordance with COC Policy. This part contains COC's policies governing inspections, notification of unit entry, and inspection results.

### **8-II.B. TYPES OF INSPECTIONS**

#### **Move-In Inspections [24 CFR 966.4(i)]**

The lease must require COC and the family to inspect the dwelling unit prior to occupancy in order to determine the condition of the unit and equipment in the unit. A copy of the initial inspection, signed by COC and the tenant, must be provided to the tenant and retained in the resident file.

##### COC Policy

Head of household must attend the initial inspection and sign the inspection form.

#### **Move-Out Inspections [24 CFR 966.4(i)]**

COC must inspect the unit at the time the resident vacates the unit and must allow the resident to participate in the inspection if he or she wishes, unless the tenant vacates without notice to COC. COC must provide to the tenant a statement of any charges to be made for maintenance and damage beyond normal wear and tear.

The difference between the condition of the unit at move-in and move-out establishes the basis for any charges against the security deposit so long as the work needed exceeds that for normal wear and tear.

##### COC Policy

When applicable, COC will provide the tenant with a statement of charges to be made for maintenance and damage beyond normal wear and tear, within 15 business days of conducting the move-out inspection.

#### **Annual Inspections [24 CFR 5.705]**

Section 6(f)(3) of the United States Housing Act of 1937 requires that COCs inspect each public housing project annually to ensure that the project's units are maintained in decent, safe, and sanitary condition. COC shall continue using the Uniform Physical Condition Standards (UPCS) in 24 CFR 5, Subpart G, Physical Condition Standards and Inspection Requirements, to conduct annual project inspections. These standards address the inspection of the site area, building systems and components, and dwelling units.

##### COC Policy

COC will inspect all occupied units annually using HUD's Uniform Physical Condition Standards (UPCS).

## **Quality Control Inspections**

The purpose of quality control inspections is to assure that all defects were identified in the original inspection, and that repairs were completed at an acceptable level of craftsmanship and within an acceptable time frame

### COC Policy

Supervisory quality control inspections will be conducted in accordance with COC's maintenance plan.

## **Special Inspections**

### COC Policy

COC staff may conduct a special inspection for any of the following reasons:

Housekeeping

Unit condition

Suspected lease violation

Preventive maintenance

Routine maintenance

There is reasonable cause to believe an emergency exists

## **Other Inspections**

### COC Policy

Building exteriors, grounds, common areas and systems will be inspected according to COC's maintenance plan.

## **8-II.C. NOTICE AND SCHEDULING OF INSPECTIONS**

### **Notice of Entry**

#### *Non-emergency Entries [24 CFR 966.4(j)(1)]*

COC may enter the unit, with reasonable advance notification to perform routine inspections and maintenance, make improvements and repairs, or to show the unit for re-leasing. A written statement specifying the purpose of COC entry delivered to the dwelling unit at least two days before such entry is considered reasonable advance notification.

### COC Policy

COC will notify the resident in writing at least 48 hours prior to any non-emergency inspection.

For regular annual inspections, the family will receive at least 1 week written notice of the inspection to allow the family to prepare the unit for the inspection.

Entry for repairs requested by the family will not require prior notice. Resident-requested repairs presume permission for COC to enter the unit.

### ***Emergency Entries [24 CFR 966.4(j)(2)]***

COC may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe that an emergency exists. If no adult household member is present at the time of an emergency entry, COC must leave a written statement showing the date, time and purpose of the entry prior to leaving the dwelling unit.

### **Scheduling of Inspections**

#### COC Policy

Inspections will be conducted during business hours. If a family needs to reschedule an inspection (except for inspections conducted by government entities, compliance monitors, or investors), they must notify COC at least 24 hours prior to the scheduled inspection. COC will reschedule the inspection no more than once unless the resident has a verifiable good cause to delay the inspection. COC may request verification of such cause.

The refusal of unit inspections is a violation of the lease and grounds for eviction.

### **Attendance at Inspections**

Residents are required to be present for move-in inspections [24 CFR 966.4(i)]. There is no such requirement for other types of inspections.

#### COC Policy

Except at move-in inspections, the resident is not required to be present for the inspection. The resident may attend the inspection if he or she wishes.

If no one is at home, the inspector will enter the unit, conduct the inspection.

## **8-II.D. INSPECTION RESULTS**

COC is obligated to maintain dwelling units and the project in decent, safe and sanitary condition and to make necessary repairs to dwelling units [24 CFR 966.4(e)].

### **Emergency Repairs [24 CFR 966.4(h)]**

If the unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants, the tenant must immediately notify COC of the damage, and COC must make repairs within a reasonable time frame.

If the damage was caused by a household member or guest, COC must charge the family for the reasonable cost of repairs. COC may also take lease enforcement action against the family.

If COC cannot make repairs quickly, COC must offer the family standard alternative accommodations. If COC can neither repair the defect within a reasonable time frame nor offer alternative housing, rent shall be abated in proportion to the seriousness of the damage and loss in value as a dwelling. Rent shall not be abated if the damage was caused by a household member or guest, or if the resident rejects the alternative accommodations.

#### COC Policy

When conditions in the unit are hazardous to life, health, or safety, COC will make repairs or otherwise abate the situation within 24 hours.

Defects hazardous to life, health or safety include, but are not limited to, the following:

- Any condition that jeopardizes the security of the unit
- Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling
- Natural or LP gas or fuel oil leaks
- Any electrical problem or condition that could result in shock or fire
- Absence of a working heating system when outside temperature is below 60 degrees Fahrenheit
- Utilities not in service, including no running hot water
- Conditions that present the imminent possibility of injury
- Obstacles that prevent safe entrance or exit from the unit
- Absence of a functioning toilet in the unit
- Inoperable smoke detectors

### **Non-emergency Repairs**

#### COC Policy

COC will correct non-life threatening health and safety defects within 30 business days of the inspection date. If COC is unable to make repairs within that period due to circumstances beyond COC's control (e.g. required parts or services are not available, weather conditions, etc.) COC will notify the family of an estimated date of completion.

The family must allow COC access to the unit to make repairs.

### **Resident-Caused Damages**

#### COC Policy

Damages to the unit beyond wear and tear will be billed to the tenant in accordance with the policies in 8-I.F., Maintenance and Damage Charges.

Repeated or excessive damages to the unit beyond normal wear and tear will be considered a serious or repeated violation of the lease.

### ***Housekeeping***

#### COC Policy

Residents whose housekeeping habits pose a non-emergency health or safety risk, encourage insect or rodent infestation, or cause damage to the unit are in violation of the lease. In these instances, COC will provide proper notice of a lease violation.

A reinspection will be conducted within 30 days to confirm that the resident has complied with the requirement to abate the problem. Failure to abate the problem or allow for a

reinspection is considered a violation of the lease and may result in termination of tenancy in accordance with Chapter 13.

Notices of lease violation will also be issued to residents who purposely disengage the unit's smoke detector. Only one warning will be given. A second incidence will result in lease termination.

## EXHIBIT 8-1: SMOKE-FREE POLICY

In accordance with HUD regulations, the Housing Authority has adopted these smoke-free policies. The policies are effective as of Board approval date.

Due to the increased risk of fire, increased maintenance costs, and the known health effects of secondhand smoke, smoking is prohibited in all living units and interior areas, including but not limited to hallways, rental and administrative offices, community centers, day care centers, laundry centers, and similar structures. Smoking is also prohibited in outdoor areas within 25 feet from public housing and administrative office buildings.

This policy applies to all employees, residents, household members, guests, and service persons. Residents are responsible for ensuring that household members and guests comply with this rule.

The term “smoking” means any inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, or other prohibited tobacco product in any manner or any form. Prohibited tobacco products include water pipes or hookahs.

Violation of the smoke-free policy constitutes a violation of the terms of the public housing lease. Consequences of lease violations include termination of tenancy.

### **COC POLICIES**

#### **Designated Smoking Areas (DSA)**

##### COC Policy:

COC has not designated any smoking areas on COC’s property. Residents may not discard smoking products on the property.

#### **Electronic Nicotine Delivery Systems (ENDS)**

Electronic nicotine delivery systems (ENDS) include e-cigarettes, nicotine inhalers, and vaping devices.

##### COC Policy

Use of ENDS is not permitted in units, common areas, or in outdoor areas within 25 feet from housing and administrative buildings.

#### **Effective Date**

COC’s effective date(s) of this smoke-free policy is/are as follows:

##### COC Policy:

The smoke-free policy will be effective for all residents, household members, employees, guests, and service persons as of July 30, 2018. Residents must execute a smoke-free lease addendum as part of the annual lease renewal process or recertification. Regardless of the lease renewal date, all residents must be in compliance with the smoke-free policy as of July 30, 2018.

#### **Enforcement**

COC must enforce smoke-free policies when a resident violates this policy. When enforcing the lease, COC will provide due process and allow residents to exercise their right to an informal

settlement and formal hearing. COC will not evict a resident for a single incident of smoking in violation of this policy. As such, COC will implement a graduated enforcement framework that includes escalating warnings. Prior to pursuing eviction for violation of smoke-free policies, COC will take specific, progressive monitoring and enforcement actions, while at the same time educating tenants and providing smoking cessation information. The lease will identify the actions that constitute a policy violation, quantify the number of documented, verified violations that warrant enforcement action; state any disciplinary actions that will be taken for persistent non-responsiveness or repeated noncompliance, and state how many instances of noncompliance will constitute a violation. Tenancy termination and eviction will be pursued only as a last resort. COC may terminate tenancy at any time for violations of the lease and failure to otherwise fulfill household obligations if resident behavior disturbs other residents' peaceful enjoyment and is not conducive to maintaining the property in a decent, safe, and sanitary condition.

### COC Policy

If a smoking violation is validated by COC, a written warning will be sent to the resident. Validated violations include, but are not limited to observation of smoking by a COC staff member or contracted vendor, photograph, and/or video surveillance. The warning letter will include the smoke-free policy lease language and notice of the infraction. The same notice is sent for first and second observed violations. COC will provide information on resources on smoking cessations including the contact information for the American Lung Association of the Northeast.

If COC receives any written complaint that is not validated, an appointment will be scheduled to discuss the complaint so the tenant has an opportunity to contest it. If the resident is unable to satisfactorily contest the complaint, the occurrence will be documented as a documented complaint. If more than two written complaints are received the third written complaint will be considered a documented complaint.

Upon issuance of a written warning from the property manager and/or a documented complaint COC will increase the unit inspections for a suspected policy violator. The frequency of inspections may include weekly inspections with a 24 hour notice.

If COC receives more than three validated infractions, eviction proceedings may begin.

### **Reasonable Accommodation**

While addiction to nicotine or smoking is not a disability, COC will provide reasonable accommodation to persons with disabilities who smoke that are in compliance with the requirements of this smoke-free policy.