



Baranof Island Housing Authority

**MONASTERY SENIOR HOUSING PROGRAM
ADMISSION AND OCCUPANCY POLICY**



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I. STATEMENT OF BARANOF ISLAND HOUSING AUTHORITY:

This program is designed to provide housing opportunities for elderly persons/ families. This policy is available at the senior housing manager's office and at the BIHA office. This policy is designed to:

- a. Preclude admission of applicants whose habits and practices reasonably may be expected to have a detrimental effect on the participants or the project environment; and
- b. Ensure both parties to the lease agreement are fully aware of their responsibilities under the lease agreement.

In addition, in accordance with Section 504 of the Rehabilitation act of 1973, as amended (29 U.S.C. § 794), no otherwise qualified disabled individual shall solely by reason of his or her disability, be excluded from participation in, be denied the benefits of, or be subject to discrimination under this program.

II. DEFINITIONS:

Applicant: a person who has submitted a complete program application packet to the BIHA.

BIHA: Baranof Island Housing Authority.

Citizen: a citizen or national of the United States.

Disabled person: a person who is under a disability as defined in section 223 of the Social Security Act (42 U.S.C. § 423) or who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. § 6001 (7)). Any person who has a physical or mental impairment that substantially limits one or more major life activities; has a record of such impairment; or is regarded as having such an impairment.

Disability Assistance Expenses: reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled individual) to be employed, provided the expenses are neither paid to a member of the family nor reimbursed by an outside source.

Elderly Family: a family whose head or spouse (or sole member) is an elderly disabled or handicapped person, as defined in this section. It may include two elderly disabled or handicapped persons living together, or one of these persons living with one live-in aide, as defined in this section.

Elderly Person: a person who is at least 62 years of Age.

Family: persons related by blood, marriage or adoption, or who have evidenced a stable family relationship by living regularly together in the same dwelling unit for at least one (1) year; in addition to:

- a. an elderly family or single person as defined in this section;
- b. the remaining member of a tenant family; and
- c. a displaced person.

Head of Household: the adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

Household: persons including the Tenant who are listed as authorized residents of a unit.

House Rules: rules provided to tenants prior to move in that outline tenant responsibilities and prohibitions regarding behavior, use of the premises, common areas, guests, etc.

Live-in Aide: a person who resides with an elderly, disabled, or handicapped person or persons and who:

- a. is determined by BIHA to be essential to the care and well-being of the person(s),
- b. is not obligated for support of the person(s);
- c. would not be living in the unit except to provide necessary supportive services.

Near-Elderly Person: a person who is at least 55 years of age.

Notice to Quit: prior notice by landlord of intent to commence eviction and ejection proceedings.

Notice of termination: any written notice of the landlord's intent to evict the tenant ("terminate the tenancy"). The notice must provide the landlord's reasons for evicting the Tenant, and give the Tenant time to correct the problem (or move out) in order to avoid eviction.

Notice to Vacate: prior notice by renter of intent to permanently leave the program.

Program: the Baranof Island Housing Authority's Monastery Senior Housing program.

Quiet hours: the hours of 10 p.m. - 8 a.m. No noisy activities, repairs, or moving in to or out of apartments shall take place during these hours.

Resident: program leaseholders, and approved members of a leaseholder's household.

Single Person: a person who lives alone or intends to live alone, and who does not qualify as:

- a. an elderly family;
- b. a displaced person; or
- c. the remaining member of a tenant family.

Tenant: a leaseholder in the program.

III. PURPOSE OF PROJECT:

To address the unmet housing need for elderly persons residing in the City and Borough of Sitka.

BIHA will accept completed applications from persons who are interested in any of the housing programs we offer. Each application is processed and ranked according to time and date of submission. If deemed eligible, the applicant is placed on the program waiting list. These program waiting lists are utilized during the selection process by BIHA when properties become available for lease or purchase.

IV. ELIGIBILITY / ADMISSION / OCCUPANCY AND TERMINATION STANDARDS OF POLICY

APPLICATIONS:

- A. General. BIHA shall obtain a written Preliminary Application for Program Participation from each family wishing to participate in the program. A person or family participating in another BIHA program may file an application, and neither the applicant's current occupancy status nor the application shall affect status of the other. The application pool is open to everyone.
 1. Unless the waiting list is closed, BIHA will accept an application from a person or family that wishes to apply, even if an informal discussion indicates that the applicant may not be eligible.
 2. The application must be signed and dated by the applicant, and date-stamped and initialed by BIHA upon receipt.
 3. All applications must be processed to the extent necessary to determine whether or not the applicant is eligible.

4. Prior to taking applications and during periods when application taking is suspended, BIHA may maintain a list of names, addresses, and telephone numbers of persons/families interested in admission. BIHA should make it clear that this does not constitute an application and does not determine the date and time for purposes of positioning on the waiting list.

B. Form of Application. BIHA may develop its own application form or other method of organizing information.

1. The application may be filled out by the applicant or by an interviewer. BIHA will collect the names of each person who would be living in the unit, their sex, date of birth, and relationship to the applicant, and the following information:
 - a. Current address and phone number of applicant.
 - b. Copies of Social Security Cards showing legible Social Security numbers for each member of the household.
 - c. A listing of previous landlords, other creditors, and anyone else needed to assist BIHA in determining the applicant's prior credit history and suitability for admission.
 - d. Signed release forms to authorize credit and background checks
2. Certification of Applications. The application must provide for the applicant's certification of family composition, and any other pertinent information and evidence required by BIHA. By signing the application, the applicant is stating that all information contained in the application is true.

C. The Application Process.

1. In taking the application, BIHA shall request copies of all necessary documentation (e.g., birth certificates, social security cards, government-issued photographic identification, tax returns, bank statement, pay stubs), to verify the information the applicant has provided.
2. In addition to obtaining information from the applicant, BIHA shall describe the housing program and its requirements, and provide specific information including the number and type of available units.
3. BIHA shall inform applicants about other housing assistance programs available in the general area and, if a family is interested, advise them of where to apply.

- a. BIHA will, where possible, provide assistance for sight-impaired, hearing-impaired and disabled persons that will facilitate the application process.
- b. BIHA may take applications at more than one location as long as the processing occurs at one place. BIHA may make special arrangements to pick up the applications of persons who are unable to come to the BIHA offices, such as disabled persons.
- c. If BIHA maintains a list of names, addresses and telephone numbers of interested persons during periods when application taking is suspended it shall:
 - 1) include every interested person; and
 - 2) advise all persons on the list that they may apply once application taking is resumed.
- d. BIHA shall neither discourage families from applying, nor reject applicants based on their "apparent" ineligibility. All completed application packets will be processed alike.

V. VERIFICATIONS:

- A. General. All statements made by the family in the application that may affect the determination of eligibility, selection, or placement are subject to verification. As a condition of admission to (or continued occupancy of) any unit, BIHA shall require execution of a release of information and consent form which must be signed by the family head and any other adult family member with information to be verified. Information is processed at the time of receipt of application to determine eligibility.
- B. Information to be Verified. BIHA shall verify applicant information in at least the following areas:
 1. Family Size and Composition. BIHA shall rely upon the applicant's statement of family composition as provided on the application form.
 2. Age of Family Members. It may be necessary to verify age when it is a factor in determining eligibility selection or required payment.
 3. Social Security Numbers.
 4. Any false information provided by the applicant that materially affects eligibility will be grounds for denial of the application, or termination from the program.

5. Failure of the applicant to sign the application or other forms required of or by BIHA constitutes grounds for denial of the application.

C. Verification Forms. All verification forms utilized for third party verification should permit accurate and complete information. Information which provides the basis for denial or approval of eligibility based upon non-economic reasons must be adequately documented. Verification forms needed are:

- a. verification of disability status. Verification may be a medical certificate or physician's certification of medical condition. Verification by a clinic, welfare agency, social security administration, rehabilitation agency, and other similar sources may also be accepted.
- b. verification of past payment history and ability to maintain housing may be in the form of credit checks or statements of reference from previous landlords or mortgage companies.

VI. ELIGIBILITY DETERMINATION:

The following eligibility requirements must be met by persons selected for the program:

1. Applicant family must qualify as an elderly or near-elderly family, or single person, as defined in this policy. In the case of a vacancy that exceeds 30 days, an applicant family that does not qualify as elderly or near-elderly may be selected for occupancy. **At least 80% of the occupied units at the Monastery Senior Housing Project must be occupied by at least one person who qualifies as elderly or near-elderly.**
2. Family means two or more persons related by blood, marriage, or adoption, or who have evidenced a stable family relationship by living regularly together in the same dwelling for at least one (1) year; in addition to:
 - a. an elderly family or single person as defined in this section;
 - b. the surviving member of a tenant family.
3. Applicant must have a satisfactory credit and maintenance history. Determination of a satisfactory credit and maintenance history shall be verified by:
 - a. Credit history- verification of an applicant's credit history shall be determined by either one or all of these sources: Landlord references detailing the applicant's rental payment history; or, all credit references provided by the applicant;

b. Maintenance history. Verifications of an applicant's ability to maintain the unit/apartment in a safe, sanitary, and decent condition throughout the tenancy will be documented by a landlord reference. Applicant must have no history of damaging property or dwelling and previous living units have been kept in a neat and tidy manner.

If negative references on the credit or maintenance history are received, BIHA will notify the applicant in writing of the negative items found. The applicant will be afforded an opportunity to respond in writing on any negative information derived from any source. The response will be taken into consideration in determining the applicant's eligibility. BIHA may determine an applicant to be ineligible based on the applicant's written response. BIHA will take into consideration the time, nature and extent of the past occurrences and the reasonable probability of future favorable performance by the applicant.

4. BIHA will evaluate each applicant to determine whether the applicant would be reasonably expected to have a detrimental effect on other tenants or on the project environment. This will be determined by third party verification which includes, but is not limited to, a criminal background check, landlord references, and personal references. BIHA shall deny admission to any applicant whose habits and practices may be expected to have a detrimental effect on the project as a whole.
5. BIHA strongly supports a clean, safe, and healthy living environment and will take action to eject any resident who disrupts and/or lessens the quality of life of their neighbors. A conviction for any drug related offense, sex offense, or other criminal act that threatens to impair the physical or social environment of the project constitutes grounds for denial of admission or immediate termination and ejection.
6. However, there are some mitigating circumstances which BIHA will consider in evaluating applicants who have:
 - a. shown evidence of rehabilitation indicated by a report from a parole officer or social worker; or
 - b. demonstration that the family is aware of the problem and has taken steps to improve the situation, such as counseling or participation in a alcohol or drug treatment program.
7. BIHA must consider only information that is reasonably related to the individual's attributes, not what might be attributed to a particular group or class.

- a. Federal law prohibits discrimination based on race, color, creed, religion, national origin, sex, age or disability.
 - b. BIHA may not exclude applicants solely because they are on welfare, or are students.
 - c. In accordance with 24 C.F.R. 950.310, Housing Notices H 95-55 and H 95-68, BIHA shall comply with all restrictions and documentation regarding assistance to non-citizens.
8. BIHA may not charge the applicant for the costs involved in the application.
9. Applicants should be evaluated as soon after submission of an application as possible.
10. To be eligible, applicants must provide a copy of a state-issued photographic identification and Social Security cards for all household members.
11. Participants in programs of other Housing Authorities may apply for BIHA programs, and be placed on the waiting list.
12. Ineligibility. Applicants who have applied for housing, and who, for any reason, have been determined ineligible will be notified by BIHA in writing. The notification shall state the reasons for their ineligibility
13. Appeal. In the event of a determination of ineligibility, the applicant is entitled to prepare a written response and submit it to the Executive Director.
14. Documentation. All information relative to the rejection of an applicant shall be documented and placed in a file for future reference.

VII. WAITING LIST:

- A. General. Applicants who wish to be considered for the Monastery Senior Housing program shall apply specifically for such housing. An applicant on any other BIHA waiting list, or a tenant in our Low Rent program, shall also submit an application in order to be considered for the program.

BIHA shall maintain a separate waiting list of eligible applicants for each program. Eligibility will be determined in accordance with the admissions requirements. BIHA will rank the applicants on the waiting list by date of application.

BIHA will take into consideration the need for an accessible (disabled) unit, but will not make a determination based solely on the application or visual contact. Third party verification of the disability will be required.

- B. Managing Waiting Lists. The application waiting lists shall be updated annually. Each applicant shall be mailed a letter requesting the applicant to update the application with any changes to eligibility criteria, including income, criminal status, contact information and proposed household composition.. Each applicant is required to submit a completed application to reaffirm eligibility, interest, and need for housing. Each applicant may either mail in their updated application, or submit one in person. Failure to submit an updated application will result in the removal of applicant's name and status from the current waiting list.

If the number of applicants in the application pool reaches the point where it does not appear that units will be available to families within a two-year period, BIHA may discontinue accepting applications until such time that families can be expected to gain admission within two years. When the waiting list is reopened, BIHA shall give public notice with particular outreach to the income groups needed to attain or maintain the broad range of income levels.

VIII. SELECTION:

- A. Selections made for the one bedroom elderly housing units are made from a waiting list ranked in order by date of application. Disabled families will be given preference for the units designated for disabled persons.
- B. Selection from the waiting list of eligible applicants shall be made in the order in which the completed applications were received.
- C. BIHA will give prompt written notice of a family's preliminary selection and final selection, and will make every attempt to contact the family by telephone to confirm their acceptance in the program. If the family cannot be reached within 30 days of selection, an alternate will be selected from the waiting list.
- D. In the event that an eligible applicant does not accept an offer of a suitable unit, their application will be retained, but the receipt date for the application will be changed to the date on which the offer was rejected. A new offer may be made to the applicant only after other eligible applicants have been consulted regarding available units.

IX. ADMISSION INTO THE PROGRAM:

As a condition of occupancy, the selected tenant is required to submit the proper security and pet deposits, execute a Lease Agreement and sign the move-in inspection form before occupancy.

An applicant may not decline a unit except in the case of a unit's unsuitability for wheelchair access, or other medically significant concern. If the applicant declines, without cause, BIHA will mail a letter to the applicant to confirm that they have declined the unit, and that they have been placed at the bottom of the waiting list because they have declined the unit(s) without verified and documented cause.

X. USE OF THE HOUSING UNIT:

The tenant shall abide by all provisions of the Lease Agreement regarding the tenant responsibilities, occupancy, and use of the unit.

BIHA strongly supports clean, safe, and healthy living and social environments and will take action to evict those tenants who disrupt and lessen the quality of life of their neighbors. A conviction for a drug-related or criminal act that threatens and impairs the physical or social environment of the project, or the peaceful enjoyment by other tenants constitutes grounds for immediate termination and eviction.

XI. INSPECTIONS:

- A. Move-In Inspection. The move-in inspection shall be completed with the tenant present. Verification of unit condition shall be recorded and work orders prepared to correct any deficiencies. The original copy of the inspection report is given to the tenant and a copy is to be filed in the permanent record file established for the household.
- B. Maintenance/Housekeeping Inspections. Maintenance and/or housekeeping inspections shall be completed annually. Additional inspections may be required when there is reason to believe that a tenant is not maintaining the leased premises in a decent, safe and sanitary manner. When it is determined that a tenant is not maintaining the leased premises in a decent, safe and sanitary manner, the tenant family shall be notified that a re-inspection of the unit will be made to ensure the unit has been returned to an acceptable condition. Upon re-inspection, if corrective action has not been taken, BIHA may exercise its right to terminate the tenancy in accordance with lease provisions.
- C. BIHA may exercise its right to inspect the premises, with twenty-four (24) hour written notice to the tenant, if BIHA has reason to believe that the premises are being damaged, or are not being maintained properly. This notification shall state the date and time of the proposed inspection. After completing the inspection, BIHA may demand that corrective action be taken by the tenant to ensure the unit is being maintained in a decent, safe, and sanitary manner. BIHA may take such other further action as may be warranted under the circumstances.
- E. Move Out Inspection. An inspection shall be completed within 7 days of the tenant vacating the unit. The tenant must be present during the inspection. The move out inspection shall document the condition of the unit and shall be retained in the tenant file for future reference. Work orders shall be written for required maintenance to ready the unit for the occupancy and appropriate charges for tenant damage shall be recorded.

Any maintenance work, repair, and/or cleaning required shall be documented and charged by an invoice against the tenant's security and/or pet deposits in line with this policy.

XII. SPECIAL ISSUES

It is the intent of these policies to establish guidelines as a minimum standard. Failure to comply with any portion or clause of these policies shall be sufficient for BIHA to terminate the lease with the tenant and end the tenant's privileges to occupy a unit.

- A. Pets. Residents may apply to keep a cat, small dog, or small caged bird. Pets must be kept in compliance with all federal, state, tribal, and local codes and regulations. All animals shall be provided with appropriate shelter and properly cared for.

All animals shall be restricted to the tenant's apartment and under constraint at all times. Animals which disturb or disrupt the neighbors, or which are considered noisy by BIHA will not be allowed.

Animals shall not be allowed to damage the property in any manner. This includes, but is not limited to; chewing, clawing, digging, tearing, or otherwise physically damaging the dwelling, utilities, or grounds. Animals shall not be allowed to urinate or defecate on or within the unit except in containers designed for that purpose, i.e., cat boxes or bird cages. All other accidental or incidental urination or defecation on or within the unit shall be promptly cleaned up, and any damage reported to the manager, and repaired by the tenant. All animal waste shall be routinely cleaned up and properly disposed of. All exterior walkways, access areas, and stairs shall be kept clean at all times. Feces shall be collected and disposed of.

No animal may be kept on the premises which may harm, threaten, or present a danger to the residents, persons, or other animals. BIHA may, at its sole discretion, determine that any animal presents a threat, or may be harmful or deleterious to the unit, complex, BIHA, or the intent of BIHA's programs. On such a determination by BIHA, BIHA may require the tenant to immediately remove such an animal from the premises, or other actions which BIHA determines are lawful and appropriate.

If a tenant refuses to comply with instructions regarding an animal that BIHA or law enforcement has determined to have harmed, threatened, or presents an ongoing danger to program participants, BIHA shall provide the Tenant with a Notice To Quit that restates the instructions and/or law enforcement determination, acceptable remedies, and also provides prior notice of the landlord's intention to terminate the tenant's Lease Agreement and proceed with eviction.

- B. Stored, abandoned, or junk vehicles, and nuisance equipment. Residents shall keep the property clear of motors, equipment, appliances, trailers, RVs, boats, fishing gear, junk or abandoned vehicles and similar vehicles, equipment, or their parts or pieces. Any vehicle, piece of equipment, appliance or part thereof which has not been operated or regularly used for a 60-day period shall be considered a stored/junk vehicle. Any item so classified shall be removed from the site **at the owner's expense** unless a written permit is issued by BIHA for such items and the conditions of the permit are adhered to.

Tenants who wish to store, rebuild, or refurbish such a vehicle or piece of equipment shall request a work/storage permit from BIHA. BIHA shall determine if such action

can be reasonably allowed. BIHA shall consider available site space, storage, or working conditions, general appearance, and any adverse effects on surrounding property or families. BIHA may issue at its sole discretion, such permits with any conditions, constraints, or time limits by 30 days written notice to the tenant.

XIII. PROGRAM VIOLATIONS:

A. Tenants commit a program violation by:

1. Failing to pay rent or other charges;
2. Failing to submit BIHA requested documentation;
3. Failing to provide social security numbers for household members;
4. Vacating the unit in violation of the Lease Agreement.

B. If a tenant commits a program violation, BIHA shall notify the tenant in writing of the violation and provide the tenant with an opportunity to request an informal hearing. Termination from the program may result.

C. Failure to pay rent. Should a tenant fail to pay rent, BIHA shall first notify the tenant and attempt to enter into a repayment agreement. The repayment agreement is addressed in PART XXXVII.COLLECTIONS AND EVICTION of BIHA's Admissions &Occupancy Policy. This policy states that if the tenant refuses to enter into a repayment agreement or, if the violation is continuous, BIHA shall terminate the tenant's Lease Agreement and proceed with eviction.

D. BIHA strongly supports a clean, safe, and healthy living environment and will take action to evict those residents who disrupt and or lessen the quality of life of their neighbors. A conviction for a drug-related or criminal act that threatens and/or impairs the physical or social environment of the project, or the peaceful enjoyment by other tenants, constitutes immediate termination and eviction.

XIV. TERMINATIONS:

Termination of the Lease Agreement by Baranof Island Housing Authority shall be in accordance with provisions of the Lease Agreement. Any of the following violations of the terms and conditions of the Lease Agreement may result in termination of this agreement:

1. Failure to pay rent, when due;
2. Failure to provide social security numbers;

3. Failure to participate in annual inspections or periodic inspections deemed necessary by BIHA;
4. Breach of any of the tenant's obligations under the lease agreement;
5. Creating or permitting a disturbance which adversely affects the well-being of and peaceful enjoyment by other tenants in the building;
6. Conduct of the tenant, or those for whom the tenant is responsible, which constitutes a threat to the health, safety, or welfare of the tenant or others;
7. Any other failure to comply with the terms and conditions of the Lease Agreement
8. Any violation of PART XXXVII.COLLECTIONS AND EVICTION of the BIHA Admissions and Occupancy Policy.
9. Any violation of the Alaska Landlord/Tenant Law, title 34, Alaska Statutes.

The tenant may request a copy of the BIHA Grievance Policy, which affords the tenant a reasonable opportunity to appeal a termination decision.

Termination by the tenant shall be in written form, submitted as a "notice to vacate" to the rental office at least 30 days prior to the next rental payment due date.

Changing apartments: With the exception of circumstances in which an apartment becomes uninhabitable, requests for reassignment to another unit in the program will be processed as if it were a notice of intention to vacate. Inspection of the vacant apartment will be made, cost of damages will be deducted, and the security deposit on the prior apartment will be processed in the normal fashion.

XV. SCHEDULE OF REQUIRED MONTHLY PAYMENTS:

- A. Amount of Required Monthly Payment. Each tenant shall pay a minimum Required Monthly Payment as periodically established by BIHA.
- B. All payments shall be due by the first of the month and are considered late after the tenth of the month. After the tenth, a \$25 late fee will be assessed to the tenant's account.
- C. Unless the Tenant negotiates a repayment agreement with BIHA by the 20th day of the month, payment of current account must be made in full by close of business on the last day of the month.

- E. D. Split payments, where a Tenant is unable to pay the full amount in one transaction, may be negotiated with the authorization of the Housing Director. BIHA will accept the following methods of payment:
- Personal Checks
 - Cashier's Checks
 - Money Orders
 - Credit or Debit Card Payments, if available
 - Automatic Clearing House (ACH) Payments, if available
 - Other financial methods acceptable by BIHA.
- F. Payments can be submitted at the BIHA office during business hours, or deposited in the secure dropbox. Payments can also be deposited in the secure dropbox located at Building x, Hollywood Way, Sitka Alaska. Prompt payment of rent is a requirement of the lease agreement.
- G. If a personal check is returned to BIHA for non-sufficient funds, (NSF) the amount of the check will be assessed back to the tenants account inclusive of a \$25 NSF fee. After two personal checks that returned as NSF, BIHA may choose to no longer accept personal checks from that resident as a form of payment of rent.

XVI. UTILITIES and related items

- A. BIHA will furnish standard utilities for rental units.

The following utilities will be furnished:

1. Electricity
2. Heating Oil
3. Water, sewer, garbage

Telephone, internet, and cable television are not considered utilities, and shall be paid for by the tenant.

XVII. TENANT RESPONSIBILITY

- A. As stated in the Lease Agreement, each tenant is responsible for routine housekeeping and maintenance of the unit. BIHA shall not be obligated to pay for or to provide any maintenance or repairs of damage to the unit which is caused by the tenant's neglect or abuse. Any such damage or neglect is required to be repaired immediately at the expense of the tenant, either by a professional repair person of the tenant's choice, or

by BIHA maintenance staff. The tenant will pay for needed materials and the labor cost for the repair.

- B. All maintenance requests shall be promptly submitted to the BIHA office in writing or by calling the BIHA office during regular business hours and requesting a work order.
- C. BIHA is responsible for ensuring that the units are well maintained. Instances of serious abuse or misuse of a unit, or failure to provide basic routine cleaning and care will be chargeable to the tenant of work performed by BIHA, which may result in termination and eviction. The procedures listed below should be followed when BIHA determines that the tenant has failed to perform the required minimum care and cleaning of the unit:
 - a. perform an inspection to document the failure by the tenant to perform the required care and cleaning of the unit, and determine needed action by the tenant;
 - b. perform a follow-up inspection to ensure the issue has been dealt with in a satisfactory manner; and
 - c. inform tenant that periodic inspections will be performed at random times to ensure continued compliance.

Upon tenant's failure to comply with the above measures, BIHA will proceed with termination of the Lease Agreement and eviction.

BIHA strongly encourages all tenants to purchase renter's insurance. BIHA is not responsible for the loss of personal property because of damage, theft, flood, etc. in any apartment, storage unit, laundry room, vehicle, community areas, or any other part of the premises.

For safety and security, tenants are required to keep apartment doors and windows locked.

XVIII. COUNSELING:

BIHA will provide counseling to tenants for the purpose of the tenant's developing a full understanding of his/her responsibilities as a participant in the program, including the tenant's responsibility to develop a cooperative relationship with other residents. Each tenant shall be required to cooperate and participate in all official pre-occupancy and post-occupancy counseling activities. Failure without good cause to participate or cooperate in the program counseling constitutes a breach of the Lease Agreement.

- 1. Pre-Occupancy Counseling. The pre-occupancy counseling session takes place prior to execution of the Lease Agreement. This session provides the tenant with information regarding program requirements and procedures. The Lease Agreement and this policy are reviewed to ensure the participant

understands his/her responsibilities, and give the participant the opportunity to ask any questions they may have.

2. Post-Occupancy Counseling. Post occupancy counseling includes one-on-one or group counseling sessions in matters of post-occupancy, budgeting, and care and cleaning of the unit, etc. Post-occupancy counseling ensures the tenant is fully aware of his/her responsibilities under the program. A BIHA representative reviews the program with the tenant, and will be able to answer questions and provide information regarding the program.
3. Maintenance counseling is provided to a tenant when it becomes evident that the tenant is not providing proper care and cleaning of the unit, or at the tenant's request.
4. Budget counseling is provided to the tenant when needed, based on the tenant's payment history, or at the request of the tenant.

ADDITIONAL

BIHA employees are committed to respectful service to all residents. Complaints of an employee's disrespectful conduct or neglect of duties may be registered with the management, or with the BIHA office at 245 Katlian Street, Sitka, Alaska 99835, (907)747-5088.

