

THIS HANDBOOK IS PART OF YOUR LEASE

This handbook is intended to give you a better understanding of what is expected of you as a resident, and what you can expect from the Pennington County Housing and Redevelopment Commission (PCHRC). Items contained herein are incorporated into your lease as stated in Section 22 of your lease agreement.

WHO TO CALL

EMERGENCY SERVICES: 911 for Police, Fire, and Ambulance

PENNINGTON COUNTY HOUSING:

ROUTINE BUSINESS: 394-5350

To contact Property Managers, Tenant Selector, or other PCHRC representatives for general information about housing programs and routine maintenance calls.

Open 7: 30 a.m. to 4:30 p.m. Monday thru Friday.

EMERGENCIES: 394-5350

Calls will be taken twenty-four hours a day. An answering service will relay after hours calls to on-call personnel. After hours calls should be for maintenance emergencies only.

OFFICE HOURS

The Pennington County Housing and Redevelopment Commission office will be open from 7:30 a.m. to 4:30 p.m. Monday thru Friday. Maintenance personnel will be on call twenty-four hours a day, seven days a week to handle maintenance emergency calls.

The PCHRC observes the following holidays. The office and maintenance shop will be closed. Maintenance personnel will be on call for maintenance emergencies.

January 1: New Years Day

3rd Mon. in January: Martin Luther King Day

3rd Mon. in February: Presidents Day

Last Mon. in May: Memorial Day

July 4: Independence Day

1st Mon. in September: Labor Day

November 11: Veterans Day

4th Thur. & Fri in November: Thanksgiving

December 25: Christmas Day

IN CASE OF FIRE

1. If fire breaks out in your unit, **vacate the unit immediately.**
2. Call the Fire Department (911) from the nearest phone.
3. Contact the PCHRC immediately after calling the Fire Department.

If you live in a dwelling unit located in one of the three highrises (Jackson Heights, Valley View, and River Ridge) and fire breaks out in your building:

1. Remain in your apartment with the doors closed.
2. If you are in a hallway return to your apartment or exit the building, whichever is closest.
3. Do not use elevators if fire alarm sounds.

UNIT INSPECTIONS

The PCHRC will inspect each public housing family unit quarterly, and each unit designated for the elderly and disabled semi-annually, to ensure that each unit meets the PCHRC housing standards. Work Orders will be submitted and completed to correct any deficiencies and the family will be billed for any tenant caused damages. If the family passes all inspections for a period of one year, the frequency of inspections may be decreased to semi-annually or annually. If the family repeatedly does not pass the quarterly inspection, inspections may be made monthly. In no event will inspections be made less than once per year.

GARBAGE PICK-UP

Garbage pick-up is provided either thru dumpster service or regular weekly curbside collection. Tenants in projects with dumpster service are to place all garbage inside the dumpsters. Do not pile garbage along side the dumpster. Tenants with regular curbside collection should not place garbage out for collection until their regularly scheduled pick-up day. Trash must be placed in garbage cans or plastic trash bags. Items that the regular garbage service will not pick up will be hauled away by PCHRC maintenance personnel every Friday. Tenants must contact the property manager to make arrangements for pick-up of these items. Items must be placed in front of the unit.

NO SMOKING POLICY

Smoking is prohibited in any common area in all PCHRC owned buildings. Smoking is prohibited in all highrises. Tenants who smoke should keep doors to common areas closed. Tenants are responsible for ensuring that their guests comply with this policy.

RESIDENT ADVISORY PANEL

PCHRC encourages residents to apply for participation in the Resident Advisory Panel. This panel meets on a monthly basis, and consists of residents from across our housing units. They are intended to work with management to solve problems and address the needs and desires of residents. Participants receive a \$20.00 stipend for each meeting attended. Please contact your property manager for further details on applying for the panel.

GENERAL CARE OF THE UNIT

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Tenants must promptly notify the PCHRC of any needed repairs. You will not be charged for repairs or replacements due to normal wear and tear. Tenants will be responsible for all other damages. This includes damage to equipment such as mowers, sprinklers, appliances, etc.

Tenants may not paint or make any alterations or repairs without prior written consent from the property manager or PCHRC.

No decals are to be posted to doors, walls, or appliances (In family units the pet permit decal may only be posted on the window closes to the front entry door).

No contact paper is to be used on shelves, closets, or cupboards.

Do not nail, tack, or glue carpet to tile or hardwood floors.

Pictures and other wall hangings should be hung with small finishing types nails. Do not use adhesives, glue or putty.

No mirrors, hooks, or other fixtures should be attached to doors.

No signs, posters, ceiling stars, etc. may be displayed from windows, doors, or ceilings.

No additional locks may be installed. Additional keys may be purchased from PCHRC.

Do not leave hoses connected to outdoor faucets during temperatures below 32 degrees. Doing so may cause pipes to freeze, causing damage.

No additional telephone or cable TV outlets are to be installed without permission from management.

Do not store paper bags or other items behind or beside the refrigerator or stove. Proper air circulation is necessary to keep motors from overheating.

Tenants living in single family homes are responsible for lawn care and snow removal from sidewalks and driveways. If it becomes necessary for PHCRC maintenance personnel to perform these tasks the tenant will be charged.

Vehicles, trailers, etc. must not be driven or parked on the lawn. Tenants will be held responsible for any damage to lawns, landscape, and sprinkler systems caused by vehicles.

RULES OF OCCUPANCY

No person should be living in the unit that is not on the lease. Guest can visit no more than fifteen days in a forty five day period.

Tenants are responsible for the timely payment of any utilities for which they are responsible under the lease. Utilities shut off for non-payment are a lease violation and will subject you to immediate termination. Should a tenant have utilities taken out of their name prior to the time stated on a formal intent to vacate, the PCHRC will

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consider it a vacate without notice.

Tenants must not store gasoline or other flammable hazardous material in the dwelling unit but instead these materials should be stored in adjacent sheds or garages.

In single family units tenants must not store items in crawl spaces or attics.

Storage /garage must be maintained within the unit or in designated areas. Items must not be stored under decks, carports, or in other areas outside the unit.

Tenants are allowed to keep no more that two vehicles per unit (one at developments for the elderly). All tenants owned vehicles must display a PCHRC parking sticker. Vehicles must not be used for storage.

Tenants must not keep any inoperable vehicles, trailers, boats, etc. on the premises or adjacent streets that would be visible by the public. Any vehicle without a current license plate will be considered inoperable. Any such vehicle on the premises will be towed away at the owner's expense.

Vehicles must not be left unattended while placed on jacks, ramps, blocks, or other elevating devices.

The PCHRC shall not be held responsible for loss, theft, or damage to any article or personal property, including mail.

COLLECTION OF RENT AND OTHER CHARGES

Rent is due on the first of each month and delinquent after the seventh of the month. A charge of \$20 will be added after the seventh of the month if the rent is not paid in full. Assessment and collection of this charge is not to be considered a waiver of the PCHRC's right to terminate the lease for late payment or non-payment of rent.

Maintenance and other charges are due and payable upon completion and will be included on the following months billing statement. On approximately the eighth of each month, any tenant with maintenance charges that are delinquent will be sent a thirty-day notice of termination of their lease. In extraordinary cases an extension of time to pay amounts due may be granted. In the event that a tenant does not meet the requirements of the payment agreement, the agreement shall be rescinded and the entire amount owed will become due and payable. The above procedures will then be applied.

When a tenant vacates a unit their security deposit will either be refunded, or they will be sent a letter stating that their deposit is being held until the cost of any repairs for damages can be determined. Once the charges, if any, have been determined the balance of the deposit will be returned. If the security deposit is not sufficient to cover the cost of damages and other charges, a notice explaining the charges will be sent allowing thirty days for payment. If payment has not been received within the thirty days allowed, a warning letter will be sent advising the former tenant that if payment is not received within ten days, their account will be turned over to a collection agency. If payment is still not received, the account will be turned over to a collection agency.

CURFEW POLICY

It is the policy of the Pennington County Housing and Redevelopment Commission that a curfew be enforced prohibiting any person under the age of fifteen (15) years to congregate, loiter, wander, stroll, stand, or play in or upon the driveways, walks, playgrounds, parking lots, and other common spaces of the Pennington County Housing and Redevelopment Commission, either on foot or upon any vehicle being driven or parked thereon, between the hours of 9:00 p.m. and 6:00 a.m. of the following day during the time period that school is in session (September through May) and between 10:00 p.m. and 6:00 a.m. of the following day during the months of June through August for all unaccompanied by his or her parent, guardian, or other adult person having his or her care, custody, or control, except if said minor person is on an emergency errand for a parent, guardian, or one in custodial care, or is returning directly home from employment or to her activity specifically authorized by said minor's parent, guardian, or other adult person having his or her care, custody, control, and to this end, as part of the rules and regulations of this Authority.

"In the event that any resident, including those under that resident's care, custody or control, shall violate this policy three (3) or more times within a period of sixty (60) days, the said violation shall be deemed aggravated and continuing and shall result in notice to the resident that continued occupancy of the premises shall not be permitted unless adequate means are provided by the resident to assure the authority that this policy will not be further violated."

TRESPASSING POLICY

The property of the Pennington County Housing and Redevelopment Commission, is for the sole use and benefit of the residents of said developments and members of their households, their lawfully invited guests and invitee, and personnel of the Housing Authority, and such other persons who have legitimate business on said property, namely, law enforcement officers and other personnel of governmental authorities, workers for utility companies, contractors of the Authority, their employees, and such other persons as management may specifically allow. All other persons upon said premises shall be regarded as trespassers and shall be prosecuted therefor as allowed by law.

All persons who wish access to any of the foregoing developments and all persons who may be found upon the walks, ways, playground, parking lots, drives and other common areas of said developments may be requested by any law enforcement officer or authorized personnel of the Authority to identify himself or herself and to demonstrate that they are included within the class of permits as stated above. Any person who refuses to so identify himself or herself, or is unable to demonstrate that he or she is included within the class of permits stated above shall be prosecuted therefor as allowed by law.

GRIEVANCE PROCEDURE

I. DEFINITIONS:

- (1) "Grievance" shall mean any dispute which a tenant shall have with respect to the Commission, the actions of its management, or employees concerning action or failure to act in accordance with the individual tenant's lease or Commission regulations which adversely affect the individual tenant's rights, duties, welfare, or status.
- (2) "Complainant" shall mean any tenant whose grievance is presented to the Commission or at the management office in accordance with this procedure.
- (3) "Tenant" shall mean the adult person (or persons):
 - (1) Who resides in the unit, and who executed the lease with the Commission as lessee of the dwelling unit, or, if no such person now resides in the unit,
 - (2) Who resides in the unit, and who is the remaining head of household of the tenant family residing in the dwelling unit.
- (4) "Hearing Panel" shall mean a panel selected in accordance with the provisions of this grievance policy.
- (5) "Commission" shall mean the Pennington County Housing and Redevelopment Commission, its director, and employees.

II. INFORMAL SETTLEMENT:

Any grievance shall be personally presented, either orally or in writing, to the Commission office so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within a reasonable time by the Commission's representative and one (1) copy shall be given to the Tenant and one retained in the Commission's tenant file. The summary shall specify the name of the participants, dates of meeting, the nature of the proposed disposition of the complaint, and the specific reasons therefore, and shall provide a written explanation to Tenant of Tenant's right to an impartial hearing to resolve the dispute and the procedure by which such a hearing may be attained. If the Complainant is satisfied with the disposition of the matter, no further complaint or proceedings need be filed.

III. REQUEST FOR HEARING:

If the Complainant is not satisfied with the action proposed by informal settlement of the grievance, the Complainant may request a hearing according to the following procedure:

- (6) The Complainant shall submit a written request for a hearing to the Commission

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management office within a reasonable time after receipt of the summary of the discussion and proposed informal settlement, which reasonable time shall not exceed five (5) working days exclusive of the date of the receipt of such written summary. The written request for hearing shall specify:

- (1) The reasons for the grievance; and
- (2) The action or relief sought.
- (7) An impartial hearing panel appointed as hereinafter provided shall conduct the grievance hearing. The hearing shall be held within five (5) working days of the date of receipt of the request for hearing.
- (8) If the Complainant does not request a hearing in accordance with this section within five (5) working days of the receipt of the written summary of the informal settlement discussion, then the disposition of the grievance under the informal settlement written summary shall become final provided that failure to request a hearing shall not constitute a waiver by the Complainant of his or her right thereafter to contest the Commission's action in disposing of the complaint in an appropriate judicial proceeding.
- (9) In order to obtain a hearing, all grievances must first be presented either orally or in writing or informal settlement pursuant to Section I above, provided however, that if the Complainant shall show good cause why he or she failed to proceed in accordance with the informal settlement procedure, the provisions of this subsection may be waived by the hearing panel.
- (10) Before a hearing is scheduled in any grievance involving the amount of rent which the Commission management claims is due, the Complainant shall pay to the Commission an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The Complainant shall thereafter deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing panel. The Commission in extenuating circumstances may waive these requirements. However, unless so waived, the failure to make such payments shall result in a termination of the grievance procedure; provided that failure to make payment shall not constitute a waiver of any right the Complainant may have to contest the Commission's disposition of this grievance in any appropriate judicial proceeding.
- (11) Upon Complainant's compliance with Paragraphs (A), (D), and (E) of this section, a hearing shall be scheduled by the Commission Management with the hearing panel within five (5) working days of the date of the filing of the complaint. The Commission Management shall deliver a written notification specifying the time, place, and procedures governing the hearing to the Complainant and the appropriate Commission official.

IV. THE HEARING PANEL:

- (12) The Commission shall annually appoint at least five (5) tenants as eligible panel members. The Commission shall annually give notice of its intention to appoint eligible panel members. Such notice shall be given by posting on bulletin boards and listing in the newsletter to tenants for at least thirty (30) days prior to the date of selection. The Commission before the appointment shall consider any comments or recommendations submitted by tenants or tenant organizations.
- (13) The panel for a filed grievance shall be selected in the following manner. The tenant may select one (1) member of the hearing panel from those designated as eligible for panel service as set forth above, and the Commission management may select one (1) panelist from authorized panel members and the two (2) thus selected, shall select a third (3rd) panel member from the authorized list of panelists. The three (3) panel members as thus constituted shall conduct the hearing in accordance with these regulations and a majority of two (2) votes shall be required for any decision by the panel in any grievance hearing.
- (14) There shall be no relatives of the Complainant on the Panel that hears his or her complaint.
- (15) It shall be the responsibility of the Commission Management to notify the hearing panel members for each particular case and to have the panelist present at the time and place of the hearing.
- (16) The Commission shall reimburse the panelist for any expenses reasonably incurred by them and discharging their duties on the hearing panel.

V. NOTICES:

Any notice required by these rules will be sufficient if delivered in writing to the Complainant personally or to an adult member of his or her family living with the Complainant, or if sent by first class mail, postage prepaid and properly addressed to the Complainant. Notice to the Commission must either be delivered to a Commission employee at the central office or mailed to the management office at 1805 West Fulton, Rapid City, SD 57702, with first class postage prepaid.

VI. HEARING:

- (17) The hearing shall be held before the hearing panel selected in accordance with Section III above.
- (18) The parties shall be entitled to a fair hearing of the grievance before the hearing

panel which shall include:

- (1) The opportunity to examine, before the grievance hearing, any Commission documents, including records and regulation that are directly relevant to the hearing. The tenant shall be allowed to copy any such document at the tenant's expense. If the Commission management does not make the document available for examination upon request by the Complainant, the Commission may not rely on such documents at the grievance hearing.
- (2) The right to be represented by counsel or other person chosen as the parties representative and to have such person make statements on that parties's behalf.
- (3) The right to a private hearing unless the Complainant requests a public hearing.
- (4) The right to present evidence and arguments in support of the complaint or grievance, to controvert evidence relied upon by the other party and to confront and cross-examine all witnesses on whose testimony or information the Commission management relies.
- (5) The right to bring as witnesses any one that a party feels will be helpful to the issues in the hearing.
- (6) A decision based solely and exclusively upon the facts presented at the hearing.
- (19) The hearing panel may render a decision without proceeding with the hearing if the panel determines that the issue has been previously decided in another proceeding.
- (20) If the Complainant or the Commission management fails to appear at a scheduled hearing, the hearing panel may make a determination to postpone the hearing for not to exceed five (5) business days or may make a determination that the party has waived his or her right to a hearing. Both the Complainant and the Commission management shall be notified of the determination by the hearing panel: provided that a determination that the Complainant has waived his or her right to hearing shall not constitute a waiver of any right that the Complainant may have to contest the disposition of the grievance in an appropriate judicial hearing.
- (21) At the hearing, the Complainant must first make a showing of an entitlement to the relief sought and thereafter, the Commission management must sustain the burden of justifying its action or failure to act against which the complaint is directed.
- (22) The hearing shall be conducted informally by the hearing panel and oral or

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documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The hearing panel shall require the Commission management, the Complainant, counsel, and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing panel to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party in granting or denial of relief sought as appropriate.

- (23) The Complainant or the Commission management may arrange in advance and at the expense of the party making the arrangement, for a transcript of the hearing, any interested party may purchase a copy of such transcript.
- (24) The panel and Commission management shall provide reasonable accommodation for persons with disabilities to participate in the hearing as required by appropriate regulations.

VII. DECISION OF THE HEARING PANEL:

- (25) The hearing panel shall prepare a written decision together with the reasons therefore, within five (5) business days after the hearing. A copy of the decision shall be sent to the Complainant and to the Commission management in the manner required for notice under this grievance procedure. Commission management shall retain a copy of the decision in the tenant's folder. A copy of such decision with all names and identifying references deleted shall also be maintained on file by the Commission and made available for inspection by a prospective Complainant, his representative, or the hearing panel.
- (26) The decision of the hearing panel shall be binding upon the Commission which shall take all actions or refrain from any action necessary to carry out the decision unless the Commission determines within five (5) working days or receipt of such decision and promptly notifies the Complainant of its determination that:
 - (1) the grievance does not concern Commission action or failure to act in accordance with or involving the Complaint's lease or commission regulations, which adversely affects the Complainant's rights, duties, welfare or status;
 - (2) the decision of the hearing panelist contrary to applicable federal, state, or local law, HUD regulations or requirements of the annual contributions contract between HUD and the Commission.
- (27) A decision by the hearing panel in favor of the Commission or which denies the relief requested by the Complainant in whole or in part, shall not constitute a waiver or, nor affect in any manner, whatever, any rights the Complainant may have to a trial, de novo, or judicial review in any judicial proceedings which may thereafter be brought in the matter.

- (28) If the hearing panel's decision is to uphold the Commission management decision to evict a tenant, an action by the Commission management decision to evict a tenant, an action by the Commission to recover possession may not be commenced until after the tenant's rights to occupy and use the premises have been terminated by the proper statutory three-day notice to quit. The statutory demand to vacate may not be given to the tenant before the date on which the hearing panel's decision upholding the proposed eviction is delivered or mailed to the tenant.
- (29) The notice to quit and vacate must inform the tenant in writing that:
- (1) If he or she does not move within the statutory notice period, an eviction action will be filed in Court against him or her.
 - (2) If suit is filed and the Commission prevails in such suit, that the tenant will be required to pay court costs and attorney's fees as allowed by the Court.
 - (3) If the tenant chooses to contest the eviction in Court, the Commission will proceed with proof that its reasons are good cause for eviction under applicable laws, rules and regulations.

VACATE PROCEDURES

All tenants are required to give **thirty (30) days written notice** of their intent to vacate their dwelling unit. A final inspection will be made when the unit is cleaned and the tenant is ready to turn in the keys. An appointment must be made for the move-out inspection twenty-four hours in advance. It is very important that you or your representative be present at the time of inspection.

For return of your security deposit, the following must be done:

30 days written notice must be given.

Keys must be returned to PCHRC. (Post office keys must be returned to the post office.)

All rent and other charges must be paid in full.

The unit must be clean and damage free. Cleaning should including the following:

Appliances: Clean refrigerator inside and out, range, oven, burners, and burner pans, under cook-top, range hood and filters.

Bathrooms: Clean bathtub, shower stall, stool, lavatory, mirror and interior of medicine cabinet, counter top, cabinets and drawers.

Shelves: Wash all shelves and cupboards.

Walls: Remove all wall hangings, wash walls.

Floors: Vacuum and shampoo all carpeted areas wash other floors, remove all marks and old wax, re-wax.

Lights: Clean globes and replaces all missing or burned out bulbs.

Windows: Clean inside and out.

Vents: Clean heat, air and fan vents.

If applicable the following:

Garage: must be swept, free of oil stains, garbage, and personal items.

Yards: Must be mowed, free of weeds, garbage, and damage.

Sprinkler systems: all sprinkler heads must be present.

Fence: must be clean and damage free.

Downspouts: must be in the down position and damage free.

Basements: must be swept and free of water puddles.

If you have any questions or concerns, contact your property manager.