

# THE PUBLIC HOUSING TENANT HANDBOOK

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. Items contained herein are incorporated into your lease as stated in Section 20 and Section 22 of your lease agreement.

## **EMERGENCY CONTACT**

Police 911 In the event the family needs immediate police assistance  
Fire 911 In the event the family needs immediate fire department assistance  
Ambulance 911 In the event the family needs immediate medical assistance

### **Maintenance Emergencies**

605-394-5350 Maintenance personnel are on call to handle any maintenance emergency happening outside the normal hours of operation. Families should follow the instructions on the recording once they have dialed the phone number. After hours calls should be for maintenance emergencies only.

Other Family Emergency Contacts and Phone Numbers

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## **HOURS OF OPERATION**

The PCHRC administrative office is open from 7:30 a.m. until 4:30 p.m. Monday thru Friday and families are able to contact their property manager or another member of management by calling 605-394-5350. Maintenance personnel are on call to handle any maintenance emergency happening outside the normal hours of operation by calling 605-394-5350 and following the instructions on the recording.

The PCHRC observes the holidays below and the administrative office and maintenance shop will be closed. Maintenance personnel will be on call to handle any maintenance emergency by calling 605-394-5350 and following the instructions on the recording.

**New Year's Day** – January 1st

**Martin Luther King Day** – Third Monday in January

**President's Day** – Third Monday in February

**Memorial Day** – Last Monday in May

**Independence Day** – July 4<sup>th</sup>

**Labor Day** – First Monday in September

**Veteran's Day** – November 11<sup>th</sup>

**Thanksgiving** – Fourth Thursday and Fourth Friday in November

**Christmas** – December 25th

## **IN CASE OF FIRE**

Depending on which property your family resides dictates what steps you need to take in the event of a fire.

### **Residents of the high-rises (Fire sprinklers present)**

1. Leave the immediate area of the fire;
2. Evacuate building if you are able to;
3. “Shelter in place” if you are not in immediate area of fire;
4. Call 911

### **Residents of all other properties**

1. Evacuate the building;
2. Call 911

## **UNIT INSPECTIONS**

The PCHRC will inspect public housing dwelling units quarterly to ensure that each unit meets the PCHRC housing standard of decent, safe, and sanitary. Work Orders will be submitted and completed to correct any deficiencies and the family will be billed for any tenant caused damages. Families will be notified of any maintenance charges on their billing statement sent out on or about the 25<sup>th</sup> day of each month. Families could be inspected monthly if they repeatedly fail the quarterly inspection.

## **GARBAGE COLLECTION**

Garbage collection service is provided with either dumpster service or regular weekly curbside collection. Families in projects with dumpsters are to place all garbage inside the dumpsters and should refrain from piling garbage alongside. Families with regular curbside collection should not place garbage out for collection until their regularly scheduled pick-up day. Families can find out their scheduled pick-up day by contacting Rapid City Solid Waste at 605-355-3496. Solid Waste advises that garbage must be bagged and tied and placed in a city container no closer than 4 feet from any other object or structure and that containers be placed curbside or in designated alley location by 7:00 a.m. Items that the regular garbage service will not pick up can be hauled away by PCHRC maintenance personnel every Friday. Families must contact the maintenance office 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 all common areas of all PCHRC owned buildings. In addition, smoking is prohibited in all high-rises including individual dwelling units. Families are responsible for ensuring that their guests comply with this policy. As referenced in the dwelling lease, residents are to refrain from littering any of the grounds so smokers should dispose of their tobacco products in proper containers once they are done with them. Smokers are required to be at a distance of no less than twenty (20) feet from a door when smoking.

## **PETS**

Common household pets will be allowed in all public housing units with prior approval and the execution of a pet policy. As referenced in the dwelling lease, residents are to refrain from littering any of the grounds so pet owners are required to clean up after their animal.

## **RESIDENT ADVISORY PANEL**

A Resident Advisory Panel has been established in accordance with Quality Housing & Work Responsibility Act of 1998 with the purpose of providing input from participants and making recommendations regarding the development and implementation of the annual PHA Plan. In addition, the Panel forms the basis for any Hearing Panel needed when a formal grievance procedure has been requested by a family. The PCHRC encourages residents to apply for participation on the Panel. This Panel meets on a regular basis and consists of residents/participants of our housing programs. Panel members receive a \$20.00 stipend for each meeting they attend. Please contact the Executive Director for further information and details on applying for the panel.

## **GENERAL CARE OF THE UNIT**

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

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

No decals, tape, putty or stars are to be posted to doors, walls, ceilings or appliances.

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

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

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

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

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 to avoid damage caused by freezing pipes.

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

Do not store any items behind or beside the refrigerator, range, furnace, or hot water heater to avoid damage to these units and fire.

Families living in single family homes are responsible for lawn care and snow removal from sidewalks and driveways. Families will be charged for the time and materials used if it becomes necessary for PCHRC maintenance personnel to perform these tasks. In multi housing units' maintenance will be responsible for mowing and snow removal.

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

### **RULES OF OCCUPANCY**

No person should be living in the unit that is not on the lease and accommodation of the family's guests or visitors is limited to fourteen (14) days within a forty-five (45) day period without prior written approval by management.

Rent is due on the first day of the month and is considered by the PCHRC as delinquent if not paid by the seventh day of the month. Families will be charged a \$20.00 late fee and issued a lease termination when they have not paid their rent in full by the seventh.

Maintenance and other charges are due and payable on the first day of the month following the month in which the charge was billed. On approximately the eighth of each month, any family with maintenance charges that are still owed will be sent a thirty day notice of termination of their lease.

Utilities shut off or turned on under the name of the PCHRC for non-payment are a lease violation and could result in the immediate termination of your lease. Any utility charges incurred by the PCHRC as a result of the family not properly maintaining the services as directed by the dwelling lease will be charged back to the family.

Families must not store gasoline or other flammable or hazardous material in the unit or on the premises.

Storage must be maintained within the dwelling unit or in designated areas such as storage sheds or garages. Items must not be stored in attics and crawl spaces, under decks, carports, or in other areas outside the unit.

Families are allowed to have one operable vehicle per licensed driver not to exceed two operable vehicles per family. Family vehicles must display a PCHRC parking sticker and have current licensing. Vehicles must not be used for storage.

Families must not keep any inoperable vehicles, trailer, boats, etc. on the premises or adjacent streets. Any vehicle without a current license plate or housing sticker will be considered inoperable. Any such vehicle on the premises for more than 72 hours 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.

### **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 therefore 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 therefore as allowed by law.

### **VACATE PROCEDURES**

To ensure the refund of your security deposit the following must be completed:

**Notice:** A written notice to vacate must be given to Management 30-days prior to move out. The date on which management receives the notice will be the effective date of your notice to vacate.

All rent and maintenance charges must be paid in full.

#### **Unit Condition**

Refrigerator: Pull away from wall and clean inside and outside (be careful not to damage floor), leave running on low.

Range: Pull range away from wall (be careful not to damage floor) and clean the outside of the range and the floor where the range sat, clean oven, broiler, burners, drip pans, cook-top and under cook-top.

<u>Range Hood:</u>	Clean outside, underside, and filter.
<u>Bathroom:</u>	Clean tub, shower stall, stool, sink, counter, mirror, and interior of medicine cabinet.
<u>Shelves/Doors:</u>	Wipe off all shelves and all doors including knobs.
<u>Walls:</u>	Must be clean, free of food, markings from crayons or other markers, and residue from cigarette smoke. Residents should not attempt to fill nail holes, patch holes, or paint walls. Any unacceptable patching or painting will be re-done by maintenance staff and the resident will be charged accordingly. Don't forget to clean the light switch covers and outlet covers.
<u>Windows:</u>	Traverse and/or curtain rods for all windows are the property of PCHRC.
<u>Floors:</u>	Vacuum and shampoo all carpeted areas. Clean all tiled and vinyl areas. <b>HIGH-RISE UNITS:</b> If the carpet is the property of the Tenant, the carpet, carpet tape, and tape residue must be removed and floor cleaned before the keys are turned back to management.
<u>Baseboard heaters:</u>	Clean top.
<u>Lights:</u>	Clean globes and replace all missing or burned-out light bulbs.
<u>Cupboards:</u>	Clean inside, outside, top of cupboards, and all drawers.
<u>A/C Cover:</u>	The leather air conditioner covers for Memorial Park Apartments, Sunny Haven Apartments, Prairie Village Apartments, and the High-rises are the property of the PCHRC.
<u>Cable TV:</u>	Remotes, cable boxes, and cables that are property of Mid Continent Communications but provided by PCHRC must remain in the dwelling unit.
<u>Trash:</u>	Must be removed from dwelling unit, storage area, and properly disposed of in dumpster or waste containers provided.
<u>Thermostat:</u>	Please set thermostat at 65 degrees if you are not going to be present for the move-out inspection.

When you are completely finished with the dwelling unit and ready to turn the keys in it will be necessary for you to call 394-5350 and make arrangements with your property manager for a move-out inspection. This inspection should be scheduled at least 24

hours in advance. The move-out inspection is your opportunity to meet with your property manager to review the condition of the unit. **WE STRONGLY URGE YOU TO ATTEND THIS INSPECTION.**

The keys are to be returned to the inspector at the time of the move-out inspection. If you absolutely cannot attend the move-out inspection, leave the keys in the unit, lock the door, or in the case of dead bolt locks drop the keys in the drop box located on site, and notify management that you are finished with the dwelling unit.

### **SECURITY DEPOSIT TRANSMITTAL UPON MOVE OUT**

When a tenant vacates a unit their security deposit will be held until the cost of any repairs for damages can be determined. A letter will be sent automatically upon the residents move out stating the security 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.

## **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 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) families 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 families 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 families 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' 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 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.