

**VIRGIN ISLANDS HOUSING AUTHORITY**

**REVISED ADMISSION AND CONTINUED OCCUPANCY POLICY**

**FOR**

**FEDERALLY ASSISTED LOW INCOME PUBLIC HOUSING COMMUNITIES**

“VIHA – A Commitment to a Better Living Environment”

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# **SECTION 1**

## **ADMISSION AND OCCUPANCY**

**HOUSING AUTHORITY OF THE U.S. VIRGIN ISLANDS**  
**POLICY ON ADMISSIONS AND CONTINUED OCCUPANCY**

**STATEMENT OF POLICIES AND OBJECTIVES**

**INTRODUCTION**

The Virgin Islands Housing Authority (VIHA) will administer all Public Housing Programs, functions and responsibilities in accordance with the Admissions and Continued Occupancy Policy, the requirements of the Department of Housing and Urban Development's (HUD) Public Housing Regulations, Handbooks and Notices, where applicable, as well as all Federal, and Territorial laws, including Fair Housing Laws and regulations. Changes in applicable federal law or regulations shall supersede provisions in conflict with this policy. Federal regulations shall include those found in Volume 24 CFR, Chapter VII and IX. (Code of Federal Regulations).

**A. VIHA OBJECTIVES**

Consistent with the Department of Housing and Urban Development (HUD) Regulations and Local Laws, the Authority's Mission and Vision Statements, the Virgin Islands Housing Authority (VIHA) Admissions and Continued Occupancy Policy and Dwelling Lease is designed to achieve the following:

1. Provide improved living conditions for very low and low-income families while maintaining their rent payments at an affordable level.
2. Operate a socially and financially sound public housing agency that provides drug-free, decent, safe and sanitary housing with a suitable living environment for tenants and their families.
3. Avoid concentrations of economically and socially deprived families in any one or all of VIHA's public housing developments.
4. Lawfully deny the admission of applicants, or the continued occupancy of residents, whose habits and practices reasonably may be expected to adversely affect the health, safety, comfort or welfare of other residents or the physical environment of the neighborhood, or create a danger to VIHA employees.
5. Attempt to house a tenant body in each development that is composed of families with a broad range of incomes and rent-paying abilities that is representative of the range of incomes of low-income families in VIHA's jurisdiction.

6. Promote upward mobility opportunities for families who desire to achieve self-sufficiency.
7. Facilitate the judicious management of VIHA inventory, and the efficient management of VIHA staff.
8. Ensure compliance with Title VII of the Civil Rights Act of 1964 and all other applicable Federal laws and regulations so that the admissions and continued occupancy are conducted without regard to race, color, religion, creed, sex, sexual orientation, national origin, handicap, familial status, familial composition, age, military status or source of income.

B. PURPOSE OF THE POLICY

The purpose of this Admission and Continued Occupancy Policy (ACOP) and Dwelling Lease is to establish guidelines for Virgin Islands Housing Authority (VIHA) staff to follow in determining eligibility for admissions and continued occupancy. These guidelines are governed by the requirements of the Department of Housing and Urban Development (HUD) with latitude for local policies and procedures. These policies and procedures for admissions and continued occupancy are binding upon applicants, residents, and the Virgin Islands Housing Authority (VIHA).

The VIHA established this Admissions and Continued Occupancy Policy and any changes must be approved by VIHA Board of Commissioners, and required portions of the Plan will be provided to HUD for its approval.

C. FAIR HOUSING POLICY

It is the policy of the Virgin Islands Housing Authority (VIHA) to comply fully with all Federal and Territorial laws relating to Civil Rights, including Title VII of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern), any applicable Territorial Laws or Local Ordinances and any legislation protecting individual rights of tenants, applicants or staff that may subsequently be enacted.

The VIHA shall not discriminate because of race, color, religion, creed, sex, sexual orientation, national origin, handicap, familial status, familial composition, age, military status or source of income in the leasing, rental, or other disposition of housing or related facilities, including land, that is part of any project or projects under the VIHA's jurisdiction covered by a contract for annual contributions under the United States Housing Act of 1937, as amended, or in the use or occupancy thereof.

Posters and housing information will be displayed in locations throughout the VIHA's office in a manner that is easily readable from a wheelchair.

The VIHA Central Office for St. Thomas is located at No. 402 Estate Anna's Retreat. Accessibility for the hearing impaired is provided by the TDD/TDY telephone number (340) 777-7725. The VIHA Central Office for St. Croix is located at No. 5 Upper Bethlehem, Kingshill. Accessibility for the hearing impaired is provided by the TDD/TDY telephone number (340) 778-5245. Both Central Offices are accessible to persons with disabilities.

The VIHA shall not, on account of race, color, religion, creed, sex, sexual orientation, national origin, handicap, familial status, familial composition, age, military status or source of income:

1. Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;
2. Provide housing which is different from that provided to others;
3. Subject a person to segregation or disparate treatment;
4. Restrict a person's access to any benefit enjoyed by others in connection with the housing program;
5. Treat a person differently in determining eligibility or other requirements for admission; or
6. Deny a person access to the same level of services.

The VIHA shall not automatically deny admission to a particular group or category of otherwise qualified applicants (i.e. families with children born to unmarried parents, elderly families with pets).

#### D. CUSTOMER SERVICE POLICY AND ACCOMMODATIONS

The Virgin Islands Housing Authority (VIHA) is committed to a high level of customer service in the administration of our housing and its programs to any family who initiates contact with the VIHA, when the VIHA initiates contact with a family including when a family applies, and when the VIHA schedules or reschedules appointments of any kind.

It is the policy of the VIHA to be service-directed in the administration of our housing programs, and to exercise and demonstrate a high level of professionalism while providing housing services to the families within our jurisdiction.

The VIHA's policies and practices will be designed to provide assurances that all persons with disabilities will be provided reasonable accommodations so that they may fully access and utilize the housing program and related services. The availability of specific accommodations will be

made known by including notices on VIHA forms and letters to all families, and all requests will be verified so that that VIHA can properly accommodate the need presented by the disability.

Requests for reasonable accommodations from persons with disabilities will be granted upon verification that they meet the need presented by the disability.

Reasonable accommodations will be made for persons with a disability that require an advocate or accessible offices. A designee will be allowed to provide some information, but only with the permission of the person with the disability.

All VIHA mailings will be made available in an accessible format upon request, as a reasonable accommodation.

#### E. VERIFICATION OF A REQUEST FOR ACCOMMODATION

All requests for accommodations or modification of a unit will be verified with a reliable and knowledgeable professional.

The Housing Authority will utilize organizations that provide assistance for hearing and sight impaired persons when needed.

A list of available units will be provided upon request.

#### F. FAMILY OUTREACH

The Virgin Islands Housing Authority (VIHA) will publicize and disseminate information on the availability of housing units and housing related services for very low-income families on a regular basis. When the VIHA's waiting list is open, the VIHA will publicize the availability and nature of housing assistance for very low income families in a newspaper of general circulation, minority media, and by other suitable means as in accordance with the Federal Register.

To reach persons who cannot read the newspapers, the VIHA will distribute fact sheets to the broadcasting media, and initiate personal contacts with members of the news media and community service personnel. The VIHA will also utilize public service announcements.

The VIHA will communicate the status of housing availability to other service providers in the community, advise them of housing eligibility factors and guidelines in order that they can make proper referrals for those who seek housing.

Appropriate staff members will coordinate with service providers and sit on Task Forces to advocate for and provide input on residents' needs as well as to inform them of VIHA programs and activities.

## G. PRIVACY RIGHTS

Applicants and participants, including all adults in their households, are required to sign the form, HUD-9886, "Authorization for Release of Information and Privacy Act Notice." This document incorporates the Federal Privacy Act Statement and describes the conditions under which the Department of Housing and Urban Development (HUD) will release family information.

The Virgin Islands Housing Authority's (VIHA's) policy regarding release of information is in accordance with Local laws which may restrict the release of family information.

Any and all information that would lead one to determine the nature and/or severity of a person's disability will be kept in a separate folder and marked "confidential". The personal information in this folder will not be released except on an "as needed" basis in cases where an accommodation is under consideration. The Department's Director must approval all requests for access and granting of accommodations based on this information.

The VIHA's practices and procedures are designed to safeguard the privacy of applicants and program participants. All applicants' and participants' files will be stored in a secure location that is only accessible by authorized staff.

All files must be signed for when removed from the secured file storage area.

The staff person who signs for a tenant file is responsible for its security. Files are never to be left unattended or placed in common areas.

VIHA staff will not discuss family information contained in files unless there is a business reason to do so. Inappropriate discussion of family information by staff will result in disciplinary action.

## H. POSTING OF REQUIRED INFORMATION

Consistent with Fair Housing Regulation, the Virgin Islands Housing Authority (VIHA) will maintain a bulletin board and post all Notices to Residents on a bulletin board in each Community Office and in the Authority's Central Office in a conspicuous area of the lobby which will contain:

1. Statement of policies and procedures governing Admission and Continued Occupancy (ACO) Policy;
2. Open Occupancy Notice (Status of application taking);
3. Directory of the VIHA's housing sites including names, address of offices, number of units by bedroom size, accessible or adaptable units, and office hours at each facility;

4. Income limits for Admission;
5. Current schedule of routine maintenance charges;
6. A copy of the lease;
7. The VIHA's grievance procedures;
8. A Fair Housing Poster;
9. An Equal Opportunity in Employment Poster;
10. Current Resident Notices (i.e. Transfer Waiting List, Utility Allowance Schedules);
11. Security Deposit Charges;
12. Rent Changes; and
13. The availability of any Federal, ranking or local preferences.

## I. **ELIGIBILITY FOR ADMISSION**

### **INTRODUCTION**

This chapter defines both HUD's and the VIHA's criteria for admission and denial of admission to the program. VIHA's policy is to strive for objectivity and consistency in applying these criteria to evaluate the qualifications of families that apply. VIHA's staff will review all information provided by the family carefully and without regard to factors other than those defined in this Chapter. Families will be provided the opportunity to explain their circumstances, to furnish additional information, if needed, and to receive an explanation of the basis for any decision made by VIHA pertaining to their eligibility.

#### A. **GENERAL POLICY ON SCREENING FOR SUITABILITY**

It is the policy of the VIHA to deny admission to applicants whose habits and practices may reasonably be expected to have a detrimental effect on the operations of the development or neighborhood, or on the quality of life for its residents.

As part of the final eligibility determination, the VIHA will screen each applicant household to assess their suitability as tenants.

Factors to be considered in the screening are housekeeping habits, rent paying habits and credit records, prior history as a tenant, criminal records **and the ability of the applicant to maintain the responsibilities of tenancy.**

In determining qualifications for tenancy, VIHA will consider the following items:

1. Whether the conduct of the applicant in present or prior housing has been such that admission to the program would adversely affect the health, safety or welfare of other residents, or the physical environment, or the financial stability of the project.

**VIHA shall rely upon sources of information which may include, but not be limited to, Housing Authority records, personal interviews with the applicant or tenant, home visits, interviews with previous landlords, employers, family social workers, parole officers, criminal and court records, clinics, physicians or the police department.**

This will be done in order to determine whether the individual attributes, prior conduct, and behavior of a particular applicant or tenant is likely to interfere with other tenants in such a manner as to diminish their enjoyment of the premises by adversely affecting their health, safety or welfare.

2. An authorized representative of the VIHA shall document any pertinent information relative to the following:
  - a. **Criminal Activity** – includes the activities listed in the definition of criminal activity in this Chapter.
  - b. **Pattern of Violent Behavior** – includes evidence of repeated acts of violence on the part of an individual, or a pattern of conduct constituting a danger to peaceful occupancy of neighbors.
  - c. **Initiating Threats** – or behaving in a manner indicating an intent to assault employees or other tenants.
  - d. **Abandonment of a Public Housing Unit** – without advising PHA officials so that staff may secure the unit and protect its property from vandalism.
  - e. **Non-payment of Rightful Obligations** – including rent and/or utilities and other charges owed to the PHA or any other PHA.

VIHA may reject any applicant if the applicant or a member of the applicant's household is a former tenant of the VIHA who had a record of lease violations or whose tenancy was terminated by the VIHA. No previous tenant may be re-admitted unless all previous amounts owed have been paid; but payment of such debt does not necessarily entitle an applicant to eligibility under this section

unless the Authority has agreed in writing to grant eligibility upon the payment of amounts owed.

In all instances, no previous tenant will be eligible until a three (3) year period has passed since eviction from a VIHA property.

- f. **Intentionally Falsifying an Application for Leasing** – including uttering or otherwise providing false information about family income and size, using an alias on the application for housing, or making any other material false statement or omission intended to mislead.
  - g. **Record of Serious Disturbances of Neighbors, Destruction of Property or Other Disruptive or Dangerous Behavior** – consists of patterns of behavior that endanger the life, safety, or welfare of other persons by physical violence, gross negligence or irresponsibility which damage the equipment or premises in which the applicant resides, or which are seriously disturbing to neighbors or disrupt sound family and community life, indicating the applicant's inability to adapt to living in a multi-family setting. Includes judicial termination of tenancy in previous housing on the grounds of nuisance or objectionable conduct, or frequent loud parties, which have resulted in serious disturbances of neighbors.
  - h. **Grossly Unsanitary or Hazardous Housekeeping** – including the creation of a fire hazard through acts such as hoarding rags, papers or other materials; severe damages to premises and equipment, if it is established that the family is responsible for the condition; seriously affecting neighbors by causing infestation, foul odors, depositing garbage in halls; or serious neglect of the premises. This category does not include families whose housekeeping is found to be superficially unclean or due to lack of orderliness, where such conditions do not create a problem for neighbors.
  - i. **Destruction of Property** – from previous rentals.
  - j. **Whether Applicant or Tenant is Capable of Maintaining the Responsibilities of Tenancy.** In the case of applicants for admission, the person's present living arrangements and a statement obtained from applicant's physician or social worker will be among factors considered in making this determination. The availability of a live-in attendant will be considered in making this determination.
3. In the event of the receipt of unfavorable information with respect to an applicant, consideration shall be given to the time, nature, and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct or financial prospects.

## II. QUALIFICATIONS FOR ADMISSION

A. It is VIHA's policy to admit qualified applicants only. An applicant is qualified if he or she meets the following criteria:

1. Is a **family** as defined in this Section C of this Chapter;
2. Heads a household where all members of the household are either **citizens or eligible non-citizens**;
3. Has an **Annual Income** at the time for admission that does not exceed the low or very low income limits for occupancy established by HUD and posted separately in the VIHA offices.

The low-income limits as defined by HUD are applicable only to new admissions to properties with a Date of Full Availability prior to 10-1-81.

The very low-income limits as defined by HUD are applicable only to new admissions to properties with a Date of Full Availability prior to 10-1-81.

4. Provides a **Social Security number** for all family members, age 6 or older, or will provide written certification that they do not have Social Security numbers;
5. Meets or exceeds the **Tenant Selection and Suitability Criteria** set forth in this policy, including attending and successfully completing VIHA approved pre-occupancy class.
6. Is not currently adequately housed in a VIHA dwelling unit. Applicants who are listed on a current VIHA dwelling lease (or are part of the household as verified by VIHA records) and reside in a unit meeting the occupancy standards for the family size are not qualified for admission and will not be placed on the waiting list for new applicants.

The VIHA may make exception to this policy due to emergency conditions including but not limited to severe harassment, hate crimes, and witness protection, as authorized by the VIHA's Executive Director.

### Timing for the Verification of Qualifying Factors

The qualifying factors of eligibility will not be verified until the family is in a position on the waiting list to be offered a housing unit.

## **B. FAMILY COMPOSITION**

To be eligible for admission, an applicant must meet the following conditions:

The applicant must qualify as a Family. A Family may be a single person or a group of persons. Discrimination on the basis of familial status is prohibited, and a group of persons will not be denied solely on the basis that blood, marriage or operation of law does not relate to them.

### **Definition of a Family:**

1. A family is defined as two or more persons regularly living together, regularly living together in a stable family-type relationship who will live together in the Virgin Islands Housing Authority (VIHA) public housing communities.
2. Two or more persons who are not related by blood, marriage, adoption, guardianship or operation of law, but are regularly living together, can verify shared income or resources, and will live together in the VIHA public housing communities.
3. Two or more persons who intend to share residency whose income and resources are available to meet the family's needs, and will live together in VIHA public housing communities.

The term Family also include, but is not limited to:

1. A family with or without children;
2. An elderly family;
3. A near elderly family;
4. A displaced family;
5. A disabled family;
6. The remaining member of a tenant family;
7. A single person who is not elderly, displaced, or a person with disabilities, or the remaining member of a tenant family;
8. Two or more elderly or disabled persons living together, or one or more elderly or disabled person living with one or more live-in aides is a family;
9. Two or more near-elderly persons living together, or one or more near-elderly persons living with one or more live-in aides.

The temporary absence of a child from the home due to placement in foster care shall not be considered in determining the family composition and family size.

### **Head of Household**

The head of household is the adult member of the household who is designated by the family as head, is wholly or partly responsible for paying the rent, and has the legal capacity to enter into a lease under Territorial/Local Law. Emancipated minors who qualify under Territorial law will be recognized as head of household.

A family may designate an elderly or disabled family member as head of household solely to qualify the family as an Elderly Household, provided that the person is at least partially responsible for paying the rent.

**Spouse of Head**

Spouse is defined as the husband or wife of the head.

For proper application of the Non-citizens Rule, the definition of spouse is: the marriage partner who, in order to dissolve the relationship, would have to be divorced. The term “spouse” does not refer to boyfriends, girlfriends, significant others, or co-heads.

**C. SPECIAL ELIGIBILITY PROVISION RELATING TO APPLICANTS OR RESIDENTS REQUIRING A LIVE-IN AIDE**

Applicants and/or tenants who have indicated that they can not live independently and/or fully discharge their responsibilities of tenancy will be able to do so with the assistance of a Live-In Aide (LIA) living in the unit. When an applicant or tenant provides documentation to the Housing Authority that a Live-In Aide is required and available, the following provisions shall apply:

In accordance with 24 CFR, Subpart D, Section 5.403, a Family may include a Live-In Aide provided that such live-in aide:

1. Is determined by the Virgin Islands Housing Authority (VIHA) to be essential to the care and well being of an elderly person, a near-elderly person, or a person with disabilities;
2. Is not obligated for the support of the person(s);
3. Would not be living in the unit except to provide care for the person(s), and;
4. Is 18 years of age or older.

A Live-in Aide is not considered to be an assisted family member and has no rights or benefits under the program:

1. Income of the Live-In Aide will not be counted for purposes of determining eligibility or level of benefits;
2. Live-In Aides are not subject to Non-Citizen Rule requirements; and
3. Live-In Aides may not be considered as a remaining member of the tenant family.

Relatives are not automatically excluded from being Live-In Aides, but they must meet all of the elements in the Live-In Aide definition described above. Family members of a Live-In Aide may also reside in the unit, providing doing so does not increase the subsidy by the cost of an additional bedroom and that the presence of the family member(s) does not overcrowd the unit.

A Live-In Aide may only reside in the unit with the approval of the VIHA. Written verification will be required from a reliable, knowledgeable professional, such as a doctor, social worker, or caseworker. The verification provider must certify that a Live-In Aide is needed for the care of

the family member who is elderly, near elderly (50-61) or disabled. Verification must include the hours the care will be provided.

1. Unit Size Consideration: The Applicant and the Live-In Aide may each be allocated a separate bedroom. However, because the availability of two-bedroom units in elderly developments is limited, the Housing Authority may allow the applicant to choose from the following options with the understanding that no transfer request will be honored after occupancy:
  - A. To be considered for a two-bedroom unit in an elderly development;
  - B. To be considered for a one-bedroom unit in an elderly development;
  - C. To be considered for a two-bedroom unit in a family development.
2. The primary tenant is responsible for all acts of all household members with respect to the requirements of the dwelling lease. Any violation of lease provisions by the Live-In Aide may be cause for eviction of the household. Additionally, Live-In Aides would not be listed on the lease and could not become a remaining family member for continued occupancy purposes; and the income of a Live-In Aide would not be counted in determining the family's income. This would be in accordance with HUD Handbook 7465.1 Rev.2, Chapter 3 (4) (c).

#### **D. CITIZENSHIP/ELIGIBLE IMMIGRATION STATUS**

In order to receive assistance, a family member must be a U.S. citizen or eligible immigrant. Individuals who are neither may elect not to contend their status. Eligible immigrants are persons who are in one of the six immigrant categories as specified by HUD.

For the Citizenship/Eligible Immigration requirement, the status of each member of the family is considered individually before the family's status is defined.

Mixed Families: A family is eligible for assistance as long as at least one member is a citizen or eligible immigrant. Families that include eligible and ineligible individuals are called "mixed". Applicant mixed families are eligible for prorated assistance.

No Eligible Members: Applicant families that include no eligible members will be ineligible for assistance. Such families will be denied admission and offered an opportunity for a hearing.

Non-Citizen Students defined by HUD in the non-citizen regulations are not eligible for assistance.

### III. APPLICATIONS FOR ADMISSION

#### A. Introduction

Interested persons may apply for admission to any VIHA community by completing a brief pre-application form. Completed pre-applications must be submitted in person or by mail to the Division of Leasing. The Office is open every business day from 8:00 a.m. to 5:00 p.m. Anyone may apply; the Housing Authority will deny no one the right to submit a pre-application. All pre-applications will be time and date stamped upon receipt and all applicants will receive an acknowledgement by mail.

Should the Authority have reason to either close or re-open the application pool, a public announcement will be made clearly stating the procedure to be employed in determining the position of each applicant on the waiting list.

Each applicant is responsible for informing the Housing Authority if the family's address or phone number changes or if there are any changes in the members of the household. Failure to do so may result in an application being withdrawn.

#### B. Pre-Applications

##### 1. Receipt of Pre-Applications

- a. Standard Application Procedure: The standard chronological application procedure shall apply at all times. When the Standard Application Procedure is employed, date and time of receipt of the pre-application determines position on the waiting list, except that applicant eligible for selection preferences are placed ahead of others as explained in Section V, Part A - Order of Selection.

##### 2. Process of Pre-Applications

- a. It is the responsibility of the applicant to accurately and completely fill out the pre-application. If an incomplete pre-application is received, VIHA staff will make reasonable efforts to contact the applicant and inform him/her of additional information required. If those efforts fail, the pre-application will be withdrawn. Reasonable efforts shall not exceed one letter or, if no address is provided, two telephone calls. A record of those efforts shall be maintained with the pre-application.
- b. Notification of Status: Information provided by the applicant on the Pre-Application will be reviewed to determine if the applicant appears to be eligible

- i. Each apparently eligible applicant will be advised in writing of his/her status on the waiting list, the unit size required, and any preference(s) the applicant has been assigned, the approximate date a unit will be available (insofar as that date can be reasonably determined), and that a final eligibility determination will be made when the family makes a formal application shortly before a unit is actually available.
  - ii. Each ineligible applicant shall be notified in writing of the reason for his/her ineligibility and of his/her right to provide the tenant selection staff with additional information and/or to request, within fifteen (15) days, an informal review to discuss the ineligibility determination. Any applicant determined eligible after the submission of additional information or through an informal review shall be placed on the waiting list according to the original application date.
- c. Waiting List Update: In the interest of maintaining an accurate waiting list of apparently eligible households, the VIHA will periodically mail requests to each applicant for updated household information. Each applicant will be required to respond within a specific time frame which shall be no less than two weeks. The application of any household which fails to respond to the update request by the specified deadline date will be withdrawn. Once a pre-application is withdrawn, it may be re-activated only upon a proper showing of unavailability or other mitigating circumstances. In all other instances, to be considered for admission, an applicant whose application has been withdrawn will be required to reapply.

An applicant may withdraw his/her application at any time. However, a withdrawn application cannot be reactivated. An applicant who has withdrawn an application will be required to re-apply.

When an applicant fails to keep a scheduled interview or fails to respond to the Authority concerning information that is necessary to process the application, the Authority will notify the applicant in writing that he/she has ten (10) working days within which to re-schedule the interview or provide the needed information. If the applicant fails to respond within that period, the application will be withdrawn from the waiting list.

The Authority will consider mitigating circumstances such as health problems in determining if the application should be withdrawn.

C. Final Eligibility Determination

1. Formal Application: When staff estimate that a unit will be available within the next several months, applicants will be invited to attend an interview and submit a formal application, after which the screening and tenant selection process will commence.
2. Verification of Eligibility and Preference Status: Each applicant household shall be required to provide information and authorization necessary to enable Division of Leasing staff to verify the applicant's qualification for preference status and the household's eligibility by income, household composition and conformance to the Authority's Tenant Selection Criteria (see Section V, page 32). Verification shall be from third party sources whenever possible.
  - a. Each applicant household shall have an interview with a member of the Leasing staff in the Division of Leasing and a visit by a member of the Leasing staff at the applicant's residence. Every member of the applicant household must be present at either the office visit or the home visit except when there are extenuating circumstances. An appointment for the home visit is generally scheduled during the application interview. If the applicant is not at home at the time of the scheduled home visit and has not called to re-schedule, the applicant's file will be withdrawn and the applicant will be required to re-apply. VIHA staff conducting the home visit may bring a camera to record conditions found. Staff will be looking at all indications of the applicant's ability to comply with the conditions of responsible tenancy.
  - b. All applicants will be processed in accordance with HUD's regulations (24 CFR Part 960) and sound management practices. Applicants will be required to demonstrate ability to comply with essential provisions of the lease as summarized below.

**Ability to Comply with Essential Lease Provisions**

All applicants must demonstrate through an assessment of current and past behavior the ability:

- i. to pay rent and other charges as required by the lease in a timely manner;
- ii. to care for and avoid damaging the unit and common areas;

- iii. to use facilities, appliances and equipment in a reasonable way;
- iv. to create no health or safety hazards, and to report maintenance needs in a timely manner;
- v. not to interfere with the rights and peaceful enjoyment of others and to avoid damaging the property of others;
- vi. not to engage in criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents or staff; and not to engage in drug related criminal activity on or off VIHA premises;
- vii. to comply with necessary and reasonable rules and program requirements of HUD and the VIHA; and
- viii. to comply with local health and safety codes.

3. **Denial of Admission for Previous Debts**

Applicants with previous debts will be permitted to execute a Repayment Agreement at the time of application, but any balance must be paid in full prior to final determination of eligibility. Under no circumstances will an applicant with a debt be offered a unit.

4. **Denial of Admission for Drug-Related and/or Other Criminal Activity**

To be determined eligible, the family must not engage in drug-related or other criminal activity including violent criminal activity by and Family member. No member of the applicant's family may have engaged in drug related or violent criminal activity with the past three (3) years.

If either as a result of the standardized inquiry or the receipt of a verifiable referral, there is indication that the family or any family member is engaged in drug-related criminal activity or violent criminal activity, the VIHA will conduct closer inquiry to determine whether the family should be denied admission.

The VIHA will check criminal history for all applicants/adults in the household to determine whether any member of the family has engaged in violent or drug-related criminal activity.

a. **Ineligibility if Evicted for Drug-Related Activity**

Drug-related criminal activity is the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use a controlled substance.

Drug-related criminal activity means **on or off** the premises, not just on or near the premises.

Person evicted from public housing, Indian housing, Section 23, or any Section 8 program because of drug-related criminal activity are ineligible for admission to public housing for a three-year period beginning on the date of such eviction.

The VIHA may waive this requirement if:

1. The person demonstrates successful completion of a rehabilitation program approved by the VIHA, or
2. The circumstances leading to the eviction no longer exist in the household because the person is incarcerated or deceased.

**\*Please note that in the case of incarceration, applicant must agree in writing that the person incarcerated will not reside in the unit upon release.**

a. Screening Out Illegal Drug Users and Alcohol Abusers

The VIHA will prohibit admitting any person to public housing in cases where the VIHA demonstrates that there is reasonable cause to believe that the person is illegally using a controlled substance, or abuses alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment of the premises by other residents. This includes cases where the VIHA determines that there is a **pattern** of illegal use of a controlled substance or **pattern** of alcohol abuse.

\*\*The VIHA may waive application of this policy if the person demonstrates to the VIHA's satisfaction that the person is no longer engaging in the illegal use of a controlled substance or abuse of alcohol, and;

1. Has successfully completed a supervised drug or alcohol rehabilitation program; or
2. Has otherwise been rehabilitated successfully; or
3. Is participating in a supervised drug or alcohol rehabilitation program

b. Other Criminal Activity

Other criminal activity means a history of criminal activity involving crimes of actual or threatened violence to persons or property, or a history of other criminal acts, conduct or behavior which would adversely affect the health, safety, or welfare of other residents.

For the purposes of this policy, this is construed to mean that a member of the current family has been arrested or convicted of any criminal or drug-related criminal activity within the past 36 months.

No family member may have engaged in or threatened abusive or violent behavior toward VIHA personnel.

No family member may have committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program in the last three (3) years.

c. Confidentiality of Criminal Records

The VIHA will ensure that any criminal record received is maintained confidentially, not misused or improperly disseminated, and destroyed once the purpose for which it was requested is accomplished.

d. Disclosure of Criminal Records to Family

Before the VIHA takes any adverse action based on a criminal conviction record, the applicant or tenant will be provided with a copy of the criminal record and an opportunity to dispute the record. Applicants will be provided an opportunity to dispute the record at an informal hearing. Tenants may contest such records at the court hearing in the case of evictions.

5. Ability to Meet VIHA's Admission Criteria

A. Suitability screening resources can include, but are not limited to:

1. Previous VIHA or other PHA records;
2. Personal interviews with applicants and family members;
3. Interviews with current or previous landlords, employers, credit bureaus; family social workers, parole officers;
4. Police records; and
5. Home visits.

B. The VIHA's examination of relevant information pertaining to past and current habits or practices will include, but is not limited to an assessment of:

1. The applicant's past performance in meeting financial obligations, especially rent.
2. A record of disturbance of neighbors, disturbances sufficient to warrant a police call, destruction of property, or living or housekeeping habits at present or prior residences which may adversely affect the health, safety, or welfare of other tenants or neighbors.
3. Any history of criminal activity on the part of any applicant family member involving crimes of physical violence to persons or property, and other criminal acts, including drug-related criminal activity.
4. A record of eviction from housing or involuntary termination from residential programs, taking into account date and circumstances.
5. An applicant's ability and willingness to comply with the terms of the VIHA's lease.
6. The ability and willingness of an applicant to comply with the essential lease requirements will be verified and documented by the VIHA. The information to be considered in the screening process shall be reasonably related to assessing the conduct of the applicant and other family members listed on the application and prior housing.

The history of applicant conduct and behavior must demonstrate that the applicant family can reasonably be expected not to:

1. Interfere with other residents in such a manner as to diminish their peaceful enjoyment of the premise by adversely affecting their health, safety, or welfare. [24 CFR 960.205(b)]
2. Adversely affect the physical environment or financial stability of the project. [24 CFR 960.205(b)]
3. Violate the terms and conditions of the lease. [24 CFR 8.3]
4. Require services from VIHA staff that would alter the fundamental nature of the VIHA's program. [24 CFR 8.3]

The VIHA will conduct a detailed interview of all applicants. The interview form will contain questions designed to evaluate the qualifications of applicants to meet the essential requirements of tenancy. Answers will be subject to third party verification.

The VIHA will complete a credit check and rental history on all applicants.

The VIHA will complete a criminal background check on all adult members of the applicant's household, or any member for which criminal records are available.

Applicants must be able to demonstrate the ability and willingness to comply with the terms of the lease, either alone or with assistance which they can demonstrate that they have or will have at the time of admission. (24 CFR 8.2 Definition: Qualified Individual with Handicaps) The availability of assistance is subject to verification by VIHA.

The minimum age for admission as head of household is eighteen (18), to avoid entering into leases that would not be valid or enforceable under applicable law.

**Prohibited Criteria for Denial of Admission** Applicants will NOT be rejected because they:

1. Have no income;
2. Are not employed;
3. Do not participate in a job training program;
4. Will not apply for various welfare or benefit programs;
5. Have children;
6. Have children born out of wedlock;
7. Are on welfare; and
8. Are students.

6. **Rent Paying Habits**

The VIHA will examine any Housing Authority records from a prior tenancy, and will request written references from the applicant's current landlord and may request written references from former landlords for up to the past three (3) years.

Based upon these verifications, the VIHA will determine if the applicant was chronically late with rent payments, was evicted at any time during the past five (5) years for non-payment of rent, or had other legal action initiated against him/her for debts owed. Any one of these circumstances could be ground for an ineligibility determination, depending on the control the applicant had over the situation.

Applicants will not be considered to have a poor credit history when they were occasionally late paying bills or rent in the past (**fewer than five (5)**)

**times per year**); were delinquent in rent because they were withholding rent due to substandard housing conditions in a manner consistent with local ordinance; or had a poor rent paying history clearly related to a rent excessive relative to their income (using more than 50% of their gross income as a guide,) and responsible efforts were made to resolve the non-payment problem.

The lack of a credit history will not disqualify a family, but a poor credit history will, with the exceptions noted above.

#### **7. Screening Applicants Who Claim Mitigating Circumstances**

Mitigating circumstances are facts relating to the applicant's record of unsuitable rent history or behavior, which, when verified would indicate both: (1) the reason for the unsuitable rental history and/or behavior; and (2) that the reason for the unsuitable rental history and behavior is no longer in effect or is under control, and the applicant's prospect for lease compliance is an acceptable one, justifying admission.

- a. If unfavorable information is received about an applicant, consideration shall be given to the time, nature and extent of the applicant's conduct and to factors that might indicate a reasonable probability of favorable future conduct. In order to be factored into the VIHA's screening assessment of the applicant, mitigating circumstances must be verifiable.
- b. If the mitigating circumstances claimed by the applicant relate to a change in disability, medical condition or course of treatment, the VIHA shall have the right to refer such information to persons who are qualified and knowledgeable to evaluate the evidence and to verify the mitigating circumstance. The VIHA shall also have the right to request further information reasonably needed to verify the mitigating circumstance, even if such information is of a medically confidential nature. Such inquiries will be limited to the information necessary to verify the mitigating circumstances or, in the case of a person with disabilities, to verify a reasonable accommodation.
- c. Example of mitigating circumstances might include:
  1. Evidence of successful rehabilitation;
  2. Evidence of applicant family's participation in social service or other appropriate counseling service; and

3. Evidence of successful and sustained modification of previous disqualifying behavior.
- d. Consideration of mitigating circumstances does not guarantee that the applicant will qualify for admission. The PHA will consider such circumstances in light of:
1. The applicant's ability to substantiate through verification the claim of mitigating circumstances and his/her prospects for improved future behavior; and
  2. The applicant's overall performance with respect to all the screening requirements; and
  3. The nature and seriousness of any criminal activity, especially drug related or violent criminal activity, that appears in the applicant's record.

#### 8. **Information Required**

Information may be required for any or all household members. Information may be obtained through interviews and observations with applicants and others, telephone conversations, letters, home visits, credit checks and other reasonable methods deemed necessary by the Authority.

#### 9. **Reasonable Verification Efforts**

The applicant is required to make available all pertinent information at his/her disposal to assist the Authority staff in verifying eligibility information and to verify eligibility information and to authorize the release of information to the authority when necessary. However, the applicant shall not be penalized either by denial of admissions or by unreasonable delay of placement solely because third party sources have failed to respond to requests for information. When the applicant and the Authority have made all reasonable efforts to obtain information and the third party source has failed to respond, the Authority shall proceed with the processing of the applications using the best available information.

#### 10. **Changes in Unit Size Determination**

If, during the final eligibility determination, or at any other time prior to placement, it is discovered that the family composition has changed making the family eligible for a different size unit, the family's application shall be placed on the waiting list for the new unit size based on the original date.

11. **Determination of Ineligibility and Notification**

Any applicant determined ineligible shall be notified according to the procedures described in Section 1, Part F, Item B, 1, b, ii.

D. **Informal Review**

Within fifteen (15) working days of the receipt of a request from an ineligible applicant for an informal review, the Authority shall notify the ineligible applicant of the time and date of the review. The review is to be conducted by an impartial review officer who will be a staff member who had no part in the eligibility determination, appointed by the Director of Management and Tenant Services. The review officer will make a determination on the merits of the evidence presented. Within ten (10) days, a written decision will be mailed to the applicant; one (1) copy of the written decision will be retained in one applicant's file. If the review officer determines that the applicant was improperly denied a federal preference, tenant selection staff will promptly process the application and inform the applicant of his/her status.

IV. **UNIT SIZE ASSIGNMENT**

Units will be assigned to applicants so that no less than one (1) and no more than two (2) persons will occupy a bedroom. Persons of the opposite sex shall not occupy the same bedroom except for married or cohabiting couples. Two (2) children of the same sex may be required to share a bedroom regardless of age. Children of the opposite sex may be required to share a bedroom if both are under age three (3).

Generally, children shall not be required to share a bedroom with a parent. However, one child under three (3) may share a bedroom with one parent if there are no larger units available for the family.

No assignments of units will be made which require use of the living room for sleeping.

Using the above guidelines, the following standards will determine the number of bedrooms required.

<u>NUMBER OF BEDROOMS</u>	<u>NUMBER OF PERSONS PER UNIT</u>	
	<u>MINIMUM</u>	<u>MAXIMUM</u>
0	1	1
1	1	2
2	2	4
3	3	6
4	5	8
5	7	10

A separate bedroom may be provided for an individual family member if the family presents documentation sufficient to convince the VIHA that the individual's physical or mental health requires separate sleeping quarters.

## V. TENANT SELECTION

### A. Order of Selection/Admission Preferences

The VIHA has two methods of selecting applicants for admission into public housing. For each unit size, eligible applicants will be selected in the following order based upon Federal and Local Preferences as permitted under the 10% rule.

VIHA has elected to adopt all three (3) Federal preferences into its local preference policy.

The three (3) Federal Preferences as implemented by HUD and adopted by VIHA are as follows:

1. Involuntarily displaced: due to disaster or domestic violence and not living in standard, permanent replacement housing.
2. Substandard housing: where the unit is dilapidated, or does not have electricity or has unsafe or inadequate electrical services, or does not have a safe or adequate source of heat, or does not have a usable flush toilet or bathtub/shower inside the unit for the exclusive use of the family, or does not have a kitchen.
3. Paying more than 50% of family income for rent: The actual amount due, calculated on a monthly basis, under a lease or occupancy agreement between a family and VIHA; and in the case of utility purchased directly by tenants from utility providers.

All three preferences will be given equal weight with date and time of application being the determining factor for admission. Although each preference has equal weight, additional consideration will be given to applicants who qualify for more than one Federal preference (Two preferences outweigh one, and three outweigh two).

Consistent with Federal regulations, an applicant that is one or two person elderly, disabled or displaced family will be given a preference over an applicant that is a single person who is not an elderly or displaced person or a person with disabilities, regardless of the applicant's federal or local preference.

In accordance with the law, all applicants must certify that they qualify for any of the three (3) preferences.

Fifty (50%) percent of total waiting list admissions for Public Housing in each successive one-year period must be families who qualify for Federal preference, provided that there are preference holders available on the waiting list.

Local Preferences: as permitted under the 10% rule are as follows:

1. Families of veterans and serviceman not qualifying as displaced families. As among such families, the following order of preference is to be observed.
  - a. Families of disabled veterans (service connected disability);
  - b. Families of deceased veterans or servicemen (service connected death);
  - c. Families of other veterans or servicemen
2. Elderly and persons with a disability
3. Other Families
  - a. Families not qualifying or disabled veterans and military personnel
  - b. Families with higher income to correct or avoid concentration of the most economically and socially deprived families on one or all of our communities.
4. VIHA shall give a local preference for admission to working families. The local preference of admitting working families will enable us to use this preference to greater advantage by increasing the number of working families in our communities.

All displaced families referred to in the above categories who have been displaced within a three (3) year period prior to the date of application for admission, without having obtained standard housing during the interviewing period. This local preference will be managed in accordance with our Eligibility for Admission and Tenant Selection and Assignment Plan.

NOTE: An applicant may not qualify for this preference if he/she is paying more than 50% of income for rent because the applicant's assistance under the United States Housing Act of 1937 or Section 101 of the Housing and Urban Development Act of 1965 has been terminated as a result of the applicant's failure to comply with program policies and procedures with respect to occupancy of under-occupied and overcrowded units.

5. All other applicants in chronological order based upon the date and time of the Pre-application.

B. Unit Offers

The Authority will offer a vacant suitable unit to the next applicant on the waiting list. An applicant will receive a written confirmation of a unit offer and must respond to

accept or reject the offer within five (5) business days from the date the notice was mailed.

If an applicant does not respond to a unit offer mailed to the last known address within five (5) business days from the date the notice was mailed, the application will be withdrawn and the applicant will be required to re-apply.

If the applicant chooses to reject the unit offer, the applicant's name will be moved to the bottom of the waiting list. The preference of involuntarily displaced by government action shall no longer apply to an applicant who refuses a unit offer.

For the purposes of this Policy, the applicant would not be considered to have been offered a unit if he/she informs the VIHA of one of the following circumstances:

1. The unit is not of the proper size and/or type and the applicant would only be able to reside there temporarily.
2. The unit contains lead-based paint, and accepting the offer could result in subjecting the applicant's child(ren) under seven (7) years of age to lead-based paint poisoning.
3. The applicant is unable to move at the time of the offer and presents clear evidence which substantiates this to the Authority's satisfaction. Examples:
  - A doctor verifies that the applicant has just undergone major surgery and needs a period to recuperate;
  - A court verifies that the applicant is serving on a jury which has been sequestered.
4. Accepting the offer would result in undue hardship to the applicant not related to consideration of race, color, religion, creed, sex, sexual orientation, national origin, handicap, familial status, familial composition, age, military status or source of income.

## **VI. LEASE**

- A. Lease Execution: Prior to admission, a Lease shall be executed by the head and spouse or co-heads of the household and by the Housing Authority's designee, the Housing Manager. One (1) executed copy of the Lease is given to the tenant and one (1) is retained in the tenant's file. Provisions of the Lease become a part of this Policy by reference.

The following provisions govern Lease executions and amendments:

1. A Lease is executed at admission of new tenants.
2. A Lease is executed at the time of transfer for any tenant moving from one dwelling unit in a project to another dwelling unit in any VIHA project.
3. A “Notice of Rent Adjustment” is prepared and executed by the Housing Authority when a tenant’s rent is changed. The original is given to the tenant and a copy is attached to the tenant’s Lease as an amendment.
4. To comply with VIHA regulations, all elderly tenants must provide a certified Local Sponsor Statement in the event of emergencies or the inability to live independently.
5. If, for any reason, any signer of the Lease ceases to be a member of the tenant family, the Lease is to be cancelled and a new Lease executed and signed by a remaining member of the family who can qualify as a Lessee provided the family is otherwise eligible for continued occupancy. If no member is qualified to sign a new Lease, the existing Lease is to be cancelled and the family required to vacate.
6. All members of the household are listed on the Application which is attached to and considered part of the Lease. No other person may reside in the dwelling unit.

B. Utility Services

Prospective tenants responsible for direct payment of utility bills must assure the Housing Authority that the necessary utility service(s) for the anticipated unit will be obtained in order to comply with the requirement of a safe, sanitary and healthful living environment. The tenant must abide by the requirements of the specific utility company including any requirements for a deposit. A tenant’s failure to maintain utility service at all times during his/her tenancy is a Lease violation and grounds for eviction.

C. Security Deposit

Prospective tenants must pay a security deposit to the Housing Authority at the time of admission. The security deposit for all households will be \$100.00.

A minimum of \$25.00 must be paid with the first month’s rent before a new tenant may receive his/her keys. Provisions may be made for payment of the remaining deposit by households in monthly installments of no less than \$25.00 during the first three (3) months of occupancy.

The Virgin Islands Housing Authority will retain all or part of this security deposit to reimburse the Authority for any and all loss, damage and expense resulting from tenants violations of the terms of lease. Tenant acknowledges that the Security Deposit is not to be used as payment for the last month's rent.

D. Evictions

1. The Lease is the contract between the Authority and the tenant which governs the conditions of tenancy and determines when eviction is appropriate. The Housing Authority will abide by the Lease, all HUD regulations and local laws with regard to eviction notices, the serving of those notices and a tenant's right to appeal.
2. Written records documenting eviction actions shall be maintained by the Authority and shall contain the following information:
  - a) Name of tenant and identification of unit occupied.
  - b) Copies of the Pre-termination Notice and subsequent notices.
  - c) Specific reason(s) for eviction. For example, if a tenant is being evicted for undesirable actions, the record shall detail the actions for which the eviction has been instituted.
  - d) Response or answers, if any, received from the tenant.
  - e) Date and method of notifying tenant of reasons and showing a summary of any conference(s) with the tenant, including the names of conference participants.
  - f) Dated and signed records of the minutes of any hearings held.
  - g) Date and description of the final action taken.

VII. RE-EXAMINATION OF INCOME, ADJUSTMENTS AND FAMILY COMPOSITION

A. Annual Re-examination Procedures

1. The income, allowances and family composition of each household will be re-examined within 12 months of the family's move-in date and no less than once each year thereafter. Re-examinations determine the tenant's monthly rent, eligibility for continued occupancy and the required unit size. The VIHA follows all pertinent HUD regulations in its completion of re-examinations.

2. At least 90 days in advance of the scheduled Annual Re-examination Effective Date (see definition of re-examination effective date in the Appendix), the head of the household and spouse will be notified by mail that they are required to participate in a scheduled interview, provide all specified information, complete and Application for Continued Occupancy, and sign the HUD required Certification forms.
3. Employment and income data, assets, full-time student status, medical expenses (elderly families only), child care expenses, eligible student-alien status (when applicable), and handicapped assistance expenses will be verified, documented and placed in the tenant's folder.

Third party verifications in writing are preferred. Oral third party verifications are acceptable, if properly documented. Obtaining documents from the tenant and photocopying is an acceptable form of verification when not prohibited by law. When such documents cannot be photocopied, Housing Authority staff will sign a statement confirming that the verification documents were viewed by recording the document source, date, time, amount, etc. All verifications will be maintained in the tenant's folder.

Verified information will be analyzed and a determination of rent and of the appropriate unit size made in accordance with Sections IV and X of this Policy.

4. Temporary Rent Determinations: When it is not possible to determine the anticipated annual income with any reasonable degree of accuracy at the time of admission or re-examination, a rent will be established giving due consideration to the tenant's past income and other available information and an interim re-examination will be scheduled to take place within 30 to 90 days.
5. Changes in Rent:
  - a. Increases in rent will be effective on the scheduled re-examination date, with reasonable advance notice provided the tenant has complied with all reporting requirements. When the tenant has failed to do so, the Authority may increase the rent retroactive to the re-examination date. Retroactive charges will not be made when delays are solely the fault of the Authority or a verification source.
  - b. Decreases in rent shall take effect on the re-examination date as defined in the glossary.

**B. Eligibility for Continued Occupancy**

Families as defined in Section 1, Part C of this Policy are eligible for continued occupancy, and renewal of a Lease will not be refused, or eviction proceedings commenced based on the income of the family unless the Housing Authority has identified for possible rental by the family, a unit of decent, safe and sanitary housing of suitable size available at a rent not exceeding the family's Tenant Rent as defined in the Glossary.

Only those occupants who meet the following criteria will be eligible for continued occupancy:

1. Who qualify as a family as defined in Section 2, Part C.
2. Who are in full compliance with tenant's obligations and responsibilities as listed in the tenant's dwelling Lease.

**C. Interim Re-examinations: Changes in Rent Between Annual Re-examinations**

Rent and other charges as fixed in Section X (page 43) will remain in effect for the period between regularly scheduled re-examinations except:

1. The tenant must report within 30 days;
  - All changes in the household composition; and
  - Any unemployed family member who becomes employed.
2. The tenant may report any of the following changes which would result in a decrease in tenant's rent:
  - Decrease in income expected to last at least sixty (60) days; and
  - Increase in allowances or deductions.

Decreases in the tenant's Total Tenant Payment will be effective the first day of the month following the month in which the change is reported. Increases will be effective after reasonable advance notice to the tenant.

3. An interim re-examination will be conducted if the tenant has misrepresented the facts upon which rent is based. In such cases, any increase in rent may be made retroactive.
4. Any other changes reported by tenants other than those listed in 1, 2, and 3 above will not be processed between regularly scheduled annual re-examinations.

5. Interim Re-examinations do not affect regularly scheduled Re-examination Effective Date.

**D. Changes in Household Composition**

1. The tenant is required to report any changes in household composition within ten (10) days of the change.
2. New household members may be added to the tenant's Lease if the new family member has been added as the result of birth, marriage, reconciliation with a spouse, legal custody or adoption to or by a family member of a household on the Lease. However, no new household member over the age of five (5) years may be added unless and until that person has provided the required information to the Housing Manager of Resident's Community and been determined eligible for admission according to the guidelines specified in Section II of this Policy. The Housing Authority has the right to deny admission to any person found to be ineligible.
3. A tenant must provide documentation as required by the Authority when reporting that a family member has left the household. In the case of an income producing household member, the Authority will require at least two (2) documents verifying the new address or other evidence deemed acceptable by the Authority. Utility bills, a driver's license, an automobile registration, voter's registration, an employer's verification, or a Lease or a rent receipt bearing the family member's name, new address and a date are examples of acceptable evidence. Court papers indicating that a family member has left the household such as Petition for Dissolution of Marriage, a Petition for an Order of Protection, or a Petition for Legal Separation are also acceptable.
4. A tenant eligible for a transfer to a larger or smaller unit as the result of approved changes in household composition may complete a transfer application (See Section XII) and be placed on the transfer list effective the date the transfer request is approved. A tenant reporting a decrease in household size which changes the unit size for which the family is eligible will not be required to be placed on the transfer list until the effective date of the family's next annual re-examination.

**E. Visitors**

Any adult not included on the HUD Form # 50058 who has been in the unit more than thirty (30) consecutive days, or a total of 45 days in a 12 month period, will be considered to be living in the unit as an unauthorized household member, unless prior approval has been sought from the Housing Manager of resident community.

Absence of evidence of any other address will be considered verification that the visitor is a family/household member.

Statements from neighbors and/or VIHA staff will be considered in making the determination.

Use of the unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence.

The burden of proof the individual will be considered an unauthorized member of the household and the VIHA will evict the family since prior approval was not requested for the addition.

**F. Reporting Absences to the VIHA**

If a family member leaves the household, the family must report this change to the VIHA, in writing, within ten (10) days of the change and certify as to whether the member is temporarily absent or permanently absent.

The VIHA will conduct an interim evaluation for changes that affect the TTP in accordance with the interim policy.

1. Definition of Temporarily/Permanent Absent

The VIHA must compute all applicable income of every family member who is on the lease, including those who are temporarily absent. In addition, the VIHA must count the income of the spouse or the head of the household if that person is temporarily absent.

Income of persons permanently absent will not be counted. If the spouse is temporarily absent and in the military, all military pay and allowances (except hazardous duty pay when exposed to hostile fire and any other exceptions to military pay HUD may define) is counted as income.

It is the responsibility of the head of household to report changes in family composition. The VIHA will evaluate absences from the unit in accordance with this policy.

2. Absence of Entire Family

These policy guidelines address situations when the family is absent from the unit, but has not moved out of the unit. In cases where the family has moved out of the unit, the VIHA will terminate tenancy in accordance with the appropriate lease termination procedures contained in this Policy.

Families are required to notify the VIHA before they move out of a unit in accordance with the lease and to give the VIHA information about any family absence from the unit.

Families must notify the VIHA if they are going to absent from the unit for more than thirty (30) consecutive days.

If the entire family is absent from the assisted unit for more than sixty (60) consecutive days without notice, the unit will be considered to be vacated and the assistance will be terminated.

Absence without notice means that no member of the household is residing in the unit.

In order to determine if the family is absent from the unit, the VIHA may:

1. Conduct a home visit;
2. Write letters to the family at the unit;
3. Telephone the family at the unit;
4. Interview neighbors; and
5. Verify if utilities are in service.

A person with a disability may request an extension of time as an accommodation.

If the absence which resulted in termination of assistance was due to a person's disability, and the VIHA can verify that the person was unable to notify the VIHA in accordance with the lease provisions regarding absences, and if a suitable unit is available, the VIHA may reinstate the family as an accommodation if requested by the family.

3. Absence of Any Member

Any member of the household will be considered permanently absent if s/he is away from the unit for three (3) consecutive months or one hundred and twenty (120) days in a twelve (12) month period except as otherwise provided in this Chapter.

4. Absence due to Medical Reasons

If any family member leaves the household to enter a facility such as a hospital, nursing home, or rehabilitation center, the VIHA will seek advice from a reliable qualified source as to the likelihood and timing of their return. If the verification indicates that the family member will be permanently confined to a nursing home, the family member will be considered permanently absent. If the verification indicates that the family member will return in less than 180 consecutive days, the family member will not be considered permanently absent.

If the person who is determined to be permanently absent is the sole member of the household, assistance will be terminated in accordance with the VIHA's "Absence of Entire Family" policy.

5. Absence due to Incarceration

If any member is incarcerated for more than sixty (60) consecutive days, s/he will be considered permanently absent. Any member of the household, other than the sole member will be considered permanently absent if s/he is incarcerated for two (2) consecutive months or 90 days in a twelve (12) month period.

The VIHA will determine if the reason for incarceration is for drug-related or violent criminal activity and seek termination of the lease if appropriate.

**VIII. Abandonment of Unit**

If, at any time prior to the end of the term, Tenant abandons or vacates the apartment, or removes substantially all of tenant's personal possessions from the unit, the Virgin Islands Housing Authority will immediately enter and renovate this unit. Such action shall have no effect upon this lease or tenant's obligation under this lease. Any property of tenant remaining in the unit in any such event shall be considered to be abandoned by tenant and may be disposed of by VIHA in a manner prescribed by law.

**IX. MISREPRESENTATION**

The tenant is to be notified in writing if the Authority finds evidence that the tenant has misrepresented facts affecting the family's eligibility or rent. Willful misrepresentation of facts may result in retroactive rent charges, eviction action, and/or criminal prosecution.

Section 1001 of Title 18 of the United States Code makes it a criminal offense to knowingly make a false statement to any department or agency of the United States as to any matter within its jurisdiction and establishes penalties of fines up to \$10,000.00 and/or imprisonment not to exceed five (5) years.

**X. ANNUAL AND ADJUSTED INCOME**

A. Income

The types of money which are to be used as income for purposes of calculating the Total Tenant Payment (TTP) are defined by the Department of Housing and Urban Development (HUD) in federal regulations. In accordance with this definition, income from all sources of each member of the household is documented.

B. Annual Income

The gross amount of income anticipated to be received by the family during the twelve (12) months after certification or re-certification. Gross income is the amount of income prior to any HUD allowable expenses or deductions, and does not include income which has been excluded by HUD. Annual income is used to determine whether or not applicants are within the applicable income limits. (24 CFR, Subpart 5, §5.609)

The Admissions and Continued Occupancy Policy amended to include new changes as to what are considered income inclusions and exclusions. These changes reflect changes in terminology as well as the new Income Inclusions and Exclusions as follows:

1. Inclusions:

Annual income means all amounts, monetary or not which:

- a. Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member;
- b. Are anticipated to be received from a source outside the family during the 12 month period following admission or annual re-examination effective date;
- c. Amounts derived (during the 12 month period) from assets to which any member of the family has access;
- d. The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
- e. The net income from the operation of a business or profession;
- f. Interest, dividends and other net income of any kind from real or personal property;
- g. The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount;
- h. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay;
- i. Welfare assistance;
- j. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from organizations or from persons not residing in the dwelling; and
- k. All regular pay, special pay and allowances of a member of the Armed Forces.

2. Exclusions

Annual income does not include the following:

- a. Income from the employment of children (including foster children) under the age of 18 years;
- b. Payments received for the care of foster children or foster adults (usually persons with disabilities, unrelated to the tenant family, who are unable to live alone);
- c. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;
- d. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

- e. Income of live-in aide;
- f. The full amount of student financial assistance paid directly to the student or to the educational institution;
- g. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- h. Amounts received under training programs funded by HUD;
- i. Temporary, nonrecurring or sporadic income (including gifts);
- j. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- k. Earnings in excess of \$480 for each full-time student 18 years old or older;
- l. Adoption assistance payment in excess of \$480 per adopted child; and
- m. For public housing only:
  - The earnings and benefits to any family member resulting from the participation in a program providing employment training and supportive services in accordance with the Family Support Act of 1988, Section 22 of the 1937 Act (42 U.S.C. 1437t), or any comparable Federal, Territorial or local law during the exclusion period.
  - For the purposes of this paragraph, the following definitions apply:
 

Comparable Federal, Territorial or local law means a program providing employment training and supportive services that:

    1. Is authorized by a Federal, Territorial or local law;
    2. Is funded by the Federal, Territorial or local government;
    3. Is operated or administered by a public agency; and
    4. Has as its objective to assist participants in acquiring employment skills.

A. *Exclusion period means the period during which the member participates in a program described in this section, plus eighteen (18) months from the date the family member begins the first job acquired by the family member after completion of such program that is not funded by public housing assistance under the 1937 Act. If the family member is terminated from employment with good cause, the exclusion period shall end.*

B. *Earnings and benefits means the incremental earnings and benefits resulting from a qualifying employment training program or subsequent job.*
- n. Deferred periodic amounts from supplemental security income and social security benefits that are received in a lump sum amount or in prospective monthly amounts.
- o. Amounts received by the family in the form of refunds or rebates under Territorial or local law from property taxes paid on the dwelling unit;

- p. Amounts paid by a Territorial agency to a family member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home or
- q. Amounts specifically excluded by any other Federal Statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR Subpart F, § 5.609 (c) apply. A notice will be published in Federal Register and distributed to PHA's and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary. apply. A notice will be published in Federal Register and distributed to PHAs and housing owners identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.

### 3. Medical Expenses

Examples of eligible medical expenses would include, but not be limited to:

- a. Service of doctors and other health care professionals;
- b. Services of health care facilities;
- c. Medical insurance premiums, including the Medicare deduction from Social Security benefits;
- d. Prescription and over the counter medicines;
- e. Transportation to and from medical facilities;
- f. Dental expenses;
- g. Eyeglasses, hearing aids, batteries;
- h. Cost of a Live-in Aide or periodic medical assistance;
- i. Monthly payments on accumulated major medical bills;
- j. If an elderly/disabled family incurs unanticipated medical expenses during the course of the year, they can have an interim re-determination performed after having submitted the required verifications;
- k. For elderly/disabled families who are claiming both medical expenses and handicap expenses, 3% of Annual Income shall be deducted only once from the sum of the two kinds of expenses; and
- l. Medical Care of Permanently Constitutionalized Family Member, if his/her income is included in Annual Income.

### 4. Child Care Expenses

This allowance is for verified expenses, not pre-paid or reimbursed, for the care of family members under age 13 so that another family member can work or go to school. Bear the following in mind when figuring child care expenses:

- a. In the case of employment, child care claimed is limited to the income earned;

- b. When a family member attends school, the amount of expenses claimed must be reasonable given the hours and type of care provided;
- c. Expenses for the care of foster children under the age of 13 are eligible provided all other requirements of the allowance are acceptably verified;
- d. Expenses may not be claimed for periods when there is an adult family member at home who could provide the care. This determination is made by the family, not the Authority.
- e. Where care is provided for children younger than thirteen (13) and children thirteen (13) and older, the total cost must be pro-rated so that only the portion for the care of the children under thirteen (13) is claimed.

C. Adjusted Income

The Annual Income minus any HUD allowable deductions. Adjusted income changed to reflect and state the age of thirteen (13) for deductions of child care to enable an adult member to work, attend school or actively seek employment and to include expenses for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work. [24 CFR Subpart F, § 5.611]

HUD has five (5) allowable deductions from Annual Income:

- 1. Dependent Allowance: \$480 each for family members (other than the head or spouse), who are minors, and for family members who are 18 and older who are full-time students or who are disabled.
- 2. “Elderly” Allowance: \$400 per household for families whose head or spouse is 62 or over or disabled.
- 3. Allowable medical expenses for all family members are deducted for elderly and disabled families.
- 4. Child care expenses for children under 13 are deducted when child care is necessary to allow an adult member to work, attend school, or actively seek employment.
- 5. Expenses for attendant care or auxiliary apparatus for persons with disabilities if needed to enable the individual or an adult family member to work.

**XI. SCHEDULE OF RENTS**

Total Tenant Payment (TTP) shall be higher of (a) 30% of a family monthly adjusted income; (b) 10% of family monthly income; (c) or \$50.

**XII. UNIT TRANSFERS**

A. Transfer requests may be generated by:

- 1. Housing Authority staff following an annual or interim re-examination where a change in family composition is reported; or

2. When a single pregnant female is originally housed in a bedroom by herself, upon the birth of the child, she may elect to remain in the same size unit or request to be transferred to a larger unit.
- B. Transfers to larger units may be approved only when the family size has increased through birth, marriage, legal adoption, reconciliation of separated spouses, or return of a minor to legal custody of the household. The overcrowded family becomes eligible to be placed on the transfer list on the date the transfer request is approved.
  - C. Transfers to smaller units are required at any time a decrease in family composition renders the family no longer eligible for the unit size it occupies. Overhoused families are placed on the transfer list at the first annual re-examination after the decrease in household composition occurs.
  - D. Overcrowded or Overhoused tenant families must complete an “Application for Transfer” form available in all Management Offices. The completed Application is signed by the Housing Manager, date and time stamped and forwarded to the Tenant Selection Office for approval and placement on a Transfer List. Transfer Applications will be approved only if tenants have paid all rent and other charges due and are otherwise in compliance with their Lease. Copies of the Transfer Application are maintained in the tenant file. (See sample form in Appendix - Transfer Request)
  - E. Transfers will be made without regard to race, color, religion, creed, sex, sexual orientation, national origin, handicap, familial status, familial composition, age, military status or source of income:
    - i. Tenants will not be transferred to a dwelling unit of equal size within a site or between sites except to alleviate hardship of the tenant or other undesirable conditions as determined by the Executive Director or designee;
    - ii. Transfers within sites or between sites shall be made to alleviate verified medical problems, correct occupancy standards or to permit comprehensive modernization. These transfers shall take priority over new admissions;
    - iii. Voluntary transfers between sites may be made to correct and avoid concentration of the most economically and socially deprived families in any one site, as determined by the distribution of rents and approved by the Executive Director. These transfers shall take priority over new admissions.

## F. Tenant Transfer Criteria

1. Standard Routine Transfers – Over/under housed tenants may be recommended for transfer at time of re-examination or interim re-determination. This is the only method used to determine over/under housed status. Tenants will be informed in their “Notice of Result of Re-examination” that a transfer was recommended and pending. Interviews will record transfer requirements on individual forms in duplicate for each Housing Manager affected by the transfer.

Tenants who owe back rent or other charges or evidence a pattern of late payment will not be considered for transfers. (Provided that emergency conditions are not an issue.)

- Two children of the same sex are expected to share a bedroom.

Unit transfers may be allowed to households in the following circumstances:

- For children expected to be born to pregnant women;
- Children who are in the process of being adopted by an adult, or
- Children whose custody is being obtained by an adult.

If there are housekeeping standards violations, the tenant will not be transferred until he/she passes a follow-up housekeeping inspection.

2. Tenant Requested Transfer – To consider a tenant requested transfer (convenience) a tenant must have a two (2) year consecutive history of good rent paying habits and must reside in said community for a minimum of two (2) years. Tenant must have maintained good housekeeping standards and be in compliance with the Authority’s rules and regulations.
3. Medical Transfer – Requests for medical transfer will be made to the Housing Manager. The Housing Manager will obtain the necessary verification and/or documentation to substantiate the need for a medical transfer. Whenever feasible, transfers will be made within a tenant’s area.

Medical transfers may be initiated by the Authority (e.g., moving a person with mobility problems to a lower floor.)

## G. Unit Offers

1. Overhoused tenant households are to be placed on an overhoused transfer list at the Division of Leasing. Overhoused families have first priority for vacant units after any displaced (see discussion of preferences, Section V) have been offered available units. Failure to accept a transfer to an apartment of appropriate size is a Lease violation and may lead to eviction.

2. Overcrowded tenant families are placed on an overcrowded transfer list at the Division of Leasing. The fifth vacancy in each unit size is to be offered to an overcrowded family. Failure to accept a transfer to an apartment of appropriate size is a Lease violation and may lead to eviction.
3. Priority for placement ahead of any other transferee or applicant may be given to administrative transfers including overhoused tenants transferring to smaller units or other tenants in instances when the Management and Tenant Services Director has determined that the Authority's obligation and interest require such a transfer.
4. A tenant who has accepted a transfer is given five (5) days to move personal belongings. If keys to the former unit are kept more than five (5) days, per diem rent for the former unit will be charged until the keys are returned to the appropriate Management Office.

#### H. Policy Statement on Household Division (Split Family)

Existing residents of public housing may request a division of the family household (commonly referred to as a split) when the household outgrows the size of the family unit and the family consists of more than one adult member with two or more children of their own.

It has been determined to be in the best interest of the family and/or the Authority to have families housed in an appropriate sized unit to address overcrowding. Household division may be requested by the resident and/or recommended by the Housing Manager.

To qualify for a household division:

- (1) the resident must be an adult (18 years or older) who has been on the current lease of a public housing unit as a minor of the primary head of household;
- (2) the size of the existing household must exceed the number of persons for the current bedroom size of the unit in occupancy or other mitigating circumstances; and
- (3) the existing family must be in good standing with the Authority as certified by the Housing Manager (i.e. no outstanding arrearage, good housekeeping habits, no violations of the rules and regulations of occupancy or lease)

Applications for household division will be accepted at the VIHA's Central Office, Department of Management and Tenant Services – Division of Leasing for St. Thomas and St. Croix. Applicants will be screened initially to determine

their eligibility for household division in accordance with Federal Regulations and the requirements set forth above.

After a preliminary determination, the Division of Leasing will perform further screening consistent with screening of new applicants, (i.e. criminal record check, etc.) After determination of eligibility for public housing, an eligible household division applicant will be housed according to date and time of application from a designated “Household Division Waiting Listing”. Public Housing assistance will be provided based on availability of the appropriate size units.

Refusal of an assigned unit by a split applicant will result in the removal of the application from further consideration.

I. House Rules with Fines

This section will be reserved and house rules will be developed and implemented after the proper period for resident comment period. Created to address routine lease violations and the implementation of fines (i.e. littering, abandoned vehicles and repairing vehicles on VIHA premises).

**XIII. RELOCATION**

When the VIHA intends to rehabilitate a community or communities and rehabilitation activities will require tenants in the community(ies) to move temporarily or permanently, a relocation plan will be developed in cooperation with the affected tenants. The plan will dictate preferences to which relocatees will be entitled and their rights to housing choices, moving expenses, etc. Such preferences may affect the order of selection for other applicants and transferees, and the Relocation Plan, therefore, serves as an amendment to this Policy.

LOW INCOME PUBLIC HOUSING COMMUNITIES  
OWNED AND OPERATED BY THE  
VIRGIN ISLANDS HOUSING AUTHORITY (VIHA)

**ST. THOMAS**

<u>Community</u>	<u>Number of Units</u>
Paul M. Pearson Garden VQ001001	120
H.H. Berg's Home VQ001004A	50
Oswald Harris Court VQ001005	300
Michael J. Kirwan Terrace VQ001007	138
H.H. Berg's Home Addition VQ001009	24
Lucinda Millin Home for the Aged VQ001011	85
Tutu Hi-Rise Apartments VQ001016	400
Donoe Development VQ001017	300
Bovoni Development VQ001019	366
Contant Knolls Development VQ001035	96
Paul M. Pearson Gardens Trailers VQ00101T	12
Oswald Harris Court Trailers VQ00105T	12
Warren E. Brown Trailers VQ001026T	9

LOW INCOME PUBLIC HOUSING COMMUNITIES  
OWNED AND OPERATED BY THE  
VIRGIN ISLANDS HOUSING AUTHORITY (VIHA)

**ST. CROIX**

<u>Community</u>	<u>Number of Units</u>
D. Hamilton Jackson Terrace VQ001002	110
Ludvig E. Harrigan Court VQ001003	70
Bassin Triangle VQ001004B	26
Marley Homes VQ001004C	34
Ralph de Chabert Place VQ001006	264
John F. Kennedy Terrace VQ001008	200
Marley Addition VQ001010	60
Aureo Diaz Heights VQ001012	100
Williams Delight Villas VQ001015	300
Louis E. Brown Villas VQ001018	244
Walter I. M. Hodge Pavilion VQ001020	250
Whim Gardens VQ001021	98
Mount Pleasant VQ001022	44

LOW INCOME PUBLIC HOUSING COMMUNITIES  
OWNED AND OPERATED BY THE  
VIRGIN ISLANDS HOUSING AUTHORITY (VIHA)

**ST. CROIX (cont.)**

<u>Community</u>	<u>Number of Units</u>
Louis E. Brown Villas VQ001023	184
Nicasio Nico Apartments VQ001024A	60
Candido Guadalupe Terrace VQ001024B	90
Joseph E. James Terrace VQ001033	34



## GLOSSARY OF TERMS

1. Abatement - A PHA procedure to correct unresolved maintenance problems that are defects, hazardous to health, life or safety of its residents.
2. Adjusted Income - Annual Income Less:
  - a. \$480 for each dependent;
  - b. \$400 for each elderly family;
  - c. Medical expenses in excess of three (3) percent of Annual Income for an elderly family;
  - d. Handicapped Assistance Expense in excess of three (3) Percent of Annual Income; and
  - e. Child care expenses.
3. Adult - A person who is 18 years of age or older.
4. Allowance for Dependents - \$480.00 deduction for each family member who is a dependent (see definition of Dependent below).
5. Allowance for Handicapped Assistance Expenses - The amount of Handicapped Assistance Expense in excess of three (3) percent of annual income which enables a family member (including the handicapped or disabled person) to work. The allowance may not exceed the annual income earned by the family member who is enabled to work.
6. Allowance for Medical Expenses - For elderly families (See definition of elderly family below) only, the amount of medical expenses (see definition of Medical Expenses below) in excess of three (3) percent of annual income.
7. Annual Income - The anticipated total annual income before deductions, of an eligible family from all sources for the 12 month period following the date of determination of income.
8. Anti-Drug Abuse Act of 1988 - Statutory Provisions - which require that a PHA must use leases which (1) prohibit criminal activity - including drug-related criminal activity - “on or near public housing premises,” and (2) provide that such criminal activity is cause for termination of tenancy.
9. Application - The full, formal and complete family information form signed by the head of the household when the family is invited for an interview some months before a vacant apartment is anticipated. The applicant’s signature on the application form certifies that all information provided is completed and accurate.
10. Assets - The value of equity in real property, savings stocks, bonds, checking and other forms of capital investment. (The value of necessary items of personal property such as furniture and automobiles is not considered an asset.) When the cash value of a family’s

assets is greater than \$5,000.00, the annual income derived from assets shall be the greater of the actual income derived or the imputed income computed at the passbook savings rate determined by HUD.

11. Broad Range of Income - Regulations that give applicants with a higher income, priority for admission to avoid concentration of the most economically and socially deprived families in on or all of our communities, utilizing the 10% local preference.
12. CFR (Code of Federal Regulations) – A systematic collection of rules and regulations that are maintained for all executive departments of the Federal Government. CFR Title 24, Parts 0 to 199 and Parts 700 to 1699 pertain to Housing Authorities.
13. Child Care Expenses - Amounts anticipated to be paid by the family for the care of children under 13 years of age during the period for which Annual Income is computed, but only where such care is necessary to enable a family member to be gainfully employed or to further his or her education. The amount deducted shall reflect reasonable charges for child care, and in the case of child care necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment.
14. Dependent - A member of a household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a disabled or handicapped person, or is a full time student.
15. Displaced Person - A person displaced by government action or a person whose dwelling has been extensively damaged or destroyed as a result of disaster declared or otherwise formally recognized pursuant to federal disaster relief laws. (Distinct from “involuntarily displaced” person, specifically defined in keeping with federally mandatory preferences.)
16. Elderly Family - A family whose head or spouse (sole member) is a person who is elderly, disabled or handicapped persons living together, or one or more such persons living with one or more persons who are determined to be essential to their care of well being.
17. Elderly Person - A person who is at least 62 years of age.
18. Eviction- The dispossession of the tenant from the leased unit as a result of the termination of the Lease, for serious or repeated violations of material terms of the lease such as failure to make payments due under the lease or to fulfill the tenant obligation set forth in HUD regulations, Federal and local laws or for other good cause.
19. Family - Includes but not limited to an Elderly Family or Single Person, the remaining member of a tenant family and a Displaced Person.

20. Foster Care Payments - Payment to eligible households by Federal, local or private agencies for the care of a child placed in the home by an agency and is excluded from computation in annual income of household.
21. Full-time Student - A person who is carrying a subject load that is considered full time for day students under the standards and practices of the educational institution attended. An education institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.
22. Guest - A person on the leased premises with the consent of a household member.
23. Handicapped Assistance Expenses - Reasonable expenses in excess of three (3) percent of annual income that are anticipated, during the period for which Annual Income is computed, for attendant care and auxiliary apparatus for a handicapped or disabled family member and that are necessary to enable a family member (including handicapped or disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.
24. Handicapped Person - Any person who has a physical or mental impairment that substantially limits on or more major life activities; has a record of such an impairment; or is regarded as having such an impairment. For purposes of employment, this term does not include; any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents the individual from performing the duties of the job in question, or whose employment, by reason of current alcohol or drug abuse, would constitute a direct threat to property or the safety of others; or any individual who has a currently contagious disease or infection and who, by reason of such disease or infection, would constitute a direct threat to the health or safety of other individuals or who, by reason of the currently contagious disease or infection, is unable to perform the duties of the job.
25. Head of Household - An adult, 18 years of age or older, whom the members of the family have routinely looked to as head of the family, and who is legally competent to sign a binding contract.
26. HUD - The U.S. Department of Housing and Urban Development or its designee.
27. Involuntary Displacement - An applicant is involuntarily displaced if the applicant has vacated or will, within six (6) months of the date of applicant certification, have to vacate his or her housing unit as result of one or more of the following actions:
  - (a) A disaster (i.e., fire or flood) which results in the uninhabitability of an applicant's unit; or
  - (b) Activity carried on by a federal local government body or agency in connection with code enforcement or a public improvement or development program; or

- (c) Action by a housing owner that results in an applicant having to vacate his or unit where the reason for the owner's action is beyond an applicant's ability to continue or prevent; the actions occurs despite an applicant's having met all previously imposed conditions of occupancy; and the action taken is other than a rent increase.

Acceptable reasons for an applicant's having to vacate the unit include, but are not limited to, conversion of an applicant's housing to non-rental or non-residential use; closure of an applicant's housing unit for rehabilitation or any other reason; notice to an applicant that he/she must vacate the owner's personal or family use or occupancy; sale of a housing unit in which an applicant resides under an agreement that the unit must be vacant when possession is transferred; or any other legally authorized act that results or will result in the withdrawal by the owner of the unit or structure from the rental market. Such reasons do not include the vacating of a unit by a tenant as a result of actions taken because of the tenant's refusal to comply with applicable program policies and procedures under HUD regulations with respect to the occupancy of under-occupied and over-crowded units; or refusal to accept a transfer to another housing unit in accordance with such policies and procedures under a HUD approved desegregation plan.

An applicant is also involuntarily displaced if he/she has vacated his or her housing unit as a result of actual or threatened physical violence directed against the applicant or one or more member of the applicant's family by a spouse or other member of the applicant's household; or the applicant lives in housing unit with such an individual who engages in such violence.

28. Lease - A written agreement between the VIHA and an eligible family for the leasing of a public housing unit.
29. Live-In-Aide (LIA) - An individual who is employed to live with and care for a tenant who is mentally or physically ill or incapacitated to such a degree that the tenant could not safely live alone.
29. Lower Income Families - A family whose annual income does not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families.
30. Medical Expenses - Those medical expenses, including medical insurance premiums, that are anticipated during the period for which annual income is computed, and that re not covered by insurance, including medical insurance premiums, payments on accumulated major medical bills, dental expenses, prescription medicines, eyeglasses, hearing aids and batteries, costs of care attendant and transportation expenses directly related to medical treatment.

31. Minimum Rent – The lowest established Total Tenant Payment (TTP) that a family can be charged.
32. Monthly Adjusted Income - 1/12 of Annual Adjusted Income.
33. Monthly Income - 1/12 of Annual Income
34. Net Family Assets - Value of equity in real property, savings, stocks, bonds, life insurance policies and other forms of capital investment, excluding interests in Indian trust land. (The value of necessary items or personal property such as furniture and automobiles is excluded.)
35. Overhoused Household - A tenant family with a greater number of bedrooms than required for the family members, according to the unit size assignment standard in section IV.
36. PHA – Used to designate Public Housing Authority; interchangeable with HA (Housing Authority).
37. Pre-Application - A short, abbreviated information form which serves as a family's request to be placed on the waiting list for a VIHA apartment. The Pre-Application form requires the family to provide enough information for the VIHA to make a preliminary eligibility determination and to judge the number of bedrooms required by the family.
38. Re-examination - The process of documentation, primarily 3<sup>rd</sup> party, to show that tenants meet the eligibility requirements for continued Federal assistance. The results of re-examination determine the tenant's monthly rent.
39. Re-examination Effective Date - The date established by the VIHA on which a rent change becomes effective following verification of all income, assets, expenses and circumstances. )
40. Remaining Member of the Tenant Family - A person left in an assisted unit after other family members have vacated. The person must be of legal age to sign a lease for continued occupancy.
41. Section 504 – Part of the Rehabilitation Act of 1973 and protect people with disabilities or handicaps from discrimination in programs and activities that receive Federal financial assistance. It requires that PHA's program and services be accessible for persons with mobility, hearing and vision impairment.
42. Single Person - A person living alone or intending to live alone who does not qualify as an elderly family, displaced person, or the remaining member of a tenant family (24 CFR 912.2).

43. Sponsorship Clause - Statement provided by elderly tenants certifying local sponsor statement in the event of emergencies or the inability to live independently.
44. Tenant's Rent - The amount payable monthly by the family as rent to the Housing Authority. Tenant Rent equals Total Tenant Payment less the Utility Allowance and any allowance for services (e.g. cable TV.)
45. Total Family Income - Annual Income as defined in number 7 above.
46. Total Tenant Payment – Amount remaining after computing allowable deductions which shall be the highest of the following: (1) 30% of the monthly adjusted income; (2) 10% of the monthly income; or (3) a welfare rent, if applicable.
47. Transfer - A move by a tenant family from one VIHA apartment to another, generally as a result of changes in family composition that changes the number of bedrooms required by the family.
48. Underhoused Household - A tenant family with an insufficient number of bedrooms for the number of persons in the family, according to the unit size assignment standards in Section IV.
49. Utility Allowance - an amount determined by the Housing Authority as an allowance per bedroom size for the cost of utilities (except telephone) payable directly to the tenant.
50. Utility Reimbursement - The amount by which the Utility Allowance for the unit exceeds the Total Tenant Payment (Negative Rent).
51. VIHA - Virgin Islands Housing Authority
52. Very-Low Income Family - A lower income family whose annual income does not exceed 50 percent of the median income for the area, as determined by HUD.
53. Register of applicants per district that are preliminarily designated as eligible in consideration for admission to housing.
54. Welfare Assistance - Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, state or local government.

## **SECTION 2**

# **PRE-APPLICATION**

## **SECTION 3**

# **DWELLING LEASE AND RULES AND REGULATIONS**

Virgin Islands Housing Authority  
**Dwelling Lease**

**Section 1. Parties**

The VIRGIN ISLANDS HOUSING AUTHORITY (hereinafter referred to as "VIHA," does hereby lease to \_\_\_\_\_ (hereinafter referred to as "Resident") the apartment consisting of a \_\_\_\_\_ bedroom unit identified as located at \_\_\_\_\_

\_\_\_\_\_ This low income public housing unit occupied by the Resident is governed in part by the provisions of the Annual Contributions Contract executed between VIHA and the U.S. Department of Housing and Urban Development (HUD).

**Section 2. Term**

The initial term of this Agreement shall begin on \_\_\_\_\_ and end on \_\_\_\_\_. Unless otherwise modified or terminated in accordance with the terms contained herein, this Lease shall automatically be renewed for successive terms of one calendar month.

**Section 3. Household Members**

Resident may permit only the following persons to occupy this unit:

<b>Name</b>	<b>Relationship to Head of Household</b>	<b>Date of Birth</b>	<b>Sex</b>	<b>Social Security No.</b>
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\_\_\_\_\_  
Head of Household

\_\_\_\_\_  
(Relationship to Head of Household)

\_\_\_\_\_  
(Relationship to Head of Household)

\_\_\_\_\_  
(Relationship to Head of Household)

\_\_\_\_\_  
(Relationship to Head of Household)

\_\_\_\_\_  
(Relationship to Head of Household)

\_\_\_\_\_

(Relationship to Head of Household)

The word "Resident" (and any pronoun referring thereto) shall be deemed to include the masculine and feminine gender, and singular and plural as appropriate.

**Addition of new household members:** Any additions to the household members named on the lease, including live-in aides and foster children, but excluding natural births, require the advance written approval of the Authority. Such approval will be granted only if the new members pass the Authority's screening criteria and a unit of the appropriate size is available. Permission to add Live-in Aides and foster children shall not be unreasonably refused.

Resident agrees to wait for the Authority's approval before allowing additional person to move into the premises. Failure on the part of Resident to comply with this provision is a serious violation of the material terms of the lease, for which the Authority may terminate the lease in accordance with Section 20 of this lease.

**Deletion of Household Members:**

Deletions (for any reason) from the household members named on the lease shall be reported by the Resident to the Authority in writing, within ten (10) days of the occurrence.

**Section 4. Rent**

- A. Resident agrees to pay \$\_\_\_\_\_ per month, with the understanding that the unit is subsidized and rents are based upon HUD regulations. Resident agrees that the rent may be changed during the term of this Lease in accordance with Sections 14 and 15 below.
- B. Rent is DUE and PAYABLE in advance on the first day of the month** and shall be considered delinquent after the fifth calendar day of the month. Rent may include utilities as described below, and includes all maintenance services due to normal wear and tear. **Repeated late payments will be considered a serious violation and may subject resident to termination of lease.**
- C. If Lease was effective after the first of the month, then VIHA will prorate the rent for the month. The prorated amount is \$\_\_\_\_\_. If applicable, Resident shall receive the benefit of \$\_\_\_\_\_ from VIHA for the Utility Reimbursement paid to Resident.
- D. If VIHA does not receive the full payment; VIHA will take steps to terminate this Lease for non-payment of rent as described in Section 19. If the final period of tenancy is less than a full month and Resident has given VIHA proper notice of their intent to vacate as described in Section 19, Resident will only be responsible for a pro-rated share of the rent for that month.
- E. Payments may be made in person to the Chase Manhattan Bank, N.A., Banco Popular, V.I. Community Bank (only on St. Croix) or Citibank (only on St. Thomas). Payments in the form of personal checks or money orders payable to "Virgin Islands Housing Authority" may be mailed to Post Office Box 7668, St. Thomas, U.S. Virgin Islands 00801 or hand delivered

to the Manager's office in the Resident's community. No cash payments will be accepted at the Manager's Office.

- F. VIHA will not accept partial rent payments. The Authority's Rent Collection Policy, incorporated herein by reference, details all established rules governing rent collection practices. VIHA may amend this Policy from time to time by informing all residents in advance of proposed changes and inviting comments on those changes for a period of at least thirty (30) days. The Rent Collection Policy is available for review at the Manager's Office upon request.

## **Section 5. Appliances and Utilities**

- A. Resident agrees not to install or use in the unit any major appliance not provided by VIHA without written permission. Resident agrees that if VIHA grants permission to install or use a major appliance for which the utility source is paid by VIHA, Resident will pay the excess utility charge indicated in the List of Maintenance Charges attached to and made a part of this Lease. These charges are based upon estimated consumption and are adjusted periodically. These charges become due and payable by Resident the first (1<sup>st</sup>) day of the second (2<sup>nd</sup>) month in which they are incurred.
- B. In those communities where applicable (i.e. Lucinda Millin Home on St. Thomas), the VIHA will supply Resident with a cooking range and refrigerator.
- C. VIHA agrees to supply Resident with water, paid directly by VIHA, which Resident agrees to consume in reasonable quantities.
- D. VIHA agrees to furnish residents with potable water paid directly by VIHA. This water will meet Federal and Territorial Standards for safe drinking water. In such instances where VIHA is deemed the supplier of such utility under applicable Federal Law, it will, with the aid and cooperation of Residents, develop conservation programs.
- E. Resident agrees to pay for electricity and propane gas directly to the vendor.
- F. To compensate Resident for the average estimated cost of providing these utilities, Resident has been given a utility allowance. The amount of the current utility allowance for the unit is provided in the Schedule of Utility Allowances which is posted and available for review at the Housing Manager's Office.
- G. The utility allowance has been deducted from the Total Tenant Payment as calculated by VIHA, and the net result is the rent payable by Resident as indicated in Section 4.
- H. Resident and VIHA agree to promptly pay for utilities as outlined above, and to take steps to insure that no interruption of services occurs. Resident's failure to maintain continuous electrical service in the unit is a serious violation of the Lease. The use of coal pots, kerosene lamps/stoves, and small gas tanks are not permitted on the premises. Resident shall be liable for any fire damages or any other damages suffered by Management (or any of its

residents) caused by failure of Resident to maintain, or to secure utility services not furnished by Management.

## **Section 6. Keys and Locks**

- A. VIHA agrees to provide Resident with keys to the unit and one key for the mailbox when applicable. A key deposit of Five Dollars (\$5.00) will be required upon the execution of this Lease. Resident agrees to return these keys when vacating the unit. If Resident fails to do so, the deposit will be forfeited. Residents are responsible for replacing all lost and stolen keys.
- B. Resident agrees not to install additional or different locks, bars or gates on any door or window in the unit without VIHA's written permission. If VIHA grants permission, Resident must pay for VIHA to properly install such locks and VIHA **must** retain a copy of the key(s).

## **Section 7. Condition of the Dwelling Unit**

By signing this Lease, Resident agrees that the unit is safe, clean and in good condition, except as indicated on the Unit Inspection Report and/or the Lease Agreement Rider attached to and made a part of this at initial occupancy. Resident also agrees that all appliances (where applicable) and equipment are in good working condition and that VIHA has made no promise to decorate, improve, alter or repair the unit or any of its contents except as noted on the Unit Inspection Report.

## **Section 8. Security Deposit**

- A. Resident Responsibilities: Resident agrees to pay an amount equal to \$\_\_\_\_\_ or one month's Total Tenant Payment, whichever is greater.
- B. Authority's Responsibilities: The Authority will use the Security Deposit at the termination of this Lease:
  - 1. To pay the cost of any rent or any other charges owed by Resident at the termination of this lease.
  - 2. To reimburse the cost of repairing any intentional or negligent damages to the dwelling unit caused by Tenant, household members or guests.
  - 3. VIHA will accept partial payments of \$\_\_\_\_\_ beginning with the initial payment of \$\_\_\_\_\_ upon the signing of this Lease and three additional payments of \$\_\_\_\_\_ on the first of each month until the full amount has been paid. In accordance with our Pet Policy, all elderly tenants living in elderly communities and elderly sections of mixed communities wishing to own a pet will be required to pay an additional \$25.00 pet deposit.
  - 4. VIHA agrees to accept and retain this security deposit in a manner consistent with HUD regulations. Resident agrees and understands that this security deposit will not be applied toward rent or other amounts due under this Lease during tenancy. Should there be no deduction for damages in your unit or payment for rent, the security deposit will be refunded in full.

B. Resident understands that should he/she vacate the unit voluntarily or involuntarily, VIHA is entitled to retain his/her security deposit for application toward any outstanding balance remaining in Resident's account. The balance of the security deposit (if any) will be refunded to Resident upon termination of the lease provided:

- a) Rent and other charges are paid in full;
- b) There is no damage to the apartment or its equipment (or garbage containers if provided by VIHA) beyond that due to normal wear and tear;
- c) Resident has signed a "Notice of Intent to Vacate" and turned such notice in to the Housing Manager's Office
- d) All keys, including mail box key and those to the apartment, are returned to VIHA

Any portion of the security deposit that is not retained by VIHA for the reasons above will be refunded to Resident within thirty (30) days after the lease is terminated. An itemized statement of any deductions retained by VIHA from the security deposit, together with a check for any unused balance will be mailed to the Resident at such forwarding address as is furnished by Resident. The authority reserves the right to utilize the interest earned on this security deposit for tenants' activities and services.

## **Section 9. Maintenance**

A. VIHA agrees:

1. To comply with requirements of applicable local building codes and HUD regulations materially affecting health and safety.
2. To keep buildings, facilities and common areas, not otherwise assigned to you for maintenance and upkeep in a decent, safe and sanitary condition;
3. To make necessary repairs to your unit and the premises.
4. To maintain in good working order and safe condition electrical, plumbing, water heating, ventilating and other facilities supplied or required to be supplied by us;
5. To provide and maintain appropriate receptacles and facilities (except containers for exclusive use by Resident's household) for the deposit of garbage, rubbish, and other waste removed from the premises by you;
6. Provide utility services as specifies in Section 5 of this Lease, and as required by local codes.
7. To abate all maintenance emergencies within 24 hours in accordance with HUD regulations.

B. Resident agrees:

1. To keep the unit and other areas assigned to you for exclusive use, in a clean, safe and sanitary condition at all time;
2. To remove and place all garbage and waste from the unit in secured bags; and place all bags in receptacles at the designated locations.
3. To clean and use all appliances, equipment and fixtures assigned to the unit in a safe manner and only for the purposes intended;
4. To refrain from littering or defacing the common areas of the property;
5. To refrain from, and cause guests to refrain from destroying, defacing, damaging or removing any part of the premises;
6. To give VIHA prompt notice of any defects in the plumbing, fixtures, appliances, water heating system or other facilities, and,
7. To permit us entry to unit to perform repairs and make inspections in accordance with Section 18.
8. To attend housekeeping workshops based on failed housekeeping inspections during annual Housing Quality Standards (HQS) Inspections and/or during home visits as verified by the Housing Manager.

**Section 10. Damages and Hazardous Conditions**

- A. Whenever damage to the premises is caused by carelessness, misuse or neglect on the part of Resident, Resident's family or guests, Resident agrees to pay for the reasonable cost of repairs based upon the List of Maintenance Charges in effect at the time. List of Maintenance Charges is available for review in the Housing Manager's Office. Such charges are due and are payable on the first day of the second month following the month in which the charges are incurred. The charge is incurred when VIHA notifies Resident in writing of the amount of the charge, our method of calculating the charge (when the charge is based upon actual labor and material costs), and the reason(s) why VIHA is holding Resident responsible. All personal property placed in the unit, or any other place appurtenant thereto, shall be at Resident's sole risk VIHA shall not be liable to any Resident or Resident's family, guests or any other for any damage, loss, theft or destruction thereof unless caused by the negligence or intentional acts of VIHA. HEAD OF HOUSEHOLD AND ALL OTHER RESIDENTS ARE URGED TO OBTAIN INSURANCE ON PERSONAL PROPERTY AS THE AUTHORITY'S INSURANCE DOES NOT COVER PERSONAL LOSSES.
- B. Resident shall pay the amount determined by VIHA to be charged to any Resident for damages caused by any fire of which the Virgin Islands Fire Service provides a written statement that the probable cause of such fire was due to the negligence or fault of any Resident, his guests or other occupants of the premises. VIHA shall not be liable to any Resident or Resident's family, guests or any others for any loss, destruction, theft or damages intentional or negligent act of VIHA or its agents or representatives.

- C. If the V.I. Fire Service personnel gives a written opinion that any fire is the result of arson by any Resident or guest, VIHA shall consider this a serious violation and may immediately terminate this lease.
- D. Resident understands that damage to VIHA property is considered a serious lease violation and may subject their household to eviction action.
- E. If the unit is damaged to the extent that conditions are created which are hazardous to the life, health, safety of the occupants, then:
  - 1. Resident shall immediately notify VIHA of the damage;
  - 2. VIHA shall be responsible for repair of the Unit within a reasonable time. Provided that, if the damage was caused by Resident, a member of Resident's household or guests, the reasonable cost of, the repairs shall be charged to and paid by Resident;
  - 3. Resident shall pay promptly, upon receipt of a bill, for lock replacements and for the cost of all materials and/or labor for repair of any damage to VIHA property caused by the negligence or intentional act of Resident, a member of Resident's household or a guest. The bill shall clearly indicate the items damaged, the repairs made, and the cost of labor and materials. The bill will become due and payable on the first day of the, second month following the month in which the charge is incurred. VIHA will post in each management office a list of the hourly rates charged for labor;
  - 4. VIHA shall offer standard alternative accommodations, if available, where necessary repairs cannot be made within a reasonable time; and
  - 5. VIHA shall abate Resident's rent for the unit in proportion to the seriousness of the damage and loss in value as a dwelling if repairs are not made within a reasonable time, except that no abatement of rent shall occur if Resident rejects an alternative accommodation or if the damage was caused by Resident, a member of Resident's household or guests.
  - 6. If the Authority determines that the dwelling unit is uninhabitable because of imminent danger to the life, health and safety of Resident, and alternate accommodations are refused by Resident, this Lease shall be terminated.
  - 7. Resident shall refrain from, and cause household members and guests to refrain from destroying, defacing, damaging, or removing any parts of the premises, the grounds or neighborhood. Alterations to the interior of the unit are not permitted. Alterations include, but are not limited to, unauthorized painting, changing or adding of door locks, wall papering, paneling, use of contact paper on walls, cabinets, counters, doors, etc., erecting structures or fences on the premises. Exterior changes and additions (such as fences, utilities building, etc.) may be permitted at the sole discretion of VIHA. Resident shall pay all repair or restoration costs incurred by VIHA due to Resident's violation of this paragraph. Violation of this provision shall be considered a serious violation of the lease and subject Resident to lease termination and eviction action.

## **Section 11.           Restrictions on Alterations**

During the term of this Lease, Resident agrees to abide by the following restrictions on alterations:

- A. Change or remove any part of the appliances, fixtures or equipment that belong to VIHA,
- B. Install wallpaper, contact paper or floor covering anywhere in the unit-
- C. Attach awnings or window guards/bar in the unit;
- D. Install, attach or place any shelves, fixtures, signs, fences on the building, common areas or grounds;
- E. Install dishwashers, ceiling fans, heaters, waterbeds, air conditioners, generators or any other major appliance in the unit;
- F. Install or place any aerials, antennas or other electrical connections to include satellite dishes on the unit or building without prior approval from VIHA.
- G. Not erect sheds and/or shacks on VIHA property.
- H. Paint your unit without prior approval from VIHA

Failure to comply with any of the restrictions will constitute a serious lease violation, and subject resident and household to lease termination. Resident must obtain prior written approval from VIHA for any alterations to the unit.

## **Section 12. OBLIGATIONS**

Resident and household members, as identified in Section 3 of this Lease, have the right to exclusive use and occupancy of this unit. Resident agrees that changes to the household composition can only be made in the manner prescribed in Section 3. With the consent of VIHA, Resident will be permitted to use your dwelling unit for incidental profit-making activities provided that the unit remains as the primary residence for the family. Revenues resulting from these profit-making activities will be calculated as income. Residents may request a copy of this policy from the manager's office.

Resident further agrees:

- A. Not to assign the Lease or sublet the premises;
- B. To provide documentation (doctor's note, acceptance letter from school) to Housing Manager, if Resident is planning to leave the unit for more than two (2) months, for any reason, including medical or educational reasons, and rent must be paid in advance for said period of time.
- C. Not to provide accommodations to boarders or lodgers and to not permit houseguests to remain more than thirty (30) days without VIHA's written permission.
- D. With the exception of individuals with pets or other animals that are used to assist persons with a disability, not to have pets or animals of any kind in the unit without our prior written approval. Residents whose written request to own a pet is approved, must execute a Pet Agreement incorporating the Pet Rules, and this Agreement will be attached to and made a part of this Lease.

Violations of Pet Rules may be grounds for pet removal and/or termination of tenancy.

- E. Not to make or permit noises or acts that will disturb the rights of other residents to peaceful enjoyment of the premises.
- F. To act in a cooperative manner with neighbors and VIHA staff. To refrain from and cause members of Resident's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and VIHA staff.
- G. To comply with all obligations imposed upon Residents by VIHA's rules and regulations, ACOP and applicable provisions of local building and housing codes materially affecting health and safety.
- H. To attend parenting skills and/or conflict resolution workshops as referred by the Housing Manager and/or Community Services Staff, through acts of child abuse/neglect, conflict between neighbors and families that threaten the health and safety of other residents and VIHA employees. Failure to attend any recommended workshop(s) will result in immediate termination of this lease.
- I. If Resident submits false information on any application, or annual or interim re-examination, or if Resident fails to abide by the interim reporting requirements contained in Section 15 and, as a result, is charged a rent less than the amount required by HUD, Resident agrees to pay the difference between what Resident was charged and the correct rent. This amount is due upon receipt of a Notice of Rent Adjustment sent to Resident by VIHA which details the retroactive charge. Resident is not required to pay undercharges in rent due solely to VIHA's failure to properly calculate Residents rent. Resident will assume and pay the rent and other charges due, if any, under previous VIHA tenancy.
- J. Household members attaining the age of 18 are required to sign the Lease and to attend an orientation session with the Housing Manager.

### **Section 13. Criminal Activities**

- A. To refrain from engaging in, and forbid any member of Resident's household, any guest, or any other person under Resident's control from engaging in any criminal or illegal activity including:
  - 1. Any criminal, alcohol abuse or other activity which threatens the health, safety, or right to peaceful enjoyment of public housing premises by other residents, or VIHA employees, or
  - 2. Any drug-related criminal activity on or off the premises. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. (For the purposes of this lease, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act.)

3. Displaying, carrying, discharging, or threatening the use of a firearm or other weapon while on VIHA property or near such premises. This Subsection shall not interfere with a Resident's lawful right to possess a firearm within the confines of the Resident's dwelling unit. Under no circumstances is a Resident, any member of the household, a guest, or another person under Resident's control permitted to wear a holstered or concealed firearm while on VIHA property. Violation of any provision of this subsection shall constitute a serious violation of the Lease and shall be considered a threat to the health and safety of other Residents and Management employees.

#### **Section 14. Rules and Regulations**

Resident agrees to abide by necessary and reasonable rules and regulations promulgated by VIHA for the benefit and well being of all residents. The rules and regulations now in effect are attached to this Lease and incorporated herein by reference. These rules and regulations may be modified by VIHA from time to time. Resident agrees to obey these modifications or amendments providing VIHA gives Resident and resident councils at least thirty (30) days advance notice of the proposed changes with an opportunity to comment on them and VIHA takes your comments into consideration before making changes effective.

Rules and Regulations taking effect after execution of this lease will be posted in each Housing Manager's Office. Notices of proposed modifications will be delivered or mailed to the Resident and also posted in a conspicuous place in the Housing Manager's Offices.

#### **Section 15. Annual Re-examinations**

No less than once every twelve months, VIHA is required by federal regulations to conduct a re-examination of Residents income and household composition and circumstances. The results of this re-examination will be used to determine Residents monthly rent, Residents unit size, requirements and Residents eligibility for continued occupancy.

When VIHA notifies Resident in writing that VIHA must conduct Residents annual re-examination, Resident agrees to furnish all information requested completely and accurately by the date specified. After verifying all information provided, VIHA will give Resident a Notice of Rent Adjustment informing him/her of any change in rent resulting from the re-examination. The Notice is an attachment to this Lease and amends Section 4. VIHA will only implement rent increases after 30 days advance notice is given to Resident.

Failure to abide by re-examination requirements is considered a violation of material terms of this lease and a violation of HUD regulations.

## **Section 16. Interim Re-examinations**

Between annual re-examinations, Resident must report to VIHA within thirty (30) days for an interim re-examination if any of the following occurs:

- A. VIHA informs Resident that changes in laws or regulations affecting the public housing program requires VIHA to conduct an interim re-examination, or,
- B. Resident household composition changes; or
- C. A member of Resident household who was previously unemployed becomes employed; or,
- D. VIHA notifies Resident that Resident has apparently misrepresented the facts upon which your rent was based so that Resident is paying less than Resident should have been charged.

Between annual re-examinations, Resident may report other changes in circumstance which would result in a decrease in rent. The VIHA agrees to conduct an interim re-examination if the change is expected to last at least sixty (60) days. Interim re-examinations which result in a decrease in rent will be effective on the first day of the month following the month the change was reported. Interim re-examinations which result in an increase in rent will be effective the 1st day of the second month following that in which the change occurred.

## **Section 17. Transfers**

Resident understands that federal regulations require VIHA to assign units according to the size of the household and the age, sex and relationship of household members. Resident agrees to transfer to an appropriate size dwelling unit if VIHA determines at an annual or interim re-examination that such a transfer is necessary to correct an over-housed or under-housed situation. VIHA will notify Resident in writing when an appropriate unit becomes available, informing Resident of the location and size of the unit. Resident agrees to accept the unit within five (5) working days, unless Resident can demonstrate to our satisfaction that Resident has good cause for refusing the offer. Failure to move in the given five (5) days without proper notification will result in the unit being assigned to the next eligible family. All transfers shall be made in accordance with VIHA's transfer policy as outlined in the ACOP.

Upon your transfer, you agree to execute a new Lease.

## **Section 18. Inspections and Unit Access**

### **Move-in Inspections**

A. Resident and VIHA agree to inspect the unit prior to occupancy for the purpose of insuring that it is a decent, safe and sanitary condition. In accordance with the Lease Agreement Rider if applicable, Resident and VIHA agree that in order to facilitate early move-in Resident agrees to

utilize self-help to perform minor repairs. VIHA agrees to furnish Resident with a written statement describing the condition of the unit known as the Unit Inspection Report. This Report will be signed by both Resident and VIHA and will be attached to and made part of this Lease.

### **Move-out Inspections**

B. Resident agrees to provide VIHA staff or agents access to the unit for the purpose of making inspection and other periodic inspections as reasonably deemed necessary. Failure to provide such access is a lease violation and will result in termination of the lease.

C. Resident agrees to allow entry to the unit in the following instances:

1. VIHA may enter the dwelling unit during business hours to perform routine inspections, scheduled maintenance or modernization work, or routine maintenance in response to non-emergency work-orders; VIHA shall give Resident at least forty-eight (48) hours advance written notice of the date, time, and purpose of the entry.
2. When given permission by resident, VIHA may enter the dwelling unit in their absence, during business hours without giving prior written notice where VIHA is performing routine maintenance in response to work-order requests. In such cases, VIHA must leave at the dwelling unit a written statement of the date, time, and purpose of entry, including repairs made, prior to leaving the premises.
3. VIHA may enter the dwelling unit at any time without advance notice when there is reasonable cause to believe that an emergency exists, including but not limited to cases of emergency work-orders, provided VIHA makes a reasonable effort to contact Resident prior to an emergency entry. In such cases, VIHA must leave at the dwelling unit a written statement of the date, time, and purpose of entry, including repairs made, prior to leaving the premises.
4. VIHA may enter the dwelling unit in accordance with a court order or if the dwelling unit appears to have been abandoned by Resident.
5. VIHA may enter the dwelling unit to perform annual Housing Quality Standards (HQS) Inspections during reasonable business hours.

VIHA agrees to not abuse its right to access, and Resident agrees to not unreasonably prevent access.

### **Section 19. Property Left Upon Vacating; Abandonment**

A. If Resident has been evicted by court order, any personal property of the Resident's household which has been left in the unit will be removed from the unit, stored and thereafter disposed of by VIHA in accordance with local law.

- B. If Resident and all members of the household have vacated the unit after giving termination notice or after VIHA has given a termination notice and personal property of the household has been left in the unit, VIHA may treat this property as abandoned and dispose of it.
- C. If it appears to VIHA that Resident and all members of the household have abandoned the unit without notice, VIHA shall send notice to Resident in accordance with this lease and the grievance procedure, terminating the lease based on apparent abandonment of the unit. Should Resident not respond to such notice prior to the termination date, VIHA may treat personal property left in the unit as abandoned and dispose of it in accordance with local law.
- D. Before VIHA disposes of Resident's personal property, VIHA may make reasonable attempts to notify Resident and the emergency contact person designated by Resident to receive such notice, if any, by first class mail, properly addressed and stamped, to the last known address for such person(s), that:
  - (1) The tenancy has been terminated and Resident has left personal property in the dwelling unit;
  - (2) Resident or Resident's designee has fifteen (15) days from the date the notice is sent in which to remove the personal property before it is disposed of as abandoned property; and
  - (3) Resident is liable for use and occupancy of the dwelling unit for the period of time that the property remains in the premises.

VIHA may make reasonable arrangements with Resident or Resident's designee to extend the period to remove the property for good cause shown.

## **Section 20. Termination of Lease**

- A. Resident may terminate this Lease at any time by giving VIHA fourteen (14) days written notice in the manner specified in Section 21. Resident agrees to leave unit in a clean and good condition, normal wear and tear expected; to return all keys to the Housing Manager's Office and to provide VIHA with a forwarding address.
- B. VIHA will not refuse to renew this Lease. This lease may be terminated only for serious or repeated violations of material terms of the Lease, such as failure to make timely payments due under the lease or to fulfill Tenant obligations as set forth above, or for good cause.

Such serious or repeated violation of terms **shall include but not be limited to:**

- 1. The failure to pay rent or other payments when due. Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the fifth of the month.

2. Four such late payments within a 12-month period shall constitute a repeated late payment. Failure to pay utility bills when Resident is responsible for paying such bills directly to the supplier of utilities:
  3. Misrepresentation of family income, assets, or composition:
  4. Failure to supply, in a timely fashion, any certification, release, information or documentation on Family income or composition needed to process annual reexaminations or interim redeterminations.
  5. Serious or repeated damage to the dwelling unit, creation of physical hazards in the unit, common areas, grounds, or parking areas of any community site;
  6. Criminal activity by Resident, household member, guest, or other person under Resident's control, including criminal activity that threatens the health, safety or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees, or any drug-related criminal activity on or off the premises;
  7. Alcohol abuse that the Authority determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents. Weapons or illegal drugs seized in an Authority unit by a law enforcement officer;
  8. Any fire on Authority premises caused by the tenant, household members or guests' actions or neglect.
  9. Failure to attend mandatory workshops and counseling sessions as outlined in Sections 9 and 12 of this lease.
- C. If VIHA elects to terminate this Lease VIHA will do so only in accordance with HUD regulations and local laws. Resident will be notified in writing of the reason(s) for the proposed termination, the right to respond, if desired, and the right to request a grievance hearing in accordance with the Grievance Procedure. If the Lease is being terminated because Resident has created or maintained a threat to the health or safety of other residents or VIHA employees, Resident will not be afforded an opportunity for a grievance hearing.
- D. If VIHA proposes to terminate the Lease for failure to pay rent, a fourteen (14) day notice will be given to Resident. In all other cases, a written thirty (30) day notice will be given. VIHA will abide by the requirement of local law in all termination actions. Resident and VIHA have the right to represent their interests in court in connection with eviction actions. If VIHA's action to evict Resident is upheld, VIHA has the right to recover possession of the unit in the manner prescribed by local law.

- E. Violation of the Anti-Drug Abuse Act of 1988, wherein drug-related criminal activity is involved, is grounds for eviction. Any public housing resident, and member of the tenant's household, or a guest of other person under the tenant's control, shall not engage in criminal activity on or off public housing premises while the tenant is a tenant in public housing, and such criminal activity shall be cause for termination of tenancy.
- F. In deciding to evict for criminal activity, the Authority shall have discretion to consider all of the circumstances of the case, including the seriousness of the offense, the extent of participation by or awareness of family members, and the effects that the eviction would have both on family members not involved in the proscribed activity and on the family's neighbors. In appropriate cases, the Authority may permit continued occupancy by remaining family members and may impose a condition that family members who engaged in the proscribed activity will neither reside in nor visit the unit. The Authority may require a family member who has engaged in the illegal use of drugs to present credible evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit.
- G. When the Authority evicts a resident from a dwelling unit for criminal activity the Authority shall notify the local post office serving the dwelling unit that such individual or family is no longer residing in the unit so the post office will stop mail delivery for such persons and they will have no reason to return to the unit.

**Section 21. Reasonable Accommodations**

- A. A disabled person, as defined in the ACOP, who gives Management notice and verification of such disability shall be provided standard reasonable accommodation to the extent available, which is necessary to provide the disabled person with an opportunity to use and occupy the dwelling unit equal to a non-disabled person and shall accept same.
- B. Resident may, at any time during the tenancy, request reasonable accommodation of a disability of a household member, including reasonable accommodation to enable resident to comply with the lease or other requirements of the tenancy.

**Section 22. Fees**

If the VIHA brings an action against Resident after a proper termination of this Lease and recovers a judgment in that action, Resident shall pay allowable costs and expenses, including reasonable attorney's fees.

**Section 23. Notice Procedures**

A. Any notice to Resident required by law or provided for in this lease, except such notices as provided, in Section 18, shall be sufficient if:

- (1) in writing; and
- (2) (a) sent by first class mail, properly stamped and addressed, to the Resident at his or her address with a proper return address; or (b) given to any adult person answering the door at the unit and mailing a copy; or (c) if no adult responds, placed under or through the door, if possible and mailing a copy; (d) or by such other means of service permitted by applicable law.

B. Notice to VIHA shall be sufficient if:

- (1) in writing; and
- (2) delivered to the local management office or VIHA's Central Office or sent by prepaid first-class mail properly addressed as follows:

**For St. Croix Residents:**

Virgin Islands Housing Authority  
P.O. Box 1349  
Kingshill, St. Croix VI 00851-1349  
Attention: Director of Management and Tenant Services

**For St. Thomas/St. John Residents:**

Virgin Islands Housing Authority  
P.O. Box 7668  
Charlotte Amalie, St. Thomas VI 00801  
Attention: Director of Management and Tenant Services

**Section 24. Grievance Procedure**

All grievances or appeals arising from this Lease concerning obligations of either party shall be processed and resolved in accordance with the Grievance Procedure in effect at the time the grievance arises. The Grievance Procedure is posted in each Housing Manager's Office and incorporated herein by reference. Resident may receive a copy of the Grievance Procedure upon request at the Housing Manager's Office.

**Section 25. Non-Waiver**

VIHA's failure to terminate this Lease when VIHA has cause to do so shall not be construed as a waiver of its rights to so terminate the Lease at any time for the same cause or any other cause, except in the case of overdue rent not accepted specifically "for use and occupancy only."



## ATTACHMENTS

If indicated by an (X) below, VIHA has provided the Resident with the following attachments and information:

- |   |  |
|---|--|
| <input type="checkbox"/> Dwelling Lease                               | <input type="checkbox"/> Grievance Procedure (May be updated)  |
| <input type="checkbox"/> Rules and Regulations                        | <input type="checkbox"/> Rent Collection Policy                |
| <input type="checkbox"/> House Rules                                  | <input type="checkbox"/> Housekeeping Standards                |
| <input type="checkbox"/> Pet Policy                                   | <input type="checkbox"/> Options for persons with disabilities |
| <input type="checkbox"/> List of Maintenance Charges (May be updated) | <input type="checkbox"/> Other:                                |
| <input type="checkbox"/> Watch Out for Lead Paint Poisoning           |  |

## STATEMENT ON RECEIPT OF INFORMATION

I/We have received or reviewed a copy of the above information including “The Danger of Lead Poisoning to Homeowners” and “The Danger of Lead Poisoning to Renter”. The above information has been thoroughly explained to me/us. I/We understand the possibility that lead-based paint may exist in the unit.

<hr/>	<hr/>	<hr/>	<hr/>
<b>Tenant’s Signature</b>	<b>Date</b>	<b>Tenant’s Signature</b>	<b>Date</b>
<hr/>	<hr/>	<hr/>	<hr/>
<b>Tenant’s Signature</b>	<b>Date</b>	<b>Tenant’s Signature</b>	<b>Date</b>
<hr/>	<hr/>	<hr/>	<hr/>
<b>Tenant’s Signature</b>	<b>Date</b>	<b>Tenant’s Signature</b>	<b>Date</b>
<hr/>	<hr/>	<hr/>	<hr/>
<b>Housing Manager’s Signature</b>			<b>Date</b>



## **Rules and Regulations**

These Rules and Regulations serve as an attachment to the lease between the Housing Authority of the Virgin Islands (hereinafter referred to as VIHA) and the tenant ("Resident"), and are cited in Section 13 of the Lease. Compliance with these Rules is an obligation of tenancy and violation may lead to eviction.

These Rules are considered reasonable. They have been formulated by VIHA so that VIHA housing developments will remain attractive and in good condition, and tenants will enjoy the premises while respecting the rights of their neighbors. These rules may be changed from time to time by VIHA provided that VIHA give Resident at least 30 days advance notice of the proposed change and an opportunity to present comments.

Staff of each Management Office, supervised by a Housing Manager, are responsible for handling the day-to-day operations of all housing developments, including the enforcement of the lease and these Rules and Regulations.

### **1. RENT PAYMENT & OTHER CHARGES**

VIHA, relies on tenant rental income to cover operating and maintenance expenses. Resident must pay rent on or before the first of each month. The Rent Collection Policy describes both parties' responsibilities with regard to rent payment and collection. Copies of the Policy are available in each Management Office upon request.

### **2. SECURITY DEPOSIT**

Prospective tenants must pay a security deposit to the Housing Authority at the time of admission. The security deposit for all elderly households as defined in Section 8 is \$25.00. All other households pay a security deposit of \$100.00.

A minimum of \$25.00 must be paid with the first month's rent before a new tenant may receive his/her keys. Provisions may be made for payment of the remaining deposit by non-elderly households in monthly installments of no less than \$25.00 during the first three months of occupancy.

### **3. CHECKS RETURNED DUE TO INSUFFICIENT FUNDS**

Presentation of bounced checks is a criminal offense and punishable by law. If Resident present check which is returned by the bank for "Insufficient Funds", (bounced check) the Authority may refuse to accept personal checks from Resident for the length of your tenancy.

### **4. DELIVERIES, MAIL**

Staff will not accept mail, parcels, packages or other deliveries for residents.

## **5. UTILITIES**

The Schedule of Utility Allowances which indicates the amount of monthly utility allowance for each unit size/type is available for review in the Housing Manager's Office. Resident must pay for utilities directly as described in your Lease.

Residents shall not waste nor sell water during tenancy, nor deplete the supply upon vacating the premises. Resident agrees to give VIHA permission to receive records of your utility consumption annually so that we can gather data for future adjustments to utility allowance.

## **6. USE OF PARKING AREAS**

No trailers, boats, or commercial vehicles may be parked on VIHA property without prior written approval from VIHA.

Resident nor Resident's guests may not perform major mechanical repairs to vehicles parked on VIHA property. Resident may wash their personal vehicle utilizing buckets in designated parking areas. Resident must park and drive your vehicle on the property in a safe manner at all times and may not exceed a speed of 10 m.p.h. Vehicles which are abandoned, inoperative, on jacks, or otherwise pose a threat to the health and safety of residents must be promptly removed or they will be ticketed and towed at the expense of the owner.

Repeated violations of this Rule will be cause for eviction.

## **7. GARBAGE DISPOSAL**

VIHA has provided trash receptacles or dumpsters for your use. Residents are required to dispose of trash neatly and properly without littering the property. Use secured bags if possible to help keep the area clean. Do not permit children who cannot reach the container opening to dispose of garbage. All residents are required to pick up litter surrounding your building and stairway daily. Do not encourage stray animals by throwing food and garbage in or around buildings or stairways. Residents who have been granted permission to use their unit for legal, incidental profit making purposes are responsible for the removal of all debris and garbage resulting from these activities. If your trash is found to be littering the property, Resident will be charged in accordance with the List of Maintenance Charges attached to these Rules and Regulations.

## **8. REQUESTS FOR ROUTINE REPAIRS**

Resident must inform the Central Maintenance Division- **Work Order Request Line** when maintenance or repairs are required in your unit by calling the Division during regular business hours. Your failure to do so could result in your account being charged for damages resulting from delays in repairs.

## **9. EMERGENCY REPAIRS**

During non-business hours (**after 5:00 p.m. Monday through Friday, weekends and holidays**)

Resident must contact your Emergency Maintenance Worker,

at Building \_\_\_\_\_, Apartment

telephone number: \_\_\_\_\_. Repair needs that

the VIHA defines as emergencies include

the following:

No electricity in unit (check panel box and circuit breaker before requesting service).

Gas leak (applicable to communities where it is utilized).

A serious water leak causing unit damage.

No functioning toilet in the unit.

Other situations which threaten the health and safety of residents or the property.

Residents failure to promptly report emergency maintenance or repair needs could result in charges assessed to your account for damages caused by such delays.

## **10. CHARGES**

VIHA will charge Resident for repairs (when damage is beyond normal wear and tear), fines as described in the List of Maintenance Charges, and posted for review in the Housing Manager's Office. These charges are consistent with HUD regulations, Virgin Islands law and your Lease. When VIHA notifies Resident that a charge has been assessed, Resident must pay the charge in accordance with your Lease.

## **11. WALL HANGINGS**

Pictures, mirrors and other wall hangings may be hung with nail hooks of the proper type and size for the weight of the item. No fixtures or items of any kind may be attached to the ceiling.

## **12. LIGHTBULBS**

The VIHA will initially provide lightbulbs for all permanent light fixtures in your unit. Resident must replace lightbulbs as necessary.

## **13. SMOKE DETECTOR**

Smoke detectors, where applicable, have been installed in your unit. Resident must report any other malfunction of detectors to the Central Maintenance Division.

#### **14. CLOTHESLINES**

VIHA will supply clotheslines for your unit or in a designated area for your use. Residents may not hang any clothing, bedding, rugs or other materials from windows, **porch railing** or over fences. **Where sharing of clotheslines is necessary, residents should be considerate of each others needs in utilizing the clothesline.**

#### **15. STORAGE**

We do not supply any additional unit storage areas for tenants. The erection of sheds or shacks on VIHA property is a violation of the Lease.

No flammables may be kept on the premises, including the containers filled with gasoline, solvents, kerosene, explosive materials, etc.

Balconies, patios, hallways, and stairways should be kept free of debris, old items and inoperative appliances.

#### **16. MAJOR APPLIANCES**

VIHA will allow the use of appliances in your unit, which conform to the hook-ups provided. VIHA will not grant permission nor allow for other appliances such as ceiling fans or air conditioners that will require any alterations to the unit in order to be installed in accordance with Section 11 of the lease. Kerosene stoves are strictly prohibited.

#### **17. YARD MAINTENANCE**

Residents are responsible for the maintenance of the yard areas surrounding their units which are intended for their exclusive use. Yards will be inspected regularly to insure that they are kept orderly and litter-free.

#### **18. LOCKOUTS**

Resident must safe guard keys at all times. VIHA will provide lockout service at a charge of \$5.00 per occurrence. Only adults with positive identification and who have signed the Lease will be admitted. If emergency personnel is called to assist with lockouts after business hours, Resident will be charged the same rate of \$5.00 per occurrence. Residents must take precautions to secure their property and protect themselves.

#### **19. INSURANCE**

Residents should immediately notify Housing Managers of any accident or injury sustained on VIHA property during working hours or as soon as possible thereafter. Any accidents or injuries sustained after hours or on weekends or holidays should be reported by the next working day or as soon as possible. **All residents are urged to obtain insurance on personal property as the personal Authority's insurance does not cover personal losses.**

## **20. FIRE**

In case of a known or suspected fire in your unit or a neighboring unit, immediately call the Virgin Islands Fire Services at **911**.

## **21. SECURITY**

All residents must report suspicious activity to the Virgin Islands Police Department by calling **911**. Head of household is required to inform Management when the household is planning to be away from the unit in excess of two (2) weeks.

## **22. TRANSFERS**

If Resident needs to be transferred to a larger or smaller unit, or a different type unit, Resident may obtain an Application for Transfer form at the Management Office. Until Resident completes the form and submit it, your request will not be considered. The VIHA's Admissions and Continued Occupancy Policy describes the circumstances under which a Resident will be approved for a transfer. Copies of the Admission and Continued Occupancy Policy are available in the Management Office.

## **23. RECREATIONAL AREAS**

Children may play on the property only in their own yards or, with permission, in friends' yards, and on the sidewalks. Playing in parking areas is dangerous and is prohibited. Bicycles may not be ridden on the grass, in planting areas, or in parking areas. Playing hard ball on the property is prohibited. Parents are required to supervise their children and their visitors so that personal injury and property damage do not occur. **Recreational areas must be used for the intended purpose, i.e. basketball, tennis, etc., and residents must refrain from defacement of property and illegal activities.**

If an accident occurs on the property, resident must report it immediately, or as soon as possible, to the Management Office as well as appropriate authorities.

## **24. USE OF COMMUNITY CENTER**

Any legal resident 21 years or over, residing in a housing community is eligible to use the recreation center in accordance with the rules governing the use of the community center.

**25. ILLEGAL DRUG USE /SALE/FIREARMS**

Illegal use or sale of drugs in the units, in common area, or on the grounds is strictly prohibited, is a lease violation, and will result in eviction. **Resident or Resident’s guests are not permitted to wear a holstered or concealed firearm while on VIHA property in accordance with Section 12 of the lease.**

**26. NOISE**

Musical instruments, stereos, radios, televisions, etc., must be played only at reasonable volumes so that residents' peace is not disturbed, particularly when being played outside. The hours of 10:00 P.M. to 8:00 A.M. must be observed as quiet hours.

**27. COMPLAINTS**

All residents are expected to respect the rights of their neighbors and expected to make every effort to resolve whatever disputes may arise amicably. It is not the role of the VIHA or its staff to intervene in disputes between neighbors. However, staff is available to attempt to mediate disagreement, if both parties wish.

**28. GRIEVANCES**

VIHA's Grievance Procedure is intended to resolve individual disputes between VIHA and its tenants. Copies of the Procedure are available in the Management office.

I have read the foregoing Rules and Regulations and agree to comply with them.

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

\_\_\_\_\_  
Housing Manager’s Signature

\_\_\_\_\_  
Date

# **SECTION 4**

## **LEASE RIDER SELF-HELP REPAIRS**

LEASE AGREEMENT RIDER

The Virgin Islands Housing Authority (VIHA), Owner, and \_\_\_\_\_, Tenant, hereby agree that in the interest of occupying Building \_\_\_\_\_, Apartment \_\_\_\_\_, to avoid further damage to the unit by vandals, and to provide immediate housing for the tenant family, both parties agree that the unit mentioned above shall be occupied in an "as is" condition. The Parties acknowledge that the unit is in need of minor repairs as described in the attached punch list, incorporated as part of this Agreement.

Tenant agrees to utilize self-help to facilitate an early move-in date by performing the following:

- 1.
- 2.
- 3.
- 4.
- 5.

The VIHA shall provide the following materials and supplies to assist the tenant with self-help repairs.

- 1.
- 2.
- 3.
- 4.
- 5.

Tenant further agrees upon receipt of materials and supplies, work will be completed within 10 days. The unit will be inspected by the Housing Manager in the presence of Tenant(s) to assure compliance with HQS.

The VIHA shall complete repairs as described in the attached punch list and not performed by tenant as agreed herein by \_\_\_\_\_.

All tenants electing to participate in the Authority's Self-Help Program are advised that the Authority will not be liable for any damages incurred under this Agreement and further the tenant agrees to hold the Virgin Islands Housing Authority harmless from all liability incurred as a result of said damages.

It is hereby agreed that tenant or his/her agent shall not seek compensation for labor performed and further that the Virgin Islands Housing Authority shall not be responsible or liable for payment to tenant or his agent for any labor performed under this Agreement.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

\_\_\_\_\_  
TENANT

\_\_\_\_\_  
Housing Manager

\_\_\_\_\_  
Director of Maintenance

\_\_\_\_\_  
Vacancy Rehab Superintendent

# **SECTION 5**

## **LEASE ADDENDUM:**

### **PET POLICY AND OWNERSHIP RESPONSIBILITY**

## **Pet Ownership and Responsibility Addendum to Lease Agreement**

Written permission for owning pets will be granted only to elderly and disabled tenants living in elderly communities or designated elderly areas. Tenants requiring the services of a benefit seeing eye or hearing pet or other animal that is considered as auxiliary aid are exempted from paying the required \$25.00 pet deposit.

Resident is permitted to own one common household pet, herein described as \_\_\_\_\_ hereinafter referred to as Pet in accordance with the following rules for keeping pets.

The regulations governing common household pets for the purposes of Housing Programs defines a pet as a domesticated animal, such as a dog, cat, bird, rodent (including a rabbit), fish, or turtle, that is traditionally kept in the home for pleasure rather than for commercial purposes. Common household pet does not include reptiles (except turtles).

If this definition conflicts with any applicable Territorial or local law or regulation defining the pets that may be owned or kept in dwelling accommodations, the Territorial or local law or regulation shall apply. This definition shall not include animals that are used to assist persons with disabilities.

***Please note that 19 VIC § 2615c specifically prohibits any occupant or tenant in public housing to own, breed or house any dog or dangerous pet, except seeing eye dogs, within such project.***

Virgin Islands Housing Authority will not restrict or discriminate against any person in connection with admission to or continued occupancy by reason of pet ownership or presence of such pets in the dwelling unit and will exclude rules and policies of pet ownership for animals used to assist persons with a disability and elderly persons.

Pet rules and policy amended to address and incorporate the following mandatory and discretionary pet rules as follows:

1. If a warm-blooded animal, pet will not exceed 25 pounds in weight or 12 inches shoulder height at mature growth.
2. Addendum to Lease shall be executed and applicable pet deposits paid prior to the allowance of Pet on premises. A security deposit of Twenty-five Dollars (\$25.00) shall be required of all residents wishing to have a pet residing on the premises. The security deposit is to cover potential damage by the Pet and will be returned in part or in full depending on the cost of damages incurred as a direct result of Pet, as assessed by management at time resident vacates the premises.

3. Resident shall be required to show proof that his/her Pet has been properly vaccinated for rabies, and that all local licensing requirements have been met. No Pet shall be allowed on premises if it has not been properly vaccinated. Resident must have his/her Pet checked by a recognized veterinarian at least once a year to insure proper vaccination. Resident must bring license and proof of vaccination to Management Office to be duly filed.
4. Resident will be solely responsible for maintenance of Pet in a healthy environment and shall insure that Pet receives proper standard care and humane treatment. Since Pet is a warm-blooded animal, Pet shall be licensed and wear a collar which displays an identification tag. Pets shall be neutered or spayed prior to being allowed on the premises. Resident is responsible for controlling odors caused by presence of Pet in and around the unit.
5. All Pets must be boarded in the dwelling unit and will not be allowed outdoors unless it is accompanied by Resident or adult member of Resident's household. If Pet is a warm-blooded animal, when outdoors shall be on a leash, no longer than five (5) feet long, or carried in a closed ventilated container. If Pet is a bird, it shall be caged at all times both in the dwelling unit and outside. At no time will pets be allowed in common areas.
6. Pets will only be walked in designated pet areas of community property. Resident shall insure that the pet does not wander into neighboring yards or common areas. Resident shall be solely responsible for insuring that any debris or damage caused by Pet is properly disposed of in areas designated by Management for disposing of pet waste. If, at any time, Pet is found outside the designated pet area, the Resident shall be fined.
7. No Pet shall be left unattended in the dwelling unit for period of time in excess of twelve (12) hours.
8. Pet owners are responsible for any disturbance on a consistent basis as a result of constant barking, whining, scratching on the part of the Pet.
9. Any pet caused infestation or damage to the building, grounds, flooring, finish tiles, carpeting, walls, etc., will not be considered normal wear and tear and will be considered the complete responsibility of the Resident pursuant to the terms and conditions of the Lease Agreement to which this Addendum is affixed. All expenses and costs involved in the repair of damages caused by Resident's Pet shall be deducted from the current balance of luxury charges. If damages are greater than the existing balance, Resident shall be responsible for the additional costs.
10. Pets of family members and guests will not be allowed on the premises without prior written approval of Management.

11. Resident indemnifies Management for all claims regarding any loss or personal injury caused by the Resident's pet to any other resident, guest or employee in the building(s) or on the premises.
12. Any violation of the provisions contained herein will be construed as a health and safety violation and therefore be considered a breach of the Lease Agreement and subject to eviction procedures contained herein.
13. If the subject Resident becomes incapable of caring for the Pet as outlined above, because of illness, incapacitation or death, Management retains the right to remove said Pet from the premises and to deliver to the Agency or individual stated below.

### SCREENING APPLICATION FOR PET OWNERSHIP

Residents wanting to own a Pet as outlined in the Pet Policy must answer all the questions on this application, which will determine if Leasees can afford the cost of maintaining the Pet.

If you wish to obtain an aquarium or have a small caged animal (bird, gerbil and hamster), please fill out this application and answer only those questions that apply to you.

This application will be reviewed by the established Residents' Pet Committee and Management.

#### Identification Information

Date: \_\_\_\_\_

Leasees \_\_\_\_\_  
 \_\_\_\_\_

Age: \_\_\_\_\_ Income: \_\_\_\_\_

Age: \_\_\_\_\_ Income: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone #: \_\_\_\_\_

Type of Pet: \_\_\_\_\_ Breed: \_\_\_\_\_

Name of Pet: \_\_\_\_\_ Age of Pet: \_\_\_\_\_

Sex: Female \_\_\_\_\_ Male \_\_\_\_\_ Weight: \_\_\_\_\_ Height: \_\_\_\_\_

1. Is this the first time you are applying to have a pet in your apartment? Y\_\_ N\_\_

When did you last apply? \_\_\_\_\_

Was your application rejected? Y\_\_ N\_\_ Other: \_\_\_\_\_

If your answer is Yes or Other, please tell us why:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Can you afford the following expenses?

a. Yearly animal license Y\_\_ N\_\_

b. Yearly shots (rabies and distemper) Y\_\_ N\_\_

c. Periodical visits to a veterinarian as needed by pet Y\_\_ N\_\_

d. Spayed and neuter fees Y\_\_ N\_\_

e. Provide identification tags bearing owner's name,  
Address and telephone number Y\_\_ N\_\_

f. Pet food Y\_\_ N\_\_

g. Money for kennel (boarding fees) or have a person  
who will be responsible for the pet in case you are  
hospitalized or away visiting, to care for the pet Y\_\_ N\_\_

If YES, please provide the following information :

Name of Kennel or person to be contacted:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone Nos. \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
(Day) (Night) (Other)

Please advise Management if person or kennel changes.

h. Security Deposit of Twenty-five (\$25.00) Dollars will  
Be required to cover any damages to apartment, flooring,  
Walls, and tiles and exterminating services if needed Y\_\_ N\_\_

3. Are you able to clean up after your pet? Y\_\_ N\_\_

4. Has your pet lived in rental housing before? Y\_\_ N\_\_

How long: \_\_\_\_\_

5. Has your pet bitten or hurt anyone? Y\_\_ N\_\_

If YES, please describe:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please give the name, address and telephone number of your pets veterinarian:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. I certify that the above information is correct and I further understand that if it be found that I have falsified any information on the above questions, my application will be null and void by the Residents Pet Committee and Management.

Leasee/Applicant Signature: \_\_\_\_\_

**To be used by the Residents' Pet Committee and Management:**

Date application was submitted: \_\_\_\_\_

Time: \_\_\_\_\_ a.m. \_\_\_\_\_ p.m.

Account number: \_\_\_\_\_

Name of person who received application: \_\_\_\_\_

Date of Interview: \_\_\_\_\_

Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_

If denied, please give reason(s): \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## **SECTION 6**

# **RENT COLLECTION POLICY**

# VIRGIN ISLANDS HOUSING AUTHORITY

## RENT COLLECTION POLICY

### I. Policy Statement

This Policy is adopted by the Virgin Islands Housing Authority (VIHA) and applies to all tenants. It addresses the manner in which tenants must pay their monthly rent and the consequences of late payment or non-payment. This Policy is consistent with HUD Regulations and the Housing Authority's Dwelling Lease. The VIHA is committed to enforcing this Policy in an equitable and non-discriminatory manner.

The Rent Collection Policy is designed to achieve the following goals:

- Reduce VIHA's tenants' accounts receivables to no more than 10%.
- Clarify for both tenants and staff, VIHA's posture with regard to rent collection.
- Establish strict guidelines extending rent payments only in extenuating circumstances as defined by the VIHA.
- Streamline and simplify the summary process actions taken by the VIHA.

### II. Monthly Rent

In accordance with HUD regulations, tenants are charged 30% of their monthly adjusted income or 10% of monthly annual income, whichever is greater. Adjusted income is calculated by deducting from gross income allowable expenses, such as child and medical, as well as deductions for dependents and elderly households. Eligibility for specific allowances depends upon the tenant's individual circumstances. Tenants residing in units where some or all of the utilities are paid directly by the tenant receive a utility allowance in the form of a monthly rent reduction.

Tenants are required to report their income annually to the VIHA and rent is adjusted accordingly. During the course of the year, tenants may be eligible for reductions in their rent if they suffer a loss of income or an increase in allowable expenses.

Because rents in public housing are based upon a tenant's ability to pay, they are, in all cases, reasonable and affordable. The VIHA's policy on rent collection takes these facts into consideration.

### III. Rent Payments

All tenants receive a bill from the VIHA by mail on or about the first of each month. The bill indicates the rent due as well as any miscellaneous charges due. Rents are due and payable on or before the first of each month. Personal checks and money orders are the only acceptable forms of payment at the Authority's Central Offices. The VIHA reserves the right to refuse personal checks and require money orders from tenants who have had checks returned by a bank.

Payments may be made in person to the Chase Manhattan, V. I. Community Banks (only on St. Croix), Citibank (only on St. Thomas) or Banco Popular of the Virgin Islands, or mailed to the Virgin Islands Housing Authority, Post Office Box 7668, St. Thomas, VI 00801. Tenants are required to bring with them, or send with their payment, the applicable portion of their rent bill so that payments may be properly credited.

Partial payments of rent are not accepted by the VIHA. The VIHA does, however, reserve the right to accept partial payments accompanied by Repayment Agreements in extenuating circumstances.

The VIHA provides tenants with a grace period to pay their rent. Tenants who have failed to make a full payment by the fifth (5<sup>th</sup>) day of each month are considered delinquent and are subject to eviction action. Tenants who pay their full rent but fail to pay miscellaneous charges properly due will also be subject to legal action in accordance with their Lease or Agreement.

### IV. Rent Disputes

Tenants who wish to dispute the amount of rent or other charges billed may do so through VIHA's Grievance Procedure. A copy of the Grievance Procedure is available in each office, and management staff can assist tenants in informally settling the grievance and scheduling any subsequent hearing. The VIHA enforces the escrow requirements contained in the Grievance Procedure.

Whether or not a tenant chooses to exercise his/her rights under the Grievance Procedures, he/she may present the case in court if the VIHA initiates legal action.

### V. Repayment Agreements

In extenuating circumstances, tenants may request a "Repayment Agreement" extending the time allowed to make full payment of one month's rent. The VIHA is under no obligation to approve and execute Repayment Agreements and does so only as an accommodation to tenants. If tenant defaults, VIHA will initiate legal action.

Requests for Repayment Agreements must be made to the Manager no later than the expiration date of the 14/30-Day Demand (See Section VII below). The Manager will then refer all requests to the Legal Assistant who is authorized to approve such requests only if all of the following conditions are met:

1. A Repayment Agreement form (attached) is properly completed and executed.
2. The Agreement stipulates that one-half (1/2) of balance upon execution of Agreement will be made and the remaining balance will be paid within 90 days.
3. The tenant is experiencing one of the following circumstances and has presented the documentation indicated below:

- a. Circumstance

A check for payment of wages or benefits was lost or stolen, was promptly reported to the income source of the tenant, and a replacement check is forth coming.

Documentation

A letter from the employer or agency verifying the circumstances and estimating the receipt date of the replacement check.

- b. Circumstance

Wages or benefits were abruptly and temporarily discontinued and will resume in no more than 30 days.

Documentation

A letter from the employer or agency verifying the circumstances and estimating the date income will resume.

- c. Circumstance

Medical and funeral expenses.

Documentation

Certification from Physician for illness and bill from the Funeral Parlor covering burial costs.

Other unforeseen circumstances which typically pose financial hardships (i.e. loss of job, permanent discontinuance or reduction in benefits) entitle tenants to rent reductions effective the first of the month following the change. Therefore, they are not grounds for extending payments. Tenants who need assistance in coping with financial problems are invited to contact their Manager or the Authority's social service staff. Information and referral services to community agencies can be provided.

Repayment Agreements will not be approved, regardless of the situation, if the request is made after the expiration of the 14/30-Day Demand. At this point, the tenant is delinquent and, in the absence of full rent payment, the VIHA will proceed with legal action. Tenants are expected, therefore, to act promptly in reporting situations which may make timely payment difficult.

## VI. Summary Process Action

Non-payment of rent is considered a serious violation of the Lease or Agreement between the tenant and the Authority. In all cases, the Authority will aggressively pursue the collection of the amount due and eviction. Following is a description of all steps taken and notices issued in connection with summary process actions.

1. A “14/30-Day Demand” (Notice of Proposed Termination of Lease and of Proposed Eviction Proceeding) is sent by first class mail or hand delivered to each delinquent tenant on or about the 15<sup>th</sup> day of the month. This Notice informs the tenant that payment has not been received and that the VIHA proposes to terminate his/her Lease. The Notice also offers the tenant an opportunity to exercise his/her right under the Grievance Procedure.

The Notice provides a date by which the tenant may act and avoid legal action. If a tenant offers full payment by this date, the payment will be accepted and no further action will be taken.

By the deadline date, if the tenant has not:

- requested and obtained a Repayment Agreement
- exercised tenant rights under the Grievance Procedure,
- paid his/her rent in full, or
- vacated the apartment,

the VIHA will proceed with legal action.

2. A complaint for Forcible Entry and Detainer is filed with the court commencing legal action. Managers are not authorized to accept any payments from tenants (full or partial) once legal action begins. Tenants who wish to make payments are referred to the Deputy Executive Director or Designee who will determine, in accordance with the Policy, whether or not to accept payment and discontinue legal action (See Section VIII). The Complaint demand possession of the apartment and/or full payment of the balance due. A Summons is hand delivered to the tenant by Marshall with a copy of the Complaint. A Summons requires the tenant to file an “Appearance” and an answer in court. The case is brought before the Judge and a decision is rendered.

3. If the court rules in favor of VIHA, a Judgement may be awarded demanding payment and/or eviction of the tenant by a specific date. An Order of Judgement is sent to the tenant informing him/her of the disposition of the case. The VIHA then orders a Writ of Restitution served on tenant by a Marshal. The tenant is given advance notice by the Marshal of the scheduled eviction.

In executing evictions, the VIHA will abide by any and all notice requirements in effect at the time of the action.

## VII. Discontinuing Eviction Action

The VIHA is under no obligation to discontinue eviction actions once the Judgement is awarded. However, it is not in the interest of either party for VIHA to proceed with an eviction against a tenant who is generally a prompt payer.

Tenants are considered to have a positive rent paying history when they have not been subject to eviction action at any time during the calendar year. If eviction action commences against such a tenant, VIHA will accept full payment, if offered, at any time up to the day of eviction and tenant can only be re-instated if payment is made prior to the filing of the Writ of Restitution.

Tenants are considered to have a negative rent paying history when they have been subject to eviction action twice during the calendar year. If eviction action commences against such a tenant, the VIHA will accept, at its discretion, any payments offered “for use and occupancy only” and proceed with the eviction.

Only the Deputy Executive Director (or his/her designee) has the authority to exercise these options once legal action begins.

## VIII. Tenant Eviction Expenses

Once a Judgement is obtained against a tenant, the tenant is subject to payment of court costs and attorney’s and marshal’s fees in effect at the time of Hearing on the Complaint. These costs are included in the full amount due and payable by the tenant before VIHA will consider discontinuing legal action. VIHA reserves the right to pursue collection of all amounts properly due from tenants evicted or voluntarily vacated VIHA premises. The Authority will utilize all available means of collection, including referrals to collection agencies and court actions.

## IX. Enforcement of This Policy

This Policy is enforced by the staff and legal counsel of the VIHA. Only the Executive Director has the authority to waive any provision of this Policy after careful consideration of the facts in a specific case. Tenants who believe that their circumstances warrant such consideration are invited to promptly state their case, in writing, to the Executive Director. This may be done by the tenant directly, or through the Manager. The Executive Director will respond promptly to each inquiry, stating the decision and the reasons for the decision.

## **SECTION 7**

# **REPAYMENT AGREEMENT**

## REPAYMENT AGREEMENT

This Agreement entered into between the Virgin Islands Housing Authority (VIHA) and \_\_\_\_\_, as tenant on the premises owned by VIHA, is in consideration of VIHA delaying eviction proceedings for recovery of the premises occupied by \_\_\_\_\_ and based upon her expressed willingness to pay off the arrearage due VIHA in accordance with the terms specified below:

The current monthly rent due for Building \_\_\_\_\_, Apartment \_\_\_\_\_ is \$ \_\_\_\_\_ plus an outstanding balance of \$ \_\_\_\_\_ owed to the Virgin Islands Housing Authority.

Therefore, I, the undersigned tenant, agree to pay to the Virgin Islands Housing Authority the sum of \$ \_\_\_\_\_ upon the signing of this Agreement and \_\_\_\_\_ each month until \_\_\_\_\_.

I understand that in addition to the payments agreed to above, the monthly rent of must continue to be paid in accordance with the Lease.

Failure to strictly comply with the terms stated herein will result in immediate demand for the full payment outstanding, institution of debt and eviction proceedings and whatever other remedies available by law.

### I AGREE THAT:

1. I may make payments in advance of the dates indicated above, but that each installment must be received no later than the dates indicated.

2. These payments represent amounts owed and that they are, in addition to the monthly rent, to become due and payable during the term of this agreement, rent shall be paid no later than 5th business day of each month and the additional payments shall be made on or before the \_\_\_\_\_ of each month.

3. If I fail to make any of these payments, or fail to make monthly rent also due, the Authority has the right to terminate my Lease and commence legal action against me in accordance with the terms of the Lease, HUD Regulations and the Virgin Islands Law.

4. I must make all payments in the form of money order or certified check during the term of this agreement directly to the Legal Assistant's Office located in the Authority's Central Offices on St. Croix and St. Thomas.

**I HAVE FULLY READ AND UNDERSTAND THE ABOVE DOCUMENT AND BY SIGNING BELOW, I FURTHER AGREE TO THE TERMS CONTAINED HEREIN.**

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

-----  
**THIS REPAYMENT AGREEMENT IS APPROVED IN ACCORDANCE WITH THE PROVISIONS OF THE V.I. HOUSING AUTHORITY'S RENT COLLECTION POLICY.**

\_\_\_\_\_  
Legal Assistant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Housing Manager

\_\_\_\_\_  
Date

## **SECTION 8**

# **GROUNDS AND COMMON AREAS INSPECTION PROCEDURES**

## VIRGIN ISLANDS HOUSING AUTHORITY GROUNDS AND COMMON AREAS INSPECTION PROCEDURES

The Virgin Islands Housing Authority and its tenants have a responsibility to the community to keep properties clean and attractive. The appearance of our properties reflect on the management of the Authority, and affects the quality of life for residents.

Tenants are responsible for the routine cleaning of the yard area and stairways exclusively dedicated to their units as well as maintaining the areas designated for planting. They are also expected to contribute to maintenance efforts by promptly reporting problems to the Department of Maintenance.

Housing Managers and Management Assistants are required to conduct daily inspections of grounds and common areas to insure satisfactory upkeep of the properties by contractors, staff and tenants. Management staff persons are responsible for contacting maintenance supervisors when daily inspections reveal that maintenance schedules are not being maintained and/or unforeseen problems arise. They also must notify tenants in writing of conditions which require corrective action by the tenant, impose fines on tenants who fail to abide by established rules, and follow-up on all lease violations.

The Management Supervisor must conduct “windshield” or walking tours of each property weekly to insure that standards of cleanliness and upkeep are being met by both the Authority and its residents. These tours should be conducted jointly by the Management Supervisor, Housing Manager and the Grounds Maintenance Superintendent when consistent problems are noted.

### PERFORMANCE MEASURES

- General appearance of projects at the time of supervisors’ tour.
- The number of tenant and staff work order requests received for grounds and building maintenance.
- The number of fines and lease enforcement actions initiated against tenants monthly in each project.

### I. INSPECTION OF PROPERTIES

#### Housing Managers

- Monitor contractor/staff compliance with grounds and schedules for the completion of work. Report problems to the Director of Maintenance.
- Monitor tenant compliance with rules and regulations and the lease.
- Inspect grounds and building common areas daily. Assign specific inspection responsibilities to the staff as is appropriate.

- Take appropriate personnel actions as needed
  - Require compliance with contracts as appropriate.
  - Complete and forward to Management Supervisor, daily grounds inspection sheet
- Review weekly and monthly work order reports to determine the number of requests received related to grounds and building maintenance. Consider revisions to schedules based upon demands.
  - Call the Work Order Center and report:
    - All emergency items; and
    - All routine items not addressed by regularly scheduled grounds and building maintenance.
  - Monitor completion of work orders by re-inspection and review of printouts on pending work orders.
  - If inspections reveal that grounds and building maintenance schedules are consistently not being followed, contact the Director of Maintenance and request a joint inspection.
    - Conduct the joint inspection. Reach an agreement on immediate corrective action and possible revision of the schedule.
  - If vandalism was noted during the inspection, call the Police Department and request an investigation/report.
    - Follow-up on all information resulting from police action (i.e., lease enforcement action against the responsible tenant and/or charges against the suspected party.)

If the inspection revealed a new vacancy, initiate steps to record the move-out.

## II. INITIATE ACTION AGAINST TENANTS

### Housing Manager

- Based on inspection results, determine which deficiencies are tenant responsibilities according to the lease and Housing Authority rules and regulations including:
  - Unit doors, porch, etc., that require cleaning.
  - Evidence of vandalism or abuse of windows and exterior portions of a unit.
  - Litter and/or debris in a tenant's yard.
  - Litter and/or debris on the grounds or in common areas that can be attributed to a specific tenant (i.e. trash improperly disposed of near a dumpster).

- Abandoned or unregistered vehicles.
  - Items stored improperly on porches or near units
- Prepare a “Notice of Lease Violation: Failure to Maintain Property” in triplicate. Address the Notice to the tenant and complete the appropriate portions.
    - Indicate a date by which a violation must be corrected.
    - In the case of violations which are hazardous, give the tenant no more than two (2) days to correct the situation.
    - For all other violations, give the tenant a reasonable time, generally no less than two (2) days and no more than two weeks for corrective action.
    - Initiate a fine in accordance with the VIHA Maintenance Charge List.
  - Immediately after the inspection has been completed, and deliver the notices while the inspection is being completed.
  - At the management office, place one (1) copy of the notice in the tenant’s file and one copy in a tickler file as a reminder to re-inspect the unit after the established deadline has passed.
  - Make the adjustment to charge the tenant account for the fine and submit Notice of fine with documentation to Data Processing.
  - Honor tenant request for Grievance hearings in accordance with the Grievance Procedures.
  - When repeated violations by a particular tenant are noted or other violations are noted in the course of conducting inspections (i.e. permitting pets or boarders, engaging in illegal activity, disturbing neighbors, etc.) follow lease enforcement procedures.

### III. MONITOR PROCEDURES

#### Management Supervisor

- Conduct weekly “windshield” tours of each site to determine if maintenance schedules and required maintenance activities are being properly followed.
  - Review pending file of lease violations at each housing site to determine status of corrective actions.
  - Transmit listing of abandoned vehicles per community to VIHA Police Services for appropriate tagging and subsequent removal from premises.
  - Follow-up with appropriate staff on recurring lease violations until corrective action completed.
- Respond to tenant inquiries about Notices of Lease Violations.
  - Take appropriate action when a tenant presents evidence or an explanation that the violation is the responsibility of another party.

- Honor requests for extensions to correct a violation if no emergency situation exists and the request is reasonable.
- Re-inspect the area one (1) day after the deadline for compliance. If the condition has not been corrected:
  - Advise tenant that legal action for eviction will be requested.
  - Follow enforcement procedures for lease violations.
  - Use a clipboard and the Project Management Inspection Checklist. Bring with you a supply of vehicle tags and Notices of Lease Violations.
  - Complete the checklist for exterior and interior areas noting all deficiencies. In particular note:
    - Problems of an emergency nature (i.e. broken lock on the maintenance shop, gasoline stored on tenant's porch)
    - Hazardous or unsanitary conditions requiring immediate attention (i.e. spills on floors, garbage strewn around grounds, etc.)
    - Abandoned or unregistered vehicles.
    - Litter or debris near a specific unit.
    - Items stored improperly on porches or near units.
    - Vandalism
    - Malfunctioning lighting.
    - Evidence of a tenant moving or a new vacancy.

#### IV. INITIATE BEAUTIFICATION PROGRAMS

##### Housing Manager

- Encourage resident participation in grounds and building maintenance by:
  - Setting a good example.
  - Maintaining high standards for the appearance of the management office and development
  - Recognizing tenants who contribute to beautification by awarding certificates of appreciation or other honors.
- No less than once per year, organize a "Clean-up Day".
- Enlist the support of tenant groups in sponsoring other events (i.e., gardening contests) which improve the attractiveness of the property.

**SECTION 9**

**GRIEVANCE PROCEDURES**

## **Virgin Islands Housing Authority**

# **Grievance Procedure**

### **Section 1 – Purpose and Scope**

The purpose of this Grievance Procedure is to set forth the requirements, standards and criteria for a grievance procedure to be established and implemented by the Virgin Islands Housing Authority to assure that tenants of the Housing Authority are afforded an opportunity for a hearing if the tenant disputes within a reasonable time any Housing Authority action or failure to act involving the tenant's lease with the Housing Authority or Housing Authority regulations, which adversely affect the individual tenant's rights, duties or welfare or status. The grievance procedure shall be incorporated in the dwelling lease by reference.

This Grievance Procedure shall not discriminate against any person based on race, color, religion, national origin, familial status, sex nor disability. HUD forms 903 and 903A are included in this Grievance Procedure Policy by reference and are available for distribution to applicants and residents.

### **Section 2 – Applicability**

The grievance procedure shall be applicable to all individual grievances between the tenant and the Housing Authority, except any grievance concerning an eviction or termination of tenancy involving criminal activity that threatens the health or safety and right to peaceful enjoyment of other tenants and employees of public housing or drug related criminal activity on or near the premises.

The grievance procedure shall not be applicable to disputes between tenants not involving the Virgin Islands Housing Authority or to class grievances. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of tenants and the Housing Authority's Board of Commissioners.

### **Section 3 – Definitions**

For the purpose of the grievance procedure, the following definitions are applicable:

(A) "Grievance" shall mean any dispute which a tenant may have with respect to the Virgin Islands Housing Authority action or failure to act in accordance with the individuals tenant's rights, duties, welfare or status.

(B) "Complaint" shall mean any tenant whose grievance is presented to the Housing Authority or at the Project Management Office in accordance with Section 4 and Section 5 of this procedure.

(C) "Hearing Officer" shall mean an impartial or disinterested person selected jointly by the Housing Authority and the Complainant.

(D) “Tenant” shall mean any lessee or the remaining head of any tenant family residing in housing accommodations covered by this procedure.

#### **Section 4 – Informal Settlement of Grievance**

Any grievance shall be personally presented, either orally or in writing, to the Authority’s office of the Project in which the Complainant resided so that grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within five (5) business days and one (1) copy shall be sent to the tenant by Certified Mail and one (1) retained in the Authority’s tenant file. The summary shall specify the names of the participants, dates of meeting, the nature of the proposed disposition of the complaint and the specific reason therefore and shall specify the procedures by which a hearing under Section 5 may be obtained if the Complainant is not satisfied.

#### **Section 5 – Procedure to Obtain a Hearing**

The Complainant shall submit a written request, by Certified Mail, to the Housing Authority or to the Project Office within five (5) business days after receipt of the summary of discussion pursuant to Section 4. The written request shall specify the reasons for the grievance and the action or relief sought.

#### **Section 6 – Selection of a Hearing Officer**

All grievances under this procedure shall be presented before a hearing officer. A hearing officer shall be selected from a list of at least three (3) impartial, disinterested persons willing to serve as hearing officer. The Authority and Complainant shall jointly select a hearing officer from the list.

If the Authority and the Complainant cannot agree on a third member, such member shall be appointed by an independent arbitration organization such as the Center for Disputes Settlement of the American Arbitration Association, or by any other third party agreed upon by the Authority and the Complainant.

#### **Section 7 – Failure to Request a Hearing**

If the Complainant does not request a hearing in accordance with this paragraph, then the Authority’s disposition of the grievance under Section 4 shall become final, provided that failure to request a hearing shall not constitute a waiver by the Complainant of his right thereafter to contest the Authority’s action on disposing of the complaint in an appropriate judicial proceeding.

#### **Section 8 – Hearing Prerequisite**

All grievances shall be personally presented either orally or in writing pursuant to the informal procedure prescribed in Section 5 as a condition precedent to a hearing under this section, provided that if the Complainant shall show good cause why he failed to proceed in

accordance with Section 5 to the hearing officer, the provisions of this section may be waived by the hearing officer.

The Virgin Islands Housing Authority does not discriminate based on race, color, sex, age, national origin, religion, family status nor disability. If you believe that you have been discriminated against, you may call **Fair Housing and Equal Opportunity National Hotline Toll-Free at 1-800-424-8590**.

In accordance with 24 CFR part 966 and HUD Handbook 7465.11, Revision 2, HUD Form 903 (Housing Discrimination Complaint Form) is attached to the Grievance Procedure policy and hereby becomes a permanent part of the Virgin Islands Housing Authority's grievance procedures.

### **Section 9 – Escrow Deposit**

Before the hearing is scheduled in any grievance involving the amount of rent as defined in the lease which the claim is due, the Complainant shall pay the Authority 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 officer. These requirements may be waived by the Authority in extenuating circumstances. 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 Authority's disposition of his grievance in any appropriate judicial proceeding.

### **Section 10 – Schedule of Hearings**

Upon Complainant's compliance with Section 5, Section 8 and Section 9 of this section, a hearing shall be scheduled by the hearing officer promptly for a time and place reasonably convenient to both the Complainant and the Authority. A written notification specifying time, place and procedures governing the hearing shall be delivered to the Complainant and the appropriate Authority individual.

### **Section 11 – Hearing**

(A) The hearing shall be held before the hearing officer.

(B) The Complainant shall be afforded a fair hearing provided the basic safeguards of due process which shall include:

1. The opportunity to examine before the hearing and, at the expense of the Complainant, to copy all documents, records and regulations of the Authority that are relevant to the hearing. Any document not so made available after request therefore by the Complainant may not be relied on by the Authority at the hearing;

2. The right to be represented by counsel or other person chosen as his or her representative;

3. The right to private hearing unless the Complainant requests a public hearing;
4. The right to present evidence and arguments in support of his/her complaint, to controvert evidence relied on by the Authority or project management, and to confront and cross-examine all witnesses on whose testimony or information the Authority project management relies; and
5. A decision based solely and exclusively upon the facts presented at the hearing.

(C) The hearing officer may render a decision without proceeding with the hearing if the hearing officer determines that the issue has been previously decided in another hearing.

(D) If the Complainant or the Authority fails to appear at the scheduled hearing, the hearing officer may make a determination to postpone the hearing for not to exceed five (5) business days or that the Complainant has waived his right to a hearing shall not constitute a waiver of any right the Complainant may have to contest the Authority's disposition of the grievance in an appropriate judicial proceeding.

(E) At the hearing, the Complainant must first make a showing of an entitlement to the relief sought and thereafter the Authority must sustain the burden of justifying the Authority's action or failure to act against which the complaint is directed.

(F) The hearing shall be conducted informally by the hearing officer 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 officer shall require the Authority, the Complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the hearing officer to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.

(G) The Complainant or the Authority 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.

## **Section 12 – Decision of the Hearing Officer**

(A) The hearing officer shall prepare a written decision, together with the reasons therefore, within a reasonable time after the hearing. A copy of the decision shall be sent to the Complainant and the Authority. The Authority 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 Authority and made available for inspection by a prospective Complainant, his representative or the hearing officer.

(B) The decision of the hearing officer shall be binding on the Authority which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the

Authority's Board of Commissioners determines within a reasonable time, and promptly notifies the Complainant of its determination that;

1. The grievance does not concern the Authority action or failure to act in accordance with or involving the Complainant's lease or Authority regulations which adversely affect the Complainant's rights, duties, welfare or status.

2. The decision of the hearing officer is contrary to applicable Federal and/or Local law, HUD regulations or requirements of the Annual Contributions Contract between the Department of Housing and Urban Development and the Housing Authority.

(C) A decision by the hearing officer, or Board of Commissioners in favor of the Authority 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 manner.

### **Section 13 – Eviction Action**

If a tenant has requested a hearing in accordance with Section 5 on a complaint involving an Authority notice of termination of the tenancy and the hearing officer upholds the Authority's action to terminate the tenancy, the Authority shall not commence an eviction action in a Federal or local court until it is served a notice to vacate on the tenant, and in no event shall the notice to vacate be issued prior to the decision of the hearing officer having been mailed or delivered to the Complainant. Such notice to vacate must be in writing and specify that if the tenant fails to quit the premises within the applicable statutory period, or on the termination date stated in the notice of termination, whichever is later, appropriate action will be brought against him and he may be required to pay court costs and attorney fees.

## **SECTION 10**

# **VACATED TENANTS ACCOUNTS: POLICY & PROCEDURES**

## POLICY AND PROCEDURE FOR HANDLING VACATED TENANTS ACCOUNTS

1. As soon as a tenant's intention to move becomes known, the Housing Manager shall discuss any rental delinquency with tenant(s), explain carefully all charges included and inform the tenant of his/her legal responsibilities under the dwelling lease to pay all costs incurred by the Authority in collecting the rent owed. The tenant(s) should be reminded that moving from the community in no way relieves him/her of their responsibilities for paying the amount owed to the Virgin Islands Housing Authority. If the account cannot be collected in full, the Housing Manager should secure an agreement duly signed by the tenant and Housing Manager setting forth the terms of payment. Copies of the agreement are then routed to the tenant, Management Supervisor, Paralegal, Comptroller and the tenant's file.
2. Where a satisfactory terminal interview was not held or where the terms of an agreement to pay have been breached, if the tenant's new address is known, the tenant shall be sent a statement of account, including the cost of repairing any damage revealed on inspection of the vacated unit, and a demand for immediate payment. If the account is not paid promptly or suitable arrangements for payment made, the case is then referred for legal action for amounts totaling Twenty-five (\$25.00) Dollars and above. These actions shall be initiated within two (2) weeks after move-out date.

If the tenant's new address is not known, and the amount owed equals or exceeds Twenty-five (\$25.00) Dollars, efforts shall be made to locate him/her and the actions listed in the preceding paragraph taken promptly, unless it is known that the tenant is residing outside the legal jurisdiction of the U.S. Virgin Islands. Efforts to locate a vacated tenant shall include but not be limited to a call or visit to his/her last known employer, checking with his/her former neighbors in the community, personal references or emergency addresses shown on the original application for admission, post office, Government agencies, utility companies and banks and other lending institutions.

3. A report shall be prepared by the Housing Manager for each vacated account in the form as established by the Virgin Islands Housing Authority. This report should include but not be limited to:
  - a. Monthly rent of tenant
  - b. Size and nature of vacated account
  - c. Resumé of tenants' rent paying habits
  - d. Circumstances of move from community, including condition of apartment
  - e. Resumé of exit interview and details of agreement for payment of amounts owed the Authority
  - f. Listing of collection efforts subsequent to move-out
  - g. Tenant's new address and place of employment, if available
  - h. Any other pertinent information known to Housing Manager which might affect collection efforts

4. The Housing Manager shall institute legal action against each vacated tenant residing in the Virgin Islands and owing Twenty-five (\$25.00) Dollars or more to the Authority unless he/she has demonstrated his/her intent to faithfully pay amounts owed in accordance with a signed agreement. Legal action should be continued and judgment obtained even if an account is written off as collection loss.
5. When a vacated tenant account has not been collected after the efforts prescribed above to collect have been made, or the tenant has left the legal jurisdiction of the U.S. Virgin Islands for residence outside the Virgin Islands, or the tenant has died and left no estate or responsible family member, the Executive Director shall prepare a recommendation to the Board of Commissioners that the amounts owed be charged off to collection loss.
6. Not more often than quarterly, nor less often than annually, the Executive Director shall submit to the Board of Commissioners a list of accounts considered uncollectible in accordance with the preceding paragraph of this Procedure, indicating the basis for such determination and the efforts taken to attempt collection. Accounts which offer some expectation of even partial collection and those on which the ex-tenant is making payments shall not be charged off notwithstanding the age of the account. An amount charged off to collection loss is still owed to the Virgin Islands Housing Authority and efforts to collect it shall continue to be made whenever the opportunity presents itself.
7. The Virgin Islands Housing Authority shall prepare and maintain a “List of Vacated Tenants Accounts”. The list shall include all accounts of tenants who have moved from any one of the housing communities during a given year and who still owe monies to the Authority. List shall be maintained and continually updated.

The list shall include all projects and all accounts for a given year even if they have been charged off as uncollectible. The list shall contain but not be limited to the following information:

- a. Complete name of lessee
- b. Last known permanent address outside the project
- c. Dates of residency with the VIHA
- d. Amount owed at time of move-out
- e. Amounts paid after move-out
- f. Present balance owed to the Authority
- g. Status of legal action

The “List of Vacated Tenant Accounts” for the current year shall be revised quarterly to add recent move-outs and/or delete names of those who have paid in full monies owed. Copies shall be furnished to each Authority employee who accepts applications for admission or is responsible for selecting new tenants. All persons applying for admission or selected for occupancy shall be checked against the “List of Vacated Accounts” to determine if they owe monies to the Authority for a previous tenancy in any one of the housing communities. No family shall be admitted to a project until such time as they pay in full all amounts owed.

## **SECTION 11**

# **BOARD RESOLUTIONS**

# **SECTION 12**

## **APPENDIX**

# Satellite Dish Policy

## For the

# Virgin Islands Housing Authority

It is the policy of the Virgin Islands Housing Authority that the use of satellite dishes by residents is only permissible when done in accordance with the provisions of the dwelling lease. Residents are specifically directed to Section 11 of the Dwelling Lease, Restrictions on Alterations, which forbids residents from placing “any aerials, antennas, or other electrical connections on the unit or building”, among other things. In addition, residents are reminded that according to Section 9 of the Dwelling Lease, Maintenance, residents and their guests are to refrain from destroying, defacing, damaging or removing any part of the premises.

Accordingly, the VIHA has determined that any resident who intends to utilize a satellite dish must obtain prior written approval from the Virgin Islands Housing Authority and ensure that it is installed in compliance with the Dwelling Lease. Satellite dishes must be restricted to your unit and only the area assigned for exclusive use. The use of a satellite dish must not interfere with common areas and the rights of others to peaceful enjoyment of the premises.

Satellite dishes in VIHA properties must not exceed 30 inches in diameter.

Failure to comply with these restrictions will constitute a lease violation.

Dated: October 23, 1996

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Conrad E. Francois, II  
Executive Director

**Virgin Islands Housing Authority  
Policy  
Dwelling Unit Business**

HUD regulations now permit with the consent of the Public Housing Authority (PHA), the use of your dwelling unit for incidental legal profit making activities. (Reference 24 CFR, part 966, Lease and Grievance Procedures).

1. Residents are advised that their unit is to remain as their primary residence, and further, that upon approval any revenues from these activities will be calculated as income.
2. Business activities and the sales of items are to be conducted from the units. Erection of sheds, tables and/or stalls on the grounds are prohibited.
3. Business activities that increase noise and traffic or interfere with the health, safety and peaceful enjoyment of other residents will not be allowed.
4. The manufacture, use, sale, distribution and possession of illegal drugs and other criminal activities are prohibited.
5. Residents found engaging in business activities without appropriate licensing and prior approval from the VIHA are in violation of the lease and will be subject to eviction.
6. The following business activities that do not require any physical alterations to your unit or place undue burden on the Authority's resources will be allowed with approval from the Authority:
  - baby sitting
  - home distribution – such as Avon, Mary Kay, Amway, Mason Shoes, Tupperware, or similar products
  - sale of fresh provisions (plantains, sweet potatoes, tanya, etc.)
  - haircutting and hair braiding (not requiring use of water)
  - dressmaking/tailoring
  - piano lessons, educational tutoring
  - commercial food preparation
7. Residents are responsible for the removal and disposal of any trash, garbage and debris in and around their unit and must provide the appropriate receptacle in and around their unit to avoid littering of the grounds.

- the raising and breeding of animals
  - the accumulation of parts, repair or automobiles, motorcycles, boats and appliances on the premises
  - commercial hairdressing
  - manufacture, sale, use, possession and distribution of drugs, alcohol and other illegal activities (for example – gambling, prostitution...)
  - commercial laundry
8. Any business activity that presents a fire hazard will be prohibited.
  9. VIHA will inspect and monitor all business activities a minimum of once every six months, and businesses cited more than twice yearly for non-compliance with Policy will result in suspension of this agreement.
  10. An inspection will be conducted prior to approval of request for operation of a business in your unit.
  11. Residents who have obtained the approval of the Housing Authority to operate a business, will be required once yearly during re-certification to present their business license and copy of their tax return to verify the amount of income reported to IRS.
  12. The Authority reserves the right to approve or deny the operation of conducting a business in your unit.
  13. The Authority will neither approve nor allow the following business activities to be conducted from your unit:

The Virgin Islands Housing Authority (VIHA) will not be held liable nor responsible for any injuries to persons or damages incurred resulting from business activities.

**Virgin Islands Housing Authority**  
P.O. Box 7668  
Charlotte Amalie  
St. Thomas, U.S. Virgin Islands 00801  
Telephone (340) 775-2741

Office of the Executive Director

Dear

In accordance with Federal Regulations, the Virgin Islands Housing Authority permits residents of public housing to use their dwelling units for incidental legal profit making activities (reference 24 CFR, Part 966, Lease and Grievance Procedures).

Our Terms and Conditions and approved Business Activity Contract are attached for your use and information.

If you need further clarification and/or have any questions, please feel free to contact the Management Supervisor or your Housing Manager. The Management Supervisor can be contacted at 775-2741 or 773-3525 or by visiting the Housing Authority's Central Office located at No. 402 Anna's Retreat, St. Thomas or No. 5 Upper Bethlehem, St. Croix.

Sincerely,

Conrad E. Francois, II  
Executive Director

c: Deputy Executive Director  
Director of Management and Tenant Services  
Management Supervisor  
Leasing Supervisor

**DWELLING UNIT BUSINESS  
CONTRACT**

TENANT NAME : \_\_\_\_\_

TENANT ADDRESS: \_\_\_\_\_

HOME PHONE #: \_\_\_\_\_

BUSINESS NAME: \_\_\_\_\_

BUSINESS PHONE #: \_\_\_\_\_

TYPE OF BUSINESS: \_\_\_\_\_

HOURS OF OPERATION: \_\_\_\_\_

LICENSE: \_\_\_\_\_

LICENSE NUMBER: \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_

BUSINESS START DATE: \_\_\_\_\_

After you have received approval from the Housing Authority to operate a business and you obtain a Business License, you are required to submit your License Number and expiration date to your Housing Manager.

TERMS AGREED BY:

TENANT'S SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED  DISAPPROVED

\_\_\_\_\_  
Housing Manager

\_\_\_\_\_  
Date

APPROVED  DISAPPROVED

\_\_\_\_\_  
Management Supervisor

\_\_\_\_\_  
Date

APPROVED  DISAPPROVED

\_\_\_\_\_  
Director of Management and Tenant Services

\_\_\_\_\_  
Date

VIRGIN ISLANDS HOUSING AUTHORITY

## POLICY STATEMENT

### Maintenance Repair Charges to Tenants

1. All tenants should receive a list of standard repair charges (which include labor and materials) for damage caused by actions of the tenant, which are not due to normal wear and tear. If damages occur which are not included on the list of standard repair charges, they should be charged on an annual labor plus materials cost basis.
2. When completing the repair as shown on the work order, the maintenance worker is responsible for determining, to the best of his ability, if the repair is to be charged to the tenant. If so, he will not the repair on the work order, designate that it is a tenant charge,

and make sure the work order is signed by the tenant, or a responsible adult who was present during the completion of the repair.

3. The maintenance worker will return the work order to the Zone Superintendent, who will check it for accuracy, and will concur with the charge to be levied against the tenant.
4. The signed copy of the work order showing the Maintenance Repair Charge should be forwarded to Inventory Control, where the charge and the work order is entered into the computer.
5. If the charge is not one of the standard charges, Inventory Control will compute the charge for labor and materials, based upon the information shown on the work order.
6. The information concerning the maintenance repair charge will be forwarded to the Comptroller by Inventory Control. At this point the Maintenance Department has fulfilled its obligation. Billing for the Maintenance Repair Charges to the tenant will be assessed on the Monthly Rental Statement.