

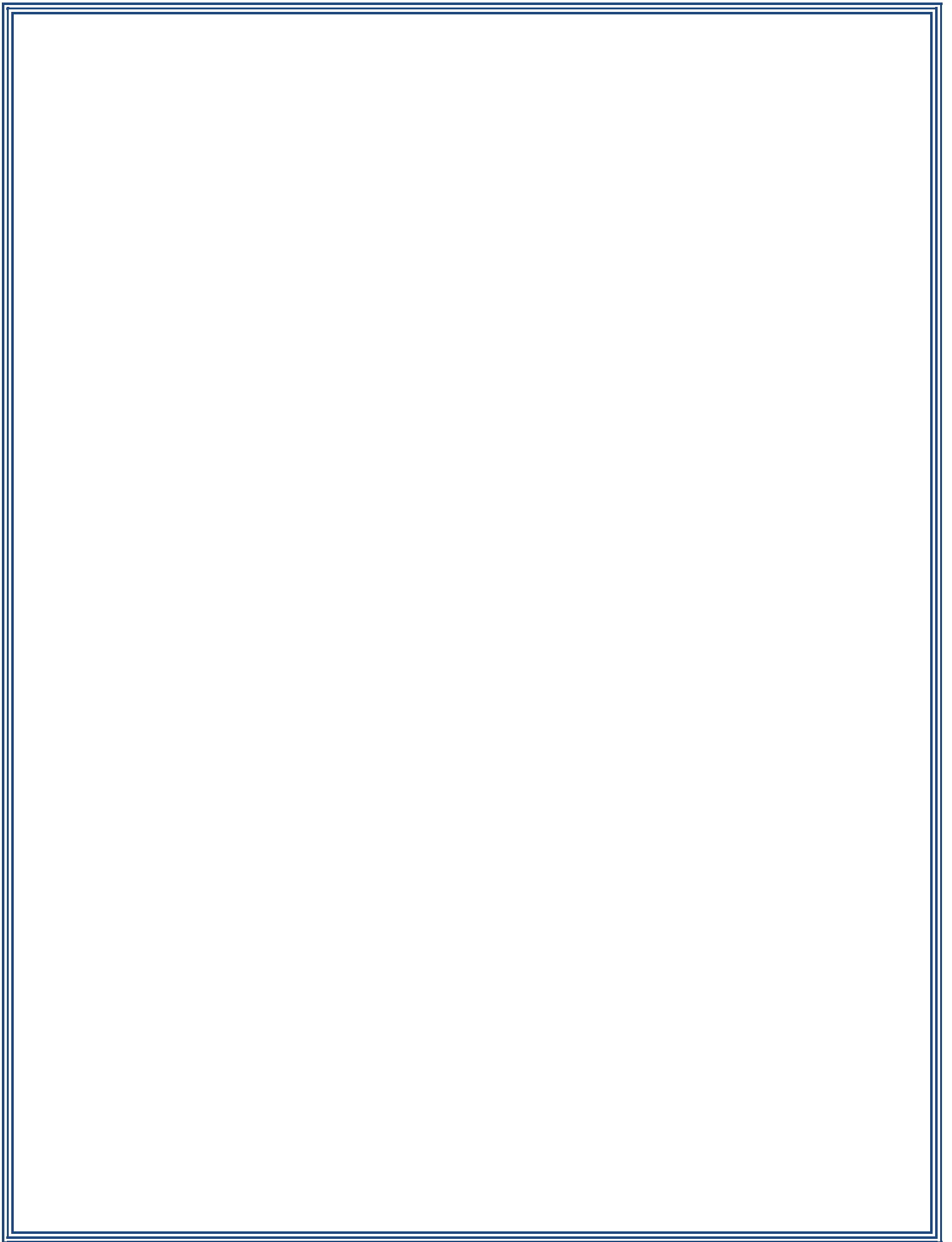
WINDSWEPT ACRES

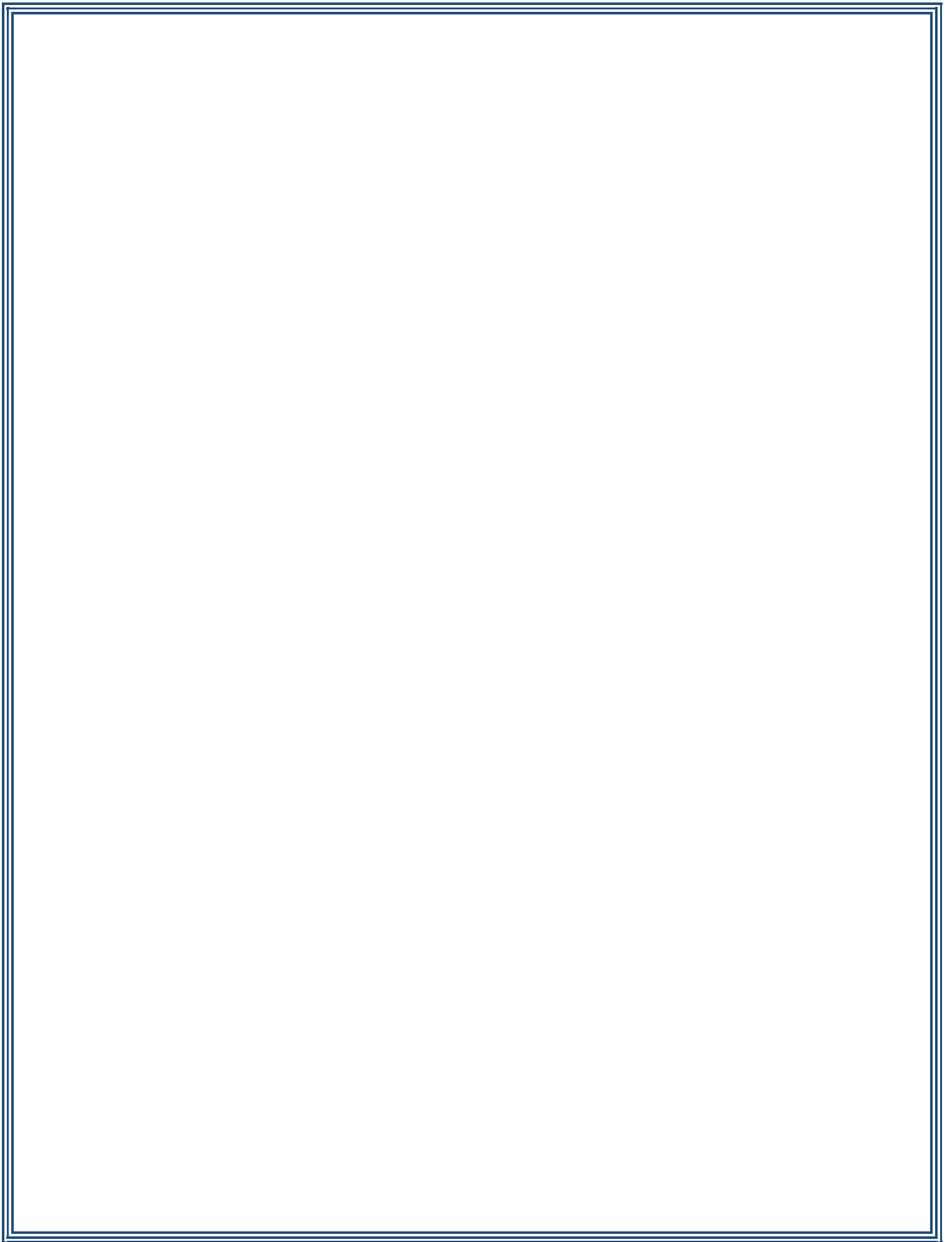
TENANT HANDBOOK



Bourne Housing Authority
871 Shore Road
Pocasset, MA 02559
508-563-7485







BOURNE HOUSING AUTHORITY
871 SHORE ROAD
POCASSET, MA 02559
508-563-7485
info@bournehousing.org

Dear Tenant:

On behalf of the Bourne Housing Authority Board Members and staff, I am pleased to welcome you to your new home.

We are proud of our properties and we wish you many happy years here.

Our dedicated and well-trained staff is here to assist you with any questions you may have.

This Handbook is intended to be a handy reference to answer any questions you may have regarding the rules, regulations or various features of your unit and complex.

Please read this handbook carefully. It will help to make your residency in this community a pleasant experience.

Many of the features of Windswept Acres are used in common with you and your neighbors. In order for Windswept Acres to fill its potential, everyone involved must share in community spirit.

Respect and consideration for others are the keys to any successful community. Please join us to make Windswept Acres a development which is a pleasant and attractive example of community life in our town.

Sincerely,

Debra Jordan

Executive Director

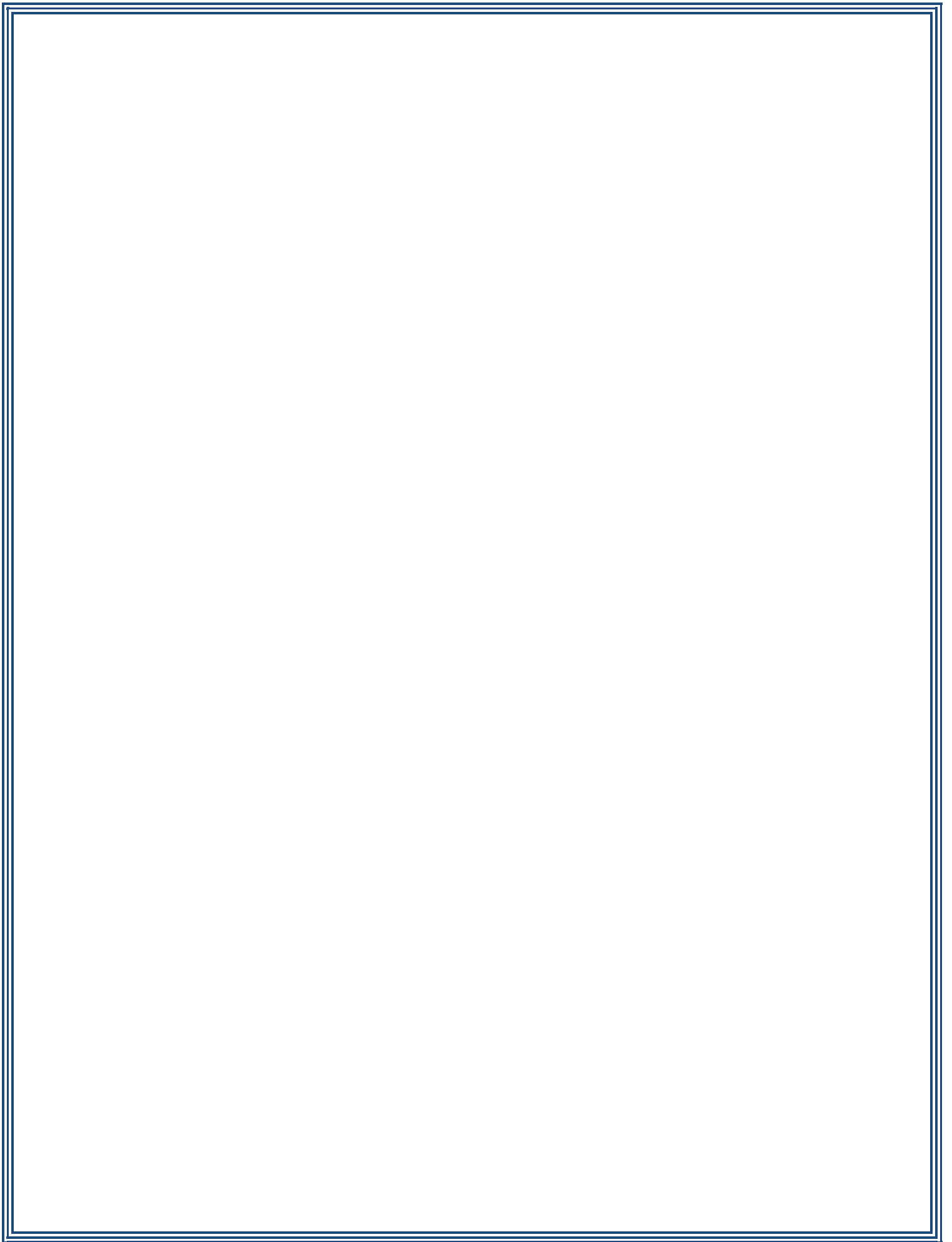


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BOARD OF COMMISSIONERS

Frederick Bartholomew, Chairperson

Lydia Manter, Vice Chairperson

Paula L. McConnell, State Appointee

Thomas Spence, Commissioner

Vacant Position, Commissioner

Board meetings are held on the third Thursday of each month in the Community Room of Roland Phinney Place, 871 Shore Rd., Pocasset, MA at 8:00 a.m., unless otherwise posted. All Board meetings are open to the public. If you wish to bring any matter before the Board of Commissioners, please refer to the Board Appearance Policy.

ADMINISTRATIVE STAFF

Debra Jordan, Executive Director

Kara Galasso- Garcia, Section 8 Administrator

Lubelia Gomes, State Housing Administrator

Karin Stuck, Federal Housing Administrator

MAINTENANCE STAFF

Dan DiMonda, Maintenance Supervisor

David Hill, Maintenance Mechanic

The Management Office is located in the Community Building of Roland Phinney Place, 871 Shore Road, Pocasset, MA. The office hours are 8:00 a.m. to 4:00 p.m. Monday through Thursday and 8:00 a.m. to 1:00 p.m. on Friday. Our office telephone number is **508-563-7485**.

For maintenance repairs call 508-563-7485

For all medical or fire emergencies, call 911

AIR CONDITIONERS

All air conditioner units are the sole property of the Tenant. The Bourne Housing Authority is not liable for installation, maintenance, repair, replacement or disposal of air conditioner units. All tenants requesting air conditioners will be given the air conditioner policy and acknowledge receipt of same. All tenants must adhere to the requirements of the policy. Air conditioners may not be installed until April 15 and must be removed by November 1 annually.

APPLIANCES

Stoves and refrigerators are the property of the Bourne Housing Authority. It is your responsibility to keep these appliances clean and in good condition. Broken or improperly functioning appliances are to be reported to the office. Tenants are responsible for supplying their own washers and dryers. Dishwashers and freezers are not allowed. Nothing is to be stored in the oven or on top of the stove. This is a serious fire hazard. If you have any questions or problems regarding your appliances, please contact the office.

BOARD APPEARANCE POLICY

If a tenant of the Bourne Housing Authority wishes to address the Board of Commissioners at a regularly-scheduled meeting, the tenant must have first exhausted all attempts to resolve the issue by following the Grievance Procedure adopted by the Board of Commissioners and approved by the Department of Housing and Community Development (DHCD). The tenant will first meet with the Executive Director to discuss the issue and try to come to an acceptable solution.

If the tenant is not satisfied, they may file a Grievance Complaint Form at the Office and schedule a hearing before an impartial grievance officer. If the tenant is not satisfied with the decision of the hearing officer, the tenant may then address the Board of Commissioners at the next scheduled meeting. The tenant must be specific regarding the matter that they want to discuss and the issue must directly bear on the common rights, duties or interests of tenants.

Should any interested party wish to address the Board of Commissioners of the Bourne Housing Authority, they may do so by submitting the request to the Executive Director no later than seventy-two (72) hours prior to the next scheduled Board meeting. The request must state specifically the purpose of the appearance. The request may be added to the agenda.

BOARD MEETINGS

Board meetings are held on the third Thursday of each month in the Community Room of Roland Phinney Place, 871 Shore Rd., Pocasset, MA at 8:00 a.m., unless otherwise posted.

CABLE TV

Cable service is provided by COMCAST. No satellite dishes are allowed to be installed on any part of the building or on the grounds.

CHANGE OF INCOME

Tenants are required to report any change in income to the Housing Authority within seven (7) days of such change. If the increase is greater than 10%, your rent will be redetermined and the new rent amount will be effective the first rent payment of the second month following the increase.

If your income should decrease please provide verification of the decrease as soon as possible. Your adjusted rent will be effective on the first rent payment day after you supply written documentation justifying the decrease. Failure to report an increase in income could result in loss of tenancy.

COMPLAINTS

If you have a complaint that you would like to discuss with Management, please contact the Housing Administrator for Windswept Acres or you may call the Executive Director. We are always available to listen to your concerns.

DAMAGES

During the course of an annual inspection, special inspection or anytime during tenancy, any damages that are incurred by the Tenant will be noted and a list of those damages will be sent to the Tenant by a written notice. The tenant will then have thirty (30) days in which to repair, replace or resolve the damages. A re-inspection date will be scheduled and noted in the notice.

Upon re-inspection, if the damages are not repaired, replaced or resolved, the Bourne Housing Authority will repair, replace or resolve the damages and the tenant will be responsible for the cost of labor and materials for any work done in accordance with the *SCHEDULE OF MAINTENANCE CHARGES* in effect at the time the damages are incurred.

The tenant will be sent an invoice for the charges and the tenant will be required to pay the charges within thirty (30) days from receiving the invoice. Failure to pay the damages will be considered a violation of the lease, Section IX (N) and further action will be taken.

During the course of a *move-out* inspection, any damages incurred by the tenant will be noted and a list of those damages and an invoice for the repair and/or replacement will be sent to the tenant by written notice. The damages will be repaired, replaced or resolved by the Bourne Housing Authority and the tenant will be charged for the cost of labor and materials in accordance with the *SCHEDULE OF MAINTENANCE CHARGES* in effect at the time the damages are incurred. Such notice will be sent to the tenant at their last known address or forwarding address if provided by the tenant. The tenant will have thirty (30) days in which to submit the amount owed for the damages. If payment is not received within thirty (30) days, the Bourne Housing Authority will pursue restitution in Small Claims Court.

EMERGENCY PLAN

Tune your radio to WCOD-FM 106.0 or any other Cape Cod radio station for emergency evacuation information. Below is a recommended list of items you should have prepared for your units:

1. Ample supply of water for drinking and washing.
2. Prepare containers of water and place in the freezer in case of the loss of electricity. This will help to keep your fresh foods fresh for a longer period of time and remember to keep your refrigerator door closed as much as possible.
3. Keep a supply of non-perishable foods handy with a non-electric can opener. Store foods that do not need to be cooked such as canned tuna, fruits, juices, granola bars, raisins and peanut butter. Store enough food for a few days.
4. Be sure your prescription drugs are filled and remain with you at all times.

5. Have an adequate supply of sanitation and personal hygiene items.
6. Keep your cell phone charged and have emergency contact information available.
7. Keep fresh batteries, a flashlight, candles, matches and a radio within reach, should you lose your power.
8. Fill your car with gas. Electricity may be out at gas stations for a long time.
9. Be sure you have a first aid kit well stocked and available.
10. Keep cash and credit cards accessible. ATM machines may not be accessible during a power failure.
11. Do not open windows. This does not stop wind from breaking glass.
12. If you have any items outside, please bring them inside. The wind can blow them away and cause more damage.

IN THE EVENT OF AN EVACUATION, LISTEN TO THE RADIO ON ANY CAPE COD STATION FOR INSTRUCTIONS FROM LOCAL OFFICIALS.

EMERGENCY SHELTER

Upper Cape Cod Regional Technical High School, 220 Sandwich Rd., Bourne, MA

EXTERMINATION

The Bourne Housing Authority provides extermination services on an as needed basis. Please keep your apartment clean and free of debris. Do not allow clutter or trash to accumulate. Make sure that all trash and garbage is put into plastic bags, sealed, and placed in the containers provided. Report any signs of bugs or rodents to the office immediately.

FEEDING ANIMALS

Tenants are not allowed to feed animals or birds, other than hummingbirds. Seed filled bird feeders are not allowed as they attract mice, rats, and other rodents. Do not spread or throw food out for animals or birds. This behavior attracts wild animals, turkeys, cats, and rodents. These animals carry diseases and can be a nuisance. Tenants are prohibited from feeding or harboring stray or wild animals.

FIRE PITS

Fire pits, open burning, campfires, and portable outdoor fireplaces are strictly prohibited.

GRIEVANCE PROCEDURE

All disputes concerning the obligations of the Tenant or Management shall be resolved in accordance with the Grievance Procedure in effect at the time such grievance arises. Please refer to Attachment A, pages 1 through 8 in this Handbook for a copy of the Grievance Procedure. A Grievance complaint form may be found on Page 8 of the Grievance Procedure.

GROUNDS

The grounds around each building are the property of the Bourne Housing Authority. Tenants must seek permission from Management **before** planting, pruning, trimming or removing any trees, shrubs, plants, flowers or bushes. No indoor furniture is permitted outside. Tenants are responsible for maintaining outdoor planters. Outside areas are to be kept clean and free from clutter or debris. Tires, tools, sporting equipment, and similar items are not allowed to be left outside.

HOUSEKEEPING

It is the responsibility of the Tenant to keep their unit in clean, sanitary condition at all times. Tenants shall not create any condition which is likely to attract rodents or insects, to cause offensive odors, or to endanger the health of any person.

INSPECTIONS

Each unit will be inspected at least once annually. There may be additional inspections. You will receive a 48- hour notice as to when your unit will be inspected. Normal wear and tear items will be identified and repaired as needed. If the inspector identifies any damage caused by the Tenant, the Tenant will be responsible for the cost of the replacement or repair of the damage. Please refer to page 11 of this handbook for a list of charges for damages. Please remember to call the office when something needs repair. A running toilet or leaking faucet or pipe can cause more serious damage if it is not repaired immediately.

KEYS

You will be issued two keys to your unit when you move in. If a Tenant moves, they must return all keys to the office and rent will be charged per diem until keys are received.

LEASE

All tenants receive a copy of their lease when they first move in. Your lease is the legally binding contract between you and the Bourne Housing Authority; it assures your right to live in your apartment so long as you abide by it and the attached rules and regulations. Read your lease and this handbook carefully. Please feel free to ask the Director or Housing Administrator about any parts which you do not understand.

LOCKOUTS

If you should lock yourself out of your unit and a maintenance person must come after hours you will be charged a fee of \$25.00. If the lockout is on a weekend or holiday, the fee is \$35.00. **It is recommended that you provide a trusted friend, neighbor or relative with an extra key to avoid these charges.**

MAILBOXES

Mailboxes are provided by the Post Office and are located near the driveway of your unit. You must visit the main Post Office in Buzzards Bay to obtain a key when you move in. If you go on vacation or if you will be absent from your unit for a period of time, please make arrangements with the Post Office to hold your mail. If you lose your mailbox key, you must contact the Post Office for a replacement.

MAINTENANCE EMERGENCIES

Maintenance staff is available for **EMERGENCY** repairs after regular business hours, on weekends, and holidays. Call 508-563-7485 to report an emergency. **For fire or medical emergencies dial 911 first.**

Examples of maintenance emergencies are:

- | | |
|---------------------------|------------------------------------|
| No heat | Gas odor |
| Locked out of unit | Toilet won't flush |
| Water leaks | Clogged tub or sink |
| Major roof leaks | Broken glass that affects security |
| Boiler/water heater leaks | Fallen ceiling |
| Refrigerator not working | Alarm going off |

All other maintenance needs should be reported to the office during normal office hours.

MOVING

Tenants are required to submit a thirty-day written notice to the Bourne Housing Authority when they are planning to move. You are liable for any damages which have occurred, except for normal wear and tear. A move out inspection will be scheduled to assess any damage. Keys must be returned in person to the office along with your forwarding address.

You are responsible to leave the unit clean, free of garbage and trash and in as a good a condition as when you rented it. Do not leave unwanted furniture or belongings in the unit. If we remove any items left behind, you will be charged for the service.

NOISE POLICY

Tenants are to refrain from making or creating loud noises which may unreasonably disturb neighbors. Tenants shall refrain from playing televisions, radios, sound systems with speakers, and musical instruments at a high volume. Tenants are not permitted to have unreasonably loud indoor or outdoor gatherings which create a disturbance.

NON-SMOKING POLICY

Smoking is prohibited on all Bourne Housing Authority properties. This includes both inside the units and on any outside area owned by the Housing Authority. It is a violation of your lease to smoke on Housing Authority property. Violation of the no smoking policy may result in eviction. Tenants are responsible for notifying guests of this policy.

OTHER VEHICLES/EQUIPMENT

No boats, campers, trailers, tents, trampolines, pools (including wading pools), swing sets or screen houses are allowed on Housing Authority property. Nothing is to be placed on the lawn that will interfere with the mowing of the lawn.

OVERNIGHT GUESTS

In accordance with your lease, Tenants may have **guests for no more than a total of twenty-one (21) nights in any twelve (12) month period.** If a guest has a known history of serious crimes or antisocial conduct, this circumstance shall be deemed a lack of adequate supervision if the guest violates the provisions of the lease. If a guest damages or destroys BHA property, the tenant may be held liable for the cost of repairs. Allowing unauthorized guests is a serious lease violation which will jeopardize your tenancy. If you have any questions, please contact the office.

PARKING/VEHICLES

All vehicles, including your guests, are to be parked in the paved parking areas only. There is no parking on the grass or in the yard. All vehicles must be registered and insured and verification must be provided to the office at initial lease-up and at annual re-certification. Any Tenant who has a vehicle that is leaking oil or any other fluid will be required to remove that vehicle from Bourne Housing Authority property until it is repaired and no longer leaking.

Only one vehicle per licensed tenant will be allowed on the property. Tenants are not allowed to wash their vehicles or work on their vehicles on Housing Authority property. Unregistered vehicles will be towed at owner's expense. BHA is not responsible for vandalism, theft, or damage to Tenant's or guest's vehicles.

PETS

Tenants are **not** allowed to have pets or to “pet sit” on Housing Authority property. Reasonably quiet birds and fish are allowed. Birds must remain caged at all times and fish tanks are limited to 20 gallons. Tenants are prohibited from feeding or harboring stray or wild animals.

REASONABLE ACCOMMODATION

A reasonable accommodation is a modification or change the BHA can make to its procedures and rules or to the person’s apartment or to a common area which would assist an otherwise eligible person with a disability to benefit from BHA housing or programs, provided that the change does not pose an undue financial and administrative burden to the BHA or result in a fundamental alteration of its program. If you or a member of your household have a disability or handicap and think you might need or want a reasonable accommodation you may request it in writing at any time or contact the office and we will discuss your request with you. You can get a reasonable accommodation form at the main office or by calling 508-563-7485. If you require help in filling out the form or need to submit your request in some other way, please contact us and we will assist you.

RECYCLING

All Tenants are encouraged to recycle. You may obtain a recycle bin from the Town of Bourne by calling 508-759-0651. Recycling is picked up every Wednesday. Please refer to the guidelines published by the Town of Bourne, which you will find in Attachment B of this Handbook.

RENT/RENT COLLECTION

Tenant shall pay rent monthly, in advance, on or before the first (1st) day of each month. Rent for any fraction of a month of occupancy, at the beginning or end of a term of the lease, shall be charged on a pro rata basis. Rent may be paid by check, money order or cash. Rent may be mailed or dropped off at our office at 871 Shore Rd., Pocasset, MA. If the office is closed, rent checks may be placed in the secure lock box to the right of the main door. Do not leave cash in the box.

In the event that a Tenant shall fail to pay any or all rent within seven (7) days of the due date, the BHA may declare the unpaid rent delinquent and issue a Notice To Quit. Prior to issuing said notice, except where the Tenant is habitually delinquent in paying rent and has had a prior opportunity for discussion within the prior six (6) months, the BHA shall provide the Tenant with an opportunity to discuss the reason for the late or non-payment of rent. Habitually late shall be defined as three (3) late payments within the last six (6) months.

In the event that a Tenant shall fail to pay all or any part of the rent within thirty (30) days of its due date, the BHA shall impose a late fee of \$25.00 for failure to pay rent when due. If Tenant shall have shown good cause for late payment to the BHA, and if the BHA and the Tenant shall have entered into a repayment agreement, the BHA, in its discretion, may waive the \$25.00 fee.

By charging the \$25.00 fee for late payment of rent, the BHA shall not have condoned Tenant’s breach of Tenant’s obligation to pay rent and, the BHA shall retain the right to issue a notice of termination of the lease to bring eviction proceedings against Tenant and to collect arrearages, constable fees and costs due to the Tenant’s failure to pay

rent when due. Tenants who wish to pay their arrearage during the Notice to Quit period must pay all rent owed as well as all other charges accrued as a result of a late payment of rent. Those charges may include late fees, filing fees or constable fees.

Any monies received during this time shall be accepted for "Use and Occupancy" by the BHA without waiving the BHA's managerial rights to the eviction process. All monies received for "Use and Occupancy" shall be applied to rental obligations with the oldest obligation being paid first. This shall apply to all programs administered by the BHA.

All checks received for payment of Tenant rent shall be deposited on the day received NOT the date of the check. Tenants are advised not to submit checks to the BHA unless there are sufficient funds in their account to cover the amount of the check. The BHA is not responsible for any bank charges to the Tenant for insufficient funds.

Any rent owed to the Bourne Housing Authority for unreported income will be due in full within 30 days from the date of the written notice to the Tenant. If your rent is late, any future rent paid will be applied to the arrearage first.

RENTER'S INSURANCE

The Housing Authority highly recommends that you acquire renter's insurance to cover the contents of your unit. BHA insurance covers the building only.

REPAIRS AND MAINTENANCE

If your unit needs maintenance, please call the office during office hours at 508-563-7485. Whoever answers the phone will put in a Work Order. Maintenance personnel operate on written order forms from the office. **Do not stop a maintenance person and ask him to do repairs.** He can only do repairs by written order from the office.

If it is an emergency repair and it is after normal office hours, call the office number (508-563-7485) and the answering service will contact maintenance for you. Tenants are responsible for calling in a work order as soon as they become aware of a problem. Do not wait until annual inspection time. Damages resulting from Tenant's neglect to report an issue may be charged to the Tenant.

Tenants will be responsible for the repair and/or replacement of anything in the unit that is determined to be Tenant-caused damage other than normal wear and tear. A Schedule of Charges can be found on page 11 of this handbook. Tenants are responsible for the cost of replacement of light bulbs. Tenants will be charged for damage caused by neglect.

SMOKE DETECTORS/CARBON MONOXIDE DETECTORS

The smoke detectors in your units are hard-wired. Under Massachusetts General Law, Chapter 148, Section 27A, it is a **criminal offense to tamper with smoke or heat detectors**. The batteries should be replaced immediately when the low battery detector beep is sounding. Tenants are responsible for battery replacement. The carbon monoxide detectors are not hard-wired. They are portable and require battery replacement. Please replace the batteries annually.

SNOW REMOVAL POLICY

Bourne Housing Authority is responsible for snow removal at Windswept Acres. In the event of a major snowfall (in excess of four inches accumulation), the following snow emergency will be in effect. We have one maintenance person and he must plow Continental Apartments in Buzzards Bay first, then Windswept Acres. We ask that you be cooperative and patient. Plowing does not begin until the storm is over. You will be expected to move your vehicles(s) when the road has been cleared and the maintenance person is still at your development.

SOLICITATION

There is no solicitation allowed on Bourne Housing Authority property.

SWIMMING POOLS AND TRAMPOLINES

For the safety and well-being of all Tenants and their children, swimming pools, including wading pools and trampolines are not allowed on Housing Authority property.

TOWN BY-LAWS AND ORDINANCES

All Tenants are required to comply with all by-laws and ordinances of the Town of Bourne. Bourne Town Hall is located at 24 Perry Ave., Buzzards Bay. The main phone number is 508-759-0600. You may also visit their website at www.townofbourne.com for further information.

TRASH

Each unit will be supplied with two trash barrels. The Town of Bourne picks up trash on Wednesday mornings. If there is a holiday, trash will be picked up the next day, which will be on Thursday. Please have barrels out by 8 a.m. All trash must be put in plastic bags or wrapped securely before putting into barrels. Be sure the lids are on tight. If animals get into your trash, you will be responsible for picking up the trash around your units. You must bring empty barrels in from the street by Wednesday evening. Please clean up any debris left in the area. The cost of replacement trash barrels damaged due to Tenant neglect will be charged to the Tenant at actual cost of the barrel.

UNREGISTERED VEHICLES

No unregistered vehicles are allowed on Bourne Housing Authority property. Unregistered vehicles are subject to being towed at owner's expense.

UTILITIES

Tenants are responsible for paying all utilities. Utilities must be put in your name prior to receiving the keys to your unit. You may call EVERSOURCE for electricity, National Grid for gas, VERIZON for telephone and COMCAST for cable TV. Be sure to ask each utility company if you are eligible for any discount for being elderly or disabled. If your utilities are turned off for non-payment, it is considered a violation of your lease and you will be subject to termination.

WALLS

To hang pictures, mirrors or any wall hangings, Tenants must use only hooks that are designed to hang these items. Tenants are not allowed to hang wallpaper, borders, contact paper or any type of wall covering with adhesive backing on walls. Tenants are not allowed to paint walls in the unit without permission from the Executive Director. If any alteration is done without permission, the cost of restoring the unit to its original condition may be charged to the tenant.

WATER CONSERVATION

All Tenants are encouraged to use water conservatively. No pools or sprinklers are allowed. No washing of vehicles is allowed.

WEBSITE

Please visit our website: www.bournehousing.org for general information.

SCHEDULE OF MAINTENANCE CHARGES

Special Charges

Lockouts (after normal working hours)	\$ 25.00
Lockouts (weekends and holidays)	\$ 35.00

Keys & locks

Front or Back Door Locks	\$ 25.00
Replace lost keys	\$ 5.00

Lighting

Bulbs (40 & 60 watts)	\$ 1.00
Fluorescent Bulb	\$ 7.00
Appliance Bulb	\$ 1.00

Windows & Doors

Each sash	\$ 50.00
Window screen	\$ 10.00
Window shades	\$ 10.00
Interior door	\$100.00
Exterior Door	\$150.00
Storm Door	\$100.00

Bathroom

Clogged toilet (Tenant-caused)	\$ 35.00
If plumber must be called (Tenant-caused)	Actual cost
Medicine cabinet	\$ 45.00
Medicine cabinet door	\$ 15.00
Lens for medicine cabinet	\$ 15.00
Towel Bar	\$ 10.00
Sink	\$100.00
Toilet Seat	\$ 12.00

Kitchen

Sink	\$100.00
Sink strainer	\$ 3.00
Kitchen cabinets	Actual Cost
Refrigerator parts for Tenant-caused damage	Actual Cost
8" surface units	\$ 20.00
6" surface units	\$ 15.00
Broiler elements	\$ 35.00
Broiler pan	\$ 20.00
Bake/broil knobs	\$ 20.00
Bake elements	\$ 35.00
Toggle switch	\$ 5.00
Clogged sink (Tenant-caused)	\$ 20.00

Other

Smoke detectors	\$ 20.00
Thermostat	\$ 20.00
Pest Control (Tenant-caused)	Actual Cost
Carpet	Actual Cost
Dump Runs	\$ 60.00

ATTACHMENT A

GRIEVANCE PROCEDURE

1. General Overview

- A. Department of Housing and Community Development (DHCD) regulations (760 CMR 6.08) require each local housing authority (LHA) to have a grievance procedure of which the purpose shall be the prompt and reliable determination of grievances. The procedure must be available to state-aided public housing tenants, participants in the Massachusetts Rental Voucher Program (MRVP) and the Alternative Housing Voucher Program (AHVP), and to individuals who file appeals pursuant to 760 CMR 8.00 (Privacy and Confidentiality).
- B. A grievance is defined as (1) an allegation that an LHA or an LHA employee has acted or failed to act in accordance with the tenant's lease or any statute, regulation or rule regarding the conditions of tenancy and the alleged action or failure to act has adversely affected the status, rights, duties or welfare of the grievant and/or a household member; (2) an allegation that an LHA or an LHA employee has acted or failed to act in accordance with any statute, regulation or rule regarding the program and that the alleged action or failure to act has adversely affected the status, rights, duties or welfare of the grievant or a household member; or (3) an appeal by a data subject pursuant to 760 CMR 8.00.
- C. The meaning of a statute, regulation or rule shall not be the subject of a grievance. A dispute between a tenant and another tenant or household member, in which the LHA is not involved, shall not be the subject of a grievance. A grievance shall not be filed by a tenant on behalf of another tenant or any household member of another tenant.

2. Initiation of a Grievance

- A. A grievance regarding whether good cause exists for terminating a lease shall be initiated by a tenant, **in writing**, and shall be mailed (postmarked) or delivered to the LHA at its main office within seven (7) days after a notice of lease termination has been given to the tenant by the LHA.
- B. A grievance regarding whether cause exists for terminating participation in the MRVP or AHVP shall be initiated by a program participant, **in writing**, and shall be mailed (postmarked) or delivered to the LHA at its main office within seven (7) days after a notice of program termination has been given to the tenant by the LHA.

- C. A grievance regarding some other matter shall be initiated by a grievant, **in writing**, and shall be mailed (postmarked) or delivered to the LHA at its main office no more than fourteen (14) days after the date on which the grievant first became aware or should have become aware of the subject matter of the grievance, provided the LHA shall have discretion to permit a grievance to be initiated late.
- D. In the event that a tenant files a grievance as to the amount of a predetermined rent within fourteen (14) days of the LHA's notice of the re-determined rent, the tenant shall continue to pay the rent then in effect (unless the re-determined rent is lower) until final disposition of the grievance. Upon final disposition of the grievance, the tenant shall pay any additional amounts determined to have been due but not paid since the effective date set out in the notice of re-determined rent or the LHA shall credit the tenant with any amounts paid but determined not to have been due.
- E. The LHA shall permit additional time for initiation of a grievance if the LHA shall find that there was a good reason for late initiation of the grievance and that the late initiation would not cause prejudice to the LHA. The LHA shall have available forms on which a grievance may be initiated.

3. Informal Settlement Conference

Promptly after the initiation of a grievance, unless otherwise provided, the LHA's Executive Director or his or her designee shall give the grievant the opportunity to discuss the grievance informally in an attempt to settle the grievance without the necessity of a grievance hearing. The LHA shall give reasonable advance notice to the grievant and his or her representative (if any) of a time and place for an informal settlement conference, unless such a conference shall have taken place when the grievance was delivered to the LHA. At the informal settlement conference, the LHA and the grievant may be represented by a lawyer or by a non-lawyer. If the grievance is resolved at the informal settlement conference, the LHA and the grievant shall acknowledge the terms of the resolution in writing. If the grievance is resolved at the informal settlement conference, no grievance hearing shall be held. If a grievance is not resolved at the informal conference, a grievance hearing shall be held. Failure to attend an informal settlement conference shall not affect a grievant's right to a grievance hearing

4. Right to a Hearing

A. The LHA's Hearing Officer shall conduct hearings on grievances filed by a public housing tenant, a program participant or a data subject concerning a grievable matter, provided that no grievance hearing regarding whether good cause exists for terminating a lease shall be requested or held under any of the following circumstances specified in MGL c. 121B, §32, including the following circumstances:

- (1) in the event of non-payment of rent;
- (2) in the event the LHA has reason to believe that the tenant or household member:
 - a. has unlawfully caused serious physical harm to another tenant or an employee of the LHA or any other person lawfully on the LHA's property;

- b. has unlawfully threatened to cause serious physical harm to any member of a tenant household or an LHA employee or any person lawfully on the LHA's property
 - c. has unlawfully destroyed, vandalized or stolen property of any member of a tenant household or of the LHA or of any person lawfully on the LHA's property; if such conduct involved a serious threat to the health or safety of any such person;
 - d. has unlawfully possessed, carried or kept a weapon on or adjacent to the LHA's property in violation of MGL c.269, Section 10;
 - e. has unlawfully possessed or used an explosive or incendiary device on or adjacent to LHA's property or has otherwise violated MGL c.266, Sections 101, 102, 102A or 102B;
 - f. has unlawfully possessed, sold or possessed with intent to distribute a class A, B or C controlled substance, as defined in MGL c.94C, Section 31, on or adjacent to the LHA's property;
 - g. has engaged in other criminal conduct which has seriously threatened or endangered the health or safety of any member of a tenant household, an LHA employee or any person lawfully on the LHA's property; or
 - h. has engaged in behavior which would be cause for voiding the lease pursuant to the provisions of MGL c.139, Section 19; or
- (3) in the event the LHA has reason to believe that a guest of a tenant or a guest of a household member has engaged in any of the behavior listed in subparagraph 4 A (2) and that the tenant knew beforehand or should have known beforehand that there was a reasonable possibility that the guest would engage in misconduct

5. Hearing Date and Notice of Hearing

- A. The LHA shall schedule a grievance hearing regarding whether good cause exists for terminating a lease within fourteen (14) days after the date on which the LHA receives the grievance. At such time, the LHA shall set a date for the hearing no more than thirty (30) days from the date of the request for a grievance hearing (or as soon as reasonably practical thereafter) and at least fifteen (15) days prior to the date of termination. The LHA shall give grievant written notice of the date, time and place at least seven (7) days before the hearing. At the grievance hearing, any additional reason(s) for termination of the lease, which arose subsequent to the date of the notice of termination, shall be considered so long as the LHA has given written notice to the grievant as to the additional reason(s) not less than three (3) days before the hearing, or, if the additional reason(s) for termination shall have arisen within such three (3) day period, a subsequent session of the hearing may be scheduled on not less than three (3) days' notice to consider such reason(s). In lease terminations, if the grievant is entitled to request a grievance hearing and has made a timely request, the LHA shall not file a summary process summons and complaint seeking an eviction pending the hearing and a decision or other resolution in the LHA's favor.
- B. A hearing of a grievance regarding an issue other than lease termination shall be scheduled as soon as reasonably convenient following receipt of the grievance.

The LHA shall give reasonable advance written notice of the time and place of the hearing to the grievant and to his or her representative, if any is known.

- C. The LHA or the hearing officer may reschedule a hearing by agreement of the LHA and the grievant; or upon a showing by the grievant or by the LHA that rescheduling is reasonably necessary.

6. Pre-Hearing Examination of Relevant Documents

Prior to a grievance hearing, the LHA shall give the grievant or his or her representative, a reasonable opportunity to examine LHA documents which are directly relevant to the grievance. Following a timely request, the LHA shall provide copies of such documents to grievant and, for good cause (including financial hardship), may waive the charge for the copies.

7. Persons Entitled to be Present

The grievance hearing shall be private unless the grievant requests that it be open to the public. If the grievant requests an open hearing, the hearing shall be open to the public unless the hearing officer otherwise orders. The LHA and the grievant shall be entitled to specify a reasonable number of persons who may be present at a private hearing. A challenge to the presence of any such person shall be decided by the hearing officer. At the grievance hearing, the LHA and the grievant may be represented by a lawyer or by a non-lawyer. Each person present at the hearing shall conduct himself or herself in an orderly manner or he or she may be excluded. If the grievant misbehaves at the hearing, the hearing officer may take other appropriate measures to deal with the misbehavior, including dismissing the grievance.

8. Procedure at Grievance Hearings

The hearing officer shall conduct the grievance hearing in a fair manner without undue delay. The hearing officer shall initially take appropriate steps to define the issues. Thereafter, relevant information, including testimony of witnesses and written material, shall be received regarding such issues. Both the grievant and the LHA shall be entitled to question each other's witnesses. Procedure at the hearing shall be informal and formal rules of evidence shall not apply. The hearing shall be tape-recorded. The hearing officer may question witnesses and may take notice of matters of common knowledge and applicable laws, regulations and LHA rules and policies. The hearing officer may request the LHA or the grievant to produce additional information which is relevant to the issues or which is necessary for a decision to be made provided that the other party is provided an opportunity to respond to such additional information.

The tapes of the hearing shall be maintained by the LHA until any applicable appeals have been decided. During that time, grievant and/or his or her representative may listen to the tapes at the LHA's office.

9. Written Decision by Hearing Officer

Within fourteen (14) days following the hearing, or as soon thereafter as reasonably possible, the hearing officer shall provide the LHA with a written decision on the grievance, describing the factual situation and ordering whatever relief, if any, that shall be appropriate under the circumstances and under applicable laws, regulations, rules and/or policies. The decision shall be based on the information at the grievance hearing and such additional information as may have been provided to the hearing officer at his or her request. The LHA shall forthwith mail or otherwise deliver a copy of the decision to the grievant and his or her representative, if any. A copy of the decision (with names and personal identifiers deleted) shall thereafter be maintained at the LHA and shall be open to public inspection.

10. Review by the LHA's Board

In cases where the decision of the hearing officer concerns whether good cause exists for terminating a lease, there shall be no review by the LHA's Board. In other cases, in the event that the grievant or the LHA believes that: (a) the decision of the hearing officer is not supported by the facts; (b) the decision does not correctly apply the terms of the lease or applicable laws, regulations, rules and/or policies; or (c) the subject matter is not grievable, within fourteen (14) days of mailing or other delivery of the decision, the grievant or the LHA may request review of the decision by the LHA's Board. The Board shall promptly decide whether to uphold, set aside or modify the decision after permitting the LHA and grievant to make oral presentations and/or submit documentation. The Board may also permit the hearing officer to make a presentation. The Board's review shall be at an open meeting unless an executive session is warranted pursuant to the Open Meeting Law. The decision of the Board shall be in writing and shall explain its reasoning. If a written decision is not rendered within forty-five (45) days from the date a review is requested, the decision of the Board, when rendered, shall specify a reason showing that there has been no undue delay.

11. Review by the Department of Housing and Community Development

In the event that the LHA's Board shall make a material change in a decision of the hearing officer, upon written request of the grievant made to DHCD within fourteen (14) days of mailing or other delivery of the Board's decision, DHCD shall review the decision of the Board and shall render a written decision upholding, setting aside or modifying the decision of the Board. DHCD shall mail copies of its decision to the LHA and the grievant or to their attorneys.

12. Effect of a Decision on a Grievant

The final decision on a grievance (after any properly requested administrative reviews have been decided) shall be binding between the LHA and the grievant with respect to the particular circumstances involved in the grievance, provided that if a court has jurisdiction to determine a matter which has been subject to decision on a grievance, the court's determination on the matter shall supersede the decision on the grievance. In the event the hearing officer's decision on a grievance determines that good cause exists for terminating a lease, the LHA may, upon receipt of the decision, file a summary process summons and complaint, and there shall be no review by the Board or DHCD. The fact that a person may have failed to grieve a matter shall not affect

any such jurisdiction by a court. As between the LHA and any person who was not a grievant, the decision on a grievance shall have no binding effect.

PART B

1. Single Hearing Officer

All grievance hearings and determinations of grievances shall be handled by a single Hearing Officer. The Hearing Officer shall be appointed to serve for a term not to exceed seven years and shall serve all residents of state-aided public housing and all participants in the Massachusetts Rental Voucher Program (MRVP) and the Alternative Housing Voucher Program (AHVP) who hold vouchers administered by the LHA.

The LHA shall from time to time nominate one or more persons to serve as Hearing Officer(s) to preside at and conduct hearings and to render prompt and reliable written determinations of matters at issue. The LHA shall notify tenants of its nominees for Hearing Officer(s) by posting all such nominations on all bulletin boards intended for notices of general interest to tenants. Each nomination shall include a resume of the nominee and the length of the term for which he or she is nominated. Within thirty (30) days after the posting of a nomination, ten (10) or more tenants may disapprove the nominee by giving signed, written notice to the LHA. A notice of disapproval shall include the specific reason(s) why such tenants disapproved the nominee. In the absence of a disapproval, the nominee shall become a Hearing Officer upon written acceptance mailed or delivered to the LHA which shall then post notice thereof.

Each Hearing Officer shall annually certify to the LHA in writing that he or she is ready, willing and able to serve; failure to so certify within ten (10) days of receipt of a written request by the LHA shall render the Hearing Officer's position vacant.

2. Impartiality of the Hearing Officer

No Hearing Officer or a member of his or her family shall have or shall appear to have any direct personal or financial interest in the outcome of any matter before him or her. No Hearing Officer shall be related by blood or marriage to any party or to any person who gives evidence as to facts which are disputed by the parties. No Hearing Officer may determine matters which directly concern his or her own housing or the housing of a family member or his or her own status or the status of a family member in that housing. Each Hearing Officer shall determine any matter at issue impartially and objectively on the basis of the evidence and applicable law. Any Hearing Officer who shall be or shall appear to be unable to determine any matter impartially and objectively shall remove himself or herself as Hearing Officer, whether or not he has been requested to do so.

3. Removal of the Hearing Officer

A Hearing Officer may be permanently removed from office at any time for inefficiency, neglect of duty, willful and material delay of proceedings, bias or partiality. The LHA may remove a Hearing Officer after notice to the Hearing Officer and the opportunity for him or her to be heard.

4. Appointment of Interim Hearing Officer

If there shall not be a Hearing Officer able and willing to serve for one or more pending matters and if use of the appointment process in Part B, Section 1 of this grievance procedure would likely cause significant delay with potential adverse consequences to either the LHA or the grievant, the LHA may request that an interim Hearing Officer be named by DHCD. Such a request shall be in writing and shall specify the reason for the request. Notice of the request shall be posted, and tenants shall be given a reasonable opportunity to comment to DHCD about the request. If DHCD finds there to be a reasonable need for an Interim Hearing Officer, DHCD shall name an interim Hearing Officer. DHCD may name a previously disapproved nominee to serve as interim Hearing Officer if it finds that the stated reasons for disapproval did not constitute good and sufficient cause for disapproving the nominee.

An Interim Hearing Officer shall have all the powers and duties of a Hearing Officer and shall serve in the pending matters for which he or she was appointed. An Interim Hearing Officer may be nominated by the LHA to be Hearing Officer in the manner set out herein.

5. Scheduling

The LHA shall be responsible for scheduling and other administrative matters, including all necessary notices. The LHA shall consult with the Hearing Officer and shall schedule hearings at times convenient for him or her.

BOURNE HOUSING AUTHORITY
GRIEVANCE COMPLAINT FORM

NAME: _____
(please print clearly)

ADDRESS: _____
(include unit number)

COMPLAINT: (please include all the facts that relate to your complaint. Attach additional sheets, if necessary).

Please write down what action you would like the Authority to take to resolve your complaint. Please be as specific as possible.

Signature of Tenant

Date

BOURNE HOUSING AUTHORITY
TENANT HANDBOOK RECEIPT

**I CERTIFY THAT I HAVE RECEIVED A COPY OF THE TENANT HANDBOOK
FOR WINDSWEPT ACRES.**

**I UNDERSTAND THAT IT IS MY RESPONSIBILITY TO READ THIS
HANDBOOK AND TO CALL THE OFFICE IF I HAVE ANY QUESTIONS.**

Name of Tenant (please print)

Unit #

Tenant Signature

Date