Missoula Housing Authority

TENANT HANDBOOK

CONTACT INFORMATION
1235 34th Street
Missoula, Montana 59801
Phone: 406-549-4113
Fax: 406-549-6406
Email: info@missoulahousing.org

HOURS OF OPERATION:
Monday- Thursday: 8:00AM-5:00PM
Friday: By Appointment Only

FOR RESIDENTS IN PUBLIC HOUSING PROPERTIES
DIRECTORY

Emergency…………………………………………………………………..Dial 911

24 Hour Emergency Maintenance Line………………..406-207-5238

MHA Main Office…………………………………………………………406-549-4113

Property Manager………………………………………………………..406-549-4113, x. 115

ROSS Coordinator………………………………………………………..406-549-4113, x. 108

FSS Coordinator…………………………………………………………..406-549-4113, x.126

MHA Waitlist Coordinator…………………………………….406-549-4113 ext. 113

Missoula Police Department
406-522-8300:
The Missoula Police Department is located at 435 Ryman Street Downtown Missoula
Use the 24-hour South Entrance (nearest to metro center)
1. Please report any illegal acts or crimes on your property to the Police Department,
2. Provide your property manager with the police report with your complaint
Issues outside of the City, call The Missoula County Sheriff: 24-hour line 406-288-4810

SEXUAL ASSAULT SERVICES
Law enforcement officers from the police department and the Sheriff’s department
are available to respond 24 hours every day for emergency and nonemergency reports of sexual assault.

Providence St. Patrick Hospital First Step Resource Center
24-hour line: 406-329-5776
St. Patrick Hospital Emergency Room
406-329-5635
First Step Resource provides services for children, families and adults in Missoula who may have experienced
sexual assault or child abuse.

YWCA
24-crisis line: 406 542-1944 or 800-483-7858
1130 W. Broadway Missoula

The YWCA Pathways program offers 24-hour response to those who have experienced sexual assault,
domestic violence and stalking.

Crime Victim Advocate Program
406-258-3830 or 866-921-6995 Walk-in/telephone hours: M-F 8:30-4:30PM
317 Woody (across from courthouse). Temporary Orders of Protection
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ABOUT YOUR APARTMENT

MISSOULA HOUSING AUTHORITY TENANT HANDBOOK
This handbook contains important information and is part of your Rental Agreement. If you have questions that are not answered in your Rental Agreement or this handbook, please call MHA and someone will be happy to assist you.

MEET THE STAFF
The Property Manager and Property Maintenance Technician work together within well-defined roles to successfully manage and maintain your homes, property grounds, and buildings.

PROPERTY MANAGER
Your Property Manager is responsible for the overall operation of your development, including the day-to-day management of the apartment’s buildings, and grounds. This person is responsible for day-to-day management duties. You probably met your Property Manager when you signed your lease and picked up your keys. In the months and years ahead, he or she almost always will serve as your contact for apartment rentals, inspections, interviewing, complaint resolution, rent collections

PROGRAM SPECIALIST
Your Program Specialist works with compliance and has determined your eligibility for the program, and will ensure you are recertified each year. The Department of Housing and Urban Development (HUD) requires your family to provide current and accurate information on income, assets, allowances and deductions, and family composition every year. You are required to sign a statement giving MHA the right to verify the information you provide. MHA will notify you in writing of the date and time of your annual recertification. Recertifications are done by mail. Failure to submit recertification forms and documents in a timely manner can result in termination. ANNUAL RECERTIFICATION is a program requirement.

PROPERTY MAINTENANCE TECHNICIAN
Your Property Maintenance Technician works closely with the Property Manager. The Property Maintenance Technician has specific responsibility for the physical welfare of your development. Your Property Maintenance Technician see to it that apartments, grounds, and buildings are kept in good repair and that your development’s public spaces are kept clean, functioning, and attractive. Maintenance Technicians keep the development clean by cleaning the common areas, taking care of the lawns, shrubs, and trees, and are trained to make basic repairs in your apartment. From time to time, you will encounter other professionals — painters, plumbers, elevator mechanics, carpenter – as well as private contractors. It takes a lot of work to keep your development running properly, and we are proud of our maintenance and management staff. They, in turn, are proud to serve you.
YOUR FIRST LOOK—THE MOVE-IN INSPECTION
As a new resident, you are entitled to a pre-occupancy inspection of your new apartment, with your Housing Assistant or other property management representative, in order to identify items and conditions that may need repair and avoid future charges for them. Inspect your apartment as soon as you get the keys. Your apartment should be in good condition, but if you see anything that is missing or in need of repair, please notify the Property Management Office immediately. If you fail to report problems within a reasonable amount of time, you may be held responsible and face possible costs for the work required.

LOCKED OUT?
If you lose your apartment door key and are locked out of your apartment during regular business hours (8:00 a.m.-4:30 p.m.), call your property manager to create a work order. Once the work order is generated, **THE LEASEHOLDER, with proper identification**, must go to the Property Manager’s office to sign the work order. This provides staff with authorization to drill and change the lock, if necessary. There will be a minimum ½ hr. charge to the resident’s account for the new lock and keys and the Maintenance Technicians and/or Property Manager’s time.

If you are locked out after business hours (4:30 p.m.-8:30 a.m. and weekends), please contact a locksmith. Special accommodation may be made for seniors and disabled residents who are locked out after hours with a Reasonable Accommodation for Disability.

BUILDING ENTRANCES
Some of MHA’s building entrances have been equipped with security features such as locked front doors, intercoms, and/or security camera systems. As a resident, we ask that you assist with ensuring the security features are used properly, or that a malfunctioning unit is reported promptly. Do not hold a door open with a door stop or a similar device. Help us keep you and your neighbors safe: make sure that doors are closed properly and only known and authorized visitors are admitted into the building.

KEY FOB DOOR SYSTEMS
MHA has lobby entries at some apartment complexes with magnetic door locks. These locks do not require metal keys; you and other adult household members are provided with a small, round key fob. To release the magnetic lock, the key fob is placed in front of the black panel located next to the door. In these buildings, no metal keys will be issued to gain entry to the building.

If your family composition changes and a new member has been officially recognized on the Lease, you may request an additional key fob for the new household member. Should you or another household member lose a key fob, you must inform the Property Manager immediately. The process for obtaining a replacement key fob is the same as replacing a metal entrance key: You will be charged for the lost or stolen key fob and then issued a replacement. The lost or stolen key fob will be deactivated, rendering it useless for entry into the building.
INTERCOMS
Some of MHA’s buildings are equipped with entryway intercoms. Intercoms are a two-way communication system from the front entry of a building into individual apartments. Intercoms buzz directly into your unit and allow you to provide entry to YOUR authorized guests. Guests will not be issued key fobs. Only allow YOUR guests into the building. If someone is waiting to get into the building as you are entering or exiting, you should not allow people who are unknown to you into the building. If it is discovered that you have allowed someone into the building that is not YOUR guest, you could be held accountable for their actions once they are inside the building, and you may be issued a lease violation. As with the lobby doors, please advise the Property Manager if the intercom is malfunctioning.

APARTMENT DOOR LOCKS
The front door of your apartment has been equipped with a good lock. We permit no lock replacements. You may not repair or replace a lock without written permission from your Property Manager.

SELF-CLOSING FIRE DOORS
Some doors that open into a hallway, apartment, stairway, or other common passageway (whether enclosed or open) must be self-closing; that is, when opened and released, the door must swing shut and completely close and latch by itself. Self-closing fire doors help to prevent the spread of fire. Residents are prohibited from removing or disabling any self-closing door or permitting such a door to be held open by any device. There are no exceptions to this requirement. These doors will be inspected periodically to ensure that the door closes properly.

SMOKE DETECTORS
Montana state law requires that each apartment be equipped with a smoke detector. You are responsible for periodically inspecting and testing it to determine that it is in working order. If for some reason the smoke detector is not working, you should contact your Property Manager immediately. New batteries should be installed at least once a year. It will be easier to remember this task if you install them on a birthday, a holiday, or when you adjust your clocks forward or back in the spring and fall. Many battery-powered units “chirp” or give some other signal when their batteries need replacement. Residents are responsible for the purchase and installation of a new battery. Special accommodation for labor may be made for seniors and disabled residents who are unable to replace their own batteries, however residents will be charged for the battery(ies).

CARBON MONOXIDE DETECTORS
Carbon monoxide (CO) is a colorless, odorless, tasteless, and toxic gas that results from the incomplete combustion of fossil fuels such as gasoline, natural gas, and oil. Dangerous amounts of CO can accumulate when fuel is not burned properly or when rooms are poorly ventilated and the CO is unable to escape. To help prevent CO poisoning, a law was passed in 2004 that requires the installation of CO detectors in every apartment where a fossil fuel-burning furnace or boiler is located. These must be installed within 15 feet of each bedroom lawfully used for sleeping. The occupant of each apartment is responsible for the maintenance and repair of the detector(s) and for replacing any or all detectors that are stolen, removed, missing, or become
inoerable during the occupancy of the apartment. Special accommodation for labor may be made for seniors and disabled residents who are unable to replace their own batteries, however residents will be charged for the battery(ies).

If your CO detector goes off, stay calm. Once you determine that it is not your smoke alarm, you should silence the detector by pushing the reset/silence button, open windows, check on the rest of your household members (including pets), and call 911. NEVER USE YOUR STOVE FOR HEATING AS THIS CAN INCREASE THE RISK OF CO POISONING.

INSTALLATION OF TELEPHONES AND INTERNET
You have to make all of your telephone and internet provider arrangements directly with the company you would like to use.

ANTENNAS AND SATELLITE DISHES
MHA residents are prohibited from installing any television or other antenna attached to the outside of their apartment without prior written consent from the Property Manager. This includes any type of satellite dish antenna that might be attached to window frames, window guards, or the brickwork on the exterior of the building. Roof antennas are not permitted; however, a master TV antenna may be available at your apartment complex. Contact your Property Manager for details.

EXTERMINATOR SERVICE
If you experience any problem with mice, rodents, or bed bugs, you must call your Property Manager. If you need treatment for bed bugs, you will need to assist in treating the problem by following the infestation protocol that you will receive when you make a report of an infestation. You should never use any fogger-type aerosol bug sprays in the apartment.

WASHING MACHINES AND DRYERS
Washers and dryers are provided either in the unit or in a common laundry room at some MHA properties. Residents should take care to use these machines in a reasonable and safe manner. Residents should use low-suds/High Efficiency (HE) detergents, both for the efficient operation of the machines and to avoid soap backups into either your or your neighbor’s apartment, or onto the common laundry room floor.

For common area laundry facilities, please clean out all washers and dryers after use. Make sure all of your laundry has been removed promptly. Do not use the washers for any pet beds or blankets with pet hair on them.

PLUMBING
Plumbing is not designed to handle garbage, food, coffee grounds, grease, feminine napkins or tampons, large amounts of toilet paper or paper towels, or toys. You will be charged for a service call if these items are clogging your drains. Please use a household plunger to attempt to dislodge any clogs before calling maintenance. Please do not use Drano, Liquid Plumber, or other over the counter substances. If you are having problems with
a slow running or plugged drain, call your Property Manager (AFTER YOU HAVE TRIED TO PLUNGE) to enter a work order. There is no charge unless the stoppage was caused by your negligence.

**PARKING FACILITIES**

Most Missoula Housing Authority developments have parking facilities on the property. Some properties are required to display a parking permit, which will be issued during your leasing appointment, in order to determine vehicles that are authorized to park on the property. Illegally parked vehicles on MHA properties can be tagged, or towed at the owners’ expense. MHA’s parking facilities are either reserved (the lot and space number are assigned to each renter) or non-reserved, where parking is available on a first-come, first-served basis. MHA is responsible for the maintenance of the parking facilities. For information on parking availability, fees, and the application process, you can contact your Property Manager. MHA will not assume any responsibility for any automobile parked on MHA property. The duplication or misuse of parking permits may lead to the revocation of the parking permit and/or termination of tenancy proceedings.

**ROUTINE MAINTENANCE NEEDS**

All requests for routine maintenance should be made to your property manager during office hours by phone, email, or in person. When calling in a work order or leaving a message, **list your full name, address including unit number, working phone number, and the specific location and nature of the problem.** A voicemail should also include whether MHA has permission to enter during the next three business days. In the event you do not allow Maintenance Technicians to enter your apartment, then you will need to schedule directly with the Property Manager. If you call in a work order and do not allow the Maintenance Technician into your apartment within 72 hours of your call, your work order will be cancelled. **If you make an appointment with a Maintenance Technician and are not present, you will be charged $25.**

**EMERGENCY MAINTENANCE NEEDS**

In the case of an emergency after business hours, you must call the emergency cell contact listed on the front of the handbook. If you do not reach the technician immediately, please leave a message if necessary, as the technician may be on another call. **MHA requires that you list your full name, address including unit number, working phone number, and the specific location and nature of the problem.** The technician will prioritize all calls, and respond accordingly.

You may not utilize the emergency phone for Non-Emergency Work Order Requests. In the event it is reported that you have abused the emergency phone, you will be issued a lease violation, and may be charged for labor. For instance, problems installing cable would NOT be considered an emergency. Examples of emergencies are broken or frozen water pipes, no heat, no hot water, broken windows or a flooding unit.
If your maintenance emergency is life threatening, your health or safety is at risk, or your personal property is being vandalized, please call 911 for emergency services. MHA Maintenance & Management will not be able to immediately assist you in these emergency situations.

MHA retains the right to enter any apartment to perform any essential work or to investigate any violation of rules. Unless there is an emergency such as a fire, gas, or water leak, we normally will enter your apartment only with your permission. In other words, you have MHA’s assurance that it will not abuse its right of entry. However, failure to provide staff with access can result in administrative action to terminate tenancy for breach of rules and regulations. Check your lease for a complete list of these rules and regulations. MHA also requires residents to provide access for inspections and may drill your locks or start a tenancy action if you fail to provide access for required apartment inspections.

**FIRE PROCEDURES**

**IN CASE OF FIRE IN YOUR UNIT**

- **EXITS MUST REMAIN CLEAR AT ALL TIMES!** Exits must not be blocked for ANY reason. All doors and windows in common areas and in your apartment must remain accessible and functional AT ALL TIMES.

- In the event of a fire vacate the premises immediately, and call 911 from a safe location. If you can self-rescue, please do so. Disabled or elderly persons will need to seek areas of refuge as designated by the Property Manager and Fire Department.

- Do not use the elevator, use the nearest stairwell to leave the building

- Make sure everyone leaves your home with you

- Do not go back into the building for any reason until the fire marshal gives permission.

**SMOKE ALARMS AND EXTINGUISHERS**

There are combination smoke and carbon monoxide detectors installed in your unit as required by law. These devices were tested and in good working order at the time you moved in. **It is your responsibility to properly maintain these detectors. If you feel you are unable to maintain your smoke detector, please contact your Property Manager.** Please follow these rules to ensure that your detector is working properly:

Test your alarm monthly; as all MHA approved smoke alarms have a test button. Use a broom pole or other long object to test the detector Replace batteries once a year. Special accommodation for labor may be made in advance for seniors and disabled residents who are unable to replace their own batteries, however residents will be charged for the battery(ies). If the smoke detector is malfunctioning, please report to your property manager.
If your unit has a fire extinguisher, familiarize yourself with its use. For most properties, the extinguishers are in the hallways. There is no charge to the resident if the extinguisher is used in an emergency, however you will be charged the cost of recharging the extinguisher if it is used for any reason other than an emergency. MHA will perform fire safety drills in accordance with Montana Fire Code.

HOUSEHOLD FIRE HAZARDS
Cooking and smoking cause most residential fires. So, in addition to keeping your stovetop clean, remember to keep flammable materials, such as potholders, towels, newspapers, and plastic bags, away from the stove. Do not leave the stove unattended when you are cooking. Never use water to put out grease fire; instead, cover the pot or pan with a lid to smother the fire. Never put metal objects into the microwave, as this may create a dangerous condition. Always keep matches and lighters out of the reach of children. To avoid electrical fires in your apartment, replace all frayed, cracked, or broken electrical cords with new ones, and do not plug more than one large appliance into a single electrical outlet. Report all broken/damaged electrical outlets/receptacles.

- Smoking is not permitted in Public Housing Apartments at any time!
- And remember… You may not store gasoline, propane, charcoal briquettes or any flammable materials inside your home or storage areas.

POTENTIAL HAZARDS
MOLD
Mold is a fungus that grows on, and sometimes in, damp surfaces and objects. In nature, mold helps break down dead material and can be found growing on soil, foods, plant matter, and other items. Mold produces microscopic cells called “spores,” which are very tiny and spread easily through the air. Live spores act like seeds, forming new mold growth (colonies) when they find the right conditions. Mold is most likely to grow where there is water or dampness, such as in bathrooms. Mold usually appears in its early stages as black circles or blotches. Most types of mold that are routinely encountered are not hazardous to healthy individuals. However, too much exposure to mold may cause existing conditions such as asthma, hay fever, or other allergies to get worse. Mold and Mildew are problems that are especially prevalent in high moisture areas. Missoula averages 14 inches of rain and is a dry climate. That said, mold and mildew spores are present in the environment and can't be eliminated. Excess moisture is the leading cause of mold or mildew growth indoors. However, most sources of moisture can be controlled by simple procedures under your control. In order to reduce the incidence of mold and mildew, protect your own health and the condition of your unit, Resident agrees to do the following:

1. Keep the humidity low and the temperature down. Use your stove only for cooking, never for heating. Cover pots when cooking and run your exhaust vent hood fan.
2. Provide adequate ventilation and use fans. Make sure your bathroom fan is cleaned of any accumulated dust from the vent cover in order to improve circulation. Run the bathroom fan for 10-15 minutes after you shower or run a bath in order to remove excess moisture from the air.
3. Clean your apartment regularly and thoroughly.
4. Notify management immediately of excess moisture problems

Resident understands and agrees that failure to do any of the enumerated actions in this Addendum shall constitute both a material non-compliance with the rental agreement affecting health and serious violation of the
Rental Agreement. Resident will be financially responsible for all damage resulting from failure to comply with this Addendum.

SAFETY

Many areas of this property may pose dangers to unattended children who may not be aware of the risks. The landlord and its agents cannot be responsible for watching and supervising children’s activities. Various state and federal laws prohibit the landlord from imposing rules and regulations which discriminate against children.

THEREFORE, PARENTS AND THOSE PERSONS HAVING CARE, CUSTODY OR CONTROL OF CHILDREN ARE RESPONSIBLE FOR THE SUPERVISION, SAFETY AND WELL-BEING OF THOSE CHILDREN.

Following are some areas that may pose special dangers to children. This list is not meant to cover all possible dangers that may be present.

WINDOWS: screens are meant to keep bugs out, not children, pets or adults in.
USE OF APPLIANCES: stoves and ovens get hot.
PARKING LOTS & DRIVEWAYS: people sometimes drive quickly so take precautions.
DUMPSTERS OR TRASH/RECYCLING AREAS: do not overload your trash to be too heavy
WATER: bath mats and handrails
SNOW AND ICE: Spreading the ice melt MHA provides in the winter can help melt ice and snow.
BALCONIES, DECKS, SECOND STORY WALKWAYS
PLAY AREAS: supervising children

RENT COLLECTION POLICY

The property you live in is owned and/or managed by the Missoula Housing Authority. In order to remain in your home, you must pay rent in advance of the coming month.

WHEN IS RENT DUE
Rents are due on the first day of the month.

RENT PAYMENT OPTIONS
Rent may be paid by check or money order made payable to “MHA” or “Missoula Housing Authority.” MHA DOES NOT ACCEPT CASH EVER. Your address including apartment number must be clearly printed on the payment to ensure your rent is receipted correctly.
WHERE DO I PAY RENT
Payments can be delivered or mailed to the Main Office at 1235 34th St, Missoula, MT 59801. There is a drop box to the right of the MHA office door for depositing checks or money orders when the office is closed. You may deliver your payments directly to your property manager for properties with on-site offices/Managers (The Palace, River Ridge Apartments, Silvertip, etc.).

LATE PAYMENTS
- A late fee of $25 will be charged if rent is paid after 5:00 pm on the fifth (5th) day of the month. Payments received by mail must be received by the fifth (5th) day of the month. All drop boxes are cleared as of 5:00 pm on the 5th. Any rents received after the 5th of the month will be considered late.
- For late payments after the fifth (5th) of the month, a 14-day Notice of Termination of Tenancy will be issued that will take effect if the rent and late charges are not paid during the 14-day notice period. MHA may choose not to accept rent payments after the 14-day period and refer Tenant for eviction.
- A second late rent payment within a six (6) month period will be grounds for eviction. Three (3) late rent payments over a twelve (12) month period shall also be grounds for eviction.
- In cases of extreme financial hardship beyond the Tenant’s control, MHA may at its discretion allow you to sign a payment arrangement agreeing to payment of rent at a later date. Late rent payment arrangements must be made within the first five (5) days of the month to avoid issuance of a 14-day termination notice. If you fail to pay by the agreed-upon date, a 14-day termination notice will be issued, and the entire balance becomes due in full immediately.

RETURNED CHECKS
Any returned or NSF check will be charged an administrative fee of $25.00. In addition, a late fee of $25 will be charged to your account. If any check from Tenant has been dishonored for any reason, MHA Management requires Tenant to make ALL future rent payments with certified checks or money orders for one year.

RECEIPTS
The Manager may provide you a written receipt or print out of your ledger upon request.

EVICTION
If you do not pay your rent in full by the 5th of the month, you will receive notice to terminate your tenancy and vacate the apartment. Court eviction proceedings will begin unless the full rent, and any other charges allowed under state law, is paid in full by the expiration of the time stated in the notice. Agreements to extend the payment date are made at the discretion of MHA staff. An Agreement to extend the payment date is not valid unless the Agreement is in writing and signed by the Tenant and the Manager. If you do not meet the extension by the agreed date (and do not vacate your home) eviction proceedings will begin immediately.

ERRORS
If you receive a past due notice and feel there is an error, please provide the Manager a written explanation of the error & documentation such as bank statements or carbon copies/stubs of your money order. All charges listed on the notice will remain due as listed unless MHA Management issues an amended notice in writing.
APPLICATION OF PAYMENTS
All payments made by Tenant to Owner/Manager after tenancy commences, no matter how designated by Tenant, will be applied as follows: first to any outstanding amounts due for rent from prior months, second to current month’s rent, third to any outstanding deposits, damages/repairs, utilities, nonrefundable fees, and NSF charges.

SECURITY DEPOSITS
1. Security deposits for new Residents are due at the time the Resident takes possession of the unit.
2. In cases of financial hardship, MHA may allow a Resident to take possession of the unit by requiring ½ of the security deposit at time of possession of the apartment and enter into a promissory note for the balance of the security deposit to be paid over the next six (6) months with approval from the Property Manager or 1 year with the approval of MHAs’ Executive Director. Failure to make payments on a promissory note as agreed is considered a substantial lease violation.
3. Security deposits may not be used by the Tenant as part of any month’s rent.
4. The security deposit will be refunded to you after the move-out, less deductions for balances owed, cleaning, and damages beyond usual wear and tear on the apartment/property.
   a. If you provide at least thirty (30) days’ notice of intent to vacate, MHA will return the deposit, less any costs for cleaning, damage or other amounts you owe when you move out. MHA will give you a cleaning checklist when you give notice to vacate. You must complete all items on the list and repair any damage you caused to the unit to receive a full refund. MHA will send an itemized list of charges deducted from your deposit, along with any refund due, to your last known mailing address. Any property you leave in the unit will be considered abandoned and will be handled in accordance with the Montana Residential Landlord and Tenant Act, Section 70-24-430.
   b. MHA will return the security deposit with less than 30 days’ notice if the rent is paid in full for the entire 30 day notice period and the unit has been returned to its move-in condition and is ready to be leased immediately. A pro-rated rent refund will be issued if you leave the unit clean and undamaged and there are no other outstanding charges.

REPAYMENT AGREEMENTS
1. In cases of financial hardship beyond the Tenant’s control, MHA may at its discretion enter into a repayment agreement with the Tenant for monies owed. Repayment agreements shall identify the amount of money owed and the schedule for payments. The schedule for payments may not exceed six (6) months. If you fail to make payments as agreed the entire balance will be due in full immediately.
2. Should MHA determine that it is not possible for the Tenant to repay monies owed within six months’ time, the Public Housing Manager will review the circumstances of the Tenant with the Executive Director or his/her designated appointee and shall set the amount of the monthly payment and the number of payments necessary to satisfy the debt. The Public Housing Manager shall review the terms of the agreement every three months. If the review shows that Tenant’s circumstances have changed so that repayment can be effected earlier, then a revised repayment agreement may be entered into.
with the Tenant. If you fail to make payments as agreed the entire balance will be due in full immediately.

COLLECTIONS AGENCIES
All accounts with outstanding balances at the time of move-out will be issued a notice for final payments owed. If you do not contact us to pay or make arrangements to pay the amount owed within 30 days of the date of billing, the account will be sent to our collection agency and their attorneys for collection.

INSPECTIONS

MHA will inspect your unit periodically throughout the year. MHA inspects homes to check on the condition of the unit sometimes with third parties such as HUD inspectors. A forty-eight (48) hour notice listing the date and time scheduled will be mailed or hand delivered to residence prior to inspections.

If you are not home when the inspector arrives, a pass key will be used to enter the home and a business card will be left. All third parties will be accompanied by MHA staff.

MHA may schedule special inspections at any time if there are concerns about rental agreement violations, or health and safety issues. MHA will notify you in writing of the date and time of a special inspection. If you are not home when the inspector arrives, the inspector will use a pass key to enter the unit. In the event of an emergency, in accordance with the Montana Landlord-Tenant Act, MHA may enter the unit at any time without advance notice.

Please Note: All UPCS (Uniform Physical Conditions Standards) and REAC (Real Estate Assessment Center) cannot be rescheduled for any reason. These are third party HUD inspectors who are only on site at the time designated in the notice you will receive.

HOW TO PREPARE FOR AN INSPECTION...

- Please clean your apartment, and be dressed appropriately.
- Be sure to have all animals contained at the time of inspection or have other arrangements made prior to inspection.

- Be sure there is access to all rooms throughout your home. All doors should be able to open and close, rooms need to be accessible and floors should be cleared. Be sure windows are accessible, and are not blocked for exit. Fire codes require that no items may be higher than the window ledge, to allow for fire exit.

- Upon notice of inspection, you are required to report all maintenance needs to your property manager before the inspection. If unreported needed repairs are discovered during the inspection you will be charged, and you may be issued a lease violation.
TENANT CHARGES

Residents are not responsible for Normal Wear & Tear. Tenant Charges apply when you, the resident, are responsible for the damage that results from actions or non-actions by you, household members, or guests that is above and beyond normal wear and tear. This is a reference only, and is intended to give residents an idea on the costs they can expect if damage or maintenance services are incurred, and it is their fault...

Actual costs will be based on Time and Materials.
You, if responsible, will receive an actual invoice from your property manager with an itemized list of charges including a total.

Our general Labor Rate is $35.00/hour. This would apply to all work being done on a non-emergency basis, and will take place during our regular business hours of 8:00-4:30 Monday- Friday

Our Emergency Labor Rate is $55.00/hour. This would apply to all work being done on an emergency basis, and this work would take place at nights, weekends, and holidays. This is emergency work, and should be limited to actual emergencies, please consider if the work can wait till the next business day. (remember it is your fault, and you will be paying the bill, so you might try and save yourself a few bucks😊)

Special circumstance rates: These are circumstances that tend to cost us more money and take us more time to fix, and even though they constitute an emergency, they could and should be avoided

- Emergency Plumbing (tenant caused) example : child toy stuffed in the toilet in a home that has one toilet. Excessive/unwelcome toiletry items baby wipes/sanitary napkins.
  $100 minimum with Emergency Hourly rate after first hour
- Emergency Security (tenant caused) example : tenant or guest breaks window or lock on door, preventing the unit from being properly locked and secured.
  $75 minimum with Emergency Hourly rate after first hour.

Please note that this is a reference for hourly labor rates only, and any material costs may also apply such as, but not limited to items such as light bulbs, batteries, windows, door locks, toilet parts, sheetrock, faucet parts, and other structural or appliance components broken/lost/damaged by residents or guests.

VERIFICATION OF FAMILY COMPOSITION AND INCOME

ANNUAL RECERTIFICATION

HUD requires that MHA re-certify all families at least annually. To be re-certified you are required to provide current and accurate information on income, assets, allowances and deductions, and family composition. You are required to sign a statement giving MHA the right to verify the information you provide. MHA will notify you in writing of the date and time of your annual recertification. Recertifications are done by mail. Failure to submit recertification forms and documents in a timely manner can result in termination. ANNUAL RECERTIFICATION is a program requirement.
INTERIM RECERTIFICATION

Please remember it is your responsibility to report changes to the Missoula Housing Authority within 10 days. Changes must be reported on a Notice of Change form (available in our front office). Not reporting changes is a Public Housing program violation.

- If a household member is turning 18, you must notify the Missoula Housing Authority immediately when that person turns 18.
- If you are unable to pay the minimum rent of $50.00, you may request a Minimum Rent Hardship Exemption.
- Please remember that if your community service status changes you may be required to do community service.
- You may ask for an explanation of your rental calculation. If you disagree with the calculation, you have the right to request an informal review according to the Public Housing Grievance Procedure.

1. Changes in family composition: All changes in household composition must be reported to the MHA within ten (10) days of their occurrence. Increases other than by birth, adoption or court-awarded custody must have the prior approval of the MHA. All additions to the household must be verified by MHA as eligible for occupancy under HUD and MHA criteria.

2. A rent increase due to an increase in income or change in family composition will take effect on the first of the month following at least thirty days’ notice. Retroactive rent increases are effective the first day of the following month.

3. A rent decrease due to a decrease in income or change in family composition is effective the first day of the following month if you provide information within ten (10) calendar days of the change that can be verified by the end of the month. Rent decreases are not effective retroactively.

PROCEDURE WHEN THE CHANGE IS NOT REPORTED IN A TIMELY MANNER:

1. If you fail to report a change in income or family composition which results in a rent increase within the ten (10) calendar day reporting period, rent will be made retroactive to the date the rent should have increased and will be due immediately. You must sign a repayment agreement or make a lump sum payment, at the discretion of MHA.

2. If you fail to notify MHA of a decrease in income within (10) calendar days of the change, the decrease will be effective on the first of the month following completion of processing by MHA and not retroactively.

INTENTIONAL MISREPRESENTATION OF INFORMATION USED TO DETERMINE RENT IS A CRIMINAL OFFENSE. MHA will refer cases involving intentional misrepresentation to law enforcement authorities and HUD for criminal prosecution.

COMMUNITY SERVICE SELF-SUFFICIENCY REQUIREMENTS FOR PUBLIC HOUSING RESIDENTS

All adult household members over age 18 must do 8 hours of community service or self-sufficiency activity each month. You can lose your housing if you do not do these hours. Track your hours on the tracking forms that have been/will be provided to you. The person overseeing your work signs your forms. Mail your tracking forms with your annual
recertification papers. If you do not include information on your CSSSR status at recertification, your recertification will be considered incomplete and you could receive either a lease violation or eviction notice. Family violation of service requirement. The lease shall be renewed automatically for all purposes, unless the family fails to comply with the service requirement. Violation of the service requirement is grounds for nonrenewal of the lease at the end of the twelve month lease term.

CSSSR EXEMPTIONS

- You are 62 years or older.
- You are working at least 20 hours per week on a permanent basis.
- You are blind or disabled. (Verified with MHA form signed by a knowledgeable professional saying you cannot participate.)
- You are the caregiver of a blind or disabled person. (verified by signed MHA form as above).
- You are in vocational or job-skills training program related to employment.
- You are in an educational program geared toward employment and you have not received a high school diploma or GED.
- You are in an educational program to get a (GED).
- Your family receives help from a welfare program (TANF) and the program has work or community service requirements and you follow those requirements.
- You are the member of a family receiving SNAP benefits (please provide documentation that includes information on who is included in your household for SNAP purposes).
- You are participating in the ROSS or FSS program and are current with the steps in your Individual Training Service Plan (ITSP). Those coordinators sign your sheets.
- You receive Unemployment benefits.
- You are a Full time student.
- You are a Live-in Aide.
- You are a part time student working less than 20 hours a week.

CSSR OPTIONS

Every adult resident of Public Housing must participate in eight (8) hours of community service each month or participate in an economic self-sufficiency program for eight (8) hours a month.

Community Service activities include, but are not limited to:

- Volunteering for places such as:
  - Schools: nonprofits, Head Start Programs, before-or after-school programs, childcare centers, Boy or Girl Scouts, Boys or Girls Clubs, mentoring, Big Brothers/Sisters or, organizations for special needs.
  - Hospitals: clinics, hospices, nursing homes, recreation centers, or adult daycare programs.
  - Homeless shelters, feeding programs, food banks or distributing donated clothing.
- **Organizations with missions** to improve the environment, historic resources, cultural identities, neighborhoods or performing arts.
- **Religious Organizations**
  - Participating in the Family Self-Sufficiency (FSS) or ROSS Program and being current with your Individualized Training and Services Plan (ITSP).
  - Elderly services; such as Green Thumb, senior meals programs, senior centers, Meals on Wheels.
  - Helping neighborhood groups on special projects such as Garden Centers, community clean-up programs, or beautification programs.
  - Participating in programs that develop and strengthen responsibility such as drug and alcohol abuse counseling, household budgeting, credit counseling or English proficiency.

“This requirement is not intended to be perceived as punitive, but rather considered as rewarding activity…” – Department of Housing and Urban Development

*Missoula Housing Authority gives residents the greatest choice in identifying community service activities. If you have questions about what counts for community service hours, contact your property manager. If you have problems doing these hours please contact our Resident Opportunities for Self Sufficiency Coordinator, Ellie Greenwood. Her phone is 406-549-4113 ext. 108.

**PET RULES**

1. You must have prior written approval from the Missoula Housing Authority before bringing any pet onto the premises. Prior to accepting a pet for residency, you must provide to MHA proof of animal’s licensing, vaccination record, and the name and a photo of the animal(s). You are also required to sign a statement that you have read and received a copy of this Pet Policy and agree to comply with its provisions. Proof of licensing and vaccinations must be provided each year at the time of tenant’s annual recertification.

2. Only domesticated, common household pets will be allowed. Pets of vicious or aggressive disposition or those with poisonous bites or stings, deemed by management to be potentially harmful to the health and safety of others are prohibited. The following types of common household pets will be permitted under the following criteria:

3. Dogs (only one dog is permitted)
   a. Must be 40 pounds or less when fully grown
   b. Must be licensed by the City of Missoula
   c. Must have proof of all required vaccinations
   d. Must wear a collar with license tag affixed at all times
   e. The following breeds of dog are not allowed: Rotweiler, Pit Bulls, Doberman Pinschers, German Shepherds, or dogs of mixed-breed with identifiable characteristics specific to one of the prohibited breeds.
4. Cats (only one cat is permitted):
   a. Must have proof of all required vaccinations
   b. Must be trained to the litter box
5. Birds (no more than two birds are permitted):
   a. Cages may be no larger than 4 feet high by 3 feet wide by 2 feet deep, and must have removable litter trays to permit daily cleaning.
   b. Birds must be maintained inside of cage at all times
   c. No birds of prey or other dangerous species are permitted.
6. Small caged animals (no more than two caged animals are permitted):
   a. Only Guinea pigs, hamsters, gerbils, or small non-poisonous lizards are permitted.
   b. Small animals must be caged at all times.
7. Aquariums (one aquarium is permitted):
   a. Must not exceed fifteen (15) gallons
8. A maximum of two (2) common household pets is allowed. Only one dog or one cat is allowed. If one pet is a dog or cat, the second pet must be caged.
9. A refundable pet deposit of $100.00 per pet and non-refundable fee of $25.00 must be paid in full before the pet is brought onto the premises. The pet deposit will be refunded, less the cost of cleaning or damages directly attributable to the pet, when the resident moves out or no longer has a pet on the premises, whichever occurs first.
10. Owners of animals are required to reimburse the housing authority for the actual cost of any and all damages caused by his/her pet or service animal. If a pet deposit has been paid, damages will first be charged to the deposit. Owner is liable for any charges that exceed the amount of the pet deposit.
11. MHA is not responsible for any action, injuries or damages caused by any tenant’s animal(s). Animals are the sole responsibility of the owner. MHA assumes no liability for failure of the animal owner to control the pet. Any injury or harm to other persons, animals, or property is the sole responsibility and liability of the animal owner. It is recommended that owners purchase liability insurance for this purpose.
12. Animals must be appropriately and effectively restrained and under the control of a responsible individual at all times when not inside the resident’s unit. When outside the unit, dogs and cats must be on a hand-held leash and under the owner’s control at all times.
13. Pets shall use common areas inside a building only for the purpose of passing to the outside of the building, except for service animals.
14. Tenant is fully and solely responsible for promptly cleaning up and properly disposing of any waste or droppings, both inside and outside of their units. Pet waste must be bagged and disposed of in appropriate trash receptacles. Repeated failure by a resident to take responsibility for waste disposal shall be deemed a violation of the lease.
15. Tenant shall take adequate precautions to keep the dwelling unit and surrounding areas free of pet odors, insect infestation, waste and litter, and maintain unit in a sanitary condition at all times.
16. No unauthorized animal(s) may visit or be harbored in any unit owned by the MHA without prior written approval. Tenants are prohibited from feeding stray or wild animals (the exception, common birds that feed at bird feeders). Feeding of wild animals or strays shall constitute having a pet without permission.
17. No animal will be allowed that constitutes a nuisance or threat to any tenant or detracts from any tenant’s quiet enjoyment of their unit or the common areas of the complex. A nuisance or threat includes, but is not limited to, noise, smell, animal waste, and aggressive or vicious behavior.

18. In the event your dog, cat, or other mammal bites an individual, you must report the event to the appropriate city police and/or health officials and the Housing Authority within twenty-four (24) hours of the bite.

19. Tenant shall not alter the premises, including the unit, patio, or common area to create an enclosure for an animal, without express written permission from MHA management.

20. If pets or assistive animals are left unattended for 24 hours or more, the MHA reserves the right to enter and remove the animal(s) and transfer them to the proper authority.

21. If the health or safety of an animal is threatened by the death or incapacity of the owner, or by other factors that render the animal owner unable to care for the animal, the tenant agrees that MHA has permission to enter the owner’s unit, remove the animal, and place it in a facility that will provide care and shelter. MHA will take every precaution to place the animal in a reputable well-known facility, however MHA is not responsible for the care of the animal after the placement is made.

22. Pet owner is recommended to maintain renter’s insurance during the agreement. Missoula Housing Authority should be named as an “additional insured” on the policy, and a Certificate of Insurance is required at each renewal with minimum liability coverage of $300,000.00.

23. An animal which displays vicious, dangerous, intimidating behavior, displays symptoms of severe illness, or demonstrates behavior that constitutes an immediate threat to the health or safety of others, shall be referred by MHA to the appropriate state or local entity authorized to remove such animals. Such animals are subject to immediate removal from the premises.

24. Violation of any of the foregoing rules will result in a two-week notice to remove the animal from the premises. If this notice is disregarded, a thirty-day eviction notice will be issued.

**DOCUMENTS NEEDED**

Tenant must provide Missoula Housing Authority with the following:

- Current shot records
- Current licensing in accordance with the City of Missoula (dogs only)
- Spay/neuter certification
- Picture of assistive animal for file
- Assistive Animal Policy Signed and Returned to Property Manager

**ASSISTIVE ANIMAL POLICY**

Assistive animals are allowed in all units owned and managed by the Missoula Housing Authority with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors. Owners of assistive animals are required to be in compliance with all State and local public health, animal control, and animal anti-cruelty laws and regulations, including requirements for licensing and vaccinations.

Nothing in this policy:
A. Limits or impairs the rights of persons with disabilities,
B. Authorizes the Missoula Housing Authority to limit or impair the rights of persons with disabilities.
C. Affects any authority that the Missoula Housing Authority may have to regulate service animals that assist, support or provide service to persons with disabilities, under Federal, State, or local law.

(CFR 24 Section 5.303)

The tenant must retain full control of the animal at all times. This generally means that while the animal is in common areas, it is on a leash, in a carrier, or otherwise in the direct control of the animal owner/handler. When in the presence of others, the animal is expected to be well behaved (not jumping on or nipping at people, not snarling or barking, etc.).

1. You must have prior written approval from the Missoula Housing Authority before bringing any assistive animal onto the premises. Prior to accepting an assistive animal for residency, you must provide to MHA proof of animal’s licensing, vaccination record, proof of spaying or neutering, and the name and a photo of the animal(s). You are also required to sign a statement that you have read and received a copy of this Assistive Animal Policy and agree to comply with its provisions. Proof of licensing and vaccinations must be provided each year at the time of tenant’s annual recertification.

2. Owners of animals are required to reimburse the housing authority for the actual cost of any and all damages caused by his/her pet or service animal.

3. MHA is not responsible for any action, injuries or damages caused by any tenant’s animal(s). Animals are the sole responsibility of the owner. MHA assumes no liability for failure of the animal owner to control the pet. Any injury or harm to other persons, animals, or property is the sole responsibility and liability of the animal owner. It is recommended that owners purchase liability insurance for this purpose.

4. Animals must be appropriately and effectively restrained and under the control of a responsible individual at all times when not inside the resident’s unit. When outside the unit, dogs and cats must be on a hand-held leash and under the owner’s control at all times.

5. Tenant is fully and solely responsible for promptly cleaning up and properly disposing of any waste or droppings, both inside and outside of their units. Animal waste must be bagged and disposed of in appropriate trash receptacles. Repeated failure by a resident to take responsibility for waste disposal shall be deemed a violation of the lease.

6. Tenant shall take adequate precautions to keep the dwelling unit and surrounding areas free of animal odors, insect infestation, waste and litter, and maintain unit in a sanitary condition at all times.

7. No unauthorized animal(s) may visit or be harbored in any unit owned by the MHA without prior written approval. Tenants are prohibited from feeding stray or wild animals (the exception, common birds that feed at bird feeders). Feeding of wild animals or strays shall constitute having a pet without permission.

8. No animal will be allowed that constitutes a nuisance or threat to any tenant or detracts from any tenant’s quiet enjoyment of their unit or the common areas of the complex. A nuisance or threat includes, but is not limited to, noise, smell, animal waste, and aggressive or vicious behavior.

9. In the event your dog, cat, or other mammal bites an individual, you must report the event to the appropriate city police and/or health officials and the Housing Authority within twenty-four (24) hours of the bite.
10. Tenant shall not alter the premises, including the unit, patio, or common area to create an enclosure for an animal, without express written permission from MHA management.

11. If assistive animals are left unattended for 24 hours or more, the MHA reserves the right to enter and remove the animal(s) and transfer them to the proper authority.

12. If the health or safety of an animal is threatened by the death or incapacity of the owner, or by other factors that render the animal owner unable to care for the animal, the tenant agrees that MHA has permission to enter the owner’s unit, remove the animal, and place it in a facility that will provide care and shelter. MHA will take every precaution to place the animal in a reputable well-known facility, however MHA is not responsible for the care of the animal after the placement is made.

13. Animal owner is recommended to maintain renter’s insurance during the agreement. Missoula Housing Authority should be named as an “additional insured” on the policy, and a Certificate of Insurance is required at each renewal with minimum liability coverage of $300,000.00.

14. An animal which displays vicious, dangerous, intimidating behavior, displays symptoms of severe illness, or demonstrates behavior that constitutes an immediate threat to the health or safety of others, shall be referred by MHA to the appropriate state or local entity authorized to remove such animals. Such animals are subject to immediate removal from the premises.

15. Violation of any of the foregoing rules will result in a two-week notice to remove the animal from the premises. If this notice is disregarded, a thirty-day eviction notice will be issued.

**TRANSFER POLICY**

You may be required to transfer to another dwelling unit if the current unit is no longer suitable for your household size or composition under MHA’s unit size policy; the character of the current dwelling unit is inappropriate for the household composition; the current dwelling unit is scheduled for modernization or is not in decent, safe, and sanitary condition, or if the current dwelling unit becomes hazardous to the health or safety of the occupants. No replacement unit will be offered if it becomes hazardous because of the acts or negligence of you, your household members, or your guests.

Tenants in good standing with no outstanding repayment agreements or substantial lease violations in the previous six (6) months may request a transfer to a different dwelling unit. Requests must be made in writing to MHA. Tenant transfer requests will be accommodated and prioritized based upon date of request, household need, waiting list status, availability of units, and accommodation of required transfers.

MHA will transfer tenants from one dwelling unit to another solely at its discretion, whether required by MHA or at your request. When the transfer is approved, you are responsible for reasonable charges incurred for cleaning, maintenance, and charges owed on the dwelling unit being vacated. Any damage, cleaning, or prior charges will be deducted from your security deposit. You are required to pay any charges which exceed the security deposit amount. The remaining security deposit balance will be transferred to the new unit. You are responsible for paying any amount necessary to make up the full security deposit due for the new unit.
RULES OF OCCUPANCY

The following rules supplement those set out in the Rental Agreement and elsewhere in this document. Violation of these rules may result in termination of the Rental Agreement.

UTILITIES
If required as part of your lease, you must maintain electricity and gas service under your name from your lease-up date to your move-out date. You are responsible for transferring service into your name when you move in and notifying the utility company when you move out. Failure to maintain utility service in your name will result in a substantial lease violation.

In most developments, the utility charges for heating, cooking, electricity, and water are included in your rent. Because Missoula Housing Authority pays these utility bills for you in most developments, MHA asks for your help to reduce our energy and water usage and ultimately our costs. We suggest the following ways to save on gas, electricity, and water. Following these simple suggestions year-round should create a significant reduction in energy and water consumption.

Electricity
- Turn off the lights when you leave a room and turn off the television or radio when you are not watching or listening.
- Do not use halogen lamps – they use too much electricity and, if left on for too long, could become fire hazards.
- Use fluorescent bulbs as they fit into most fixtures, provide better lighting, last longer, and are more economical.
- Keep the use of electrical appliances, such as irons, hair dryers, toasters, broilers, and microwaves, to the practical minimum.
- When you are buying an electrical item, make sure it has an Energy Star label.
- Only use air conditioners and fans when you really need them, and do not leave them running when you leave your apartment.
- If you buy an air conditioner for your unit, it must be the indoor portable type unit.
- When removing an item from your refrigerator, make your selection and close the door promptly. Do not keep the door open.
- Do not run extension cords out the windows or throughout the apartment. They can be trip hazards if they are running across floors and across doorways.
- In the event of an electrical interruption, use flashlights instead of candles. Always keep spare batteries on hand.

Heating
- Keep radiator areas clear to let the heat circulate properly.
- Open curtains in the daytime to let the sun warm your apartment naturally.
- Keep blinds and drapes closed at night or on cloudy days to retain heat, and make sure your windows are closed tightly.
- Prevent drafts by covering your air conditioner and by having leaks sealed around your windows.
- Never use your stove to heat your apartment. Poisonous carbon monoxide (CO) gas builds up, hour after hour, while the stove burns, and it is deadly. Remember, CO has no odor, smell, or taste. Each apartment should be equipped with at least one CO detector (see page 8).
- Never use kerosene space heaters.
WATER
- Report leaking faucets, showerheads, or toilets to your Property Manager during regular MHA business hours, or call the emergency phone after 4:30 pm weekdays and on weekends.
- Do not run water excessively for either a shower or for cooking.
- Do not run hot water continuously when washing. Fill the sink only to the required level.
- If you need new drain stoppers, contact your Property Manager to create a work order.
- Operate washing machines only as needed, with a full load.

CIRCUIT BREAKERS
- At many developments there are circuit breaker boxes. As indicated by the name, a circuit breaker is an “on/off” switch that automatically interrupts an electrical current when the electrical lines become overloaded. If your circuit breaker switches the electricity off, you are probably running too many appliances. Stop using one of your electrical appliances and try turning the switch back on, or contact your Property Management Office.
- Do not cover or block the circuit breaker box.

HEAT AND HOT WATER
MHA provides hot water around-the-clock and heat in accordance with the Montana Tenant/Landlord Act during the heating season (from October 1 until May 31).

If you have problems with hot water or heat, call your Property Manager during regular business hours (8:00 am – 4:30 pm M-F) or the Emergency phone at 406-207-5238 after 4:30 on weeknights and on weekends.

GARBAGE
You are required to promptly and properly dispose of garbage. Do not store garbage outside of your unit. You may not dispose of any hazardous material, or fuels. Used furniture, mattresses, and broken TVs and appliances may not be disposed of in dumpsters provided by MHA. Only dispose of garbage bags inside the dumpsters provided. If damage is caused while transporting garbage to dumpsters you will be charged for the cleanup. Damages include but not limited to, spilt garbage or carpet/concrete stains.

VEHICLES

a. Motor vehicles are not allowed on lawns or sidewalks at any time
b. You may NOT perform vehicle maintenance such as tune-ups or oil changes, or tire rotations.
c. Garden hoses are MHA property and shall not be used for washing vehicles.
d. No recreational vehicles may be parked on MHA property including but not limited to, camper trailers, boats, RV’s, four wheelers and snow mobiles.
e. All motor vehicles on-site must have current licenses, registrations, and insurance. All vehicles must be registered with MHA, and bear an MHA parking tag if required at your property. No vehicle shall be parked for more than three days in an inoperable condition. MHA will tow inoperable and unauthorized vehicles at your expense.
STORAGE

No flammable materials of any kind shall be stored in the utility room. Storing items here is hazardous and prevents access for maintenance. Storage may cause an insurance risk. Do not place items on top of the hot water tank. Do not store gasoline, charcoal briquettes or other flammable liquids/materials on multi-family sites. Personal property must be stored within the unit or the storage unit assigned to you.

GUESTS AND HOUSEHOLD MEMBERS

1. You cannot sublet or rent your apartment to someone else after you have signed the lease. Only you and the household members you identified are allowed to live in the apartment.

2. You cannot charge someone to live with you or to stay with you if they were not added to the household according to program rules.

3. You must use your apartment as your living space. You may not use it for any other reason than stated below.
   a. MHA may allow certain cottage industries upon written application and approval of the MHA Board of Commissioners.

4. Tenant must obey all obligations set forth in applicable building and housing codes materially affecting health and safety. The apartments were built according to specific requirements from the city, state and federal government. If there is a maintenance issue, please call your Property Manager so they can make sure it gets taken care of. Please notify your Property Manager immediately if there are any repairs that may cause a health and safety issue either in your unit or on property.

5. Tenant must keep the premises and other such areas under his/her control for his exclusive use in a clean and safe condition. You must keep your unit clean and safe. Try to keep clutter to a minimum. As we have noted elsewhere in this manual, there must be a clear path through your house of at least 36”. Don’t block any of the exits (front/back doors) or put anything higher than the window ledge against windows that you or someone else might need to climb out of in case of an emergency.

6. Let your Property Manager know in writing if you will be gone for more than seven (7) days.

7. Tenant shall not make any repairs or alterations to the unit without prior written MHA approval. It’s ok if you hang pictures or poster or other items properly. If you want or need to make a big change to your apartment for some reason, you must have written permission from your Property Manager first.

8. Tenants in single-family dwellings shall properly maintain lawns and yards in the summer and shall shovel sidewalks and driveways in winter. Tenant must clear sidewalks of snow and ice by 9:00 a.m.

9. You may have guests in your unit for up to 72 hours in a thirty-day period. If your guest stays more than 72 hours in a 30-day period, you must notify MHA and obtain prior MHA approval. Failure to notify MHA and obtain approval for guests who stay longer than 72 hours is a substantial lease violation.
10. Your guests are not allowed to park their vehicles in parking areas designated for tenant or employee use. Your guests are not allowed to bring animals on the premises, or to leave animals in vehicles if it causes the animal distress.

11. The volume of your TV, stereo, or other electronic equipment should be turned down at a reasonable evening hour, generally by 10:00 PM-7:00 AM, which is in accordance to Missoula City Ordinances. As a general rule, if you can hear your television or music outside of your apartment, it's probably too loud. If you have trouble hearing, or like to play your television or music loud, wear earphones.

12. MHA will hold you responsible for the actions of your household members and guests. Failure to control your children and guests is a serious violation of your Rental Agreement and may be cause for ending your tenancy. You, your family members, your guests and guests’ children are not allowed to:
   a. Discharge Firearms, BB or pellet guns, bows and arrows, slingshots, fireworks, or other dangerous toys or weapons on MHA property. Violation of this rule is a substantial lease violation.
   b. Climb in trees or on roofs, or enter the crawl space or attic of any building. You will be charged for damage to landscaping, trees, or shrubbery
   c. Sleep in yards or cars on the premises.
   d. Play outside or roam the area after dark, or after 10:00 pm, whichever comes first. Children should never be allowed to play outside unsupervised.
   e. Conduct themselves in any manner which violates other conditions of your Rental Agreement or this handbook, or which interferes with your neighbors peaceful enjoyment of their homes and yards.

CRIME-FREE HOUSING
1. Resident (you), any member of the your household, or your guests or other person that you or someone else invited over to your apartment must not engage in criminal activity, including drug-related criminal activity, on or near the property (your apartment complex) “Drug-related criminal activity” means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute or use, of a controlled substance (as defined in Federal and Montana State Statute.) This includes marijuana or “medical marijuana”. The Federal government still lists marijuana as an illegal drug, and you cannot use it in ANY MHA housing unit or on or near the property!
2. You, any member of your household, or a guest or other person who comes to the property to visit or “see” you must not engage in any act intended to facilitate (help or make possible) criminal activity, including drug-related criminal activity, on or near the property.
3. You or any members of your household or any visitors or guests will not permit the dwelling unit to be used for, or to facilitate (make possible or assist in) criminal activity, including drug-related criminal activity, as defined in Federal and Montana State Statute, regardless of whether the individual engaging in such activity is a member of the household or a guest.
4. You or members of your household or any visitors or guests must not engage in the manufacture, sale, or distribution of illegal drugs ANYWHERE!
5. You, any member of the your household, or a guest or other person that comes to visit must not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, on or near project premises.

6. You, any members of your household, guests or visitors or any other person who comes to visit must not threaten, harass, intimidate or try to intimidate or act in an aggressive or threatening way towards any other residents or their family members and visitors and guests; any MHA employees, or other contractors (such as someone who might be working on the property who doesn’t work for MHA), or anyone else who might be on the property either visiting or working there.

EXCLUSION OF NON-RESIDENTS

MHA is committed to providing a safe and decent environment throughout MHA’s property. Tenant agrees to MHA’s reservation of the following rights to aid in providing a safe and decent environment throughout MHA’s property.

1. MHA reserves the right to prohibit non-MHA residents soliciting and/or trespassing on MHA property.

2. MHA reserves the right to exclude non-residents, including but not limited to Tenant’s guests who: (1) disturb other residents’ peaceful enjoyment of their accommodations, community facilities, or other areas of MHA’s property; (2) engage in illegal or other activity which would impair the physical or social environment on MHA’s property; (3) engage in any criminal activity threatening other residents, MHA employees, contractors, and/or law enforcement officials health, safety or peaceful enjoyment of MHA’s properties; (4) engage in drug-related criminal activity on MHA’s property; (5) destroy, deface, damage or remove MHA’s equipment, vehicles, and/or any part of the dwellings, buildings, facilities, or other areas of MHA’s properties; (6) engage in the illegal use or illegal possession of firearms and/or other offensive weapons on MHA’s property; and/or (7) intentionally violate MHA’s rules, regulations, policies, and/or procedures established for the benefit and well being of MHA’s residents, property, and law enforcement officials.

3. Any Tenant who disagrees with MHA’s exclusion of a guest may submit the matter to the Grievance Procedure set forth in the Tenant Handbook.

4. Any person excluded under this Section shall be excluded for a period determined by the Executive Director or one (1) year from the date they are notified of the exclusion, whichever is shorter.

VIOLENCE AGAINST WOMEN ACT (VAWA)

A. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other “good cause” for termination of the assistance, tenancy, or occupancy rights of such a victim.

B. Criminal activity directly relating to abuse, engaged in by a member of a Tenant(s) household or any guest or other person under the Tenant(s) control, shall not be cause for termination of assistance, tenancy or occupancy rights if the Tenant(s) or an immediate member of the Tenant(s) family is the victim or threatened victim of domestic violence, dating violence, or stalking.
C. Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, MHA/Owner or manager may “bifurcate” a lease, or otherwise remove a household member from the lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a Tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a Tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State and local law for the termination of leases or assistance under the housing choice voucher program.

D. Nothing in this section may be construed to limit the authority of a public housing agency, MHA/Owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection of property among the household members in cases where a family breaks up.

E. Nothing in this section limits any otherwise available authority of an MHA/Owner or manager to evict or the public housing agency to terminate assistance to Tenant(s) for any violation of a lease not premised on the act or acts of violence in question against the Tenant or a member of the Tenant(s) household provided that the MHA/Owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other Tenant(s) in determining whether to evict or terminate.

F. Nothing in this section may be construed to limit the authority of an MHA/Owner or manager to evict, or the public housing agency to terminate assistance, to any Tenant(s) if the MHA/Owner, manager, or public housing agency can demonstrate an actual imminent threat to other Tenant(s) or those employed at or providing service to the property if the Tenant(s) is not evicted or terminated from assistance.

G. Nothing in this section shall be construed to supersede any provision of any Federal, State or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

BUILDING EXTERIORS AND INTERIORS
1. Do not display signs or decals from windows or doors other than safety or disabled decals. Holiday decorations may be seasonally displayed provided they are removed within thirty (30) days of the holiday.
2. Nothing shall be installed or affixed to MHA buildings. This includes, but not limited to satellite dishes.
3. You must obtain MHA approval prior to the installation of shades or curtain rods or before any alterations are made.
4. It is your responsibility to report damage or necessary repairs promptly to the maintenance staff. You are not allowed to make any repairs or alterations without the consent of MHA.

LAWNS/LAWNCARE
- Do not leave hoses running without a sprinkler. Sprinklers should be moved every hour to prevent water run-off. All hoses shall be removed from outside faucets during cold weather to prevent faucets from freezing.
freezing. You will be charged for damage to faucet or hose bib caused by failure to remove hose from faucet in cold weather.

- Lawns must be clear of all personal belongings while not in use. This includes but not limited to: pools, children’s toys, bikes and garden supplies.
- If maintenance is responsible for the lawn care they will move unattended items or possibly disposed of. You may be charged for the disposal.
- If your household is responsible for lawn care and maintenance is required to perform this service, you will be charged for time and materials, including gas and oil for the lawn care equipment. This is also considered a substantial violation of your lease, and you will be issued a Lease Violation.

SNOW REMOVAL
MHA will be responsible for snow removal at most properties.

- Single Family dwellings are responsible for removing snow from sidewalks and driveways themselves. It is required that snow be removed from public sidewalks by 9:00 am on any day that there is an accumulation of snow.
- MHA will plow all parking lots. Please be aware that if there are parked vehicles, MHA cannot plow too closely to them. MHA DOES NOT shovel snow from between vehicles.
- Ice melt is left on all properties in covered buckets. The ice melt is in addition to ice melt that is spread after it snows, and is for tenant use.

BARBECUE GRILLS
Missoula Fire Code states; 308.1.4 Open-flame cooking devices. Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet (3048 mm) of combustible construction.

Exceptions include; LP-gas cooking devices having LP-gas container with a water capacity not greater than 2.5 pounds. (i.e. small green propane tanks)

COMPLAINT PROCEDURE

TENANT COMPLAINTS
MHA Management takes all complaints seriously. You should contact your property manager if you have a complaint. If your complaint is about a property manager, or if you feel a complaint has not been dealt with appropriately, you should contact the LIHTC Asset Manager.

All complaints to property managers should be in writing. Complaints should be put in writing with the time/date of incident, and any pertinent information pertaining to an incident.

Property Managers will receive complaints, and act on them accordingly. When MHA Management is investigating complaints, you may be asked for further information or clarification. Complaints take time to
investigate and act upon. Tenants making a complaint may not be made aware of the outcome(s) of their complaint, but MHA does take every complaint seriously.

**MANAGEMENT COMPLAINTS**

Shall you have any complaints about any MHA staff please inform MHA in writing and the complaint will be forwarded to the appropriate supervisor.

*If your complaint is life threatening, health and safety is at risk, personal property is being vandalized or excessive noise after 10:00pm, please call the 911. Your property manager will not be able to help you in these emergency situations.

**FAQ’s**

**Does my complaint have to be in writing?**
We prefer all complaints to be in writing. The complaint should include specific dates and times if applicable. Please be specific in your description of the situation.

**Can my complaint be anonymous?**
Yes, it is your choice to not disclose your name at the time of the complaint. However, remaining anonymous could make it difficult to follow up or seek additional information.

**Will I hear what steps were taken to address my complaint about my neighbor?**
No. All tenants have a right to privacy. In the unlikely event that an issue needs to be resolved in court, you may be called to testify.

**Do I have a right to know who has complained about me?**
No.

**Should I continue to make the same complaint if the issue is not resolved?**
Yes, if the situation has not improved or resolved in a reasonable time please contact your property manager.

**HELPFUL HINTS**

**RENTERS INSURANCE**
MHA insurance may not cover the loss of your personal property due to fire, theft, broken water pipes, etc. Please consider purchasing renters insurance, which is designed to cover any losses of your personal property. Yearly premiums are based on the value of the property you’re insuring, and range from $50 per year on up. Deductibles begin at $250.00. Call a variety of insurance agents to get the policy that meets your needs for the best price.
MAINTENANCE

- Contact paper is not to be used on shelves or cupboards. Regular shelving paper may be used as long as it does not have adhesive backing.
- Pictures and mirrors should be hung with small nail picture hangers. Do not attach mirrors with screw fasteners or adhesives. No adhesive hangers shall be applied to the walls. Fixtures shall not be hung from doors or ceilings.
- Furniture should not rub on walls. Please place coasters under furniture to avoid gouging the floors.
- When cleaning the stove, please do not spray oven or heat element while hot. Electric heat elements will explode and burn out.
- If you have a refrigerator that requires defrosting, defrost by turning the cold control off and opening the freezer door. Never use a sharp instrument to defrost your refrigerator as it will cause irreparable damage to the appliance. Should this happen, you will be charged for the full replacement cost of the refrigerator.

MOVE OUT PROCESS

When you are moving out of an apartment owned and/or managed by the Missoula Housing Authority it is expected that you give proper notice and leave the apartment in good shape. The following section is to help you plan a smooth exit from your apartment and ensure you stay in good standing with MHA. Please call your property manager when you are planning your move to receive a helpful move out guide with all the documents needed.

NOTICE

The Missoula Housing Authority requires a 30 day notice to vacate your unit, and a valid forwarding address as noted in your lease agreement. It is important to mention that you will be assessed a full month's rent if you do not give 30 days in advance notice, as you have guaranteed the Missoula Housing Authority a full term contract.

Please see the attached form;
30 DAY NOTICE TO VACATE

I, ____________________________, by signing and dating this form below, am giving my official written 30-day notice to vacate the premises at:

__________________________________________________________________
(Address)

Date you will be out of Unit: ___________________________________

Phone Number: _____________________________________________

Forwarding Address: _________________________________________

__________________________________________

I understand I am responsible for paying rent through the end of this 30 Day Notice and that the 30 day period starts when MHA receives this notice.

__________________________________________   ______________
(Signature)                                                                   (Date)

MOVEOUT INSPECTION

You will be sent a formal inspection letter, verifying your notice, and will provide you with an inspection date, and a mandatory cleaning checklist. At your scheduled inspection, you will be given the opportunity to abate any items noted within a 24 hour time frame, or you may hand over your keys if you wish NOT to perform any additional cleaning. MHA will immediately take possession.

SECURITY DEPOSIT

As long as proper notice is given in a timely manner (30 days), The Missoula Housing Authority will reimburse your security deposit less any damages beyond wear and tear. MHA will provide an itemized list of charges if damages are assessed.
FAQ’S
Q: I am considering moving out before the end of my lease. What am I responsible if I break my lease?
A: If you break your lease or move out before the term of your lease, you will continue to be charged full rent until your lease term expires or until your apartment is re-rented. There are no exceptions to this rule.

Q. If I am month to month, do I have to give 30 days?
A. Yes, 30 days is required, regardless of leased status.

Q: What happens if I break my lease?
A: You will be assessed your monthly contract rent plus late fees, until the Missoula Housing Authority re-rent the vacant unit. We do not accelerate rent, however may continue to charge accordingly, as guaranteed by your contract.

Q. Can you just take my rent out of my deposit?
A. No. According to the Montana Tenant-Landlord Act, Security Deposits are held in trust, and can only be applied to cover the cost of any unpaid damages after you vacate your unit.

FAIR HOUSING ACT: All persons will be treated fairly and equally without regard to race, color, religion, sex, familial status, handicap, age, creed, marital status or national origin in compliance with the Fair Housing Act.

MISSOULA HOUSING AUTHORITY (MHA) GRIEVANCE PROCEDURE FOR PUBLIC HOUSING
I. POLICY

This policy only applies to tenants of federally-subsidized public housing operated by the Missoula Housing Authority. Applicants to public housing are not entitled to the same hearing process afforded tenants in the MHA Grievance Procedure. The Grievance Procedure for Public Housing does not apply to:

1. Applicants for MHA housing;
2. Guests of tenants and live-in-aides;
3. Section 8 Voucher Program Participants, including Project-Based;
4. LIHTC tenants.

The Missoula Housing Authority shall direct its best efforts toward resolving tenant grievances at the lowest possible level of the MHA’s organizational structure, while providing tenants an opportunity for a fair and impartial hearing where resolution of grievances at the staff level is not possible. This policy shall be incorporated and made part of MHA’s public housing lease, by reference.

A grievance is any dispute a tenant may have with respect to MHA action or failure to act in accordance with the lease or regulations that adversely affects the individual tenant’s rights, duties, welfare or status. The grievance
policy is applicable only to individual tenant issues relating to MHA. It shall not be applicable to disputes between tenants that do not involve MHA or to class grievances, and shall not be used as a means of initiating or negotiating MHA policy changes which are subject to MHA Board of Commissioner approval.

The Missoula Housing Authority shall provide an opportunity for a fair and impartial hearing of the grievance provided that the grievance hearing request is made in a timely manner. If no request is made or, if a request is not made in a timely manner as defined in the Grievance Procedure, the tenant shall be deemed to have waived his or her right to a grievance hearing under this policy.

II. PROCEDURE

A. DEFINITIONS:

1. **Grievance**: Any dispute a tenant may have with respect to any MHA action or failure to act in accordance with the tenant’s lease/rental agreement or housing authority regulations which adversely affect the individual tenant’s rights, duties, welfare, or status.

2. **Complainant** shall mean any tenant whose grievance is presented to the MHA in accordance with the policies set forth below.

3. **Elements of due process.** An eviction action or a termination of tenancy in a state or local court shall require the following procedural safeguards:
   a. Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction;
   b. Right of the tenant to be represented by counsel;
   c. Opportunity for the tenant to refute the evidence presented by MHA, including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have;
   d. A decision on the merits;

4. **Hearing Officer**: An impartial person appointed by MHA according to the procedures set forth in this policy to hear grievances and render a decision.

5. **Tenant**: the adult person (or persons), other than a live-in aid:
   a. Who resides in the unit, and who executed the lease/rental agreement with MHA as lessee of the dwelling unit, or, if no such person now resides in the unit;
   b. Who resides in the unit, and who is the remaining head of household of the tenant family residing in the dwelling unit.

6. **Resident Organization** is the Resident Advisory Board (RAB) or other Resident Management Association of MHA.

B. INFORMAL SETTLEMENT OF GRIEVANCE:
The first required step in the grievance process is to attempt an informal settlement. Grievances always originate with the tenant.

1. A tenant may personally present the grievance either orally or in writing, to the MHA Public Housing Asset Manager. The tenant must make/file the grievance within **ten (10) business days of MHA’s action or failure to act which gives rise to the grievance.** Grievances received after ten business days will not be considered.

2. If the grievance involves allegations of discrimination or harassment against staff, the tenant shall submit the grievance directly to the Operations Director or the Executive Director. If the grievance involves
allegations of discrimination or harassment against the Operations Director, the tenant shall submit the grievance to either the Public Housing Asset Manager or the Executive Director. If the grievance involves allegations of discrimination or harassment against the Executive Director, the tenant shall submit the grievance to either the Public Housing Asset Manager or the Operations Director.

3. Upon receipt of the grievance, it shall be reviewed by the Operations Director or other appropriate MHA staff. The tenant shall be contacted within five (5) business days of receipt of the grievance, to meet and discuss the issue informally and to attempt to settle the grievance if possible.

4. If a complainant fails to attend a scheduled meeting without prior notice to MHA staff, MHA will reschedule the appointment only if the complainant can show good cause for failing to appear. Good cause is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family.

5. MHA will prepare a summary of the informal settlement discussion and disposition within five (5) business days; one copy of the summary shall be given to the complainant and one copy of the summary shall be retained in MHA’s tenant’s file. The summary shall specify the names of the participants, date(s) of meeting(s), the nature of the proposed disposition of the grievance and the specific reasons for the disposition. The summary shall also specify the procedure by which a grievance hearing may be obtained by the complainant if the complainant is not satisfied with the informal settlement disposition.

C. PROCEDURE TO OBTAIN A FORMAL GRIEVANCE HEARING:

1. Request for Hearing: If the complainant is not satisfied with the outcome of the informal settlement, he or she may submit a written request for a formal grievance hearing to the MHA Public Housing Asset Manager within five (5) business days of the date of the written summary of discussion of the informal settlement. The written request for a grievance hearing shall specify:
   a. The reason for the grievance; and
   b. The action or relief sought.

2. Failure to Request a Hearing: If the complainant does not request a formal grievance, MHA’s informal settlement disposition of the grievance shall become final. The complainant’s failure to request a formal grievance hearing shall not constitute a waiver by the complainant of his or her right to contest MHA’s decision about the grievance in an appropriate judicial proceeding.

3. Hearing Prerequisite: All grievances must first go through the Informal Settlement procedures set forth in Section II(B) of this policy. If it is determined the complainant has good cause for bypassing the informal settlement procedure, MHA or the Hearing Officer may waive this requirement. The reason for waiving this requirement shall be documented by MHA staff or the Hearing Officer in the complainant/tenant’s file, along with the complainant’s written request for the hearing.

D. ESCROW DEPOSITS FOR GRIEVANCES INVOLVING NON-PAYMENT OF RENT.

1. If a grievance involves the amount of rent owed by a tenant, before a hearing is scheduled, the tenant shall pay into an escrow account with MHA the amount of rent MHA states is due and owing as of the first of the month preceding the month in which the act or failure to act took place. After the first deposit, the tenant must deposit the same amount monthly until the grievance is resolved by a decision of the hearing officer.

2. MHA staff will notify the tenant of this requirement and the procedures for making the escrow deposits.
3. Failure to make an escrow deposit when due shall result in termination of the grievance procedure and all rent owed by the tenant shall become immediately due and payable. Failure to make an escrow deposit shall not constitute a waiver of any right the tenant may have to contest MHA’s disposition of his grievance in any appropriate judicial proceeding.

4. MHA shall waive the escrow deposit requirement where required by § 5.630 of title 24 of the CFR’s (financial hardship exemption from minimum rent requirements) or § 5.615 of title 24 of the CFR’s (effect of welfare benefits reduction in calculation of family income). Unless MHA waives the requirement, the family's failure to make the escrow deposit will terminate the grievance procedure. A family's failure to pay the escrow deposit does not waive the family's right to contest in any appropriate judicial proceeding MHA's disposition of the grievance.

E. SCHEDULING OF HEARINGS:

Upon the complainant’s compliance with paragraphs B, C, and D of Section II of this policy, a hearing shall be promptly scheduled for a time and place reasonably convenient to both the complainant, MHA and the Hearing Officer. A written notification specifying the time, place and the procedures governing the hearing shall be delivered to the complainant and MHA. Under no circumstances, including rescheduling of a grievance hearing pursuant to Section H, shall a grievance hearing be rescheduled at the complainant's request more than two times. If the complainant cannot attend the grievance hearing after the third scheduled grievance hearing, it shall constitute a waiver of the complainant's right to a grievance hearing.

F. SELECTION OF A HEARING OFFICER;

MHA grievance hearings shall be conducted by a single hearing officer and not a panel. MHA shall select a person who has been appointed in the following manner:

1. The Hearing Officer shall be an impartial, disinterested person appointed by MHA. The Hearing Officer may be an employee or an independent hearing officer. No person who made or approved the action being grieved or who has some interest in the matter under review, or who appears to lack impartiality, shall be appointed.

2. The Operations Director shall retain and appoint hearing officers. The Operations Director shall maintain a list of the appointed hearing officers. This list shall be submitted to the RAB Board once a year for comment, or any time there are additional hearing officers added to the appointed hearing officers list. Any comments or recommendations submitted by the tenant organization shall be considered by the MHA regarding the appointment of a hearing officer.

G. PROCEDURE GOVERNING THE HEARING:

1. The hearing shall be held before a Hearing Officer.

2. The complainant shall receive a fair hearing with due process, which shall include:
   a. At the request of the complainant, the opportunity to examine before the grievance hearing all documents, records and regulations of MHA that are relevant to the grievance hearing. The complainant may copy any such document(s) at the complainant’s own expense, at a cost of $.25 per page. The tenant must request discovery/examination of the documents no later than 12:00 p.m. on the business day prior to the hearing. If MHA does not make the document(s) available for
examination upon request by the complainant, MHA may not rely on such document(s) at the formal grievance hearing.

b. The right to representation by counsel or other person chosen as the claimant’s representative, and to have such person make statements on the complainant’s behalf.

c. The right to a private hearing unless the complainant requests a public hearing.

d. The right to present evidence and arguments in support of the complainant’s grievance, to contest or rebut evidence relied upon by MHA and to confront and cross-examine all witnesses.

e. A decision based solely and exclusively upon the facts presented at the hearing.

3. The Hearing Officer may render a decision without a hearing if the Hearing Officer determines that the issue has been previously decided in another proceeding.

4. At the hearing, the complainant must first show that he or she is entitled to the relief sought and thereafter MHA has the burden to justify its actions or failure to act.

5. The hearing shall be conducted informally and oral or documentary evidence may be received without regard to admissibility such as in judicial proceedings. All parties shall 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.

6. Either MHA or the complainant may arrange in advance for transcription of the proceedings at their own expense. Any interested party may purchase a copy of the transcript.

7. MHA must provide reasonable accommodation for persons with disabilities to participate in the hearing. Reasonable accommodation may include qualified sign language interpreters, readers, accessible locations, or attendants. If the tenant is visually impaired, any notice to the tenant which is required must be in an accessible format.

H. FAILURE TO APPEAR FOR THE SCHEDULED HEARING:

1. If the complainant does not appear at the scheduled time of the formal grievance hearing, the Hearing Officer will wait up to 20 minutes. If the complainant appears within 20 minutes of the scheduled time, the hearing will be held. If the complainant does not appear within 20 minutes of the scheduled time, he or she will be considered to have failed to appear.

2. If the complainant fails to appear and was unable to reschedule the hearing in advance, a hearing will be automatically rescheduled if the complainant contacts MHA within 24 hours of the scheduled hearing date, excluding weekends and holidays, subject to the restrictions set forth in Section E of this procedure. The Hearing Officer may reschedule the hearing if a request is made by the complainant within five (5) days of the date of the hearing and the Hearing Officer determines the complainant has established good cause for his or her failure to appear. Good cause is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the tenant.

I. DECISION OF THE HEARING OFFICER:

1. The Hearing Officer shall prepare a written decision, with the reasons for the decision stated, within ten business days after the hearing. The written decision shall contain:
a. A brief impartial statement of the reason for the hearing;
b. A summary of the evidence presented;
c. Findings of Facts made by the Hearing Officer based on a preponderance of the evidence; and
d. A conclusion, which shall include a statement whether MHA’s decision is upheld or overturned.

2. A copy of the decision shall be sent to the complainant and to MHA within ten business days after the hearing. A copy of the decision shall be maintained in the complainant/tenant’s file. A copy of the decision, with all names and identifying references deleted, shall also be maintained on file by MHA and made available for inspection by a prospective complainant, his representative, or the hearing officer.

3. The Hearing Officer’s decision shall be binding on MHA unless the Missoula Housing Authority’s Board of Commissioners determines within a reasonable time, and promptly notifies the complainant of its determination that:

   a. The grievance does not concern MHA action or failure to act in accordance with or involving the tenants lease/rental agreement or MHA regulations, which adversely affect the tenant’s rights, duties, welfare or status;

   b. The decision of the Hearing Officer is contrary to applicable Federal, State or local law, HUD regulations, or requirements of the Annual Contributions Contract (ACC).

4. A decision by the Hearing Officer or MHA Board of Commissioners in favor of MHA or which denies the relief requested by the complainant, in whole or in part, shall not constitute a waiver of, nor affect in any manner whatever, any rights the complainant may have to a judicial review of the decision through any judicial proceedings.

J. EXCEPTION(S) TO APPLICABILITY OF GRIEVANCE PROCEDURE

1. The Missoula Housing Authority grievance procedure does not apply to, and tenants will not be allowed to utilize the grievance procedure, for any termination of tenancy or eviction that involves:

   (a) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of MHA premises by other residents or MHA employees;

   (b) Any drug related criminal activity on or near MHA premises.

2. HUD has issued a due process designation for the State of Montana. This determination holds that the State of Montana provides sufficient due process for tenants who face termination in these circumstances during eviction proceedings through the State of Montana’s court system.
REQUESTS FOR REASONABLE ACCOMMODATIONS OR REASONABLE MODIFICATIONS

A reasonable accommodation is some exception or change that a housing provider makes to rules, policies, services, or regulations that will assist a resident or applicant with a disability in taking advantage of a housing program and/or dwelling. A reasonable modification is an alteration to the physical premises allowing a person with a disability to overcome obstacles that interfere with his or her use of the dwelling and/or common areas. The accommodation and/or modification must be necessary for the individual with the disability to enjoy and/or fully use services offered to other residents and/or the individual dwelling unit.

A resident or applicant is entitled by law to a reasonable accommodation and/or modification when needed because of a disability of the resident, applicant, and/or a person associated with a resident or applicant, such as a guest. Housing providers must grant all requests for reasonable accommodations and/or modifications that are needed as a result of a disability if the request is not unduly burdensome or a fundamental alteration of the housing program. If a request is denied, you have the right to know the reasons in writing. There must be a verifiable disability involved in order for the household to qualify for a reasonable accommodation and/or modification. The housing provider is required by law to keep all information about the disability confidential. A person has a disability if he/she has a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such an impairment. Most serious medically treated conditions are considered to be a disability. A disabled resident must still be able to meet essential obligations of tenancy—they must be able to pay rent, to care for the apartment, to report required information to the manager, avoid disturbing their neighbors, etc., but there is no requirement that they be able to do these things without assistance.

**Reasonable accommodations** can include but are not limited to:
- A change in the rules or policies or how a housing provider does things that would make it easier for you to live in the dwelling;
- Permitting a seeing eye dog for a household in a community where pets are not allowed, or not charging a deposit for a service animal though the housing provider charges deposits for pets;
- Permitting an outside agency to assist a disabled resident to meet the terms of the lease;
- Permitting a live-in Personal Care Attendant to live with a disabled resident who might need 24 hour assistance;
- A change in the way a housing provider communicates with or gives information, such as increasing the font size of typed documents to a person with a visual impairment.

**Reasonable modifications** can include, but are not limited to:
- A structural change or repair in your apartment or another part of the apartment complex that would make it easier for you to live in the dwelling;
- Altering your apartment so that the unit can be accessed and used by a person in a wheelchair.
<table>
<thead>
<tr>
<th>Animals</th>
<th>6700 Butler Creek Road Missoula, MT 59808</th>
<th>(406)541-7387</th>
</tr>
</thead>
</table>

**NON-DISCRIMINATION**

**STATEMENT OF NON-DISCRIMINATION:** MHA/Owner, is dedicated to a policy of non-discrimination with regard to race, ancestry, color, disability, religion, national origin, sex, familial status, age, marital status, creed, sexual orientation, ex-offender status, physical condition, political belief, or public assistance status except where these criteria are reasonable bona fide Tenant(s) qualifications.
<table>
<thead>
<tr>
<th>Basic Services</th>
<th>Details</th>
</tr>
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| **Burial Services** | Missoula City Cemetery  
Cemetery Rd, Missoula, MT 59802  
(406) 552-6070 |
| **Bus Services**  
(Mountain Line) | You can call the Mountain Line office  
Monday through Friday from 7:00 AM to 5:00 PM  
Information and Trip Planning  
(406) 721-3333 |
| **Food**  
Missoula Food Bank | 219 S 3rd St W  
Missoula MT  
(406) 549-0543 |
| **Library**  
Missoula Public Library | 301 E Main St  
Missoula, MT 59802  
(406) 721-2665 |
| **The Missoula Indian Center** | 1110 W Broadway St  
Missoula, MT 59802  
(406) 728-1809 |
| **Shelter**  
The Poverello Center | 830 W Central Ave  
Missoula, MT 59801  
(406) 829-9515 |
| **Children’s Services** | 105 E Pine St  
Missoula, MT 59802  
(406) 728-6446  
2121 39th St  
Missoula, MT  
(406) 251-9410  
1001 Worden Ave  
Missoula, MT  
(406) 728-5460  
600 Cregg Lane  
Missoula, MT  
(406) 721-PARK |
| **Adult Disability Services** | 2685 Palmer St. Suite D.  
(406) 327-4585  
700 SW Higgins Ave #101, Missoula,  
(406) 728-1630 |
<table>
<thead>
<tr>
<th><strong>Housing Advocacy and Laws</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Montana Fair Housing</td>
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<tr>
<th><strong>Legal Services in Missoula</strong></th>
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<tbody>
<tr>
<td>Montana Legal Services Association</td>
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<thead>
<tr>
<th>Missoula Self Help Legal Center</th>
<th>200 West Broadway, Room 271</th>
<th>(406) 258-3428</th>
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<tbody>
<tr>
<td>Child Support Enforcement Division</td>
<td>Palmer Street Suite C Missoula, MT 59808</td>
<td>406-329-7910 2675</td>
</tr>
<tr>
<td>People’s Law Center</td>
<td>Help with Social Security Benefits (SSDI &amp; SSI) Applications</td>
<td>Susan Gobbs Helena: 1-800-406-5567</td>
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<th><strong>Senior Services</strong></th>
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<td>Aging Services</td>
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<td>The Missoula Senior Center</td>
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