

NOTICE

This Notice is to inform you that the Cheyenne Housing Authority Board of Commissioners has opened the Public Comment Period for acceptance of comments on the ten proposed revisions to the Public Housing Lease.

The proposed revision is available for review on the Cheyenne Housing Authority website at www.cheyennehousing.org or at the Cheyenne Housing Authority's offices:

- In Cheyenne at 3304 Sheridan Street, Cheyenne, Wyoming.
- In Laramie at 1265 North 3rd Street, Laramie, Wyoming.

Comments on the proposed Public Housing Lease are to be submitted in writing (US Mail, email, or hand delivered) to the Cheyenne Housing Authority before 12 NOON Monday October 17, 2022 to:

Cynthia Keseru
Compliance Officer
3304 Sheridan Street
Cheyenne, WY 82009
ckeseru@cheyennehousing.org

Revisions 1-10

Revision 1: (Prorated Rent)

Current Lease:

If Tenant is in possession of the Premises on the first day of the month Tenant will be responsible for the entire month's rent, regardless of whether Tenant subsequently moves out of the Premises later that month. No refund will be given for a partial month's occupancy, nor will pro-rated rent amounts be accepted after the initial move-in. Lease requirements for Tenant move out are found in Section IV(B) of this lease, including, but not limited to, that Tenant advise CHA of his/her move out and that unit keys be returned to the local CHA office (including dropping the keys in the drop box if the office is closed).

Proposed changes [Section I.C.(8) – Rent]

The tenant is responsible for paying the full rent amount the month they move out and then a prorated rent will be calculated after the keys are returned and applied to any amounts due or returned with any remaining security deposit amount due to the tenant. Any Rent for a portion of a month shall be prorated based upon the number of days in the applicable calendar month. Lease requirements for Tenant move out are found in Section IV(B) of this lease, including, but not limited to, that Tenant must provide at least thirty (30) days' advance written notice to CHA of his/her intent to

move out and that unit keys be returned to the local CHA office (including dropping the keys in the drop box if the office is closed).

Reasons for proposed changes:

If tenants pay only for period of occupancy they will be encouraged to more promptly vacate the unit and turn in unit keys, prorated final-month rent is a fair charge to tenants, and prorated rent is easier to administer.

Revision 2: (Previous Amounts Owed CHA)

Current Lease:

There were no lease provisions to address this issue in the current Public Housing Lease Agreement

Proposed changes [Section III.F – Other Charges]:

If Tenant has any unpaid charges from Tenant’s previous occupancy of a CHA unit that is not subject of this Lease, CHA will provide Tenant notice of such unpaid charges. Tenant has 15 days from notice to pay the unpaid charges in full, or within 10 days of notice, enter into a repayment agreement with CHA. Failure to enter into a repayment agreement, or pay the unpaid charges in full is a serious violation of the material terms of this Lease, for which the Authority may terminate the Lease.

Reasons for proposed changes:

Violations of material terms of their lease seem to surface after tenant transferred to a new unit. The CHA could not proceed with terminating tenant/participant lease because they are now obligated to the new Lease with the new address. This causes CHA a financial burden as the tenant now potentially is destroying two units and could incur more debt before lease termination can be upheld.

Revision 3: (Restrictions around overnight guests)

Current Lease:

There were no lease provisions to address this issue in the current Public Housing Lease Agreement

Proposed changes [Section VI. A (5) – Guests and Visitors]:

Former tenant(s) or participant(s) who have been terminated, evicted or left the CHA in an unfavorable status, including but limited to leaving with outstanding debt to the CHA, previously damaged the property, or are on the Lifetime Sex-Offender registry, are not permitted as overnight guests.

Reasons for proposed changes:

Lease provision was added to mitigate any possible liability that might arise from such visitors.

Revision 4: (Prohibited Items)

Current Lease:

There were no lease provisions to address this issue in the current Public Housing Lease Agreement

Proposed changes [Section VIII.F -Other Tenant Obligation]:

To keep the premises free from prohibited items including but not limited to tires, recreational equipment such as trampolines, swimming / wading pools, swing sets, jungle gyms, fire pits (including lawn furniture with fire pits), Tiki torches, candles, incense, outdoor grills of any type, including but not limited to propane grills, charcoal grills, pellet grills, smokers or any other items that the Housing Authority determines to be hazardous and unsightly. Failure to comply with any of these conditions may result in the termination of the lease.

Reasons for proposed changes:

Lease provision was added to address insurance restrictions in the near future. Insurance agencies will not cover properties with restricted items listed.

Revision 5: (Parking Restrictions)

Current Lease:

There were no lease provisions to address this issue in the current Public Housing Lease Agreement

Proposed changes [Section VIII. X -Other Tenant Obligation]:

To refrain from parking on Authority property and in front of Authority property any type of recreational vehicles including but not limited to RV's boats / canoes, trailers, and any other restrictions as defined by municipal code for the city of residence.

Reasons for proposed changes:

CHA has experienced multiple instances of tenant and tenant-guest vehicles parked on the street in front of the rented property and other properties causing various neighborhood problems

Revision 6: (Gradation of smoking Violations)

Current Lease:

There were no lease provisions to address this issue in the current Public Housing Lease Agreement

Proposed changes [Section VIII.DD. (3) - Other Tenant Obligation]:

A violation of the Smoke Free Housing Policy shall be considered a material breach of the resident's Lease and grounds for enforcement actions, including eviction, by the Housing Authority. Tenant will receive a written lease violation after the first smoking violation and will be informed that smoking on CHA property must stop immediately. A second smoking violation will result in termination of the lease and the CHA will proceed with legal enforcement actions if necessary. In the event that the tenant has other violations that are not smoking related, the second Smoke Free Policy violation notice may not be required to proceed with lease termination. A resident who violates the smoking policy shall also be charged the remediation costs listed within the Maintenance Schedule of Charges.

Reasons for proposed changes:

HUD requires that we include a gradation of smoking violations with clear language of consequences

Revision 7: (Alcohol Abuse)

Current Lease:

There were no lease provisions to address this issue in the current Public Housing Lease Agreement

Proposed changes [Section XII. A (1)(i) -Termination of the Lease]:

Alcohol Abuse [24 CFR 966.4(f)(12)(iii)]- If the Authority determines that a household member has engaged in abuse or a pattern of abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of premises by other residents. A pattern of such abuse means more than one incident of any such abuse of alcohol during the previous six months

Reasons for proposed changes:

Lease provision was added because it is a HUD requirement for it to be in the Lease

Revision 8: (Grievance provisions)

Current Lease:

There were no lease provisions to address this issue in the current Public Housing Lease Agreement

Proposed changes [Section XII. A (5)(8)(9) -Termination of the Lease]:

The CHA will not offer a grievance hearing for lease termination involving criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises of other residents or employees of the CHA, for violent or Drug -related criminal activity on or off the premises, or for any criminal activity that resulted in felony conviction of a household member.

A grievance hearing shall be conducted by an impartial person, appointed by the Executive Director or Designee, other than a person who made or approved the action under review or a subordinate of such person.

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

Reasons for proposed changes:

Lease provision was added because it is a HUD requirement for it to be in the Lease

Revision 9 (Smoke Detectors):

Current Lease:

Smoke Detectors: Must be functional, may not be removed, and batteries replaced when needed.

Proposed changes [XVI. A. 3 (n) – Housekeeping Standards: Inside the Dwelling Unit]

Smoke Detectors: Must be functional, may not be removed, and batteries replaced when needed. Smoke detectors and/or heat sensors that are broken due to vandalism will result in termination of the Lease.

Reasons for proposed changes:

Smoke / heat detectors are critical for the early detection of fire. Being alerted by a smoke/heat detector makes the difference between the extent of the fire, the spreading of the fire and the extent of injury of occupants and damages to personal as well as CHA property. Additionally, broken or otherwise nonfunctioning smoke detectors are a City code violation.

Revision 10: (Removal of Appliances and Excess Utility cost)

Current Lease:

If checked below, an additional charge of \$6.00 per month throughout the lease term for each excess appliance on the premises. (Note: The cost to operate seasonal appliances, such as air conditioners and space heaters, is averaged year-round over the lease term at \$6 per month.)

- Freezer Refrigerator
 Compact Clothes washer Electric space heater
 Dishwasher Air Conditioner
 Other _____

Proposed changes [Part II – (7) – Excess Utility]:

If checked below, an additional monthly charge will be added in accordance with CHA's Maintenance Charge Schedule throughout the lease term for each excess appliance on the premises.

- Freezer Refrigerator Air Conditioner Dishwasher Other _____

Reasons for proposed changes:

Electric space heaters, Compact clothes washers are not allowed due to the high risk of high-cost damage to CHA property.

Moving the Excess Utility Charge amount from the Lease to the Maintenance Charge Schedule reduces CHA's administrative burden when utility rates change and notifying tenants of a change in the amount of the Excess Utility Charge.