



Handbook: Department
Department: Palmer Court

Document Name/Subject: Palmer Court Inspection Procedure
Document Unique ID: _____

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Approved by: Matthew M. Minkevitch, Executive Director
Approval Signature/Date: _____
For questions contact Department Director: Karen Grenko

I. Governing Policy

This procedure is governed by The Road Home’s Guiding Principles Policy and Safety Policy.

II. Related Forms/Policies/Procedures/Work Instructions

- Inspection work instructions

III. Content

All units at Palmer Court are inspected on a quarterly basis. If the unit passes the inspection on the quarter then we will not go back into that unit until the next quarter.

If the unit fails inspection at the quarterly inspection then we issue a notice of violation (this could be a minor, substantial or 3 day notice to comply depending on the severity of the condition of the apartment). The unit will be scheduled for re-inspection 30 days after the quarterly inspection with the expectation that all deficiencies in cleanliness are corrected.

If the unit fails the 3rd month of the quarter then we will work with the resident to find ways to help them understand the severity of the situation and talk about steps that need to be taken to get their apartment cleaned and back to an acceptable condition.

If we find any feces on the floor in the apartments during inspection this is an automatic 3 day comply with lease or vacate notice and we will do a follow up within 3 days to check that it has been cleaned up.

Unit Inspection Checklist

One Bedroom

Unit #

Date:

Entry Way	OK	If not OK, describe problems	
Entry Door			
Lock			
Smoke Detector		Changed Battery/Replaced	
Kitchen	OK	If not OK, describe problems	
General Cleanliness			
Walls & Ceiling			
Floor/Carpet			
Sink/Faucet			
Cabinets			
Stove			
Timer			
Fridge			
Light Fixtures			
Microwave			
Outlets/GFI			
Living Room	OK	If not OK, describe problems	
General Cleanliness			
Walls / Ceiling			
Floor/Carpet			
Light Fixtures			
Blinds			
Bedroom	OK	If not OK, describe problems	
General Cleanliness			
Walls / Ceiling			
Floor/Carpet			
Light Fixtures			
Outlets/GFI			
Toilet			
Shower/Bath			
Bathroom	OK	If not OK, describe problems	
General Cleanliness			
Walls / Ceiling			
Floor/Carpet			
Light Fixtures			
Outlets/GFI			
Toilet			
Pest Control			
Shower/Bath			
Overall Condition		Pass / Fail	

Assistance Animal Procedure

Palmer Court provides reasonable accommodation requests for persons with disabilities. One type of Reasonable Accommodation is a request for management to allow a resident to have an assistance animals in his or her apartment

The following guidance shall apply to assistance animals.

Assistance animals (as defined by The Department of Housing and Urban Development) are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, or animals that provide emotional support that alleviates one or more identified symptoms or effects of a person's disability.

Assistance Animals may be referred to as:

- A. Service Animals: According to ADA regulations a "service animal" is only a dog that has been individually trained to do work or perform tasks for an individual with a disability. The task(s) performed by the dog must be directly related to the person's disability. No verification of training is required.
- B. Assistive Animals
- C. Support Animals
- D. Therapy Animals

Such animals perform many disability-related functions, including but not limited to:

- A. Guiding individuals who are blind or have low vision,
- B. Alerting individuals who are deaf or hard of hearing to sounds,
- C. Providing minimal protection or rescue assistance,
- D. Pulling a wheelchair,
- E. Fetching items,
- F. Alerting persons to impending seizures, or
- G. Providing emotional support to persons with disabilities who have a disability-related need for such support.

Some, but not all, animals that assist persons with disabilities are professionally trained. Other assistance animals are trained by the owners themselves and, in some cases, no special training is required. Management must verify whether or not the animal performs the assistance or provides the benefit needed as a reasonable accommodation for a specific disability by the household member with the disability through third-party verification. This process must be completed prior to bringing the animal to the property

As a requirement to live at Palmer Court a person must have a certified disability. This documentation is provided to property management staff prior to moving into Palmer Court. This documentation can be used to approve the reasonable accommodation for an assistance animal and a verbal request for an assistance animal will be considered with this documentation. If necessary Palmer Court Management will utilize the approved verification forms to determine through a health care provider that the household member has a disability where that disability results in the need for the type of Assistance Animal requested.

Resident must sign an approved assistance animal agreement before bringing the animal to the property and the animal owner thereby agrees to all conditions and responsibilities as outlined in the agreement.

A companion animal and/or comfort animal is an assistance animal if it has been substantiated that a disability exists (as defined by Federal Law) and the assistance animal is necessary for the person with the disability to enjoy the opportunity and the use of the residential community equal to that of non-disabled residents.

Request for admittance of an assistance animal will be considered a reasonable accommodation providing the following criteria is verified:

1. The health provider verifies that the resident needs to keep the assistance animal at the site in order to have the same opportunity that a non-disabled or non-handicapped individual has to use and enjoy the property.
2. The resident requesting accommodation adheres to and has the ability or has made arrangements to meet the assistance animal requirements and limits listed below:

Assistance Animal Specifications – Assistance animals must meet the following criteria:

- A. Service animal is defined under the ADA requirements as a dog. There are no requirements for certified training of this type of service dog and can be trained by the dog owner.
- B. NUMBER – one assistance animal only per resident, unless more are specified by healthcare professional.
- C. NO PUPPIES OR KITTENS unless specified by a healthcare professional.
- D. NO ILLEGAL ANIMALS without written exception from the regulating entity.
- E. Assistance Animal Owner will provide management with current picture of service animal.

Assistance Animals not meeting the above criteria (A through E) may not be permitted on the property.

Palmer Court management is compliant to requirements and regulations for Americans with Disabilities Act and Section 504 of the Fair Housing Act of 1973.

The Resident/Assistance Animal Owner must obtain approval of the request for a reasonable accommodation before being allowed to bring an assistance animal onto the property and agree to the following conditions.

1. Agrees to the conditions, rules and regulations listed in the assistance animal agreement and signs the assistance animal agreement (the assistance animal agreement will become an addendum to the tenant's lease).
2. Resident's lease agreement requires all tenants to abide by all federal, state and local laws, therefore we request each assistance animal owner to provide proof of licensing with the City of Salt Lake, have shots/vaccinations as require by Statue or regulation at all times.
3. Resident/Assistance Animal Owner agrees to indemnify, defend and hold owner harmless from and against any and all claims, actions, suits, judgments and demands brought by any other party on account of or in connection with any activity of or damage caused by the resident's service animal.
4. Resident represents that the assistance animal will not disturb other residents and will not be allowed to use any part of the building for depositing waste. Should this occur accidentally, resident will immediately pick up the waste. Animal waste that may accumulate inside a tray inside the unit will be disposed of properly and promptly. The assistance animal will not be allowed to make excessive noise or engage in threatening conduct which might disturb other residents. No assistance animal with a history of aggressive, threatening or violent behavior will be allowed. The Assistance animal will not be allowed out of a residents unit except when under the resident direct control; all dogs will be on a leash and secured by owners hand and authority. The Assistance Animal will not cause any damage or interfere with other resident's use of the premises.
5. Resident/Assistance Animal Owner's liability for damages caused by the assistance animal is not limited to the amount of the tenant's lease deposit and the resident will be required to reimburse the property for the real cost of any and all damages caused by the assistance animal.
6. If necessary, units occupied by an assistance animal will be fumigated upon being vacated. Elimination of infestation of a unit by fleas caused by the assistance animal **may be the responsibility of the Resident/Assistance Animal Owner may be liable for the cost of correcting the infestation.**
7. Complaints and problems concerning an assistance animal or Resident/Assistance Animal Owner will be handled under the terms of the lease of the resident.
8. Resident/Assistance Animal Owner acknowledges that other residents may have chemical sensitivities or allergies related to animals and can be easily frightened by animals. Therefore, the Resident/Assistance Animal Owner agrees to exercise common sense and common courtesy with respect to such other resident's right to peaceful and quiet enjoyment of the premises.

Rules and Regulations

1. A Resident/Assistance Animal Owner must insure that the animal will not be allowed to be in the Head Start Playground area at all.
2. A Resident/Assistance Animal Owner must insure that in the event he/she is not capable of taking care of the assistance animal's needs and/or responsibilities associated with the Assistance animal that they will make arrangements for someone else to take care of the Assistance animal. Palmer Court will notify Animal Control of any neglect or mistreatment of the assistance animal.
3. It is highly recommended that all assistance animals be spayed or neutered.
4. It is recommended that all cats have at least their front claws removed.
5. Assistance animals must be on a leash and kept under the owner's control at all times.
6. Birds must be kept in a cage when unattended.
7. Assistance animals cannot be left outside unattended or tied to any property fixtures.
8. No housekeeping or maintenance will be done in apartments while Assistance animals are unattended or unrestrained.
9. Sanitation:
 - A. Assistance animals waste must be sealed in plastic bags and placed in outside garbage bins. Do not dump service animal waste down the toilet. Resident/Assistance Animal Owner must use dumpster receptacles provided on the property to dispose of waste.
 - B. Litter boxes must be made of plastic material and are to be cleaned at least twice weekly.
 - C. Birdcages must be cleaned daily and waste disposed of as listed in 8 (a).
 - D. Assistance Animal Owners must keep apartments free from odors and in a sanitary condition. Deodorizers will be required if management decides necessary. Any feces found in the unit upon inspection will result in corrective action being taken.
 - E. Staff is not responsible for cleaning up after the assistance animal in the building, apartment, yard areas or parking lot. If management must clean up after the assistance animal, there will be one written warning notice sent to the Resident/Assistance Animal Owner. Failure to address the issue may result in further corrective action.
10. **Assistance Animal Care:**
 - A. Assistance Animal Owner may submit the names, addresses and phone numbers of someone who will be responsible for the assistance animal's care if the owner becomes unable to attend for the assistance animal. These named person(s) will need to sign an agreement accepting responsibility. In the event that there isn't a responsible person available Animal Control may be notified to remove the animal.

11. **Rules Infractions and Violations:**

- A. Any Resident/Assistance Animal Owner receiving a written notice of violation(s) must correct the problem in three (3) days. During that time, the Resident/Assistance Animal Owner can ask to meet with management. If a solution is not reached, management may request removal of the assistance animal, may evict the Resident/Assistance Animal Owner or both.
- B. Nuisance, attack, or threat to the safety health or security of any person, resident, employee or visitor to the project will result in the immediate and permanent removal of the assistance animal from the property.
- C. If any violation to all of the above rules and regulations occur, management has the right to revoke permission to keep the assistance animal on the premises. If there is failure to comply with the rules and regulations of the assistance animal policy and agreement. Palmer Court management also has the right to alert Animal Control if assistance animal becomes a nuisance.

In the event a resident elects to remove an assistance animal from the property on a permanent basis, management will inspect the apartment for health, safety, sanitation and damages that may have been caused by the assistance animal. Such cost to repair the unit will be the responsibility of the Resident/Assistance Animal Owner.

Assistance Animal Agreement

The purpose of the agreement is to authorize you to maintain an animal in your dwelling unit subject to certain conditions and restrictions. Assistance animals are a serious responsibility and risk. If not controlled and cared for properly, these animals can disturb the rights of others and cause costly damages for which you may be held liable. An agreement must be signed for each approved assistance animal.

This agreement entered into this _____ day of _____, 20____, by and between _____ (resident or guest) of apartment # _____, and _____ apartments in consideration of their mutual promises agree as follows:

1. The Resident/ Assistance Animal Owner desires and has received permission from the owner to keep the assistance animal named _____, and described as _____.
2. This document is, by agreement, made a part of the rental agreement and/or lease between the resident and the owner.
3. The resident/assistance animal owner agrees to the following terms, specifications, rules and regulations listed below:

Request for admittance of an assistance animal will be considered a reasonable accommodation providing the following criteria is verified:

1. According to Section 504 and FHA: The resident's handicap or disability has been verified as defined under federal law. (Verification of Request for a reasonable accommodation for an assistance animal of a Qualified Disabled Family Member form has been filled out, appropriately signed and returned to management). According to ADA: In the case of a service dog, no further verification is required.
2. The health provider verifies that the resident needs to keep the assistance animal at the property in order for the person with a disability to enjoy equal opportunity to use and enjoy the property.
3. The resident requesting the accommodation adheres to and has the ability or has made arrangements to meet the assistance animal requirements and limits listed below:

Assistance Animal Specifications – Assistance animal must meet the following:

- A. Assistance animal is defined as an animal essential to the resident to carry out day-to-day activities.
- B. NO PUPPIES OR KITTENS unless specified by a healthcare provider.
- C. NO ILLEGAL ANIMALS without written exemption.
- D. Assistance Animal Owner will provide management with current picture of service animal.

Assistance animals not meeting the above criteria (A through D) may not be permitted on the property.

Palmer Court management is compliant to requirements and regulations for Americans with Disabilities Act, Fair Housing Act, and Section 504.

The Resident/Assistance Animal Owner must agree to the following conditions before being allowed to bring a assistance animal onto the property.

1. Agrees to the conditions, rules and regulations listed in the assistance animal policy and signs the service animal agreement (the assistance animal agreement will become an addendum to the tenant's lease).
2. Resident's lease agreement requires all tenants to abide by all federal, state and local laws, therefore we request each assistance animal owner to provide proof of licensing with the City of Salt Lake, have shots/vaccinations as required by Statue or regulation at all times.
3. Resident/Assistance Animal Owner agrees to indemnify, defend and hold owner harmless from and against any and all claims, actions, suits, judgments and demands brought by any other party on account of or in connection with any activity of or damage caused by the resident's service animal.
4. Resident represents that the assistance animal will not disturb other residents and will not be allowed to use any part of the building for depositing waste. Should this occur accidentally, Resident will immediately pick up the waste. Animal waste that may accumulate inside a tray inside the unit will be disposed of properly and promptly. The assistance animal will not be allowed to make excessive noise or engage in threatening conduct which might disturb other residents. No assistance animal with a history of aggressive, threatening or violent behavior will be allowed. The assistance animal will not be allowed out of a residents unit except when under the resident direct control; all dogs will be on a leash and secured by owners hand and authority. The assistance animal will not cause any damage or interfere with other resident's use of the premises.
5. Resident/Assistance Animal Owner's liability for damages caused by the assistance animal is not limited to the amount of the tenant's lease deposit and the resident will be required to reimburse the property for the real cost of any and all damages caused by the assistance animal.
6. If necessary, units occupied by an assistance animal will be fumigated upon being vacated. Elimination of infestation of a unit by fleas caused by the assistance animal **shall be the responsibility of the Resident/Assistance Animal Owner who may be liable for the cost of correcting the infestation.**
7. Complaints and problems concerning an assistance animal or Resident/Assistance Animal Owner will be handled under the terms of the lease of the resident.
8. Resident/Assistance Animal Owner acknowledges that other residents may have chemical sensitivities or allergies related to animals and can be easily frightened by animals. Therefore, the Resident/Assistance Animal Owner agrees to exercise common sense and common courtesy with respect to such other resident's right to peaceful and quiet enjoyment of the premises.

Rules and Regulations

1. A Resident/Assistance Animal Owner must insure that the animal will not be allowed to be in the Head Start Playground area at all.
2. A Resident/Assistance Animal Owner must insure that in the event he/she is not capable of taking care of the assistance animal's needs and/or responsibilities associated with the assistance animal that they will make arrangements for someone else to take care of the assistance animal.
3. It is highly recommended that all assistance animals be spayed or neutered.

4. It is recommended that all cats have at least their front claws removed.
5. Assistance animals must be on a leash and kept under the owner's control at all times.
6. Birds must be kept in a cage when unattended.
7. Assistance animals cannot be left outside unattended or tied to any property fixtures.
8. No housekeeping or maintenance will be done in apartments while assistance animals are unattended or unrestrained.
9. Sanitation:
 - A. Assistance animals waste must be sealed in plastic bags and placed in outside garbage bins. Do not dump service animal waste down the toilet. Resident/Service Animal Owner must use dumpster receptacles provided on the property to dispose of waste.
 - B. Litter boxes must be made of plastic material and are to be cleaned at least twice weekly.
 - C. Birdcages must be cleaned daily and waste disposed properly.
 - D. Assistance animal owners must keep apartments free from odors and in a sanitary condition. Deodorizers will be required if management decides necessary. Any feces found in the unit will result in corrective action being taken
 - E. Staff is not responsible for cleaning up after the assistance animal in the building, apartment, yard areas or parking lot. If management must clean up after the assistance animal, there will be one written warning notice sent to the Resident/Service Animal Owner. Failure to address the issue may result in further corrective action.

10. **Rules Infractions and Violations:**

- A. Any Resident/Assistance Animal Owner receiving a written notice of violation(s) must correct the problem in three (3) days. During that time, the Resident/Assistance Animal Owner can ask to meet with management. If a solution is not reached, management may request removal of the assistance animal, may evict the Resident/Assistance Animal Owner or both.
- B. Nuisance, attack, or threat to the safety health or security of any person, resident, employee or visitor to the project will result in the immediate and permanent removal of the assistance animal from the property.
- C. If any violation to all of the above rules and regulations occur, management has the right to revoke permission to keep the assistance animal on the premises. If there is failure to comply with the rules and regulations of the assistance animal policy and agreement. Palmer Court management also has the right to alert Animal Control if assistance animal becomes a nuisance.

In the event a resident elects to remove an assistance animal from the property on a permanent basis, management will inspect the apartment for health, safety, sanitation and damages that may have been caused by the assistance animal. Such cost to repair the unit will be the responsibility of the Resident/Assistance Animal Owner.

- D. Staff is not responsible for cleaning up after the assistance animal in the building, apartment, yard areas or parking lot. If management must clean up after the assistance animal, there will be one written warning notice sent to the Resident/Assistance Animal Owner. Failure to address the issue may result in further corrective action.

11. **Assistance Animal Care:**

- A. The Resident/Assistance Animal Owner when signing the assistance animal agreement authorizes management to have the assistance animal removed at the Resident/Assistance Animal Owner's expense to a Animal Control in the event that neither of the responsible parties listed cannot be reached; and the assistance animal is left unattended for more than eight hours or if the assistance animal is causing a disturbance and the Resident/Assistance Animal Owner is not available.
- B. Assistance animals cannot be left unattended in the apartment for more than eight hours at any one time.

In the event a Resident/Assistance Animal Owner elects to remove an assistance animal from the property on a permanent basis, management will inspect the apartment for health, safety, sanitation and damages that may have been caused by the assistance animal. Such cost to repair the unit will be the responsibility of the Resident/Assistance Animal Owner.

Resident/Assistance Animal Owner has read and agrees to comply with the above assistance animal policy, terms, specifications, rules and regulations which are herein incorporated by reference and agrees to comply with such policies, terms, specifications, rules and regulations as may be reasonably adopted from time to time by owner.

RESIDENT/ASSISTANCE ANIMAL OWNER

RESIDENT/ASSISTANCE ANIMAL OWNER

OWNER-MANAGEMENT

DATE _____

Attach picture of assistance animal to this document.

Drug and Alcohol Use Addendum to the Lease Agreement

Palmer Court Apartments recognizes that legal and illegal drug use is part of the world in which we live, and wishes to minimize the harmful effects of drug use on each individual and the community as a whole. Palmer Court does not condone or condemn drug use; however, the staff is required to respond directly to any unacceptable behaviors, whether or not the behaviors are related to substance use.

Palmer Court respects every individual’s right to health and well-being, and acknowledges their ability to take responsibility for their own behavior as it affects them, their loved ones, and the community. We aim to create an environment where individuals can openly discuss substance use without fear of judgment, and navigate their own personal path of choices. This includes discussing one’s choices regarding substance use, and supporting one’s ability to make decisions regarding their own substance use goals (active use, recovery, abstinence, etc.). If applicable, the staff of Palmer Court Apartments is responsible for engaging tenants in conversations about their use of drugs, alcohol and prescription medications, addressing the effects of substances on the tenant’s life and the community.

Because some of the behaviors associated with drug and alcohol use can create harm in a community, the following policy must be adhered to at Palmer Court Apartments. Please read and initial each section below

_____ Drug dealing, distribution or manufacturing is not allowed at Palmer Court Apartments. This includes, but is not limited to, the buying and selling of any illegal drugs or prescription medication on or immediately surrounding the building by tenants and their guests/visitors.

_____ Illegal drugs, alcohol, smoking, and public intoxication are not allowed in the community areas at any time. This includes the lobby, hallways, services area, elevator, or on the property surrounding the outside of the building.

_____ All tenants must respect the rights of other tenants and of staff to the peaceful enjoyment of the premises. Violent or substantially disruptive behavior – whether or not it is related to substance use – will not be tolerated in public or private areas. This includes, but is not limited to, threatening other residents or staff and any other violent behavior towards others, destruction of property, making excessive noise, knocking on tenants’ doors to borrow or request money, and having high volume visitor traffic in your unit.

_____ Payment of rent and other financial responsibilities must be met regardless of substance use. Money management is available as a voluntary option.

_____ Tenants are responsible for ensuring that their guests/visitors comply with the above standards.

_____ If a tenant’s behavior becomes problematic to the community, or if it appears that substance use is endangering a tenant’s housing status, substance use counseling may be arranged through Support Services staff in an effort to prevent the termination of the tenant’s subsidy and/or eviction.

I, the undersigned, understand that Federal law prohibits the use, sale, distribution, manufacturing, and possession of illegal drugs and the sale of prescription medication. I understand that violation of any of the rules in this addendum will result in an incident report and/or other action that will endanger my housing status at Palmer Court Apartments.

My signature below indicates that I have read the above rules, understand them, and agree to adhere to them.

_____ Tenant

_____ Date

_____ Palmer Court Property Management Signature

_____ Date



Substance Use and Suspected Substance Dealing Protocol
Permanent Supportive Housing
The Road Home

The Road Home endorses and implements a Housing First philosophy across all programs. Permanent Supportive Housing (PSH) screens in for individuals with disabling conditions, including addiction disorders. As such, the PSH facilities that we operate do not have a zero tolerance policy. Staff are aware of individuals who struggle with addiction disorders and are trained to proactively assist them in accessing the resources and services that will best support their recovery.

Substance Use

From time to time, residents with addiction disorders engage in disruptive behavior that threatens the peace, health, safety and wellbeing of other residents and staff. When this behavior occurs, staff may respond in the following ways:

- We discuss both the behavior and the expected change in behavior with the tenant.
- If the behavior cannot be resolved, we encourage the tenant to return to his/her apartment and assist with the return if needed.
- If the behavior is violent in nature or the disruption continues, police are called.

Residents who demonstrate repetitive disruptive behavior are issued a Substantial Lease Violation or a 3-Day to Comply with Lease or Vacate. These violations are a clear indicator that an individual requires more support. For those individuals that have received these violations, the **Property Management Team** engages in the following:

- Staff sets a meeting with the tenant and the Case Management Team to discuss the behavior and a *Behavior Contract* is generally signed. We explore the link between the disruptive behavior and substance use. We make the tenant aware that continued behaviors of this type may lead to further corrective action, up to and including lease termination.
- Property Management increases the frequency of inspections. Unit inspections are typically conducted quarterly. However, in these instances, Property Management increases the frequency to once per week for a period of four weeks in order to ensure that the disruptive behavior is not adversely affecting the condition of the apartment.
- If the disruptive behavior continues, further consequences, such as lease termination, may occur.

Each tenant at Palmer Court signs a Case Management Agreement. These agreements indicate that engaging in case management services are voluntary in Permanent Supportive Housing. For those individuals that receive the above violations, the **Case Management Team** engages in the following:

- Staff sets a meeting with the tenant and the Property Management Team to discuss the behavior in which a *Behavior Contract* is signed. We explore the link between disruptive behavior and substance use. The tenant is made aware that further behaviors of this type may lead to additional corrective action, up to and including lease termination.
 - A *Behavior Contract* includes an agreement to meet with a Case Manager on a regular basis to provide further support to the tenant.
- We implement Harm Reduction strategies, including:
 - We refer tenants to detox and various other treatment options (inpatient, outpatient, opioid replacement therapy, social support groups, etc.).
 - We transport tenants to treatment appointments.
 - We reach out to service providers in the community to explore further treatment options.
 - We continually seek to bring treatment providers onsite to facilitate direct access to supports for tenants.

Suspected Substance Dealing

Drug dealing is not tolerated at Palmer Court; it is a serious offense and is of great concern to us. Our staff meet regularly with local law enforcement liaisons and pursue the course of action they recommend, including supporting operations they undertake.

Proving that a tenant may be dealing substances is often difficult. However, there are two common signs that raise questions for staff:

- Frequent short-term traffic to a unit
- More than one report of dealing (usually from multiple sources)

When these signs occur, the Property Management and Case Management teams meet with the individual in question to discuss the suspected activity and make it clear that dealing substances will result in termination of the lease. At the recommendation of local law enforcement, staff also report the suspected activity to liaisons within SLCPD and through calling the Drug Hotline. When doing so, they provide as many details as possible, including: tenant and/or guest names, the dates and times of the suspected activity, video footage, and any other pertinent information.

As clear evidence is typically difficult to obtain, tenants are given one opportunity to immediately correct the behavior. If the behavior reoccurs, police are again notified and the lease termination process is initiated.

We encourage and support tenants to make reports to law enforcement when they suspect that another tenant may be involved in dealing drugs. Providing details to the Drug Hotline is encouraged.

Protecting Families at Palmer Court

When families approach staff with concerns about neighbors who may be using or dealing substances, we address the problem according to the above protocols. All tenants are encouraged to report issues and problems to Property Management and police.

There are times when a tenant living near families repeatedly engages in conduct that interferes with the right of other tenants to enjoy their apartments properly and peacefully or cause conditions that are dangerous, hazardous, threatening, unsanitary or otherwise harmful. If these behaviors are linked to a behavioral health disorder, staff have the option, when available, to relocate the household to another area of the building (away from the family that reported the issue). If the issues continue to occur, we engage in termination of the lease.



Handbook: Department
Department: Palmer Court

Document Name/Subject: Palmer Court Rent Collection and Forgiveness

Revision Date: 7.30.18
Approved by: Matthew M. Minkevitch, Executive Director
Approval Signature/Date: _____
For questions contact Department Director: Karen Grenko

I. Governing Policy

This procedure is governed by The Road Home’s Guiding Principles Policy and Financial Policy.

II. Related Forms/Policies/Procedures/Work Instructions

- Rent collection and forgiveness work instructions

III. Content

Procedure for rents that are not collected:

- Statements will be given to Residents between the 25th and 30th of each month
- Pay or vacate notices will be delivered to Residents by the 10th of the month.
- If rent has not been paid, the Assistant Property Manager will meet with Resident to find out reason why rent is not paid.
- Assistant Property Manager will consult with Residents Case Manager to talk about options of helping Resident with problems they are having that result in non-payment of rent.

Rent Collection and Forgiveness Program Procedure:

Permanent Supportive Housing generally adopts a somewhat different response to rent collection problems than other housing owners or landlords. Although it is critical that the importance of on-time rental payments be stressed to residents, it is also understood that residents of supportive housing have a number of unique problems that can impede their ability to meet their rental obligations. These can include family crises, medical emergencies, mental health challenges, or relapse to addictive behavior patterns. Although there is a fundamental requirement that residents meet their rental obligations, Palmer Court will often seek recourse through counseling or referral for supportive services or money management prior to commencing eviction proceedings.



Palmer Court payment plans offer the resident an opportunity to avoid legal action. Payment plans are sometimes offered in conjunction with money management services and training to prevent eviction for residents with histories of non-payment. By offering this assistance residents will learn how to better manage their money and they will develop skills critical to their ability to achieve housing stability and not return to homelessness.

The Rent Collection and Forgiveness program identifies those residents that struggle the most to pay rent on a consistent basis.

Property management staff reviews the delinquency report each month to determine who may qualify for this program. This program is offered to our residents who face multiple difficulties and challenges in their lives and without being offered this program would most certainly face homelessness again.

Property management sends out a letter to the resident explaining the seriousness of their delinquent rent and requests a meeting with the resident.

At this meeting the rent collection and forgiveness program is offered and explained to the resident and reasonable expectations are made during the meeting to let the resident know that not paying their rent is a very serious matter and may lead to lease termination if they continue nonpayment of rent.

An agreement is signed at this meeting with the payment pledges and is recorded and monitored monthly by property management staff.

**Palmer Court
999 South Main St
Salt Lake City, Utah 84111
Rent Collection and Forgiveness Program
Payment Agreement**

Date: _____

Resident: _____

I, _____, agree to following payment arrangements:

\$ _____ On Date: _____ 20 ____

\$ _____ On Date: _____ 20 ____

\$ _____ On Date: _____ 20 ____

If I successfully complete the above payment plan, I will be eligible for the rent forgiveness program. As part of that program, I understand that, for every quarter (3 months) that I pay my full, regular rent, of \$ _____ after _____ I will receive a 25% credit off of my back rent balance which is currently \$ _____.

Furthermore, I understand that, if my rent portion is subject to fluctuations based on my income, I am responsible for updating my Housing Authority and Property Management in a timely manner. Additionally, I understand that I am responsible for my full, regular rent even if it is adjusted, up or down, based on income changes.

I understand that if I do not keep the arrangement agreed upon, I may receive a 3-Day Pay or Vacate Notice for the entire balance owed and this may be submitted to the attorney for eviction for non-payment of rent.

Accepted on this day: _____ of, 20 ____

Resident

Owner/Agent

Resident

Palmer Court Rent Re-Payment Process

If you have been unable to consistently pay your full rental portion, this new program will get you back on track!

It is expected that all tenants pay their rent on time and in full every month

1 Meet with property management and supportive services to discuss your rent re-payment plan.

2 Begin rent re-payment plan.

Month 1 - 35% of Rent =

Month 2 - 70% of Rent =

Month 3 - 100% of Rent =

3 Successfully complete 3 months of rent payments on time and in full.

BONUS!
Rent Forgiveness
Program Available

For every quarter (3 months) that your household pays your full rental portion on time and in full, Property Management will forgive 25% of the back rent that you owe.

If your household is unable to adhere to this payment plan, Property Management may pursue corrective action.

Thank you for your cooperation!