

Section C - Policies

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Air Conditioners

Policy: All air conditioners and installation require approval by the Maintenance Department and must be registered at the Business Office. Only Energy Star units will be approved for installation. The cost of installation and any required apartment modifications for the installation shall be assumed by the tenant as will the cost of repairs or apartment modifications needed at the time the unit is removed. Each tenant who has an air conditioner installed will be assessed a usage fee to cover the cost of extra electricity consumed by average use of the air conditioner.

Procedure: A resident who decides to have an air conditioner installed in his/her apartment needs to fill out a REQUEST TO INSTALL AIR CONDITIONER form (in Section B) and submit it to the Business Office prior to any purchase and/or installation.

Removal of Air Conditioners:

- Oceanview Manor: Maintenance will schedule removal of air conditioners from end apartments starting October 15th and will reinstall by May 1st. Air conditioners that have been permanently installed must be insulated as per maintenance requirements from Nov. 1st through May 1st. Residents are responsible for storage of air conditioners and any applicable equipment when not in use.
- Pinewood Manor: Air conditioners must be removed by Nov. 1st through May 1st. Residents are responsible for storage of air conditioners and any applicable equipment when not in use.

Visitors

Policy: A visitor is defined as an individual temporarily staying in the unit with the consent of the resident. A visitor is not allowed to use the resident's address as his/her physical and/or mailing address for receipt of benefits or other purposes or he/she will be considered an unauthorized occupant and the resident will be in violation of the lease. A visitor who remains in the apartment beyond the allowable time limit will be considered an unauthorized occupant and the resident will be considered to be in violation of the lease. A visitor may not remain in an apartment beyond the allowable time limit while/if applying to The Pines or he/she will be considered an unauthorized occupant and the resident will be in violation of the lease. The only purpose of this policy is to prevent fraud and subsidy abuse.

Procedure:

- A visitor(s)* may stay in an apartment up to 14 consecutive days per visit, and up to 28 cumulative calendar days during any 12 month period, based on the first date of visit.
- A visit of more than 14 consecutive days must have prior written approval from the Business Office.
- Residents are responsible for ensuring their visitors follow House Rules.
- A resident may not allow a visitor to occupy his/her apartment in the resident's absence without written permission from the Business Office.
- A visitor may bring a pet on a visit/stay overnight as long as the pet meets the criteria in the Pet Policy (Section C) and as long as the resident does not have a pet or service/therapy animal in the apartment. Visitors must register their pet with the Business Office upon arrival. All visitor pets shall provide proof of up to date rabies inoculations
- In cases where The Pines has any reason to suspect that a resident is housing an individual(s) as an unauthorized occupant(s), the resident must provide proof that the individual has a permanent residence elsewhere. Statements from neighbors, police and/or any other reliable source will be considered in making the determination.
- Acceptable proof consists of one or more of the following:
 1. Valid residential lease with a valid receipt (for the current month) showing name and address (other than The Pines)

2. Copy of utility bill (e.g. electric, gas, phone, cable) for the current month showing name and address (other than The Pines)
 3. Current paycheck stub showing name and address (other than The Pines)
 4. Current bank statement showing name and address (other than The Pines)
 5. Current car registration showing name and address (other than The Pines)
 6. Copy of mortgage showing name and address and/or Deed to a house showing name and address (other than The Pines)
- Unacceptable proof:
 1. Driver's license
 2. Phone book listing
 3. Tax forms
 4. Any items which do not show a current and verifiable address

In the absence of such proof, the individual will be considered an unauthorized occupant and The Pines will take lease enforcement action against the resident.

If a resident does not provide the requested proof within 5 days from the date of a written request, The Pines may begin eviction proceedings for material noncompliance as per the lease.

*Overnight visitor(s) may not exceed the occupancy standards of the apartment without written approval from the Business Office. All one (1) bedroom apartments in both Pinewood Manor and Oceanview Manor are rated for two (2) persons (adult and/or children).

Physical Modifications of Apartments

Policy: Any resident request for physical modifications to an apartment must be approved and overseen by the Maintenance Dept. in order to assure compliance with all necessary codes, regulations, and/or appropriateness to the overall design and livability of the property.

Procedure: All requests for any physical changes to an apartment must be submitted in writing (Please see REQUEST TO MODIFY APARTMENTS form in Section B) and must include:

- location of project within the apartment
- materials (e.g., paint, carpet, shelves, etc.) to be used
- schedule for the project: starting and planned completion dates
- contractor information, including a Certificate of Liability Insurance for the contractor/personnel doing the work
- plans for disposal of “residue” (trash, left over pieces of material, paint, etc.)
- other pertinent information

Reasonable Accommodations

Policy: The Pines (Oceanview Manor, Inc. and Pinewood Manor, Inc.) is committed to ensuring that its policies and procedures provide individuals with disabilities the opportunity to participate in and benefit from its programs, services and activities. The Pines provides reasonable accommodations to applicants and residents if they have a disability and if reasonable accommodations are necessary for them to have the opportunity to enjoy the Section 8 programs, services and activities. If we know that a resident has a disability or if a resident can show that he/she has a disability and if the request is reasonable (“**does not pose “an undue financial and administrative burden,” does not require a fundamental change in the nature of the program, and is not structurally infeasible**”), we will try to make the requested changes.

Procedure:

- The Resident Service Coordinator will help any resident complete a CERTIFICATION OF NEED FOR REASONABLE ACCOMODATION form (in Section B) or provide help in completing the request in some other fashion.
- The Business Office will reply in **10** days after receiving a response on the Certification from, unless there is a problem getting the information needed or unless the resident agrees to a longer time.
- The Business Office may request additional information or verification or may seek alternative ways to meet a resident’s needs.
- The Business Office will explain the reasons for denying a request at which time a resident may convey additional, potentially helpful, information.

NOTE: All information will be kept confidential and be used only to help provide an equal opportunity to enjoy housing and the common areas.

Legal Authority

This Policy is in compliance with the statutory authority listed below:

1. Section 504 of the Rehabilitation Act of 1973 (Section 504)
2. Section 223 of the Social Security Act
3. Section 102 of the Developmental Disabilities Assistance and Bill of Rights Act

4. 24 CFR Section 8 etc. (Code of Federal Regulations, Title 24 –Housing and Urban Development, Section 8)
5. Title II of the Americans with Disabilities Act of 1990 (ADA)
6. The Fair Housing Act of 1968, as amended (Fair Housing Act).

The Pines does not discriminate on the basis of race, color, religion, national origin, ancestry, sexual orientation, age, familial status, or physical or mental disability in the access to its programs for employment, or in its activities, functions or services.

Staff Training

The Pines Management will ensure that all staff will receive annual training on the Reasonable Accommodation Policy and Procedures, including all applicable federal, state and local requirements regarding reasonable accommodation.

Monitoring

The Resident Service Coordinator is responsible for monitoring compliance with this policy and is available to applicants and residents for discussing issues and questions regarding this policy, its interpretation or implementation.

Holiday Decorating

Policy: Decorations and decorative electrical lighting must comply with current municipal ordinances and current fire/safety standards as interpreted by the Fire Department, e.g.:

- Use UL or NFPA certified electrical cords, adapters, and circuit/surge protectors designated for outdoor use only (Tags attached to the device include this information.).
- Install lights that do not exceed the 125 volt outlets.
- Never run extension cords or strands of lights through windows, doors, or sliding doors.
- Never cover cords with carpeting, throw rugs, door mats, etc., that can cause fraying, cracking, or other damage that can result in fire or electrical shock.
- Never locate electrical cords in or across lane walkways or onto lawn areas that may require mowing, leaf removal or snow blowing.
- Real/live greens are prohibited from being used inside any building at The Pines.
- Decorations in common areas, both inside and out-of-doors, are allowed with oversight from The Pines Management.

Any decorations found to be inappropriate or unreasonable will be removed within twenty-four (24) hours of The Pines Management's written notification to a resident that such removal will occur.

Patios, Lawns and Decks Policy

Policy: Outdoor space in the form of patios/deck/balconies and/or property grounds/lawns are for the use and enjoyment of residents but must be safe and accessible for grounds/maintenance management.

- Residents may not plant bushes, flowers, vegetables, etc.; put out permanent chairs, tables, gliders, grills, flower pots, etc. or build/erect fences, trellises, etc. next to buildings or on the lawns, sidewalks, roads, or parking areas without first receiving written permission from the Business Office.
- Personal items placed on lawns/grounds must be moved by their owners when mowing or snow removal is anticipated.
- No more than 1/3 of the area of a deck, patio or balcony may be used for temporary storage (of items to be used within the calendar year).
- No storage containers may be kept on lawn areas.
- Storage of items must not block the ability to enter or exit through the sliding door.
- Items stored on decks, patios or balconies should be placed only in plastic storage bins, neatly stacked no more than 48" high. No trash bags or tarps (blue or otherwise) are allowed. Only furniture designed for outdoor use should be stored outside.
- Items such as boxes or indoor/outdoor carpeting on decks, balconies or patios must allow for adequate ventilation. Carpeting should be lifted periodically and after rainfall, to allow for adequate drying of the surface and must be removed and stored for the winter months.
- Bird feeders (other than hummingbird feeders) may not be placed on any buildings, decks, balconies/patios or lawn areas.
- Grills (gas or charcoal only) and/or hibachis may not be used on the 2nd or 3rd floor balconies of Pinewood Manor. Grills may not be larger than 450 sq inches in cooking surface size and must be located at least three (3) feet away from any building when in use. Grills must be kept in proper working order and stored on the deck or patio when not in use.
- Items found on patios/decks/balconies or in public spaces that do not meet or adhere to the above specifications may be removed by The Pines Management.

Rental of Common Spaces

Policy: The Pines is fortunate to have several “common areas” that may be reserved for a resident’s personal use, e.g., family gatherings or small group get-togethers, and/or for The Pines “community” use, e.g., pot luck gatherings or management-arranged activities. When time permits, outside not-for-profit community groups may also reserve a common area for meetings or events for a small fee. The Pines does not rent space to for-profit groups or individuals.

Procedure:

- The Pines Business Office will handle all organization, resident and non-resident applications requesting use of the facilities. All reservations must be submitted on a BUILDING USAGE/RENTAL REQUEST form (in Section B) for approval and scheduling.
- If the requested date and time are available and if the use is appropriate for Pines space, the reservation will be entered on The Pines monthly calendar.
- A resident reserving a space for personal use, e.g., family gathering, birthday party, etc. must fill out the RESIDENT RESERVATION form (in Section B.)
- In the case of a resident reserving space for an outside group or a community group, the fee schedule on the ORGANIZATIONAL RENTAL REQUEST FORM, (please see Business Office for a copy) will be followed.
- The requesting party must sign and observe a Security Deposit Agreement.
- When the event is over, the staff will determine from Maintenance whether or not the conditions for return of the security deposit have been met.
- The Pines must approve any exceptions, variations, or changes to the rental contract, fees, policies, or procedures.

Donation of Physical Property

Policy: When a resident, family or outside individual wishes to donate items, such as furniture or medical equipment or books to The Pines, all donations must be approved by The Pines Management.

Approved items will become the legal property of The Pines and as such, The Pines will assume all responsibility for the maintenance, placement and/or disposal of said items.

Procedure:

- Any resident or non-resident will complete a DONATION OF PHYSICAL PROPERTY form (in Section B) and submit it to the Business Office.
- Items left on or about The Pines property without prior approval may be disposed of at The Pines Management's discretion. Any costs associated with the maintenance or disposal of said items will be assessed the resident who left the item(s).

Resident Council Donations

Policy: Any item(s) purchased by a resident organization/council to be placed in a common area for public use must be approved by the Business Office. All items will become the legal property of The Pines and The Pines will assume all responsibility for the items' maintenance/placement and/or disposal. Items shall not be moved from the approved location without prior consultation between the Business Office and the resident organization/council.

Procedure:

- A completed DONATION OF PHYSICAL PROPERTY form (in Section B) will be submitted to the Business Office.
- Items left on or about The Pines property without prior approval may be disposed of at The Pines Management's discretion.

Grievance Policy

Policy: Management/operational concerns should always come to the attention of The Pines' Management first. The Pines Board of Directors is responsible for policy and for general oversight of management, but it does not get involved in day to day operations unless there is a grievance processed through the appropriate channels identified below.

Procedure: The resident should:

- Send a complaint in writing to the Resident Services Coordinator (RSC). The RSC will respond, in writing, within 10 business days.
- If the Resident Service Coordinator does not satisfactorily resolve the issue, it may be brought in writing to the Executive Director. The Executive Director will respond, in writing, within 10 business days.
- If the Executive Director does not resolve the issue to the resident's satisfaction, it may be brought, in writing, to the Resident Service Committee. The Resident Service Committee will respond, in writing, within 10 business days.
- If the Resident Service Committee does not satisfactorily resolve the matter, it may be brought, in writing, to the Board of Directors. The Board will respond within two board meeting cycles.

Pet Policy

Policy: Pets must be approved and registered with The Pines Business Office before they are brought onto the premises. A resident may have no more than one (1) common household pet at a time. A “common household pet” means a domesticated animal, such as a dog, cat, bird, turtle or fish (residents may keep no more than can be maintained in a safe and healthy manner in a tank holding up to 10 gallons) that is traditionally recognized as a companion animal and is kept in the home for pleasure rather than commercial purposes. The following animals are not considered common household pets and/or are not permitted by The Pines Management:

- Reptiles (i.e. snakes)
- Rodents (including hamsters, gerbils, guinea pigs, and rabbits)
- Insects
- Arachnids
- Wild animals or feral animals
- Pot-bellied pigs
- Animals used for commercial breeding
- Ferrets or other animals whose natural protective mechanisms pose a risk of serious bites or lacerations
- Any animal not permitted under state or local laws

Pets will not be approved to reside in a unit until completion of the registration requirements. Any resident who brings a pet to live on The Pines property without following the registration process as listed above will be in violation of the House Rules and of the lease. A pet may be refused if The Pines Management reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations.

Procedure:

- The applicant/resident shall complete a PET REGISTRATION form (in Section B). This registration must be renewed annually and will be coordinated with the annual recertification date.
- Residents must provide proof of licensing at the time of registration and annually, in conjunction with the resident’s annual recertification.
- If The Pines Management refuses to register a pet, a written notification will be sent to the pet owner within 10 business days of the decision. The notice will state the reason for refusing to register the pet and will inform the resident of the right to appeal the decision in accordance with The Pines grievance procedures.

RESPONSIBLE PARTIES

- Pets are not to be left unattended. At the time of registration, the pet owner shall designate who shall act as temporary or permanent caretaker for a pet when the pet owner cannot take care of it for whatever reason. (ALTERNATIVE ANIMAL CARETAKER form in Section B)
- The pet owner shall present evidence of renters' insurance sufficient to cover claims made against a resident and pet.

PET RULE VIOLATIONS

- If a determination is made on objective facts supported by written statements that a resident/pet owner has violated the pet rules, written notice will be served. The notice will contain a brief statement of the factual basis for the determination and the pet rule(s) that were violated.
- If the pet owner and The Pines Management are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by The Pines Management, notice may be served to remove the pet.

PET REMOVAL

- If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the responsible party designated by the pet owner.
- If the responsible party is unwilling or unable to care for the pet, or if The Pines Management, after reasonable efforts, cannot contact the responsible party, The Pines Management may contact the appropriate state or local agency and request the removal of the pet.
- The Pines Management reserves the right to remove the pet from the premises and deliver the pet to the appropriate state or local agency.
- If it is necessary for The Pines Management to place the pet in a shelter facility, the cost will be the responsibility of the pet owner or his/her estate.
- If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

EMERGENCIES

- The Pines Management will take all necessary steps to ensure that pets that become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the

health or safety of others is immediately removed from the premises by referring the situation to the appropriate state or local entity authorized to remove such animals.

REFUNDABLE PET DEPOSITS

- If the approved pet is a cat or dog, pet owners are required to pay a pet deposit in addition to any other required deposits.
- If the resident is unable to pay the entire deposit prior to bringing the pet into the unit, The Pines Management will allow the resident to pay an initial amount to be determined when the pet is registered and then pay subsequent monthly payments to be determined until the deposit is paid in full.
- All reasonable expenses incurred by The Pines Management as a result of damages directly attributable to the presence of the pet will be the responsibility of the resident during residency and after move out including:
 - a) the cost of repairs and replacements to the resident's dwelling unit
 - b) fumigation of the dwelling unit
 - c) repairs to common areas of the project
- The Pines Management will refund the pet deposit to the resident, less the costs of any damages caused by the pet to the dwelling unit, within 30 days of move-out or removal of the pet from the unit.
- Pet deposits will not be applied to the costs of pet-related damages during occupancy.
- The Pines Management will provide the resident with a written list of any charges against the pet deposit within 30 business days of the move-out inspection. If the resident disagrees with the amount charged to the pet deposit, The Pines Management will provide a meeting to discuss the charges.
- The resident will be billed for any damages that exceed the pet deposit.

Service/Therapy Animal

Policy: Service/Therapy animals are allowed on The Pines property as per the definitions and requirements of The Maine Human Rights Act (5 M.R.S.A. § 4553(9-D)). Service/Therapy animals that are needed as a reasonable accommodation for persons with disabilities are not considered pets.

- For the purpose of this guideline, the fish or animals that can reasonably be kept in an aquarium or a cage constitutes "one service/therapy animal."
- No vicious, dangerous or poisonous service/therapy animals are permitted to be kept by residents.
- A person with a disability is not automatically entitled to have a service/assistance animal. Reasonable accommodation requires that there is a relationship between the person's disability and his or her need for the animal.
- The Pines Management will not refuse a person with a disability to use and live with a service/therapy animal that is needed to assist them, unless:
 - a. there is reliable objective evidence that the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation, or
 - b. there is reliable objective evidence that the animal would cause substantial physical damage to the property of others.

Procedure:

- A resident who needs a service/therapy animal must submit a request in writing to The Pines Management requesting an accommodation for the resident's disability and describing the requested animal as per CERTIFICATION OF NEED FOR REASONABLE ACCOMODATION form in Section B.
- For service/therapy animals that are dogs or cats, the resident must furnish certification from a veterinarian at least annually that the assistance animal is in good health, free from fleas, ticks or other vermin and has had all necessary shots and/or vaccinations.

DEPOSITS AND FEES:

- A service/therapy animal is not a pet; therefore residents who are disabled and who receive approval for service/therapy animal will not be required to make a pet deposit.
- The resident will be liable to pay the cost of any service/therapy animal-caused damage or injury whatsoever including, but not limited

- to the cost of repairs and replacement to, and fumigation of, the resident's dwelling unit, and/or the cost of animal care facilities.
- After the resident no longer owns a service/therapy animal or vacates the unit, Management will bill the resident for any costs to repair service/therapy animal-caused damage.

RESPONSIBLE PARTIES

- Service/therapy animals are not to be left unattended. At the time of registration, the owner shall designate who shall act as temporary or permanent caretaker for a pet when the pet owner cannot take care of it for whatever reason. This agreement shall indicate the willingness and readiness of the designated individual to respond immediately in cases of emergency. (ALTERNATIVE ANIMAL CARETAKER form in Section B).
- The pet owner shall present evidence of renters' insurance sufficient to cover claims made against a resident and pet.

REMOVAL OF A SERVICE ANIMAL:

- When a resident's care or handling of an assistance animal violates the Service/Therapy Pet Rules, The Pines Management will consider whether the violation could be reduced or eliminated by a reasonable accommodation. If The Pines Management determines that no such accommodation can be made, The Pines Management may withdraw the approval of a particular service/therapy animal.
- If the death or incapacity of the assistance animal owner threatens the health or safety of the service/therapy animal, or other factors occur that render the owner unable to care for the service/therapy animal, the situation will be reported to the responsible party designated by the service/therapy animal owner.
- If the responsible party is unwilling or unable to care for the service/therapy animal, or if after reasonable efforts, The Pines Management cannot contact the responsible party, The Pines Management may contact the appropriate state or local agency and request the removal of the service/therapy animal and/or The Pines. Management reserves the right to remove the service/therapy animal from the premises and deliver the assistance animal to the appropriate state or local agency.
- Neither The Pines nor New England Baptist Council shall be responsible for any illnesses the service/therapy animal may contract due to routine maintenance procedures, such as painting, exterminating of pests, etc.

Smoke Free Policy

Policy: Effective November 1, 2010, all use of cigarettes, cigars and/or pipes is prohibited in and on all of The Pines property. This includes all indoor and outdoor areas: apartments, entry areas, walkways, grassed areas, picnic areas, parking lots, vehicles owned by The Pines and private vehicles parked on The Pines property. This policy applies to all residents, visitors, employees, and service persons.

Terms & Conditions:

- Residents who are currently “grandfathered” to smoke in their apartments (per the Business Office list) will be permitted to continue to do so only in their apartments for six (6) months after the effective smoke free policy is put into effect.
- Six months from the above stated date, all apartments will become smoke free and at that time all residents will be expected to follow the smoke free policy. All employees and residents have a responsibility to ensure that all visitors, vendors, subcontractors, and new residents are aware that The Pines maintains a smoke free campus.
- Violation of this policy will be treated as would any other violation of the lease.

Any resident who currently smokes is strongly encouraged to meet with The Pines Resident Service Coordinator for help with identification of resources that may assist in the cessation of smoking.

Pest Control Policy

Policy: In general, The Pines will deal with most pests found in apartments. For the purpose of this policy, the definition of pest includes the following (it should be recognized that this list is not exhaustive).

Ants	Wasps	Cockroaches	Mice	Rats	Squirrels
Birds	Bats	Fleas	Bedbugs	Silverfish	Chipmunks

Depending on the type and extent of the infestation, the resident may be asked to move furniture, launder clothing, linens, or take other steps up to and including vacating the apartment to assist in the cleanup. If the resident is unable to do these tasks (whether physically and/or financially) management will assist the resident. Any costs associated with such tasks will be discussed with the resident up front and repayment arrangements must be made between the Business Office and the resident.

Procedure:

- **Do not hesitate to report a suspected infestation.**
- When a resident reports a problem to the Business Office, the Maintenance Dept. will inspect the apartment as soon as possible (within five (5) days) and then recommend appropriate action (residents should not treat said incidents themselves).
- In cases where outside help is required, The Pines will hire a licensed pest removal expert.
- Maintenance will follow up all reports of infestation within one (1) week to ensure that they have been dealt with effectively by an appropriate contractor.

Termination of Tenancy

Policy: The Pines may terminate a resident's tenancy for serious or repeated violations of the terms and conditions of the lease. Such violations may include:

- failure to pay rent (or other amounts) when due, except when the violations are related to incidents of actual or threatened domestic violence, dating violence, or stalking against that resident
- failure to maintain the apartment appropriately
- not permitting other residents "peaceful enjoyment" of their apartments and/or common areas
- acts of fraud and/or failure to provide information required by HUD to establish eligibility and/or appropriate rent
- other acts in violation of House Rules

The Pines may terminate the tenancy if a resident and/or household member violates federal, state, or local law that imposes obligations in connection with the occupancy or use of the premises.

The Pines may terminate tenancy during the term of the lease if any *covered person*, meaning any member of the household, a guest, or another person under the resident's control commits any of the following types of criminal activity:

- that threatens the health or safety of other residents/staff or the right to peaceful enjoyment of the premises by other residents, (including property management staff residing on the premises)
- that threatens the health or safety of persons residing in the immediate vicinity and/or the right to peaceful enjoyment of their residences by persons residing in the immediate vicinity
- violent criminal activity on or near the premises or
- drug-related criminal activity on or near the premises.

The Pines may terminate tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.

In cases where it has been determined that a resident must be evicted from The Pines property, The Pines will give written notice of proposed termination of tenancy. A written notice must be provided to the resident and must:

1. State the specific date the tenancy will be terminated

2. State the reasons for the action with enough detail to enable the resident to prepare a defense
 3. Advise the resident that remaining in the unit on the termination date specified in the notice may result in the owner seeking to enforce the termination in court, at which time the resident may present a defense
 4. Advise the resident that he or she has ten (10) days within which to discuss termination of tenancy. The 10-day period begins on the day that the notice is deemed effective
 5. Be served on the resident according to HUD Handbook 4350.3
- REV-1 Change 2, Chapter 8.

INFORMAL REVIEW/HEARING PROCEDURE

Policy: An opportunity for an informal review/hearing will be given to residents who request such review in writing, by phone, or in person within 14 days of the written notice of the adverse action, e.g., eviction notice, disciplinary notice, etc.

- Resident/Participants will receive notice in writing, specifying the action being taken; the reason for the adverse action, as well as any effective date said action is to take place. Resident/Participants may request the review be conducted in person, by phone, or by written communication.
- For Resident/Participants with a disability, the notice will be in a form accessible to the resident, and if a request is made to meet in person, the meeting will be held in a location accessible to the Resident/Participant.

Informal review/hearings will be conducted in accordance with the following rules:

1. The review/hearing will be conducted by person(s) designated by The Pines Executive Director.
2. The person(s) conducting the review/hearing may regulate the conduct of the hearing in accordance with The Pines' procedures.
3. The Resident/Participant may be represented at his/her own expense, by a lawyer or other representative.
4. Evidence may be presented by The Pines and by the Resident/Participant. Evidence may be considered without following judicial proceedings for rules of evidence.
5. The person(s) conducting the review/hearing must provide the Resident/Participant the notice of decision, within five (5) days of the review/hearing. The notice of the decision must briefly state the reason(s) for the decision. Factual determinations shall be based on evidence provided at the review/hearing.