



Low-Rent Public Housing Fire Policy

- SUBJECT:** Fire Losses Caused by Residents, Household Member or Guests
- SCOPE:** This policy shall apply to residents, household members or guests in all HADCO owned and/or operated housing programs, unless specifically noted otherwise.
- POLICY:** HADCO will take all possible steps to prevent injury and property loss from fire, including regular unit inspections to identify fire hazards, annual testing of unit smoke alarms, building fire drills, resident education, and lease enforcement.

IMPLEMENTATION POLICY

Restitution: If a fire occurs and it is determined that the fire was caused by the resident, household members, or guests due to intentional or gross negligence, HADCO shall seek reimbursement from the resident in an amount equal to the actual cost for services and/or repairs for repairs to HADCO property or HADCO's insurance deductible, up to a maximum amount of one thousand dollars (\$1,000).

Restitution is required, regardless of whether the resident's lease is terminated.

Termination: HADCO incurs the risk of property damage and injury to other residents by housing persons who have been found to intentionally or negligently cause fire. However, pending an investigation by the Housing Authority and/or the Fire Department, the resident may be transferred to another available HADCO unit if the damaged unit is determined to be unsafe or uninhabitable. If another HADCO unit is not available, a maximum of 72 hours' lodging and per diem compensation will be paid by HADCO. In the event the tenant is found liable, HADCO will not provide relocation expenses. (NOTE: The property manager may request a verbal or "on the spot" report from the Fire Department to assist in decision making prior to the final investigation report.)

Based on the findings of the investigation, HADCO may choose to terminate the lease (as described in the Terms & Conditions of Occupancy of the dwelling lease) or seek other recourse. (See also ORS 166.635.) The decision to terminate the lease of a resident who has been involved in a fire will be made by the Property Manager in consultation with the Executive Director. Factors that will be considered when making the decision to terminate the lease may include:

1. Extent of damage exceeds \$1,000.
2. Bodily injury to the resident, a household member, a guest, or others.



3. Previous fire(s) caused by resident, household members, or guests.
4. Fire hazards noted during previous unit inspections(s).
5. Evidence of recklessness, negligence, or arson.
6. Flammables stored in violation of the lease.

Request for Impartial Hearing: If a resident disagrees with the Housing Authority's action or failure to act in accordance with the resident's lease or this policy, the resident shall be provided with an opportunity to have a fair and impartial hearing of the grievance, provided the request is made within a reasonable time, within 10 business days extending circumstances can be considered. If no request is made, or if a request is not made within 10 business days, the resident will have waived his or her right to an informal hearing.

Property management staff shall refer to the Management Plan for details of its Fire Policy and procedures. If the Management Plan does not address fire, staff shall default to this policy.

RESPONSIBILITY

The Housing Operations Department in conjunction with the Finance Administration's Risk Management division shall have the responsibility of implementing this policy and enforcing the collection of all monies determined to be due to the Housing Authority.

PROCEDURE

Notification: When a fire occurs (or is discovered by staff, i.e. at the time of an inspection) the Property Manager shall notify the Executive Director of the occurrence. However, if the repair or replacement cost is estimated to be \$1,000 or greater, the Property Manager shall:

1. Immediately (within 24 hours) notify the Executive Director;
2. Complete (within 24 hours) an Incident Report;
3. Obtain the Fire Department Report to determine the cause of the fire; and
4. Notify appropriate Maintenance staff and complete a Fire Loss Report.

Charges: The Property Manager shall request a complete and detailed cost estimate for repair of fire damage from maintenance. A work order number will be assigned. All costs associated with the incident will be charged to the same work order.

Repayment Agreement: The Property Manager shall prepare a Repayment Agreement. If charges are under \$1,000, the Property Manager shall meet with the resident to discuss repayment of the charges due and offer a repayment agreement using the Fire Loss Repayment Schedule:



Housing Authority of Douglas County Oregon

Affordable Housing Since 1944

Total Charges Due	Minimum Monthly Payment	Maximum Time
\$1.00 - \$250.00	\$15.00	24 months
\$251.00 - \$500.00	\$25.00	24 months
\$501.00 - \$750.00	\$35.00	24 months
\$701.00 - \$1,000.00	\$45.00	24 months

Lease Enforcement: If the resident refuses to pay restitution for the fire damages, or defaults on the repayment agreement, a 30-day notice with 14 days to cure shall be served which describes the resident's failure to pay. If the resident does not comply with the notice, it will be considered a lease violation and termination will be pursued in accordance with the Lease Agreement and State Statutes.

In the event the resident vacates prior to paying full restitution to the Housing Authority, the Housing Authority will pursue legal action to collect the debt.

Lease Compliance: If it is decided NOT to terminate the lease, the Property Manager shall conference with the resident regarding the incident, charges due, and serve a notice to comply or vacate. A repayment agreement may be offered in accordance with the Fire Loss Repayment Schedule. A memorandum shall be placed in the resident file describing the review process and the mitigating circumstances which led to the decision NOT to terminate the resident's occupancy.

Signatures:

Head of Household: _____ Date: _____

Co-Head: _____ Date: _____

Adult Tenant: _____ Date: _____

Manager: _____ Date: _____

