

In connection with your rental agreement, the landlord is required to provide you with a habitable dwelling unit and, in exchange for living in the unit, the tenant agrees to pay rent and comply with the terms of the rental agreement.

A rental unit is deemed habitable on the basis of applicable federal, state or local laws, but is generally defined as the provision of basic necessities, including working electrical, plumbing, sanitary, heating/ventilation systems; management of any regulated environmental hazards, such as lead-based paint and asbestos; basic structural elements of the home, such as roofing, floors, stairs and walls are safe and intact; and the absence of severe pest infestations (after the landlord has been given the opportunity to cure through extermination).

At times, situations may arise in which a tenant must be temporarily relocated because a rental unit needs to be vacated for maintenance or repair. These circumstances may vary from anything to a plumbing leak that results in flooding of the rental unit, to a fire that is caused by the tenant.

In certain circumstances, the landlord may be legally responsible for providing the tenant with temporary relocation and/or compensation if the repairs or maintenance are so significant that the rental unit is unable to be occupied during such work. The landlord is not responsible if:

- it is determined the tenant or their guests were responsible for the damage, repair or maintenance of the rental unit;
- the repair or maintenance was caused by a third party not associated with the landlord; or
- the damage was caused by the direct result of a natural event (such as a hurricane or earthquake) and not caused by the result of something defective on or in the unit.

In the event the rental unit is damaged beyond the point of being habitable, the lease agreement may be cancelled – in which case the tenant is no longer obligated to pay rent and the landlord is no longer obligated to provide the tenant housing.

Resident concerns regarding mold may arise in the context of habitability. There are no established governmental or professional organization health standards for airborne fungal spore or culturable concentrations. Mold is ubiquitous in the environment, and is normally found in both outdoor and indoor air. The presence of visible mold could signify a water leak or other condition within the rental unit that the landlord should repair. However, it also may be the result of housekeeping practices on the part of a tenant, in which case the landlord is not responsible for mold remediation. Regardless of the cause of mold within a rental unit, where visible mold is present in small amounts, vacating occupants from the rental unit altogether is not necessary. The determination as to whether the rental unit must be vacated by occupants during any remediation work should be based on the professional scientific opinion of a licensed industrial hygienist who has inspected the home.

The landlord is only responsible for providing housing that is considered habitable based on a reasonable person standard. In other words, if the resident has his/her own special medical conditions, such as allergen sensitivities, this does not obligate the landlord to perform repairs or provide compensation to meet those heightened standards. The landlord, however, always will consider all requests for reasonable accommodation or modification based on disability in accordance with its fair housing policies and procedures.

This policy outlines the terms upon which the landlord will provide temporary accommodations to tenants where it is determined that a rental unit is required to be vacated during the performance of maintenance or repairs.<sup>1</sup>

1. Landlord will provide temporary accommodations to tenant a fully-furnished “Patriot Home” to the extent such a unit is available.
2. Where a Patriot Home is not available, the landlord will arrange for the tenant to be relocated to a local area hotel/temporary lodging facility. The landlord will select from a list of pre-approved hotels/lodging facilities that may be obtained through the local Community Management Office. To the extent the resident has approved animals living in the rental unit and a pet-friendly hotel/temporary lodging facility is unavailable, the landlord will pay for the reasonable costs to board such animals.
3. In connection with any temporary relocation, the resident will be required to sign an acknowledgment of receipt of this Temporary Relocation Policy and; with respect to relocation to a Patriot Home, a Patriot Home Temporary Assignment Form.
4. During the period of temporary relocation to a Patriot Home or hotel/temporary lodging facility, the tenant will receive a weekly allotment of \$300.00 if the temporary accommodations contain a kitchen, or \$100.00 per day if the temporary accommodations do not contain a kitchen. This first allotment will be credited to the tenant’s rental unit account upon commencement of the temporary relocation, and credited every week thereafter (pro-rated for partial weeks) until the resident’s rental unit is available to be re-occupied. The tenant otherwise will continue to be responsible for the payment of monthly rent minus such credits for the period that the landlord continues to provide temporary accommodations.
5. All contractors performing work in the rental unit will be selected at the sole discretion of the landlord and will be required to maintain professional licenses as required by applicable law. During the term of the tenant’s temporary relocation, the landlord and its property manager and contractors will be permitted to enter the rental unit at any time without providing advance notice to the tenant.
6. Tenant acknowledges that construction cores may be placed on all locks at the rental unit during tenant’s temporary relocation as a means of ensuring not only protection for the contractors working in the rental unit, but also the protection of personal belongings remaining in the home by preventing access by anyone other than verified contractor personnel.
7. Tenant will not be able to access the rental unit during the period of temporary relocation. If an emergency arises requiring such access, tenant must coordinate such access with the local Community Management Office to schedule an escorted visit to obtain the necessary item(s).
8. Landlord will notify tenant in writing (which may include email) upon completion of the maintenance or repairs performed in the rental unit’ and tenant will vacate the temporary accommodations and re-occupy the rental unit no later than two (2) business days from the delivery by landlord of such notice.

To the extent a licensed mold remediation contractor was required to perform mold remediation services in the rental unit, the landlord will deliver a certification of clearance of post-remediation work from an appropriately licensed third-party contractor in accordance with applicable state law. Landlord will not be required to perform air quality or other environmental post-remediation testing except to the extent required by the licensed contractor engaged by landlord to perform clearance inspection services.

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<sup>1</sup> The landlord will consider all reasonable accommodation requests by residents for the provision of temporary relocation housing during the performance of work in a rental unit, notwithstanding that the rental unit is not deemed to be uninhabitable or to pose a threat to life, health or safety of a reasonable tenant.



## TEMPORARY RELOCATION POLICY

9. Tenant will be required to leave any temporary relocation housing/lodging in the same condition in which it was provided; and tenant will be responsible for any damages to such property caused by the tenant or other occupants/guests.
10. To the extent the tenant elects not to utilize temporary housing and instead opts to stay with family or friends (or at another place of their choosing), the landlord will credit tenant's rent the daily rate for the days the tenant is unable to occupy the rental unit. Daily rent is calculated as 1/30 of the monthly rent value, or as otherwise stated in the lease agreement.
11. If the repairs to the rental unit are expected to take longer than thirty (30) days:
  - a) the tenant may elect to terminate the lease agreement without penalty to the extent tenant does not wish to accept temporary relocation or permanent transfer to a comparable rental unit (i.e., similar number of bedrooms/bathrooms);
  - b) the landlord is not responsible for providing alternative housing accommodations or other compensation (i.e., weekly allotment or rent abatement/credit) beyond such thirty (30) day timeframe where tenant has declined another comparable rental unit for permanent transfer at the landlord's cost.
12. Except as noted otherwise in this policy, during the term of temporary relocation, tenant will remain subject to the terms and conditions of the tenant's lease agreement.

If you have any questions regarding this Temporary Relocation Policy, please contact your local Community Management Office.