

The Housing Authority of the City of Montgomery, Alabama

SMOKE DETECTOR POLICY

Resolution No. 5227 dated August 18, 2004

GOAL

To insure that each apartment managed and maintained by the Montgomery Housing Authority (MHA) has at least one operable smoke detector on each level of each unit at all times in accordance with all applicable regulations.

APPLICABILITY

All MHA managed and maintained units.

MONTGOMERY HOUSING AUTHORITY RESPONSIBILITIES

1. The MHA will provide at least one operable smoke detector in each floor of its rented apartments in accordance with applicable regulations.
2. In the case of hearing impaired residents, the MHA will provide and install a smoke detector with an alarm system designed for the hearing impaired person in each bedroom occupied by such persons. The smoke detector will be hard-wired and the hardware and smoke detector will be connected to an alarm system designed for hearing impaired and installed in the bedroom or bedrooms occupied by the hearing impaired persons.
3. It is the responsibility of the MHA to repair or replace an inoperable smoke detector in a rented unit within 24 hours of discovery or as report by the resident.
4. The MHA will inspect and test each smoke detector and batteries in a rented unit at the time of the annual inspection. In addition, each time a MHA employee enters the unit for a maintenance issue, the smoke detectors and batteries will be inspected.
5. The MHA will show each of its leaseholders/head of the household how to test a smoke detector in accordance to manufacturer's instructions to insure that it is in good operating condition.

TENANT RESPONSIBILITIES

1. It is the responsibility of the resident to insure that the smoke detector(s) and their batteries that are installed in their unit is/are not altered, tampered with, remain in good operating condition and installed at all times.
2. By signing the ASmoke Detector Agreement, residents agree to test each smoke detector in their unit in accordance to manufacturer's instructions at least once a month.
3. It is the responsibility of the tenants to report to the MHA an inoperable smoke detector immediately after the discovery of such malfunction during testing or otherwise.
4. If the MHA discovers that smoke detectors or its batteries have been removed, altered or tampered with by a household, the housing authority may impose a charge of \$100.00 for each smoke detector or batteries that was removed, altered and tampered with.
5. The Montgomery Housing Authority may also initiate eviction action by issuing a 10-day lease termination letter against the lease holder of the household that removed, altered or tampered a smoke detector or its batteries for creating a health and safety threat to themselves and others within the building in which they reside.

Tenant

HA Official Signature

Date

Date

TENANT SMOKE DETECTOR AGREEMENT FORM

I _____ THE RESIDENT AT _____

_____, AGREE THAT:

1. I RECOGNIZE THE IMPORTANCE OF PROPERLY WORKING SMOKE DETECTORS IN MY UNIT FOR MYSELF, ANYONE ELSE THAT LIVES IN THE APARTMENT WITH ME AND ANY VISITORS AS WELL AS THOSE WHO LIVE AROUND ME. IN RECOGNITION OF THIS, I UNDERSTAND THAT BY SIGNING THIS AGREEMENT I AM RESPONSIBLE FOR MAKING SURE THAT THE SMOKE DETECTORS IN MY UNIT ARE IN PROPER WORKING ORDER AT ALL TIMES.
2. I WAS SHOWN BY THE MONTGOMERY HOUSING AUTHORITY HOW TO TEST THE SMOKE DETECTORS IN MY APARTMENT IN ACCORDANCE TO MANUFACTURER'S INSTRUCTIONS.
3. I WILL TEST EACH OF THE SMOKE DETECTORS AT LEAST ONCE A MONTH IN ACCORDANCE TO MANUFACTURER'S INSTRUCTIONS.
4. I WILL REPORT TO THE MONTGOMERY HOUSING AUTHORITY ANY INOPERABLE SMOKE DETECTOR(S).
5. IF THE HOUSING AUTHORITY DISCOVERS THAT SMOKE DETECTORS OR ITS BATTERIES HAVE BEEN REMOVED, ALTERED OR TAMPERED WITH IN MY UNIT, THE HOUSING AUTHORITY MAY IMPOSE A CHARGE OF \$100.00 FOR EACH SMOKE DETECTOR OR BATTERIES THAT WAS REMOVED, ALTERED OR TAMPERED WITH.
6. THIS CHARGE WILL BE PAYABLE TO THE HOUSING AUTHORITY NOT EARLIER THAN 30 DAYS FROM THE DATE OF THE INCIDENT.
7. IN THE EVENT THAT I OR A MEMBER OF MY HOUSEHOLD ALTERS, TAMPERS OR REMOVES A SMOKE DETECTOR OR ITS BATTERIES, THE MONTGOMERY HOUSING AUTHORITY MAY INITIATE EVICTION ACTION AGAINST MY HOUSEHOLD.

TENANT

DATE

WITNESS

DATE