

INDEPENDENCE ASSOCIATION HCBS Policy: 008**Title: Tenancy Policy****Date: April 8, 2022****Policy:**

**This policy is to be used in conjunction with the Residential Services Agreement and its appendices or the lease for shared living residents.*

Independence Association will implement a residential services agreement and/or a lease between the agency or contracted provider and each participant/resident. The lease will provide the same responsibilities/protections from eviction as all tenants under landlord tenant law of Maine. It will provide a minimum of 30-day notification clause for termination of the lease. It will include a 45-day advance for notification of rent increases. It will include an appeal process for residents in licensed and unlicensed settings.

Although the lease need not be signed annually, it is the policy for the agency to review the agreement with the resident or their guardian prior to moving into the setting to assure a common understanding regarding expectations and protections outlined in the agreement. Upon the annual review, the resident will sign an acknowledgement that they have discussed/reviewed their lease and rights with the agency.

OCCUPANTS Unless mutually requested by two consenting residents; it is the policy of Independence Association that all renters will have their own private bedroom. When two consenting individuals request a shared bedroom, both parties will be listed as Tenants on the Lease and both renters will be required to sign the Lease.

HOUSEMATES Every opportunity will be given to all residents in any home to participate in choosing new housemates. IA will facilitate meet-and-greet activities, dinner parties, and sleepovers to allow residents the ability to self-assess compatibility and reach a mutual decision regarding the choice to reside together.

VISITORS The Tenant may have visitors at any time. However, the Tenant is fully responsible for the actions and/or conduct of any such visitors, who are expected to adhere to the requirements identified in this Rental Agreement and attachments, including respecting other tenants' right to quiet enjoyment of their home. A guest is limited to no more than 14 nights in a six-month period and may not spend more than 2 nights consecutively. The Tenant acknowledges that there are vulnerable individuals living in the home and agrees to notify staff if someone will be staying overnight.

INDIVIDUAL RIGHTS:

- Residents have the freedom and support to control their own schedule and activities.
- Residents have access to unprepared food at any time and may choose to eat food in their bedroom.
- Residents may have visitors of their choosing at any time, including overnight stays.
- The home must be physically accessible to the resident.
- Residents will have privacy in their sleeping or living unit.
- Residents will have lockable doors for the entrance of their home, bedroom and bathroom, with only appropriate staff having keys to the doors.
- Residents may furnish and decorate their bedroom based on the terms in this lease or agreement.
- Residents have a legally enforceable agreement for the home where they reside, and at the minimum, the same responsibilities and protections from eviction that tenants have under the landlord tenant law enforceable in Maine or other designated entity pursuant to 14 M.R.S. §§ 6000, *et seq*

I acknowledge that I have reviewed my Residential Services Agreement and all appendices and have a common understanding regarding expectations and protections outlined in the agreement.

Signature of Tenant

Date

Signature of Guardian, Representative Payee, or other Legal
Authority as applicable

Date

Signature of Landlord Representative

Date