

GUEST POLICY

OCC-02-001

Effective September 1, 2025

- A. PURPOSE:** To clearly outline the expectations of Massena Housing Authority (MHA) tenants regarding the difference between a “visitor” and a “guest” (see definitions pg. 3) to prevent tenant fraud and tenant abuse of HUD’s public housing program. The Massena Housing Authority does not provide emergency or transitional housing services. Your apartment is a private dwelling and only those people listed on your lease can live there. The MHA believes it can provide better safety and security when it knows who, where, and how many guests are staying in our tenant units.

An unreported “guest stay” of more than 2 nights constitutes unauthorized occupancy and is a violation of the lease. A “guest stay” of more than 14 days (consecutive or not) within any 45-day period constitutes unauthorized occupancy and is a violation of the lease. A “guest stay” of more than 25 cumulative days per calendar year (whether consecutive or not) constitutes unauthorized occupancy and is a violation of the lease.

- B. COMPLIANCE:** Tenants must abide by this policy, the requirements and procedures set forth. In all cases requiring judgement in the enforcement of these rules, the judgment and determination of the MHA shall prevail.
- a. You are not to allow guests to stay in excess of (2) nights if you have not notified the MHA in ADVANCE, in WRITING.
 - b. The office must be made aware of your guest(s) stay at least 1 full business day prior to the stay.
 - c. You are not to provide accommodations for boarders or lodgers (see definitions pg. 3).
 - d. You are not to provide accommodations for homeless individuals (see definitions pg. 3).
 - e. Individual(s) who are not an authorized guest or are determined to be a boarder or lodger are not eligible to stay in your unit, and allowing such individuals to stay is a serious violation of your signed lease agreement and this policy.

C. REQUIREMENTS:

1. Tenant Responsibilities and Obligations:

- a. As the tenant you are responsible for the actions of your visitors and guests, and it is your responsibility to advise them of all rules and regulations.
- b. As the tenant you are responsible for supervising and/or accompanying your visitor and guests inside and outside of your unit. They are not permitted to roam freely about the premises at any time. Your compliance is required to assist the MHA with maintaining the safety and security of all tenants.
- c. You are responsible for notifying the MHA 1 full business day IN ADVANCE of any guest staying on the premises for more than (2) nights. This applies to “guests” only, not visitors.
 1. If your guest is going to stay more than (2) nights, you are required to complete the attached Advanced Guest Notice of Stay Form.
 2. All guests must have their own separate legal residence. You are responsible for providing your guest’s name, age, and legal address (street, city, state, zip code), and the future dates they will be staying with you.

3. If you expect the stay to extend beyond (14) days, you must request approval 2 full business days in ADVANCE for an extension in writing, stating the reasons for the extended stay. The extension must be authorized by the MHA.
- d. If you want to add an additional adult to your signed lease agreement, you must submit a written request or completed Household Change Form to the MHA. They will be required to complete and submit an application for housing. As a new applicant, the MHA will utilize all applicant screening procedures to determine their income eligibility and suitability as an applicant.
 1. You must wait for approval before allowing any person(s) to take up permanent residence in your unit.
 2. Under no circumstances are you allowed to permit them to stay with you during the screening process.
 3. You must wait until the MHA completes the screening process and notifies the applicant and you of the decision to approve or deny your request. Failure to do so is violation of your signed lease agreement and this policy.

D. PROCEDURES:

1. The MHA:
 - a. is responsible for maintaining the health, safety, and peace of the premises;
 - b. has the right to implement guest restrictions.
2. Unauthorized Guest:
 - a. If the MHA has any reason to suspect that a tenant is housing an unauthorized guest or guests, the tenant must prove that person has a permanent residence elsewhere. If a tenant does not provide acceptable proof within 10 days from the date of the request, the MHA may increase the tenant's rent to the HUD-approved Fair Market Rent and may begin eviction proceedings for material noncompliance of the signed lease agreement and this policy.
 - b. Acceptable proof of a person's permanent residence must show the person's name and current address and consists of any 2 of the following:
 - valid rent receipt for the current month
 - valid electricity, gas, and/or cable bill for the current month
 - current paystub
 - current car registration
 - copy of current mortgage statement
 - c. Unacceptable proof consists of the following:
 - driver's license
 - tax documents
 - any other documents which the MHA may consider unlikely to have a current address
3. Lease Violation:
 - a. The tenant will be issued a Notice of Lease Violation if the MHA determines there is an UNAUTHORIZED GUEST on the property.
 - b. The notice will include details of the lease section and/or policy being violated, specifics of the violation, and the opportunity to stop the violation immediately (cure) or move out (quit).

- E. NONCOMPLIANCE:** The MHA will issue the tenant(s) a 30-Notice of Termination according to the administrative actions stated in the lease as well as the adopted Admission and Continued Occupancy Policy (ACOP).
- F. IMPLEMENTATION:** This policy will be incorporated as an addendum to the House Rules and Regulations and therefore, part of the lease.
- G. NOTICE AND DISSEMINATION:**
1. Following the 30-day review period, written comments will be reviewed. Revisions will be finalized and presented to the MHA Board for final approval. All tenants will receive a copy of the final policy with their monthly newsletter and upon request.
 2. Every new applicant will receive a copy of this policy at the time of Public Housing Orientation or at Lease Up.

DEFINITIONS:

Tenant Responsibility: As a resident of HUD's Public Housing Program, you have a responsibility to assist in ensuring our properties remain a suitable home for you and your neighbors. By signing your lease, you, the MHA, and HUD have entered a legal, enforceable contract. You are responsible for complying with your lease, house rules, and laws governing the property.

Lease Violation: A tenant's failure to comply with the terms of the signed lease agreement. A violation of rules and regulations, or policies. Violations can lead to legal consequences for the tenant, including eviction.

Tenant: An AUTHORIZED OCCUPANT who occupies property that belongs to a landlord.

Visitor: A visitor is not an overnight guest. A visitor is a person who stops briefly during the day to spend time with someone and departs before the end of the day. A visitor does not have the same rights or responsibilities as a tenant.

Guest: A person temporarily staying in the unit with the consent of a tenant, other member of the household, and the landlord. A guest does not have the same rights or responsibilities as a tenant.

Temporary Stay: The guest's stay is short-term, it is not intended to be a permanent living arrangement.

Homeless: An individual who lacks a fixed, regular, or adequate night-time residence; an individual who has a primary night-time residence that is supervised, operated, and designed to provide temporary living accommodations, or a place not designed for or ordinarily used as, a regular sleeping accommodation.

Emergency/Transitional Housing: A facility whose purpose is to provide temporary or transitional housing to facilitate the movement of individuals and families to permanent housing within a reasonable amount of time (usually 24 months).

Restrictions: While tenants have the right to have guests, PHA's can implement reasonable restrictions to maintain the health, safety, and peaceful enjoyment of the premises by other tenants, guests, staff, and contractors.



Advanced Guest Notice of Stay

Tenant Name: _____

Tenant Unit: _____

This is to inform the Massena Housing Authority (MHA), 1 full business day in ADVANCE that the listed person(s) below has their own separate legal residence and will be visiting at my residence for the following dates at my invitation.

GUEST INFORMATION: List each person who will be staying with you.

GUEST NAME	AGE	LEGAL STREET ADDRESS	CITY, STATE	ZIPCODE

The above listed person(s) will be staying with me at my residence for the following period of time:

FROM _____ TO _____
Date Date

I have read and understand the Guest Policy. Guest extension requests beyond 2 weeks must be submitted to the MHA at least 2 business days in ADVANCE, in writing stating the reasons for the extended stay. I understand the MHA reserves the right to approve or deny the extended stay request. I further understand if my request is denied, all guests must, leave the property immediately, return to their Legal Residence and are no longer permitted to stay on Massena Housing Authority Property.

TENANT SIGNATURE

DATE