

**HOUSE RULES**  
**LAVONIA HOUSING AUTHORITY**  
**Attachment #3**  
**Revised and approved June 1, 2017**

These guidelines and policies have been established as an easy reference for you in your new home. Each resident should, and furthermore, should ensure that other members of the household and guests follow these rules as a condition of occupancy.

It is and always has been the responsibility of the resident to comply with all conditions and terms of the Lease Agreement and House Rules. The Housing Authority is held to a high standard of responsiveness towards its resident population and makes great strides to create “*a better place to live*” for all resident families. Residents are encouraged to call the Executive Director at 706-356-8224 with any comments or concerns regarding the Lease or House Rules.

**RENT AND RENT COLLECTION**

THE AUTHORITY AND RESIDENTS MUTUALLY AGREE AND UNDERSTAND THE FOLLOWING:

- The Multifamily Lease, Form HUD-90105a, is a HUD approved model lease and cannot be changed or altered in any way.
- Rental charges are determined by Federal Law.
- **Rent is due** on or before the first day of each month and shall be paid in compliance with Section 3 of your lease.
  - An outside secure drop-box is provided at the administrative office for after-hours payments or correspondence.
  - Do not put cash in the drop-box. Personal Check or money order is the only acceptable method of payment.
  - No partial payments will be accepted.
- Changes in rent and notice procedures will be made in accordance with the lease agreement.
- Failure to make payments due under the lease is a serious violation of material terms of the lease.
- Repeated violations of the lease will result in lease termination and eviction.
- Warrants will be filed on the 21<sup>st</sup> day of each month, in the event that past due balances have not been paid. Eviction procedures will be according to the guidelines of the applicable locality.
- Every legal effort will be made to collect accounts due for tenants in possession as well as vacated tenant’s accounts.
- Repeated Magistrate Court Action of two (2) times within a 12 month period shall result in eviction.

- A resident whose account may require court action for collection of other lease violations will not be considered for re-occupancy for 12 months from the date of the vacancy.

## **CODE OF CONDUCT AND BARRING GUIDELINES**

The Philosophy of Public and Assisted Housing from its beginning was to maintain the premises and neighborhoods in a safe, decent and sanitary condition.

The Lavonia Housing Authority has prepared a guideline on the Code of Conduct for residents and their visitors and guests. Residents are made aware that guests/visitors are their responsibility and violations of the Code of Conduct may result in disciplinary action including barring and/or arrest of the guest/visitor and/or eviction and/or arrest of the tenant.

### **Code of Conduct for Residents and their Visitors/Guests and Barring Guidelines**

#### **I. Visitors**

Visitors to all public housing communities are warmly welcome; however, the lease signed by each adult resident makes the head of household responsible for the conduct of their guests.

Visitors are expected to act in an appropriate manner at all times and should limit their visit to the resident's apartment and yard. Loitering and disturbing the residents of the Public Housing complex will not be allowed. Visitors should obey the "No Loitering" signs posted throughout the Public Housing communities and refrain from creating a disturbance.

Visitors and residents are expected to abide by all the laws which govern the conduct of any other citizen of Lavonia, Georgia. A violation of any such law or ordinance will be a violation of this policy. Some of the more obvious examples would be trespass and criminal damage to property. Other examples include but are not limited to:

#### **A. Drug/Alcohol Violation**

- The sale, use, possession or distribution of illegal drugs or sale of alcoholic beverages on Housing Authority property is prohibited.
- Possession of alcoholic beverages in an open container outside the residence, in a parking lot, street, or other common area is prohibited. Conduct in violation of the Cities of Lavonia, Carnesville or Canon open container ordinance is also a violation of this policy.
- Methamphetamine: Residents or non-residents who have been arrested for manufacture, use or distribution of methamphetamine shall receive a lifetime ban from Lavonia Housing Authority.

- B. Interference and Intimidation  
Interference with and intimidation of LHA staff or any law enforcement officers.
- C. Threats of Harm and Profanity  
Threats of harm or use of profanity towards LHA staff or law enforcement officers.
- D. Loitering/Trespassing  
Loitering or any conduct that constitutes loitering or prowling under the laws of this City and State. Entry into an area which is not open to the public at the time of entry.
- E. Gambling  
Any activity which constitutes the offense of gambling under the laws of the State of Georgia.
- F. Refusal to Identify Self  
Refusal to present sufficient identification to verify one's identity to LHA staff or any law enforcement officer.
- G. Loud Music  
Playing loud music in an automobile, on LHA property or activity that would constitute a violation of the City of Lavonia, City of Canon, and City of Carnesville Noise Ordinances. This property has **"quiet time" from 10:00 P.M. until 10:00 A.M in ALL developments.**
- H. Fraud in Obtaining Housing Assistance  
Residents or applicants are prohibited from fraudulently obtaining or attempting to obtain rental assistance or a reduction in rent and includes any person who assists another in violation of this law. Any visitor who is determined to be "staying" with or an "unauthorized guest" of a resident is a violation of a tenant's lease and will be barred and/or prosecuted.
- I. Other Illegal Activities  
The above list of examples is for illustrative purposes only and is not all inclusive. Any conduct that is offensive under the laws pertaining to the other residents of the Cities of Lavonia, Carnesville or Canon shall also be a violation of this policy and subject the offender to disciplinary action and/or arrest.

## II **Barring**

Non-residents who violate any of the prohibited acts or laws of the State of Georgia while on LHA property are subject to being barred for 90-days, one year, two years, five years or ten years depending on the circumstances and severity of the infraction. If the offender has been sufficiently identified and an address is available, a written notice will be mailed to that address. However, the efforts of the LHA to provide written notice shall not invalidate an oral notice which shall have the same force and effects as a written notice, if properly served.

### **III Appeal Conferences**

Non-residents who are barred from LHA properties will be provided an opportunity for an appeal conference to discuss the measures taken against the individual. Any request for an appeal conference must be filed in writing at the LHA office located in the Starr Whitlow Office Building, 13032 Jones Street, Lavonia, Georgia 30553 within ten (10) days of being barred.

### **IV Entry Conferences**

Non-residents who have been barred from LHA property must call 706-356-8224 or visit the LHA office at 13032 Jones Street, Lavonia, Georgia to schedule a conference with the Executive Director and, when necessary, a representative of the Lavonia Police Department before he/she will be allowed to visit the property from which he/she was barred.

### **UTILITIES**

- All utilities must be put in the head of household's name before moving into the apartment. A copy of the receipt for utility deposits must be given to management before residents will be given keys to the apartment. Failure to promptly report a utility disconnection will be a lease violation. Failure to promptly report needed repairs to plumbing, electrical fixtures, appliances or heating and air conditioning equipment could result in resident's responsibility for increased cost of use or repairs.
- The water on this property is for resident's residential use only. Water cannot be used for business purposes or for washing cars and/or filling up water containers, wading pools or any other purpose other than drinking and normal household use for the residents' family only. Residents are not allowed to wash guests or other non-residents clothing or use water for other unauthorized purposes. Residents are not permitted to install water hoses, change faucet aerators, shower heads or other water use devices designed to increase water consumption.
- Residents shall report all water leaks, no matter how small and any increased water consumption to the office immediately. A wet spot on the ground is an indication of an underground water leak and should be reported to the office immediately.

### **GUESTS, BOARDERS AND LODGERS**

- The apartment shall be occupied only by persons named on the resident's lease. Residents are responsible for their guest's behavior while on the premises.
- No guest will be permitted to visit overnight or remain overnight on a regular or irregular basis for more than fourteen (14) cumulative nights within any twelve (12) month period.

- Persons not listed on the lease who give the Housing Authority address as their own to any entity will be considered as a border or lodger.
- No barred persons will be allowed into the apartment or on the premises at any time unless prior approval from management is received in writing.

### **SCHEDULE OF CHARGES TO TENANTS**

Our Board of Commissioners has established a schedule of charges to tenants in order to maintain reasonableness in the charges assessed against residents for damages and other authorized charges. This Schedule will be posted in the lobby of the Administrative office located at 13032 Jones St. Lavonia, Ga.

### **GRASS AND SHRUBBERY**

Repairs as a result of damage to shrubbery, grass and grounds are very costly. Residents should take special precautions to protect the shrubbery, grass and grounds. Residents are not allowed to pull any vehicles onto the grass at any time, while moving in or out, or at any time during their residency.

### **WATERBEDS AND STANDARD BEDDING**

- Residents may not have or keep waterbeds in the apartment.
- All mattresses and bedding must be off the floor and on a bed frame or bed rails.

### **LOCKOUT & KEYS**

- If a resident is locked out of the home after office hours, the applicable charges will be in accordance with our approved "Schedule of Charges to Tenants" which is posted in the lobby of the Administrative Office.

### **VEHICLES**

- **VEHICLE REPAIRS**

There shall be no maintenance or repairs performed on any vehicle on the premises. This includes, but not limited to, jacking up a vehicle, changing oil or any other fluids, changing breaks or any other work of a maintenance nature. Changing a tire is authorized only if the owner or responsible adult is attending the vehicle at all times. No flammables, tires, rims or spare mechanical parts shall be stored on the property.

- **VEHICLE PARKING**

Resident agrees to abide by the parking regulations established by management.

- General Population: There are no assigned standard parking spaces as general parking is first come, first serve, except for handicap parking (see b. below).

- b. Handicap Parking: The reserved designated spaces are to be occupied only by vehicles displaying the proper handicap vehicle identification. Other vehicles will be ticketed and towed at the owner's expense. Any assigned handicap spaces will be clearly marked with signage.
- c. Motorcycles must be parked in a single parking bay, not on the porch, grass or sidewalk.
- d. Non-operational vehicles are not permitted on premises. Any such vehicle may be removed by management at the expense of the resident or owner.
- e. All vehicles must have inflated tires and current in-state license plates. No vehicle shall be leaking oil, gas or other fluids onto the pavement at any time. No vulgar or offensive stickers, tags or other displays shall be allowed on any vehicle.
- f. No ball play or recreation of any kind shall be allowed in any parking spaces.
- g. The Housing Authority shall not be liable or responsible for any damage to a vehicle unless the damage was caused by an employee or legal agent of the Housing Authority.
- h. "Office parking only" spaces are clearly marked. These spaces are for office business only during office hours.
- i. "Employee parking only" spaces are clearly marked. These spaces are for the sole use of office personnel and shall not be used for resident parking for any reason.

#### **GAS AND/OR BATTERY PPOWERED RECREATIONAL VEHICLES**

Some motorcycles, 4-wheelers, golf carts and other ATV's are restricted by city law. No gas or battery powered recreational vehicles of any kind shall be driven or stored on Housing Authority property. Illegal use of these vehicles can damage the grass and create a nuisance to others.

#### **SPEED LIMIT**

- The speed limit throughout the property is 10 miles per hour (MPH) and 5 MPH when crossing a speed breaker. Residents will be responsible for compliance with the speed limits and advising their guests of the posted speed limit.

#### **AIR CONDITIONER CAGES**

The cage that covers the air conditioner unit is to protect the unit from vandalism and theft. It is imperative that nothing is placed on the top or around the cages because this will reduce the air flow which could cause damage to the air handling unit. Residents are not authorized to place any item on or against the cage, including but not limited to wet mops which will cause the cage to rust and look unsightly. The cages are locked and only our maintenance department or housing authority employees are authorized to open the cages.

## **COOKING GRILLS**

Outside grilling is enjoyable; however, misuse can be very unsafe and can damage the vinyl or grass if not handled with care and caution. Misuse of gas or charcoal grills is considered a fire hazard.

- Storage of all outside grills shall be limited to the back porch area opposite the side where the gas meter is located and at least ten (10) feet away from the gas meter. The gas should be turned OFF at the tank when the grill is not in use.
- The gas tank should remain in the grill at all times and NOT stored separate, on the porch or inside the apartment.
- When in use, gas grills may be used in the rear or front yard only. DO NOT use the grill on the porch as this will melt, stain and damage the vinyl overhead and is considered a fire hazard.
- Allow the charcoal ashes to cool and then place them in a container to be disposed of. DO NOT dispose of used charcoal ashes in the yards, ground or bordering woods.
- If a resident displays repeated violations of fire safety, their right to own and keep a grill on the premises may be terminated.

## **GAS METERS**

Most apartments have gas meters around back. The gas provider reads the dial monthly. For the safety and security of our residents and convenience of the gas provider, nothing should be placed or stored on or within three (3) feet of your gas meter. The distance from gas grills is ten (10) feet (see COOKING GRILLS above). If any item is left on or near a gas meter unattended, the maintenance staff will consider this a safety hazard to the neighborhood and the items will be removed and discarded.

## **FUEL STORAGE**

The Housing Authority maintains the grounds, therefore, there is no reason for a resident to keep or store any type of fuel, other than grill gas (refer to COOKING GRILLS above).

- Residents are not allowed to store any type of combustible fuel on the property for any reason. Gas cans or other fuel containers left unattended is considered a fire hazard and will be removed and discarded.

## **NOISE**

Please be considerate of neighbors and refrain from playing music or televisions too loudly at any time. This property has **quiet hours from 10:00 p.m. until 10:00 a.m.** This means during these hours, everything quiets down.

## **MAINTENANCE SERVICE REQUESTS AND WORK ORDERS**

- If residents need routine maintenance work, please contact the office during normal office hours.
- After hours emergency service can be obtained by calling 706-356-8224 and follow the phone prompts to reach the on-call maintenance worker. Leave your name, a brief description of the request and a call back telephone number and we will return the call and address your maintenance request.
- Maintenance will not come out at night unless the request is a true emergency that endangers life, health, safety or damage to property.

## **PLUMBING/SINKS**

- Do not pour or put fats, oils and grease down the drains as this will clog and stop up the drain causing damage and repairs that may be charged back to the resident. The proper methods for disposing of fats, oils and grease are as follows:
  - a. Before washing dishes, scrape and dry wipe pots, pans and dishes with paper towels and dispose of materials in the trash. Always use a sink strainer to catch food items, and then empty the strainer into the trash.
  - b. Pour fats, oils and grease, after it has cooled, into a glass or metal container (such as an empty glass jar or metal coffee can) with a secure lid. Once the container is full, secure the lid in place and then place it in the trash.

## **FOOD SCRAPS ON THE GROUND**

The Housing Authority spends a great deal of money, time and effort keeping the grounds looking good. Some residents feel the need to throw old food scraps, cooking grease or oil on the ground, usually near the back door. Besides this being disgustingly filthy, this practice does damage in several ways:

- Food, oil or grease will not only kill the grass, it will contaminate the soil which will prevent grass from growing there in the future. The contaminated soil then has to be removed, new fresh soil put back in and new grass put back in place. The cost can run into the hundreds of dollars.
- This practice attracts unwanted dogs, cats, rats, raccoons, skunks and other animals. Stray dogs, feral (wild) cats and other wild animals are very dangerous and



unpredictable. Studies show that once you feed wild animals, the likelihood of an attack is increased.

- This practice attracts roaches, ants, spiders and other insect pests that can enter your home. The Housing Authority spends thousands of dollars each year on pest control. When a resident throws old food on the ground, they make our pest control eradication goals almost impossible to achieve.
- Old food items should go into your garbage bag. Old cooking grease and oils should be left to cool, then placed in a glass jar with a secure lid and placed in your garbage bag, and then placed in your garbage cart. DO NOT place old food, grease or oil in the trash cart unless it is secured in a sealed container and then inside a quality garbage bag.

### **TRASH CARTS AND GARBAGE PICK-UP**

The Housing Authority and the Cities of Lavonia, Carnesville and Canon have contracted with Waste Management for weekly trash pick-ups and cart replacement when necessary. Housing Authority residents do not pay for this service. The Housing Authority pays a set monthly fee for each trash or garbage cart to be picked up each week on a predetermined schedule. It is the resident's responsibility to pull the cart to and from the curb so the trash truck will have easy access to it and to maintain the cart in a clean condition. To insure these goals are met, the Housing Authority has adopted the following procedures and requirements:

#### **Identifying your cart**

- The address of your cart will be painted on the inside of the lid.

#### **What is allowed inside your trash cart:**

- **All trash and garbage MUST be bagged in a quality trash bag before being placed inside the cart.**
- Pretty much any type of regular household garbage is allowed (see "What is not allowed..." below.)
- Most routine cleaning empty containers are fine.
- Old cooking grease and oils should be left to cool, then placed in a sealed non-breakable container, placed in a garbage bag and then placed in your garbage cart. Old food items or table scraps should be placed into a trash bag before being placed into the trash cart.

#### **What is not allowed inside your trash cart? This list includes, but is not limited to the following:**

- **All trash and garbage MUST be bagged in a quality trash bag before being placed inside the cart.**
- No hazardous waste, biohazard waste or medical waste.

- No gas, grease, motor oils, construction materials, rocks, sand, gravel, dirt, sticks, plant material, carpet, tires, rubber, batteries, old car parts, paints, chemicals of any kind, or similar materials that may be a hazard to the neighborhood or the environment.

#### **Bagging your trash:**

- All trash should be bagged in a quality trash bag. Grocery store or department store bags usually are not good because they are not very strong and will split allowing the contents to spill out into the cart. DO NOT put items into the trash cart unless they are inside a quality garbage bag that is tied and secured.
- DO NOT put old food, grease or oil in the trash cart unless it is secured in a sealed non-breakable container and then placed inside a garbage bag.

#### **Trash pick-up day:**

- On the day before your scheduled trash pick-up, the cart should be pulled to the curb before nightfall. All residents who do not pull their cart to the curb before the morning of trash pick-up will be subject to the charge listed on the *Schedule of Charges* posted in our lobby.
- On the day after your scheduled trash pick-up, the cart should be pulled to the back storage area for your trash cart. All residents who do not pull their cart from the curb to the cart storage area within 24 hours after trash pick-up will be subject to the charge listed on the *Schedule of Charges* posted in our lobby.

#### **Maintaining a clean trash cart:**

- Each new resident will be provided with a clean trash cart. Thereafter, it is the resident's responsibility to keep the cart clean in between trash pick-ups by washing it out with water and detergent. Residents are allowed and recommended to use a bucket(s) of warm water and detergent to clean the inside and outside of their cart. For residents who do not maintain their cart in a reasonably clean condition, the maintenance department will clean the cart and the household will be subject to the charge listed on the *Schedule of Charges* posted in our lobby.

#### **Damaged trash carts:**

- The carts are the property of Waste Management Company. A damaged cart should be reported to the office and will be replaced. Unless there is resident damage or negligence by the user, there will be no charge for replacement of a damaged cart. Negligence or resident caused damage could result in charges up to and including the cost for repair or replacement of the cart. These costs would be determined by the owner of the cart, Waste Management Inc.

**Back-door pick-up service:**

- Waste Management may authorize back-door service for those residents who are disabled and do not have other household members who can pull their cart to and from the curb.
- Temporary back-door service may be authorized for residents who are experiencing a temporary health issue preventing them from carrying out their responsibilities.
- The Housing Authority will work closely with Waste Management to report those residents who have indicated they may qualify for permanent or temporary back-door service or the resident may call Waste Management directly. However, Waste Management, Inc. will make the final determination of who will receive this special service. The Housing Authority does not have the authority to make this determination.

**FRONT AND REAR PORCHES**

Porches should be well organized and neat. They should not have the appearance of trashy or unsightly.

- As a general rule of thumb, if a piece of furniture is designed to be “outside furniture”, it can be placed on the porch. However, if the furniture is obviously designed as an inside piece, then it should not go on the porch.
- No weight benches or other work out equipment shall be left on the porch.
- No tapes or adhesives shall be used on the brick or any exterior surfaces, handrails, windows or doors. Tapes will cause a sticky residue that leaves the surface dirty and is hard to remove.

**OUTDOOR PLAY EQUIPMENT**

While some outside play equipment may be authorized, others are not.

- A few examples of play equipment that are not authorized are wading pools, trampolines, horseshoe posts, swing sets and sandboxes. Each of these would cause damage to the property and pose certain health risks to our children and residents.
- Portable basketball goals should be placed on your sidewalk and should not be placed in a parking bay or on the grass. Do not use tires as a weight. They must be secured to prevent damage to any person or personal property.
- Prior to placing any play equipment on the premises, the resident must first notify the office and the Executive Director then must approve or disapprove on the basis of potential damage to the property and/or the safety of the resident population. Approval will be on a case-by-case basis and documentation of the approval or disapproval will be kept in the residents file.

## **SEWAGE LINES AND TOILETS**

- **Only flush “bodily fluids/waste” and tissue paper down the toilet.** Even if an item states on its packaging that it is “flushable”, please DO NOT flush it. Examples of non-dissolvable items that cannot and should not be flushed down the toilet(s) are the following:
  - a. Diapers
  - b. Baby Wipes
  - c. Sanitary Napkins/Pads/Tampons. This includes adult pads.
  - d. Condoms
  - e. Paper Towels
  - f. Paper of any kind other than toilet paper
  - g. Cotton Balls
  - h. Toys
  - i. Cooking Fats, Oils or Grease or any food item
  - j. Clorox Wipes, Swiffer Wipes, Mop Pads or any cleaning pads or cloths of any kind

**Failure to comply with this rule may result in maintenance charges as well as eviction for repeated or severe violations.**

## **SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS**

- Management will maintain an operational smoke and carbon monoxide detector in every apartment.
- It is against the law and a serious violation of the lease as well as a safety hazard to tamper with, remove, remove the battery, disarm or otherwise disturb any fire detector, smoke detector or carbon monoxide detector. Violation of this provision is punishable by law and may result in immediate eviction.

## **SMOKE FREE PROPERTY POLICY**

The Lavonia Housing Authority (LHA) is mindful of the health risks of smoking, including the hazards of inhalation of second-hand smoke by other residents, guests and LHA employees. LHA is also mindful of the risk of fire caused by negligent smoking and the increased maintenance costs incurred in offsetting the adverse impact of smoking occupants. This Policy addresses those concerns.

Public Housing Authorities across the nation have been strongly encouraged by the Department of Housing and Urban Development (HUD) to develop nonsmoking or limited smoking policies within the HUD approved guidelines. According to the American Lung Association, cigarette smoking is the number one cause of preventable disease in the U.S. The elderly and young populations, as well as people with chronic illnesses, are especially vulnerable to the adverse

effects of smoking. This concern was recently addressed by the Family Smoking Prevention and Tobacco Control Act of 2009, P.L.111-21.

Environmental Tobacco Smoke (ETS) can migrate between units in multifamily housing, causing respiratory illness, heart disease, cancer and other adverse health effects in neighboring families. By reducing the public health risks associated with tobacco use, this policy will serve to enhance the effectiveness and efforts to provide increased public health protection for residents of public housing and the staff who are employed therein. Smoking is also a dangerous source of fires and fire related deaths and injuries.

**“Smoking” is defined** as inhaling, exhaling, breathing, or carrying a fire lit cigar, cigarette, pipe or other tobacco product or similar fire lit product or any incense product in any manner or form. This definition also encompasses the term “vaping” or using a vaporizing e-cigarette of any kind or any brand name.

In issuing this Policy, LHA is not unaware of the challenges of smoking cessation. Accordingly, this Policy allows, within limitations, for the designation of exterior smoking areas. A list of resources to assist residents who wish to stop smoking may be obtained by request at the management office.

**Section 1. Central Offices, Maintenance Facilities and Non-Dwelling Buildings**

Smoking is prohibited in all indoor areas and within fifteen (15) feet from any entrance or window of the administrative office located at 13032 Jones Street and the storage facility located at 106 Milton St. Lavonia. Smoking is prohibited inside the fenced perimeter of the maintenance facility located at 63 McMurry Circle and prohibited within twenty five (25) feet from the exterior fence surrounding the maintenance facility.

**Section 2. Vehicles**

Smoking is prohibited inside and within ten (10) feet of all LHA owned vehicles.

**Section 3. Dwelling Rental Properties (Developments)**

- (a) Smoking is prohibited in all indoor areas of all apartments. The first offense will result in an official warning. The second offense will result in lease termination.
- (b) Absolutely no tenant or guest will be allowed to smoke inside or outside of the dwelling at any time whatsoever while on medical oxygen. This is a very serious and extremely dangerous fire and health hazard. The first offense will result in an official warning. The second offense will result in lease termination.
- (c) All extinguished smoking material shall be put in an ash tray or non-flammable container and discarded in a safe manner. No resident or guest is allowed to discard cigarette butts or other smoking debris or any discarded tobacco product in

the yard, on the porch, on the sidewalk, in the parking bays or any other location open to the general public. If LHA maintenance department picks up smoking debris in a tenants yard, the tenant will be issued a bill for cleaning services. Such bill or invoice will be in accordance with the LHA approved "Schedule of Charges to Tenants" posted in the lobby of the office located at 13032 Jones Street, Lavonia.

**Section 4. Authorized Tenant Smoking Areas**

The current authorized outside smoking area is as follows:

- (a) The front and rear porch of any dwelling unit, the front and rear yard and the parking bays are authorized locations to smoke, providing that the smoker does not smoke within ten (10) feet of the entrance or window of the neighboring apartment.

**PEST CONTROL AND EXTERMINATION**

The Lavonia Housing Authority will make efforts to provide a healthy and pest-free environment for its residents. The Authority will determine which, if any, pests infest its properties and will then provide the best possible treatment for the eradication of those pests.

The Housing Authority has adopted a **separate Bed Bug Policy** for cases of bed bug infestation. Bed bug infestations call for specific and sometimes repeated treatments for eradication. Therefore, the preparation for treatments, instructions and guidelines for management and residents are specific and unique. For all bed bug issues, please refer to the Bed Bug Policy.

Resident cooperation with the extermination plan is essential. Residents will be given information about the extermination program at the time of move-in. Residents will be given instructions that describe how to prepare the unit for treatment. Where applicable, the instructions shall be bi-lingual to properly notify the resident population.

Procedures are as follows:

1. At the present time, the Lavonia Housing Authority chooses to contract with an outside pest control contractor for the control of cockroaches and termites. Special attention shall be paid to cockroaches which can cause a health hazard. Special attention will also be paid to termites which can cause structural damage if left untreated. Residents should purchase their own spray for silverfish, spiders, sugar ants and other pests that cause a minor inconvenience but not necessarily a health hazard. The contractor will agree to begin with an analysis of the current condition of each property. The Maintenance Manager shall make sure that an adequate schedule for the treatment is developed to address any existing infestation. The schedule will include frequency and locations of treatment. Different schedules may be required for each property.
2. Residents will be instructed upon residency to notify the Office Manager immediately by telephone, fax, email or in person, should they see evidence of pests

in their dwelling unit. Their name and address will be placed on a list to be maintained at the main office until the day of treatment.

3. The contractor will agree to treat the units of those residents whose names appear on the list on a quarterly basis. The administration office, maintenance facility and community building will also be treated on every quarterly basis.
4. The contractor and a LHA maintenance employee will visit each of the apartments on the current list and treat for pests. The contractor will apply appropriate treatment as needed. In emergency situations, the contractor may be required to make a separate scheduled visit other than the regular schedule for treatment of those emergencies. These “other than regular” scheduled treatments should be reported to the Executive Director prior to treatment.
5. Each resident will have signed upon initial residency a form authorizing entrance into their apartment for the purpose of pest control. A copy of that signed form will be kept in the residents’ personal file.

Residents should not pour cooking oil or grease, table scraps or any other debris on the ground outside of the dwelling unit as this practice will attract stray animals, cockroaches and other pests as well as causing physical damage to the property.

### **BED BUG POLICY**

Bed bugs are a growing national problem, and as a result, this policy has been created for the protection of Lavonia Housing Authority (LHA) residents and their guests. The purpose of this policy is to set forth the roles and responsibilities of all parties (LHA and Resident) in minimizing the potential for bed bugs. The policy will also provide guidance in cases where bed bugs are present in order to eliminate them as quickly as possible.

Bed bugs are difficult to contain without the proper treatment. Therefore it is imperative that all parties work simultaneously toward a common goal, extermination and elimination. Left untreated, bed bugs can spread throughout a residence affecting current and future residents as well as neighbors on all sides of the infested unit.

### **MANAGEMENT ROLES AND RESPONSIBILITIES WHEN BED BUGS ARE PRESENT**

Upon notification from the tenant, LHA, within 24 hours, will contact the tenant, provide the tenant with information about the control and prevention of bed bugs and discuss measures the tenant may be able to take in the unit before the inspection is performed.

LHA, within 3 business days of a tenant complaint if possible, should perform an initial inspection of the resident’s dwelling using the “Maintenance Tracking Sheet”. If it is determined that bed bugs are present, LHA will provide the resident with the “LHA Resident

Roles and Responsibilities” document. This document will be explained to the resident to ensure understanding and compliance prior to treatment. In addition, LHA will secure the resident’s signature indicating understanding of the document. Upon successful completion by the resident of their roles and responsibilities, LHA will professionally treat the residence and perform follow-up to ensure treatment was successful.

In order to educate residents and minimize potential for the presence of bed bugs, LHA has created a “Prevention Tips” document.

**RESIDENT ROLES AND RESPONSIBILITIES WHEN BED BUGS ARE PRESENT**

HUD regulations require the resident’s cooperation in order to successfully eliminate the presence of bed bugs. Therefore, it is the resident’s responsibility to report the suspicion or presence of bed bugs as soon as the presence of bed bugs is suspected. This will allow LHA to address the potential infestation at its onset and before it affects other residents. In addition, the resident must be onsite when the initial inspection is conducted. If it is determined by LHA that bed bugs are present, the resident must complete all items listed on the “LHA & Resident Roles and Responsibilities” prior to treatment and as soon as possible. This will help to minimize the severity of bed bug presence and resolve the problem quickly. A resident may be deemed in violation of, but not limited to, sections 7(e), 7(f), 7(g), 7(j),7(l), 7(t), 8(a-1), 8(a-3), 10(f)(3)(General, Kitchen, Bathroom, Storage Areas, Housekeeping Standards), of their lease agreement if they fail to fully cooperate and comply with their roles and responsibilities.

**Bed Bug Policy Attachments**

- Relocation Task List
- Exterminator Selection Tips
- LHA & Resident Roles and Responsibilities
- Prevention Tips

**BED BUG MANAGEMENT PLAN AND RELOCATION TASK LIST**

Bed bugs are difficult to contain without the proper treatment. Therefore if a resident relocates and the proper treatment has not taken place, the bed bugs will move with the resident as bed bugs can be carried in furniture, bedding, clothing, etc. If it has been determined that you must relocate to a new unit, certain steps must be followed to ensure that bed bugs are not transferred to the new residence. To prevent further infestation, the Relocation Task List below MUST be completed in preparation for relocation.

**RELOCATION TASK LIST *(initial each item)***

\_\_\_\_\_ Remove all sheets, blankets, mattress covers, pillowcases, etc. from beds and wash in hot water (120+ degrees recommended) and dry in clothes dryer on the highest heat setting for at least 30 minutes. Fold them and place them in plastic garbage bags, seal bags tightly. Do not put them back on the bed until move is complete.

\_\_\_\_\_ Wash all clothing, toys, towels, and other linens in hot water (120+ degrees



recommended) and dry in clothes dryer on the highest heat setting for at least 30 minutes. Place clean items inside airtight plastic storage bins or plastic garbage bags that are sealed tightly and store until relocated.

\_\_\_\_\_ Vacuum (using disposable vacuum cleaner bags) all furniture, dresser drawers, night stand drawers, mattresses, and box springs. Place disposable vacuum cleaner bag inside plastic garbage bag, seal plastic garbage bag tightly, and discard in outdoor trash receptacle immediately.

\_\_\_\_\_ Place special bed bug mattress and box spring encasement covers around all mattresses and box springs. Bed bug mattress and box spring encasements are effective when combined with treatment and **must remain on all mattresses and box springs for at least one year**. Bed bug encasements are available at most major retail stores and most any pest control company. LHA will provide encasements upon request.

\_\_\_\_\_ Discard or have all infested furniture professionally treated by a licensed exterminator. If resident chooses to keep furniture, proof of treatment must be provided to LHA prior to relocation. LHA **will not** relocate resident to a new unit with infested furniture.

#### **BED BUG MANAGEMENT PLAN AND EXTERMINATOR SELECTION TIPS**

The information listed below is from the New York Times article “Sleeping with the Enemy (Bed Bugs)”. Please note that the information listed is provided as a reference only. If the presence of bed bugs is suspected, immediate action should be taken.

- Most successful treatment efforts include a combination of removing clutter, thorough cleaning and sorting, along with repeated professional bed bug treatment applications.
- Many pest control companies will perform a visual inspection at no charge.
- According to the article, consumers should be wary of pest control companies that emphasize their bed bug expertise.
- Find an established pest control company that has been in business at least five years.
- The article states that exterminators may charge \$250 to \$900 (prices vary upwards of \$1000 per unit) a room to eradicate bed bugs, depending on the level of infestation and the types of treatments used. Prices in our local area may vary.
- Be sure the exterminator makes a least one follow-up visit. According to the article it’s near impossible to kill all bed bugs in a given area with one treatment.
- Ask if follow-up treatments are included in the price quoted.
- Check to see that the company and technician being considered are licensed in the state.
- Check the Better Business Bureau for any complaints filed against the exterminators being considering.

## **LHA & RESIDENT ROLES AND RESPONSIBILITIES ONCE BED BUGS ARE FOUND PRESENT IN THE UNIT**

It has been determined, based on the inspection of your residence that bed bugs are present and professional treatment is required. Bed bugs are a problem that can only be solved when both parties (LHA and resident) work simultaneously toward a common goal, extermination and elimination. HUD regulations require the resident's cooperation in order to successfully eliminate the presence of bed bugs. Without proper treatment, bed bugs are difficult to contain and have the potential to infest neighboring housing units. In addition, if a resident relocates and the proper treatment has not taken place, the bed bugs will move with the resident as bed bugs can be carried in furniture, bedding, clothing, etc. LHA will not be responsible for the reimbursement and/or replacement of any resident furniture, clothing, household items, or medical expenses.

The following plan outlines the roles and responsibilities of LHA and the resident in the treatment of bed bugs:

### **LHA RESPONSIBILITIES WHEN BED BUGS ARE PRESENT**

- WITHIN 24 WORKING HOURS OF THE TENANT REPORT, THE LHA SHOULD MAKE CONTACT WITH THE TENANT, PROVIDE THE TENANT WITH INFORMATION ABOUT CONTROL AND PREVENTION OF BED BUGS AND DISCUSS MEASURES THE TENANT MAY BE ABLE TO TAKE IN THE UNIT BEFORE THE INSPECTION IS PERFORMED.
- LHA WILL INSPECT RESIDENCE FOR INFESTATION WITHIN 3 BUSINESS DAYS OF THE TENANT COMPLAINT IF POSSIBLE.
- SCHEDULE TREATMENT DATE AS SOON AS POSSIBLE ACCORDING TO THE MANAGEMENT PLAN (SUBJECT TO RESIDENT READINESS).
- Scheduled treatment date \_\_\_\_\_.
- Provide at initial inspection special bed bug mattress and box spring encasements for use on all mattresses and box springs. Resident may provide their own mattress and box spring encasements; however the LHA must approve the encasements purchased or provided by residents.
- Provide an adequate number of large trash bags at no charge to the resident for the storage of clothing, towels, toys, other linens, etc. prior to and during treatment.
- Treat residence including furniture.
  - If infested furniture does not respond to treatment, LHA reserves the right to refuse placing furniture inside the unit. LHA will dispose of furniture at resident's request OR resident can have furniture professionally re-treated at resident's expense. Proof of re-treatment **MUST** be provided to LHA within 48 hours of determination that initial treatment was unsuccessful. If the re-treatment of furniture is deemed unsuccessful, resident may be required to remove the infested furniture from the premises.
- Perform follow-up with resident within 10 days of treatment to ensure treatment was effective.

- Perform additional treatments as necessary.

### **RESIDENT RESPONSIBILITIES WHEN BED BUGS ARE PRESENT**

- Resident must be onsite at the scheduled time when the initial inspection is conducted.
- For treatment to be effective, resident must perform the tasks listed below prior to the scheduled treatment date. LHA encourages resident to complete items listed as soon as possible in order to minimize severity of bed bug presence and resolve the problem quickly (***check each below item once completed***).
  - Remove all sheets, blankets, mattress covers, pillowcases, etc. from beds and wash in hot water (120+ degrees recommended) and dry in clothes dryer on the highest heat setting for at least 30 minutes. Fold them and place them in plastic garbage bags and seal the plastic bags tightly. Do not put them back on the bed until the evening after treatment.
  - Remove everything from bedroom closets and hall closets. All closets, dresser drawers, and night stand drawers **must be empty**. Remove all clothing, toys, boxes, etc. from bedroom floors.
  - Wash all clothing, towels, and other linens in hot water (120+ degrees recommended) and dry in the dryer on the highest heat setting for at least 30 minutes. Place clean items inside airtight plastic storage bins or plastic garbage bags that are sealed tightly and store after treatment.
  - Vacuum (using disposable vacuum cleaner bags) all furniture, dresser drawers, night stand drawers, mattresses, and box springs. Place disposable vacuum cleaner bag inside plastic garbage bag that is sealed tightly and discard in outdoor trash receptacle immediately.
  - Move all furniture to the center of the room(s) being treated.
  - Discard all cardboard hangers, boxes, etc.
  - Remove all pictures from walls.
  - Place all bed bug mattress encasements on all beds. The bed bug mattress encasement is an effective bed bug deterrent when combined with treatment and **must remain on the mattress for at least one year**. If the mattress or box spring encasement cover becomes torn or damaged, it is the resident's responsibility to replace the cover.
  - Discarded mattresses, box springs, furniture, etc. must not be placed in dumpsters; they must be removed from the premises.
  - Residents should remain out of the residence for four hours after treatment (includes all household members and pets).
- Furniture that does not respond to treatment must be disposed of or professionally treated. If resident chooses to dispose of furniture, LHA will remove furniture from the unit at resident's request. If resident chooses to dispose of furniture on their own it **MUST** be removed from the premises. If resident chooses not to dispose of infested furniture it **MUST** be re-treated within 48 hours by a license exterminator. If the furniture does not respond to treatment after the second professional treatment, the

furniture must be removed from the premises according to the management plan until it is deemed to be free of bed bugs.

- The tenant will not be reimbursed the cost of any additional expense to the household, such as purchase of new furniture, clothing or cleaning services, etc.

**FAILURE TO COMPLY: If treatment is scheduled and the exterminator determines that resident has not performed the above stated responsibilities, the following will occur:**

1. Treatment may be cancelled by the exterminator or LHA until which time the above conditions are met.
2. Resident's lease may be terminated at LHA's discretion.

#### **Bed Bug Management Plan Prevention Tips**

- Wash all bedding (everything down to the mattress) regularly, at least weekly, in hot water. The water should be at least 120 degrees.
- Use bed bug encasements on all mattresses and box springs.
- Check your own bed for bed bugs from time to time. Catching them early will make bed bug treatment easier if bed bugs do occur.
- Vacuum floors regularly. Use the brush tool of your vacuum to vacuum your mattress. Use the crevice tool to vacuum crevices in the mattress and your baseboards.
- Clean up clutter to reduce hiding spots.
- Caulk holes in floors and walls.
- When purchasing second hand clothing, place all garments in a sealed bag until they can be washed and place in a dryer on high heat for 15 to 30 minutes. Wash all clothing, garments or any washable cloth item BEFORE you bring it into your house.
- If you purchase used furniture, examine it for bed bugs. Pay special attention to used mattresses and bed frames. Avoid and refuse any questionable item suspected of having bed bugs.
- When traveling, check your room for signs of bed bugs such as bloodstains on the pillows or linens. Inspect mattress seams, look behind headboards and pictures. If you suspect you may have brought bed bugs home, place infected items in the dryer or freezer.
- After you return from a trip, check your luggage for insects that might have hitched a ride. Hotels across the nation are reporting an alarming increase in bed bug infestations.

**Bed bug infestations can cause health concerns, including physical discomfort and may contribute to stress and anxiety on the part of the residents. Tenants are the first line of defense against bed bug infestations and should be encouraged to create living environments that deter bed bugs. This includes reducing unreasonable amounts of clutter that create hiding places for bed bugs, and regular checking of beds and laundering of linens.**

**Tenants should be advised of the following:**

- A PHA may not deny tenancy to a potential resident on the basis of the tenant having experienced a prior bed bug infestation, nor may an owner give residential preference to any tenant based on a response to a question regarding prior exposure to bed bugs.
- A tenant reporting bed bugs may expect expeditious response and attention by the PHA, but should be advised that inspection and, if necessary, treatment of bed bugs may take time to schedule. The inspections should occur within three calendar days of the tenant report when possible.
- Following a report of bed bugs, the PHA or a qualified third party trained in bed bug detection should inspect the dwelling unit to determine if bed bugs are present. It is critical that inspections be conducted by trained staff or third party professionals. The PHA may enter the unit to perform these activities in accordance with the lease.
- If a bed bug infestation is found in the unit, the tenant may expect treatment to begin within five days of the inspection, though depending on the form of treatment, this may not be possible. Tenants should be advised that treatment may take several weeks.
- Tenants are expected to cooperate with the treatment efforts by allowing for heat treatment of clothing and furniture and refraining from placement of infested furniture or other items in common areas such as hallways. Tenant cooperation is shown to expedite the control of bed bugs and to prevent spreading of infestations.
- Management may make staff available to help with moving and cleaning of furniture to accomplish the treatment effort.
- The tenant will not be expected to contribute to the cost of the treatment effort.
- The tenant will not be reimbursed the cost of any additional expense to the household, such as purchase of new furniture, clothing or cleaning services, etc.

#### **PHONE AND CABLE JACKS**

- No additional phone or cable jacks are to be installed in the apartment. Radio or Television antennas shall not be installed on the roof or exterior of the buildings.

#### **SATELLITE DISH/OVER-THE-AIR RECEPTION DEVICES**

- No dish style reception device shall be installed without prior approval from the office. Please refer to the OTARD (Over The Air Reception Device) Policy below:

#### **Over-the-Air Reception Devices Policy**

##### **aka: Satellite Dish Requirements**

The following Policy has been developed to guide and enforce the installation, ownership and removal of satellite dishes and other over-the-air reception devices, furthermore known as OTARD, used for the reception of television and/or radio signals by residents of Lavonia Housing Authority (LHA). This Policy is also a guide to enforce the protection of property

owned and operated by the Lavonia Housing Authority as a result of the installation, use and removal of the OTARD.

**Section: 1: Prior to Installation:**

- A. All requests to install an OTARD must be made prior to any installation by completing an application at the central office located at 13032 Jones Street, Lavonia. All requests must receive the approval of the Executive Director or Director of Maintenance prior to installation.
- B. The application will require the authorized installing company's name, address and business phone number and the cell phone number of the installer. The installer must be a certified professional service installer for that particular OTARD. Installation shall not begin until written approval by the Executive Director or Director of Maintenance is given.
- C. Upon receiving prior approval, a LHA representative and the installer will meet at the subject property to decide where a desirable signal for optimum reception may be located and where the equipment will be installed or mounted.

**Section 2 Installation:**

- A. An OTARD or dish shall not be authorized to be placed at the front of a building or a location facing a main street or a location that would negatively affect the curb appeal of the property. If at all possible, equipment mounting shall be placed toward the end of the building where the existing cable access box is located. Drilled holes into the side of a building are not allowed. A suitable site shall be agreed upon by the LHA and the professional installer prior to any installation.
- B. If a pole mount is the desired installation method, the type pole and location shall be approved by the LHA prior to any installation. No pole shall be installed farther than ten (10) yards from the subject building in order to avoid encroachment into a common area or another residents "exclusive use" area unless approved by the office.
- C. An OTARD or dish can only be installed at a location where the resident has "exclusive use" and does not interfere with another resident's right to their own exclusive use area. Balconies or patios that are shared with neighboring residents or are accessible from other units are not considered to be "exclusive use" areas. Mounting brackets that reach outside the "exclusive use" area are prohibited. Such installations would encroach into the common areas or the exclusive use area of another resident. A mounting bracket located on the building's exterior or fascia is prohibited as it would not be within the residents "exclusive use" area.
- D. An OTARD or dish must be one meter (39.37") or less in diameter. All cable wiring shall be securely attached from the dish, down the pole or other approved mounting device and to the building entrance. All cable running across the ground must be buried a minimum of six (6) inches underground. All cable running from the ground surface to the entrance connection box must be inside existing or new metal conduit.
- E. All wiring and cable required for proper installation and operation will have to follow the existing cable route currently made available within the dwelling unit. Should connection be appropriate with the existing wiring furnished by the LHA for regular

cable vision, connection may be made at this point. No additional holes or hook ups will be allowed unless properly installed and prior approval by the Executive Director or Director of Maintenance is given.

- F. OTARD, dish or cable wires shall not be ran atop of the ground, attached to any existing exterior wall, building, roof structure, eave, fascia or any other fashion other than what is described herein.
- G. Any damage to existing underground or above ground utilities, sidewalks, buildings, grounds, common areas or other property owned and operated by LHA as a result of improper installation or removal of the OTARD or its components, will be repaired to the original condition at the expense of the resident.

### **Section 3 Removal of Equipment:**

- A. The OTARD or dish shall be removed upon the resident vacating the dwelling unit and the area shall be returned to its original condition. The removal must be done by the LHA maintenance department. Any charges or fees that are required to return the area back to its original condition prior to the installation will be charged to the resident.
- B. The LHA is not responsible for any charges that the OTARD or dish provider may charge the resident for the cost of the service contract, equipment and/or installation or damages to any part therein.

### **Section 4 Safety Restrictions:**

For the purpose of the safety and protection of residents and LHA property, the following safety restrictions will apply:

- A. The OTARD or dish installation shall not be allowed if the installation fails to meet minimum safety standards set forth by the LHA or State or Local codes.
- B. The OTARD or dish installation shall not be allowed on any handrail.
- C. Wires or cables shall not be strung overhead or lying on top of the ground as to create a tripping and safety hazard.
- D. The OTARD or dish shall not be installed on any window or door frame as to interfere with a fire escape route.
- E. The OTARD or dish shall not be installed within ten (10) yards of a power pole or guideline as to interfere with the power company's ability to maintain their equipment in a safe manner.
- F. The OTARD or dish shall not be installed outside the boundaries of this policy. Should the OTARD or dish require to be installed on a mast that extends more than twelve (12) feet above the roofline, a separate safety permit will be required. No OTARD or dish shall be installed if, in the opinion of the LHA, the installation method is unsafe or a danger to neighboring residents or if the installation requires the use of guide-wires attached to the ground or other structures as necessary to maintain stability. Such guide-wires could be considered a tripping hazard and unstable installations could fall and harm persons or property.

## **PET POLICY AND PET CARE**

- All residents who have a pet shall be responsible for adequate care, nutrition, exercise, and medical attention for his/her pet. Pet owners must recognize that other residents may have chemical sensitivities or allergies related to pets, or may be easily frightened or disoriented by animals. Residents must agree to exercise courtesy with respect to other residents and guests of other residents.
- Pets are allowed when in compliance with our established Pet Policy below:

### **DEFINITION OF AUTHORIZED PETS**

For purposes of this Policy, a common household pet is defined as a domesticated dog, cat, bird or fish. The weight of the pet at its adult size may not exceed twenty (20) pounds. Multiple birds in a cage or multiple fish in an aquarium will be considered as one pet for purposes of determining deposit and registration. Only one bird cage or one aquarium not to exceed 20 gallons will be authorized.

### **REGISTRATION OF PET**

Prior to bringing any pet onto the premises governed by the Lavonia Housing Authority, the resident **must** register the pet with the Lavonia Housing Authority and pay applicable pet deposit(s). The resident must update the registration at least annually to coincide with the annual reexamination of the resident income. The application for registration of the pet includes:

- A. If dog or cat, a certificate signed by a licensed veterinarian or State or local authority empowered to inoculate animals (or a designated agent of such authority) stating the pet has received all inoculations required by State and local law and that the pet has been spayed or neutered.
- B. A completed pet information form that is sufficient to identify the pet and to demonstrate that it is a common household pet as defined in this policy.
- C. The name, address, and phone number of two responsible parties who agree to care for the pet if the resident dies, is incapacitated, or is otherwise unable to care for the pet.
- D. Payment of the applicable pet deposit as defined in Section 4 below.
- E. A signed statement indicating that the resident has read the pet rules and agrees to comply with them.
- F. If dog or cat, display a rabies tag and/or have necessary documentation upon request.

### **PET DEPOSIT**

Residents who own or keep a pet in their unit must pay a refundable pet deposit. The pet deposit fee shall be \$50 and must be paid upfront. This deposit is in addition to any other financial obligation generally imposed on residents of the development. The Lavonia Housing Authority reserves the right to change the required deposit by amendment to this policy.



The Lavonia Housing Authority will use the pet deposit only to pay reasonable expenses directly attributed to the presence of the pet in the development, including but not limited to the cost of repairs and replacements and fumigation of the resident's dwelling unit or the removal of pet dander or hair. If the resident is in occupancy when such costs occur, the resident shall be billed for the repairs as a current charge. When the resident moves from the development, the Lavonia Housing Authority shall refund the unused portion of the pet deposit to the resident within a reasonable time. When the resident remains in the unit but no longer owns or keeps a pet in the dwelling unit, the Lavonia Housing Authority shall credit the unused portion of the pet deposit to the resident's account.

#### **GENERAL RULES FOR PET OWNERSHIP**

1. The Lavonia Housing Authority will allow only domesticated dogs, cats, birds or fish. All dogs and cats must be spayed or neutered.
2. Only one (1) pet per unit will be allowed.
3. Any animal deemed to be potentially harmful to the health or safety of others, including attack or fight trained dogs, will not be allowed. Specific breeds not authorized include, but are not limited to, Pitt Bull, Rottweiler, Chow or Boxer breeds.
4. When taken outside the resident's unit, dogs and cats must be on a leash or carried and controlled by a responsible adult at all times.
5. All pets must be wearing the appropriate tag(s) at all times. The information on the tag shall include the name of the pet and the resident's name, address, and phone number.
6. Birds must be confined to a cage at all times.
7. Residents shall not permit their pet to disturb, interfere or diminish the peaceful enjoyment of other residents. The terms "disturb, interfere and diminish" shall include but not be limited to barking, howling, chirping, biting, scratching, and other like activities.
8. Residents must provide litter boxes for cat waste, which must be kept inside the dwelling unit. Residents shall not permit refuse from litter boxes to accumulate or become unsightly or unsanitary. Litter boxes must be changed at least once each week.
9. Residents are solely responsible for cleaning up pet droppings outside the unit and on facility grounds. Pet waste must be disposed of in sealed plastic trash bags and placed in the trash canister provided by the Lavonia Housing Authority. Residents are specifically prohibited from allowing pets to deposit waste in other resident's yards or common areas without being properly disposed of.
10. Residents shall take adequate precautions and measures necessary to eliminate pet odors within or around the unit and shall maintain the unit in a sanitary condition at all times.
11. Resident shall not alter their unit, patio, or unit area in order to create an enclosure or pen for any pet. Residents shall not chain, tie with a rope or affix in any way any pet to any man made fixture, tree or shrubbery outside the dwelling unit.
12. Residents are prohibited from feeding or harboring stray animals. The feeding of

stray animals shall constitute having a pet without the written permission of the Lavonia Housing Authority.

13. If a pet is left unattended for a period of twenty-four (24) hours or more, the Lavonia Housing Authority may enter the dwelling unit, remove the pet and transfer it to the proper authorities or responsible parties. The Lavonia Housing Authority assumes no responsibility for the animal(s) under such circumstances.
14. Pets are not allowed in common areas including hallways, lobby areas, and social rooms except those common areas which are entrances to or exits from the building. Under no circumstances are pets to be brought into the management office (with the exception of animals necessary to assist handicapped/disabled individuals as defined in 24 CFR 942.2).
15. The head of household or designated family member must be present during annual inspections of the unit.
16. Pets that meet the size and type criteria outlined in this policy may visit the developments/buildings where pets are allowed for up to two weeks with prior approval from management. Residents who have visiting pets must abide by the conditions of this policy regarding health, sanitation, nuisances, and peaceful enjoyment of others. If visiting pets violate this policy or cause the Resident to violate the lease, the Resident will be required to remove the visiting pet.

#### **REFUSAL TO REGISTER PET**

The Lavonia Housing Authority may refuse to register a pet based on the determination that the head of household is financially unable to care for the pet. If the Lavonia Housing Authority refuses to register a pet, a written notification will be sent to the head of household stating the reason for denial and shall be served in accordance with HUD notice requirements. If management disallows a certain pet, the resident has the right to file an appeal under the housing authority's approved Grievance Procedures.

#### **The Lavonia Housing Authority has a right to refuse to register a pet**

- a) If the pet is not a *common household pet* as defined in this policy.
- b) If keeping the pet would violate any applicable House Pet Rule.
- c) If the resident fails to provide complete registration information in accordance with this policy or fails to annually update the pet registration, or,
- d) If the Lavonia Housing Authority reasonably determined, based on the resident's habits and practices, that the resident will be unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament may be considered as a factor in determining the prospective resident's ability to comply with the pet rules and other lease obligations.

The notice of refusal may be combined with a notice of pet violation.

### **VIOLATIONS OF THE PET POLICY**

Any violation of the general rules of this pet policy shall constitute grounds for removal of the pet from the resident's unit or termination of the resident's tenancy, or both, in accordance with the lease.

A separate pet waste removal charge of \$10 per occurrence will be assessed against pet owners who fail to remove pet waste in accordance with this policy.

Any damage to the dwelling unit or grounds thereabout that is caused by the possession of any pet by a resident or guest of a resident will be immediately repaired and the cost of such repairs will be billed to the resident. Repeated violations of this kind will be considered serious violations of the terms and conditions of the lease agreement.

The Lavonia Housing Authority Grievance Procedures shall be applicable to all individual grievances of disputes arising out of violations or alleged violations of this policy.

### **EXCLUSIONS TO THE PET POLICY**

- (4350.3 REV-1, pg. 6-23) The Lavonia Housing Authority must not apply house pet rules to assistance animals and their owners. However, this prohibition does not preclude the Authority from enforcing state and local health and safety laws, if they apply, nor does it preclude the Authority from requiring that the tenant with a disability who uses an assistance animal be responsible for the care and maintenance of the animal, including the proper disposal of assistance animal's waste.
- It is reasonable to ask that the assistance animal not be allowed to run free throughout the neighborhood and should always be on a leash with the owner or responsible adult when outside the apartment.
- A reasonable accommodation form must be completed and the service animal must be registered with the office prior to moving the service animal into the dwelling unit.

**To be excluded from the Pet Policy, the head of household must certify the following:**

- a) That the animal has been trained to assist with a specified disability, and
- b) That the animal actually assists the person with the disability.

### **CONFLICTS WITH STATE OR LOCAL LAW OR REGULATIONS REGARDING THE PET POLICY**

If there is any applicable State or local law or regulation that conflicts with any portion of the above pet policy, the State or local law or regulation shall prevail.

## **FLOORING**

- Flooring is made of VCT tile. Regular sweeping, cleaning and mopping is the resident's responsibility. Do not leave tile wet as it will weaken and detach the glue from the floor and cause the tile to loosen and come up.
- Spills and stains should be cleaned immediately to prevent permanent damage.
- Always use floor pads under bed rails and other furnishings that may have the potential to damage the floor tiles.
- Any floor damage will be noted on the move-in inspection form and any future damage could be charged to the resident, up to and including flooring replacement if necessary.

## **APARTMENT ALTERATIONS**

- No alterations to the apartment are to be made without the written permission of management.
- DO NOT PAINT or repair any walls of the apartment.
- Residents are permitted to hang pictures, however, no large nails, screws or adhesive hangers except standard picture hooks are allowed.
- The Housing Authority provides shade brackets and curtain rods on all windows. If residents wish to hang blinds; they must call management for instructions. The Housing Authority does not provide blinds or ceiling fans, however, residents may purchase blinds and ceiling fans, and then maintenance will hang them free of charge. However, any personal property affixed to the apartment will then be part of the real property and responsibility of management and subject to removal if they do not work properly. These items shall not be installed by nor removed by the resident as this may pose a safety hazard and health risk.
- Nothing shall be affixed to or placed upon the exterior walls, entrance doors, storm doors, handrails or windows. This includes but not limited to, decoration, signs, flags, awnings, canopies, radio/television antennas or dishes. A decorative wreath on the door may be hung with a proper wreath hanger only.
- Absolutely, no duct tape or other tapes are allowed anywhere.
- All graffiti will be removed at the resident's expense.

## **YARD SALES**

- Yard sales are NOT permitted on the premises unless the City issues a permit. Once the yard sale is completed, the grounds must be cleaned and free of trash or debris. No vehicles shall be parked on grass or grounds at any time.

## **CHILD SUPERVISION AGREEMENT**

- It is management's goal to maintain a positive living environment for each and every resident. In order to promote such an environment;
  - a. Management requires that all parents or guardians be responsible for their child(ren) at all times.
  - b. All children twelve (12) years of age or younger must be supervised by a responsible individual (18 years of age or older) or an institution when the child(ren) are not being supervised by the legal guardian. In all instances, management reserves the right to determine what constitutes responsible adult supervision. Repeated violations of the child supervision agreement may result in termination of tenancy.

## **RESIDENT PROCEDURAL RIGHTS**

- Termination of Tenancy and Assistance procedures for RAD properties require that owners provide adequate written notice of termination of the lease which shall not be less than:
  - A. A reasonable period of time not to exceed 30 days;
    - If health or safety of other tenants, owner employees, or residents in the immediate vicinity of the premises is threatened; or
    - In the event of any drug-related or violent criminal activity or any felony conviction; or
  - B. 14 days in the case of nonpayment of rent.
- *Termination of Assistance* in all other cases, the requirements at 24 CFR 247.4, the Multifamily HUD Model Lease, and other HUD multifamily administrative guidance shall apply.

## **GRIEVANCE PROCEDURES**

In addition to program rules that require that residents are given notice of covered actions under 24 CFR Part 245 (including increases in rent, conversions of a project from project-paid utilities to tenant-paid utilities, or a reduction in tenant paid utility allowances, etc), the following procedural rights will apply with the requirements of section 6 of the Act. RAD properties require that:

- Residents be provided with notice of the specific grounds of the proposed owner adverse action, as well as, their right to an informal hearing with the owner;
- Residents will have an opportunity for an informal hearing with an impartial member of the owner's staff within a reasonable period of time;
- Residents will have the opportunity to be represented by another person of their choice, to ask questions of witnesses, have others make statements at the hearing, and to

examine any regulations and any evidence relied upon by the owner as the basis for the adverse action. With a reasonable notice to the owner, prior to the hearing and at the residents own cost, the resident may copy any document or records related to the proposed adverse action; and

- The owner must provide the resident with a written decision within a reasonable period of time stating the grounds for the adverse action, and the evidence the owner relied upon as the basis for the adverse action.
- The owner will be bound by decisions from those hearings, except if (1) the hearing concerns a matter that exceeds the authority of the impartial party conducting the hearing, or (2) the decision is contrary to HUD regulations or requirements, or otherwise contrary to federal, state, or local law.
- If the owner determines that it is not bound by a hearing decision, the owner must promptly notify the resident of this determination, and the reasons for the determination.

## **1 RIGHT TO A HEARING**

Upon the filing of a written request as provided in these procedures, a resident shall be entitled to a hearing before a Hearing Officer.

## **2 DEFINITIONS**

For the purpose of this Grievance Procedure, the following definitions are applicable:

- A. **"Grievance"** shall mean any dispute which a resident may have with respect to the Lavonia Housing Authority's alleged action or alleged failure to act in accordance with the individual resident's lease or Authority regulations which adversely affect the individual resident's rights, duties, welfare or status. Grievance does not include any dispute a resident may have with the Authority concerning a termination of tenancy or eviction that involves any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees of the Authority; or any violent or drug-related criminal activity on or off such premises. Nor shall this process apply to disputes between residents not involving the Lavonia Housing Authority or to class grievances.
- B. **"Complainant"** shall mean any resident whose grievance is presented to the Lavonia Housing Authority or at the development management office in accordance with sections 3 and 4 of this procedure.
- C. **"Elements of Due Process"** shall mean an eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:

1. Adequate notice to the resident of the grounds for terminating the tenancy and for eviction;
  2. Right of the resident to be represented by counsel;
  3. Opportunity for the resident to refute the evidence presented by the Authority including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the resident may have; and
  4. A decision on the merits.
- D. **"Hearing Officer"** shall mean a person selected in accordance with section 4 of these procedures to hear grievances and render a decision with respect thereto.
- E. **"Resident"** shall mean the adult person (or persons) other than a live-in aide:
1. Who resides in the unit and who executed the lease with the Lavonia Housing Authority as lessee of the premises, or, if no such person now resides in the premises,
  2. Who resides in the unit and who is the remaining head of household of the resident family residing in the unit.
- F. **"Resident Organization"** shall mean the LHA Resident Advisory Board or any such recognized membership.
- G. **"Promptly"** (as used in section 3, and 4 (D)), shall mean within the time period indicated in a notice from Lavonia Housing Authority of a proposed action which would provide the basis for a grievance if the resident has received a notice of a proposed action from the agency.

### **3 PROCEDURES PRIOR TO A HEARING**

Any grievance shall be promptly and personally presented, either orally or in writing, to the Lavonia Housing Authority office so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within 5 calendar days and one copy shall be given to the resident and one retained in the Authority's resident file. The summary shall specify the names of the participants, dates of the meeting, the nature of the proposed disposition of the complaint and the specific reasons therefor, and shall specify the procedures by which a hearing under these procedures may be obtained if the resident is not satisfied.

#### **4 REQUEST FOR HEARING**

The resident shall submit a written request for a hearing to the Authority or the development office within five (5) business days from the date of the mailing of the summary of the discussion pursuant to section 3. The written request shall specify

- A. The reasons for the grievance; and
- B. The action or relief sought.

#### **4.1 SELECTION OF A HEARING OFFICER**

A grievance hearing shall be conducted by an impartial person appointed by the Lavonia Housing Authority other than a person who made or approved the action under review or a subordinate of such person.

The Lavonia Housing Authority shall submit a list of prospective hearing officers. From this list, a hearing officer shall be selected. The final decision and selection of the hearing officer will be made by the Executive Director. If no one on the list is currently available, the Executive Director shall and if possible, with the input interested parties, appoint a hearing officer outside the list.

#### **4.2 FAILURE TO REQUEST A HEARING**

If the resident does not request a hearing in accordance with this section, then the Lavonia Housing Authority's disposition of the grievance under section 3 shall become final. However, failure to request a hearing does not constitute a waiver by the resident of the right thereafter to contest the Lavonia Housing Authority's action in disposing of the complaint in an appropriate judicial proceeding.

#### **4.3 HEARING PREREQUISITE**

All grievances shall be promptly presented in person, in writing, pursuant to the informal procedure prescribed in section 3 as a condition precedent to a hearing under this Section. However, if the resident can show good cause why there was failure to proceed in accordance with section 3 to the Hearing Officer, the provisions of this subsection may be waived by the Hearing Officer.

#### **4.4 ESCROW DEPOSIT**

Before a hearing is scheduled in any grievance involving the amount of rent as defined in the lease which the Lavonia Housing Authority claims is due, the resident shall pay to the Lavonia Housing Authority an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The resident shall thereafter deposit monthly the same amount of the monthly rent in an escrow account held by the Lavonia Housing Authority until the



complaint is resolved by decision of the Hearing Officer. Amounts deposited into the escrow account shall not be considered as acceptance of money for rent during the period in which the grievance is pending. In extenuating circumstances, the Lavonia Housing Authority may waive these requirements. Unless so waived, the **failure to make such payments shall result in a termination of the grievance procedure.** However, failure to make payment shall not constitute a waiver of any right the resident may have to contest the Lavonia Housing Authority's disposition of his grievance in any appropriate judicial proceeding.

If a grievance concerns the denial of a financial hardship exemption from the minimum rent requirement or the effect of welfare benefit reductions in the calculation of family income, the requirement for an escrow deposit is waived.

#### **4.5 SCHEDULING OF HEARING**

Upon the resident's compliance with this section, the Hearing Officer shall promptly schedule a hearing for a time and place reasonably convenient to both the resident and the Lavonia Housing Authority. A written notification specifying the time, place and the procedures governing the hearing shall be delivered to the resident and the LHA Executive Director.

#### **5.0 PROCEDURES GOVERNING THE HEARING**

The resident shall be afforded a fair hearing, which shall include:

- A. The opportunity to examine before the grievance hearing any Authority documents, including records and regulations that are directly relevant to the hearing. The resident shall be provided a copy of any such document at the resident's expense and according to the approved Schedule of Charges. If the Lavonia Housing Authority does not make the document available for examination upon request by the resident, the Lavonia Housing Authority may not rely on such document at the grievance hearing.
- B. The right to be represented by counsel or other person chosen as the resident's representative and to have such person make statements on the resident's behalf;
- C. The right to a private hearing unless the resident requests a public hearing;
- D. The right to present evidence and arguments in support of the resident's complaint, to controvert evidence relied on by the Authority or development management, and to confront and cross examine all witnesses upon whose testimony or information the Lavonia Housing Authority or development management relies; and

- E. A decision based solely and exclusively upon the facts presented at the hearing.

The Hearing Officer may render a decision without holding a hearing if the Hearing Officer determines that the issue has been previously decided at another hearing.

If either the resident or Authority fails to appear at a scheduled hearing, the Hearing Officer may postpone the hearing for up to five business days or determine that the missing party has waived their right to a hearing. Both the Lavonia Housing Authority and the resident shall be notified of the Hearing Officer's decision. This decision shall not waive a resident's right to contest the disposition of the grievance in an appropriate judicial proceeding.

The following accommodation will be made for persons with disabilities:

- A. The Lavonia Housing Authority shall provide reasonable accommodations for persons with disabilities to participate in the hearing. Reasonable accommodations may include qualified sign language interpreters, readers, accessible locations, or attendants.
- B. If the resident is visually impaired, any notice to the resident that is required by these procedures must be in an accessible format.

## **6 INFORMAL HEARING PROCEDURES FOR DENIAL OF ASSISTANCE ON THE BASIS OF INELIGIBLE IMMIGRATION STATUS**

The participant family may request that the Lavonia Housing Authority provide for an informal hearing after the family has notification of the INS decision on appeal, or in lieu of request of appeal to the INS. The participant family must make this request within 30 days of receipt of the *Notice of Denial or Termination of Assistance*, or within 30 days of receipt of the INS appeal decision.

## **7 DECISION OF THE HEARING OFFICER**

The Hearing Officer shall prepare a written decision, together with the reasons therefore, within 5 calendar days after the hearing. A copy of the decision shall be sent to the resident and the Lavonia Housing Authority. The Authority shall retain a copy of the decision in the resident's folder. A copy of such decision with all names and identifying references deleted shall also be maintained on file by the Lavonia Housing Authority and made available for inspection by a prospective complainant, his or her representative, or the Hearing Officer.

The decision of the Hearing Officer shall be binding on the Lavonia Housing Authority who shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Lavonia Housing Authority's Board of Commissioners determines

within reasonable time, and promptly notifies the complainant of its determination, that:

- A. The grievance does not concern Lavonia Housing Authority action or failure to act in accordance with or involving the resident's lease or Authority regulations, which adversely affect the resident's rights, duties, welfare or status;
- B. The decision of the Hearing Officer is contrary to applicable Federal, State, or local law, Authority regulations, or requirements of the Annual Contributions Contract between the Authority and the U.S. Department of Housing and Urban Development.

A decision by the Hearing Officer or Board of Commissioners in favor of the Lavonia Housing Authority or which denies the relief requested by the resident in whole or in part shall not constitute a waiver of, nor affect in any manner whatsoever, any rights the resident may have to a trial do novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

I have read, have had explained and understand, and furthermore received a copy of the HOUSE RULES and agree to abide by these polices and guidelines. I understand management reserves the right to make revisions to these HOUSE RULES at any time.

Lavonia Housing Authority  
 Cities of Lavonia, Carnesville and Canon

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RESIDENT

DATE