
MERCER COUNTY HOUSING AUTHORITY
House Rules – Revised JANUARY 1, 2016
Attachment 3 to HUD Model Lease

Welcome to our property! We are pleased that you have chosen to make this property your home. This property is managed by the Mercer County Housing Authority.

ADDRESS & PHONE & Email of PROPERTY MANAGER

EMERGENCY PHONE: _____

HOUSE RULES

This property was developed for the purpose of providing decent, safe, sanitary, and affordable housing. In exchange for rental payments, each resident is entitled to the exclusive use and enjoyment of an apartment, in a safe, peaceful and private environment.

House Rules are necessary to define acceptable activities and behavior. Rules are not meant to infringe on the rights of any one resident, but to protect the rights of all the residents, the property owners, management, grounds and building.

Households will be given a 30-day notice before changes to these House Rules take effect. Revised House Rules should be signed and returned to management by the end of this thirty-day period. In accordance with the HUD Model Lease, if you do not want to accept the House Rule changes, you must provide management with a 30-day Notice to Vacate. Refusal to either accept the revised House Rules or provide a Notice to Vacate will be considered to be a failure to abide by the lease and will result in termination of tenancy.

Once you become a resident, HUD regulations require that all household members abide by the lease, the community policies and any other rules or regulations governing residency, in order to continue receiving assistance and to remain at the property.

Residents who do not comply with these House Rules will be notified, in writing, that they are not in compliance, and that this is a violation of the lease. Some notices are curable – that is, the household has an opportunity to correct the violation to avoid eviction. However, if a violation notice has been issued for the third time for any particular infraction it will be a non-curable notice that constitutes “repeated minor violations” and will be grounds for eviction.

Lease violations are grounds for the terminating the household’s subsidy, or the household’s lease (resulting in eviction), as allowed by HUD regulations and by state and local laws. All city, county, state and federal laws apply to each resident, all household members and their guests.

Household initials: _____ Date _____



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Manager initials: _____ Date _____

**FAIR HOUSING AND EQUAL OPPORTUNITY REQUIREMENTS:
COMMITMENT TO NONDISCRIMINATION**

It is this property's policy to comply with Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, Fair Housing Act Amendments of 1988, E.O. 13166 and any legislation protecting the individual rights of applicants, residents, or staff which may subsequently be enacted.

The property shall not discriminate because of race, color, sex, familial status, religion, handicap, disability, sexual orientation, gender identity, marital status, or national origin in the leasing, rental, or other disposition of housing in any of the following ways:

- (1) Deny to any household the opportunity to apply for housing, nor deny to any eligible applicant the opportunity to lease housing suitable to its needs,
- (2) Provide housing which is different than that provided others,
- (3) Subject a person to segregation or disparate treatment,
- (4) Restrict a person's access to any benefit enjoyed by others in connection with the housing program,
- (5) Treat a person differently in determining eligibility or other requirements for admission,
- (6) Deny a person access to the same level or services, or
- (7) Deny a person the opportunity to participate in a planning or advisory group which is an integral part of the housing program.

It is the policy of this property, pursuant to Section 504 of the Rehabilitation Act and the Federal Fair Housing Act to provide reasonable accommodations and modifications upon request to all applicants, residents, and employees with disabilities.

The property will do its due diligence to identify and eliminate situations or procedures which create a barrier to equal housing opportunity for all, and will make reasonable accommodations for individuals with handicaps or disabilities as well as for individuals with limited English proficiency.

Questions or issues regarding applicant treatment relative to these laws should be addressed by mail to the following person, responsible for related policies: Beth Burkhart, Administrative Assistant, 80 Jefferson Avenue, Sharon, PA 16146. 724-342-4000.

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1. APPLIANCES AND OTHER EQUIPMENT

Each resident is responsible for the care and use of each appliance and fixture in his/her apartment. This includes all kitchen appliances, alarms, plumbing and lighting belonging to the property. Residents are responsible to report any broken or non-working item immediately. Residents will be charged for the cost of repairs to an appliance or fixture damaged by misuse, lack of proper care, or an act of negligence.

Batteries must not be removed from fire and/or smoke detectors, since this constitutes a safety hazard. In addition, furniture and appliances must not be moved to cover doors or windows, since they may be needed for escape during an emergency.

Lavigne Manor, Fornelli Manor, McDowell Manor and Vermeire Manor only: There are emergency pull cords in the bedroom and bathroom of apartments designed for people who are elderly or disabled. These cords are intended to get the attention of your neighbors, and are not monitored or connected to any police department, fire department or emergency rescue service. No particular employee is assigned to monitor the system during all hours of the day and night. The system is to be used only as a last resort after attempting to contact traditional emergency services, such as 911.



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2. ASSISTANCE ANIMALS

Assistance animals (also known as “service animals” or “therapy animals”) are not pets. They are animals that provide help, perform tasks for the benefit of a person with a disability, and/or provide emotional support that alleviates one or more identified symptoms or effects of a person’s disability. These animals can perform many disability-related functions, including but not limited to guiding individuals who are blind or have low vision, alerting individuals who are deaf or hard of hearing to sounds, providing rescue assistance, pulling a wheelchair, fetching items or alerting persons to impending seizures. Assistance animals are permitted as a reasonable accommodation for persons with verified disabilities, once the need has been properly verified by a physician, psychiatrist, social worker, or other licensed medical professional.

There must be a direct relationship between the person’s disability and his or her need for the animal. Neither a security deposit nor a pet fee is required for an assistance animal. All state and local health, safety, and licensing laws apply. Refer to the property’s Pet Policy for specific tenant animal care responsibilities.

Management reserves the right to deny a specific assistance animal only if:

- a) There is documented proof, based on prior behavior of the animal, that it poses a direct threat to the health and safety of others that cannot be reduced or eliminated by a reasonable accommodation, or
- b) There is documented proof, based on prior behavior of the animal, that it would cause substantial physical damage to the property of others, or
- c) It can be specifically documented that the presence of the assistance animal would pose an undue financial and administrative burden to the provider, or
- d) Documented evidence shows that the presence of the assistance animal would fundamentally alter the nature of this property’s services.

If it is determined that an assistance animal is needed, the tenant must maintain it in a way that does not disrupt the decent, peaceful, safe and sanitary living environment for the rest of the property and our tenants. All assistance animals must have current inoculations and licenses, and must be registered with management prior to move-in. Failure to notify management that the assistance animal is needed before moving it into the unit may result in termination of subsidy.

3. BUSINESSES IN THE UNITS

Any household wishing to operate a business out of their apartment must have management approval before starting. Incidental business (such as computer work, limited babysitting, hair and nail care) will be allowed under the following conditions:

- a) All applicable zoning regulations, as well as federal, state and local laws must be adhered to
- b) Any required licenses must be obtained, and fees paid to kept licenses current and in effect



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- c) Absolutely no advertising signage is permitted to be displayed on doors and/or windows
- d) The business is allowed to be operated only by persons living in the apartment
- e) The business activity must not emit noise, vibration, smoke, dust, odor, heat, humidity, glare, or any other effect that unreasonably interferes with the peaceful and quiet enjoyment of other residents or neighbors
- f) The following types of home businesses are prohibited (this is not an all-inclusive list):
 - 1. Any repair of motorized vehicles, including the painting or repair of automobiles, trucks trailers, boats or lawn equipment
 - 2. Animal hospital, kennels, stables or bird keeping facilities
 - 3. Restaurants, catering or food preparation
 - 4. Funeral chapels, cremations or mausoleums
 - 5. Medical or dental clinics
 - 6. Public amusement, such as theaters or video arcades
 - 7. The sale or instruction of firearms, ammunition or any other form of weaponry
 - 8. Warehousing, welding or machine shops
 - 9. Construction or landscaping business that involves the storage of machinery, goods or materials in the unit

No specific parking is available or permitted for business customers. No late-night traffic in and out of the property or the unit for business purposes is permitted.

4. CHARGES IN ADDITION TO RENT

Residents will be billed for damages caused by carelessness, misuse or neglect on the part of any household member or guest. The resident is obligated to reimburse management for the damages within 30 days after receiving the bill for charges. Charges will be assessed at the actual cost of the repairs if the repair is not listed on the Maintenance Charge Sheet.

5. COMMON AREAS AND GROUNDS

- a) The common areas and grounds are for the use and enjoyment of all residents. The walkways, corridors, hallways and stairways are not to be obstructed, encumbered, or used for any purpose other than entering or leaving the apartment premises. The lobby, laundry room, community room, courtyards, playgrounds, parking lots and lawns are only to be used for their intended purposes.
- b) Residents may not linger or congregate in the walkways, hallways, corridors, stairways, property roadway, or parking areas. The storage of trash, household or personal items in the common areas is prohibited. Stored and/or abandoned items will be removed from the property with or without notice.
- c) All occupants are responsible for the cleanliness and upkeep of their apartments and the common areas, so that they can be safe, clean and pleasant for the enjoyment of all. Any areas that are damaged or in need of repair should be reported to management immediately.



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- d) Any activities on the grounds that cause damage to the landscaping or common area, or can create a disturbance, are prohibited. Residents will be charged for any damages to common areas by household members or by their guests.
- e) Littering, including disposal of cigarette butts, candy wrappers, soda cans, etc., is prohibited. Defecating and/or urinating in common areas of the property are prohibited. These activities will result in a lease violation notice.
- f) There is a sign-up list for use of the Community Room, and your request must be approved by management. Fire and safety regulations regarding the number of people in the room and permitted activities must be followed. You are responsible to clean up the Community Room immediately following your activity's end.
- g) Portable water toys such as slip and slides, twirling water sprinklers, etc. are not allowed anywhere on the property. Small, inflatable baby pools may be used within the confines of your unit's enclosed porch. When they contain water, these pools must not be left unattended at any time and they must be emptied every night.

6. CONDUCT

All tenants and their guests should be respectful of others' privacy, property, and general well-being. Residents are responsible for the conduct of their guests at all times, and should do their best to ensure that their behavior is neither offensive to any neighbor, nor damaging to any physical part of the property.

- a) Each and every resident listed in the lease and on a 50059 certification is responsible, not only for his/her own actions, but for the conduct of all household members, guests and visitors, while they are in the apartment or on the property. Any violation of these policies, and/or Lease terms is considered noncompliance with the lease.
- b) Residents and guests are not permitted to engage in, or participate in, conduct which interferes with the quiet and peaceful enjoyment of the property by other residents. No act of a resident and/or guest which threatens, intimidates, harasses, is physically violent (with or without injury) to another person and/or the property, will be tolerated. Any such incident will be considered a violation of the House Rules and the lease. When appropriate, such incidents will be reported to local law enforcement.
- c) Acts of intimidation, harassment (including sexual harassment), verbal abuse, physical threat or violence, or mischievous misconduct, toward other residents or toward property employees will not be tolerated. Any such incident(s) will be considered a violation of the House Rules and the lease. When appropriate, such incidents will be reported to local law enforcement.



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- d) Social gatherings of residents and guests in our Community Room are welcomed, provided such gatherings do not become noisy, offensive, threatening, or generally objectionable to other residents and/or management. Any such gathering is considered in violation of the terms of the House Rules and the lease, when other residents' rights to quiet and peaceful enjoyment of their residences are violated. House party gatherings inside apartments are not permitted without prior management approval. Parties may be scheduled in the Community Room with management.
- e) Children under 13 must be accompanied by an adult resident when using building facilities such as the laundry room, storage areas.
- f) The consumption of alcoholic beverages, drugs or any intoxicants in any common areas of the property is strictly prohibited.
- g) The hours between 10:00 p.m. and 8:00 a.m. are designated as "Quiet Time" on the property. Households must minimize any noisy or disturbing activity during these hours. Please make your best effort to honor the right of other residents to the quiet and peaceful enjoyment of their apartments during these hours.
- h) The volume of stereos, televisions, radios, etc., in the apartment, in the common areas of the property or in vehicles, is to be kept at a sound level that does not violate the right of neighbors to the quiet and peaceful enjoyment of their residences at all times.
- i) Since all apartments are residential units, tenants are not allowed to sell cigarettes, beer, wine, or any other items from their apartment.
- j) Dress: The management office and common areas are public places of business. All persons visiting the management office are required to dress appropriately, including tops, bottoms and shoes. The manner of dress, whether specified or not, shall at all times be governed by good taste, and be in keeping with a business environment. Anyone wearing inappropriate attire will be asked to leave the office. Business will not be conducted with anyone not wearing appropriate attire.

Clothing that is not acceptable includes, but is not limited to:

1. Robes, pajamas, bedroom slippers or other sleepwear
2. Clothing that reveals foundation garments, such as boxer briefs, underwear or bras
3. Tops that expose an individual's bare mid-section
4. Bathing suits or other bathing attire
5. Bare feet
6. Any form of nudity (topless, bottomless)
7. Clothing or accessories that shows references to gangs or drugs
8. Clothing that contains offensive graphics, including sexual content or inappropriate language



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Lease violations will be issued to residents who do not abide by this policy. Multiple lease violations can result in penalties up to and including eviction.

- k) If any law enforcement agency is called to the property because of a disturbance or violation of law, the resident(s) involved may be subject to lease termination.
- l) Do not open the door or allow strangers into the building or your unit. Allow only your guests and/or management representatives to enter. Do not prop open doors, since this may allow strangers (as well as rodents and insects) to enter the building and/or your unit.
- m) Trash and garbage must be placed in trash bags and deposited inside the designated dumpsters/trash cans. If there are rules for furniture/vehicle disposal, list them here.
- n) Bicycles, motor scooters and other recreational transportation items must be kept in the parking lot or on your back patio area.
- o) Do not block doorways and windows in the apartment, since that is a safety hazard in case residents must escape a fire or other emergency. If there is only one exit from a room, a window cannot be blocked with an air conditioning unit.
- p) No outdoor grills, fire pits or open fires are permitted, except those provided by management.

7. CRIMINAL ACTIVITY POLICIES

- a) HUD requires that management obtain a criminal screening report for anyone wishing to live on the property. This includes all household members and live-in aides. Specific reasons for rejecting an application for criminal offenses are listed in the property's Tenant Selection Plan. A copy is available to anyone who requests it, at no charge.
- b) Current residents are subject to lease termination (eviction) if it is determined that the current or past criminal activity of a household member indicates a present threat to the health, safety, or right to peaceful enjoyment of the property by other residents, property management staff or persons residing in the immediate vicinity of the property.
- c) Although some states have legalized the use of marijuana for medical and/or recreational purposes, its manufacture, distribution or possession is still a federal criminal offense under the Controlled Substances Act. Therefore, no resident can be admitted if s/he is using marijuana.

Management policy, as permitted by HUD, is to use its discretion, on a case-by-case basis, as to whether or not to evict current residents when:

- (1) Management determines that a household member is manufacturing, distributing or is in possession of marijuana or any type of drug paraphernalia.



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(2) When the household member's use of marijuana is determined to interfere with the health, safety or right to peaceful enjoyment of the premises by other residents.

- d) Management may deny admission to applicants or terminate the lease of any resident or household member who is, or has been, engaged in criminal activity that could reasonably indicate a present threat to the health, safety or welfare of others.
- e) All residents will be verified at each annual recertification using the Pennsylvania Megan's Law National Sex Offender website. Any household with a member found on a state sex offender registry will be evicted if they choose to allow the sex offender to continue to reside in the household.
- f) Rejection of applications for persons on any state's lifetime sex offender registry became required in June, 2001. If the property discovers that a household member moved in, in error, after that date, the individual must be removed from the household. Otherwise, the entire household will be evicted.

Documentation, including but not limited to: a legal lease signed by all parties, utilities in their name or US Postal service certified mailing address change must be provided to document that the household member has moved out of the unit.

- g) Management will work with law enforcement to follow up on any criminal reports received for any criminal activity that threatens the health, safety, or right to peaceful enjoyment of their dwellings by other residents, property management staff or persons residing in the immediate vicinity of the property. If police reports show criminal activity which allows for the termination of tenancy, eviction proceedings will be started.

8. EVICTION PROCEDURES

Eviction of a resident is considered a last resort, after reasonable opportunities have been given to the resident to remedy documented problems.

Residents may be evicted for non-payment of rent or other amounts owed (such as repayment agreements for overpaid subsidy), or material noncompliance with the lease. Residents may also be evicted for failing to submit all required household/financial information for recertification, failure to sign verification consent forms, abandoning the unit, fraud, or knowingly providing false or incomplete information.

In addition, residents may be evicted for repeated minor violations that disrupt the livability of the property, adversely affect anyone's health, safety or the rights of other tenants to the peaceful enjoyment of the property, interference with property management, acts which have an adverse financial effect on the property, or criminal activity committed by a household member or a guest.

When an eviction is necessary, written notice will be provided to the tenant and the following will be



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included in the notice:

- The specific date the tenancy will be terminated
- Detailed reason(s) for the action
- References to prior violation notices for the above item(s)
- Notification to the tenant that remaining in the unit on the termination date specified may result in the owner seeking to enforce the termination in court, at which time the tenant may present a defense
- Warning to the tenant that s/he has 10 days to discuss the termination of tenancy with the owner/agent. The 10 day time period begins on the date that the notice has been properly served.
- Persons with disabilities have the right to request a reasonable accommodation to participate in the hearing process.
- When the tenant is being evicted for nonpayment of rent, the notice must include the dollar amount due, and the date the balance was calculated. Once the eviction proceedings have begun, management will no longer accept rent payments.

Notice will be served in accordance with state and local laws.

The eviction notice will be served by hand from management to any adult person answering the door at the unit. If no adult answers the door, the notice will be placed under/through the door. The eviction notice will be delivered the same day it is written/dated. The notice will also be served by sending it via first class mail to the tenant at the unit address.

9. EXTENDED ABSENCES AND ABANDONMENT OF THE UNIT

- a) HUD requires that your apartment must be your household's only residence. Therefore, the tenant family is not allowed unexplained and/or extended absences from the premises for 60 (sixty) continuous days, or for longer than 180 (one hundred eighty) continuous days for medical reasons, even when the rent is being paid.
- b) An individual living alone in a unit who has a medical reason to be absent from his/her apartment for more than 30 days must provide documentation from his/her medical professional that a medical condition is causing the absence. Management will allow extended absences for medical reasons in 30-day increments up to a maximum of 180 days.
- c) If the resident family is absent from the apartment for more than the stated length of time, management will begin the process of terminating the lease.
- d) Extended absence is not the same as abandonment. Abandonment is established by state law. The tenant's unexplained and/or extended absence from the premises for 30 days or more without payment of rent due is prima facie evidence of abandonment.
- e) In a case of unit abandonment, the landlord is expressly authorized to enter the household. Management will provide written notice to your last known address on file, to let you know that we intend to take possession of the unit through the magisterial district.



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After the Mercer County Housing Authority takes possession of the unit, you will have 10 (ten) days to claim and remove your property and possessions. When you receive this notice you must notify management (verbally or in writing) of your current address, the reason you left the unit and the date and time you will come to the property to retrieve your property and possessions.

If you do not provide the above notification within 10 (ten) days management will file for ejection. By law, you will have an opportunity to inform management that you can retrieve your items within 30 (thirty) days. Your items may need to be picked up from a location other than the property.

10. FIRE AND DISASTER SAFETY

Every 15 seconds, a fire department responds to a fire somewhere in the United States. The major causes of apartment fires are smoking materials, heating, arson, and children playing with matches and lighters. By paying careful attention to these fire safety requirements, each of us can share the responsibility of keeping our apartment homes safe from fire.

This property has a Disaster Plan which contains procedures that all residents must follow. The Plan is located in the manager's office in the community building. Copies may be requested.

It is strongly recommended that you have renter's insurance. If a fire is determined to be due to negligence of any resident, that household will be responsible to pay the deductible portion of the Mercer County Housing Authority's insurance.

If residents or their guests remove the carbon monoxide detectors from the unit the household will be charged for the replacement, as shown on the Maintenance Charge Sheet. These units are provided for your family's safety.

The following are strictly prohibited:

- a) The use of cooking grills of any type, on a balcony, patio or within the apartment.
- b) Storage of containers of flammable fluids or explosive materials within the apartment, storage area, or any common areas
- c) Storage of anything next to the hot water heater, heat/air conditioning unit, range or refrigerator may create a health and fire hazard.
- d) Leaving food on the stove or in the oven unattended
- e) Disconnecting any smoke/fire alarm constitutes a violation of the fire code.
 1. It is the resident's responsibility to notify management if the smoke/fire alarm(s) becomes faulty, or if a battery is missing or not functioning.
 2. Battery operated smoke detectors must not be tampered with or have any batteries removed.
 3. Any tampering with smoke detectors is considered a lease violation and may result in the termination of your lease.



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- f) Use of extension cords in bathrooms, kitchens, and hallways that cause a trip hazard. Surge protectors and plug-in multiple outlet devices are allowed as long as electrical cords do not create a hazard.
- g) Extension cords cannot be plugged into common area outlets or in another apartment.
- h) Windows are not allowed to be nailed shut or to be made permanently closed in any way. The ability to get out of the unit through the windows cannot be blocked by anything. This is a health and safety issue and is considered material non-compliance with the lease.
- i) Smoking where oxygen is being used. This includes, but is not limited to, the following areas; all apartments, all common areas, all rooms with oxygen equipment stored (even when it's turned off), all balconies and/or patios, and all areas where any highly flammable combustible or explosive material might be used or stored. Residents using oxygen will be required to receive training on the safe use of oxygen from the local fire department, or the company that supplies their oxygen.
- j) Smoking in all common areas, which include but are not limited to the following: entry walkways, hallways, community rooms and or property offices, unless such an area is a designated smoking area.
 - 1. Residents are responsible for the proper and safe disposal of their matches and cigarette butts, so as not to pose a fire hazard or litter the grounds.
 - 2. Residents who smoke in their units should keep their doors closed to prevent smoke from entering the halls and common areas.

11. GRIEVANCE AND APPEAL PROCEDURES

This property's grievance procedures meet the requirements of the HUD 4350.3 Handbook and Section 504 of the Rehabilitation Act.

For lease violations and/or eviction proceedings:

- 1. Written notification will be provided to a resident for any lease violation or eviction proceeding
- 2. The resident will have 10 days to request, in writing, a meeting to discuss the lease violation or eviction
- 3. The resident is allowed to have a representative participate in an informal meeting
- 4. The meeting will be conducted by our Hearing Officer, who was not involved in the lease violation letter or eviction proceedings
- 5. Written determination will be provided to the resident

For general tenant grievances:

- 1. Grievances must be made, in writing or via telephone, to management at the property's office address
- 2. Management must respond to the complaint within 14 days of receipt
- 3. If the resident wishes to appeal the decision, a written appeal must be sent to contact information for site manager's superior within 14 days of the original response
- 4. The owner/agent must approve or deny the appeal within 30 days of receipt



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Persons with disabilities have the right to request reasonable accommodations to participate in the informal hearing process. The resident's response to a lease violation letter or eviction notice does not preclude him/her from exercising other avenues available, if s/he believes that there has been discrimination on the basis of race, color, religion, sex, national origin, familial status, sexual orientation, gender identity, marital status or handicap.

12. GUESTS

A guest is defined as a person temporarily staying in the unit with the consent of a tenant or other member of the household who has express or implied authority to so consent on behalf of the tenant.

- a) Residents must notify management when overnight guests will be staying in the unit for more than 3 (three) days. A guest can remain in the unit no longer than 14 (fourteen) consecutive days or a total of 30 (thirty) cumulative calendar days during any 12-month period.

Any individual staying longer than this time period will be counted as a household member if approved for residency, and an appropriate recertification will be completed.

A family may request an exception to this policy for valid reasons (e.g. care of a relative recovering from a medical procedure expected to last 20 consecutive days). An exception will not be made unless the family can identify and provide documentation of the residence to which the guest will return.

- b) Management may, at any time, request proof of domicile (current documentation of an overnight guest's residence address) and may process verification if it is suspected that the guest(s) is/are unauthorized occupants of the household.

If an individual not listed on the lease has his/her mail sent to the property, uses the property address as his/her address for receiving benefits or any other purpose, and/or keeps his/her belongings in the unit s/he will be considered as living in the unit. If this occurs without management permission and the completion of resident screening that individual is considered to be a "boarder and lodger" which is termed by HUD as an unauthorized guest. A lease violation notice will be sent.

The burden of proof that the individual is a visitor rests with the family. In the absence of such proof, the individual will be considered an unauthorized member of the family. Management will consider:

- Statements from neighbors and/or management staff
- Vehicle license plate verification
- Post Office records
- Drivers license verification
- Law enforcement reports
- Credit reports



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To show that the unauthorized guest is not actually living in the unit 2 (two) verifiable forms of documentation of his/her current address must be provided. Documentation must be in the form of leases, utility bills, court documents or pay stubs. Absence of evidence of any other address will be considered verification that the visitor is an unauthorized household member.

If documentation cannot be provided and verified within 15 (fifteen) days the unauthorized individual(s) must leave the unit immediately and the household will be issued a Notice to Vacate. Management will terminate the family's lease since prior approval was not requested for the addition.

- c) Guests are subject to the terms of the tenant's lease, House Rules, as well as federal, state and local laws. The head of household is responsible for the conduct and actions of all visitors and guests, inside the unit as well as anywhere on or near the property's premises.
- d) Any guest who violates the terms of the tenant's lease, House Rules, federal, state or local laws will be presented with a letter of trespass and declared a trespasser. Where applicable, future visits to the property by the guest(s) will result in an arrest by local law enforcement officers for illegal trespass.
- e) Anyone who wishes to live on the property must successfully complete criminal screening prior to moving in. This screening is exactly the same as that required of members of any new household. This includes, but is not limited to, Live-In Aides, security/police officers or additional household members wishing to move in after the household is already living at the property.
- f) Residents are allowed to add household members to their leases under certain conditions, which include but are not limited to, criminal screening, and occupancy standards for unit sizes. Once a household has moved in, any additional residents must be approved by management. Screening is used to help ensure that individuals admitted to the property will abide by the terms of the lease, pay rent on time, take care of the unit and common property, and allow all other residents to peacefully enjoy their homes.
- g) Children:
 - who are subject to a joint custody arrangement, or
 - for whom a family has visitation privileges, and
 - who are not included as a family member because they live outside of the unit more than 50 percent of the time, or because the resident does not incur allowable child care expensesare not subject to the time limitations of guests as described above.

Only one parent is permitted to claim the child as a dependent deduction.

- h) Former residents who have been evicted are not permitted as overnight guests.



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- i) Minors and college students who were previously part of the family but who now live away from home during the school year and are not listed as household members on the 50059 may visit for up to 120 days per year without being considered a member of the household.

13. INSECTS, BED BUGS, PESTS AND MOLD

All efforts will be made to provide a safe, healthy, mold-free and pest-free environment for all residents. When management becomes aware of insects, bed bugs, pests or mold at the property, all reasonable efforts will be made to eradicate them.

Since bed bugs, insects, pests and mold can spread from unit to unit, all residents must comply with all pest control and mold requirements, including preparing the unit and allowing access. Management will provide each resident written notification of pest control and/or mold eradication services affecting his/her unit. The notice will include instructions for preparing your unit for treatment.

As a resident, your responsibilities are to:

- Notify management immediately of any pests or mold, including but not limited to bed bugs, in your apartment.
- Follow the Resident Responsibilities outlined in the property's Integrated Pest Management (IPM) Plan, and/or Resident Acknowledgement of Bed Bug Eradication Requirements.
- Help prevent pest infestations by:
 - Keep your apartment clean, and clear of clutter
 - Inspecting all furniture before bringing it into your apartment; especially used furniture
 - Not bringing abandoned furniture into your apartment - you do not know why it was abandoned, and it could be infested.
- Mold can be toxic, and dangerous to your health and those of your guests and other residents. Help prevent mold and mildew by:
 - Not leaving standing water or moisture in the unit
 - Keeping the unit well ventilated and at low humidity by running the air conditioning during hot weather. Units must be kept at temperatures below 80 degrees.
 - Following all mold eradication instructions provided by professionals who are performing mold eradication services in the building or in your unit

To avoid and/or address the serious problem of pest infestations (including but not limited to bed bugs), furniture and belongings infested with pests will not be brought into, or moved within this property. Many pests, including bed bugs, cannot be eliminated by professional extermination alone. If a pest problem is identified, management will contract for extermination, and will institute several steps that must be taken immediately by all residents when notified by management.

To avoid and/or address the dangerous problem of mold growth and spread, it will be professionally treated when identified. All residents must cooperate with the steps to prevent mold and the re-growth of mold after treatment, by following the procedures here, and procedures provided during and after mold treatment in the unit.



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Failure to prepare for pest or mold eradication treatment, to allow access to the unit after written notification, and failure to follow instructions regarding re-occurrences of the pest or mold problem constitute a health and safety violation.

Any pest (other than bed bugs) or mold re-treatment required because necessary procedures (provided to you in writing) were not followed will result in the household being charged for damages at the actual cost of the re-treatment required. In addition, any household which does not comply will be issued a lease violation. If noncompliance occurs a second time, lease enforcement and/or eviction proceedings will begin.

A unit will be treated for bed bugs at no cost to the household the first time. If there is a re-infestation and the exterminator has determined that the bed bugs originated from your unit, the second treatment will be paid half by management and half by the household. For all treatments beyond the second one the household will pay the full cost of the bed bug treatment.

14. INSURANCE

The property does not provide insurance to replace any of your personal possessions in case of damage or loss caused by fire, water, theft, or any other events. For this reason, we strongly recommend that residents obtain adequate renter's insurance coverage.

If a fire is determined to be due to negligence of any resident, that household will be responsible to pay the deductible portion of the Mercer County Housing Authority's insurance. Your renter's insurance may cover this expense.

15. KEYS, LOCKS AND LOCKOUTS

- a) One key to the apartment will be issued to each adult household member at move-in, up to a total of 2 (two) keys. In properties where the main entrance door uses a fob the head of household, spouse (or co-head) will each get one fob. Residents are not permitted to provide keys or fobs to relatives, friends, or guests without the express written consent of management.
- b) No alteration, addition or replacement of any lock is permitted without the written consent of management. A resident who receives permission to change or add any lock must provide management with a key for each lock, to provide access for inspections, repairs, and/or emergencies. Locks added to an entry or sliding glass door must be installed by apartment maintenance personnel only. The cost for this service will be as listed on the Maintenance Charge Sheet.
- c) If a lock requires changing for any reason (other than failing to work correctly due to normal wear and tear), the household will be charged the amount listed based on the Maintenance Charge Sheet.



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Each resident listed on the lease is responsible for the control of his/her key during residency. S/he is also responsible for returning all keys issued, at the time of move-out. Failure to return all keys issued to a unit's residents will result in a charge of no more than the actual cost for each lock change, as a result of the missing key(s).

- d) Lockouts: If you cannot get into your unit during office hours (8:30 a.m. - 4:00 p.m.) contact the property manager to let you in. The property will charge the household for each instance of lockout service as shown on the Maintenance Charge Sheet. After 4:00 p.m. an additional \$50 will be charged, since lockouts are not considered to be emergencies.

You may request a new key to replace a lost key. The property will charge the household for each additional key issued as shown on the Maintenance Charge Sheet.

16. LAUNDRY

- a) The laundry room is a common area, and tenants are responsible to clean up after themselves. Our laundry room is only to be used by our tenants, and only for washing, folding and drying clothes.
- b) Any problems involving machines that do not work or loss of money should be reported to management. Management will contact the company responsible for the operation and repair of laundry machines. Rules for operating the machines are posted in the laundry room.
- c) Do not leave clothing or personal belongings unattended. Be courteous of the other residents and promptly remove clothing from the machines when their operation is complete.
- d) Do not dye fabrics, clothing or any other belongings in the machines.
- e) All trash, lint, and/or boxes must be properly disposed of in the waste receptacles provided in the laundry facilities.
- f) Use of the laundry facilities is at your own risk. Management is not responsible for:
1. Any loss or damage caused by the operation of the machines
 2. Missing or stolen clothing or other personal belongings
 3. Lost money due to a faulty machine will be referred by management to the company operating the machine and a refund will be provided.
- g) No type of laundry equipment is allowed to be installed and/or operated in an apartment unless the unit already has washer/dryer hook-ups.

17. MAINTENANCE AND MAINTENANCE EMERGENCIES

Maintenance requests will be completed in a timely manner. Non-emergency requests will be completed between 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding holidays. The goal is to complete maintenance calls within 24 hours except when special circumstances prevent this.



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Maintenance requests will be handled after office hours if they are emergencies. We define emergencies as situations which present a danger to people or property. These include but are not limited to:

- Fire
- No electricity in the entire apartment
- Broken or non-working exterior access doors, locks or windows
- Non-working refrigerator, stove or hot water heater
- No heat, in accordance with state and local laws
- No air conditioning, in accordance with state and local laws.
- No water in the entire apartment
- Toilet not functioning (when there is only one toilet in the apartment)
- Flooding
- Broken pipes

Any other situations (including lockouts) are considered to be non-emergencies. Management can send someone to address the situation but there will be an additional charge of \$50 over and above the amount shown on the Maintenance Charge Sheet.

18. MISCELLANEOUS

- a) No additional equipment, refrigeration unit, freezing unit, air conditioning, heating unit or permanently affixed lighting device may be installed, operated, or used in any way, unless approved in writing by management. Approval is generally given only as a reasonable accommodation based on a disability.
- b) Equipment and/or appliances provided in the unit may not be moved or removed from the apartment or building. All equipment and appliances provided must be permanently retained in the original location.
- c) Door-to-door solicitation is not permitted within the property. Residents should notify management whenever solicitors appear at their doors.
- d) Waterbeds are not allowed under any circumstances, because their weight and danger of flooding provide a health and safety hazard to the unit and surrounding units.
- e) No changes of any kind to the apartment are allowed without the written consent of management. This includes painting, affixing items to the walls other than common household pictures using a single nail, decorations attached to the walls, windows, doors, ceilings or floors, or construction (temporary or permanent) which alters the physical layout of the apartment.
- f) Anyone living in this property who applies for and receives a Section 8 Housing Choice Voucher must have resided in the unit for more than 6 (six) months in order to move out and use the Voucher.



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19. MOVE-OUTS AND SECURITY DEPOSITS

A security deposit is required from each household and is due at the time of the initial lease execution. The amount of the deposit is set by HUD based on the type of assistance provided. All security deposits over \$99 will be placed into an interest bearing account.

Security deposits must be paid in a guaranteed form (money order, cashier's check, bank check) at the property; cash payments can be accepted at the Mercer County Housing Authority's main office. Personal checks will not be accepted as payment for security deposits. Security deposits may be paid in installments with approval from the Director of Housing Management.

When a household transfers from one unit to another, the security deposit will be transferred. The household is required to provide a written Intent to Move notice at least 30 days prior to the anticipated move-out date, and a forwarding address must be provided.

At the time the resident vacates the unit, the following steps will occur:

- Together, the tenant and management will complete a final move-out inspection, noting any repairs needed, and damage to the unit. Both will sign and date the inspection form. Note that the household is not required to participate in this inspection, but it is recommended.
 - If the household has moved out without management knowledge, management will conduct the final move-out inspection immediately upon discovery of the vacant unit, will note any repairs needed, and damage to the unit.
- Charges will be assessed for all damages beyond normal wear-and-tear.

If applicable, a security deposit refund will be issued within 30 days of the household's move-out date. The tenant will receive the original security amount deposited plus any interest, minus any amounts owed for unpaid rent, damages, and/or other charges. Details will be provided, along with (or instead of) a refund check.

Security deposits will not be returned if the household breaks the lease and moves out during the first year of tenancy.

20. PETS

No pets are permitted in family properties. An temporary exception will be made for tenants in newly converted RAD properties. In these cases an existing pet will be grandfathered into the unit. Once the pet is no longer in the unit the household will not be permitted to add another pet. Residents are not permitted to feed any stray animals.



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For Lavigne Manor only:

All pet rules and pet care details can be found in the Lavigne Manor Pet Policy. This property allows one dog or cat per unit weighing not more than 25 pounds. The pet must be housebroken and spayed/neutered if over 6 (six) months old and must have all locally-required licensing and inoculations. Cats must be declawed and trained to use a litter box or other specific waste receptacle.

A refundable pet deposit in the amount of \$200 is required for a dog or cat.

Other common household pets permitted are:

- (1) Birds: maximum of two, contained in a cage at all times
- (2) Fish must be kept in aquariums no larger than 75 gallons, kept on an approved stand
- (3) Rabbits, guinea pigs, hamsters, gerbils, turtles: maximum of two, contained in a cage at all times

All pets must be approved before moving into the unit, and must be registered with management. Residents with pets must sign and abide by a Pet Agreement, which specifies the pet care responsibilities of the pet's owner.

Residents are not permitted to feed any stray animals.

21. REASONABLE ACCOMMODATIONS AND MODIFICATIONS FOR PERSONS WITH DISABILITIES

Management will seek to identify and eliminate situations or procedures which create a barrier to equal housing opportunity for all.

It is this property's policy, pursuant to Section 504 of the Rehabilitation Act as well as the Federal Fair Housing Act, to provide reasonable accommodations and modifications, upon request by applicants and residents with verified disabilities. Such accommodations may include changes in the method of administering policies, procedures, or services.

Reasonable accommodations include such things as unit transfers, assistance animals (see the pet section for more details), Live-In Aides and appropriate adaptations to the structure of the unit or the common areas. When such an accommodation is beyond the financial means of the property, management may provide written permission to the resident to create his/her own accommodation. In this case the accommodation may have to be removed, at the cost of the resident, upon move-out.

When an otherwise qualified applicant requests a reasonable accommodation or modification, management is not required to:

- a) make structural alterations that require the removal or altering of a load-bearing structure,
- b) provide support services that are not already part of its housing programs,
- c) take any action that would result in a fundamental alteration in the nature of the program or service, or
- d) take any action that would result in an undue financial and administrative burden on the property, including structural impracticality as defined in the Uniform Federal Accessibility



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Standards (UFAS).

Live-in Aides

A Live-In Aide is defined as a person who resides with one or more persons with disabilities and who:

- is determined to be essential to the care and well-being of the person(s);
- is not obligated for the support of the person(s); and
- would not be living in the unit except to provide the necessary supportive services.

The need for a Live-In Aide must be verified by a medical professional, the supportive services required must be defined. The designated Live-In Aide must be capable of performing those services, and demonstrating that s/he is doing so.

A relative (other than a spouse) may be a Live-In Aide, but only if s/he meets the above criteria. If, during the Live-In Aide's residency, s/he fails to perform the required tasks, s/he must move out of the unit.

The Live-In Aide qualifies for occupancy only as long as the individual needing supportive services requires the Aide's services, and remains a tenant. A Live-In Aide has no right to remain in the unit after the person who needs his/her services leaves the unit, or no longer needs the services. The Live-In Aide must vacate the unit after the tenant is no longer living in the unit, regardless of the reason for vacancy.

We will allow the Live-In Aide one week to vacate the unit after the death of a sole tenant. If the Live-In Aide continues to live in the unit after that time s/he will be in violation, and will be charged market rent while eviction proceedings take place.

Prior to making move-in arrangements, the Live-In Aide must be screened for criminal activity, using the same standards applied to all other applicants. An individual who does not meet the property's criminal screening criteria will not be allowed to live in the unit. A Live-In Aide may be evicted from the unit if s/he does not comply with all rules and regulations of the property.

22. RECERTIFICATIONS AND USE OF EIV (ENTERPRISE INCOME VERIFICATION)

Annual Recertification Processing:

All residents must be recertified on an annual basis to re-determine the tenant rent and assistance payment for the unit. You will receive an Initial Notice annually. Household composition and all financial information will be verified.

In addition to the Initial Notice, you will receive a First Reminder notice 120 days prior to your annual recertification date. If you do not keep a scheduled appointment, and provide all information listed in the letter, you will receive a Second Reminder notice. Failure to keep a scheduled appointment and provide all required information by the date listed in the letter (10th of the 11th month), will mean that you forfeit your right to a 30-day notice of a rent increase, if one is needed.



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If you do not keep a scheduled appointment, and provide all information listed in the letter, you will receive a Third (Final) Reminder notice. Failure to keep a scheduled appointment and provide all required information by the day before your Annual Recertification's due-date, as listed in the letter, will mean that your HUD subsidy will be terminated, and you will be required to pay the full contract rent, beginning on the date your Annual Recertification would have taken effect.

Interim Recertification Processing:

Interim recertifications are required when there are changes in household composition, or when your household's income goes up \$200 per month or more. You may request an interim certification when your adjusted income goes down. This may result from an increase in allowable expenses or deductions.

All households must notify management within 14 calendar days when:

1. A resident moves out; or
2. Household composition changes; or
3. An adult member of the household begins working; or
4. The household's income cumulatively increases by \$200 or more per month

Because it may be difficult to determine household income increases of \$200/month or more, we encourage residents to report all income increases, so that management can be sure that interim recertifications are completed properly.

Failure to notify management in a timely way (that is, within 14 calendar days of the change in circumstances) will result in the forfeiture of a 30-day notice of a rent increase if one is warranted.

Willfully and knowingly withholding information regarding persons living in the unit or income increases of \$200 per month or more will be considered to be fraud, and may result in termination of the household's subsidy, eviction, and/or management reporting suspected fraud to HUD's Office of the Inspector General for legal action.

Interim effective dates for the above reasons are based on the dates that changes have actually occurred, not on the dates they are reported to management, and regardless of the time it takes to process the recertification.

Residents may notify management when a decrease in adjusted income occurs and may request an interim recertification. This decrease in adjusted income may be caused by an increase in allowable expenses.

Since HUD does not require an interim recertification in these cases, the actual event triggering the interim is the tenant's reporting of the change in adjusted income. The interim recertification will be effective on the first of the month after the decrease is reported to management.



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When an Interim is requested by a household due to a decrease in income, management reserves the right to delay the interim recertification if there is reason to believe that the income will be reinstated, in full or in part, within 2 (two) months. Documentary evidence may be the employment history shown in EIV. The interim recertification may be delayed until the new income is verified. During this time, if the household does not have sufficient income to pay the current rent, no late charges will be assessed.

Management will refuse to process an interim recertification if the tenant caused a decrease in adjusted income deliberately in order to reduce his/her rent payment, and/or when management has confirmed that the decrease will last less than one month.

An interim recertification does not change the date of the household's annual recertification.

General Recertification Requirements:

Failure to report income or misreporting of income will result in a retroactive certification and appropriate corrections to prior Annuals and/or Interims. These corrections will determine a new tenant rent. The household will be required to re-pay HUD for all overpaid subsidy, either in a lump sum, down payment with monthly payments, or monthly payments.

If such a repayment is required, and management and the tenant cannot agree on an affordable monthly repayment amount, management will provide the household with contact information for a HUD-Approved Local Housing Counseling Agency. The household must visit the agency within 10 calendar days. The agency will assist the tenant in determining an affordable monthly payment amount, and management will accept the amount recommended by the agency. The household must provide documentation to management if extenuating circumstances prevent the household from visiting the agency within the stated timeframe.

Upon management request, tenants have 10 calendar days to provide documentation of any income, assets, or expenses. Requested items may include pay stubs, bank statements, investment statements, etc. It is a good idea to keep all such items that you receive, in case they are requested for certification purposes.

When management notifies the household that a certification is ready for signature, all household members over the age of 18 must come to the office and sign and date the certification within 10 calendar days.

Failure to make arrangements for all household members over the age of 18 to sign and date the HUD Form 50059 within this timeframe will constitute a refusal to recertify and may be grounds for subsidy termination. Management must be notified of any extenuating circumstances that prevent a household member from being able to sign within this timeframe.



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Management may take steps to verify family composition, for the purpose of determining the appropriate unit size, allowable deductions, eligibility for HUD assistance, and the amount of assistance. To verify whether an individual lives in the unit or not, management may inspect the unit, require court custody records to determine whether a child lives in the unit 50% of the time or more, require the submission of a new lease/utility bills from a unit outside this property, require a signed affidavit from the head of household, or make other reasonable requests.

Recertification Notice Due Dates

| <u>Notice</u> | <u>Date Notice Due to the Tenant</u> | <u>Sample time line: December 1</u> |
|--|---|---|
| Initial Notice of Upcoming Recertification | At initial lease signing and at every annual recertification thereafter | The initial notice must be signed by the tenant at Move-In and at each Annual Recertification |
| First Reminder Notice | 120 days prior to tenant's recertification anniversary date | The first reminder notice will be sent by August 1 |
| Second Reminder Notice | 90 days prior to the tenant's recertification anniversary date | The second reminder notice will be sent by September 1 |
| Third Reminder Notice | 60 days prior to the tenant's recertification anniversary date | The third reminder notice will be sent no later than October 1 |

The Initial Notice will:

- (1) Refer to the requirements in the HUD model lease
- (2) Specify the cutoff date (the 10th day of the 11th month after the last annual recertification) by which the tenant must provide the required information and signature necessary for the owner to process the recertification without forfeiting the right to a 30-day notice of rent increase
- (3) The tenant must sign and date the Initial Notice to acknowledge receipt; management must sign and date the notice as a witness
- (4) Management will keep the Notice with original signature in the tenant file and provide a copy of the signed notice to the tenant
- (5) Samples of the Initial and Reminder Notices can be found in the HUD Occupancy and Eligibility Handbook 4350.3

For tenants in RAD Conversion properties

All residents will maintain the same annual recertification date they would have had as public housing residents. Current residents are not subject to rescreening, income eligibility or income targeting provisions of Project-Based Rental Assistance (PBRA) programs.



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Upon the PBRA conversions, management will transmit all tenant certifications to TRACS, HUD's electronic Tenant Rental Assistance Certification System. Management will complete an initial HUD 50059 certification for each household that includes the same information previously found on the 50058 including the next annual recertification date.

Zero Income:

Households reporting absolutely no income coming into the household must complete, with management, a zero income questionnaire to indicate how household expenses are being paid. This questionnaire/interview will take place every 60 (sixty) days, for as long as the household reports no income coming into the household.

EIV (Enterprise Income Verification):

Under the Rental Housing Integrity Improvement Project (RHIIP) initiative, HUD is responsible for ensuring that the proper subsidy is provided to households through its rental assistance programs. The amount of rental assistance paid on behalf of the household is calculated using the total annual income, less allowable deductions.

To accomplish that responsibility, HUD requires that this property use the EIV system for all recertifications. This web-based, state-of-the-art program is designed to share income data that appears in other federal databases. Through EIV, management receives Social Security (SS and SSD) and Supplemental Security Income (SSI) benefits data from the Social Security Administration. Management also receives reports of new hires, quarterly wages, and quarterly unemployment benefit amounts, from the Department of Health and Human Services.

The purpose of EIV is to assist HUD and management to streamline income verification, and to minimize the need for third party verification. EIV allows management to identify:

- Applicants currently receiving HUD assistance
- Income not previously reported
- New employment
- Historical patterns of employment, benefits and income
- Tenants receiving HUD subsidy in more than one HUD program
- Deceased household members

As required by HUD, an Income Report will be searched within 90 days of the move-in. A correction to the move-in certification must be done if appropriate. When a resident household proposes to move in a new household member, the Existing Tenant Search Report will be obtained, to determine if the applicant is currently being assisted by another HUD program.



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When a 17-year old household member turns 18 between annual recertifications, s/he must sign Form HUD-9887 within 14 days, so that the data from EIV Income Reports for that member can be used for the family's next recertification. Management will provide notice of this requirement to a household with a 17-year old member at the time of any annual or interim recertification. In addition management will provide a Form HUD-9887 to the 17-year old prior to his/her 18th birthday so that it can be signed, dated and returned to management in a timely manner.

23. RENT COLLECTION

- a) Rent is always due and payable on the first day of each month, in accordance with the lease. There will be no exceptions to this policy.
- b) If the rent is not received in full by the close of business on the 5th of the month, a Late Fee will be assessed. \$5 will be charged on the 6th day of the month, and an additional \$1 per day will be charged until the balance is completely paid for the month. The monthly late fee will not exceed \$15. Late fees will be assessed on any balance of \$1.00 or more.
- c) After Late Charges are assessed (the close of the 5th business day), a notice will be served, in accordance with HUD regulations. The notice will allow ten (10) days for the household to meet with management to discuss the pending Lease Termination for Non-Payment of Rent. In no way does this policy state or imply that additional time will be granted for the payment of rent. Any and all arrangements for delayed rent payments must be made prior to the time that the rent is due, on the 1st of each month.
- d) Cash will not be accepted. Only money orders, cashier's checks, and personal checks made payable to the property will be accepted. In the case of a bounced check a fee equal to the bank charge will be imposed. After two bounced personal checks, they will no longer be accepted; the tenant must pay rent with a money order, cashier's check, or bank check.
- e) Payment will be collected at the office during regular business hours, or may be dropped through the office rent/mail slot. Payment can also be mailed to the management office, but must be received by the 5th of the month in order to be considered to be on time. It does not matter when the payment was postmarked.

24. SCOOTERS (ELECTRIC OR GASOLINE MOTORIZED DEVICES)

The use of motorized scooters, electric wheelchairs and electric carts has increased dramatically over the past few years. While the use of a scooter is necessary and reasonable for many mobility-impaired individuals, they present unique safety issues.

To ensure the safety of all residents and guests, while avoiding unnecessary damage to our property, the following rules have been established for individuals who use these devices:



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- a) Scooters must be operated on low speed at all times.
- b) Only individuals with a medical need for a scooter are permitted to use them.
- c) Scooters (whether owned by residents or guests) must be parked inside the apartment. Scooters must not be left unattended in the hallways, stairways, or other common areas.
- d) Scooters must be recharged only within the resident's apartment.
- e) Pedestrians must be given the right of way at all times; ample notice must be provided before passing pedestrians in the hallways.
- f) Extreme care must be taken while entering and exiting elevators. Scooters must be backed into all elevators. Before entering or exiting an elevator, residents must be able to visually see the areas ahead and behind them to make certain they are clear of all pedestrians and obstructions. Residents who are unable to do this must outfit their scooters with mirrors.
- g) Residents are solely responsible for all upkeep and repairs to their scooters.
- h) Residents are responsible for any damage caused by their scooters, in excess of normal wear and tear.
- i) Management is not responsible for any damage to scooters caused by other residents or guests.
- j) Use of scooters in certain areas, and/or at certain times of the day may be restricted because of congestion in the hallways and common areas. Such restrictions will be clearly posted on the bulletin board at least 24 hours beforehand.
- k) If a resident drives a scooter in an unsafe manner, causes injury to other residents, or creates excessive damage to the property, the resident may be required to provide third party verification of their ability to operate the scooter in a safe manner. Continued violation of this rule may result in loss of scooter privileges.
- l) Extenuating circumstances may result in management providing a written modification of these rules to reasonably accommodate the needs of individual residents.

25. STUDENT ELIGIBILITY REQUIREMENTS

HUD assistance is not intended to be used as student assistance. Therefore, HUD has developed specific rules about the types of students who are eligible for housing assistance. A household which contains an ineligible student is not eligible for housing assistance; no pro-rated assistance is available; such a household cannot receive any housing assistance at all.

The following requirements apply to both Section 8 properties and to RAD properties (for new residents applying for units or moving in after the RAD conversion):

- Eligibility of students will be verified at move-in, annual, interim (if one of the family composition changes reported is that a household member has enrolled as a student) and initial certification (when an in-place tenant begins receiving Section 8).



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- To be eligible, a student attending an “institution of higher learning” (full or part-time) must meet all criminal/credit screening criteria and be:
 - a. Living with parents/guardians currently receiving or applying for Section 8; or
 - b. At least 24 years of age; or
 - c. A veteran; or
 - d. Married and lives with the spouse; or
 - e. Custodial parent of a dependent child living in the unit at least 50% of the time; or
 - f. A person with disabilities and was receiving Section 8 assistance as of November 30, 2005; or
 - g. Individually income-eligible and have parents or guardians who are income eligible for the Section 8 program, and
 - h. Be able to prove independence from parents, which means that the student...
 - ◆ Is of legal contract age under state law, and
 - ◆ Has had a household separate from parents/guardians/dormitory for at least one year before applying, and
 - ◆ Is not claimed as a dependent on his/her parents/guardians taxes, and
 - ◆ Provides a certificate of the amount of financial assistance provided by parents, signed by the parent(s) - even if the parents don't provide any assistance

A student is also considered to be "Independent" if s/he meets one of the following criteria:

- a. Is at least age 24 by December 31 of the year for which housing assistance is provided, or
- b. Is an orphan or ward of the court through age 18, or
- c. Is a U.S. Armed Forces veteran, or
- d. Has legal dependents other than a spouse (e.g. child, dependent parent), or
- e. Is a graduate or professional student, or
- f. Is married and is living with the spouse, and also
- g. Is not claimed as a dependent by parents or guardians under IRS regulations, and also
- h. Obtains a certificate of the amount of financial assistance provided by parents, signed by the person(s) providing the support - even if there is no such assistance

26. UNIT INSPECTIONS

Unit inspections are conducted at move-in, move-out, unit transfer (moving out of the old unit and moving into the new unit), and at least annually.

Move-in inspections must occur prior to executing a lease. The move-in inspection form must indicate the condition of the unit and must be signed and dated by the tenant and management. The tenant has 5 days to report any additional deficiencies to the owner, to be noted on the move-in inspection form.

Annual inspections are conducted by on-site staff, with proper notice. If there are damages, housekeeping and/or other concerns, the units may be inspected more than once annually. No advance notice is required for these inspections. Unit inspection reports will be kept in the resident's file.



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The move-out inspection will be conducted on the day of, or shortly after, the move-out date and is used to determine the amount of security deposit refund, if any, due to the tenant. The tenant is encouraged to accompany the manager on the move-out inspection but does not have to participate. If the unit is found vacant, a move-out inspection will be conducted on the date the vacancy was discovered by management.

Charges for damages beyond normal wear-and-tear will be assessed to the household as listed on the Maintenance Charge sheet. Charges for repairs not listed will be assessed at actual cost. Charges due to damages found during move-out inspections may be deducted from the security deposit.

27. UNIT TRANSFERS

Voluntary unit transfers requested by the household are allowed only for changes in family composition, as a reasonable accommodation for handicapped/disabled family members, and/or as a medical necessity.

Transfers will not be made due to household size or a change in household composition if the current family size is within the occupancy limits of the existing unit.

Transfers must be within the tenant's area/AMP (Area Management Property consisting of different buildings which share the same contract number). There can be no transfers out of the area/AMP without prior approval from the Mercer County Housing Authority's Director of Housing Management.

Transfers for reasons related to medical conditions and/or reasonable accommodations are required to be verified by a medical professional before the request can be date/time stamped, and the household added to the internal transfer waiting list.

Existing tenants have priority over applicants for available units. Residents who request a transfer, or are required to transfer, will be placed on a transfer waiting list based on the apartment size and type requested/needed.

In order to request placement on the Voluntary Transfer list a resident must meet the following conditions:

- (1) Have completed the initial one-year lease term in their current apartment (except requests based on accessibility needs)
- (2) Must not currently owe any delinquent rent or maintenance payments to management
- (3) Must not have received any written Violation Notices regarding issues such as unit cleanliness, non-compliant behavior within the community or non-compliance with property rules within the past year
- (4) Must not be engaging in any criminal activity
- (5) The resident's current apartment must be clean and free of trash, garbage, waste and alterations



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There may be situations where management requires an Involuntary Transfer. For example:

- (1) If you are living in a designated “handicapped-accessible unit”, and no family members need the special features of this unit, your lease requires you to transfer to an available unit of the same size within 15 days of the Notice of Transfer if there is a household in need of the special features of this unit.
- (2) If you are overhoused (i.e. living in a unit with more bedrooms than needed), you will be required to transfer to an available unit of an appropriate size within 15 days of the Notice of Transfer.

The security deposit will be transferred when a household transfers from one apartment to another.

All costs of the unit transfer are the responsibility of the household, except when the transfer is a reasonable accommodation for a handicapped/disabled family member. In this case, the property must pay the costs of moving the resident’s belongings, unless doing so would be an undue financial and administrative burden. Transfer of utilities will not be paid by management.

28. UTILITIES

The household is required to keep all utilities active in the unit. If, at any point, the utilities have been shut off, management must be notified immediately, since working utilities are required for health and safety standards.

Failure to maintain working utilities is a violation of the lease and is grounds for immediate lease termination.

Be mindful of conserving energy, since this will lower your utility bills. Do not open windows, or leave doors open while the heat or air conditioning is on; do not use your oven to heat the unit. Residents must maintain a minimum temperature of 60 degrees Fahrenheit to prevent physical damage to the property and plumbing system during cold weather.

Water leaks (faucets, running toilets, etc.), excessive moisture, or standing water can cause the growth of mold. Report any water leaks to management immediately. Promptly remove any visible moisture accumulation in your unit (walls, windows and sills, floors, ceilings, closets, storage areas, and bathroom fixtures). Use exhaust fans in kitchen and bathrooms when necessary.

Foreign objects are not allowed to be put into a sink drain, toilet or tank or sewer system. The household will be charged the cost of repairs to the system if found to be in violation of this rule.

29. VEHICLES, PARKING AND SPEED LIMITS

All motorized vehicles parked on the property must comply with the following property policies:

- a. All resident's motorized vehicle(s) parked at this property must be registered with management.
- b. All vehicles must have current legal license plates, current vehicle registrations, approved emission tests and insurance as required by state law. Any vehicle on the premises found to be inoperable or illegal to operate will be tagged by the Mercer County Housing Authority. If the noted conditions have not been repaired 7 (seven) days, the vehicle will be towed at the owner's



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expense in accordance with state and local law.

Inoperable condition includes, but is not limited to:

- Flat or missing tire(s)
- Mechanical problems: i.e. motor will not start, drive train problem, no brakes, damage from a collision

Illegal to operate includes, but is not limited to:

- Broken windshield or headlamp
- No current registration
- No current emission approval
- No current license tags

- c. The storage of a motorized vehicle of any kind on the property is strictly prohibited. Such vehicle(s) will be towed at the owner's expense according to state and local law.
- d. Washing vehicle(s) with water provided by the property is strictly prohibited.
- e. The repair of vehicles on this apartment property, including the changing of oil, is strictly prohibited. Any vehicle deemed under repair by management will be towed from the property after serving proper notice to the owner. Battery-assisted starting of vehicles and changing flat tires is permitted provided the vehicle is not left unattended on any type of jack, jack stand, or block at any time.
- f. Vehicles with a fluid leak (oil, transmission fluid, radiator, etc.) may not be parked within the physical boundaries of the property at any time. Any vehicle with a fluid leak will be removed from the property immediately upon written notification from management. Such a vehicle will not be allowed to be parked at the property until proof of repair of the fluid leak is provided to management. The residents on the lease are responsible for any cleaning and/or damages to the parking lot surface. The residents on the lease will reimburse the property for all costs within 30 days of receipt of an invoice.
- g. Vehicles must be parked in designated parking areas only. Any vehicle not properly parked within designated parking areas, or parked in a posted/marked "No Parking" area will be towed at the owner's expense as allowed by state and local law.
- h. Vehicles with loud mufflers or any other type of noisy mechanical attachment or defect will be removed from the property immediately upon receipt of written notification from management. The vehicle may not be returned to the property until written proof of repairs to correct the problem(s) has been provided to management.



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- i. Management is not responsible for the safety or security of your vehicle(s) or your guest's vehicle(s).
- j. Parking or driving commercial vehicles that are used by residents for work is prohibited within the boundaries of the property. Vehicles weighing more than 4,000 pounds are prohibited within the boundaries of the property except for temporary use to deliver goods or services to the property and/or residents.
- k. Vehicles may be operated on the driveways and parking lots only, and may not be driven on lawns, sidewalks, etc. Violations will result in corrective action deemed necessary by management and/or local police agencies. Vehicles in violation will be towed at the owner's expense as allowed by state and local law.

Notice (tagging) is considered properly served by posting a written notice in an obvious location (front, back, or side window) on the vehicle.

- l. Each household is allowed one parking space, which is included in the rent. Guest parking is not provided due to lack of available space.
- m. If there are posted speed limits they must be obeyed.

30. VIOLENCE AGAINST WOMEN ACT (VAWA)

The Violence Against Women Act (VAWA) and the Justice Department Reauthorization Act of 2005 protect any household member who is a victim of domestic violence, dating violence, stalking or sexual assault from being evicted or terminated from housing assistance solely based on acts of such violence against them.

A victim cannot be evicted solely because of incidents of actual or threatened domestic violence, dating violence, stalking or sexual assault which otherwise would be considered as serious or repeated violations of the lease or other "good cause." If you are a victim and receive a lease violation and/or an eviction notice, you have the right to appeal.

Management can evict the abuser and remove him/her from the lease, as a person who is a threat to the community, or who commits criminal activities - but not the victim just because s/he is a victim. VAWA allows managers to legally divide a lease to allow the abuser to be evicted while the victim and all remaining family members stay in the unit.

Written verification of domestic violence, stalking or sexual assault will be required for a tenant to receive VAWA protections. This includes naming the abuser, if known, and his/her relationship to you. You may request a HUD Victim Certification Form from management, which must be completed and returned to the office within 14 (fourteen) business days of receiving the form. Victim service providers, medical professionals, or attorneys who have counseled you as a victim can provide written verification of your status as a domestic violence victim as well. These records will be kept confidential.



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Domestic violence victims can be evicted for lease violations that are unrelated to domestic violence disturbances and victims may be evicted if it can be shown that their residency poses an actual and imminent threat to other tenants, site staff, or service providers.

31. WEAPONS, FIREARMS AND DANGEROUS OBJECTS

Residents and household and guests are prohibited from displaying firearms of any type (whether operable or inoperable) anywhere on the property.

Firearms are not permitted to be randomly shot into the air. The illegal use of any type of weapon, firearm, or dangerous object is strictly prohibited anywhere within the boundaries of the property. This includes, but is not limited to:

1. Shotguns, pistols, rifles, etc.
2. Ammunition of any type
3. Pellet guns, B.B. guns, air guns (pistols, rifles, etc.), of any type
4. Archery equipment such as bows, arrows, targets, etc.
5. Paintball guns, paint balls and any similar products
6. Any and all types of slingshots or any device used for shooting a projectile
7. All sharp edged or pointed objects (knife, sword, etc.) used with the intent to threaten, intimidate, or harm another
8. Any and all types of explosives, fireworks, and explosive chemicals
9. Any type of instrument, object, and/or material that may be deemed a weapon when used with the intent to threaten, intimidate, or harm another.

Residents may keep privately owned and licensed firearms and ammunition in locked cabinets in their apartments. Weapons, firearms, or ammunition are not allowed to be openly carried or exhibited on the property.



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I acknowledge that I have received a copy of the House Rules that have been revised effective

_____ (date)

Printed Name

Unit Number

Signature

Date

Printed Name

Unit Number

Signature

Date

Printed Name

Unit Number

Signature

Date

