



# Welcome to the Waynesville Housing Authority

- The Waynesville Housing Authority Team would like to welcome you to the housing authority.
- In this presentation, you will learn some of the rules and HUD regulations that will help you to manage your residency with the housing authority unit you have been offered.

The Administrative Office  
48 Chestnut Park Dr  
828-283-8206

- Your Housing Authority History:
- The Authority began in 1966 with a cooperative agreement with the town of Waynesville and the Housing and Urban Development. The development began offering Waynesville residents units in 1970. We have been offering safe and decent housing apartments since opening.





# LANDLORD/ TENANT LAW



## Landlord-Tenant Laws

North Carolina law says that your landlord must keep your housing fit and safe. It also says that you, the tenant, must pay your rent, keep your home clean, and not damage your home. To make the law work, both the tenant and the landlord must do their part.

### What Is Covered by the Law?

All types of housing in which people pay to live are covered:

- Houses
- Apartments
- Trailers
- Boarding houses
- Public housing

If you pay for your place by giving your landlord part of your crop, or if you pay by working for your landlord, these laws protect you, too. You do not have to have a written lease to use these laws. (These laws do not cover motel rooms unless the room is your primary residence).



- **Your landlord must:**

- Make any repairs needed to keep your place fit and safe.
- Keep the plumbing, heating, sanitary and electrical equipment in good and safe working order and provide a smoke alarm.
- If the landlord provides appliances, like a stove or a refrigerator, he or she must fix them if they break down.
- Keep the stairs, sidewalk, and areas that are used by everyone in the building in a safe condition.
- Fit and safe places should have, such as window screens, hot and cold water, door locks, and more. These laws are called the “Housing Code and HUD housing regulations.” To find out if your town or county has a Housing Code and what the Code says, call your town hall or county inspections office or contact your local HUD office.
- Inform you if he or she sells the property.
- Tell you in writing of any complaints about the way you are treating the property; and
- Leave you alone while you are living there. There are some exceptions to this rule, such as the landlord’s right to inspect the property, but generally, while you rent.

# Tenant Responsibilities

**You must:**

**Pay your rent on time.**

- Keep your place as clean and safe as you can. Get rid of the garbage in a clean and safe way. Keep the plumbing (sinks, toilet, bathtub) clean.
- Not damage your place or let anyone visiting you damage your place.  
**Remember:** If your guest damages your place, you may be responsible. Your landlord may not have to fix damages caused by you or your guest. Your landlord may bill you for the repairs.
- Give your landlord notice if you decide to move out at the end of your lease. If you have a written lease, usually the amount of notice required is stated in the lease. If not, North Carolina law states that proper notice is:
  - **120 days' notice for renewal of the annual lease. Your annual Re-Certification paperwork will need to be turned in at the same time and based on your anniversary date.**
- Notice does have to be in writing, but it is always better to write the landlord a letter, date the letter, include the date you plan to move, and keep a copy of the letter. Abiding by the rules in your lease agreement will keep you from eviction!

# RENT

- It is and always has been the responsibility of the resident to comply with all conditions and
- terms of the Lease Agreement. 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.
- **RENT AND RENT COLLECTION**
- THE AUTHORITY AND RESIDENTS MUTUALLY AGREE AND UNDERSTAND THE FOLLOWING:
  - • 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 2 of your lease.
  - • A drop box is provided at the administrative office for after-hours payments or correspondence.

# RENT

- Do not put cash in the drop-box. A 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 the material terms of the lease.
- Repeated violations of the lease will result in lease termination and eviction.
- Warrants will be filed on the 21st 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.

# RENT

- 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.
- All interim and regular reporting requirements remain in effect when an eviction/legal action/termination is pending. For example, if a resident gets a new job while an eviction action is pending, the resident is required to report and provide documentation of this change to WHA. Upon conclusion of the pending action, WHA will process all applicable rent changes according to the policy.
- **LATE FEE:** If you receive Social Security on a date later than the 7<sup>th</sup>, please let your manager know and he can work with you about adding a late fee. The same fees apply when you pay your rent late.

\$5.00 charge on the 7th day of the month and \$1.00 per day after that up to the maximum of \$15.00 in any month failure to pay on the 6th calendar day of the month shall result in the assessment of a \$15.00 late charge.

PROLETARIAT  
AND  
PEASANT  
POLITICAL  
PARTY



# THE LEAD DISCLOSURE RULE



**Protect  
Your  
Family  
From  
Lead in  
Your  
Home**



- Congress passed the Residential Lead-Based Paint Hazard Reduction Act of 1992, also known as Title X, to protect families from exposure to lead from paint, dust, and soil. Section 1018 of this law directed HUD and EPA to require the disclosure of known information on lead-based paint and lead-based paint hazards before the sale or lease of most housing built before 1978.



# Protect Your Family From Lead in Your Home



- What is Required?
- Before ratification of a contract for housing sale or lease, sellers and landlords must:
  - Give an EPA-approved information pamphlet on identifying and controlling lead-based paint hazards ("Protect Your Family From Lead In Your Home" pamphlet, currently available in English, Spanish, Vietnamese, Russian, Arabic, and Somali).
  - Disclose any known information concerning lead-based paint or lead-based paint hazards. The seller or landlord must also disclose information such as the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces.
  - Provide any records and reports on lead-based paint and/or lead-based paint hazards which are available to the seller or landlord (for multi-unit buildings, this requirement includes records and reports concerning common areas and other units, when such information was obtained as a result of a building-wide evaluation).
  - Include an attachment to the contract or lease (or language inserted in the lease itself) which includes a Lead Warning Statement and confirms that the seller or landlord has complied with all notification requirements. This attachment is to be provided in the same language used in the rest of the contract. Sellers or landlords, and agents, as well as homebuyers or tenants, must sign and date the attachment.
  - Sellers must provide homebuyers a 10-day period to conduct a paint inspection or risk assessment for lead-based paint or lead-based paint hazards. Parties may mutually agree, in writing, to lengthen or shorten the time period for inspection. Homebuyers may waive this inspection opportunity.



# Protect Your Family From Lead in Your Home



- **Types of Housing Covered?**
- Most private housing, public housing, Federally owned housing, and housing receiving Federal assistance are affected by this rule.
- **Effective Dates**
- The regulations became effective on September 6, 1996, for transactions involving owners of more than 4 residential dwellings and on December 6, 1996, for transactions involving owners of 1 to 4 residential dwellings.
- **Recordkeeping**
- Sellers and lessors must retain a copy of the disclosures for no less than three years from the date of sale or the date the leasing period begins.
- **What Can You Do?**
- If you did not receive the Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards form when you bought or leased pre-1978 housing, contact **1-800-424-LEAD (5323)**.

## COMMUNITY SERVICE AND SELF-SUFFICIENCY POLICY

- **The Quality Housing and Work Responsibility Act of 1998** requires that all nonexempt public housing adult residents (18 or older) contribute eight (8) hours per month of community service (volunteer work) or participate in eight (8) hours of training, counseling, classes or other activities that help an individual toward self-sufficiency and economic independence. This is a requirement of the public housing lease.
- **Community service activities** include, but are not limited to, work at:
  - Local public or nonprofit institutions such as schools, head start programs, before or after school programs, childcare centers, hospitals, clinics, hospices, nursing homes, recreation centers, senior centers, adult day care programs, homeless shelters, feeding programs, food banks (distributing either donated or commodity foods), or clothes closets (distributing donated clothing)
  - Nonprofit organizations serving PHA residents or their children such as: Boy or Girl Scouts, Boys or Girls Club, 4-H clubs, Police Assistance League (PAL), organized children's recreation, mentoring or education programs, Big Brothers or Big Sisters, garden centers, community clean-up programs, beautification programs.
  - Programs funded under the Older Americans Act, such as Green Thumb, Service Corps of Retired Executives, senior meals programs, senior centers, Meals on Wheels



Community Service

## COMMUNITY SERVICE AND SELF-SUFFICIENCY POLICY

- Public or nonprofit organizations dedicated to seniors, youth, children, residents, citizens,
- special-needs populations or with missions to enhance the environment, historic resources,
- cultural identities, neighborhoods, or performing arts
- PHA housing to improve grounds or provide gardens (so long as such work does not alter the
- PHA's insurance coverage); or work through resident organizations to help other residents
- with problems, including serving on the Resident Advisory Board
- Care for the children of other residents so parents may volunteer

**Note:** Political activity is excluded.



## COMMUNITY SERVICE AND SELF-SUFFICIENCY POLICY

- **Exempt Adult** – an adult member of the family who meets any of the following criteria:
  - Is 62 years of age or older. Disabled persons as designated by Social Security disability.
  - **Work Activities** – as it relates to an exemption from the community service requirement. Employed members of the family.
  - Any family member under the age of 18 years old.



## COMMUNITY SERVICE AND SELF-SUFFICIENCY POLICY

**Self-Sufficiency Activities** – self-sufficiency activities include, but are not limited to:

Job readiness or job training

Training programs through local one-stop career centers, workforce investment boards (local entities administered through the U.S. Department of Labor), or other training providers

Employment counseling, work placement, or basic skills training

Education, including higher education (junior college or college), or reading, financial, or computer literacy classes

Apprenticeships (formal or informal)

English proficiency or English as a second language classes

Budgeting and credit counseling

Any other program necessary to ready a participant to work (such as substance abuse or mental health counseling)



## Smoke-Free Complex

- Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of
  - Tenant households have been designated as a smoking-free living environment. Tenant and members of Tenant's
- The household shall not smoke anywhere in the unit rented by Tenant, or the building where the Tenant's dwelling is located
  - Or in or on Waynesville Housing Authority property including any of the common areas such as the stairwells, patios,
  - Playgrounds, laundry rooms, office, parking lot, and a community room of the rental community, nor shall Tenant permit
  - Any guests or visitors under the control of the Tenant to do so. Any deviation from the smoking-free policy by any tenant,
    - A member of their household, or their guest will be considered a violation of the lease.



- **Resident Hazard Policy**

- Any resident willingly removing the battery from a smoke detector, tampering with a smoke detector making it inoperable or removing a smoke detector from a WHA unit is creating a hazard. Knowingly creating a hazard is a violation of the lease agreement between WHA and the resident. These violations are serious and will result in the following corrective actions by management:

- First Offense: \$50 fine
- Second Offense: \$100 fine and a lease termination warning letter
- Third Offense: Termination of lease



- Any resident tampering with or attempting to repair any electrical device or equipment in a WHA unit is creating a hazard. This includes hot water heaters, room heaters, appliances, etc.
- Knowingly creating a hazard is a violation of the lease agreement between WHA and the resident. These violations are serious and will result in the following corrective actions by management:
  - First Offense: Resident will be billed for any additional labor or material necessary to repair any resident damage created during their tampering or repair, and a \$50 fine.
  - Second Offense: Resident will be billed for any additional labor or material necessary to repair any residents damage created during their tampering or repair, and a \$100 fine, and a lease termination warning letter.
  - Third Offence: Termination of lease.



- The following persons have been banned from ALL Waynesville Housing Authority properties, including, but not limited to the WHA Tower at Church Street; Ninevah properties at Polaris Place, Chatham Street, Davis Cove Road, Oakdale Road, and Country Club Drive; Chestnut Park property at Chestnut Park Drive, Dellwood Road, and Love Lane; Pigeon Street property at Pigeon Street, Craven Road, and Babb Street; & Boyd Avenue property at Boyd Avenue, Killian Street, and Brown Avenue:

**NO  
TRESPASSING**

\*Adams, Samuel \*Aldridge, \*Sally Ann Allen, \*Jordan Ball, \*Dakota Bankhead, \*Wilorver Beck, \*Allan Brooks, \*Scott Aaron Caldwell, \*Jessica Carver,  
\*Brenda Carver, \*Brandon Carver, \*Ricky Clark, \*Amber Coffman, \*Ernest Conrad, \*James S Davis, \*Nathaniel Downs, \*Tony Dunn, \*Sherry Ewart, \*Joseph Felts, \*Evan Felts, \*Isiah D Felts, \*Zachary Folks, \*Paul Forney, \*Junior Frizzell, \*Aletha \*Rich Gaddis, \*Candace Galloway, \*Lanta Gignilliat, \*Jeremy Gladden, \*Gary \*Godbee, \*Andrew Jr Godbee, \*Andrew Sr Green, \*Anthony Gregory, \*Edward D \*Gregory, \*Johnny W Gregory, \*Timothy D Guffey, \*Julie Hensley, \*Daniel Hoeper, \*Crystal Howell, \*Clinton Jacobs, \*Joseph Johnson, \*Daniel Jones, \*Jonathan Jones, \*Christy Kenny, \*Kevin Kincaid, \*Harley Kincaid, \*Lillian King, \*Elijah Knight, \*Jessie Ledford, \*Brad London, \*Brandon Luther, \*Pasty D Mascarenas, \*Michael \*Mathis, \*Mica Mauck, \*Christopher L Mauck, \*Terry Lee Mays, \*Danielle \*McCullough, \*Clay Medley, \*Jeffery W Moody III, \*William P Moore, \*Marcus \*Lee Moore, \*Marsha Mosley, \*Anthony Pace, \*Tucker Panther, \*Walter Parlar, \*Josh Parton, \*Tim Rameriz, \*Melissa Ray, \*Jimmy Riddle, \*Josh Rivera, \*Hector Seagraves, \*Josh Seckman, \*Jeremiah Shelton, \*Earl Shelton, \*Lonnie Singleton, \*Tiffany Smith, \*Melvin Snyder, \*Evelyn J Stamey, \*Kristy Standifer, \*Daniel R Stephens, \*Donna Strickland, \*John Strickland, \*Scottie A Tanguy, \*Brooklyn Tanguy, \*Leah Watts, \*Lacy Wallace, \*Brandy Webb, \*Allison Webb, \*John P Webb, \*Kenneth B West, \*Calem Mack Wilker, \*Brandy N Williams, \*Xavier Wilson, \*Kenneth B Woodall, \*Daniel Woodall, \*Randall Vecchio, \*Joseph Lee

**NO  
TRESPASSING**

These individuals have been trespass-warned by the Waynesville Police Department and WHA management; Their arrest has been authorized by the WHA Administration. These individuals will be charged with trespassing if seen on WHA property at any time. Management will provide transportation for any witness to the Haywood County Magistrate's office, where warrants will be taken out for individuals trespassing. All residents should be aware of the Banned List/No Trespassing List. Residents are responsible for all individuals they allow in their unit and the actions of those individuals. Residents are subject to all lease regulations. Allowing any of these individuals on WHA property at any time is a violation of your lease. Lease violations will lead to lease terminations per policy and lease provisions. You can request a copy of the list by asking your property manager. If you have any questions, please contact the office at 828-456-6377.

**NO  
TRESPASSING**

- Hoverboards are banned from the Housing Authority.
- Due to the fire hazard the Hoverboards cause no hoverboard may be
- on Housing Authority property. If a fire is caused due to a malfunctioning Hoverboard then the tenant will be charged for the damage as well as be in violation of the lease which could further lead to eviction.

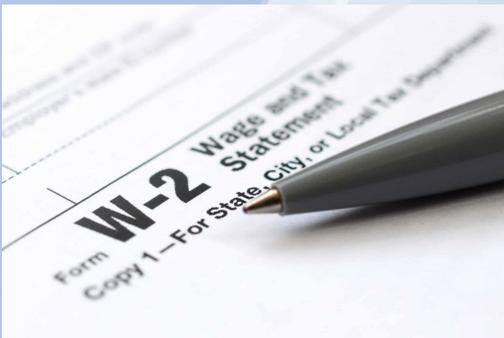
**BREAKING NEWS**

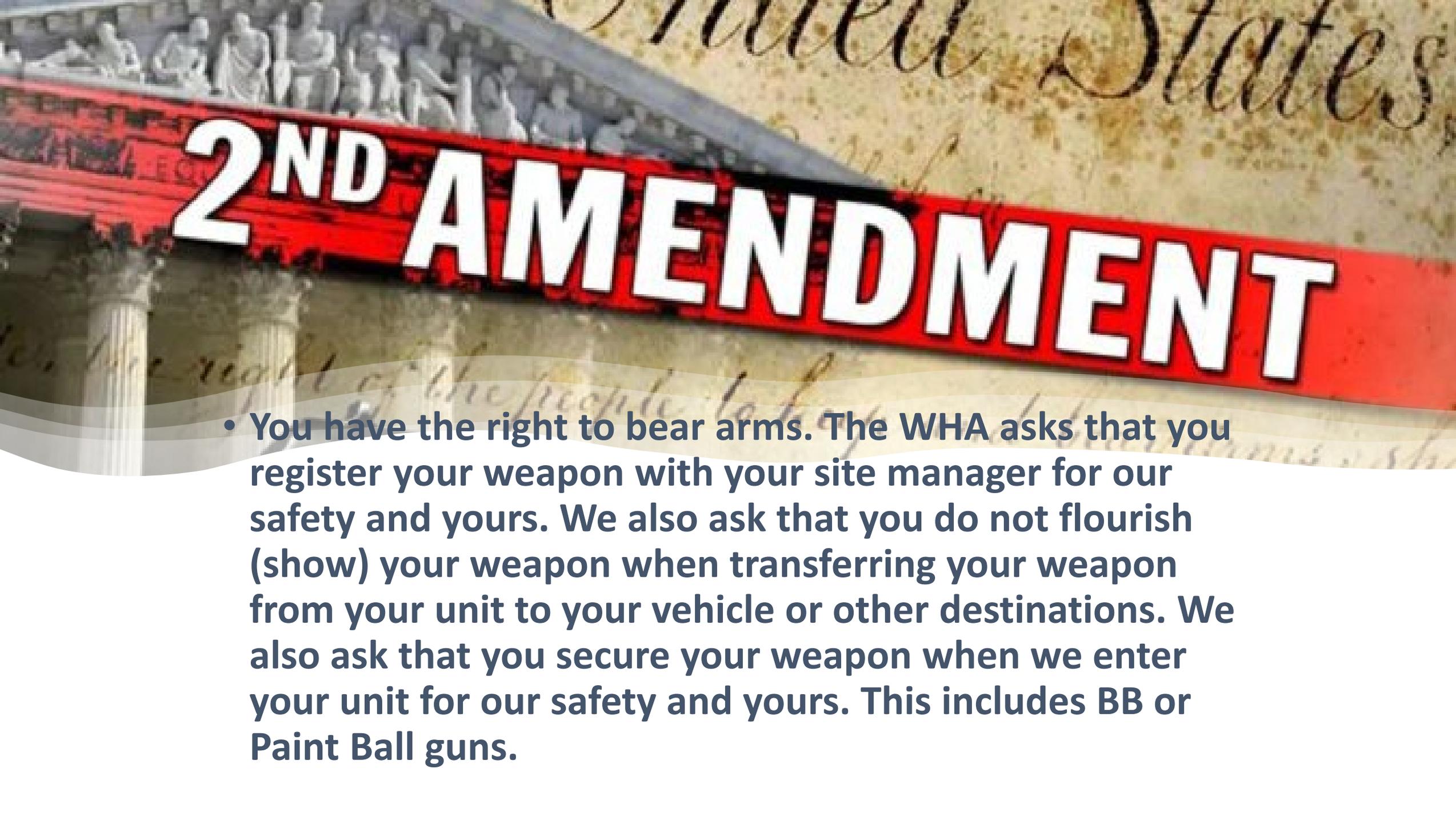
**EVIL BOARD EXPLODES**

CYBERLINK



- What you will need before you are able to move into the unit you are offered:
  - Birth Certificate for Each Member of the tenants that will live in the unit with you.
  - Social Security Cards for Each Member of the tenants that will live in the unit with you.
  - State Identification for Each member over 16 years of age that will live in the unit with you.
  - Income Award Letter such as Social Security, Unemployment, Wage Verification, and Child Support on every person who receives income that will live in the unit with you.
  - IF YOU HAVE ANY QUESTIONS, TALK TO YOUR PROPERTY MANAGER.





# 2ND AMENDMENT

- You have the right to bear arms. The WHA asks that you register your weapon with your site manager for our safety and yours. We also ask that you do not flourish (show) your weapon when transferring your weapon from your unit to your vehicle or other destinations. We also ask that you secure your weapon when we enter your unit for our safety and yours. This includes BB or Paint Ball guns.



- The emergency maintenance phone number is

**828-734-2783**

- What is an emergency?
- Your unit flooding with water or on fire
- Anything life-threatening problem to you or your family or other members of your unit: call 911. Call the emergency pager for unit emergencies.
  
- What is NOT an emergency:
- Replacing a light bulb
- Any maintenance repair that can be done on the next regular business day.
  
- Questions about repairs or what constitutes an Emergency in your unit:
- **TALK TO YOUR MANAGER!!**



- **If there is any type of fire out of control in your unit call**

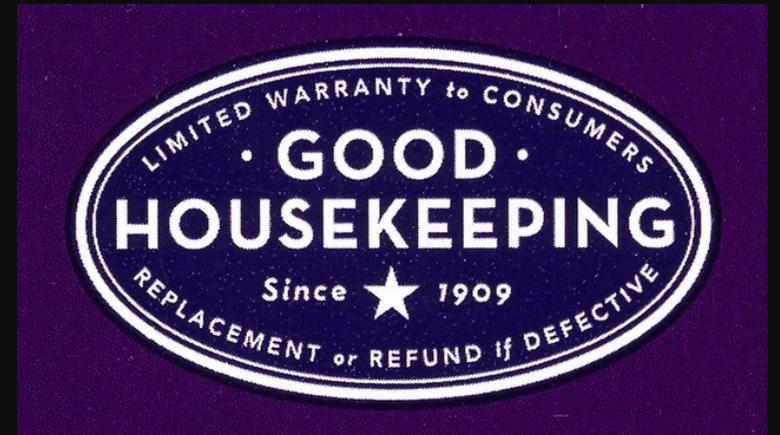
**911**

- **The WHA provides one set of mini-blinds for your unit. If the mini-blinds are destroyed, you will be charged to replace them.**
- **If you lock yourself out of the unit after regular working hours, you will be charged maintenance charges.**
- **If you have questions, TALK TO YOUR PROPERTY MANAGER.**



- **You can request a copy of the maintenance charges that you will be billed for if the repair is beyond normal wear and tear.**
- **The maintenance team and the property manager will determine what is beyond normal wear and tear.**
- **If you have questions about charges for maintenance that has been done to your unit. TALK TO YOUR PROPERTY MANAGER.**
- **If you are not able to pay the full amount of the maintenance charge, you can request a repayment agreement that you can afford. TALK TO YOUR PROPERTY MANAGER.**

- The WHA team would like to express to you that we want your unit to be your home.
- Good housekeeping will help you to help the team to maintain a clean and decent home for you and your family to reside.
- You will be advised where to take your trash and debris. You will want to read the signs posted on the dumpster near your home for debris that is accepted by the trash pick-up service.
- You are not allowed to pile up trash anywhere in or outside of your unit.
- You will be charged by the property manager if the maintenance staff has been directed to remove any garbage from around your unit!!
- **IF YOU HAVE QUESTIONS, TALK TO YOUR PROPERTY MANAGER!!**





- HUD has specific regulations about blocking windows and doors. Both back door and front door. Tenants cannot place any furniture in front of an exit location such as windows or any doors. Please keep this in mind when you are arranging your furniture in your new unit.
- You are only allowed to have patio furniture on your front or back patio. You are not allowed to have regular home furniture on the outside or your unit.
- **IF YOU HAVE QUESTIONS, TALK TO YOUR PROPERTY MANAGER!!**



## **Cleaning and caring for your unit floors.**

The 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. This includes in the common areas and hallways.

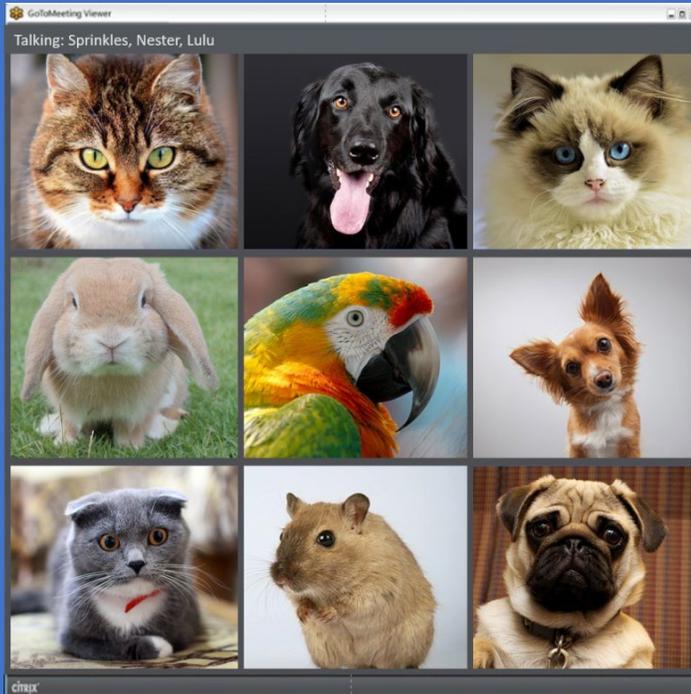
Always use floor pads under bed rails and other furnishings that may have the potential to damage the floor tiles.

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.

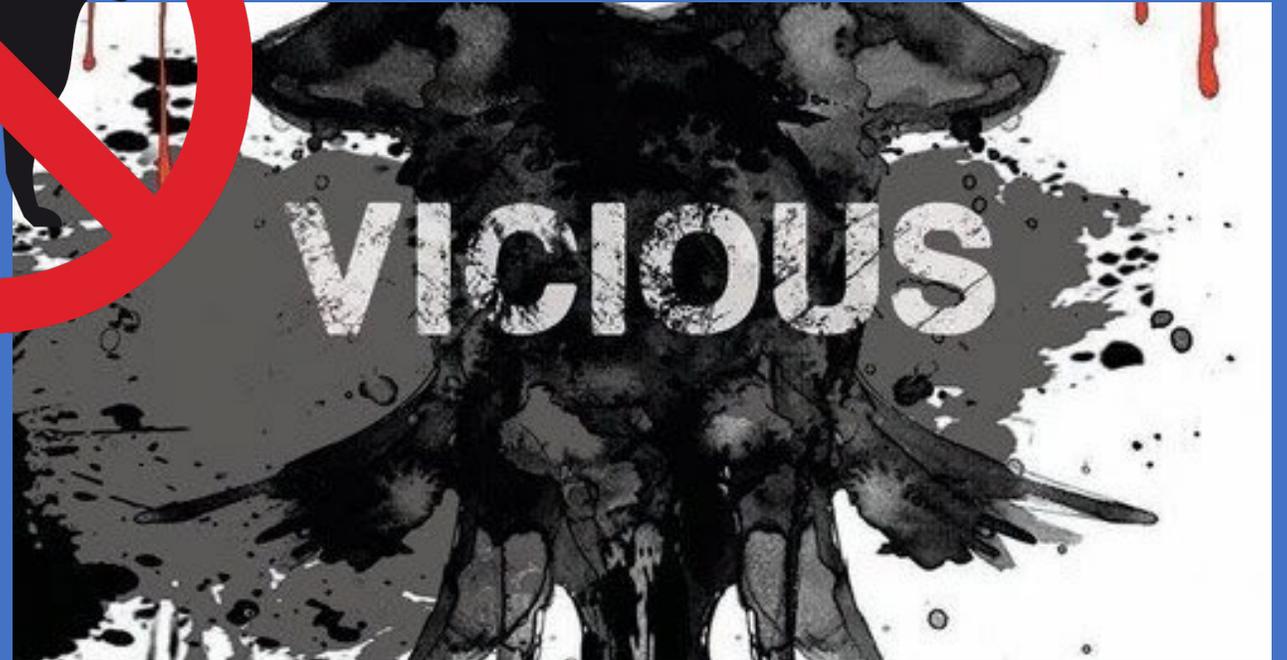
- Your unit will be inspected when you move in.
- Every quarter –January, April, July, October-you will receive notice of the inspection AT LEAST 48 hours before the inspection is scheduled.
- Annually-Pre-REAC inspection.
- And By-Annually HUD’s REAC inspection
- At move-out. You will be notified, and you can request to be present during the move-out inspection.
- If you leave the unit clean without trash and debris and normal wear and tear, you will not be charged for move-out charges.
- If the unit must be cleaned or above normal wear and tear is found during the move-out inspection-you will be charged according to the maintenance move-out charges.



# PETS



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The following animals are **not permitted:**

**Any animal whose adult weight will exceed 25 pounds**

**Dogs of the pit bull, rottweiler, chow, or boxer breeds**

**Ferrets or other animals whose natural protective mechanisms pose a risk to small children of serious bites or lacerations**

**Any animal not permitted under state or local law or housing codes.**

- The PHA cannot require proof of training or certification for a service animal, even if the disability and/or tasks performed are not readily apparent. If the disability and/or tasks performed are not readily apparent, no further inquiries may be made.

- PHAs may only deny a request for a service animal in limited circumstances:

- The animal is out of control and the handler does not take effective action to control it
- The animal is not housebroken, or
- The animal poses a direct threat to health or safety that cannot be eliminated or reduced by a reasonable modification and approval of the Executive Director
- *Common household pet* means a domesticated animal, such as a **dog, cat, bird, or fish** that is traditionally recognized as a companion animal and is kept in the home for pleasure rather than commercial purposes.



- The following animals are not considered common household pets:
  - Reptiles
  - Rodents
  - Insects
  - Arachnids
  - Wild animals or feral animals
  - Pot-bellied pigs
  - Animals used for commercial breeding
  - Animals over 25 lbs.

Residents may own a maximum of 2 pets, only 1 of which may be a dog.

In the case of fish, residents may keep no more than can be maintained in a safe and healthy manner in a tank holding up to 10 gallons. Such a tank or aquarium will be counted as 1 pet.



Dogs and cats must be spayed or neutered at the time of registration or, in the case of underage animals, within 30 days of the pet reaching 6 months of age. Exceptions may be made upon veterinary certification that subjecting this particular pet to the procedure would be temporarily or permanently medically unsafe or unnecessary.

Pets must be licensed in accordance with state or local law. Residents must provide proof of licensing and pictures at the time of registration and annually, in conjunction with the resident's annual reexamination.

Pets must be maintained within the resident's unit. When outside of the unit (within the building or on the grounds) dogs and cats must be kept on a leash or carried. They must be under the control of the resident or other responsible individual at all times.

Pets other than dogs or cats must be kept in a cage or carrier when outside of the unit.

Pets are not permitted in common areas including lobbies, community rooms and laundry areas except for those common areas which are entrances to and exits from the building.

Pet owners are not permitted to exercise pets or permit pets to deposit waste on project premises outside of the areas designated for such purposes.



The pet owner shall be responsible for the removal of waste from the exercise area by placing it in a sealed plastic bag and disposing of it in a container.

The pet owner shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain the unit in a sanitary condition at all times.

Litter box requirements:

Pet owners must promptly dispose of waste from litter boxes and must maintain litter boxes in a sanitary manner.

Litter shall not be disposed of by being flushed through a toilet or a sink drain.

Litter boxes shall be kept inside the resident's dwelling unit.

\*\*A separate pet waste removal charge of \$10.00 per occurrence will be assessed against pet owners who fail to remove pet waste in accordance with this policy.

Notices of pet waste removal charges will be in accordance with requirements regarding notices of adverse action. Charges are due and payable 14 calendar days after billing. If the family requests a grievance hearing within the required timeframe, the PHA may not take action for nonpayment of the charge until the conclusion of the grievance process.

Charges for pet waste removal are not part of the rent payable by the resident.

Pet owners must agree to control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

The pet owner will be required to designate two responsible parties for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet.

A resident who cares for another resident's pet must notify the PHA and sign a statement that they agree to abide by all of the pet rules.



## Payment of Deposit

The PHA may require tenants who own or keep pets in their units to pay a refundable pet deposit. This deposit is in addition to any other financial obligation generally imposed on tenants of the project [24 CFR 5.318(d)(1)].

The maximum amount of pet deposit that may be charged by a PHA on a per dwelling unit

### PHA Policy

Pet owners are required to pay a pet deposit in addition to any other required deposits. The amount of the deposit is \$200.00 per pet and can be paid in payments with a signed repayment agreement, the first payment must be paid before the pet is brought on the premises.



## Refund of Deposit [24 CFR 5.318(d)(1)]

The PHA may use the pet deposit only to pay reasonable expenses directly attributable to the presence of the pet, including (but not limited to) the costs of repairs and replacements to, and fumigation of, the tenant's dwelling unit. The PHA must refund the unused portion of the pet deposit to the tenant within 30 days after the tenant moves from the project or the pet no longer resides in the unit.

### PHA Policy

The PHA will refund the pet deposit to the resident, less the costs of any damages caused by the pet to the dwelling unit, within 30 days of move-out or removal of the pet from the unit.

The resident will be billed for any amount that exceeds the pet deposit.

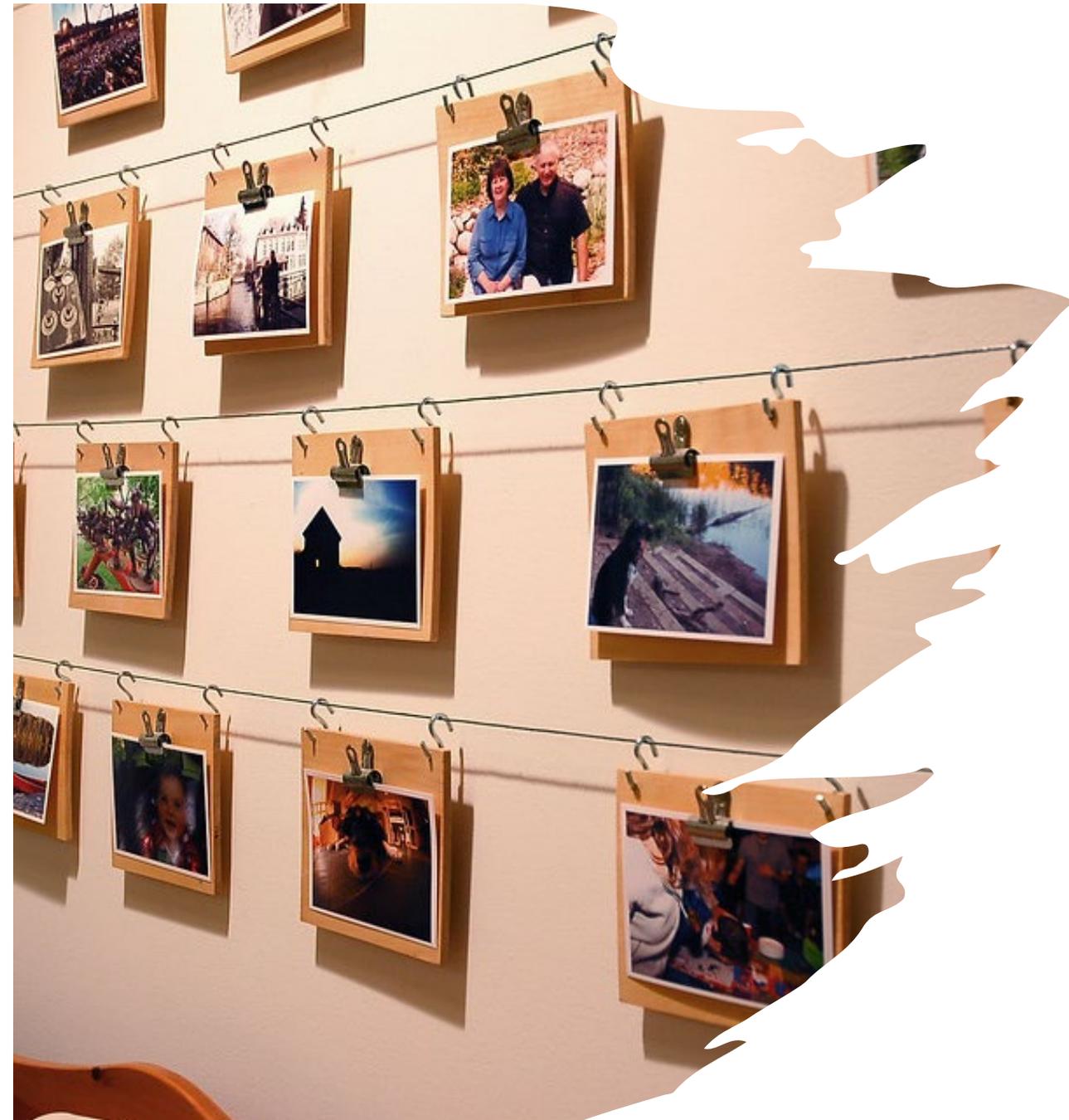
The PHA will provide the resident with a written list of any charges against the pet deposit within 10 business days of the move-out inspection. If the resident disagrees with the amount charged to the pet deposit, the PHA will provide a meeting to discuss the charges.

Copies of the pet policy can be requested through your manager.



#### **SATELLITE AND CABLE – Low Income only**

- Additional phone or cable jacks, as well as satellite dishes, can be installed in the apartment. Radio or Television antennas shall not be installed on the roof or exterior of the buildings.
- One hole may be drilled into the unit for only one transmission line. The transmission line must go through the attic and be fished down an interior wall.
- Damage should be kept to a minimum, and the resident is responsible for all costs. The dish must be mounted on a pole, not the unit. It must be in the yard and high enough for mowers to mow under.



## • 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.
- • 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.
- If the unit is damaged, you will be charged for damages above and beyond normal wear and tear. If you have questions,
- **TALK TO YOUR PROPERTY MANAGER.**

- **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. The gas should be turned OFF at the tank when the grill is not in use.

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The gas tank should remain in the grill at all times and NOT stored separately, 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.



- **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 resident's file.





## • **CHILD SUPERVISION**

- • 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.**

- **FRONT AND REAR PORCHES**

- Porches should be well organized and neat. They should not have the appearance of being 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 workout 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.
- No fire pits or large items that will cover multiple tenants’ yards are allowed at WHA.

Yard sales are **NOT** permitted on the premises unless approved by the Executive Director.



## • PEST CONTROL AND EXTERMINATION

- The Waynesville 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.
- Procedures are as follows:
  - 1. At the present time, the Waynesville Housing Authority chooses to contract with an outside pest control contractor for the control of most apartment pests. 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 as needed and all apartments 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 WHA 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 The 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.



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- **VEHICLE REPAIRS**

- There shall be no maintenance or repairs performed on any vehicle on the premises.
- This includes, but is not limited to, jacking up a vehicle, changing the 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**

- The resident agrees to abide by the parking regulations established by management.
- a. General Population (The Towers): There are no assigned standard parking spaces as general parking are first come, first serve.
- b. General Population (Low Income): There are assigned parking spaces for all units. The spots are designated by unit number. Parking for visitors is designated by VP in the parking space.
- c. 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.
- d. Motorcycles and Mopeds must be parked in a single parking space and chained to the provided rack, not on the porch, grass, or sidewalk.
- e. Due to the limited number of parking spaces available in communities, each household will be allowed one (1) vehicle. Households with more than one vehicle must find parking elsewhere for the additional vehicles.

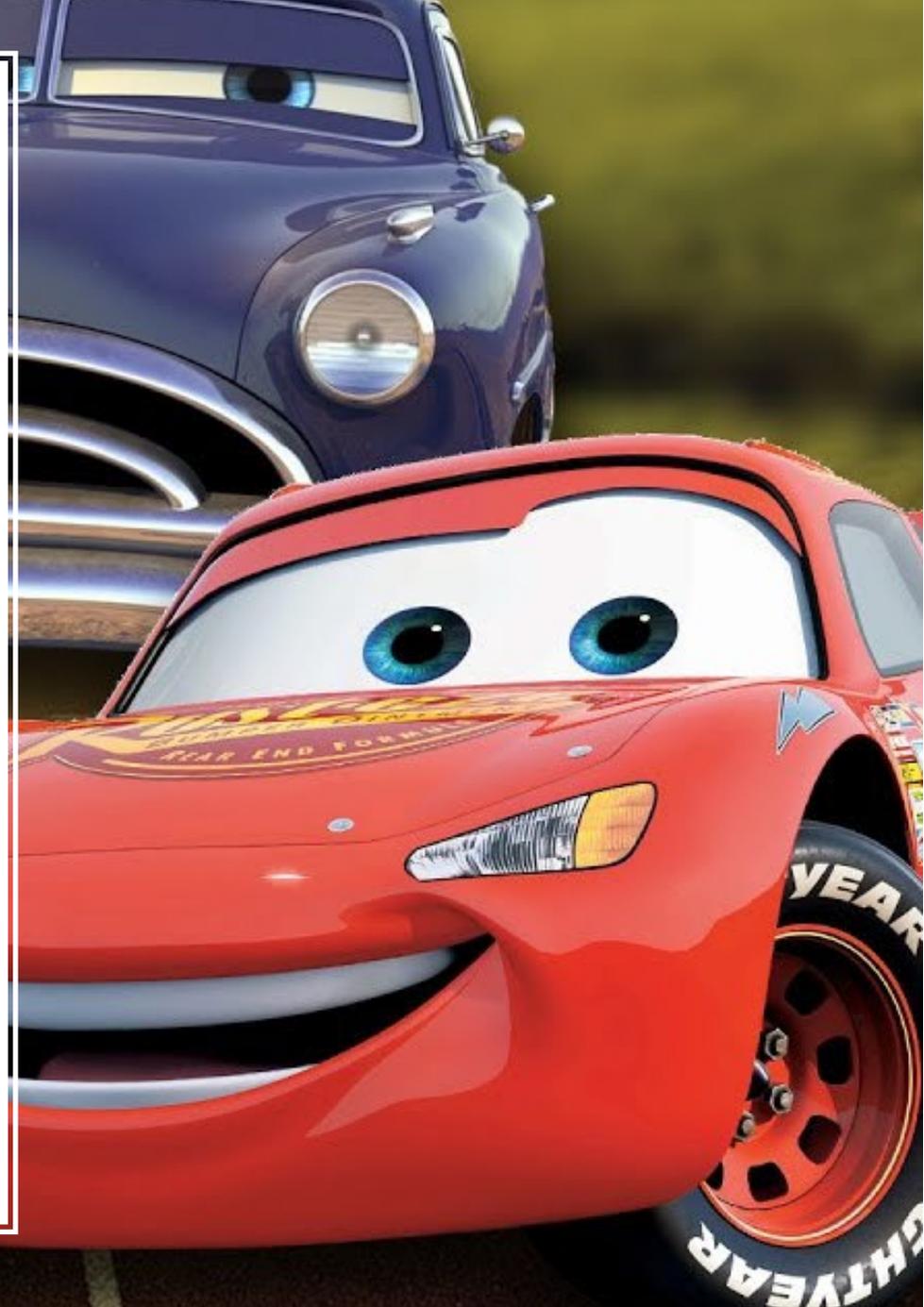


## Vehicles cont.

- f. Non-operational vehicles are not permitted on premises. Any such vehicle may be removed by management at the expense of the resident or owner.
- g. All vehicles must have inflated tires and current license plates. No vulgar or offensive stickers, tags, or other displays shall be allowed on any vehicle.
- h. Household members and guests are not permitted to play or congregate in parking lots or other common areas with vehicular traffic that will obstruct or interfere with resident's/household members' access to their units. This also includes the creek area for Low Income.
- i. 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.
- j. Any vehicle that is parked illegally (including but not limited to vehicles in a right-of-way or fire lane), abandoned, considered junk or nuisance vehicles, not registered, insured, or displaying a valid inspection sticker and insurance, or parked in another residents spot will be towed at the owner's expense.
- k. Unauthorized and/or improperly parked vehicles are subject to removal by towing at the owner's expense.

## Gas and/or Battery Powered Recreational Vehicles

Some motorcycles, 4-wheelers, golf carts, and other ATVs 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.





## **Right to a Hearing**

Upon the filing of a written request as provided herein, a complaint shall be entitled to a hearing before the Hearing Panel/Hearing Official.

**You can also request a copy of the Grievance Policy from your manager.**



## **Procedure Prior to Hearing**

Any grievance or complaint must be personally presented, if possible, to the WHA office or management office of the project so that the grievance may be informally discussed and settled without a hearing. The grievance or The complaint must be signed by the complainant and filled in the office by him/her or his/her representative within a reasonable time, not in excess of 5 days of the WHA action or failure to act which is the basis for the grievance. It may simply state, but shall specify;

- (1) the particular grounds upon which it is based; and
- (2) the action requested.

A copy of the complaint shall be retained by the complainant and a copy shall be filed with the WHA. All complaints and/or complaints must be date stamped at the time of receipt by the WHA.

An answer in writing to each complainant, dated and signed by the Executive Director, or another appropriate official, shall be delivered or mailed to the Complainant within five (5) working days. A copy of the answer shall be filed With the complaint in the appropriate project office. The answer shall specify: The proposed disposition of the complaint and the specific reasons Therefore;

The right of the complainant to a hearing; and  
The procedure by which a hearing may be obtained.

If the complainant is dissatisfied, with the proposed disposition of his/her The complaint, as stated in the Housing Authority Official Answer, he/she may submit a written request within 5 days, to the WHA office, for a hearing. This A written request for a hearing must be date stamped and filed in the appropriate WHA office along with the complaint and answer.

The Hearing Panel shall be advised promptly of the request by the appropriate WHA official; shall schedule the hearing as promptly as possible for a date, time, and place reasonably convenient to the complainant, and shall inform the complainant thereof in writing.

If the complainant does not request a hearing within the time period allowed As stated above, he waives his right to the hearing, and the WHA's proposed disposition of the grievance will become final.

If the dispute is over the amount of rent or other charges which the WHA claims is due, the complainant, at the time the request for a hearing is submitted, shall deposit the amount in an escrow account pending settlement of the dispute by the Hearing Panel. If the complainant fails to do so, the complainant waives his right to the hearing.

- **You will need to sign a form stating you have watched this presentation and agree to the terms of the policies and lease agreement.**
- **You will also need to sign your lease agreement.**
- **HUDs mandated forms**
- **Release of Information form #9886.**
- **Rent Certification Form.**
- **Violence Against Women's Act form #5380**
- **HUDs Debts Owed to Public Housing Agencies Termination Form #52675**
- **Refusal to sign these forms or the lease will result in forfeiture of the unit for non-compliance.**

Agree

