

MODEL LEASE FOR SUBSIDIZED PROGRAMS

1. Parties and Dwelling Unit: The parties to this Agreement are ^(A) Delaney Heights, referred to as the Landlord, and _____, referred to as the Tenant. The Landlord leases to the Tenant(S) unit number ^(C) _____, located at _____, AVON PARK, FLORIDA 33825 in the project known as ^(B) Avon Park Housing Authority AKA - Lakeside Park and Delaney Heights Properties.

2. Length of Time (Term): The initial term of this Agreement shall begin on ^(F) _____ and end on ^(G) _____. After the initial term ends, the Agreement will continue for successive terms of one ^(H) YEAR each unless automatically terminated as permitted by paragraph 23 of this Agreement.

3. Rent: The Tenant agrees to pay \$^(I) _____ for the partial month ending on ^(J) _____. After that, Tenant agrees to pay a rent of \$^(K) _____ per month. This amount is due on the ^(L) _____ day of the month at ^(M) _____.

The Tenant understands that this monthly rent is less than the market (unsubsidized) rent due on this unit. This lower rent is available either because the mortgage on this project is subsidized by the Department of Housing and Urban Development (HUD) and/or because HUD makes monthly payments to the Landlord on behalf of the Tenant. The amount, if any, that HUD makes available monthly on behalf of the Tenant is called the tenant assistance payment and is shown on the "Assistance Payment" line of the Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures form which is Attachment No. 1 to this Agreement.

4. Changes in the Tenant's Share of the Rent: The Tenant agrees that the amount of rent the Tenant pays and/or the amount of assistance that HUD pays on behalf of the Tenant may be changed during the term of this Agreement if:
- a. HUD or the Contract Administrator (such as a Public Housing Agency) determines, in accordance with HUD procedures, that an increase in rents is needed;
 - b. HUD or the Contract Administrator changes any allowance for utilities or services considered in computing the Tenant's share of the rent;
 - c. the income, the number of persons in the Tenant's household or other factors considered in calculating the Tenant's rent change and HUD procedures provide that the Tenant's rent or assistance payment be adjusted to reflect the change;

- d. changes in the Tenant's rent or assistance payment are required by HUD's recertification or subsidy termination procedures
- e. HUD's procedures for computing the Tenant's assistance payment or rent change; or
- f. the Tenant fails to provide information on his/her income, family composition or other factors as required by the Landlord.

The Landlord agrees to implement changes in the Tenant's rent or tenant assistance payment only in accordance with the time frames and administrative procedures set forth in HUD's handbooks, instructions and regulations related to administration of multifamily subsidy programs. The Landlord agrees to give the Tenant at least 30 days advance written notice of any increase in the Tenant's rent except as noted in paragraphs 11, 15 or 17. The Notice will state the new amount the Tenant is required to pay, the date the new amount is effective, and the reasons for the change in rent. The Notice will also advise the Tenant that he/she may meet with the Landlord to discuss the rent change.

- 5. Charges for Late Payments and Returned Checks: If the Tenant does not pay the full amount of the rent shown in paragraph 3 by the end of the 5th day of the month, the Landlord may collect a fee of \$5 on the 6th day of the month. Thereafter, the Landlord may collect \$1 for each additional day the rent remains unpaid during the month it is due. The Landlord may not terminate this Agreement for failure to pay late charges, but may terminate this Agreement for non-payment of rent, as explained in paragraph 23. The Landlord may collect a fee of ^(N) 30.00 on the second or any additional time a check is not honored for payment (bounces). The charges discussed in this paragraph are in addition to the regular monthly rent payable by the Tenant.
- 6. Condition of Dwelling Unit By signing this Agreement, the Tenant acknowledges that the unit is safe, clean and in good condition. The Tenant agrees that all Appliances and equipment in the unit are in good working order, except as described on the Unit Inspection Report which is Attachment No. 2 to this Agreement. The Tenant also agrees that the Landlord has made no promises to decorate, alter, repair or improve the unit, except as listed on the Unit Inspection Report.
- 7. Charges for Utilities and Services: The following charts describe how the cost of utilities and services related to occupancy of the unit will be paid. The Tenant agrees

that these charts accurately describe the utilities and services paid by the Landlord and those paid by the Tenant.

- a. The Tenant must pay for the utilities in column (1). Payments should be made directly to the appropriate utility company. The items in column (2) are included in the Tenant's rent.

(1)	Type of Utility	(2)
Put "x" by any Utility Tenant pays directly		Put "x" by any Utility Included in Tenant Rent
(0) _____ X	Heat	(0) _____
X	Lights, Electric	_____
X	Cooking	_____
_____	Water	_____
_____	Other (Specify. _____)	_____
_____	_____	_____
_____	_____	_____

- b. The Tenant agrees to pay the Landlord the amount shown in column (3) on the date the rent is due. The Landlord certifies that HUD had authorized him/her to collect the type of charges shown in column (3) and that the amounts shown in column (3) do not exceed the amounts authorized by HUD.

(3)	Show \$ Amount Tenant Pays to Landlord in Addition to Rent
Parking	(0) \$ _____
Other (Specify.)	\$ _____
_____	\$ _____
_____	\$ _____

8. Security Deposits: The Tenant has deposited \$ ^(P)150.00 with the Landlord. The Landlord will hold this security deposit for the period the Tenant occupies the unit. After the Tenant has moved from the unit, the Landlord will determine whether the Tenant is eligible for a refund of any or all of the security deposit. The amount of the refund will be determined in accordance with the following conditions and procedures.

- a. The Tenant will be eligible for a refund of the security deposit only if the Tenant provided the Landlord with the 30-day written notice of intent to move required by paragraph 23, unless the Tenant was unable to give the notice for reasons beyond his/her control.

- b. After the Tenant has moved from the unit, the Landlord will inspect the unit and complete another Unit Inspection Report. The Landlord will permit the Tenant to participate in the inspection, if the Tenant so requests.
- b. The Landlord will refund to the Tenant the amount of the security deposit plus interest computed at ⁽²⁾ 0%, beginning ^(R) N/A, less any amount needed to pay the cost of:
- (1) unpaid rent;
 - (2) damages that are not due to normal wear and tear and are not listed on the Unit Inspection Report;
 - (3) charges for late payment of rent and returned checks, as described in paragraph 5; and
 - (4) charges for unreturned keys, as described in paragraph 9.
- d. The Landlord agrees to refund the amount computed in paragraph 8c within ^(S) 30 days after the Tenant has permanently moved out of the unit, returned possession of the unit to the Landlord, and given his/her new address to the Landlord. The Landlord will also give the Tenant a written list of charges that were subtracted from the deposit. If the Tenant disagrees with the Landlord concerning the amounts deducted and asks to meet with the Landlord, the Landlord agrees to meet with the Tenant and informally discuss the disputed charges.
- e. If the unit is rented by more than one person, the Tenants agree that they will work out the details of dividing any refund among themselves. The Landlord may pay the refund to any Tenant identified in Paragraph 1 of this Agreement.
- f. The Tenant understands that the Landlord will not count the Security Deposit towards the last month's rent or towards repair charges owed by the Tenant in accordance with paragraph 11.
9. Keys and Locks: The Tenant agrees not to install additional or different locks or gates on any doors or windows of the unit without the written permission of the Landlord. If the Landlord approves the Tenant's request to install such locks, the Tenant agrees to provide the Landlord with a key for each lock. When this Agreement ends, the Tenant agrees to return all keys to the dwelling unit to the Landlord. The Landlord may charge the Tenant \$ ^(T) 10.00 for each key not returned.

Maintenance:

- a. The Landlord agrees to:
- (1) regularly clean all common areas of the project;
 - (2) maintain the common areas and facilities in a safe condition;
 - (3) arrange for collection and removal of trash and garbage;
 - (4) maintain all equipment and appliances in safe and working order;
 - (5) make necessary repairs with reasonable promptness;
 - (6) maintain exterior lighting in good working order;
 - (7) provide extermination services, as necessary; and
 - (8) maintain grounds and shrubs.
- b. The Tenant agrees to:
- (1) keep the unit clean;
 - (2) use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
 - (3) not litter the grounds or common areas of the project;
 - (4) not destroy, deface, damage or remove any part of the unit, common areas, or project grounds;
 - (5) give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment or any other part of the unit or related facilities; and
 - (6) remove garbage and other waste from the unit in a clean and safe manner.
11. Damages: Whenever damage is caused by carelessness, misuse, or neglect on the part of the Tenant, his/her family or visitors, the Tenant agrees to pay:
- a. the cost of all repairs and do so within 30 days after receipt of the Landlord's demand for the repair charges; and
 - b. rent for the period the unit is damaged whether or not the unit is habitable. The Tenant understands that HUD will not make assistance payments for any period in which the unit is not habitable. For any such period, the Tenant agrees to pay the HUD-approved market rent rather than the Tenant rent

shown in paragraph 3 of this agreement.

12. Restrictions on Alterations: No alteration, addition, or improvements shall be made in or to the premises without the prior consent of the Landlord in writing. The Landlord agrees to provide reasonable accommodation to an otherwise eligible tenant's disability, including making changes to rules, policies, or procedures, and making and paying for structural alterations to a unit or common areas. The Landlord is not required to provide accommodations that constitute a fundamental alteration to the Landlord's program or which would pose a substantial financial and administrative hardship. See the regulations at 24 CFR Part 8. In addition, if a requested structural modification does pose a substantial financial and administrative hardship, the Landlord must then allow the tenant to make and pay for the modification in accordance with the Fair Housing Act.
13. General Restrictions: The Tenant must live in the unit and the unit must be the Tenant's only place of residence. The Tenant shall use the premises only as a private dwelling for himself/herself and the individuals listed on the Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures, Attachment 1. The Tenant agrees to permit other individuals to reside in the unit only after obtaining the prior written approval of the Landlord. The Tenant agrees not to:
- a. sublet or assign the unit, or any part of the unit;
 - b. use the unit for unlawful purposes;
 - c. engage in or permit unlawful activities in the unit, in the common areas or on the project grounds;
 - d. have pets or animals of any kind in the unit without the prior written permission of the Landlord, but the landlord will allow the tenant to keep an animal needed as a reasonable accommodation to the tenant's disability, and will allow animals to accompany visitors with disabilities who need such animals as an accommodation to their disabilities; or
 - e. make or permit noises or acts that will disturb the rights or comfort of neighbors. The Tenant agrees to keep the volume of any radio, phonograph, television or musical instrument at a level which will not disturb the neighbors.
14. Rules: The Tenant agrees to obey the House Rules which are

Attachment No. 3 to this Agreement. The tenant agrees to obey additional rules established after the effective date of this Agreement if:

- a. the rules are reasonably related to the safety, care and cleanliness of the building and the safety, comfort and convenience of the Tenants; and
 - b. the Tenant receives written notice of the proposed rule at least 30 days before the rule is enforced.
15. Regularly Scheduled Recertifications: Every year around the ⁽¹⁾ 1ST day of ⁽²⁾ _____, the Landlord will request the Tenant to report the income and composition of the Tenant's household and to supply any other information required by HUD for the purposes of determining the Tenant's rent and assistance payment, if any. The Tenant agrees to provide accurate statements of this information and to do so by the date specified in the Landlord's request. The landlord will verify the information supplied by the Tenant and use the verified information to recompute the amount of the Tenant's rent and assistance payment, if any.
- a. If the Tenant does not submit the required recertification information by the date specified in the Landlord's request, the Landlord may impose the following penalties. The Landlord may implement these penalties only in accordance with the administrative procedures and time frames specified in HUD's regulations, handbooks and instructions related to the administration of multifamily subsidy programs.
 - (1) Require the Tenant to pay the higher, HUD-approved market rent for the unit.
 - (2) Implement any increase in rent resulting from the recertification processing without providing the 30-day notice otherwise required by paragraph 4 of this Agreement.
 - b. The Tenant may request to meet with the Landlord to discuss any change in rent or assistance payment resulting from the recertification processing. If the Tenant requests such a meeting, the Landlord agrees to meet with the Tenant and discuss how the Tenant's rent and assistance payment, if any, were computed.
16. Reporting Changes Between Regularly Scheduled Recertifications:
- a. If any of the following changes occur, the Tenant agrees to advise the Landlord immediately.
 - (1) Any household member moves out of the unit.

- (2) An adult member of the household who was reported as unemployed on the most recent certification or recertification obtains employment.
 - (3) The household's income cumulatively increases by \$200 or more a month.
- b. The Tenant may report any decrease in income or any change in other factors considered in calculating the Tenant's rent. Unless the Landlord has confirmation that the decrease in income or change in other factors will last less than one month, the Landlord will verify the information and make the appropriate rent reduction. However, if the Tenant's income will be partially or fully restored within two months, the Landlord may delay the certification process until the new income is known, but the rent reduction will be retroactive and the Landlord may not evict the Tenant for nonpayment of rent due during the period of the reported decrease and the completion of the certification process. The Tenant has thirty days after receiving written notice of any rent due for the above described time period to pay or the Landlord can evict for nonpayment of rent. (Revised 3/22/89)
 - c. If the Tenant does not advise the Landlord of these interim changes, the Landlord may increase the Tenant's rent to the HUD-approved market rent. The Landlord may do so only in accordance with the time frames and administrative procedures set forth in HUD's regulations, handbooks and instructions on the administration of multifamily subsidy programs.
 - d. The Tenant may request to meet with the Landlord to discuss how any change in income or other factors affected his/her rent or assistance payment, if any. If the Tenant requests such a meeting, the Landlord agrees to meet with the Tenant and explain how the Tenant's rent or assistance payment, if any, was computed.
17. Removal of Subsidy:

- a. The Tenant understands that assistance made available on his/her behalf may be terminated if events in either items 1 or 2 below occur. Termination of assistance means that the Landlord may make the assistance available to another Tenant and the Tenant's rent will be recomputed. In addition, if the Tenant's assistance is terminated because of criterion (1) below, the Tenant will be required to pay the HUD-approved market rent for the unit.

(1) The Tenant does not provide the Landlord with the information or reports required by paragraph 15 or 16 within 10 calendar days

after receipt of the Landlord's notice of intent to terminate the Tenant's assistance payment.

- (2) The amount the Tenant would be required to pay towards rent and utilities under HUD rules and regulations equals the Family Gross Rent shown on Attachment 1.
- b. The Landlord agrees to give the Tenant written notice of the proposed termination. The notice will advise the Tenant that, during the ten calendar days following the date of the notice, he/she may request to meet with the Landlord to discuss the proposed termination of assistance. If the Tenant requests a discussion of the proposed termination, the Landlord agrees to meet with the Tenant.
- c. Termination of assistance shall not affect the Tenant's other rights under this Agreement, including the right to occupy the unit. Assistance may subsequently be reinstated if the Tenant submits the income or other data required by HUD procedures, the Landlord determines the Tenant is eligible for assistance, and assistance is available.
18. Tenant Obligation To Repay: If the tenant submits false information on any application, certification or request for interim adjustment or does not report interim changes in family income or other factors as required by paragraph 16 of this Agreement, and as a result, is charged a rent less than the amount required by HUD's rent formulas, the Tenant agrees to reimburse the Landlord for the difference between the rent he/she should have paid and the rent he/she was charged. The Tenant is not required to reimburse the Landlord for undercharges caused solely by the Landlord's failure to follow HUD's procedures for computing rent or assistance payments.
19. Size of Dwelling The Tenant understands that HUD requires the Landlord to assign units in accordance with the Landlord's written occupancy standards. These standards include consideration of unit size, relationship of family members, age and sex of family members and family preference. If the Tenant is or becomes eligible for a different size unit, and the required size unit becomes available, the Tenant agrees to:
- a. move within 30 days after the Landlord notifies him/her that unit of the required size is available within the project; or
- b. remain in the same unit and pay the HUD-approved market rent.

20. Access by Landlord:
- a. The Landlord agrees to enter the unit only during reasonable hours, to provide reasonable advance notice of his/her intent to enter the unit, and to enter the unit only after receiving the Tenant's consent to do so, except when urgency situations make such notices impossible or except under paragraph (c) below.
 - b. The Tenant consents in advance to the following entries into the unit:
 - (i) The tenant agrees to permit the Landlord, his/her agents or other persons, when authorized by the Landlord, to enter the unit for the purpose of making reasonable repairs and periodic inspections.
 - (ii) After the Tenant has given a notice of intent to move, the Tenant agrees to permit the Landlord to show the unit to prospective tenants during reasonable hours.
 - c. If the Tenant moves before this Agreement ends, the Landlord may enter the unit to decorate, remodel, alter or otherwise prepare the unit for re-occupancy.
21. Discrimination Prohibited: The Landlord agrees not to discriminate based upon race, color, religion, creed, National origin, sex, age, familial status, and disability.
22. Change in Rental Agreement: The Landlord may, with the prior approval of HUD, change the terms and conditions of this Agreement. Any changes will become effective only at the end of the initial term or a successive term. The Landlord must notify the Tenant of any change and must offer the Tenant a new Agreement or an amendment to the existing Agreement. The Tenant must receive the notice at least 60 days before the proposed effective date of the change. The Tenant may accept the changed terms and conditions by signing the new Agreement or the amendment to the existing Agreement and returning it to the Landlord. The Tenant may reject the changed terms and conditions by giving the Landlord written notice that he/she intends to terminate the tenancy. The Tenant must give such notice at least 30 days before the proposed change will go into effect. If the Tenant does not accept the amended agreement, the Landlord may require the Tenant to move from the project, as provided in paragraph 23.

23. Termination of Tenancy:
- a. To terminate this Agreement, the Tenant must give the Landlord 30-days written notice before moving from the unit.
 - b. Any termination of this Agreement by the Landlord must be carried out in accordance with HUD regulations, State and local law, and the terms of this Agreement.
 - c. The Landlord may terminate this Agreement for the following reasons:
 1. the Tenant's material noncompliance with the terms of this Agreement;
 2. the Tenant's material failure to carry out obligations under any State Landlord and Tenant Act;
 3. drug related criminal activity engaged in on or near the premises, by any tenant, household member, or guest, and any such activity engaged in on the premises by any other person under the tenant's control;
 4. determination made by the Landlord that a household member is illegally using a drug;
 5. determination made by the Landlord that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
 6. criminal activity by a tenant, any member of the tenant's household, a guest or another person under the tenant's control:
 - (a) that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises); or
 - (b) that threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;
 7. if the tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that in the case of the State of New Jersey, is a high misdemeanor;

8. if the tenant is violating a condition of probation or parole under Federal or State law;
 9. determination made by the Landlord that a household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;
 10. if the Landlord determines that the tenant, any member of the tenant's household, a guest or another person under the tenant's control has engaged in the criminal activity, regardless of whether the tenant, any member of the tenant's household, a guest or another person under the tenant's control has been arrested or convicted for such activity.
- d. The Landlord may terminate this Agreement for other good cause, which includes, but is not limited to, the tenant's refusal to accept change to this agreement. Terminations for "other good cause" may only be effective as of the end of any initial or successive term.

The term material noncompliance with the lease includes: (1) one or more substantial violations of the lease; (2) repeated minor violations of the lease that (a) disrupt the livability of the project; (b) adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment to the leased premises and related project facilities, (c) interfere with the management of the project, or (d) have an adverse financial effect on the project (3) failure of the tenant to timely supply all required information on the income and composition, or eligibility factors, of the tenant household (including, but not limited to, failure to meet the disclosure and verification requirements for Social Security Numbers, or failure to sign and submit consent forms for the obtaining of wage and claim information from State Wage Information Collection Agencies), and (4) Non-payment of rent or any other financial obligation due under the lease beyond any grace period permitted under State law. The payment of rent or any other financial obligation due under the lease after the due date but within the grace period permitted under State law constitutes a minor violation.

- d. If the Landlord proposes to terminate this Agreement, the

Landlord agrees to give the Tenant written notice and the grounds for the proposed termination. If the Landlord is terminating this agreement for "other good cause," the termination notice must be mailed to the Tenant and hand-

delivered to the dwelling unit in the manner required by HUD at least 30 days before the date the Tenant will be required to move from the unit and in accordance with State law requirements. Notices of proposed termination for other reasons must be given in accordance with any time frames set forth in State and local law. Any HUD-required notice period may run concurrently with any notice period required by State or local law. All termination notices must:

- specify the date this Agreement will be terminated;
 - state the grounds for termination with enough detail for the Tenant to prepare a defense;
 - advise the Tenant that he/she has 10 days within which to discuss the proposed termination of tenancy with the Landlord. The 10-day period will begin on the earlier of the date the notice was hand-delivered to the unit or the day after the date the notice is mailed. If the Tenant requests the meeting, the Landlord agrees to discuss the proposed termination with the Tenant; and
 - advise the Tenant of his/her right to defend the action in court.
- f. If an eviction is initiated, the Landlord agrees to rely only upon those grounds cited in the termination notice required by paragraph e.
24. Hazards: The Tenant shall not undertake, or permit his/her family or guests to undertake, any hazardous acts or do anything that will increase the project's insurance premiums. Such action constitutes a material non-compliance. If the unit is damaged by fire, wind, or rain to the extent that the unit cannot be lived in and the damage is not caused or made worse by the Tenant, the Tenant will be responsible for rent only up to the date of the destruction. Additional rent will not accrue until the unit has been repaired to a livable condition.
25. Penalties for Submitting False Information: Knowingly giving the Landlord false information regarding income or other factors considered in determining Tenant's eligibility and rent is a material noncompliance with the lease subject to termination of tenancy. In addition, the Tenant could become subject to penalties available under Federal law. Those penalties include fines up to \$10,000 and imprisonment for up to five years.
26. Contents of this Agreement: This Agreement and its Attachments make up the entire agreement between the Landlord and the Tenant regarding the unit. If any Court declares a particular provision of this Agreement to be invalid or illegal, all other terms of this Agreement will remain in effect and both the Landlord and the Tenant will continue to be bound by them.
27. Attachments to the Agreement: The Tenant certifies that he/she has received a copy of this Agreement and the

following Attachments to this Agreement
and understands that these Attachments are
part of this Agreement.

- a. Attachment No. 1 - Owner's Certification of Compliance with HUD's Tenant Eligibility and Rent Procedures, form HUD-50059
 - b. Attachment No. 2 - Unit Inspection Report.
 - c. Attachment No. 3 - House Rules (if any).
28. Tenants' rights to organize: Landlord agrees to allow tenant and tenant organizers to conduct on the property the activities related to the establishment or operation of a tenant organization set out in accordance with HUD requirements.
29. Tenant Income Verification: The Tenant must promptly provide the Landlord with any letter or other notice by HUD to a member of the family that provides information concerning the amount or verification of family income in accordance with HUD requirements.
30. The lease agreement will terminate automatically, if the Section 8 Housing Assistance contract terminates for any reason.

31. Signatures:

TENANT
BY:

- 1. ^(W) _____ /_____/_____
Date Signed
- 2. _____ /_____/_____
Date Signed
- 3. _____ /_____/_____
Date Signed

LANDLORD
BY:

- 1. ^(W) _____ /_____/_____
Date Signed

Public reporting burden - HUD is not requesting approval of any burden hours for the model leases since use of leases are a standard business practice in the housing rental industry. This information is required to obtain benefits. The request and required supporting documentation are sent to HUD or the Contract Administrator (CA) for approval. The lease is a contract between the owner of the project and the tenant(s) that explains the terms for residing in the unit. Leases are a standard business practice in the housing rental industry. Owners are required to use the HUD model lease which includes terms normally covered by leases used in the housing rental industry plus terms required by HUD for the program under which the project was built and/or the program providing rental assistance to the tenants.

This information is authorized by 24 CFR 5.360, 236.750, 880.606, 883.701, 884.215, 886.127, 891.425, 891.625 and 891.765 cover lease requirements and provisions. This information is considered non-sensitive and does not require any special protection.

HOUSE RULES

Avon Park Housing Authority

Attachment #3

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

It is and always have been the responsibility of the resident to comply with all conditions and terms of the Lease agreement and House rules, The Avon Park Housing Authority is held to a high standard of responsiveness towards its residents population and makes great strides to create "a better place to live" for all residents and families . Residents are encouraged to call The Director of Housing at 863-452-4432 with any comments questions or concerns regarding the Lease or House Rules.

RENT AND RENT COLLECTION

THE HOUSING AUTHORITY AND RESIDENTS MUTUALLY AGREE AND UNDERSTAND THE FOLLOWING:

- The Multifamily lease from HUD-90105a is a HUD approved model lease and can't be changed or altered in any way.
- Rental charges are determined by federal law
- RENT IS DUE on or before the first day of each month and shall be paid in compliance with Section 3 of your lease.
 - An outside secure drop-box is provided at the main office for after-hour payments or correspondence.
 - DO NOT PUT CASH IN DROP-BOX. Personal check or money order is the only acceptable method of payment.
 - NO PARTIAL PAYMENTS WILL BE ACCEPTED.
- Charges in rent and notice procedures will be made in accordance with the lease agreement.
- Failure to make payments due under the lease is a serious violation of material terms of the lease.
- Repeated violations of the lease will result in termination and eviction.
- Evictions will be filled on the 16th day of each month, in the event that past due balances have not been paid. Eviction procedure will be according to guidelines of the applicable locality.
- Every legal effort will be made to collect accounts due for tenants in possessions as well as vacated tenants account.
- Late rent payments of three (3) times within a 12 month period shall result in evection.
- 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 vacancy.

CODE OF CONDUCT AND BARRING GUIDELINES

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

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

CODE OF CONDUCT FOR RESIDENTS AND THEIR VISTORS/GUESTS AND BARRING GUIDELINES

I. **Visitors**

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

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

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

A. Drug/Alcohol Violation

- The sale, use possession or distribution of illegal drugs or sale of alcoholic on Housing Authority PROPERTY IS PROHIBITED.
- Possession of alcoholic beverages in an open container outside the residence, in a parking lot street or other common area is prohibited. Conduct in violation of the cities of Avon Park open container ordinance is also a violation of this policy.
- Methamphetamine shall receive a lifetime ban from the Avon Park Housing Authority.

B. Interference and Intimidation

Interference with and intimidation of APHA staff or any law enforcement officers.

C. Threats of Harm and Profanity

Threat of harm or use of profanity towards APHA staff or law enforcement officers.

D. Loitering/Trespassing

Loitering or any conduct that that constitutes loitering or prowling under the laws of this City or State. Entry into an area which is not open to the public at the time of entry.

E. Gambling

Any activity which constitutes the offense of gambling under the laws of the state of Florida.

F. Refusal to identify self

Refusal to present sufficient identification to verify ones identity to APHA staff or any law enforcement officer.

G. Loud Music

Playing loud music in an automobile, on APHA property or activity that would constitute a violation of the city of Avon Park Florida. This property has quiet time from 10:00p.m until 10:00a.m in ALL developments.

H. Fraud in Obtaining Housing Assistance

Residents or applicants are prohibited from fraudulently obtaining or attempting to obtain rental assistance or a reduction in reduction in rent that includes any person who assists

another in violation of this law. Any visitor who is determined to be "staying" with or an "unauthorized guest" of a resident is a violation of a tenants lease and will be barred and/or prosecuted

I. Other Illegal activities

The above list of examples is for illustrative purposes only and is not all inclusive. Any conduct that is offensive under the laws pertaining to the other residents of the City of Avon Park Florida shall also be a violation of this policy and is subject to disciplinary action and/or arrest.

II. **Barring**

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

III. **Appeal Conferences**

Non-residents who are barred from APHA properties will be provided an opportunity for an appeal conference to discuss the measures taken against the individual. Any request for an appeal conference must be filed in writing at the APHA office located at 21 Tulane Drive Avon Park FL 33825 within ten (10) days of being barred

II **Entry Conferences**

Non-residents who have be barred from APHA property must call 863-452-4432 or visit the APHA office at 21 Tulane Drive Avon Park FL 33825 to schedule a conference with the Director of Housing and, when necessary, a representative of the Avon Park Police Department before he/she will be allowed to visit the property from which he/she was barred.

UTILITIES

- All utilities must be put in the head of household's name before moving into the apartment. A copy of the receipt for utility deposits must be given to management before residents will be given keys to the apartment. Failure to promptly report a utility disconnection will be a lease violation. Failure to promptly report needed repairs to plumbing, electrical fixtures, appliances or heating and air conditioning equipment could result in resident's responsibility for increased cost of use or repairs.
- The water on this property is for resident's residential use only. Water cannot be used for business purposes or for washing cars and/or filling up water containers, wading pools or any other purpose other than drinking and normal household use for the residents' family only. Residents are not allowed to wash guests or other non-residents clothing or use water for other unauthorized purposes.

GUESTS, BOARDERS AND LODGERS

- The apartment shall be occupied only by persons named on the resident's lease. Residents are responsible for their guest's behavior while on the premises.
- No guest will be permitted to visit overnight or remain overnight on a regular or irregular basis for more than fourteen (14) cumulative nights within any twelve (12) month period.
- Persons not listed on the lease who give the Housing Authority address as their own to any entity will be considered as a border or lodger.
- No barred persons will be allowed into the apartment or on the premises at any time unless prior

approval from management is received in writing.

SCHEDULE OF CHARGES TO TENANTS

Our Board of Commissioners has established a schedule of charges to tenants in order to maintain reasonableness in the charges assessed against residents for damages and other authorized charges.

GRASS AND SHRUBBERY

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

WATERBEDS AND STANDARD BEDDING

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

LOCKOUT & KEYS

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

VEHICLES

• VEHICLE REPAIRS

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

• VEHICLE PARKING

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

- a. General Population: There are no assigned standard parking spaces as general parking is first come, first serve.
- b. Handicap Parking: The reserved designated spaces are to be occupied only by vehicles displaying the proper handicap vehicle identification. Other vehicles will be ticketed and towed at the owner's expense. Any assigned handicap spaces will be clearly marked with signage.
- c. Motorcycles must be parked in a single parking bay, not on the porch, grass or sidewalk.
- d. Non-operational vehicles are not permitted on premises. Any such vehicle may be removed by management at the expense of the resident or owner.
- e. All vehicles must have inflated tires and current license plates. No vulgar or offensive stickers, tags or other displays shall be allowed on any vehicle.
- f. No ball play is allowed in any parking spaces.
- g. The Housing Authority shall not be liable or responsible for any damage to a vehicle unless the damage was caused by an employee or legal agent of the Housing Authority.

• Gas and/or Battery Powered Recreational Vehicles

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

SPEED LIMIT

- The speed limit throughout the property is 10 miles per hour. Residents will be responsible for advising all guests of the posted speed limit.

AIR CONDITIONER CAGES

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

COOKING GRILLS

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

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

GAS METERS

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

FUELSTORAGE

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

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

NOISE

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

MAINTENANCE SERVICE REQUESTS AND WORK ORDERS

- If residents need routine maintenance work, please contact the office during normal office hours.
- After hours emergency service can be obtained by calling 863-443-0225 (English) 863-443-022- (Spanish) and follow the phone prompts to reach the on-call maintenance worker. Leave your name, a brief description of the request and a call back telephone number and we will return the call and address your maintenance request.
- Maintenance will not come out at night unless the request is a true emergency that endangers life, health, safety or damage to property.

PLUMBING AND SINKS

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

FOOD SCRAPS ON THE GROUND

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

- Food, oil or grease will not only kill the grass, it will contaminate the soil which will prevent grass from growing there in the future. The contaminated soil then has to be removed, new fresh soil put back in and new grass put back in place. The cost can run into the hundreds of dollars.
- This practice attracts unwanted dogs, cats, rats, raccoons, skunks and other animals. Stray dogs, feral (wild) cats and other wild animals are very dangerous and unpredictable. Studies show that once you feed wild animals, the likelihood of an attack is increased.
- This practice attracts roaches, ants, spiders and other insect pests that can enter your home. The Housing Authority spends thousands of dollars each year on pest control. When a resident throws old food on the ground, they make our pest control eradication goals almost impossible to achieve.
- Old food items should go into your garbage bag. Old cooking grease and oils should be left to cool, then placed in a glass jar with a secure lid and placed in your garbage bag, and then placed in your garbage canister. DO NOT throw old food, grease or oil in the trash canister unless it is secured in a glass or tin container.

FRONT AND REAR PORCHES

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

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

OUTDOOR PLAY EQUIPMENT

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

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

Approval will be on a case-by-case basis and documentation of the approval or disapproval will be kept in the residents file.

SEWAGE LINES AND TOILETS

- ***Only flush "bodily fluids and waste" and tissue paper down the toilet.***

Even if an item states on its packaging that it is "flushable", please DO NOT flush it. Examples of non-dissolvable items that cannot and should not be flushed down the toilet(s) are the following:

- a. Diapers
- b. Baby Wipes
- c. Sanitary Napkins/Pads/Tampons. This includes adult pads.
- d. Condoms
- e. Paper Towels
- f. Paper of any kind other than toilet paper
- g. Cotton Balls
- h. Toys
- i. Cooking Fats, Oils or Grease or any food item
- j. Clorox Wipes, Swiffer Wipes, Mop Pads or any cleaning pads or cloths of any kind

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

SMOKE DETECTORS AND CARBON MONOXIDE DETECTORS

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

SMOKE FREE PROPERTY POLICY

The Avon Park Housing Authority (APHA) is mindful of the health risks of smoking, including the hazards of inhalation of second-hand smoke by other residents, guests and APHA employees.

APHA is also mindful of the risk of fire caused by negligent smoking and the increased maintenance costs incurred in offsetting the adverse impact of smoking occupants. This Policy addresses those concerns.

Public Housing Authorities across the nation have been strongly encouraged by the Department of Housing and Urban Development (HUD) to develop nonsmoking or limited smoking policies within the HUD approved guidelines. According to the American Lung Association, cigarette smoking is the number one cause of preventable disease in the U.S. The elderly and young populations, as well as people with chronic illnesses, are especially vulnerable to the adverse effects of smoking. This concern was recently addressed by the Family Smoking Prevention and Tobacco Control Act of 2009, P.L.111-21.

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

"Smoking" is defined as inhaling, exhaling, breathing, or carrying a fire lit cigar, cigarette, pipe or other tobacco product or similar fire lit product or any incense product in any manner or form.

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

Section 1. Central Office, Maintenance Facilities and Non-Dwelling Buildings Smoking is prohibited in all indoor areas and within fifteen (15) feet from any entrance or window of the administrative office located at 21 Tulane Drive Avon Park Fl. Smoking is prohibited inside the fenced perimeter of the maintenance 21 Tulane Drive , Avon Park Fl 33825

Section 2. Vehicles

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

Section 3. Dwelling Rental Properties (Developments)

- (a) Smoking is prohibited in all indoor areas of all apartments. The first offense will result in an official warning. The second offense will result in lease termination.
- (b) Absolutely no tenant or guest will be allowed to smoke inside or outside of the dwelling at any time whatsoever while on medical oxygen. This is a very serious and extremely dangerous fire and health hazard. The first offense will result in an official warning. The second offense will result in lease termination.
- (c) All extinguished smoking material shall be put in an ash tray or non-flammable container and discarded in a safe manner. No resident or guest is allowed to discard cigarette butts or other smoking debris or any discarded tobacco product in the yard, on the porch, on the sidewalk, in the parking bays or any other location open to the general public. If APHA maintenance department picks up smoking debris in a tenants yard, the tenant will be issued a bill for cleaning services. Such bill or invoice will be in accordance with the LHA approved "Schedule of Charges to Tenants" posted in the lobby of the office located at 13032 Jones Street, Lavanaia.

Section 4. Authorized Tenant Smoking Areas the current authorized outside smoking area is as follows:

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

PEST CONTROL AND EXTERMINATION

The APHA will make efforts to provide a healthy and pest-free environment for its residents. The Authority will determine which, if any, pests infest its properties and will then provide the best possible treatment for the eradication of those pests. The Housing Authority has adopted a separate Bed Bug Policy for cases of bed bug infestation. Bed bug infestations call for specific and sometimes repeated treatments for eradication. Therefore, the preparation for treatments, instructions and guidelines for management and residents are specific and unique. For all bed bug issues, please refer to the Bed Bug Policy.

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

Procedures are as follows:

1. At the present time, the Avon Park Housing Authority chooses to contract with an outside pest control contractor for the control of cockroaches and termites. Special attention shall be paid to cockroaches which can cause a health hazard. Special attention will also be paid to termites which can cause structural damage if left untreated. Residents should purchase their own spray for silverfish, spiders, sugar ants and other pests that cause a minor inconvenience but not necessarily a health hazard. The contractor will agree to begin with an analysis of the current condition of each property. The Maintenance Manager shall make sure that an adequate schedule for the treatment is developed to address any existing infestation. The schedule will include frequency and locations of treatment. Different schedules may be required for each property.
2. Residents will be instructed upon residency to notify the Front desk receptionist immediately by telephone, fax, and email or in person, should they see evidence of pests in their dwelling unit. Their name and address will be placed on a list to be maintained at the main office until the day of treatment.
3. The contractor will agree to treat the units of those residents whose names appear on the list on a quarterly basis. The administration office, maintenance facility and community building will also be treated on every quarterly basis.
4. The contractor and maintenance employee will visit each of the apartments on the current list and treat for pests. The contractor will apply appropriate treatment as needed. In emergency situations, the contractor may be required to make a separate scheduled visit other than the regular schedule for treatment of those emergencies. These "other than regular" scheduled treatments should be reported to the Facilities Manager prior to treatment.
5. Each resident will have signed upon initial residency a form authorizing entrance into their apartment for the purpose of pest control. A copy of that signed form will be kept in the residents' personal file.

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

BED BUG POLICY

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

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

MANAGEMENT ROLES AND RESPONSIBILITIES WHEN BED BUGS ARE PRESENT Upon notification from the tenant, the APHA, within 24 hours, will contact the tenant, provide the tenant with information about the control and prevention of bed bugs and discuss measures the tenant may be able to take in the unit before the inspection is performed.

APHA, within 3 business days of a tenant complaint if possible, should perform an initial inspection of the resident's dwelling using the "Maintenance Tracking Sheet". If it is determined that bed bugs are present, APHA will provide the resident with the "APHA Resident Roles and Responsibilities" document. This document will be explained to the resident to ensure understanding and compliance prior to treatment. In addition, APHA will secure the resident's signature indicating understanding of the document. Upon successful completion by the resident of their roles and responsibilities, APHA will professionally treat the residence and perform follow-up to ensure treatment was successful.

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

RESIDENT ROLES AND RESPONSIBILITIES WHEN BED BUGS ARE PRESENT HUD regulations require the resident's cooperation in order to successfully eliminate the presence of bed bugs. Therefore, it is the resident's responsibility to report the suspicion or presence of bed bugs as soon as the presence of bed bugs is suspected. This will allow APHA to address the potential infestation at its onset and before it affects other residents. In addition, the resident must be onsite when the initial inspection is conducted. If it is determined by APHA that bed bugs are present, the resident must complete all items listed on the "APHA & Resident Roles and Responsibilities" prior to treatment and as soon as possible. This will help to minimize the severity of bed bug presence and resolve the problem quickly.

Bed Bug Policy Attachments

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

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

RELOCATION TASK LIST (initial each item)

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

Wash all clothing, toys, towels, and other linens in hot water (120+ degrees recommended) and dry in clothes dryer on the highest heat setting for at least 30 minutes. Place clean items inside airtight plastic storage bins or plastic garbage bags that are sealed tightly and store until relocated.

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

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

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

BED BUG MANAGEMENT PLAN AND EXTERMINATOR SELECTION TIPS:

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

Most successful treatment efforts include a combination of removing clutter, thorough cleaning and sorting, along with repeated professional bed bug treatment applications.

Many pest control companies will perform a visual inspection at no charge. According to the article, consumers should be wary of pest control companies that emphasize their bed bug expertise.

Find an established pest control company that has been in business at least five years.

The article states that exterminators may charge \$250 to \$900 (prices vary upwards of \$1000 per unit) a room to eradicate bed bugs, depending on the level of infestation and

The types of treatments used. Prices in our local area may vary.

Be sure the exterminator makes a least one follow-up visit. According to the article it's near impossible to kill all bed bugs in a given area with one treatment. Ask if follow-up treatments are included in the price quoted.

Check to see that the company and technician being considered are licensed in the state.

Check the Better Business Bureau for any complaints filed against the exterminators being considering.

APHA & RESIDENT ROLES AND RESPONSIBILITIES ONCE BED BUGS ARE FOUND PRESENT IN THE UNIT

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

The following plan outlines the roles and responsibilities of APHA and the resident in the treatment

APHA RESPONSIBILITIES WHEN BED BUGS ARE PRESENT

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

RESIDENT RESPONSIBILITIES WHEN BED BUGS ARE PRESENT

- Resident must be onsite at the scheduled time when the initial inspection is conducted.
- For treatment to be effective, resident must perform the tasks listed below prior to the scheduled treatment date. The APHA encourages resident to complete items listed as soon as possible in order to minimize severity of bed bug presence and resolve the problem quickly.
 - Remove all sheets, blankets, mattress covers, pillowcases, etc. from beds and wash in hot

water (120+ degrees recommended) and dry in clothes dryer on the highest heat setting for at least 30 minutes. Fold them and place them in plastic garbage bags and seal the plastic bags tightly. Do not put them back on the bed until the evening after treatment.

- € Remove everything from bedroom closets and hall closets. All closets, dresser drawers, and night stand drawers must be empty.
 - € Remove all clothing, toys, boxes, etc. from bedroom floors.
 - € Wash all clothing, towels, and other linens in hot water (120+ degrees recommended) and dry in the dryer on the highest heat setting for at least 30 minutes. Place clean items inside airtight plastic storage bins or plastic garbage bags that are sealed tightly and store after treatment.
 - € Vacuum (using disposable vacuum cleaner bags) all furniture, dresser drawers, night stand drawers, mattresses, and box springs. Place disposable vacuum cleaner bag inside plastic garbage bag that is sealed tightly and discard in outdoor trash receptacle immediately.
 - € Move all furniture to the center of the room(s) being treated. Discard all cardboard hangers, boxes, etc.
 - € Remove all pictures from walls.
 - € Place all bed bug mattress encasements on all beds. The bed bug mattress encasement is an effective bed bug deterrent when combined with treatment and must remain on the mattress for at least one year. If the mattress or box spring encasement cover becomes torn or damaged, it is the resident's responsibility to replace the cover.
 - € Discarded mattresses, box springs, furniture, etc. must not be placed in dumpsters; they must be removed from the premises.
 - € Residents should remain out of the residence for four hours after treatment (includes all household members and pets).
- Furniture that does not respond to treatment must be disposed of or professionally treated. If resident chooses to dispose of furniture, APHA will remove furniture from the unit at resident's request. If resident chooses to dispose of furniture on their own it MUST be removed from the premises. If resident chooses not to dispose of infested furniture it MUST be re-treated within 48 hours by a license exterminator. If the furniture does not respond to treatment after the second professional treatment, the furniture must be removed from the premises according to the management plan until it is deemed to be free of bed bugs.
 - The tenant will not be reimbursed the cost of any additional expense to the household, such as purchase of new furniture, clothing or cleaning services, etc.

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

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

Bed Bug Management Plan Prevention Tips

- Wash all bedding (everything down to the mattress) regularly, at least weekly, in hot water. The water should be at least 120 degrees.
- Use bed bug encasements on all mattresses and box springs.

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

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

Tenants should be advised of the following:

A PHA may not deny tenancy to a potential resident on the basis of the tenant having experienced a prior bed bug infestation, nor may an owner give residential preference to any tenant based on a response to a question regarding prior exposure to bed bugs.

- A tenant reporting bed bugs may expect expeditious response and attention by the PHA, but should be advised that inspection and, if necessary, treatment of bed bugs may take time to schedule. The inspections should occur within three calendar days of the tenant report when possible.
- Following a report of bed bugs, the PHA or a qualified third party trained in bed bug detection should inspect the dwelling unit to determine if bed bugs are present. It is critical that inspections be conducted by trained staff or third party professionals. The PHA may enter the unit to perform these activities in accordance with the lease.
- If a bed bug infestation is found in the unit, the tenant may expect treatment to begin within five days of the inspection, though depending on the form of treatment, this may not be possible. Tenants should be advised that treatment may take several weeks.
- Tenants are expected to cooperate with the treatment efforts by allowing for heat treatment of clothing and furniture and refraining from placement of infested furniture or other items in common areas such as hallways. Tenant cooperation is shown to expedite the control of bed bugs and to prevent spreading of infestations.
- Management may make staff available to help with moving and cleaning of furniture to accomplish the

treatment effort.

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

PHONE AND CABLE JACKS

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

SATELLITE DISH/OVER-THE-AIR RECEPTION DEVICES

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

Over-the-Air Reception Devices Policy

Aka: Satellite Dish Requirements

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

Section: 1: Prior to Installation:

- A. All requests to install an OTARD must be made prior to any installation by completing an application at the central office located at 21 Tulane Drive, Avon Park, Florida. All requests must receive the approval of the Chief Executive Officer, Director of Housing or the Facilities Manager prior to installation.
- B. The application will require the authorized installing company's name, address and business phone number and the cell phone number of the installer. The installer must be a certified professional service installer for that particular OTARD. Installation shall not begin until written approval by the Chief Executive Officer, Director of Housing or the Facilities Manager is given.
- C. Upon receiving prior approval, an APHA representative and the installer will meet at the subject property to decide where a desirable signal for optimum reception may be located and where the equipment will be installed or mounted.

Section 2 Installation:

- A. An OTARD or dish shall not be authorized to be placed at the front of a building or a location facing a main street or a location that would negatively affect the curb appeal of the property. If at all possible, equipment mounting shall be placed toward the end of the building where the existing cable access box is located. Drilled holes into the side of a building are not allowed. A suitable site shall be agreed upon by the APHA and the professional installer prior to any installation.
- B. If a pole mount is the desired installation method, the type pole and location shall be approved by the APHA prior to any installation. No pole shall be installed farther than ten (10) yards from the subject building in order to avoid encroachment into a common area or another residents "exclusive use" area unless approved by the office.
- C. An OTARD or dish can only be installed at a location where the resident has "exclusive use" and does not interfere with another resident's right to their own exclusive use area. Balconies or patios that are shared with neighboring residents or are accessible from other units are not considered to be "exclusive use" areas. Mounting brackets that reach outside the "exclusive use" area are prohibited. Such

installations would encroach into the common areas or the exclusive use area of another resident. A mounting bracket located on the building's exterior or fascia is prohibited as it would not be within the residents "exclusive use" area.

- D. All wiring and cable required for proper installation and operation will have to follow the existing cable route currently made available within the dwelling unit. Should connection be appropriate with the existing wiring furnished by the APHA for regular cable vision, connection may be made at this point. No additional holes or hook ups will be allowed unless properly installed and prior approval by the Chief Executive Officer, Director of Housing or the Facilities Manager is given.
- E. OTARD, dish or cable wires shall not be ran atop of the ground, attached to any existing exterior wall, building, roof structure, eave, fascia or any other fashion other than what is described herein.
- F. Any damage to existing underground or above ground utilities, sidewalks, buildings, grounds, common areas or other property owned and operated by APHA as a result of improper installation or removal of the OTARD or its components, will be repaired to the original condition at the expense of the resident.

Section 3 Removal of Equipment:

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

Section 4 Safety Restrictions:

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

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

PET POLICY AND PET CARE

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

DEFINITION OF AUTHORIZED PETS

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

REGISTRATION OF PET

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

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

PET DEPOSIT

Residents who own or keep a pet in their unit must pay a refundable pet deposit. This deposit is in addition to any other financial obligation generally imposed on residents of the development. The pet deposit fee shall be \$200 for general occupancy or \$50 for elderly and disabled residents. For the purpose of this Policy, "elderly" is defined as a resident who is 62 years or older. "Disabled" is defined as a person with disabilities (as defined under section 216[i] [I] or 1614 of the Social Security Act). Upon registration and approval of a pet, the tenant must pay a minimum initial amount of \$50. Subsequent payments of \$10.00 per month shall be paid along with rent until the deposit is paid in full. The Avon Park Housing Authority reserves the right to change the required deposit by amendment to this policy.

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

GENERAL RULES FOR PET OWNERSHIP

1. The Avon Park Housing Authority will allow only domesticated dogs, cats, birds or fish. All dogs and cats must be spayed or neutered.
2. Only one (1) pet per unit will be allowed.
3. Any animal deemed to be potentially harmful to the health or safety of others, including attack or fight trained dogs, will not be allowed. Specific breeds not authorized include, but are not limited to, Pitt Bull, Rottweiler, Chow or Boxer breeds.
4. When taken outside the resident's unit, dogs and cats must be on a leash or carried and controlled by a responsible adult at all times.

5. All pets must be wearing the appropriate tag(s) at all times. The information on the tag shall include the name of the pet and the resident's name, address, and phone number.
6. Birds must be confined to a cage at all times.
7. Residents shall not permit their pet to disturb, interfere or diminish the peaceful enjoyment of other residents. The terms "disturb, interfere and diminish" shall include but not be limited to barking, howling, chirping, biting, scratching, and other like activities.
8. Residents must provide litter boxes for cat waste, which must be kept inside the dwelling unit. Residents shall not permit refuse from litter boxes to accumulate or become unsightly or unsanitary. Litter boxes must be changed at least once each week.
9. Residents are solely responsible for cleaning up pet droppings outside the unit and on facility grounds. Pet waste must be disposed of in sealed plastic trash bags and placed in the trash canister provided by the Lavonia Housing Authority. Residents are specifically prohibited from allowing pets to deposit waste in other resident's yards or common areas without being properly disposed of.
10. Residents shall take adequate precautions and measures necessary to eliminate pet odors within or around the unit and shall maintain the unit in a sanitary condition at all times.
11. Resident shall not alter their unit, patio, or unit area in order to create an enclosure or pen for any pet. Residents shall not chain, tie with a rope or affix in any way any pet to any man made fixture, tree or shrubbery outside the dwelling unit.
12. Residents are prohibited from feeding or harboring stray animals. The feeding of stray animals shall constitute having a pet without the written permission of the Avon Park Housing Authority.
13. If a pet is left unattended for a period of twenty-four (24) hours or more, the Avon Park Housing Authority may enter the dwelling unit, remove the pet and transfer it to the proper authorities or responsible parties. The Avon Park Housing Authority assumes no responsibility for the animal(s) under such circumstances.
14. Pets are not allowed in common areas including hallways, lobby areas, and social rooms except those common areas which are entrances to or exits from the building. Under no circumstances are pets to be brought into the management office (with the exception of animals necessary to assist handicapped/disabled individuals as defined in 24 CFR 942.2).
15. The head of household or designated family member must be present during annual inspections of the unit.
16. Pets that meet the size and type criteria outlined in this policy may visit the developments/buildings where pets are allowed for up to two weeks with prior approval from management. Residents who have visiting pets must abide by the conditions of this policy regarding health, sanitation, nuisances, and peaceful enjoyment of others. If visiting pets violate this policy or cause the Resident to violate the lease, the Resident will be required to remove the visiting pet.

REFUSAL TO REGISTER PET

If the Avon Park Housing Authority refuses to register a pet, a written notification will be sent to the head of household stating the reason for denial and shall be served in accordance with HUD notice requirements. If management disallows a certain pet, the resident has the right to file an appeal under the housing authority's approved Grievance Procedures.

The Avon Park Housing Authority has a right to refuse to register a pet

- a) If the pet is not a common household pet as defined in this policy.
- b) If keeping the pet would violate any applicable Housing Pet Rule.
- c) If the resident fails to provide complete registration information in
- d) Accordance with this policy or fails to annually update the pet registration, or,

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

VIOLATIONS OF THE PET POLICY

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

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

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

EXCLUSIONS TO THE PET POLICY

- The Avon Park Housing Authority may not enforce or apply any pet deposit or pet rules against individuals with animals that are used to assist the handicapped when a reasonable accommodation is requested. Noting in 24 CFR 5.303; o Limits or impairs the rights of handicapped individuals,
 - Authorizes the Avon Park Housing Authority to limit or impair the right of handicapped individuals, or
 - Affects any authority the Avon Park Housing Authority may have to regulate animals that assist the handicapped, under Federal, State, or local law.

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

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

c) **CONFLICTS WITH STATE OR LOCAL LAW OR REGULATIONS REGARDING THE PET POLICY** If there is any applicable State or local law or regulation that conflicts with any portion of the above pet policy, the State or local law or regulation shall prevail.

HOUSEKEEPING POLICY

Management will conduct a minimum of 4 inspection of each apartment every year. Tenants will be notified of such quarterly inspections by 5:00 pm on the Friday prior to the week of inspections. The notice of inspection will advise the tenants of areas management will be inspecting. Deficiencies will found will be reported to the tenant on the Inspection Results Notice. Minor deficiencies that are serious enough will require a re-inspection. The re-inspection will occur within seven to ten days of the initial inspection.

Housekeeping Standards and Inspections

GENERAL

1. Walls should be clean free of dirt, grease, holes cobwebs and fingerprints.
2. Floors should be moped clean, dry and free of hazards
3. Ceilings should be clean and free of cobwebs
4. Ceiling fans should be clean and free of dust
5. Windows should be clean and not nailed shut, shades and/or blinds should be intact.
6. Woodwork should be clean, free of dust, gouges or scratches.
7. Doors should be clean, free of grease and finger prints. Doorstops should present and locks should work.
8. Heating units should be dusted a access entry uncluttered
9. Trash shall be disposed of properly and not left in the unit.
10. Entire unit should be free of rodent or insect infestation.

KITCHEN

1. Stove should be clean and free of food and grease.
2. Refrigerator should be clean, freezer door should close properly and freezer has no more than an inch of ice.
3. Cabinets should be clean and neat, cabinet surfaces and countertop should be free of grease and spilled food. Cabinet storage under sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
4. Exhaust fan should be free of grease and dust.
5. Sink should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
6. Food storage areas should be neat and clean without spilled food.
7. Trash/garbage should be stored in covered container until removed to the disposal area.
- 8.

BATHROOM

1. Toilet and tank should be clean and odor free.
2. Tub and shower should be clean and free of excessive mildew and mold, where applicable shower curtains should be clean.
3. Lavatory should be clean.
4. Exhaust fans should be free of dust.
5. Floors should be clean and dry.

STORAGE AREAS

1. Linen closets should be neat and clean and clutter free.
2. Other closets should be neat and clutter free, not storage of volatile or flammable materials shall be stored in the unit.

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.

YARD SALES

- Yard sales are NOT permitted on the premises unless the City issues a permit.

CHILD SUPERVISION AGREEMENT

- It is management's goal to maintain a positive living environment for each and every resident.

RESIDENT PROCEDURAL RIGHTS

- Termination of Tenancy and Assistance procedures for RAD properties require that owners provide

adequate written notice of termination of the lease which shall not be less than:

A. A reasonable period of time not to exceed 30 days;

If health or safety of other tenants, owner employees, or residents in the immediate vicinity of the premises is threatened; or o In the event of any drug-related or violent criminal activity or any felony conviction; or

B. 14 days in the case of nonpayment of rent.

- Termination of Assistance in all other cases, the requirements at 24 CFR 247.4, the Multifamily HUD Model Lease, and other HUD multifamily administrative guidance shall apply.

GRIEVANCE PROCEDURES

- Residents be provided with notice of the specific grounds of the proposed owner adverse action, as well as, their right to an informal hearing with the owner;
- Residents will have an opportunity for an informal hearing with an impartial member of the owner's staff within a reasonable period of time;
- Residents will have the opportunity to be represented by another person of their choice, to ask questions of witnesses, have others make statements at the hearing, and to examine any regulations and any evidence relied upon by the owner as the basis for the adverse action. With a reasonable notice to the owner, prior to the hearing and at the residents own cost, the resident may copy any document or records related to the proposed adverse action; and
- The owner must provide the resident with a written decision within a reasonable period of time stating the grounds for the adverse action, and the evidence the owner relied upon as the basis for the adverse action.
- The owner will be bound by decisions from those hearings, except if (1) the hearing concerns a matter that exceeds the authority of the impartial party conducting the hearing, or (2) the decision is contrary to HUD regulations or requirements, or otherwise contrary to federal, state, or local law.
- If the owner determines that it is not bound by a hearing decision, the owner must promptly notify the resident of this determination, and the reasons for the determination.

1 **RIGHT TO A HEARING**

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

2 **DEFINITIONS**

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

- A. "Grievance" shall mean any dispute which a resident may have with respect to the Avon Park Housing Authority's alleged action or alleged failure to act in accordance with the individual resident's lease or Authority regulations which adversely affect the individual resident's rights, duties, welfare or status. Grievance does not include any dispute a resident may have with the Authority concerning a termination of tenancy or eviction that involves any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the Authority's public housing premises by other residents or employees of the Authority; or any violent or drug-related criminal activity on or off such premises. Nor shall this process apply to disputes between residents not

- involving the Avon Park Housing Authority or to class grievances.
- B. "Complainant" shall mean any resident whose grievance is presented to the Avon Park Housing Authority or at the development management office in accordance with sections 3 and 4 of this procedure.
 - C. "Elements of Due Process" shall mean an eviction action or a termination of tenancy in a State or local court in which the following procedural safeguards are required:
 - 1. Adequate notice to the resident of the grounds for terminating the tenancy and for eviction;
 - 2. Right of the resident to be represented by counsel;
 - 3. Opportunity for the resident to refute the evidence presented by the Authority including the right to confront and cross examine witnesses and to present any affirmative legal or equitable defense which the resident may have; and
 - 4. A decision on the merits.
 - D. "Hearing Officer" shall mean a person selected in accordance with section 4 of these procedures to hear grievances and render a decision with respect thereto.
 - E. "Resident" shall mean the adult person (or persons) other than a live-in aide:
 - 1. Who resides in the unit and who executed the lease with the Avon Park Housing Authority as lessee of the premises, or, if no such person now resides in the premises,
 - 2. Who resides in the unit and who is the remaining head of household of the resident family residing in the unit.
 - F. "Resident Organization" shall mean the APHA Resident Advisory Board or any such recognized membership.
 - G. "Promptly" (as used in section 3, and 4 (D)), shall mean within the time period indicated in a notice from Avon Park Housing Authority of a proposed action which would provide the basis for a grievance if the resident has received a notice of a proposed action from the agency.

3 **PROCEDURES PRIOR TO A HEARING**

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

4 **REQUEST FOR HEARING**

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

- A. The reasons for the grievance; and

B. The action or relief sought.

4.1 **SELECTION OF A HEARING OFFICER**

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

The Avon Park Housing Authority shall submit a list of prospective hearing officers. This list shall be provided to the Resident Advisory Board (RAB) for such organization's comments or recommendations. The Avon Park Housing Authority shall consider any comments or recommendations by the RAB. However, the final decision will be made by the Executive Director.

From this list, a hearing officer shall be selected. If no one on the list is currently available, the Executive Director shall and if possible, with the input of an RAB elected officer, appoint a hearing officer.

4.2 **FAILURE TO REQUEST A HEARING**

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

4.3 **HEARING PREREQUISITE**

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

4.4 **ESCROW DEPOSIT**

Before a hearing is scheduled in any grievance involving the amount of rent as defined in the lease which the Avon Park Housing Authority claims is due, the resident shall pay to the Avon Park Housing Authority an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. The resident shall thereafter deposit monthly the same amount of the monthly rent in an escrow account held by the Avon Park Housing Authority until the complaint is resolved by decision of the Hearing Officer. Amounts deposited into the escrow account shall not be considered as acceptance of money for rent during the period in which the grievance is pending. In extenuating circumstances, the Avon Park Housing Authority may waive these requirements. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure. However, failure to make payment shall not constitute a waiver of any right the resident may have to contest the Avon Park Housing Authority's disposition of his grievance in any appropriate judicial proceeding.

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

4.5 **SCHEDULING OF HEARING**

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

5.0 PROCEDURES GOVERNING THE HEARING

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

The opportunity to examine before the grievance hearing any Authority documents, including records and regulations that are directly relevant to the hearing. The resident shall be provided a copy of any such document at the resident's expense and according to the approved Schedule of Charges. If the Avon Park Housing Authority does not make the document available for examination upon request by the resident, the Avon Park Housing Authority may not rely on such document at the grievance hearing.

- A. The right to be represented by counsel or other person chosen as the resident's representative and to have such person make statements on the resident's behalf;
- B. The right to a private hearing unless the resident requests a public hearing;
- C. The right to present evidence and arguments in support of the resident's complaint, to controvert evidence relied on by the Authority or development management, and to confront and cross examine all witnesses upon whose testimony or information the Avon Park Housing Authority or development management relies; and
- D. A decision based solely and exclusively upon the facts presented at the hearing.
- E. The Hearing Officer may render a decision without holding a hearing if the Hearing Officer determines that the issue has been previously decided at another hearing.

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

The following accommodation will be made for persons with disabilities:

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

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

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

7 **DECISION OF THE HEARING OFFICER**

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

The decision of the Hearing Officer shall be binding on the Lavonia Housing Authority who shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Avon Park Housing Authority's Board of Commissioners determines within reasonable time, and promptly notifies the complainant of its determination, that:

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

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

VIOLENCE AGAINST WOMEN'S ACT PROVISIONS

Based on the provisions of the Violence against Women's Act of 2005 and the Reauthorization Act of 2013, Management will protect residents and family members of residents who are victims of domestic violence, dating violence, or stalking from being denied, evicted or terminated from housing assistance based on acts of such violence against them. At lease signing, Management will have tenants' execute the VAWA Lease Addendum (form HUD- 091067).

When responding to an incident or incidents of actual or threatened domestic violence, dating violence or stalking that may affect a current resident's participation, Management will request in writing that an individual complete, sign and submit, within 14 business days of request, a form HUD-91066 Certification of Domestic Violence, Dating Violence or Stalking, whereby the individual certifies that he/she is a victim of domestic violence, dating violence, or stalking, and that the incident or incidences in question are bono fide incidences of such actual or threatened abuse, along with any available documentation of the abuse.

In lieu of certification form, or in addition to the certification form, a tenant may provide one of the following: (1) a Federal, State, Tribal, Territorial, or local Police record or court record; (2) documentation signed and attested to by an employee, agent or volunteer of a victim service provider, and attorney or a medical professional, from whom the victim has sought assistance in addressing domestic violence, dating violence or stalking, or the effects of abuse, in which the professional attests under penalty of perjury (28 U.S.C. 1746) to the professional's belief that the incident or incidents in question are bona fide incidents of abuse, and the victim of domestic violence, or stalking has signed or attested to the documentation.

If the individual does not provide the form HUD-91066 or the information that may be provided in lieu of the certification by the 14th business day or any extension of that date provided by Management, none of the protections afforded to the victim of domestic violence, dating violence or stalking will apply. Management will therefore be free to evict, or to terminate assistance, in the circumstances authorized by otherwise applicable law and lease provisions.

All information provided to Management relating to the incident(s) of domestic violence, including the fact that an individual is a victim of domestic violence shall be retained in confidence and shall neither be entered into any shared database nor provided to any related entity, except to the extent that such disclosure is (i) requested or consented to by the individual in writing; (ii) required for use in an eviction proceeding or termination of assistance; or (iii) otherwise required by applicable law.

Management will retain all documentation relating to an individual's domestic violence, dating violence or stalking in a separate file that is kept in a separate secure location from the other tenant files.

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

Head of Household Signature

Date

Property Manager Signature

Date