

**RENTAL ASSISTANCE DEMONSTRATION  
(RAD) PROGRAM**

**Community House Rules**

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**NATURE TRAIL CROSSING I  
NATURE TRAIL CROSSING II  
ANDERSON PLACE  
HARRIS HILLS  
SCATTERED SITES**

**Managed by:**

**HOUSING AUTHORITY OF FORT MILL  
105 Bozeman Drive  
Fort Mill, SC 29715**

**JULY 1, 2015**

***The following Community House Rules have been established for all HOUSING AUTHORITY OF FORT MILL properties being converted to the Rental Assistance Demonstration (RAD) PBRA program. The Community House Rules are in addition to the requirements of the HUD Model Lease and are affixed to the lease agreement as Attachment #3. Repeated violations of the Community House Rules will be considered a serious violation of the lease agreement. Your cooperation in following the established property rules and regulations will be greatly appreciated by Management.***

### **ABSENCE FROM HOME**

- A Resident should advise Management in advance if he/she is planning to be away from home for an extended period of time (30 days or more).
- The Resident will be responsible for all personal property and for obtaining insurance on Resident owned furnishings and other personal property, if desired.

### **APARTMENT ALTERATIONS**

Alterations to the interior of the apartment are not permitted. Alterations include, but are not limited to, unauthorized painting, changing or adding door locks, wallpapering, paneling, use of contact paper on walls, cabinets, counters, doors, etc., or erecting structures or fences on the premises. Residents shall pay all repair or restoration costs incurred by Management due to the Resident's violation of this rule.

### **AUTOMOBILES AND OTHER MOTORIZED VEHICLES**

- The Resident agrees to park, and cause his family members and/or guests to park automobiles and other motorized vehicles in designated parking areas only. A fine of \$25 will be imposed to the resident of the property where the vehicle is found in violation. The fine must be paid within 30 days after receipt of violation and will be posted to resident's account.
- Residents shall refrain and cause his family members and/or guests to refrain from parking and driving any motorized vehicles on lawns, sidewalks, and common areas other than appropriate streets and driveways.
- Residents are responsible for any damages to lawns and other property caused by improper operation or parking of motorized vehicles.
- All automotive vehicles improperly parked, inoperable, or with deflated tires, expired license plates, etc., will be towed at the Resident's expense.
- Residents are to refrain from making major repairs to any motorized vehicles while it is parked on Management's property or on a street bounding or running through the property. Major repairs shall be deemed to include without limitation, the following: removal of more than one tire or wheel, removal of transmission or motor, removal of major body components, placing a car on blocks, changing oil, and other such repairs.
- See the Parking Policy for additional information in regard to vehicles.

### **COMMUNITY APPEARANCE**

- Residents are responsible for keeping the leased premises and surrounding exterior areas clean and free of litter and debris.



- Disposal of cigarette butts and/or other smoking materials on community grounds are strictly prohibited.
- No signs, advertisements, notices, or flyers shall be exhibited or affixed by any Resident or guest on any part of the exterior of the apartment, building, or any other community property without the express written consent of Management.

### **DAMAGE & REPAIRS**

Whenever damage is caused by carelessness, misuse, or neglect on the part of the Resident, his/her family or visitors, the Resident agrees to pay:

- The cost of all repairs and do so within 30 days after receipt of the Landlord's demand for the repair charges; and
- Rent for the period the unit is damaged whether or not the unit is habitable. The Resident understands that HUD will not make assistance payments for any period in which the unit is not habitable. For any such period, the Resident agrees to pay the HUD-approved market rent rather than the Resident rent shown in this agreement.

### **FIREARMS**

- The Resident agrees to act, and cause any member of the household, a guest, or another person under the Resident's control from displaying, carrying, discharging, or threatening the use of a firearm or other weapon while on or near such dwelling unit.
- This rule shall not interfere with a Resident's lawful right to possess a firearm within the confines of the Resident's dwelling unit. Residents who have a South Carolina firearm license, or uses firearms for sporting events, target practice, hunting, or any other lawful purpose may carry their firearm directly to and from their apartment and vehicle provided that the gun is unloaded, in a carrying case, or disassembled, and carried in a non-threatening manner.
- Violations of any provision of this rule shall be considered a threat to the health and safety of other Residents and Management staff.
- Residents are prohibited from bringing fire arms of any type into the rental office.

### **GUESTS, BOARDERS, SUBLETTING**

- The dwelling unit shall be occupied only by persons named in the Resident's dwelling lease and shall be used for residential purposes only. Resident must obtain permission from Management prior to allowing any additional person(s) to move into the unit.
- Residents are responsible for their guests' behavior while on the property or in the immediate vicinity.
- No guest will be permitted to visit overnight or remain overnight on a regular basis for more than 14 consecutive nights within any twelve month period.
- Boarders or subletting the apartment is prohibited. Only those individuals listed in the dwelling lease are permitted to reside in the apartment.
- No barred persons will be allowed in the apartment or on the premises. A barred person is defined as a person that has been served with a "trespassing notice" from any property owned or managed by the Housing Authority of Fort Mill. The barred person will be considered a trespasser if he returns to any property owned and/or managed by the Housing Authority of Fort Mill. If a resident knowingly allows a barred person to return to their residence they are in violation of the house rules.

## **HANDICAPPED PARKING**

- The reserved designated spaces are to be occupied only by vehicles displaying the proper **HANDICAPPED** vehicle identification. Vehicles parked in handicapped designated spaces without proper handicapped identification will be towed at the owner's expense.

## **HOUSEKEEPING**

- Do not use any carpet on the flooring with a **rubber or foam backing**, carpet with a burlap backing will be acceptable.
- Please do not use **tape or thumb tacks on the doors**. Tape will pull the finish off. No posters or other items allowed on the doors.
- When hanging pictures, please use small nails, (picture hanging appliance) or a straight pin or needle will hold most any size picture up to 30 pounds.
- Clean kitchen cabinets with Murphy's Oil Soap.
- **Do not clean range hoods with oven cleaner**; use a no-abrasive cleaning agent.
- Clean the filter in the range hood routinely with a degreaser cleaning agent.
- Clean the fiberglass tub surround with a non-abrasive cleaning agent; other cleaning agents will scratch the surface. A list of appropriate cleansers is available.
- Do not apply wax to the ceramic tile in the bathrooms.
- Use only exterior furniture on the porches, (front & back).
- Do not use the porches as a storage facility.
- Keep the ranges and ovens clean. Do not use oven cleaner on the top surface of the range. Lift up the range top and clean under it. It is very important to keep the burner cap holes clean on your gas range at **all** times to prevent flashback of gas through your burner valve. Flashback is a very dangerous situation that can cause burns or explosions. Be sure to **keep range burner cap holes clean at all times**, by using a paper clip, toothpick or needle to clean the holes. Burner cap holes get stopped up most often when items being cooked have boiled over and run down onto the burners or when frying food, or when you clean the oven with a cleaner such as Comet, Ajax, Soft Scrub, etc. A liquid, non-abrasive cleaner would be less likely to clog the holes. (ex. Fantastic, 409).
- The Mini blinds are the property of the Fort Mill Housing Authority and are not to be removed. Any damage done to the blinds will be the tenant's responsibility.
- The refrigerator and freezer temperature setting should remain constant at all times. Please keep the settings/dials on the refrigerator and freezer at the proper setting. This should be the mid-range; in example 1 – 9 should be 5. If the air vents in the freezer are blocked it may prevent the freezer from defrosting properly.
- Keep the air return cleaned in your unit; it will reduce the amount of dust, as well as improve the efficiency of your furnace and air conditioner unit.

## **INSPECTION**

- Management will inspect the home at least annually after giving proper notice to the Resident. Residents will receive notice **before** inspection. "It will be assumed that Resident received notice if that notice was placed in the United States Mail postage prepaid addressed to Resident at the address provided by Resident to Management or the address set forth in the first section of the Lease Agreement or if the notice is posted on the door of Resident's unit." Residents are financially responsible for correcting deficiencies caused by them in a timely manner. Make sure appliances are clean inside and out and that furniture does not block windows

## LOCKOUTS & KEYS

- In the event you are locked out of your unit after office hours, there will be a minimum charge of \$68.00 for assisted entry. If this happens more than once in a three month time period, you may be charged double the amount. All doors are deadbolt and a key must be used to lock the door when leaving.
- All keys to house/apartment, storage room, etc., will be returned to Management when Resident moves. Management may charge the Resident \$6.00 for each key not returned.

## MAINTENANCE AND WORK ORDER REQUESTS

- Residents are responsible for immediately reporting needed maintenance items and/or damages or unsafe conditions which are known to or observed by the Resident either in common areas of the neighborhood or in the dwelling unit or premises leased by the Resident.
- For routine maintenance requests during normal business hours of 8:00 a.m. – 4:00 p.m., please contact the office at 803-547-6787.. All service requests must be addressed through the Leasing Office.
- After hours emergency service can be obtained by calling 803-547-6787, option 1.

## PERSONAL CONDUCT

- Residents must refrain from engaging in, or allowing household members and guests to engage in unlawful or disorderly conduct, or in conduct that is a hazard to safety, creates a nuisance, or disturbs other residents in the quiet enjoyment of their dwelling and neighborhood facilities.
- Residents are to refrain from illegal activity which impairs the physical or social environment of the neighborhood including but not limited to the sale of alcoholic beverages, drug related criminal activity, or violent criminal activity on the premises, in the common areas, and on the property grounds.
- Involvement by the Resident, any member of the household, a guest, or another person under the Resident's control in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other Residents or Management employees including drug-related criminal activity on or near the premises will result in termination of tenancy and eviction from the unit. **One strike policy applies to crimes relating to drugs and violent/felonious activities.**

## PERSONAL PROPERTY

- Management recommends that all Residents obtain Renter's Insurance to cover damage and/or loss of their personal property. All personal property placed in the apartment or on the premises by a Resident or guests shall be at the Resident's sole risk, and Management shall not be liable for any damage, loss, theft, or destruction thereof unless caused by the negligence or intentional acts of Management.

## PET OWNERSHIP

- Residents agree to comply with the obligations imposed by the property's Pet Policy concerning pet ownership and maintenance. A refundable Pet Deposit of \$300.00 is required for each pet registered with Management.
- Residents shall refrain from owning, possessing, housing, and caring for any dogs, cats, or



other pets that have not been registered and approved by Management as required by the Pet Policy.

- The property's Pet Policy does not pertain to animals that assist, support or provide service to persons with disabilities. However, rules for service animal registration, maintenance and sanitary requirements are contained in the property's Assistive Animal Policy.

## **PREVENTION OF BEDBUG INFESTATION**

The best approach to bedbug management is to prevent an infestation from occurring. You can assist by doing the following:

- Checking for bedbugs on luggage and clothes when returning home from a trip;
- Looking for bedbugs or signs of bedbugs on secondhand items before bringing the items into the unit;
- Reporting any and all signs of bedbugs if found in your unit;
- Reducing clutter where bedbugs can hide;
- Regular checking of beds and laundering of linens.

Residents are expected to fully cooperate with the treatment efforts of Management and/or third party pest control contractors, including heat treatments. This also includes refraining from placement of infested furniture or other items in common areas such as hallways or breezeways. Resident cooperation is necessary in order to expedite the control of bedbugs and prevent spreading of infestations.

Management requires that Residents immediately report any signs of bedbug infestation in the apartment and fully cooperate with Management in their attempts to keep the apartment and complex free from bedbug infestation. Failure to report an infestation or cooperate with remediation will be deemed a substantial violation of the lease agreement and grounds for termination of the lease.

## **RENT**

- Rent is due on the 1<sup>st</sup> day of the month and is payable by the 5<sup>th</sup> day of the month ***no later than 5:00 P.M.*** If the 5<sup>th</sup> falls on a weekend or a holiday, the next business day is considered to be the 5<sup>th</sup> day of the month.
- If the rent is not paid by the 5<sup>th</sup> day of the month, ***no later than 5:00 P.M.*** a late charge of \$5.00 will be assessed on the 6<sup>th</sup> day of the month. Thereafter, a charge of \$1.00/day will be assessed for each additional day the rent remains unpaid during the month it is due.
- An eviction will be filed on the 19<sup>th</sup> of the month for nonpayment of rent. The resident will be required to pay all court costs incurred as the result of eviction proceedings being filed against him/her.
- ***If three (3) legal eviction notices (Rule and Order) are served in any twelve (12) month period for nonpayment of rent, the resident will be evicted on the third occasion for nonpayment regardless of any payment.***

Management will accept personal checks, money orders, cashier's checks, or bank checks for payment of rent.

## **RESIDENT PROCEDURAL RIGHTS**

- a. Termination of Tenancy and Assistance



The termination procedures for RAD conversions to PBRA will additionally require that management provide adequate written notice of termination of the lease which shall not be less than:

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

- If health or safety of other residents, Management employees, or persons residing in the immediate vicinity of the premises is threatened; or
- In the event of any drug-related or violent criminal activity or any felony conviction; or
- In the case of nonpayment of rent the notice period will be 14 days.

b. Termination of Assistance

In all other cases, the requirements at 24 CFR 880.603, the Multifamily HUD Model Lease, and other HUD multifamily administrative guidance shall apply.

c. Grievance Process

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

- a. Residents be provided with notice of the specific grounds of the proposed Management adverse action, as well as, their right to an informal hearing with Management;
- b. Residents will have an opportunity for an informal hearing with an impartial member of the Management's staff within a reasonable period of time;
- c. 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 Management as the basis for the adverse action. With reasonable notice to Management, prior to the hearing and at the Residents' own cost, the Resident may copy any documents or records related to the proposed adverse action; and
- d. Management 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 Management relied upon as the basis for the adverse action.

Management will be bound by decisions from these hearings, except if the:

- a. Hearing concerns a matter that exceeds the authority of the impartial party conducting the hearing, or
- b. The decision is contrary to HUD regulations or requirements, or otherwise contrary to federal, State, or local law.

If Management determines that it is not bound by a hearing decision, the Management must promptly notify the Resident of this determination, and the reasons for the determinations.

**RETURNED CHECKS**



- Management will charge a fee of \$25.00 any time a personal check is not honored for payment. If the Resident's second personal check is not honored, future rental payments must be made in a guaranteed form such as money orders, cashier's checks or bank checks. If the personal check was for a rental payment, the rent is considered to not be paid, and all non-payment rules are applied.

## **RULES**

- Management reserves the right to make such other reasonable rules which may from time to time be needed for the safety, care, and cleanliness of the premises and/or the preservation of good order therein.

## **SANITATION AND CLEANLINESS**

- It is the responsibility of Residents to dispose of all garbage, rubbish, and other waste from the premises in a sanitary and safe manner, to place containers in the area designated for the collection of garbage on a scheduled basis, and otherwise comply with the sanitation ordinances of the Town of Fort Mill, South Carolina. Only household garbage should be put into the dumpsters or roll out containers. Items such as carpet, metal, wood, shingles, and non-household debris should not be put into these containers or dumpsters. Call the Town of Fort Mill before you put the referenced type of trash out, and they can tell you when they can come and pick up your extra articles. Any resident found to be littering will be charged up to \$25.00.
- Residents take responsibility for the control of pests, vermin, and offensive odors stemming from unsanitary housekeeping practices.
- Residents agree to cooperate with Management in pest control inspections and treatment.

## **SMOKE DETECTORS & CARBON MONOXIDE DETECTORS**

- A fine of \$50 is imposed if a smoke detector is found disconnected in any fashion. It is a violation of the standard fire code to tamper with, remove, or otherwise disturb any smoke detector, fire hydrant or fire appliance (i.e., fire extinguisher) required to be installed or maintained in the unit, except for the purposes of extinguishing fire, recharging, making necessary repairs, or when permitted by the fire marshal. Replacement of batteries is provided with no fee at the Housing Authority office upon notice from resident. Violation of this ordinance may be punishable by law, and may result in immediate eviction.
- Carbon monoxide detectors are provided in all apartments, 1 for each floor.

## **UNIT TRANSFERS**

- The Resident understands that HUD requires the Landlord to assign units in accordance with the Landlord's written occupancy standards in the Tenant Selection Plan attachment to these rules. The standards include consideration of unit size, relationship of family members, age and sex of family members, Housing Authority preference system and family preference. If the Resident is or becomes eligible for a different size unit, and the required size unit becomes available, the Resident agrees to:
  - a. Move within 5 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.
  - c. Transfers will be conducted as outlined in the Tenant Selection Plan.



- d. Notify the first five applicants on the waiting list; the applicant that returns to management first with proof of utility service in applicant's name, security deposit and pro-rated rent will be offered the unit.

### **USE OF COOKING GRILLS, INFLAMMABLES AND EXPLOSIVES**

- Residents agree to only use grills in their respective yards at least 10 feet from the building. Any grill found in common areas (i.e., playgrounds, parking lots, etc.) will be removed and discarded.
- Grills should be maintained in a clean and serviceable condition. Small grills (portable) must be dismantled and cleaned prior to storage. Gas grills may not be stored inside the apartment.
- Residents must store charcoal lighter fluid away from the water heater, stove, or any other heat-producing appliance. Charcoal can be stored inside the apartments, but must be kept in a dry, cool area.
- Coals must be placed in a bag for disposal. Coals may not be dumped anywhere on the apartment grounds.
- Grills must be kept at least ten feet from the building and more than 25 feet from vehicles while the grill is in use. Under no circumstances shall a grill be used on or near a covered porch. Excessive heat can melt plastic panels used as porch overhangs and ceilings.
- Under no circumstances can a grill be used in an enclosed area due to toxic fumes generated from the charcoal and gas.
- The storage of gasoline, kerosene and other -flammable or explosive material is prohibited, as well as the use -or possession of kerosene heaters.
- Management is not liable for any damage or injury resulting from the Resident's use of cooking grills. Residents will be found responsible for any damage to buildings, grounds, etc., as a result of the improper use of grills. Management does not allow any construction of grills in the Resident's yard or on the premises.

### **UTILITIES**

Residents shall be responsible for making application for and securing resident paid utilities from the utility provider as a condition of leasing the unit, and shall be responsible for all deposits and charges necessary to secure service and maintain uninterrupted service. In the event the Resident fails to pay a utility bill, and utilities are cut off due to non-payment, the Resident will have twenty-four, (24), hours to have utilities reconnected. If the utilities are not reconnected within the twenty-four (24) hours, the Resident will be in violation of the lease and subject to eviction. The Resident also hereby authorizes all utility companies to provide the Landlord with data regarding the Resident's monthly consumption of utilities for the purpose of establishing updating the Landlord's utility allowance schedules.

In addition, the Resident shall be liable for any fire damages or any other damages suffered by Management or any other Residents caused by the Resident's failure to maintain utility services not furnished by Management.

### **VIOLENCE AGAINST WOMEN'S ACT PROVISIONS**

Based on the provisions of the Violence Against Women's Act (VAWA) of 2005 and 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 Residents execute the VAWA Lease Addendum (HUD form 91067.)

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 the request, a HUD Form 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 bona fide incidences of such actual or threatened abuse, along with any available documentation of the abuse.

In lieu of a certification form, or in addition to the certification form, a Resident 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, an 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 Resident files.



**I have read and received a copy of the Community House Rules and agree to abide by these policies and procedures. I understand management at any time can make revisions.**

\_\_\_\_\_  
Housing Authority Representative

\_\_\_\_\_  
RESIDENT (HEAD OF HOUSEHOLD)

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TITLE

\_\_\_\_\_  
RESIDENT

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RESIDENT

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RESIDENT

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RESIDENT

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DATE