

HAHC/RTS HOUSE RULES-ATTACHMENT TO DWELLING LEASE

**HAHC/RTS**

*House Rules*

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**REVISED AND EFFECTIVE JANUARY 1, 2022**

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HAHC/RTS HOUSE RULES-ATTACHMENT TO DWELLING LEASE

**HOUSE RULES**

**HENDERSONVILLE AFFORDABLE HOUSING CORPORATION (HAHC)  
RTS AFFORDABLE HOUSING CORP (RTS)**

**MANAGED BY  
HENDERSONVILLE HOUSING AUTHORITY  
P O BOX 1106  
203 NORTH JUSTICE STREET  
HENDERSONVILLE, NC 28793  
828 (692-6175)**

Welcome. We consider each of our properties a community and each resident a part of that community. The mission of HAHC/RTS is provide safe and affordable housing but it is also up to you to be a good resident and neighbor by abiding by the lease and all rules and regulations associated with our properties.

This is a legal and binding addendum to the lease which holds the Tenant responsible for actions of all family members and guests while on HAHC/RTS property.

Any violation of these rules may lead to termination of your lease. This document is attached and made part of, by reference, to the HAHC/RTS Lease.

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**OFFICE HOURS**

Monday – Thursday 8:00 AM - 5:00 PM  
Address and Phone as listed above.  
Website – hendersonvilleha.org

**RENTAL PAYMENTS**

- 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. 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 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 up to \$30.00.
- A dispossessionary warrant will be filed on or after the 22th of the month for nonpayment of rent.

## HAHC/RTS HOUSE RULES-ATTACHMENT TO DWELLING LEASE

- Management will accept personal checks, money orders, cashier's checks, or bank checks for payment of rent. No cash will be accepted.
- Lease violation or nonpayment of rent and charges resulting in Magistrate Court Action of three (3) times within a 12 month period shall result in a 30 day notice of termination.

## SECURITY DEPOSIT

- Security Deposit will equal to the tenant's calculated monthly Total Tenant Payment amount at move in. If the security deposit is \$200 or less the total amount is due at move-in. Security deposits over \$200 will require a \$200 payment at move-in. The balance can be paid in 3 equal monthly payments along with dwelling rent for the next 3 months. Total security deposit must be paid by the end of third month following move-in month.
- A separate agreement will be entered into for the option of payments toward the security deposit.
- Refer to Section 8 Security Deposits of your Dwelling Lease on refunding of the security deposit.

## MAINTENANCE AND WORK ORDERS

- To place a work order for routine maintenance please dial 828.692.6175 Extension 3. Leave your name, address, phone, and work request. The work request will be performed as soon as possible.
- With placing a work order you are giving HHA maintenance staff permission to enter your unit in the next 15 days to make the repair. If there is a problem with entry please leave any information in your message for the workorder request.
- Periodically preventive maintenance, filter changes, routine and nonroutine maintenance will be performed at your unit. HHA Staff will have to enter your unit. A 48-hour notice of entry will be mailed or notice left at the unit door informing residents of dates and times.
- **Notice by Landlord:** Any notice from the Landlord shall be in writing and either personally delivered to the residence or sent by first class mail. The notice will give a 48 hour notice of entry.
- Failure to allow entry into the unit for an inspection or scheduled work for which residents have been give proper notice is a serious violation.

## HAHC/RTS HOUSE RULES-ATTACHMENT TO DWELLING LEASE

- If there is an emergency work order after regular business hours, Residents please call 828 595 9027 which will be put in contact with a HHA Maintenance Staff.
- Emergencies are: Gas Leak, severe water leaks, unsecured entrance or broken windows, no heat if temperatures are below 40 degrees, smoke detector or CO detector not working.
- Do not paint, put up wallpaper or borders or permanently attach carpet to the floor. Rugs are allowed but cannot be attached to the floor.
- **NEVER DISCONNECT YOUR SMOKE ALARM OR CARBON MONOXIDE DETECTOR.** If the alarm is not working, call the office for an emergency work order.
- **Disconnection of a smoke detector or CO detector by the tenant will result in a \$75 fine for each detector found disconnected. Second incidence for a disconnection of any detector will result in eviction proceedings.**
- Residents should give prompt notice of any defects in the plumbing, fixtures, appliances, heating equipment or any other part of the unit or related facilities.

## GUESTS/CONDUCT

- Residents may have guests. The time limit for a guest is 14 overnight stays in a 12 month period. An overnight is defined as being in the unit more than 12 hours in a 24 hour period.
- Residents and guests are expected to act in appropriate manner. Listed offenses are considered serious violations of House Rules:
  - The sale, use, possession or distribution of illegal drugs or sale of alcoholic beverages on Housing Authority.
  - Threats of harm, use of profanity, or intimidation toward the HAHC/RTS/HHA Staff or law enforcement officers.
  - Refusal to present sufficient identification to verify one's identity to HAHC/RTS/HHA Staff or any law enforcement officer.
  - Quiet time on HAHC/RTS properties are from 10:00 PM until 8:00 AM for all areas.
- Persons using your address for mail, given to government agencies, or any other reason will be considered an unauthorized person residing in your unit and can result in termination of your lease.
- Babysitting a resident's children or other children at a resident's unit on a regular basis by an individual not listed as a household member on the unit's lease will not be allowed unless prior approval from the HHA Office.

## HAHC/RTS HOUSE RULES-ATTACHMENT TO DWELLING LEASE

- Former residents of HAHC/RTS who have been evicted are not permitted as overnight guests. An overnight is defined as being in the unit more than 12 hours in a 24 hour period.

### VEHICLES

- Typically, the number of vehicles registered to an address is two (2). Families having more than two (2) vehicles must have approval from HHA.
- Vehicles registered to Tenant and members of the household must display on the right side of the back bumper of the vehicle. Decals will be issued at the HHA Office with proof of registration.
- All vehicles must be parked correctly in parking spaces. Vehicles that are not in running condition and fully inflated tires or do not have a current tag and insurance will receive a 24-hour tow notice from HHA. If not moved, the vehicle will be towed at the owner's expense. Tenants will be responsible for all charges associate with the tow.
- Tenants are not to change oil or make any repairs to a vehicle while it is parked on Landlord's property to include streets or use the motorized vehicle for storage.
- Tenants are not to park or ride motorcycles, scooters, or other motorized vehicles in unauthorized areas or store motorized vehicle on the porch areas or inside the unit.
- Tenants or Tenant's guests are not permitted to park on the sidewalks or grass areas at any time.
- No assigned parking spaces. All Tenant parking will be on a first come first serve basis. Visitor parking will be in the overflow parking areas.

### PETS

- A detailed pet policy is also given to each family. Tenants must abide by the provisions of the pet policy.
- An assistance animal policy is given to each family with an assistance animal. Tenants must abide by the provision of the assistance animal policy if a member of the household has an assistance animal.

### LITTERING

- Each unit is provided with a garbage can and recycling can. All household trash must be bagged before being placed in the can. Any trash not in the can will not be picked up by the garbage service.

## HAHC/RTS HOUSE RULES-ATTACHMENT TO DWELLING LEASE

- A garbage pickup schedule is provided by HAHC/RTS. Please have cans to the curb by 7:30 AM on your scheduled day. Cans must be returned to the back porch. A fee of \$10 will be charged for any trash can left out after pickup and not returned to porch area.
- HAHC/RTS offers a “big item” pickup service once a month. The days are scheduled and are listed on the HAHC/HHA/RTS Website. (hendersonvilleha.org). Large items residents want removed from their unit will be picked up by HHA Staff for disposal for a small fee depending on the item. Residents must call to the HHA Office to be put on the schedule. Items must be at roadside by 7:30 AM on scheduled day. Do not place the items to the curb before the scheduled day and you have been added to the list.
- Litter violations will be issued for the following situations:
  - Furniture on porch areas other than outside lawn furniture.
  - Clutter in grass areas or on porch areas.
  - Animal feces in yard areas.
  - Cigarette butts in the yard area.
- Once a litter violation is issued directly to the tenant, the tenant has 5 days to either remove the items or clean. Upon re-inspection, if problem still exists, a second notice will be issued. If two notices are issued, the tenant will be cited for lease violation per Dwelling Lease (Section 10(b)).
- A littering fine of \$50 for **EACH** inspection that fails reinspection will be charged to the tenant’s account.

## HOUSEKEEPING

- Units should be kept in a safe and sanitary condition. Safe housing means housing that does not jeopardize the health, safety, or welfare of the occupants.
- A 30-60-90-day housekeeping inspection will be scheduled for a new move in and families transferring into a different unit. After passing these inspections, additional housekeeping inspections will only be scheduled if problems occur. Inspection dates will be mailed to tenants giving a 48 hour notice.
- A yearly preventive inspection will be scheduled for your unit. The unit inspection will be looking at maintenance issues, housekeeping, littering violations, etc. If your unit fails due to housekeeping issues or littering violations, you will be notified of the re-inspection date. Three (3) failed housekeeping inspections may result in a thirty-day notice of eviction. Workorders that are needed for repairs beyond normal wear and tear will be charged to the tenant.
- Below are the tenant responsibilities for Housekeeping standards:

## HAHC/RTS HOUSE RULES-ATTACHMENT TO DWELLING LEASE

### **GENERAL**

- (1) Walls: should be clean and free of dirt, grease, holes, cobwebs, and fingerprints.
- (2) Floors: should be clean, clear, dry and free of hazards.
- (3) Ceilings: should be clean and free of cobwebs.
- (4) Windows: should be clean and not nailed shut. Shades or blinds should be intact.
- (5) Woodwork: should be clean, free of dust, gouges, or scratches.
- (6) Doors: should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.
- (7) Heating units: should be dusted and access uncluttered
  
- (8) Trash: shall be disposed of properly and not left in the unit.

### **KITCHEN**

- (1) Stove: should be clean and free of food and grease.
- (2) Refrigerator: should be clean. Freezer door should close properly and freezer have no more than one inch of ice.
- (3) Cabinets: should be clean and neat. Cabinet surfaces and countertop should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the 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 a covered container until removed to the disposal area.

### **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 in place, and of adequate length.
- (3) Lavatory: should be clean.
- (4) Exhaust fans: should be free of dust.
- (5) Floor: should be clean and dry.

### **STORAGE AREAS**

- (1) Linen Closet: should be neat and clean.
- (2) Other closets: should be neat and clean. No highly flammable materials should be stored in the unit.
- (3) Other storage areas: should be clean, neat and free of hazards. Porches free of clutter. Only outside furniture is allowed on the porch areas.

### **EXTENDED ABSENCE OR ABANDONMENT**

- Your lease requires you live in your unit.

## HAHC/RTS HOUSE RULES-ATTACHMENT TO DWELLING LEASE

- Residents must not have alternative housing or be out of the dwelling unit for more than sixty (60) days unless prior written approval is received from the Hendersonville Housing Authority. During any absences from the unit, the Resident must remain current with monthly rent and other charges in order to comply with the lease.
- If resident resides out of the dwelling unit for more than ninety (90) days, Hendersonville Housing Authority will consider the dwelling unit to be abandoned and take possession.
- Upon the death of the Resident, or if there is more than one Resident, upon the death of all Residents, either the Landlord or the personal representative of the Resident's estate may terminate the Lease. The termination of a Lease under this section shall not relieve the Resident's estate from liability either for payment of rent or other amounts owed prior to the move-out inspection, or for the payment of amounts necessary to restore the premises to their condition at the beginning of the resident's occupancy, normal wear and tear accepted.
- When the last remaining member of the household dies, the Hendersonville Housing Authority will allow the first listed emergency contact to enter the unit for the sole purpose of removing the belongings remaining in the unit. If the first listed emergency contact does not contact HAHC/RTS within three (3) days the second emergency contact will be contacted, if listed. If both contacts fail to contact HAHC/RTS, the North Carolina statutes in regards to removal, storage and charges to personal property will be followed by HAHC/RTS.
- The emergency contact has 30 days from the date of notification of death to HAHC/RTS to remove all items from the unit. Rent will accrue until all items are removed.

## OCCUPANCY

- Contact the post office annex for information on keys for the cluster boxes for mail. Your lease will provide the proof of residency the Post Office will need to verify your address. No fees will be charged for this service.
- Utilities are listed in HAHC/RTS's name. No deposits are necessary from tenants. Tenants can report electric outages to Duke Energy by stating the physical address of your unit. Gas emergencies should be called to 911. Water emergencies should be called to the HHA Office.
- You are expected to show respect for your neighbors and for your community. Disturbing the peace and tranquility of your neighbors is not permitted for any reason.



## HAHC/RTS HOUSE RULES-ATTACHMENT TO DWELLING LEASE

- If you have a Resident issue that causes your ability to peacefully enjoy your unit or is a community concern, you must complete a Resident Complaint Form. Forms are available upon request from the HHA Office or from the HHA website. The complaint will be reviewed.
- Tenant must not use the premises for purposes other than solely as a dwelling unit for the Tenant and Tenant's household members as identified on the HUD 50059, or permitting its use for any other purpose.
- Recertification appointments for continued occupancy with HAHC are scheduled on a yearly basis. At this time family composition, income, etc. will be reviewed. Residents must attend this appointment in order to renew their lease. All members of the household 18 years or older must attend the appointment. You will receive a notice in the mail 120 days prior to your annual recertification to set up an appointment.
- Tenant agrees to dispose of garbage, waste and rubbish in a safe and sanitary manner.
- Tenant must use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment in a safe manner.
- Residents and Resident's guest will not discharge or threaten to discharge a firearm of any type, including "B-B" guns, pellet guns, paintball guns, archery equipment, or slingshots. Any sharp edged or pointed objects, such as knives or swords, used in a threatening manner is strictly prohibited on HHA property. Discharging or threatening to discharge a firearm will be considered a serious violation of the terms and conditions of the lease.
- Tenant households having police reports for noise and/or disturbances amounting to three or more times may result in a 30-day notice of termination.
- Tenant or Tenant guests may not use loud, profane, rude, unmannerly, insulting, foul, offensive, obnoxious or threatening language or threatened abusive or violent behavior either by person, phone, letter, or by email when speaking to or in the presence of HAHC/RTS/HHA staff, residents, government officials, etc.

## SMOKING, ALCOHOL AND DRUGS

- Drinking of alcoholic beverages is strictly prohibited anywhere on HAHC/RTS Property except in the privacy of your unit.

## HAHC/RTS HOUSE RULES-ATTACHMENT TO DWELLING LEASE

- Smoking of tobacco products which involve the ignition and burning of tobacco leaves, such as (but not limited to) store bought or hand-rolled cigarettes, cigars, and pipes inside a HAHC/RTS dwelling unit, or the porch area, or anywhere within 25 feet of a HAHC/RTS structure are prohibited. All cigarette butts must be disposed of properly.
- The above stated prohibited smoking activities covers not only everyone living on the property, but also all live-in aides, guests and visitors. Each tenant is responsible for his or her live in aides, guests or visitors. Violations of prohibited activities by a live-in aide, guest or visitor will be considered to have been made by the resident(s) head of household.
- Any and all damages occurring to HAHC/RTS property due to the prohibited activities listed previously will be charged to head of household.
- Addiction to nicotine or smoking is not a disability. That stated, a person with a disability may request a reasonable accommodation if they are a smoker. However, smoking inside a dwelling unit/porch area/or within 25 feet of a HAHC/RTS structure is not a reasonable accommodation.
- There are no designated smoking areas.
- HAHC/RTS has a zero tolerance for drug activity on or off the premises by household members.

## THE GROUNDS AND COMMON AREAS

- You are responsible for the actions of the children in your household and guests.
- Residents are responsible for picking up and properly disposing of litter and debris from and around their apartment. All children toys, strollers, bikes, etc. are not to be left in the yard areas. The grass areas should be free of all clutter so mowing and trimming by the lawn maintenance staff of the Housing Authority can be done on a timely basis.
- Consumption of alcohol is not permitted outside the unit or on common grounds.
- Swimming pools, wading pools, children's pools or any type of pool will not be allowed on any of the HAHC/RTS properties.
- **DAMAGE TO TREES, SHRUBS, OR FLOWERS ON HHA PROPERTY WILL NOT BE TOLERATED.** Residents will be charged replacement costs if a member of your household or "guest" destroys any of these plantings.
- No planting on HAHC/RTS property is allowed. Residents may have flower pots or flower boxes on their porch area. The number of planters cannot cause overcrowding.

## **HAHC/RTS HOUSE RULES-ATTACHMENT TO DWELLING LEASE**

- HAHC/RTS has a zero-tolerance policy against graffiti, vandalism, or malicious damage done to the Housing Authority property. Any cost associated with the damage will be charged to the Resident. Residents will be responsible for “guests” or minors who engage in the above-mentioned activities. Resident’s lease may also be terminated.
- Solar lights are not permitted.
- Gas grills should not be used on the porch areas as it could become a fire or smoke hazard. Grills should be used at least 10 feet from the porch areas. Grills may be stored on the back porches only.
- The use of fireworks or explosives are prohibited on HAHC property.
- Contact the post office annex for information on keys for the cluster boxes for mail.
- Bicycles may be stored on porch areas. Bicycles found in the grass areas will be removed by HHA Staff.

## **BANNED/BARRED INDIVIDUALS – HAHC PROPERTIES**

- HHA has the right to ban individuals from all areas of HAHC/RTS property.
- HHA keeps on file a listing of banned individuals. The list is given to residents at move-in and hand delivered at the end of each month to your unit. New names are added as needed each month. The listing can also be viewed on the website, hendersonvilleha.org.
- Residents having a banned person in their unit is a serious violation of the ban policy that can result in a 30 day notice of lease termination. The Ban Policy is given to tenant at their move-in appointment and is also available at the HHA Office upon request or the list can be viewed on the HHA website at hendersonvilleha.org.

## **INSTALLATION OF SATELLITE DISHES/CABLE**

- Installation of dish/cable is the expense of the Tenant.
- Rules for the installation of dish/cable are provided to tenant at move in inspection. Please read the sheet carefully.
- It is the responsibility of the tenant to give installation notice to installer. If rules are not followed and damages occur, tenant could be charged with the cost of damages.
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## HAHC/RTS HOUSE RULES-ATTACHMENT TO DWELLING LEASE

### MOVE-OUT

- Residents must turn in their keys upon moving out. The rent will not stop unless the keys are returned to HHA. If keys are not returned when you move out, rent will continue to accumulate on your account. You will be responsible for the total amount due. If not paid, a judgment will be made against you in court and the amount will be turned over to the credit bureau.
- Mailbox keys will need to be returned to the post office.
- Tenants will forfeiture security deposit if a 30 day notice of moving is not given in writing to the HHA Office.
- The Landlord will refund to the Tenant the amount of the security deposit less any unpaid rent and damages within 30 days of move out if applicable.

### PEST CONTROL

- Tenant will promptly notify the Landlord of a pest infestation noted in or around their dwelling unit.
- Tenant will fully cooperate in any pest control efforts made by the Landlord.
- Infestation is defined as an infestation with numbers too great for the Tenant to treat effectively.
- Treatment costs for infestation due to Tenant fault will be charged accordingly.
- Bedbugs must be reported immediately. Treatment will be no charge to tenant.

### Mold

- Tenants shall make all efforts that prevent or eliminate mold or mildew, keeping in mind the season of the year and that some areas are more prone to mold than others. According the weather conditions, residents should use their bathroom fans as much as possible, clean areas prone to mold and do not keep piles of damp clothes or towels lying around. Heavy curtains left pulled across windows can create mold issues. Open curtains periodically to check for mold issues. If after normal cleaning routines, mold and mildew growth seems to be abnormal or difficult to control, the resident should contact the HHA Office. Cases of mold will be evaluated on a case by case basis.
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## HAHC/RTS HOUSE RULES-ATTACHMENT TO DWELLING LEASE

### ALTERATIONS

- Tenants shall not do any of the following to alter the dwelling structure or outside areas:
  - a. dismantle, change or remove any part of the appliances, fixtures or equipment in the dwelling unit;
  - b. paint or install wallpaper or contact paper in the dwelling unit;
  - c. attach awnings or window guards in the dwelling unit;
  - d. attach or place any fixtures, signs, or fences on the building(s), the common areas, or the property grounds;
  - e. attach any shelves, screen doors, or other permanent improvements in the dwelling unit;
  - f. install or alter carpeting, resurface floors or alter woodwork;
  - g. place any aerials, antennas, satellite dishes or other electrical connections on the dwelling unit;
  - h. install additional or different locks or gates on any doors or windows of the dwelling unit; or
  - i. operate a business as an incidental use in the dwelling unit.

### CHARGE FOR RETURNED CHECKS:

A charge of \$15.00 will be assessed for personal checks returned on the second occurrence. Personal checks will no longer be accepted on these accounts.

### KEYS AND LOCKS

The tenant agrees not to install additional or different locks or gates on any door or windows of the unit. Dwelling unit keys cannot be duplicated by the tenant. Duplicate keys can be obtained at the HHA Office for a fee of \$11.25. When the Lease Agreement ends, the Tenant agrees to return all keys to the dwelling unit to the Landlord.

Request for a lock change must come from the head of household and the charge will be \$50.00 during business hours and \$75 after hours, weekends or holidays.

### RESIDENT PROCEDURAL RIGHTS

#### a. Termination of Tenancy and Assistance

The termination procedures for RAD properties require that owners 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 tenants, owner 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.

## HAHC/RTS HOUSE RULES-ATTACHMENT TO DWELLING LEASE

### b. Termination of Assistance

In all other cases, the requirements at 24 CFR 880.607, the Multifamily HUD Model Lease, and other HUD multifamily administrative guidance shall apply.

### c. Grievance Process

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

- Residents be provided with notice of the specific grounds of the proposed owner adverse action, as well as, their right to an informal hearing with the owner;
- Residents will have an opportunity for an informal hearing with an impartial member of the owner's staff within a reasonable period of time;
- Residents will have the opportunity to be represented by another person of their choice, to ask questions of witnesses, have others make statements at the hearing, and to examine any regulations and any evidence relied upon by the owner as the basis for the adverse action. With reasonable notice to the owner, 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
- 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 these hearings, except if the (1) 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 determinations.

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