

HOUSING AUTHORITY OF THE CITY OF AUSTIN



# House Rules

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9/1/2015

## HACA LOW-INCOME PUBLIC HOUSING HOUSE RULES

Residency at \_\_\_\_\_ carries with it a pride of belonging to an active community. Every effort has been made and will continue to be made to make your home pleasant and comfortable. Your support and cooperation as a resident is of utmost importance. The observance of these policies will help maintain our high standards of living.

The House Rules, approved by the HACA Board of Commissioners, are for the benefit of all Public Housing residents. The House Rules include information from the HACA Lease Agreement, the accompanying attachments or from the Admissions and Continued Occupancy Plan (ACOP). For additional policies and rules, refer to the HACA ACOP or speak to your Public Housing Manager.

Residents agree to abide by the House Rules and receipt of the rules are acknowledged by the signature page attached. These standards will be applied fairly and uniformly to all residents. Failure to abide by the House Rules is a violation of the lease terms and can result in eviction.

**The management office phone number is:** \_\_\_\_\_

**The management fax number is:** \_\_\_\_\_

**The maintenance dispatch number for repairs is:** (512) 477-8518

It is our desire to work hard to provide a quality living environment for our residents. Following are HACA's House Rules that all residents are to abide by:

### **Smoking**

Smoking is prohibited in residential units and common areas including outdoor patios, hallways, stairwells and parking lots. Smoking is only allowed in **designated outdoor areas**. HACA's smoke-free housing policy applies to all residents and their guests.

Definition of smoking: SMOKING means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, e-cigarette, pipe, weed, plant, or other combustible substance in any manner or in any form.

Failure to comply with the terms of the smoke-free housing policy may be cause for lease enforcement action, up to and including eviction/lease termination.

### **Community Environment**

To enhance the appearance of our community, it is the responsibility of everyone to maintain the common areas in a clean and uncluttered manner.

- ◆ Walkways, patios and parking areas should be kept clean of debris and garbage.
- ◆ All trash should be taken to the many dumpsters provided for you around the property. For properties without
- ◆ Do not place trash beside/outside the dumpster because it will not be picked up and is a health hazard.
- ◆ Do not put large items such as old furniture, appliances, mattresses, etc in or near the dumpster. The disposal company will not pick up these items. You are responsible for hauling to the dump those items too large to fit in the trash dumpsters. Under certain circumstances, HACA may provide hauling of large items; however, you must obtain permission from HACA before placing large items out for pick-up.
- ◆ You are responsible for placing items that can be recycled in the appropriate recycling bins, if a recycling program exists at your assigned public housing community.
- ◆ You shall not feed, nor leave food or seeds out for wild birds, wild or domestic animals, either outside the premises, in the common areas or on porches. This practice attracts rodents, creates bird and animal droppings and results in unsafe and unsanitary living conditions. Leaving any materials in any manner that will attract such animals onto HACA property shall be prohibited.
- ◆ Do not speed in the parking lot or on HACA streets. Children are playing.

### **Porches And Patios**

To ensure clean, uncluttered unit exteriors, it is the resident's responsibility to adhere to the following restrictions regarding what may be placed in your patio and front porch areas. Patio furniture may consist of:

- ◆ Patio chairs (outdoor use only)
- ◆ A small patio table
- ◆ Small potted plants
- ◆ All items must be proportionate in size to your patio.
- ◆ All items are to remain on your patio and not on any grassy area.
- ◆ No swimming or wading pools, unless prior approval is received from the Property Manager.
- ◆ Furniture that is customarily used indoors (such as recliners, couches, desks, end tables, dining chairs, etc.) is not allowed on your porch or patio.

Since the appearance of patios and balconies affect the appearance of our community, patios and balconies may not be used for the storage of trash, boxes, tires, auto parts, broken furniture, appliances, aluminum cans, exercise equipment, etc. The management reserves the right to monitor the decor and appearance of your patio or balcony.

If you have such items on your patio/porch, you will receive written warning to remove the items. If you do not remove the items, the maintenance staff will remove and dispose of them for you, and you will be assessed a disposal fee. Residents will have 72 hours after the warning has been provided to remove any items that the management staff deems as in violation of the policy. Residents have 24 hours after the warning has been provided to remove any item that the management staff deems as a hazard to others or to the environment.

Bicycles can be stored ONLY if storage does not cause obstruction to windows or doors. Bicycles must be in good working condition. Rusted, broken or otherwise inoperable bicycles must be removed and disposed of by resident. Otherwise, a maintenance charge for removal by staff will be assessed to the resident.

Satellite dishes may not be attached to Public Housing building or be unsightly. You must request written permission through the Property Manager to schedule installation of the service, as our staff will provide installation instructions that meet HACA standards and local code requirements, including:

- ◆ Each household may install one satellite dish or antenna, not exceeding one meter in diameter (3.3 feet).
- ◆ Under no circumstances may a satellite dish be located on the roof. Installation is not permitted on the exterior
- ◆ Installation is not permitted in common areas that other residents are allowed to use or at the entrance to a property.
- ◆ You may not drill holes through outside walls, door jams and window sills. Operation of the dish or antenna must be compliant with FCC order.
- ◆ You must remove the dish or antenna, along with any required equipment, upon move-out. Failure to remove the equipment, or any damages caused by misuse, accident, or negligence will result in maintenance charges for damages.

### **No Shopping Carts Are To Be Stored Or Left On Property Or In Units, Unless Your Manager Has A Designated Area For Storage Of Shopping Carts.**

**Do not leave clothes on the clothesline longer than necessary. Do not place heavy or bulky items on the clothesline. Remove all items from the clothesline when raining and pick up clothes if they fall to the ground.**

### **Trash Receptacles**

For residents of Bouldin Oaks, Shadowbend and Manchaca II, trash is picked up via the City of Austin solid waste services. You are provided trash receptacles that are placed on the curb for trash pick-up on the assigned days. All trash receptacles are to be stored in the back of your unit, NOT the front of your unit. The only time your trash receptacles should be in view from the front is on your assigned trash day. Once the trash truck has picked up the trash, residents must return the empty receptacles to the back of their units. There will be a maintenance charge assessed to the resident if the trash receptacles have to be moved by maintenance staff to the back of the resident's unit.

### **Alterations, Changes To The Exterior Or Interior**

Residents are not to make repairs or alterations or install any equipment to the interior or exterior of the unit without the prior written consent of HACA, including and not limited to security bars, screen doors, satellite dishes, storage sheds, etc.

Residents are not to alter the apartment through use of paneling, wallpaper, contact paper, carpeting, built-in shelving, room dividers, etc., which are attached to any wall, floor, shelves, drawers, or ceiling surfaces. Only those items that are freestanding and not attached may be used, such as freestanding shelves, lamps and other items which do not damage the walls or other surfaces. Please use the following guidelines when decorating your home:

- ◆ All window coverings are provided by HACA. When viewed from the outside, all windows must show white or light background.
- ◆ The following items are examples of what is NOT PERMITTED as a window covering:
  - Aluminum Foil
  - Newspaper
  - Towels
  - Posters
  - Bed Sheets or blankets
  - Cardboard boxes
- ◆ Holiday decorations are allowed, but must be removed no later than two weeks after the holiday. DO NOT use spray snow on your window and door screens; it does not come off easily and you will be charged for the replacement of the screen.
- ◆ No changes or additions may be made to the exterior of the building, including patios and balconies.
- ◆ You may decorate your home interior by hanging pictures, artwork, etc. Upon move out, in order to receive a refund on your security deposit, you must return the apartment to its original condition, except for reasonable wear and tear as defined by statute. If you fail to do so, you will be charged according to the fee schedule that is in your Management office. This includes the removal of shelf-paper, tub or shower decals, shelf brackets, hooks, towel holders or using paint sealers to cover dark or unusual shades of paint.
- ◆ Residents are responsible for any damages caused by their waterbeds.

### **Rent And Late Payments**

In accordance with the terms of your lease, the full rent payment is due on or before the first (1st) of every month. Rent is considered delinquent at 8:00 a.m. on the 6th day of the month. A \$15 LATE FEE will be applied at that time and must be included with rent payment. NO CASH IS ACCEPTED. No payment arrangements are permitted. No partial payments will be accepted. This includes payments of excess utility usage and cable, if this applies to your community. Forms of payment accepted include personal checks, cashier checks or money orders.

When a check is returned for insufficient funds or is written on a closed account, the rent will be considered unpaid and a returned check fee of \$10 will be charged to the family plus a late fee charge. The fees will be due and payable 14 days after billing. Checks will not be accepted for a period of 12 months if HACA receives a returned check. If there is a second returned check, this will no longer be an acceptable form of payment for your account.

Late payments of rent 4 times or more within a 12 month period is considered a serious violation of your lease and may be grounds for eviction. Please ensure you pay your rent on time.

### **Early Bird Prize Drawings**

Residents that are in good standing with their lease agreements, pay their full rent in advance by the end of business the last day of the month and remain current with all other applicable payments to HACA to include maintenance fees, cable charges, repayment agreements, etc will enter a drawing to win a \$15 gift card to a local vendor (HEB, Target, Wal- Mart, etc.) Drawings will be held monthly.

### **Extermination**

All dwelling units receive monthly routine pest control services. Any pest related emergencies should be reported to the Property Manager or called in to the dispatch maintenance number. Extermination will be scheduled for the next

available date. The exterminator will require your full cooperation to be effective. If you refuse this service, you will be in violation of your lease, and you may be assessed a fee.

If your household fails a housekeeping inspection due to infestation and service has previously been refused, you may be charged to bring the unit into compliance.

### **Maintenance**

All maintenance requests must be called in to the maintenance dispatch number at 512-477-8518.

Maintenance requests will be completed in a timely manner. Non-emergency requests will be completed between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays.

Report any malfunctions or maintenance requests promptly and early in the day so that increased repair costs and damage to your property and ours can be avoided. Maintenance personnel are not allowed to accept verbal requests. In no case shall a resident approach Maintenance Staff and direct them or assign tasks to Maintenance Staff. It is extremely important that you notify the dispatch office of any needed repairs, water leaks, broken door locks, etc as soon as possible. Do not perform your own maintenance. You must allow HACA access to the unit to make repairs. When applicable, service charges for parts and labor will be billed to you. HACA shall have the right to temporarily and without notice turn off equipment and interrupt utilities to avoid damage to property or to perform repairs or maintenance, which require such interruption.

### **Maintenance Emergencies**

EMERGENCY MAINTENANCE WORK CAN BE PERFORMED AT ANY TIME (day, night, weekends, holidays). All emergencies must be called in to the maintenance dispatch number at 512-477-8518. An employee will be available to respond to true emergencies at all hours. Calls received after hours, weekends and holidays will be answered by an answering service. The answering service will contact the on-duty maintenance staff, who will either call or come to the dwelling to determine the appropriate course of action.

When conditions in the unit are hazardous to life, health or safety, HACA will make repairs or otherwise abate the situation within 24 hours. Defects hazardous to life, health or safety include, but are not limited to, the following:

- ◆ Any condition that jeopardizes the security of the unit.
- ◆ Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling.
- ◆ Natural or LP gas or fuel oil leaks.
- ◆ Any electrical problem or condition that could result in shock or fire.
- ◆ Absence of a working heating system when outside temperature is below 50 degrees Fahrenheit.
- ◆ Utilities not in service due to no fault of the resident, including no running hot water.
- ◆ Conditions that present the imminent possibility of injury.
- ◆ Obstacles that prevent safe entrance or exit from the unit.
- ◆ No functioning toilet(s) in the unit.
- ◆ Inoperable smoke detectors.

**Report water leaks and mold immediately.**

### **Toilets**

We recommend that all residents purchase a plunger for all minor toilet clogs. If not successful, please call dispatch at 512-477-8518. DO NOT put diapers, wipes, sanitary napkins, paper towels, Q-tips, cigarette butts, grease, or hair in the toilet. This will cause a clog and possible overflow. If you stop up the toilet, there will be a maintenance charge of \$25 to unclog it. Resident shall not use drain cleaners of any kind, other than common household bleach.

### **Inspections**

HACA staff may conduct a special inspection for any of the following reasons:

- ◆ Housekeeping – conducted on a quarterly basis
- ◆ Unit condition
- ◆ Suspected lease violation
- ◆ Preventive maintenance
- ◆ Routine maintenance
- ◆ There is reasonable cause to believe an emergency exists

In an effort to ensure all residents are properly maintaining their units and to address any minor maintenance issues in a timely manner, the management office conducts quarterly housekeeping inspections. Additionally, HACA is required to conduct general inspections on every unit at least once a year.

Your manager will notify you in writing at least 48 hours in advance of any inspection. Residents are not required to be present for their unit inspections. If it is determined by management that needed repairs went unreported by the resident and/or were caused by the resident's household and/or guests, the resident will be financially responsible for such repairs. This may also be grounds for placing the resident on probation for failure to timely report needed repairs.

### **Doors**

Doors of apartments must be locked during your absence. Always carry your key when going out. Management will not be responsible for articles missing from the apartment.

Residents are not permitted to have their own locks on any doors (inside or outside). **IMPORTANT:** Door locks installed on bedroom or bathroom doors that lock from the outside of the room are **NOT ALLOWED**. This is a safety hazard. Installation of additional locks or security devices must be approved in advance by the management, and must be installed by a HACA maintenance staff member. HACA must be able to gain access for routine maintenance, inspection purposes and in the event of any emergency.

Under no circumstances shall a resident tamper with or prop open any door to a common area, management office, community room, etc. This includes all entry doors at all high rise apartment complexes.

### **Lock Changes**

A resident-requested lock change will be at a cost of \$15 for a door lock, and \$10 for a mailbox lock change.

### **Lock Outs**

During business hours, there will not be a service charge to gain entry to your unit. There is a \$30 lock out fee for requests after hours, including weekends and holidays. Doors will not be unlocked for any person under 18 years of age, or for a person not listed on the lease. Proper identification must be provided at the time of emergency response.

### **Smoke Detectors**

Your apartment is equipped with a smoke detector, which was tested before you moved in. After move in, it is the responsibility of the resident to periodically check the smoke detector. If it needs to be repaired or replaced, please contact maintenance dispatch at 512-477-8518.

**DO NOT** remove batteries from the smoke detectors. **DO NOT** remove the smoke detectors from the ceiling. If it is determined that you have tampered with or removed any smoke detectors you will be financially accountable for the replacement of or the repair of the smoke detectors.

### **Resident-Owned Appliances**

All units are equipped with a refrigerator/freezer and stove. If a resident wishes to add an additional appliance, such as a window-unit air conditioner, freezer or washer, the resident must receive written approval from the manager. In addition, there will be a monthly surcharge for all extra appliances used in the unit.

- ◆ Window unit air conditioners are **not** allowed in units with central air conditioning.
- ◆ For units **without** central air conditioning, window unit air conditioners must be in good working condition

and must be installed with proper bracing and/or brackets. Maintenance staff will provide the proper materials and install your window unit for a nominal fee of \$30.

- ◆ All resident-owned appliances must be in good working condition. If your appliance is in disrepair, you will be required to dispose of it or have it repaired in a timely manner.
- ◆ Appliances cannot be stored on porches or patios at any time.
- ◆ Only authorized appliances may be used in the unit. This is to prevent any fire hazards from occurring.
- ◆ Check with your manager to determine what type and size of washer/dryer may be used in your unit, if at all.
- ◆ Window unit air conditioners must be in good working condition and must be installed with proper bracing and/or brackets. Maintenance staff will provide the proper materials and install your window unit for a nominal fee of \$30.
- ◆ Each room in your unit must have two means of escape in the event of a fire. If your window-unit air conditioner is determined to block escape in a room, you will be required to remove the air conditioner. This requirement does not apply to units located above the 3rd floor.
- ◆ HACA's maintenance staff is not responsible for performing repairs or maintenance on any resident-owned appliances.
- ◆ All dryers must have a method to vent lint. If no external dryer vent is available, the resident must have a portable dryer vent receptacle. If there is not one in the unit, Maintenance staff will place one in the unit for a fee.

### **Fire**

Fires are a serious problem in any apartment community. Though damage is usually confined to property loss and damage, the loss of personal items can be quite an emotional experience. Most often started through carelessness with cooking, matches, cigarettes and candles, many fires can be avoided by using caution and common sense. If a fire is started due to carelessness on the part of the resident and/or occupants and guests, the resident will be financially responsible for the full amount of repair to the unit.

In order to help prevent fires, please review the following tips:

- ◆ Cooking grease should be completely cool before you dispose of it in a trash receptacle. Make sure you place it in a metal pan.
- ◆ Do not burn candles in your unit. This is not only dangerous, but also a lease violation.
- ◆ BBQ grills are not allowed on patios at any time. They are to be stored no less than five (5) feet from the building when not in use and ten (10) feet from the building when in use.
- ◆ Do not allow young children to operate the stove.
- ◆ Properly supervise young children and ensure they do not have access to matches and cigarette lighters.

### **Renters Insurance**

In order to protect yourself and your belongings against fire, theft, water damage and vandalism, as well as personal liability, we strongly recommend that you purchase a policy of household or renters insurance. It is the owners' responsibility to insure the building structure; our policy does not cover your personal belongings or liability.

### **Freezing Weather**

In the event of severe, freezing weather, your apartment community will post or distribute FREEZE ALERT signs. Please take the following precautions as soon as you see these signs:

- ◆ Drip all the faucets in your apartment. Drip both the HOT and COLD water. Leave the faucets dripping until the FREEZE ALERT signs are removed from the entrances to the community.
- ◆ Turn on the heat and set on 50° minimum. Open your closet and cabinet doors to keep plumbing fixtures and plumbing pipes in exterior walls from freezing.

If you will be gone from your unit for an extended period of time, leave the thermostat on 50° minimum. These precautions are essential in order to avoid substantial damage to your apartment from broken pipes. If you fail to take these precautions, you may be liable for damages to you and your neighbor's apartment. This is especially important if you do not have insurance to cover this damage.

### **Suspicious Activity And Noise**

Identifying suspicious behavior: Every resident has a responsibility to report any suspicious behavior to the manager. Never attempt to apprehend a person committing a crime. Leave any confrontations to the police. Allow the police to perform the job they are trained to do.

Noise from neighbors: No apartment is sound proof. Play your home TV/stereo and car stereo at a moderate level. This is a city code, especially after 10 pm. If you have a noise complaint concerning a neighbor, we recommend the following procedure:

- ◆ First, speak to your neighbors yourself. They may not be aware of the disturbance.
- ◆ Second, if the problem persists, contact the management office. Please call the office again during business
- ◆ Third, contact the police. These calls are considered low priority, but they will respond. If someone is disturbing you, we ask you, as neighbors, to first notify them. If the problem continues, then notify the management office and we will take the proper action.
- ◆ For after hours noise complaints, call 911.

### **Lighting**

If you notice that security lights are not functioning on the property, please notify our management office and we will address any needed repairs.

### **Pets**

All residents must abide by the HACA Pet Policy. You must have completed the HACA Pet Lease Agreement in the office in order to have a pet and have management approval prior to bringing the pet into your unit. You must pay a \$50 deposit per pet. No more than two (2) pets are allowed per household. The family must comply with all provisions stated in the Pet Policy and Pet Lease Agreement.

### **Guests**

Residents may have guests visit and stay overnight on occasion. Residents are responsible for the actions of all guests and visitors while they are on property.

A guest may stay overnight no more than 3 consecutive or a maximum of 14 cumulative nights per year. Residents MUST request and receive advance written approval from the manager for any guests who will be staying longer than the allowed 3 consecutive or 14 cumulative nights. Requests are to be made in writing to the manager. Approval will be made at the discretion of the manager.

### **Soliciting**

For your protection, we do not allow solicitors. Please do not encourage solicitors, and advise the office of any trespassers. Do not solicit your neighbors for money or loans. Remember to keep your doors and windows locked. The management cannot be responsible for any personal possessions or persons. Please consider renters insurance for protection.

### **Complaints**

Routine problems should be reported to the office during business hours. Written complaint forms are available in the management office. In case of emergencies and suspicious activity call 911.

### **Vehicles/Parking**

All residents must abide by the HACA Parking and Towing Policy.

### **For Scattered Site Residents Only**

You must keep the lawn, hedges, and shrubs and any other landscaping mowed and properly trimmed at all times. Compliance with all applicable Homeowners Association rules, covenants, and restrictions must be followed.



### **Checking Out When Vacating Apartment**

Rent is due in full for the month, even if notice to vacate has been given. You must give at least a fifteen (15) day notice, in writing, of your intent to move out. Failure to give proper notice could result in additional charges to the resident. The resident is responsible for rent, damages and other charges incurred until such time as they inform the Property Manager of their move, have vacated the unit and have turned the keys in to the Property Manager. For residents vacating a unit

on any day except the last day of the month, rent will be refunded on a pro-rated basis for the number of days remaining in the month.

- ◆ In order for the apartment to be properly checked out, you must have physically moved all possessions out of the apartment prior to turning in your keys.
- ◆ You must turn in your apartment keys within 24 hours after having vacated the apartment. You will be charged rent until all of the keys are received. Failure to return keys after vacating the unit will result in posting the vacated unit for abandonment.
- ◆ After your apartment is checked, and the cost of cleaning (if necessary) and any repairs for damage to the unit or equipment, or for missing items or unpaid rent is calculated, you will be refunded any amount due to you from the security deposit within thirty (30) days.
- ◆ If you cannot pay all charges due at move-out, ask to make arrangements to pay the charges off over a reasonable length of time. This will save your credit rating from an unfavorable report. If you fail to pay or make arrangements to pay when moving out, HACA will send you a notice of the amount owed, indicating that if payment is not received within ten (10) days, the amount will be turned over to a Collection Agency.

### **Move-Out Cleaning Instructions**

#### **Kitchen**

- ◆ Refrigerator: Clean, wash and disinfect all interior and exterior surfaces.
- ◆ Range: Clean all surfaces to remove grease and burned-on particles. Thoroughly clean knobs and polish
- ◆ Vent hood: Clean all surfaces to remove grease and burned-on particles. Remove, clean and reinstall filter. Do not attempt to clean secondary charcoal filter!
- ◆ Sink: Scrub and clean sink with appropriate cleanser. Clean garbage disposal insert or gasket, cover and sink strainer. Polish faucet set.
- ◆ Cabinets and Drawers: Remove all lining material, wash and disinfect all shelves and interior surfaces. Clean and shine countertops and cabinet fronts.
- ◆ Nooks: Clean areas between appliances, walls, and cabinets.
- ◆ Floor: Sweep and scrub.

#### **Bathroom**

- ◆ Bath/Shower: Thoroughly clean tile, porcelain or fiberglass surfaces. Do not use Ajax or similar abrasive on fiberglass. Polish faucet sets and chrome.
- ◆ Commode: Remove disinfectant devices from the tank. Clean and disinfect all surfaces.
- ◆ Sink: Clean and scour sink. Polish faucet set.
- ◆ Mirror: Clean with glass cleaner.
- ◆ Cabinets, Drawers and Medicine Cabinet: Remove all lining material, wash and disinfect all shelves and interior surfaces. Clean countertop and cabinet fronts.
- ◆ Floor: Sweep, clean and disinfect.

#### **General**

- ◆ Clean all light switch plate covers, electrical outlet covers, all window, and sliding glass door tracks, windows, the front door, mini-blinds and all light fixtures and ceiling fans.
- ◆ Sweep patio; sweep cobwebs from around sliding glass door and other areas. Clean patio light fixture. Clean sliding glass door.
- ◆ Vacuum carpet, if applicable.

- ◆ Remove debris from fireplace and thoroughly clean ashes from fireplace interior surfaces, if applicable.
- ◆ Make sure all debris is removed from the apartment, including clothes hangers, phone books and trash bags.
- ◆ Replace all burned out or missing incandescent light bulbs.
- ◆ Replace dead or missing smoke detector batteries.

**A copy of our standard charges is kept at the Managers office for your review.**

**RESIDENT HANDBOOK AND COMMUNITY POLICY AND PROCEDURE ADDENDUM SIGNATURE**  
**PAGE**

Acct Number: \_\_\_\_\_

Name of Resident: \_\_\_\_\_

Property: \_\_\_\_\_

Address: \_\_\_\_\_

Move in Date: \_\_\_\_\_

I acknowledge that I have received a copy of the HACA House Rules Addendum. I acknowledge that pursuant to section 11 paragraph D of my dwelling lease, this addendum is incorporated as a part of my lease contract. These policies are in addition to the rules and policies outlined in my lease.

The addendum is subject to change, as provided in my lease contract.

HOH Signature \_\_\_\_\_ Date: \_\_\_\_\_

Co-HOH Signature \_\_\_\_\_ Date: \_\_\_\_\_