

HOUSING AUTHORITY OF THE CITY OF  
VERNON, TEXAS

1111 Ross Street  
P.O. Box 1780  
Vernon, Texas 76385  
(940) 552-5744

**RULES AND REGULATIONS**  
RESOLUTION 3644 LEASE 022813



EQUAL HOUSING OPPORTUNITY

The Housing Authority goal is to provide drug free, decent, safe and sanitary housing for eligible families; and to provide opportunities and promote self-sufficient and economic independence for residents.

The following rules and regulations are a part of the lease and the tenant agrees to abide by such. These rules apply to the tenant, any member of the tenant's household, guests or other persons under the tenant's control. Failure to do so could mean the termination of their lease.

**YOUR ACCOUNT** is due, in full, on the **first** day of each month, regardless of the day that you moved in. A late payment charge of \$35.00 plus a certified letter charge will accrue for accounts not paid in full by the tenth (10<sup>th</sup>) day of the month due, regardless of whether the tenth (10<sup>th</sup>) day falls on a weekend or holiday, and if no written agreement of lease parties exists.



### **SECURITY DEPOSITS**

All tenants are required to pay a deposit, which is refunded after you move out provided there are no charges against your account. The Security Deposit to be paid by elderly tenants will be \$100.00 payable in one lump sum at the time of occupancy. The Security Deposit to be paid by non-elderly family tenants will be \$150.00 payable in one lump sum at the time of occupancy.

### **RENT COMPUTATIONS AND ANNUAL RE-EXAMINATIONS**

You will be scheduled, at least once a year, to come into the office for an update of income, family composition, medical bills, etc. Your rent will then be adjusted accordingly. However, anytime you have a change of income or household composition, you are required to report these circumstances to the office within 10 (10) days of the change. False statements or information are punishable under Federal law and grounds for termination of housing assistance and termination of tenancy. No change will be made in rent until adequate verification to justify the change has been received by the Authority and Tenant has signed the "Rent Choice Certification Form." Tenant's failure to sign the "Rent Choice Certification" form will be considered a serious lease violation and grounds for eviction.

### **WHO LIVES WITH YOU?**

No persons except the individuals on your signed lease are allowed to live in your apartment. You do not sublet or transfer possession. You may have guests for a short time. (See Section 7A of your lease.) With written consent of the Authority, you may care for foster children. If you allow persons to live with you that are not listed, this is valid ground for eviction and legal action may be taken.

## “ONE STRIKE AND YOU’RE OUT”

As of October 24, 1996, by Housing Authority Resolution No. 999, “One Strike Policy” went into effect. Dwelling lease language is as follows:

The tenant, any member of the tenant’s household, or a guest or other person under the tenant’s control shall not engage in criminal activity, including drug related criminal activity, on or off the Authority’s premises, or near the Authority’s premises, while the tenant is a tenant in public housing, and such criminal activity shall be cause for termination of lease. The term drug-related activity means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance. The tenant

is deemed to have engaged in criminal activity including drug related criminal activity if the Authority proves such activity by a preponderance of the evidence.



Termination of Tenancy: ANY criminal activity is grounds for eviction if it threatens the health, safety, or right to peaceful enjoyment of the premises by other residents. ALL drug-related criminal activity occurring **ON OR OFF THE PREMISES** is cause for eviction. A tenancy can be terminated and the household evicted when the resident, any member of the resident’s household, or a guest engages in the prohibited criminal activity. The Extension Act allows the Authority to evict ANY person who the Housing Authority for the City of Vernon, Texas, determines is illegally using a controlled substance or whose illegal use of a controlled substance is determined by the Housing Authority for the City of Vernon to interfere with the rights of other residents. ANY drug-related or criminal activity in violation of the term of the lease will be treated as a “serious violation of the material terms of the lease.” The Authority has a One Strike or “zero tolerance” policy with respect to violations of lease terms regarding criminal activity. Alcohol abuse is grounds for termination of tenancy if the Authority determines that such abuse interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents. Criminal activity is cause for eviction even in the absence of conviction or arrest. Any activity, not just a criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the Authority will terminate tenancy. Any provisions in state laws that require conviction in order to evict residents are pre-empted by federal law.

Drug-related criminal activity includes the felonious manufacture, sale or distribution, or the possession with intent to manufacture, sell, or distribute, of a controlled substance. Drug-related criminal activity also includes the felonious use, or possession (other than intent to manufacture, sell, or distribute) of a controlled substance.

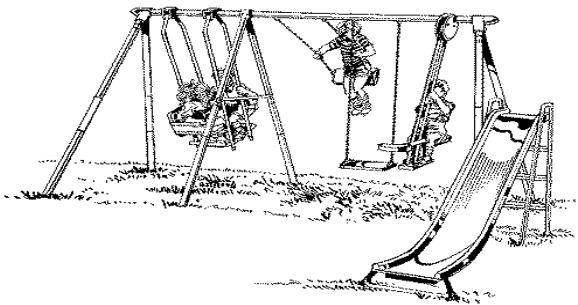


No loitering, gambling, drugs, bootlegging or other illegal activities will be allowed.

Firearm use, including BB guns, is forbidden on project grounds.

Remember that you are fully responsible for the actions of your visitors or guests. Any threat to the health and safety of other residents caused by a resident or guest will be just cause for eviction.

We ask that you do not disturb other tenants. Excessively loud parties or music will not be tolerated. The Housing Authority in all cases shall retain the right to control and prevent access into the buildings and grounds of all persons whom it considers undesirable. The tenant and members of his/her household and guests shall comply with all laws and city ordinances affecting the use or occupation of the premises.



Those of you who have children are also responsible for your children's actions both at home and within the community in which you live. Children should not play in the streets or in neighbor's yards. Please keep your children in your yard so they do not disturb or destroy your neighbors' yard.

Tenants must keep their yards clean. This includes the porch to be kept free of old furniture and garbage. The Housing Authority will haul off old furniture, etc. Violations will initially result in a written warning that \$25.00 fine will be imposed if problem is not corrected within 24 hours. After three violation notices, the Housing Authority will no longer notify tenant with a written warning. The Housing Authority will remove the items and the \$25.00 fine will be charged to the tenant. Please do not send small children who cannot reach the container opening to empty garbage for you. Help us to help you keep a clean, sanitary community.

Each tenant is assigned a specific parking space for his unit. All trucks and cars shall be parked in the parking area in the street. **At no time shall they be driven on the lawns.** If management finds that tenant has been warned more than two times, vehicles will be towed immediately away without any further notice at the owner's expense. If this rule is repeatedly broken, it is grounds for this lease to be terminated.

All motor vehicles owned and/or operated Housing Authority property must show a inspection and must be in working vehicles (that are not in running parked for more than 48 hours. continues to leave the vehicle notification, the vehicle will be owner's expense.



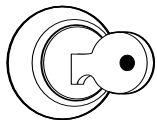
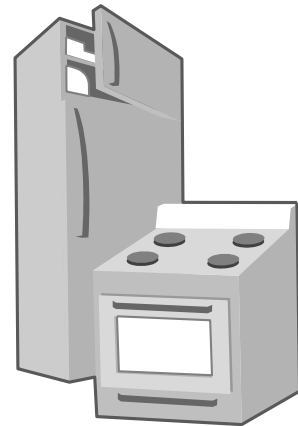
by any resident on valid registration and condition. No condition) shall be If the tenant parked after towed off at the

Only minor repairs are to be done on vehicles. A car or truck is not to be placed on jacks or blocks and left for even a few minutes. This, too, is dangerous because of the children in the neighborhood. No vehicle of any kind can be washed on site. There will be a \$30.00 charge for doing so.

The Authority agrees to furnish a range and refrigerator in working order. It is your obligation to clean these appliances and keep them in a sanitary condition. **Please do not use a knife, ice pick or other sharp object when defrosting your refrigerator.** This could lead to damages and replacements costs. Keep stove oven and stove top (underneath) clean of grease. (This will cause grease fires.) Do not attach decals or stickers to Housing Authority stoves or refrigerators or to the doors or walls. This will be considered damages and you will be charged accordingly.

If you have a pet, you must pay a non-refundable pet fee and abide by the Pet Policy. You may obtain a copy from the office.

It is necessary that you report all needed repairs in person or by phone directly to our Maintenance Department at 552-5644. This number will be answered 24 hours per day, seven (7) days a week. Employees have no authority to act except on written work orders from the maintenance department office. If you see a condition that is hazardous to life, health or safety, please report it immediately.



After hour maintenance calls should be for emergency cases only. A \$42.50 charge will be applied for unlocking apartments after hours. (A copy of Repair Charges is available in the office.)

The tenant shall not make any alterations or repairs to the premises or the equipment therein and shall not install any additional locks, fixtures or display signs or placards without written permission of the Housing Authority.

No tacks, nails, other fasteners, or cement shall be used in laying carpets, rugs or linoleum on the floors of the dwelling unit. No bolts or screws shall be placed into the wall, ceilings, doors or trim.

No shades or awnings or window guards shall be used except such as shall be installed or approved by the Authority. All window screens must be kept in place on the windows.

Do not leave outside water hoses connected to faucets during freezing weather. This causes the pipes to freeze and burst inside your apartment.

Smoke alarms are furnished in each apartment. **They must be left up and in working order.** Please do not remove batteries and report any non-working smoke detectors as soon as possible. If the battery needs replacing, contact the office and we will furnish one. Photocell light fixtures are also furnished on the front and back porches of each

apartment. They must be left up and in working order. Please do not remove light bulbs and do not cover these fixtures with anything. Putting something over the fixture is a serious fire hazard and this could also cause a serious violation on our annual inspections. If the lights are out, contact the office as soon as possible and we will replace the bulb. Any impairment of safety equipment, including smoke detector batteries, photo cell light fixtures, etc., caused by the tenant, tenant's household members or guests will, initially, result in a written warning which states a \$50.00 fine will be imposed upon a second violation and a third offense shall be construed by all parties as a serious lease violation and grounds for lease termination.

**PLEASE NOTE:** The Housing Authority is not responsible for your personal belongings; therefore, you may wish to carry insurance on your furniture and clothes. This includes carpet and any other items installed.

## **DO'S AND DON'TS**

Residents shall neither use nor keep flammable materials in their apartments. Keep lawnmowers, edgers, gas weed eaters, gas cans and all other gasoline-operated equipment out of the apartments.

Do not smoke inside the unit. Tenant's choosing to smoke outside must use a proper waste receptacle and discard remains in a timely manner and in accordance with Section D.4(a) of the lease.

Do not chop or cut meat or other foods on top of your cabinets. This will ruin your formica!

Do not pour grease in drains.

Do not caulk windows or doors shut.

Do not install or maintain any type of waterbed in the units.

If using shelf paper, please do not use an adhesive type.

Do not allow the wall or surfaces of your apartment to be abused by knocking out holes, marking by pencil, crayon, paint or ink.

The tenant shall not install ceiling fans without written permission from the Housing Authority.

Plumbing and electrical equipment shall not be used for any purpose other than those for which they were constructed.

Any person other than Housing Authority maintenance shall install no radio or T.V. wires of any description on the buildings.

All Christmas/holiday decorations must be removed within one week after the holiday has passed. This includes spray snow on any part of the unit.

Keep hot water heater closets and central heat/air conditioner closets free from lint and fuzz. Do not put anything in these closets. (There is an open flame and this will cause fires.)

Back and front doors, and at least one window in your bedroom(s) and one in your living rooms must be readily accessible in case of a fire.

**Please do not use gas risers for storing rakes, water hoses, etc. This is a violation of the railroad commission minimum safety standards for which the Housing Authority will be cited.**

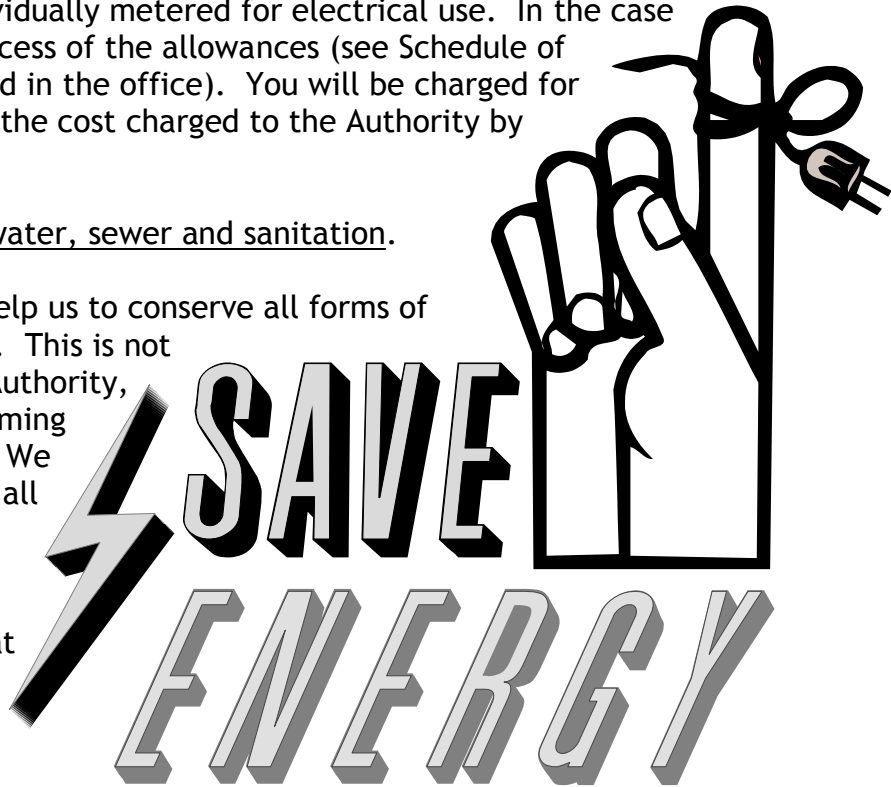
## The Energy Shortage and Your Utilities

All family units are Individually metered for electrical use. In the case of electrical usage in excess of the allowances (see Schedule of Utility Allowances posted in the office). You will be charged for such excess based upon the cost charged to the Authority by the utility companies.

The Authority pays for water, sewer and sanitation.

As a tenant, you must help us to conserve all forms of energy, including water. This is not only very costly to the Authority, Authority, but it is becoming more limited in supply. We must insist that you use all efforts to conserve utility usage.

Help us conserve, so that all of our children will be able to enjoy the benefits that we enjoy. Let's "SAVE" for them!



## HOUSEKEEPING STANDARDS

In an effort to improve the livability and conditions of the apartments owned and managed by the Authority, uniform standards for resident housekeeping have been developed for all tenant families.

- **Authority Responsibility:** The standards that follow will be applied fairly and uniformly to all tenants. The Authority will inspect each unit at least annually, or whenever deemed necessary by the Authority, to determine compliance with the standards. Upon completion of an inspection, the Authority will notify the tenant in writing if he/she fails to comply with the standards. The Authority will advise tenant of the specific correction(s) required to establish compliance. Within a reasonable period of time, the Authority will schedule a second inspection. Failure of a second inspection will constitute a violation of the lease terms.
- **Tenant Responsibility:** Tenant is required to abide by the standards set for the below. Failure to abide by the Housekeeping Standards that result in the creation or maintenance of a threat to health or safety is a violation of the lease terms and can result in eviction.

➤ **Housekeeping Standards - Inside the Apartment:**

**GENERAL** -

**Walls** should be clean, free of dirt, grease, holes, cobwebs and fingerprints.

**Floors** should be clean, clear, dry and free of trip hazards such as cable wires, etc., which cannot be stretched across doorways or floors.

**Ceilings** should be clean and free of cobwebs.

**Windows** should be clean and not nailed shut. Shades or blinds should be intact.

**Woodwork** should be clean, free of dust, gouges or scratches.

**Doors** should be clean, free of grease and fingerprints. Doorstops should be present. Locks should work.

**Heating Units** should be dusted and access uncluttered.

**Trash** shall be disposed of properly and not left in the unit. Entire unit should be free of rodent or insect infestation.

**Damages** to the apartment must be reported immediately to the office.

**Water leaks**, inside or outside the apartment, must be reported **immediately** to the office (Ex. faucets, shower, water heater, toilets, etc).



**KITCHEN** -

**Stove** should be clean and free of food and grease.

**Refrigerator** should be clean. Freezer door should close properly and freezer have no more than one inch of ice.

**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.

**Exhaust Fan** should be free of grease and dust.

**Sink** should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.



**Food storage Areas** should be neat and clean without spilled food.

**Trash/Garbage** should be stored in a covered container until removed to the disposal area.

#### **BATHROOM** -

**Toilet and tank** should be clean and odor free.

**Tub and shower** should be clean and free of excessive mildew or mold. Where applicable, shower curtains should be in place and of adequate length.

**Lavatory** should be clean.

**Exhaust Fans** should be free of dust.

**Floor** should be clean and dry.

#### **STORAGE AREAS** -

**Linen Closets & Utility Rooms** should be neat and clean.

Other Closets should be neat and clean. No highly flammable materials should be stored in the unit.

Other Storage Areas should be clean, neat and free of hazards.

#### ➤ **Housekeeping Standards - Outside the Apartment:**

The following standards apply to family and scattered site developments only.

Some standards apply only when the area noted is for the exclusive use of tenant.

**Yards** should be free of debris, trash and abandoned cars. Exterior walls should be free of graffiti.

**Porches (front and rear)** should be clean and free of hazards. Any items stored on the porch shall not impede access to the unit.

**Steps (front and rear)** should be clean and free of hazards.

**Sidewalks** should be clean and free of hazards.

**Storm Doors** should be clean, with glass or screens intact.

**Parking Lot** should be free of abandoned cars. There should be no car repairs in the lots.

**Hallways** should be clean and free of hazards.

**Stairwells** should be clean and uncluttered.

**Outdoor furniture** that is specifically for outdoor use ONLY will be permitted outside the apartment.

**Flower/Garden beds** are not allowed in front of porches or along sidewalks and must be free of weeds and trash. No vegetation may touch the building or be over 2 ½ feet tall.

**Bar-B-Q Grills** are to be kept in the backyard next to the apartment. You are only allowed to have one grill per apartment. Repeated violations could result in lease termination.

#### ➤ **Personal Items to be Disposed:**

Items such as discarded furniture, appliances, clothing, automobile parts, and etc. shall be properly disposed of and not discarded on the ground or beside trash dumpsters. If such items are abandoned by tenant, the Authority shall dispose of the items and levy a charge on the tenant's account in accordance with the

“Schedule of Repair Charges” posted at the Authority office and incorporated in the lease by reference.

## HOURS OF OPERATION

The Housing Authority Office is open from:

8:00 a.m. to 12:00 noon

1:00 p.m. to 4:00 p.m.

Monday through Friday (except holidays)

Phone: 940/552-5744

### IF YOU DECIDE TO MOVE OUT:

Thirty (30) days notice must be given. Tenant shall continue to be responsible for and shall pay the monthly lease for the full twelve month term of the lease upon early termination or breach of the lease by the tenant. The apartment will not be considered vacant until the keys are turned in at the office. You are expected to leave your apartment in as good and clean a condition as when you moved in. Your security deposit will be used to offset any expense for cleaning or damage.

All grievances arising under the lease shall be processed and resolved pursuant to the grievance procedure of the Authority, which procedure is posted in the Authority’s office and incorporated herein by reference. You, the tenant are responsible for cost involved in the eviction process in addition to your current and delinquent rents and other charges, if the eviction is upheld by the court of law. The act of eviction does not free you from your agreed to financial obligations and the Authority will pursue the collection of the monies due. Failure to pay may affect your chances of finding housing on the public or private market.

Any notice required by law or otherwise will be sufficient if delivered to the tenant personally or sent by mail to the premises or affixed to the door of the tenants dwelling unit. Notices to the landlord must be in writing and delivered to the manager’s office personally or sent by mail to the Housing Authority office.

All the above rules are deemed necessary so that everyone may live here peacefully. If at any time you are in doubt about anything, contact us at the office. We are here to help you. It is our wish that we work together and take pride in our Authority so that you, the tenant, may have a secure, safe and sanitary place to live.

HOUSING AUTHORITY OF THE CITY OF VERNON, TEXAS

JANUARY 2, 1990

## CARPET POLICY

1. The Housing Authority DOES NOT Furnish Or Maintain CARPET Floor Covering In The Dwelling Units.
2. Yes, You May Install Carpet In Your Apartment At Your Expense.
3. If You Do Install Carpet, Do Not Cut Off Front Or Back Doors As This Will Cause The Thresholds Not To Seal. Do Not Nail Or Glue Carpet Down. This Condition Is Expensive To Repair.
4. When You Vacate The Apartment You Must Take The Carpet With You And Clean All Tape, Stains And Dirt From Floor. If You Do Not, You Will Forfeit Your Security Deposit As It Costs The Authority To Have This Type Of Cleaning Done.
5. If A Water Leak Occurs In Your apartment, The Housing Authority Is **NOT** Responsible For Any Damage To Any Of Your Personal Items Including Carpet. (See Your Dwelling Lease.) You May Want To Carry Renters Insurance. If A Leak Occurs And Your Carpet Must Be Removed For Cleaning/Drying/Etc., This Is Your Responsibility. The Maintenance Crew Will Only Fix The Leak And Vacuum Up Water On Our Tile Floors.
6. If Your Carpet Discolors, Deteriorates, Damages, Loosens And/Or Ruins The Unit Floor Tile, You Will Be Responsible For Replacement Cost.
7. This CARPET POLICY Is Hereby Made A Part Of Your Dwelling Lease Agreement By Reference.

## HOUSING AUTHORITY OF THE CITY OF VERNON, TEXAS

# SWIMMING POOL POLICY

1. The Housing Authority DOES NOT ALLOW ANY TYPE OF SWIMMING POOL, INCLUDING WADING POOLS and WATER SLIDES, on the Housing Authority Property.
2. Swimming pools on Housing Authority Property are in violation of State/City Health and Safety Code, Chapter 757.
3. Swimming pools on Housing Authority Property are in violation of City Building Code 704.1
4. To maintain a swimming pool on Housing Authority Property is a violation of your lease and subject to possible lease termination.
5. The Vernon Housing Authority has an active Energy/Utilities Conservation Policy which can be found in the rules and regulations on page 8, which states all forms of energy **including water** must be conserved.
6. Swimming and wading pools are a hindrance to maintenance personnel mowing yards.