

APPENDIX C
RULES AND REGULATIONS
NORMAN HOUSING AUTHORITY
PUBLIC HOUSING - GENERAL OCCUPANCY

1. INTRODUCTION:

The Housing Authority of the City of Norman is responsible to operate its low rent, Public Housing Developments in such a manner as to provide decent, safe, and sanitary dwellings for qualified tenants.

To assist in meeting that responsibility, and to protect the interest of the general public, the rules and regulations contained herein have been established.

Strict compliance by all concerned will be required.

A copy of these rules and regulations will be provided and explained, to each tenant prior to execution of the dwelling lease and a copy will be displayed on the bulletin board in the Public Housing Office. Prospective tenants, who are otherwise qualified, but are unwilling or unable to comply, shall not be permitted to occupy Public Housing operated by the Norman Housing Authority.

From time to time, it may be necessary or desirable for the Authority to adopt additional rules or regulations. Such adoption will be in compliance with Section 26, ORTLA, and tenants will be notified.

2. RENT AND OTHER CHARGES:

Initial rent, for the balance of the month in which the tenant leases-in and appropriate security deposit will be collected at lease-in at the Public Housing Office. Thereafter, rent will be paid on or about the first of each subsequent month of occupancy as described below.

Rent is due and payable on the first working day of each month. **Rent shall be paid by mailing to:**

P.O. Box 1081
Norman, OK 73070-1081

If the rent and/or other charges are not received by the **5th** of the month, the tenant will be assessed a late penalty of \$10.00 and the tenant will receive a delinquency notice. Rent payments mailed to the Authority that are received after the 5th day of

the month are considered late. The Authority may waive the late penalty when there are properly documented extenuating circumstances.

The Authority may terminate the dwelling lease, if the tenant fails to pay the rent, or other sums due, within fourteen (14) calendar days after written notice of demand for payment (delinquency notice).

Checks returned for insufficient funds or bogus checks received, must be redeemed at the Public Housing Office either by payment in cash or certified check. A twenty (\$20.00) dollar penalty will be assessed for each such check returned to the Authority.

Repeated instances of delinquent rent or returned checks shall be considered default by the tenant and the Authority may terminate the dwelling lease.

At the time a resident leases into Public Housing and at the time of Annual Recertification, the resident may select to pay a flat rent or ceiling rent for the next twelve (12) months, or they may select to have their rent based upon their income. After that selection, the resident may request to change from flat or ceiling rents to income based method until the next Annual Recertification. A resident CANNOT change from income-based rent until the next Annual Recertification. NHA staff will review current flat rents and ceiling rent with residents.

3. MAINTENANCE AND APPEARANCE OF THE DWELLING UNIT:

It shall be the responsibility of the tenant to exercise reasonable care of the dwelling unit, inside and outside, to include the yard.

The tenant shall report to the Public Housing Office, all defects or repairs needed to maintain the property in a safe and sanitary condition. Needed repairs or adjustments will be made or arranged for only by the NHA. The tenant will not be charged for such repairs or adjustments, which result from normal fair wear and tear. However, the tenant will be charged for such repairs or adjustments, which result from neglect, misuse or damage, or damage resulting from failure to report needed repairs to the Housing Office in time to have prevented additional damage. Charges assessed will be \$10.00 per man-hour for labor, plus actual cost of necessary parts and/or materials.

The Authority will be responsible to insure that the yard is properly maintained, to include mowing, trimming the shrubbery, and weed eating. It is the tenant's responsibility to insure that the yard is free of trash, toys, water hoses, etc. on the day that his/her site is schedule to be mowed. Should the tenant fail to remove all debris from his/her yard, maintenance will do so and all items will be disposed of. The Resident will be billed for charges for maintenance time and labor.

The tenant shall not modify, paint or otherwise alter the dwelling unit.

The tenant shall not permit any inflatable playhouses, bouncy houses, slides, castles, etc. on the property.

Small plastic pools are permitted in the summer months, children of all ages must be supervised by an adult member of the household (18 years or older). All pools must be emptied after each use and placed on back porch or in the storage closet.

After hours, weekends and holidays please call 410-7523 for information on placing an emergency work order.

4. VEHICLES AND PARKING:

All tenant vehicles must be registered with the Authority. All other vehicles are subject to towing at the owner or tenant's expense. Tenant vehicles (automobiles, trucks, motorcycles, boats, trailers, etc.) shall be parked only in authorized parking areas and are not to be parked on the lawn, sidewalks, porches, etc. Vehicle maintenance, other than minor repairs or adjustments, shall not be accomplished on the premises. Major repairs are to be accomplished at other suitable locations, not on the premises or in the development area. All tenant vehicles must be registered with the Authority. All other vehicles are subject to towing at the owner or tenant's expense.

Tenant vehicles, which are obviously disabled or are being repaired in violation of the above rules, will be towed away at the tenant's expense.

Motorcycles must be registered with the Housing Authority and parked in a legal parking space. They are not permitted on sidewalks, grass, or porches. If they are parked illegally they will be towed at the owner's expense.

5. TRASH AND GARBAGE DISPOSAL:

Tenants shall place trash and garbage in trash receptacles and placed at the curb on trash collection days. All trash shall be wrapped or placed in plastic trash bags and sealed before putting it in the trash receptacles, and receptacles shall be kept clean and covered. Trash receptacles shall be placed at the curb for pick up and then returned to the proper storage area after they have been emptied. Loose trash shall not be piled in or around the collecting point.

If maintenance has to pickup trash by your unit, you will be charged \$10.00.

Trash receptacles provided by the Authority shall be kept clean and maintained in a usable condition. Tenants will be charged for such receptacles, which are lost or damaged by tenant negligence.

City of Norman receptacles are not managed, or provided by the Norman Housing Authority.

6. TENANT AND FAMILY CONDUCT:

The basic rule is, be considerate of others.

Tenant family conduct, which disrupts the “peaceful enjoyment” of neighbors in their accommodations or otherwise adversely affects the decent, safe and sanitary conditions in the development is a violation of the dwelling lease and will not be tolerated. Verified instances of such conduct shall be cause for the Authority to terminate the dwelling lease.

7. CRIMINAL ACTIVITY:

The Tenant, any member of the household, a guest, or another person under the Tenant’s control, shall not engage in:

1. Any criminal activity (on or off Norman Housing Authority property) that threatens the health, safety, or right to peaceful enjoyment of the Authority’s Public Housing premises by other residents or employees of the Authority; or
2. Any drug-related criminal activity (on or off Norman Housing Authority property). Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy and for eviction from the unit. (For the purposes of this document the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use, of a controlled substance as defined in Section 102 of the Controlled Substances Act.)
3. Neither the tenant, nor any member of the household, a guest, nor any other person under the tenant’s control, shall engage in:

Any activity in violation of the Ordinance of the City of Norman, Oklahoma, Statue, Law or Constitutions of the State of Oklahoma, nor, of the United States of America, regarding any firearm or other dangerous weapon, as defined by the ordinances, statutes, laws and Constitutions of the above referenced jurisdictions.

Any activity which would or could result in the requirement of registration under the Oklahoma State Sexual Offender Registration Act, 57 Oklahoma Statutes, Sections 581, and following; no applicant for admission for occupancy of Public Housing hereunder, nor occupant hereafter, shall have been, nor be convicted of any such offense, in the past, nor during occupancy, which, if committed at the time of application, or during his/her occupancy, would or could lawfully require such registration.

8. UTILITIES, TELEPHONES, AND T.V.’S:

Tenants shall be responsible to pay their own utility bills in a timely manner. Tenants will be charged for any damages (frozen pipes, etc.) which are caused from utilities, which are cut off for non-payment.

Telephones, if installed, must be connected at the location provided in the unit. Extensions are permitted, providing the phone company installs them.

Television antennas and/or satellite dishes may not be attached to the building in anyway. If you would like a satellite dish, it must be at least 6 feet from the building and in the rear of your unit. Use of a pole or bucket may be acceptable with the knowledge that the NHA will in no way be held liable for any theft or damages to the pole or bucket or other equipment. (You as the tenant will be responsible for any damages caused by the dish.) You as the tenant need to get prior written permission from the Housing Manager. Tenants shall be liable for any damages. The NHA reserves the right to have any tenant or tenant's contractor installed equipment removed and disposed of as management deems appropriate.

TV's are not to be mounted on the walls of the dwelling unit.

9. INSPECTIONS

Authority representatives are required to inspect the interior of the dwelling unit annually as provided in the dwelling lease. Tenants are required to make the dwelling unit available for such inspections. Tenants will be notified ***twenty-four hours*** in advance. Failure of the tenant to permit such inspections, when properly notified, shall be cause for lease termination.

Authority representatives will periodically inspect the exterior of the dwelling and maintenance of the yard. Tenants will receive notice of conditions, which do not meet acceptable standards. Failure to correct unacceptable conditions within a reasonable time, and/or repeated instances of such conditions shall be cause for the Authority to terminate the lease.

10. MAINTENANCE AND REPAIRS

The Tenant shall immediately notify the Authority of any damage or needed repairs to the dwelling unit. In the event a tenant calls to place work order, the N.H. A. staff will enter the unit, make requested repairs and post a notice on the door as to the date and time the unit was entered. Tenant will be charged for any additional repairs as a result of NOT REPORTING ITMES IN NEED OF REPAIR IN A TIMELY MANER.

11. CHANGES TO TENANT FAMILY AND INCOME:

Persons not listed on the dwelling lease as Head of Household, spouse, or dependents (except bona fide guest, as permitted by paragraph 3.04f of the dwelling lease) are not permitted to occupy the dwelling.

If there is a change (either an addition to or deletion from the tenant family, as shown on the dwelling lease) in the status of the family, the Tenant shall report such changes immediately to the Authority. At that time a re-examination of eligibility will be conducted.

If, after such re-examination, the tenant family is found to be eligible for continued occupancy the appropriate changes to the dwelling lease (to include adjustments in rent, as appropriate) will be accomplished. If the family is found to be ineligible, the lease shall be terminated. Failure to report changes in the family status shall be cause to terminate the lease.

The tenant must report all changes in income to the Authority within then (10) days of such changes if the change results in additional income, which exceeds \$50.00 per month or \$600.00 per annum or results in lower income. All changes in family composition must be reported immediately within ten (10) days.

12. COMMUNITY SERVICE REQUIREMENT:

Public Housing residents, unless exempt, must complete eight (8) hours community service per month. Exemption status can be determined by review of the NHA Admissions and Continued Occupancy Policy. The resident is then responsible for providing certification to the Public Housing Manager for filing.

If a resident fails to complete their service requirement of eight (8) hours for the month, the lease will not be renewed at the end of the lease year as required by the U.S. Department of Housing and Urban Development. The Norman Housing Authority does not set this rule. Consequently, there will be no waivers allowed.

13. RODENT AND PEST CONTROL/ SAFETY INSPECTION:

The Authority will contract for rodent and pest control services to be provided on a regular basis. Monthly inspections of safety items will be conducted during the monthly exterminations. Tenants shall be required to provide access to dwelling units for these services to be performed. Extermination services and safety inspections are completed once monthly. In the case of a change in this date, the Authority shall notify the tenant of such change at least three days from the date of the service. In the event the tenant is not at home, a representative of the Authority will accompany the exterminator and enter the dwelling to accomplish the service. A written notice specifying the date, time, and purpose of entry will be left in the dwelling.

Failure to report any type of rodent or pest infestation is a violation of your dwelling lease and could result in lease termination.

14. PETS:

The Norman Housing Authority has established Rules and Regulations for pet ownership by residents of OK56P139002 and OK56P139003. These Pet Rules are provided as an attachment to the Rules and Regulations of General Occupancy.

A. Requirements for Possession of Pets:

Before any pet is admitted, the tenant shall:

(1) Provide required animal health certificate, inoculations, etc.

(2) **Increased liability deposit.**

(3) Designate a person or persons; who will agree, to care for the pet in the event the tenant pet owner becomes ill, is hospitalized, is called out of town or otherwise becomes unable to properly care for the pet.

B. Permissible Pets:

1. Licensed pet for ADA purposes. Tenant must provide certification.

2. Maximums - 1 domestic cat or dog (15 pounds or less)

3. Maximum - 2 caged birds

4. Maximum - 2 caged gerbils, hamsters or mice

5. Maximum - 1 caged guinea pig

6. Maximum - 1, 30-gallon fish aquarium

7. Maximum - 1 caged lizard not to exceed 2 feet

C. Female dogs or cats must be spayed and male dogs or cats must be neutered.

D. Tenant is required to provide a statement or certificate that the pet has received required inoculations and has been spayed or neutered before the pet is permitted in the facility, and shall be required annually thereafter at recertification.

E. Tenant shall deposit with the Authority an increased liability deposit (for a cat or dog only) in the amount of \$150.00. Such deposit shall be in addition to the Security Deposit required by the Dwelling Lease and shall be applied toward any damages to the dwelling unit or other Authority property caused by the pet or as a result of the presence of the pet in the dwelling unit or the facility. Tenant shall deposit another \$40.00 for extermination costs and this is not refundable. After inspection of the dwelling unit, increased liability deposit, less any charges for damages caused by pet, shall be refunded to the tenant.

F. Tenant and the person, or persons, designated to care for the pet in the event the tenant should become unable, for any reason, to properly care for the pet shall be required to sign a notarized statement to that effect. This notarized statement will become an attachment to the addendum to the dwelling lease.

G. Pets shall not be permitted in common areas of the development. Pets must be walked along the fence line of the property only and owner must pick up and properly dispose of animal feces.

H. Dogs and cats shall be leashed and under direct control of the owner or his/her guests at all times when outside the tenant's dwelling unit.

I. Pets shall be exercised and permitted to deposit waste only as discussed in #G above. Any waste shall be removed from the area and disposed of by the pet owner.

J. Tenant shall have with him/her, the supplies necessary to clean up pet waste.

K. Tenant shall be responsible for the behavior of his/her pet, just as guests as stated in Article III, 3.04 paragraph g. of the dwelling lease. Complaints of a barking dog shall be grounds for termination of tenancy. If a tenant's pet bites any person on the premises, the dog must be removed within 24 hours or the lease will be terminated.

L. The tenant shall not allow visiting pets.

M. Maintenance may refuse to enter any unit due to interpretative attitude of a pet and the owner may be required to set an appointment for repairs.

N. Tenant will be solely liable for any harm caused by a pet to a person or property.

O. Tenant must have the animal/pet removed from the property on extermination day or inspection dates, if the tenant is not able to be home at such time.

P. NHA Staff will use mace/pepper spray when they feel threatened. Owners may avoid this situation by removing the pet when maintenance or staff is expected to enter units.

15. VISITATION OF GUESTS

If a guest is going to spend more than three (3) nights (consecutive or non-consecutive) in any thirty (30) day period, the tenant must in writing request permission from the Authority for visitation prior to the stay. No guest will be given permission to stay longer than thirty (30) days (consecutive or non-consecutive) during a twelve (12) month period.

Tenants shall be responsible for the conduct of their guests and for any damages caused by them. Failure to comply with these requirements regarding guests is a violation of the dwelling lease and shall be cause for the Authority to terminate the dwelling lease.

The N.H.A. reserves the right to terminate the visits of any guests who create disturbances or causes damages to the premises.

Roomers and lodgers are not permitted to occupy a dwelling unit, nor are they permitted to move in with any family occupying a dwelling unit.

Residents are not permitted to allow a former tenant of the PHA who has been evicted to occupy the unit for any period of time.

16. TERMINATION BY TENANT:

Tenant may provide a written thirty (30) day notice to the Norman Housing Authority prior to the end of their dwelling lease. If notice is not provided to the Norman Housing Authority, and the resident remains eligible, or has not been served with a non-renewal notice by the Norman Housing Authority, the lease shall automatically renew for another one (1) year term.

"Notice to Vacate" forms are available for this purpose at the Public Housing Office, 700 N. Berry Road, Norman, OK, 73069.

Residents must advise the PHA when they will be absent from the unit for more than thirty (30) days and provide a means for the PHA to contact the resident in the event of an emergency. Failure to advise the PHA of extended absences is ground for termination of the lease and the property will be considered abandoned.

Lack of utilities will also serve as verification that the dwelling has been abandoned.

17. SMOKING:

Resident and members of Resident's household shall not smoke anywhere in the unit rented by Resident, in the building where the Resident's dwelling is located or in any of the common areas, nor shall Resident permit any guests or visitors under the control of the Resident to do so. Outdoor smoking is prohibited within 25 feet from public housing and administrative office buildings.

This includes all dwelling units. If evidence of smoking is found inside a dwelling or common area, the lease holder will be assessed a \$350.00 remediation fee. Evidence will include the smell of burned tobacco as well as paraphernalia, ashes, or other such items commonly or uncommonly related to smoking tobacco. Such charge will be due immediately upon demand. Failure to pay associated charges within the specified time period will result in legal action to terminate the dwelling lease. The resident will receive a formal notice of the charge and reminding them their action is a lease violation. If the resident violates the dwelling lease again, the lease shall be terminated. Smoking remediation will be addressed at the time the Norman Housing Authority deems most appropriate which may be during occupancy or when the family vacates the dwelling.

18. GRILLING:

No charcoal or propane burners or any type of open flame cooking devices shall be used or maintained on balconies or within 10 feet of our dwelling structures or units. This is in accordance with the City of Norman Fire Prevention Code 1997 edition Chapter 3-4.7

Tenant Signature

Date

Tenant Signature

Date