

## APPENDIX C

### **RULES AND REGULATIONS NORMAN HOUSING AUTHORITY PUBLIC HOUSING - ROSE ROCK VILLA (RRV)**

#### **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 the time of lease-in. 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:**

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**P.O. Box 1081**

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**Norman, OK 73070-1081**

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If the rent and/or other charges are not received by the **5<sup>th</sup>** day of the month, the tenant will be assessed a late penalty of ten (\$10.00) dollars 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 and delinquency notice 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.

Repeat 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 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 rent only in the case of hardships, and must remain at the calculation 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 rents with residents.

### **3. MOVING IN/ MOVING OUT**

The service corridor behind the freight elevator must be used when moving into or out of Rose Rock Villa. For second and third floor units, access to the freight elevator is available in the service corridor. At no time will anyone be allowed to move personal effects through the front lobby area.

NHA has a moving cart that is normally located in the service corridor behind the freight elevator. If NHA Maintenance is not using the cart it is available for tenants to use. Tenants may not store the cart in their unit, it must be returned in a timely manner to its original storage place. When the cart is available it is on first come first serve basis.

Any scratching or marring of the floor, walls or doors caused during the move will be charged to the tenant.

#### **4. MAINTENANCE AND APPEARANCE OF THE DWELLING UNIT:**

It shall be the responsibility of the tenant to exercise reasonable care of the dwelling unit.

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 wear and tear. The tenant will, however, be charged for such repairs or adjustments which result from tenant neglect, misuse, 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 hour, per employee for labor, plus actual cost of necessary parts and/or materials.

The Authority does not furnish replacement light bulbs for apartments, but will install tenant furnished bulbs on a request. There is no charge for this.

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

**After hours, weekends and holidays, please call 410-7523 for information on how to report an emergency work order.**

#### **5. 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. The parking area located on the west side of the building is reserved for staff, and maintenance vehicles. Vehicles maintenance other than minor repairs or adjustments shall not be accomplished on the premises. Major repairs are to be accomplished at a garage or other suitable location, not on the premises or in the development area.

Tenant vehicles which are obviously disabled or are being repaired in violation of the above rule, 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.

## **6. TRASH AND GARBAGE DISPOSAL:**

Tenants shall place trash and garbage in trash receptacles provided. **All trash must be wrapped or placed in plastic trash bags and sealed before putting it in the trash receptacles/chute. Boxes and other large items are not to be placed in trash chute.** Such items are to be carried to one of the dumpsters located outside the building. Loose trash shall not be piled in or around the collection point or in hallways or stairwells, or trash room.

Tenants are not to take things other tenants have disposed of out of the dumpsters and back to their units as this can cause a major pest infestation. Tenant could be held responsible for the cost of such extermination.

**Bio hazardous materials are not to be disposed of within Rose Rock Villa (rubber gloves used for health care purposes, needles, depends under garments, catheter bags, adult protection pads, etc.)**

## **7. TENANT 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.

## **8. 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.

## **9. UTILITIES, TELEPHONES AND TV'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.

Additional phone connections are permitted, providing the phone company installs them. Television antenna connections provided are the only ones, which may be used. Tenants shall not install television antennas on the building or grounds.

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

## **10. 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 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 termination.

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.

## **11. CHANGES TO THE TENANT FAMILY:**

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 to (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 change 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 to rent, as appropriate) will be accomplished. If the family is found to be ineligible, the lease shall be terminated. Failure to report such changes in the family status shall be cause to terminate the lease.

The tenant must report all changes in income to the Authority within ten (10) days, if such 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. ANIMALS:**

As provided for in - Title 12 USC 1701 m-1, Section 227, the Norman Housing Authority has established Rules and Regulations for pet ownership by residents of Rose Rock Villa, Low-Income Housing Project for Elderly or Handicapped persons.

These Pet Rules are provided as an attachment to the Rules and Regulations of Occupancy for Rose Rock Villa.

### **A. Requirements for Possession of Pets:**

Before any pet is admitted, the tenant shall:

- (1) Provide required animal health certification, inoculations, etc.
- (2) 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. Exempt/Permissible pets:**

1. Licensed **Animal** for ADA purposes. Tenant must provide certification.
2. Maximum - 1 domestic cat (15 pounds or less)
3. Maximum - 1 small dog (15 pounds or less)

4. Maximum - 2 caged birds
  5. Maximum - 2 caged gerbils, hamsters or mice
  6. Maximum - 1 caged guinea pig
  7. Maximum - 1, 30-gallon fish aquarium
  8. 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 your annual re-exam.
- E. Tenant shall deposit with the Authority a ***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 paragraph 3.05 of 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. After inspection of the dwelling unit special pet 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 facility. All administrative office areas, lounge areas, hallways, all laundry rooms, the main lobby, public restrooms, and the community center are off limit areas for all pets.
- 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. Tenant shall carry the pet from the apartment unit until the pet is outside. Tenant shall be encouraged to use stairwells to go between floors when accompanied by a pet.
- I. Pets, Service Animals, and Assist Animals must be exercised and allowed to deposit waste outside of the circle drive around Rose Rock Villa or within the designated animal relief area located in the courtyard of Rose Rock Villa. Waste must be immediately picked up, sealed in a plastic bag, and placed in the animal waste can provided within the animal relief area or dumpsters.
- 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.

L. The tenant shall not allow visiting pets, exempt or non-exempt. In instances where the tenant is found to have, or had, a non-exempt animal in the dwelling unit, including non-exempt visiting pets, the Authority will or will have the dwelling unit exterminated for fleas and ticks at the tenant's expense.

### **13. RODENT AND PEST CONTROL:**

The Authority will contract for rodent and pest control services to be provided on a regular basis. Tenants shall be required to provide access to dwelling units for this service to be performed. Tenants will be notified three (3) days in advance of such services. In the event the tenant is absent from the dwelling unit at the scheduled time for service, a representative of the Authority may accompany the exterminator and enter the dwelling to accomplish this 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. SAFETY INSPECTIONS:**

Inspections of safety items will be conducted periodically. Tenants shall be required to provide access to the dwelling unit for these services to be performed. Tenants will be notified at least three (3) days in advance of such services. In the event the tenant is not a home, a representative of the Authority will enter the dwelling to accomplish the service. A written notice specifying the date, time, and purpose of entry will be left in the dwelling.

### **15. EMERGENCY EVACUATION PLAN:**

All tenants will familiarize themselves with the Emergency Evacuation Plan, which is posted in each wing of the building and at other convenient locations throughout the building. Each tenant must know the location of the emergency exit, which has been designated for his/ her apartment and the nearest fire alarm pull. **ELEVATORS ARE NOT TO BE USED FOR EMERGENCY EVACUATION.**

Emergency Evacuation Drills (fire drills) will be conducted periodically to insure that tenants are aware of proper emergency evacuation procedures. Tenants will not be notified in advance when such drills are scheduled. All residents and visitors in the building, who are not confined to bed by illness, will be required to participate, as specified by the Norman Fire Department. Failure to comply with this requirement could result in lease termination.



## **16. DRESS CODE:**

Tenants and tenant's guest regardless of age shall be expected to be appropriately dressed when in the lobby, the community room, and other common use areas. Night wear (night gowns, pajamas, bath robes, slippers, socks without shoes, bare feet etc.) are not considered to be appropriate attire in these areas.

## **17. USE OF THE COMMUNITY ROOM:**

The community room is reserved by the Cleveland County Nutrition Project for the Congregate Meals Program from 10:00 a.m. till 2:00 p.m. each day, Monday through Friday (EXCEPT ON HOLIDAYS OR SNOW DAYS DETERMINED BY NORMAN SCHOOLS). At all other times between 8:00 a.m. and 10:30 p.m. daily, the room is available for use by tenants for games, activities, etc. It may be reserved for tenant parties or group meetings, provided that the party or meeting is open to all tenants. Tenants conducting the activity will be responsible for cleaning the room immediately following the scheduled activity. Private functions (functions which are not open to all tenants) shall not be permitted.

## **18. LOUNGE AND LOBBY FURNISHINGS:**

Furniture is provided in all lounge areas and the lobby for enjoyment of all tenants and their guests. Tenants shall exercise proper care to insure that the furnishings are not soiled or damaged. Tenants are not to loiter or sleep in the lounge or lobby areas.

Tenants are not to put items out on the tables in the lounge areas or lobby that they do not want or need anymore. These items need to be disposed of properly to avoid any pest infestations.

## **19. GUESTS:**

Tenants shall be responsible for the conduct of their guests and for any damages caused by them.

Children are welcome so long as they are accompanied by an adult while in the common areas and elevators, and do not create a disturbance to other tenants and the facility staff.

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 guest 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.

Management reserves the right to terminate the visits of any guests who create a disturbance and to restrict them from further entry to the building.

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.

## **20. SECURITY:**

All outside doors on the first floor except the main entrance (automatic doors) will be locked when it becomes dark, daily until a Management Representative unlocks them the following morning by 7:00 a.m.

Designated fire exits may be opened from the inside at any time but cannot be opened from the outside. Tenants shall not prop these doors open.

Tenants who will be returning to the building after 10:00 p.m. may use the security code in the touch pad system. There are three touch pad systems. One is located on the handicap door next to the main entry. And then one on the first floor B-Wing door located in the courtyard, and one on the back door first floor A-Wing located by the NHA staff parking lot.

You will be issued a code to use these doors after hours during your lease-in. Please do not give this code out except to one family member and your caregivers if applicable.

## **21. TERMINATION BY TENANT:**

Tenant may terminate the dwelling lease by providing a written thirty (30) day notice to the Norman Housing Authority thirty (30) days prior to the end of their lease. If notice is not provided to the Norman Housing Authority, and the tenant 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.

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 grounds for termination of the lease and property will be considered abandoned.

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

**22. 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.

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.

**23. 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