HOUSING AUTHORITY OF THE CITY OF YUMA RESIDENT INFORMATION COMMUNITY RULES AND STANDARDS

WELCOME

The Housing Authority of the City of Yuma (HACY) welcomes you and sincerely hopes that you will find living in your development an enjoyable experience.

The purpose of this handbook is to provide our residents with a source of reference concerning your residency at the property. This handbook also states the acceptable community standards, which have been adopted by HACY.

The purpose of the public housing program is to provide:

- Improved living conditions for low income families while maintaining their rent payments at an affordable level
- ≅ Decent, safe, sanitary, and drug-free housing in good repair

A public housing agency (PHA) is a public service agency. As such, its goal is to proved excellent service to the community. We will make our best effort to inform you about program and house rules and to advise you about how these rules affect you. Federal regulations are not always easy to understand, so ask questions if you are not sure of something.

Before Reading Further Please Note:

In order to reside here, you signed a lease with HACY. **PLEASE READ YOUR LEASE CAREFULLY.** It contains extremely important information regarding your rights and responsibilities. Please discuss with your property manager any questions you may have relative to the provisions of your lease.

The information in this handbook is as binding as that found in your lease.

HACY has established community rules, as written throughout this handbook, for your safety and well being as well as that of your neighbors and the rest of the neighborhood.

With cooperation between management and residents, management attempts to correct rule violations through the use of written warnings, private conferences, loss of privileges, court action and eviction when an offense warrants such action. Examples of rule violations include, but are not limited to the following: Drug-Related and Other Criminal Activity, Standards of Safety, Standards Related to Sanitary Conditions, Rent, Family Composition, Pets, Etc.

Your apartment is your home. You are entitled to privacy and freedom from unreasonable interference in your lifestyle; so too are your neighbors. For the sake of harmony, we ask you to obey these rules and encourage your family, friends and neighbors to comply as well.



I. PAYING RENT

Introduction

There are a few things you should know about paying your rent. We have tried to cover the most important things in this section.

When is rent due?

Rent is due on or before the fifth calendar day of each month.

If the fifth falls on a weekend or holiday, the rent is due and payable on the first business day thereafter. If there are any questions regarding your rent please contact your property manager immediately. Do not hold your rent payment. If a family's tenant rent changes, the PHA will notify the family of the new amount and the effective date by sending a "Notice of Rent Change" which will become an attachment to the lease.

In addition, if the resident fails to make payment by the end of office hours on the fifth day of the month, a late fee of \$20.00 will be charged.

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How can I pay my rent?

You can pay by check or money order (Please include your name, address and apartment number, so that it may be posted to the appropriate account). No cash may be accepted for payment.

You may mail your check or place it in the mail slot at the **Housing Authority of the City of Yuma Office, 420 S. Madison Avenue, Yuma, AZ 85364.** The office hours are Monday through Friday 8 A.M. to 5 P.M. HACY office will be closed every other Friday of every month.

Please make checks or money orders payable to: <u>*HACY*</u>

If you would like a receipt for payment, you must visit the office in person or include a self-addressed, stamped envelope with your payment. Receipts will only be given upon request.

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PAY TO THE ORDER OF	\$
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0020066 110 984018 2121	

What if my check bounces?

If your check bounces, we will notify you in writing and will not attempt to cash it again.

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 \$25.00 will be charged to the family. You will be required to pay your rent with a money order or cashier's check after first occurrences of a returned check. *How is my rent calculated?*



The formula used to calculate your rent is mandated by the federal government for public housing authorities.

Rent is currently set by the Federal Guidelines at 30% of the adjusted monthly income or 10% of the monthly gross income, depending on which is greater. Families residing in public housing choose annually whether to pay incomebased rent or flat rent. PHAs provide families with enough information to make an informed choice. For further details, please discuss with your property manager Family Choice in Rents.

IMPORTANT: Each household is <u>required</u> to recertify their rent every year based on the anniversary date of their occupancy.

Each household is <u>required</u> to inform their property manager of all increases in income within 10 business days of the change occurring. All change reports must be completed in writing.

II. MAINTENANCE

Maintenance Requests

Call HACY at (928) 782-3823 or stop by in person between the hours of 8:00 am and 5:00 pm (Monday - Friday) to file a request for any repairs needed. Maintenance and repair work will be done on a priority basis between the hours of 8:00 a.m. and 5:00 p.m. In case of an emergency after hours you should call the maintenance emergency number at (928) 920-2363. An on-call maintenance staff will answer for assistance.

It is important when reporting maintenance requests that you have all the necessary information handy. This includes your address and apartment number and a description of the work needed. Maintenance requests, generally, are not scheduled with the residents. If for some reason you would prefer a particular day or time for the work to be completed, or if you wish to be present while the work is taking place, we will try to accommodate your request. If we cannot accommodate your schedule and you are not present to allow us access to complete the work your request will be filed. It will be your responsibility to call in another maintenance request. Please do not make verbal requests to the maintenance staff. All requests should be directed to the Management Office.

If, for any reason, you are not satisfied with the maintenance response to a maintenance issue, please contact the management office to resolve the situation.

What if it's an emergency and the office is closed?

An emergency is any event that may cause damage, such as (i.e. flood, fire, etc.) to either apartments or common areas. Emergencies also include essential services (heat, hot water, etc.). Emergency calls will be responded to 24 hours a day. If an emergency does occur, please call the emergency number at (928-920-2363) and the on-call maintenance person will respond.

For any other type of emergency, please dial 911.

If an emergency arises and it is believed to concern your unit it may be necessary for us to enter without notice.



Pest Control

If you find any pests in your apartment please contact the Management Office to schedule your unit for extermination/treatment. Please realize that preparing your apartment for treatment is your responsibility.

Access to your apartment is your responsibility.

Sorry, our Maintenance or Rental staff cannot take the responsibility of providing access to the apartments for installations of cable, phone service, etc. or for deliveries of any type.

It is important to note that it may be necessary for us to inspect or allow others access to inspect your unit at times throughout the year for various reasons (i.e. annual preventive maintenance, government quality assurance, emergency analysis, etc.). We will make every attempt to notify you in advance of such inspections.

What should I know about keeping my apartment in good condition?

The following charts show you how to keep your appliances, fixtures and safety equipment running smoothly. Instruction books for your appliances may be available in your apartment. Read them and keep them handy.

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free of
vhen . Set vhen
ee months <u>Do not</u> use sharp edged objects to scrape ice. <u>Do not</u> over-pack freezer/refrigerator.
vith <u>Do not</u> put any food or grease down the drain.
asher/dryer
Call needed.

<u>BATHROOM</u>	<u>DO'S</u>	<u>DON'TS</u>
Toilet	Keep the lid down when not in use to	Do not flush anything except toilet paper
	prevent objects from falling down pipes.	down the bowl. <u>Do not</u> flush items such
	Close shut-off valves if toilet overflows.	as diapers, sanitary napkins or clothing.
Tub	Keep your shower curtain inside the tub	
	stall to prevent flooding the floor.	
Counters		Do not place lighted cigarettes on the
		counter tops.
Fans	Be sure to use the bathroom fans when	Do not disconnect the bathroom fans.
	taking a shower or bath. Keep the fans	
	dust-free.	

<u>SAFETY</u> <u>EQUIPMENT</u>	<u>DO'S</u>	DON'TS
Emergency Shut- Off Valve	Know where your main shut-off is located in your unit in case of water problems.	-
Doors and Windows	Keep them shut and locked when you are not at home. Window screens should be left in windows at all times.	<u>Do not</u> leave doors propped open or unattended.
Smoke Alarms	Call maintenance if you think it is not working properly. Test alarms regularly.	<u>Do not</u> disconnect smoke alarms or remove batteries for any reason.

<u>GENERAL</u>	<u>DO'S</u>	<u>DON'TS</u>
Counters		 <u>Do not</u> place lighted cigarettes on counter tops. <u>Do not</u> cut food directly on the countertops. <u>Do not</u> place hot pots/pans directly on the surface of the counters.
Stairways	Keep stairs and halls free of items and debris.	Do not allow family members or guests to play in stairways. Do not leave personal items in stairwells or halls. Do not have any loosely attached runners or throw rugs/mats on steps or in hallways.
Walls	Consult management with repainting concerns. Only white or off-white colors are acceptable.	<u>Do not</u> wallpaper or paint any rooms without permission from the Management Office.
Trash	Please discard your trash immediately. All trash must be bagged before it is disposed of. There are dumpsters available for your use throughout the property. * If you use needles, syringes, lancets or any other sharp objects for medical purposes, please dispose of them properly. Putting these objects in with all other garbage is very dangerous for you and others who will handle your trash. Please place these objects in a hard-plastic or metal container with a screw-on lid.	<u>Do not</u> allow garbage to be stored within or outside of your unit.
Yards / Patios	It is your responsibility to maintain the cleanliness of your yard and patio areas.	<u>Do not</u> allow the grass or shrubbery to overgrow. <u>Do not</u> utilize these areas for storage of items other than picnic/patio tables, chairs, grills, bicycles, or children's outdoor toys.

<u>GENERAL</u> <u>CONT.</u>	<u>DO'S</u>	<u>DON'TS</u>
Utilities	Please help to conserve energy by not wasting your heat, water, electricity or gas. Turn off all utilities when not in use. During the winter, if your apartment is too cold or too warm, check your thermostat or call maintenance for assistance. Please keep your windows closed when your heat is on.	<u>Do not</u> use your stove for heating.
	≅ To help prevent electrical fires from starting, do not overload electrical sockets. Also, do not use electrical appliances near water. Have any worn electrical cords, plugs or sockets replaced to prevent shocks and fires.	
	The cold weather can cause frozen heat pipes. To help prevent this problem, we ask that you do not shut your heat down at night or when you are away from your home. Please leave your thermostat at 68 degrees to allow water movement in the pipes. This will aid in prevention of freezing pipes.	

III. DAMAGES

Introduction

Even when you try your best to be careful about using your apartment, things do break sometimes.

This section answers questions you might have about damages beyond normal wear and tear.

Do I have to pay for damages?

Yes. You are responsible for damages caused by yourself or members of your household and your guests to your apartment, the building common areas and grounds.



How will I be charged for damages?

The Management Office will forward you a work order billing statement for the cost of materials and labor needed to complete any repairs. Cost for labor is \$25 per hour and cost for materials are based on actual cost per invoice.

How long do I have to pay the bill?

You must pay for the damages when presented with the bill. You will have 15 calendar days from the date of the billing statement to cover the cost of the damage(s). Under certain circumstances, management will make a payment agreement that may extend beyond 15 days.

Continued non-payment of damage charges may constitute grounds for the initiation of legal proceedings.

Renters Insurance?

Management is not responsible for damage to your personal property from outside causes. It is highly recommended that you acquire renters' insurance to protect your personal property from fire, theft or water damage. You should contact an insurance agent for details.

IV. COMMUNITY RULES

Introduction

Your apartment is your home. You are entitled to privacy and freedom from unreasonable interference in your lifestyle. Your neighbors are entitled to these conditions as well.

The role of the management and staff of HACY is to operate a housing program that provides residents and their families with a safe and stable environment so that they can pursue their goals. By working together, public housing residents, maintenance staff, and property managers can achieve a lot.

For the sake of harmony, we ask that you obey the rules and encourage your family, guests and neighbors to comply as well. Repeated violations of these rules could be grounds for eviction.

IN AND AROUND YOUR APARTMENT

- 1. Air Conditioner Air conditioning filters are provided to family on a monthly basis during the summer months. It is resident's responsibility to remove old filter and replace it with new one. If you require assistance, contact the management office to request a maintenance work order. You may change your filter as often as needed at resident's expense.
- 2. Residents are not allowed to install any exterior aerials or antennae. Satellite dish are permitted with professional installation, consult with your property manager regarding conditions.
- 3. Washer and dryer hook-ups are provided in units. Hanging laundry out of windows or on balconies is strictly forbidden.



- 4. For the sake of safety, bedrooms must have an emergency exit, do not block window access by placing large furniture in front of it.
- 5. To help control roaches, mice and other pests, residents must maintain the apartment, especially kitchen and dining areas, in a clean and sanitary condition. Dispose of trash and garbage in dumpsters provided. Under no circumstances may garbage be left in common areas or on the outside of your apartment or grounds.



6. Residents are responsible for the keys to their units. Residents who lock themselves out of their apartment and who call management to gain entrance will be charged a lock out fee of \$25.00 evenings and weekends and \$12.50 during normal office hours. Management will not open apartments for children or for servicemen for utilities or phones. A picture I.D. or copy of your lease agreement will be required for entry. Payments for lockouts should be made by check or money order to the management office.



- 7. Please respect the rights of your neighbors to peace and quiet. Avoid loud and disruptive noises, especially between the hours of 11:00 PM and 6:00 AM, seven days per week. This also applies to your visitors and guests.
- 8. Pets are allowed with certain provisions. Residents must obtain approval from Management through an application process. Please see Management for further details. No dogs are permitted.



- 9. All residents are responsible for maintaining their front and rear yards in an attractive and orderly condition. During the holiday season, Christmas lights and decorations must be removed by the second week of January each year.
- 10. Residents are not allowed to install appliances, such as dishwashers or disposals. The only exceptions to this rule are washers and dryers in appropriate units. Residents are responsible for proper installation and repair of resident supplied appliances.
- 11. Please call for maintenance services when repairs are needed. Prompt calls help management respond quickly, before a small problem gets worse.



12. Residents may not add locks or change lock cylinders. If management enters the apartment for emergency or extermination purposes and finds that locks have been changed or added to the unit, the unit will be forcibly entered and all costs will be the responsibility of the tenant.



- 13. Residents must cooperate with all extermination efforts, including emptying of all cabinets and closets, if necessary. If residents fail to cooperate, management may charge the resident for the costs of moving resident's possessions and other costs relating to extermination.
- 14. Guests are allowed on the property with the permission of the resident. Residents are not allowed to have guests staying longer than fourteen consecutive days or a total of 30 cumulative calendar days during any 12-month period.
- 15. The washing of vehicles is prohibited on premises. No swimming pools allowed on HACY properties.
- 16. Shopping carts should not be stored on property.

VEHICLE AND PARKING INFORMATION

1. Non-Designated Parking Areas

Any vehicle parked on the grass, walkways, or in fire lanes, maintenance or dumpster areas or any area that does not represent a designated parking area; or any vehicle double-parking, blocking or piggy-backing another vehicle will be towed immediately at the owner's expense. No vehicle may be parked, even temporarily, so as to block fire lanes or hydrant areas, walkways, oil delivery points, access to dumpsters or in any other non-designated areas.

2. Inappropriate Vehicles

Commercial, recreational vehicles, motorcycles, mopeds, mini-bikes, go-carts or boats are prohibited to park on the property without the written consent from the Management Office. Any vehicle defined as an inappropriate vehicle and is found on the premises without consent will be towed immediately at the owner's expense.

3. Inoperable and Abandoned Vehicles

Vehicles without license plates, insurance, registration or those considered to be inoperable are not permitted on the property. Vehicles with flat or missing tires, and vehicles, which have not been removed from their spot for a considerable length of time, are considered to be inoperable and/or abandoned. Inoperable or unregistered vehicles must be removed from the premises within 48 hours or will be towed at the owner's expense. Abandoned vehicles will be handled according to the city polity.

4. Vehicle Repairs

Under no circumstances may any person for major vehicle repairs or oil changes use the parking areas, driveways, lawns or any part of the premises. Residents will be responsible for any damage to the property caused by a repair. There will be a fine of \$25.00 for vehicles found under repair, and a second offense will result in an immediate tow.

5. Speed Limit

The speed limit in the community is 15 MPH. Please observe it for everyone's sake.

6. Handicapped Parking

Vehicles parked in Handicap Parking spaces without the proper decal or plate will be towed immediately at the owner's expense.

GROUNDS AND EXTERIOR COMMON AREAS

- 1. Parents are responsible for the conduct of their family members at all times. Play activities which are dangerous, damage the grounds, or interfere with others peaceful enjoyment are prohibited. Ball playing near buildings is also prohibited.
- 2. Use walkways and do not take shortcuts across the lawns. We encourage all residents not to engage in activities that damage the grounds. (i.e. climbing trees, picking flowers, walking on grass or littering)



- 3. Littering is prohibited. Help keep the grounds clean by throwing trash away properly.
- 4. Respect the rights of other residents to peace and quiet and do not make excessive noise. No loitering in public areas or on the property will be tolerated. Quiet hours are from 11PM to 6AM.

- 5. Criminal Activity Any criminal activity on or near the property will be considered a lease violation and subject to eviction.
- 6. Drugs If caught using or selling drugs on the property, eviction proceedings will be initiated immediately. There is no second chance on drug related violations.
- 7. No articles, such as doormats, toys, bicycles or furniture may be left in common areas. Such articles must be stored inside apartments or in storage rooms.



8. Management will not be responsible for adding or changing nametags on mailboxes.



- 9. No smoking is permitted in common areas.
- 10. Alcoholic beverages may not be consumed in common areas of buildings or in any public area anywhere on the development grounds.



- 11. Children (12 years old or under) are not permitted in the community facilities or on the playground unless supervised by an adult.
- 12. No residents are allowed on the building roofs.

V. RIGHTS AND RESPONSIBILITIES

During the term of your lease with HACY, all Residents agree to, among various other things:

Conduct himself/herself, and cause other household members and any persons who are on or about the premises with his or her consent to conduct themselves in a manner which will not disturb any other resident's or neighbor's peaceful enjoyment of their accommodations, will not harass, injure, endanger, threaten or unreasonably disturb any other resident, any HACY employee, or any other person lawfully in the unit or on HACY property or residing in the immediate vicinity of HACY property, will not cause damage, and which will be conducive to maintaining the development in a decent, safe and sanitary condition.

Conduct himself/herself and cause other household members and any persons who are on or about the Premises with Resident's consent, to conduct themselves in a manner which will not violate the Civil Rights of any other resident, guest, HACY employee or other person lawfully on HACY property.

Refrain from engaging in, and cause members of resident's household, any guest or any other person under resident's control, to refrain from engaging in, any criminal or illegal activity including: Any criminal, illegal or other activity which threatens the health, safety or right to peaceful enjoyment of public housing premises, by another resident or a HACY employee, or which threatens the health or safety of any person residing in the immediate vicinity of the public housing premises:

A lease may be terminated by HACY for any one of the following reasons:

If a resident, a member of resident's household, a guest or other person under resident's control commits any criminal or other activity which threatens the health or safety of another resident or a HACY employee, or which threatens their rights to peaceful enjoyment of public housing premises, or which threatens the health or safety of any person residing in the immediate vicinity of the public housing premises.

If a Resident, or any other household member or person who is on or about the Premises with resident's consent, violates or interferes with the civil rights of another resident, a guest of another resident, a HACY employee, or any other person lawfully on HACY property.

If there are any other violations of any of the material terms of this lease.

Housing Authority Resident Handbook

Your apartment is your home. You are entitled to privacy and freedom from unreasonable interference in your lifestyle. Your neighbors entitled to these conditions as well. Please respect the rights of your neighbors to peace and quiet.

We ask that you obey the rules and encourage your family, friends and neighbors to comply as well – Violations of these rules could be grounds for eviction.

VI. EVICTION PROCEDURES

Introduction

Public Housing Communities can be a safe, clean and enjoyable place to live if everyone does their part. You can count on management to maintain the grounds, keep the buildings and equipment in good repair and provide and assist in keeping the property secure.

It is your responsibility to take care of your apartment, pay your rent and respect the rules of community living on HACY properties.

Why would I be evicted?

You could be evicted for two reasons:

- 1. Not paying your rent NON-PAYMENT OF RENT
- 2. Breaking the community rules CAUSE

What are the steps of the eviction process?

Eviction procedures are different depending on whether the eviction is for non-payment or cause.

In each case you will first be asked to a conference with the manager. The conference is an opportunity to discuss the problem and, if possible, come to an agreement to rectify it.



If an agreement cannot be reached or if you don't come to the conference, we will initiate legal eviction proceedings.

Will I get a notice about the eviction?

Yes. You will get a 14-day Notice if the eviction is for non-payment or you will get a 30-day Notice of Termination if the eviction is for cause.



What happens if I decide to have a grievance hearing?

There are specific procedures available to residents with respect to requesting a grievance hearing for non-payment or cause. See property manager for details.

VII. IMPORTANT PHONE NUMBERS

9.1.1 CRIME IN PROGRESS OR EMERGENCY ONLY

(FOR ANY POLICE, FIRE, OR MEDICAL EMERGENCY OR TO REPORT A CRIME BEING COMMITTED <u>AT THE TIME</u> <u>YOU CALL</u>.)

CRIME FREE COORDINATOR	OFC. KEVIN W. BYNUM 373-4733		
NON EMERGENCY POLICE ASSISTANCE 783-4421			
Animal Control (Dead animal pickup)	782-1621		
Anti-Ugly Hotline	373-4515		
Arizona Fair Housing Center (tenant/landlord p	oroblems) (602) 548-1599		
Bicycles, stolen	783-4421		
Child Crisis Center (Child Abuse/Neglect)	Toll Free 1-800-352-3782		
Child Protective Services	341-1159		
Community Action Board	782-1886		
Community Development	373-5155		
Community Legal Services (Counseling Service	ces) 782-7511		
Police Criminal Investigation	373-4670		
Fire Prevention	373-4866		
Gang Hotline	344-4264		
Garbage and Trash Collection	373-4500		
Graffiti Hot Line	329-2828		
Landlord/Tenant Information (Toll Free)	1-800-352-8431		
Legal Assistance (Toll Free)	1-888-414-3676		
Library	782-1871		
Neighborhood Services Team	373-5187		
Police reports (Records)	373-4700		
Silent Witness (78-CRIME)	782-7463		
Police Traffic Division	373-6023		
Public Affairs Unit (Community Policing)	373-4733		
Neighborhood Watch Coordinator (Ofer Ruiz)	373-4731		
Western Arizona Council of Governments (WA Aging and Disability Helpline	ACOG) 1-800-782-1886		

The Housing Authority of the City of Yuma offers the use of community room at 2030 S. Avenue A to our public housing residents. If you would like more information, please contact Diana Munoz at 782-3823 x113.

ISSUANCE OF HACY COMMUNITY ROOM KEY

Name:	Address:
Nombre	Direccion
Telephone #:	Community Room Address:
Telefono	Direccion del Salon
Key #	_ Type of Activity:
No. de llave	Tipo de actividad
Date Key Issued:	_Date Key is To Be Returned:
Fecha que se entrega	Dia que se entregara la llave
Signature of Community Room User & Key Borrower	Date
Signature of Staff Member Issuing Key	Date
Before exiting Community Room, the following must be1. Remove any decorations used, including tape a	and adhesives.
Remover cualquier decoracion que haya usa	ado.
2. Clean stove, oven & refrigerator, if used. Limpiar estufa, horno y refrigerador, si se	usa.
3. All Trash should be taken out and emptied into Tirar toda la basura y depositarla en los bas	
4. Trash should be also be removed inside the res La basura de los baños tendra que ser depo	
5. Floor should be left clean. Los pisos tendran que dejarse limpios.	
6. Turn off air conditioning or heater, if used. Apagar aire acondicionado o calefaccion, s	i se usa.
7. Turned off all light, including restroom lights. Apagar todas las luces, incluyendo a de los l	paños.
8. If a piñata is used, all trash should be picked u Si se usa una piñata, la bausra devera ser lo	p from surrounding areas, inside & outside. evantada de afuera, adentro y alrededor del salon.
	nmunity Room. (Be specially careful to secure side doors) da al Salon. (especialmente puertas a los lados del salon 2030 S. Ave. A)
	narges HACY from any and all claims, damages, losses and liabilities we

a) Community room user hereby releases and discharges HACY from any and all claims, damages, losses and liabilities which user has or may have for damages of property located in the Community Room and for personal injury resulting from user's use of the Community Room in the building. b) Community room user shall be responsible for any and all claims, damages, losses and liabilities to HACY, including, without limitation, property damage and personal injury, that are caused as a result of the Event, and user will indemnify and hold harmless the HACY for all such claims, damages, and losses and liabilities. The full cost of any such claim, damages, loss or liability shall be deemed additional maintenance and shall be paid by the user as additional maintenance charges under the community room agreement. c) Community room user shall indemnify and hold harmless the HACY and its agents, servants and or employees against any and all claims, damages, losses or liabilities in respect to any claim brought by an Event participant arising in any manner out of or in connection with the Event or this agreement.

To be Filled out when key is issued: