



The Housing Authority Of Henry County

Resident Handbook

Released April 1, 2019
Resolution 1158-19
S: Policy - final

RULES OF OCCUPANCY

This booklet outlines some of the rules of occupancy and lease requirements under your agreement with the Housing Authority. These general rules apply to most housing developments. Depending on where you live, however, some things may vary.

A. OUR RESPONSIBILITIES AND SERVICES UNDER THE LEASE

The Housing Authority is responsible for providing you a safe and sanitary apartment to live in, and to maintain the apartment and the building grounds. Our maintenance staff is available if your apartment or the building grounds need repairs. Please call the office at (309) 852-2801 when you notice the need for repair, so we can make them before a major problem develops.

1. Rent

- a. Rent is due on the 1st. Pay by the 5th of each month to avoid a \$20 late fee and an infraction.
- b. Pay only with check or money order. Cash is not accepted.
- c. Fees are considered due with rent (maintenance fees, late fees, court costs, etc)
- d. 3 late rent payments in 12 months and we start the eviction process.

2. Visitors and Guests

- a. Anybody in your apartment after midnight has to be registered as a guest, or the person will be arrested for trespassing.
- b. Guest passes are police issued.
- c. Each eligible guest is allowed 14 nights per year.
- d. Guests must provide proof of residency outside of Henry County to obtain a guest pass.
- e. Any tenant having a barred person in their apartment will be evicted.
- f. Any tenant allowing a guest to stay after midnight will be issued an infraction notice.

3. Decent, Safe and Sanitary

- a. Improperly stored food items and food items sitting around will bring pests and rodents.
- b. Trash and recycling need to be taken out regularly to keep odors to a minimum.
- c. Dishes should not pile up in the sink or around the apartment. Dirty dishes bring pests and rodents.
- d. Dirty laundry must be washed regularly.
- e. Failure to keep apartment in a decent, safe and sanitary condition will result in an infraction.

4. Items Stored in Yards or on Porches

- a. Yards should be free of trash, debris, cigarette butts and dog waste.
- b. No chalk, or other materials, will be used to color on the building. Chalk is only allowed on the sidewalk of the apartment in which you live.
- c. Only items allowed to be stored on the porch or to be sitting around outside the apartment are:
 - i. one complete and working bicycle (or riding toy) per household member
 - ii. one grill in good repair
 - iii. outside furniture
 - iv. any other items will constitute a lease violation

5. Reporting Changes in Household or Income

- a. Any change in income must be reported within 10 days.
 - i. Any increase in rent will take effect on the first day of the month following a 30 day notice from the Housing Authority.
 - ii. Income is from working, child support, family contributions, etc.
- b. Any change in household members (adding a new member, somebody moving out, or birth of a baby) must be reported within 10 days.
- c. Except for new births, no new household members can be added without prior consent from the Housing Authority.

6. Pets

- a. No visiting pets are allowed.
- b. All pets must be registered with the Housing Authority prior to being on the property.
- c. More specific pet information is covered in the Pet Policy.

7. Smoking

- a. All apartments are smoke free.
- b. Failure to abide by smoke free policy will result in infractions possibly leading to eviction.

8. Primary Residence

- a. We understand issues come up that take you away from your residence from time to time, but you must use this as your primary residence.
- b. Failure to use the apartment as your primary residence will lead to an eviction. We need to use our apartments to house those with real needs for affordable housing.
- c. Reasons to suspect this is not your primary residence:
 - i. Children are not registered in the school district or are registered under a different address.
 - ii. Mail is not being collected regularly, or your mail is not coming to your unit.
 - iii. Rent is being mailed to our office on a monthly basis.

9. Drugs or Dangerous Criminal Activity

- a. 14 Day eviction notice will be given.
- b. A conviction of the crime is not necessary for us to take action.

10. Three Infractions within a Rolling 12 Month Period

- a. Infractions do not have to be for the same lease violation.
- b. 30 Day eviction notice will be given if you receive three infractions within a rolling 12 month period.

11. Posted Times

- a. Office Hours Parkside Office is open 8:00 a.m.-4:30 p.m. daily, Fairview Office is open from 9:00 a.m. – 4:30 p.m. (closed from Noon until 1:00 p.m. daily) Fairview Office is closed on Thursdays with the exception of the first Thursday of each month.
- b. Laundry Room Hours are posted at each laundry facility.

12. Maintenance Issues

- a. Work Orders
 - i. All work orders must be called in to our main phone number: (309) 852-2801.
 - ii. Call work orders in as soon as a repair is needed. Unresolved problems tend to cause further damage.
- b. After Hours Emergencies can also be called into our main phone number (309) 852-2801 and a maintenance staff member will be dispatched for emergencies.
- c. Charges
 - i. Maintenance staff will come into apartment whether you are at home or not, but they will leave a notice stating that they had repaired what you reported as an issue. They may have to come in without prior notice if there is an emergency.
 - ii. Maintenance Charge Sheet is available upon request and posted at each administrative office.
 - iii. Negligence, destructive habits, and failure to call in work orders will result in a charge to your account for any needed repairs.

13. Utility Bills

- a. Utility bills must be paid. If utilities are shut off, you will be evicted.
- b. It is the responsibility of the tenants to get the utilities turned on at move in, and the tenant is responsible for contacting the utility company to have the utilities shut off at move out.

14. Reasonable Accommodation

- a. A reasonable accommodation is a change, exception, or adjustment to a policy, practice or service that may be necessary for a person with a disability to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces.

- b. If you are a person with a disability and need to request a reasonable accommodation, please contact HAHC to start the process.

15. Air Conditioning

- a. You must provide your own air conditioner, with the exception of the buildings with the historic windows, Lakeland Terrace, and the wooden section at Fairview Apartments.
- b. An excess utility charge will be assessed for each unit that is in the apartment.

16. Washers and Dryers

- a. Washers and dryers are not allowed in the apartments, except at Lakeland Terrace.
- b. All properties, except Lakeland Terrace, have a laundry facility with coin operated machines.

17. Decorating the Inside of the Apartment

- a. No painting of the apartment is allowed. You will be assessed a fee for repainting at move out if you have painted the walls.
- b. No contact paper or wallpaper is to be applied to the walls. A fee will be assessed at move out for the removal of the materials and any repair work needed.

18. Keys

- a. Each tenant is given two apartment keys.
- b. Some properties have a separate mail key. For tenants ~~those~~ at Fairview Apartments and Lakeland Terrace, the post office in Kewanee will issue your mailbox keys.
- c. Fairview Apartments tenants will also be issued a laundry key. Lakeland Terrace tenants will be issued a laundry key at their request.
- d. All keys must be turned in when vacating the unit.
- e. Lost keys will result in a charge to replace the keys.

19. Tenant Councils

- a. Each hi-rise has a tenant council open to all tenants. Meetings are set by each building.
- b. Any tenant has a right to attend the council meeting, and, if interested, be on a ballot to be a tenant council officer.

20. Parking

- a. Park only in areas designated for tenant parking.
- b. Be sure to get a parking sticker for your vehicle. If you change vehicles, please go to the office to get a new parking sticker for your new vehicle.
- c. Do not park your vehicle in any right-of-way or Fire Lane or other HAHC property not intended for parking (particularly the streets at Fairview Apartments).
- d. You can be assessed a fine for parking or driving in any yard space.

21. Security

- a. Lock your doors while in the apartment and while gone from your apartment.
- b. Use the deadbolt if your apartment is equipped with one.
- c. Contact 911 for any emergencies related to your health or safety. For non-emergency health and safety issues, contact your local police/ambulance.
- d. Contact the Housing Authority Tenant Resource Officer at (309) 853-1915 for non-emergency issues.

22. Tenant Services

- a. Tenant Involvement
 - i. Tenant Council meets monthly. This activity is voluntary, and you are not required to become a member of the council.
 - ii. Neighborhood Watch meets monthly. This activity is voluntary, and you are not required to become a member of the group.
 - iii. Community service has opportunities offered all year. See the Director of Social Services for more information.
 - iv. Program Coordinating Committee meets quarterly and is voluntary. See the FSS Coordinator for more information.
- b. Tenant Enrichment
 - i. Family Self-Sufficiency (Public Housing and Housing Choice Voucher)

1. Referrals, goal planning and coaching, transportation assistance and escrow accounts.
- ii. Elderly/Disabled Services
 1. Referrals, one-on-one services, transportation assistance.
- iii. Workshops and Trainings
 1. Job skills training, money management, nutrition, parenting, etc.
- c. Youth Activities
 - i. Summer Food Program (June-July)
 1. Free breakfast and lunch for kids up to age 18 years old.
 - ii. Holiday parties sponsored by Tenant Council
 - iii. Activities/crafts – sponsored by Tenant Council.
 - iv. Summer programming.

23. Informal Settlement/Grievance Process

- a. A tenant has the right to an informal settlement of a grievance. The HAHC will schedule the informal settlement and will provide a summary after the informal settlement.
- b. Tenants who wish to have a grievance hearing for eligible adverse actions, and request the hearing per the rules, will be given a chance for such if they have gone through the informal settlement process.

24. Annual Recertification

- a. You will receive a notice 3-4 months prior to your annual recertification appointment.
- b. All paperwork provided with the notice needs filled out prior to the appointment.
- c. Failure to attend two scheduled annual recertification appointments can result in your eviction

25. Alcohol

- a. Tenants may not consume any alcoholic beverages from open containers upon any public way or place, including sidewalks, parking lots, playgrounds, hallways, smoke shacks, and door-stoop areas.
- b. If you do consume alcoholic beverages, and are of legal age to do so, you need to stay in your apartment so you do not disturb the peaceful enjoyment of the premises for other tenants.

26. Inspections

- a. You will be given a 48 hour notice before the Housing Authority intends to enter the unit.
- b. Emergency Inspections: occur when 48 hours advanced notice is not possible, such as:
 - i. Maintenance emergency that includes your apartment (running water, broken windows, etc).
 - ii. Identifying and removing unauthorized occupants.
 - iii. Inspecting the condition of the unit if there are suspected unsanitary conditions present.
 - iv. When there is reasonable cause to believe that there is activity occurring in the apartment involving illegal drugs, weapons or other dangerous criminal activity.

27. Abandonment

- a. The unit will be deemed abandoned if:
 - i. The tenant has provided HAHC with a Notice to Vacate, has been absent from the unit, and has removed all significant personal property from the unit, and is in arrears in rent.
 - ii. The resident has been absent from the unit for 30 days and has failed to pay rent for that period.
- b. A 30 day abandonment notice will be posted on the door to the unit and will require the tenant to come to the management office in person to void the notice.
- c. Any personal property left behind will be removed at a cost to the tenant per our charge list.

28. Transfer Policy

- a. Once a family has leased up or transferred, a minimum of two (2) years must pass before another transfer request can be made, with the exception of an emergency situation or a reasonable accommodation.
 - i. Transfer request must be made in writing.

- ii. If requesting a move to accommodate a disability of a household member, a request for a reasonable accommodation must be made.
- iii. If requesting a transfer due to currently being a victim of domestic violence, stalking, sexual assault or dating violence, verification will be required.
- b. Once transfer is granted:
 - i. Account must be paid in full.
 - ii. If moving to a location that requires power, tenant must pass pre-approval screening, and tenant has 3 days to put power in their name upon moving in.
 - iii. Must pass housekeeping inspection in current apartment.
 - iv. Will have 5 days to transfer household items from old apartment once given keys to the new apartment.
 - v. Keys from old apartment must be turned in within 5 days, or you will be charged a daily fee based on the market rate rent for that unit.
 - vi. For each additional 5 days that the tenant has the keys to the old apartment, an infraction will be issued. (After 15 days an eviction will be issued.)

29. Community Service

- a. Requirements
 - i. Adults (18 years and older) that do not meet the exemptions must perform 96 hours each year before their annual recertification.
 - ii. If you are required to do Community Service, and you do not prove your exemption, you will be evicted if you fail to fulfill the necessary community service.
- b. Exemptions
 - i. 62 years or older
 - ii. Blind or disabled, or the primary caretaker for an individual meeting this exemption
 - iii. Individuals who work 20 or more hours per week
 - iv. Individuals who are currently fulfilling their TANF requirements
 - v. Households receiving SNAP benefits (food stamps)
 - vi. Those participating in an Economic Self-Sufficiency Program
- c. Obligations
 - i. Work with the office to fill out correct paperwork, provide proof of disability, and report any changes in exemption status.
 - ii. HAHC will provide ideas for community service opportunities, manage the paperwork for community service, and verify any exemptions that an individual receives.
- d. Non-Compliance
 - i. HAHC will not renew the lease unless:
 - 1. Head of household and any other non-compliant resident enter into a written agreement with the PHA, to make up deficient hours over the next 12 months; or
 - 2. The family provides written documentation satisfactory to PHA that the non-compliant family member no longer resides in the unit.

30. VAWA – Violence Against Women Act (protections apply to men or women)

- a. Protections are afforded those who fall under the VAWA policy.
 - i. If you are a victim of domestic violence, dating violence, stalking or sexual assault, then you could be protected from evictions or other problems if the issue is a result of one of the above listed conditions.
 - ii. If you feel you are protected under the VAWA policy, you need to contact the Fairview Administration Office to speak to a HAHC staff member.

31. Vacating the Apartment

- a. 30 day notice is required from the tenant.
- b. All keys must be turned in at the time the tenant vacates.
- c. The tenant will continue to be charged until the keys are all turned in or communication is made with the Housing Authority to surrender the apartment.

- d. A move out inspection will be done, and charges will be assessed for any damage beyond normal wear and tear. Charges can also be assessed for cleaning that needs to be done, beyond regular cleaning for apartment turnover.
- e. Charges will be assessed for the removal of any items left after you turn in the keys or surrender the apartment.

32. Unauthorized Boarders

- a. A person(s) living at your unit who is not on your lease is a boarder.
 - i. Do not allow anyone who is not in the household to use your address to receive mail. It is treated the same as if they are living in your unit.**
- b. The head of household will be held responsible for the consequences of letting an unauthorized person live at their unit, potentially including:
 - i. The calculation of retroactive rent.
 - ii. Eviction of the household.

In Summary:

- **Pay your rent on time**
- **Keep the inside of your apartment clean**
- **Keep the yard and porch of your apartment free of debris and clutter**
- **Do not disturb the people or property where you live**
- **Do not let anybody live in your apartment that is not on your lease.**

THIS PAGE IS INTENTIONALLY LEFT BLANK – SEE FOLLOWING PAGE.

TEAR THIS PAGE OFF AND SIGN. ANYONE IN THE HOUSEHOLD THAT IS 18 YEARS OLD OR OLDER MUST SIGN AND DATE THIS PAGE.

This handbook serves as a simple guide to living at a property belonging to the Housing Authority of Henry County. You are responsible for knowing all the rules that are in your lease and in this guidebook. You have attended either an individual briefing or a group briefing about our roles as housing providers, programs that you have access to, and an overview of the lease that you have signed.

Your signature below signifies that you understand that you will be held to the rules outlined above, in the lease and in other policies that the Housing Authority has in place.

Head of Household

Date

Other Adult over 17 y/o

Date

Other Adult over 17 y/o

Date

Other Adult over 17 y/o

Date

Other Adult over 17 y/o

Date