

CHAPTER 5 - SECURITY DEPOSIT, UTILITY AND RENT COLLECTION/PETS

5-1 SECURITY DEPOSIT

5-1 (A) At the time the dwelling lease is executed, each resident household shall pay as a security deposit the amount designated by the bedroom size in Appendix III. After termination of the dwelling lease, the security deposit will be returned to the tenant(s), without interest, provided all charges properly deductible from said deposit have been paid.

5-1 (B) THE SECURITY DEPOSIT WILL BE RETURNED WITHIN 21 WORKING DAYS AFTER MOVE-OUT IF THE FOLLOWING CONDITIONS ARE MET:

1. There are no unpaid rents or other charges for which the tenant is liable.
2. The rent and all equipment are left reasonably clean and all trash and debris have been removed by the tenant.
3. There is no damage or breakage to the unit beyond what is expected from normal usage: and
4. All keys issued to the tenant are turned in to the management office when the tenant vacates the unit.

5-2 TENANT PAID UTILITIES

5-2 (A) In HACK's developments where tenants pay the cost of certain utilities directly to the supplier of the utilities, the tenants' rents are reduced by an Allowance for Utilities developed by HACK in consultation with the utility supplier and approved by HUD. The allowance will be based on a reasonable consumption of utilities by an energy conservation household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful environment. In setting the allowance, HACK will review the actual consumption of tenant families as well as changes made or anticipated due to modernization (weatherization efforts, installation of energy efficient appliances, etc.) .

Allowances will be evaluated at least annually as well as any time utility rates change by 10% or more since the last revision to the allowances. In the instance of tenant-paid utilities, paying the utility bill is the Tenant's obligation under HACK's lease. Failure to pay utilities is grounds for eviction. See the Utility Allowance Schedule Appendix II.

5-2 (B) The utility allowance will be subtracted from the family's income rent to determine the amount of the Tenant Rent. The Tenant Rent is the amount the family owes each month

to the HACK. The amount of the utility allowance is then still available to the family to pay the cost of their utilities. Any utility cost above the allowance is the responsibility of the tenant. Any savings resulting from utility costs below the amount of the allowance belongs to the tenant.

5-2 (C) Utility allowance revisions based on rate changes shall be effective retroactively to the first day of the month following the month in which the last rate change took place. Revisions based on changes in consumption or other reasons shall become effective at each family's next annual reexamination.

Families with high utility costs are encouraged to contact the HACK for an energy analysis. The analysis may identify problems with the dwelling unit that once corrected will reduce energy costs. The analysis can also assist the family in identifying ways they can reduce their costs.

5-2 (D) Requests for relief from surcharges for excess consumption of HACK purchased utilities or from payment of utility supplier billings in excess of the utility allowance for tenant-paid utility costs may be granted by the HACK on reasonable grounds. Requests shall be granted to families that include an elderly member or a member with disabilities. Requests by the family shall be submitted under the Reasonable Accommodation Policy. Families shall be advised of their right to individual relief at admission to public housing and at time of utility allowance changes.

5-3 FAMILY CHOICE OF RENT PAYMENT METHODS

At admission and each year in preparation for their annual reexamination, each family is given the choice of having their rent determined under the income method or having their rent set at the flat rent amount.

5-3 (A) Families who opt for the flat rent will be required to go through the income reexamination process every three (3) years, rather than the annual review they would otherwise undergo. However, if the family's income is at least 120% of the Area Median Income at the time of the reexamination, then the family will be required to go through the reexamination process again the following year.

5-3 (B) Families who opt for the flat rent may request to have a reexamination and return to the *Income based* method at any time for any of the following reasons:

1. The family's income has decreased.
2. The family's circumstances have changed, increasing their expenses for child care, medical care, etc.
3. Other circumstances creating a hardship on the family such that the income method would be more financially feasible for the family.

5-3 (C) Families have only one choice per year except for financial hardship cases. In order for families to make informed choices about their rent options, HACK will provide them with the following Information whenever they have to make rent decisions:

1. HACK's policies on switching types of rent in case of a financial hardship; and
2. The dollar amount of tenant rent for the family under each option. If the family chose a flat rent for the previous year, HACK will provide the amount of income-based rent for the subsequent year only the year HACK conducts an income reexamination or if the family specifically requests it and submits updated income information.

5-3 (D) Families who opt for the *income* method will be required to have an annual reexamination. During the interview, the family will provide all information regarding income, assets, expenses, and other information necessary to determine the family's share of rent. The family will sign the HUD consent form and other consent forms that later will be mailed to the sources that will verify the family circumstances.

Upon receipt of verification, HACK will determine the family's annual income.

5-3(E) THE TOTAL TENANT PAYMENT IS EQUAL TO THE HIGHEST OF:

1. 10% of the family's monthly income;
2. 30% of the family's adjusted monthly income; or
3. If the family is receiving payments for welfare assistance from a public agency and a part of those payments, adjusted in accordance with the family's actual housing costs, is specifically designated by such agency to meet the family's housing costs, the portion of those payments which is so designated. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this provision is the amount resulting from one application of the percentage; or
4. The minimum rent of **\$50.00**

5-3 (G) FLAT RENTS

HACK will post the flat rents at each of the developments and at the Central Office. Flat rents are set at no less than 80 percent of the lower of the applicable fair market rent or small area fair market rent amount, and are incorporated in this policy upon annual approval by the Board of Commissioners. There is a utility allowances for families paying a flat rent.

5-3 (H) THE ANNUAL LETTER TO FLAT RENT PAYERS REGARDING THE REEXAMINATION PROCESS WILL STATE THE FOLLOWING:

1. Each year at the time of the annual reexamination, the family has the option of selecting a flat rent amount in lieu of completing the reexamination process and having their rent based on the formula amount.
2. The amount of the flat rent.
3. A fact sheet about formula rents that explains the types of income counted, the most common types of income excluded, and the categories allowances that can be deducted from income.
4. Families who opt for the flat rent will be required to go through the income reexamination process every three years if their income is below 120% of the applicable Area Median Income. If their income is above 1210% of the AMI, then they are required to go through the reexamination process again the following year.
5. **Families who opt for the flat rent may request to have a reexamination and return to the formula-based method at any time for any of the following reasons:**
 - a. The family's income has decreased.
 - b. The family's circumstances have changed increasing their expenses for child care, medical care, etc.
 - c. Other circumstances creating a hardship on the family such that the formula method would be more financially feasible for the family.
6. The dates upon which the HACK expects to review the amount of the flat rent, the approximate rent increase the family could expect, and the approximate date upon which a future rent increase could become effective.
7. The name and phone number of an individual to call to get additional information or counseling concerning flat rents.
8. A certification for the family to sign accepting or declining the flat rent.
9. Each year prior to their anniversary date, HACK will send a reexamination letter to the family offering the choice between a flat or formula rent. The opportunity to select the flat rent is available only at this time. At the appointment, HACK may assist the family in identifying the rent method that would be most advantageous for the family. If the family wishes to select the flat rent method without meeting with the HACK representative, they may make the selection on the form and return the form to the HACK. In such case, the HACK will cancel the appointment.

5-3 (I) CEILING RENTS

Ceiling rents have been established to provide a 'cap' or maximum rent for families, as their income increases. The amount of ceiling rent will be evaluated annually and the adjustments applied. Affected families will be given a 30-day notice of any rent change. Adjustments are applied on the anniversary date for each affected family.

5-3 (J) HACK will post the ceiling rents at each of the developments and at the central office and are Incorporated in this policy upon approval by the Board of Commissioners.

The family will pay the greater of the total tenants' payment or the minimum rent of \$50.00, but never more than the ceiling rent.

5-4 ***RENT COLLECTION FOR FAMILIES UNDER THE NON-CITIZEN RULE***

A mixed family will receive full continuation of assistance if all of the following conditions are met:

- a. The family was receiving full assistance on June 19, 1995;
- b. The family was granted continuation of assistance before November 29, 1996;
- c. The family's head or spouse has eligible immigration status; and
- d. The family does not include any person who does not have eligible status other than the head of household, the spouse of the head of household, any parent of the head or spouse, or any child (under the age of 18) of the head or spouse.

5-4 (A) If a mixed family qualifies for prorated assistance but decides not to accept it, or if the family has no eligible members, the family may be eligible for **temporary deferral of termination of assistance** to permit the family additional time for the orderly transition of some or all of its members to locate other affordable housing. Under this provision the family receives full assistance. If assistance is granted under this provision prior to November 29, 1996, it may last no longer than three (3) years. If granted after that date, the maximum period of time for assistance under the provision is eighteen (18) months. HACK will grant each family a period of six (6) months to find suitable affordable housing. If the family cannot find suitable affordable housing, HACK will provide additional search periods up to the maximum time allowable.

5-4 (B) Suitable housing means housing that is not substandard and is of appropriate size for the family. Affordable housing means that it can be rented for an amount not exceeding the amount the family pays for rent, plus utilities, plus 25%.

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5-4(C) THE FAMILY'S ASSISTANCE IS PRORATED IN THE FOLLOWING MANNER:

1. Determine the 95th percentile of gross rents (tenant plus utility allowance) for HACK the 95th percentile is called the maximum rent.
2. Subtract the family's total tenant payment from the maximum rent. The resulting number is called the maximum subsidy.
3. Divide the maximum subsidy by the number of family members and multiply the result times the number of eligible family members. This yields the prorated subsidy.
4. Subtract the prorated subsidy from the maximum rent to find the prorated total tenant payment. From this amount subtract the full utility allowance to obtain the prorated tenant rent.

5-5 PAYING RENT

In accordance with the Dwelling Lease, all tenant rents are "due and payable" in advance on the first day of each calendar month. All rents should be paid at the Manager's Office. As a safety measure at each Development site, no cash should be accepted as a rent payment.

Sound rent collection principles and techniques will be impartially applied to all residents in order to contribute to the efficient operation and financial stability of the public housing units owned and operated by HACK.

5-5 (A) If prior arrangements have not been made for an extension of credit, the rent is determined to be delinquent on the sixth working day of the month. A late fee of \$10.00 will be assessed to all tenants whose payments are not received prior to the sixth (6th) working day of the month.

If the rent is not paid by the fifth (5th) day of the month, a Notice to Vacate will be issued to the tenant. In addition, a \$10.00 late charge or \$1.00 per day, whichever is greater, will be assessed to the tenant. If rent is paid by a personal check and the check is returned for non-sufficient funds, this shall be considered a non-payment of rent and will incur the late charge.

If payment is not received prior to the sixth (6th) working day of the month, a 14-Day Notice to Pay or Quit will be issued to the tenant.

5-5 (B) Tenants will be made cognizant of the provisions in the dwelling lease which define their responsibilities and obligations regarding rent payment. The following considerations will be discussed during the initial lease-up interview:

1. The manner in which the rent is calculated.
2. The date the rent is due.
3. The date by which the rent is considered to be delinquent.
4. Penalty for non-payment.

5-5 (C) If the tenant fails to respond within the time frame allowable following the issuance of the 14-Day Notice, the tenant will be required to vacate the unit, or legal proceedings will be initiated to obtain a judgment of enforcement for possession of the dwelling unit.

5-5 (D) Tenants who have been determined to be repeatedly delinquent in their rent shall have their tenancy terminated in accordance with Federal notification requirements and applicable State laws.

5-5 (E) Extensions of credit or partial payments may be granted periodically for tenants who have an emergency situation and who have contacted the office to explain their circumstances. If the explanation proves acceptable, a written agreement between the tenant and management will be executed, stipulating the payment date. Late charges will be assessed even when payment arrangements have been made. Once the 14-Day Notice has been served on a tenant, no partial payments will be accepted. Tenants who request extensions month after month shall be denied these extensions, and their failure to pay rent within the acceptable time frame will result in eviction.

5-5 (F) Tenants' who receive in excess of four 14-Day Notices within a 12-month period, shall, after being counseled and warned, may be served a non-curable, "30-Day Notice of Proposed Termination of Tenancy."

5-5 (G) Receipt of a "Non-Sufficient Funds" (NSF) check will be considered non-payment of rent, and procedures outlined above will apply, including assessment of a ten dollar (\$10.00) late fee if acceptable payment is not received prior to the sixth (6th) working day of the month.

5-6 PET POLICY

5-6 (A) The dwelling lease may be amended or a separate "Pet Agreement" executed to permit keeping common household pets under the following circumstances:

1. Elderly disabled families and/or non-elderly families, residing in any public housing unit may request permission to have pets, in accordance with HACK's Pet Policy, Appendix V; and will be granted such permission provided they execute the proper "Authorization for Pet Ownership" Pet Agreement." An additional pet deposit in the amount of \$150.00 will be required for each pet at the time the agreement is signed. (State Law effective 1/1/82).
2. The Pet Policy does not apply to any animals used as auxiliary aids by persons with disabilities. Assistance animals, such as, a "guide dog" properly trained for the blind or a "signal dog," are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and common facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbor.

5-6 (B) Residents must have written prior approval before moving a pet into their unit. Residents must request approval on the "Authorization for Pet Ownership Form" that must be fully completed before HACK will approve the request.

5-6 (C) HACK will allow only domesticated animals such as a dog, cat, bird, rodent (including a rabbit), fish or turtle in aquarium units. Common household pets do not include reptiles (except turtles). All dogs and cats must be neutered or spayed before they reach 9 months of age. A licensed veterinarian must verify this fact.

1. Only one (1) pet per unit allowed.
2. Any animal deemed to be potentially harmful to the health or safety of others, including attack or fight trained dogs, will not be allowed.
3. No animal may exceed twenty (20) pounds in weight.

5-6 (D) In order to be registered, pets must be appropriately inoculated against rabies, distemper, and other conditions prescribed by state and local ordinances. They must comply with all other state and local public health, animal control, and anti-cruelty laws including any licensing requirements. A certification signed by licensed veterinarian or state or local official shall be annually filed with HACK to attest to the inoculations.

5-6 (E) A pet deposit of \$150.00 is required at the time of registering a pet. The deposit is refundable when the pet or the family vacate the unit, less any amounts owed due to damage beyond normal wear and tear.

5-6 (F) Any resident who owns or keeps a pet in their dwelling unit will be required to pay for any damages caused by the pet. Also, any pet-related insect infestation in the pet owner's unit will be the financial responsibility of the pet owner and HACK reserves the right to exterminate and charge to the resident.

5-6(G) The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas.

Pets that make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one half hour or more to the disturbance of any person at any time of day or night shall be considered a nuisance.

Repeated substantiated complaints by neighbors or HACK personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance will result in the owner having to remove the pet or move him/herself.

5-6 (H) Pets must be kept in the owner's apartment or on a leash at all times when outside (no outdoor cages may be constructed). Pets will be allowed only in designated areas on the grounds of the projects. Pet owners must clean up after their pets and are responsible for disposing of pet waste.

With the exception of assistive animals, no pets shall be allowed in the community room, community room kitchen, laundry rooms, public bathrooms, lobby, beauty shop, hallways, or office of any of HACK sites.

To accommodate residents who have medically certified allergic or phobic reactions to dogs, cats, or other pets, those pets may be barred from certain wings (or floors) in our development(s)/building(s). This shall be implemented based on demand for this service.

5-6 (I) Pets that meet the size and type criteria outlined above may visit the projects/buildings where pets are allowed for up to two weeks without HACK approval. Tenants who have visiting pets must abide by the conditions of this policy regarding health, sanitation, nuisances, and peaceful enjoyment of others. If visiting pets violate this policy or cause the tenant to violate the lease, the tenant will be required to remove the visiting pet.

5-6 (J) HACK, or an appropriate community authority, shall require the removal of any pet from the project if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the project or of other persons in the community where the project is located.

In the event of illness or death of pet owner, or in the case of an emergency which would prevent the pet owner from properly caring for the pet, HACK has permission to call the emergency care giver designated by the resident or the local Pet Law Enforcement Agency to take the pet and care for it until family or friends would claim the pet and assume responsibility for it. Any expenses incurred will be the responsibility of the pet owner.

5-6 (K) Pets may not be left unattended in a dwelling unit for over 12 hours. If the pet is left unattended and no arrangements have been made for its care, HACK will have the right to enter the premises and take the un-cared for pet to be boarded at a local animal care facility at the total expense of the resident.

PET BEDDING SHALL NOT BE WASHED IN ANY COMMON LAUNDRY FACILITIES.

Residents must take appropriate actions to protect their pets from fleas and ticks.

All dogs must wear a tag bearing the resident's name and phone number and the date of the latest inoculation.

Pets cannot be kept, bred or used for any commercial purpose. Residents owning cats shall maintain waterproof litter boxes for cat waste. Refuse from litter boxes shall not accumulate or become unsightly or unsanitary. Litter shall be disposed of in a plastic bag and placed in a trash container.

A pet owner shall physically control or confine his/her pet during the times when HACK employees, agents of the Housing Authority or others must enter the pet owner's apartment to conduct business, provide services, enforce lease terms, etc.

If a pet cause's harm to any person, the pet's owner shall be required to permanently remove the pet from HACK's property within 24 hours of written notice from HACK. The pet owner may also be subject to termination of his/her dwelling lease.

A pet owner who violated any other conditions of this policy may be required to remove his/her pet from the development within 10 days of written notice from HACK. The pet owner may also be subject to termination of his/her dwelling lease.

HACK's grievance procedures shall be applicable to all individual grievances or disputes arising out of violations or alleged violations of this policy.

**HOUSING AUTHORITY OF THE COUNTY OF KERN
LOW INCOME PUBLIC HOUSING
AUTHORIZATION FOR PET OWNERSHIP FORM**
(Please fill out a form for each pet)

Pet Owner's Name: _____

Pet Owner's Address: _____

Home Telephone: _____ Work Telephone: _____

Pet's Name: _____

Type or Breed: _____

Spayed or Neutered: Yes/No If Yes: Date Performed: _____
If No: Date to be Performed by: _____

County/City License Tag No. _____

Licensed Veterinarian/Animal Clinic Utilized: _____

Address: _____

City: _____ Telephone () _____

Emergency Care Giver for Pet: _____

Address: _____

City: _____ Telephone () _____

I have read and/or have been explained the rules governing pets, and understand such rules, and I and all of members of my household promise to fully comply.

Signature of Pet Owner: _____ Date: _____

Please attach to this form the following:

- Receipt of Paid Deposit Receipt of Non-Refundable Fee

Housing Manager Signature: _____ Date: _____

- Picture of Pet Rabies Certification

