

Lafayette Housing
Authority
Resident Handbook &
Community Policies

Office Information

Lafayette Housing Authority
613 Dycus Circle
Lafayette, Tn 37083
(P) 615-666-2140 (F) 615-666-4921
Office Hours Monday-Thursday
8:00 am-3:00 pm

Website

www.lafayetteha.org

Sign up online for access to your account information twenty-four hours a day.

Office Staff

Lisa Gentry: Executive Director

lisa.gentry@lafayetteha.org

615-666-2140 Ext 3

Crystal Carver: Deputy Director

crystal.carver@lafayetteha.org

615-666-2140 Ext 2

Jennifer Wix Administrative Assistant

615-666-2140 Ext 1

JwixLHA@gmail.com

Maintenance Hours

Monday – Thursday 7:00 am – 5:00 pm

Friday 7:00 am -3:00 pm

Maintenance Staff

Troy Cothron

Terry Gillim

Joe Caldwell

MISSION STATEMENT

The Lafayette Housing Authority strives to improve the quality of families and communities, by helping to develop, produce and manage low-cost affordable housing in safe neighborhoods. To ensure that every citizen in our region, regardless of their economic status, has good choices in where they live and opportunities to reach their fullest potential. We believe Quality housing at an affordable price is a springboard for success in educational, employment and health pursuits and that all individuals are intitled to this.

Emergencies:

For maintenance emergencies, call the office at [615-666-2140](tel:615-666-2140) during regular business hours or [615-561-2328](tel:615-561-2328) after hours and on weekends or holidays. Calling this number for afterhours nonemergency's will result in \$75.00 charge to your account.

Note: Maintenance emergencies are defined as those situations where a work order is needed to correct a condition that poses an immediate threat to life, health, safety, or property, or related to fire safety.

For all other emergencies, call 911.

This Handbook will be updated periodically and is available at the website listed above. We recommend you review it occasionally to make sure you remain in compliance with any community policy changes.

WELCOME

Welcome to our neighborhood! We are pleased that you have chosen to make your home with us. This Resident Handbook is designed to familiarize you with your new community. Please keep it handy and discuss these policies with all members of your household. Many questions you may have been answered in this handbook. It is our desire to provide the highest quality living environment possible for our residents. The information provided in this handbook is also part of your legal obligations under your lease. Thank you very much for your cooperation, because together we can make your new home a great place to live!

FAIR HOUSING STATEMENT

Management is committed to compliance with all federal, state, and local Fair Housing Laws. In the spirit of these laws, your community policies are designed to provide for consistent and fair treatment of all residents.

GOOD NEIGHBOR POLICY

All policies apply to residents, occupants, and their guests. Please remember your neighbor's right to live peaceably and quietly and help us maintain an environment favorable to all residents.

COMMUNITY STANDARDS OF OCCUPANCY

All new residents in your apartment community meet the same non-discriminatory qualification standards based on income, employment, credit, criminal and rental history.

COMMUNITY POLICIES

Alcoholic Beverage Consumption. Drinking alcoholic beverages in areas outside of your individual unit is not permitted.

Barbecue Grill Use. Never leave the grill unattended even for a moment or place hot or warm coals in your trash can. The grill may be stored on the back patio. Lighter fluid and charcoal must not be stored inside the unit.

Businesses. Conducting any kind of business (including childcare services) in your apartment must be approved - except that any lawful business conducted "at home" by computer, mail, or telephone is permissible if customers, clients, patients, or other business associates do not come to your apartment for business purposes.

Fires Due to Negligence. If a fire occurs due to your (you, your household, or guests) negligence, you will be charged the cost of the deductible applicable to our insurance policy or the actual cost to repair the damage. If a fire occurs in your unit, you will be required to attend the next scheduled fire safety presentation provided by Lafayette Housing Authority.

Social Media Policy. Please do not use Facebook or any other forms of social media to contact any employee of this Housing Authority. We have a strict policy against this. If you need assistance during a time when the office is closed call the emergency number provide in this handbook.

Safety Policy Statement. The safety and good health of the employees, residents and public is of the utmost importance to the Lafayette Housing Authority and will be given the highest priority. The Authority will not tolerate unsafe acts or conditions created by its employees, residents, or the public inside the confines of the Housing Authority.

The Authority will make every effort to comply with all cities, state and federal safety and health regulations and enforce the policies and procedures set forth in the Authority's Risk Control.

Holiday Decorations. You may decorate for any holiday, but all decorations must be removed not later than two weeks after the holiday. For safety purposes, please do not leave lights burning on your Christmas tree when you are not home. Also, water live trees frequently to keep them from drying out and becoming a fire hazard.

Inspections. Apartments will be inspected monthly. A notice is provided to each unit with the inspection date. Units not meeting Housing standards will be placed on the reinspect list for the following week. Residents will be required to attend a Housekeeping Workshop if **any** inspection is failed. Any deficiencies found in the unit during the inspections will be repaired, and the resident may be responsible for the cost of those items. Please refer to your current Schedule of Charges for amounts.

Move-Out Cleaning Instructions & Housekeeping Standards. To receive a satisfactory rating and avoid cleaning charges, the apartment must be clean and free of trash and insect infestation. We recommend that you accompany management on the move-out inspection. The following cleaning instructions should be followed:

• **All Rooms**

1. Clean all light switches, all window and sliding door tracks, windows, the front door, mini-blinds and all light fixtures and ceiling fans.
2. Sweep patio and remove debris, trash, cobwebs, etc. from entire area. Clean patio light fixture.
3. Remove debris from the apartment, including furniture, clothes hangers, phone books and trash bags.
4. Replace all burned out or missing light bulbs with the same type of bulb.
5. Replace dead or missing smoke detector batteries.

• **Bathroom(s)**

1. **Bath/Shower:** Thoroughly clean tile, porcelain or fiberglass surfaces. Do not use Ajax or similar abrasive on fiberglass. Polish faucet sets and chrome.
2. **Commode:** Remove disinfectant devices from the tank. Clean and disinfect all surfaces.
3. **Sink:** Clean and scour sink. Polish faucet set.
4. **Mirror:** Clean with glass cleaner.
5. **Cabinets, Drawers, Medicine Cabinet:** Remove all lining material, wash and disinfect all shelves and interior surfaces. Clean countertop and cabinet fronts.
6. **Floor:** Sweep, clean and disinfect.

• **Kitchen**

1. **Refrigerator:** Defrost, clean, wash and disinfect all surfaces.
2. **Range:** Clean all surfaces to remove grease and burned-on particles. Thoroughly clean knobs and polish chrome surfaces. Clean underneath burners.
3. **Vent hood:** Clean all surfaces to remove grease and burned-on particles. Remove, clean and reinstall filter.
4. **Sink:** Scrub and clean sink with appropriate cleanser and polish faucet set.
5. **Cabinets and Drawers:** Remove all lining material, wash, and disinfect all shelves and interior surfaces. Clean countertops and cabinet fronts.
6. Thoroughly clean light fixture covers, electrical outlet covers, and switch plate covers.
7. Clean areas between appliances, walls, and cabinets.
8. **Floor:** Sweep and mop

Notice Regarding Appliance Inventories, Filters and Smoke Detectors

The maintenance department completes monthly replacement of the filters for air conditioning units and checks smoke detector(s) quarterly. They also do an annual inventory of all appliances. Notices for the dates on which these tasks will be conducted will be provided to all residents.

Parking Policy.

- **Loitering** is not allowed in parking lots. If you see suspicious people, strange vehicles, or unusual activity, please notify the office and the police department (615-666-4725) immediately.
- **Parking spaces** are limited to one assigned space per unit. All V spots are not assigned or reserved.
- **Recreational activities** are not allowed in parking lots, or on sidewalks.
- **Recreational vehicles.** Boats, jet skis, campers, tractor-trailers, and truck trailers cannot be brought onto the premises without obtaining prior written consent from management.
- **The speed limit** in the parking lot is 10 mph.
- **Vehicle alarm systems** must be set so they are not frequently activated.
- **Vehicle maintenance** is not allowed. Residents may change a flat tire while the vehicle is parked at our apartment community. Vehicle ashtrays should not be dumped onto the parking lot.
- **Vehicle towing policy.** Towing signs are posted, therefore, all drivers entering LHA grounds are notified that unauthorized, inoperable, or illegally parked vehicles can be towed without further verbal or written notice to the vehicle operator or owner.

Patios, Porches, Sidewalks and Yards. The following topics apply to these areas:

- Areas must be kept neat and clean.
- Bagged trash, trash cans, mops or brooms are not to be left outside the apartment, even temporarily.
- Shades are not allowed to be hung (aluminum foil, bamboo shades, film, or other material).
- Management reserves the right to monitor décor and appearance. Residents may be required to remove items that, in the sole judgment of management, detract from the appearance of the complex.
- Only patio style furniture, barbecue grills, bicycles and plants should be visible when stored on patios or porches. Items may not be stored in the yard or the front porch area. This includes toys when not in use.
- Residents who wish to install a satellite dish or antenna should refer to the Satellite Dish section of this handbook.
- No bicycles, roller blades, etc. are allowed on sidewalks.

Pet Policy. A Pet Agreement must be executed between management and the resident before a pet can enter the property. All pets must be always leashed when outside the apartment. Pets or service animals are never to be tied out and left unattended. Your animal must be always under your control, which means you must be present with your animal when it is outside your unit. Pets are not allowed in common areas or other dwelling units. Pet owners must clean up after their pets and are responsible for disposing of pet waste. Refer to your Pet Agreement or contact management for more information about the Pet Policy. Service animals and emotional support animals are required to abide by all the same rules as pets.

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Prohibited Conduct. You and your occupants or guests may not engage in the following activities:

- Behaving in a loud or obnoxious manner.
- Disturbing or threatening the rights, comfort, health, safety, or convenience of others (including our employees, agents, or law enforcement officials) in or near the apartment community.
- Disrupting our business operations; manufacturing, delivering, possessing with intent to deliver, or otherwise possessing a controlled substance or drug paraphernalia.
- Engaging in or threatening violence; possessing a weapon prohibited by state law.
- Discharging a firearm in the apartment community.
- Displaying or possessing a gun, knife, or other weapon in the common area in a way that may alarm others.
- Storing anything in water heater closets.
- Tampering with utilities or telecommunications.
- Bringing hazardous materials into the apartment community.
- Allowing children under the age of six (6) to be unsupervised by an adult; • Injuring our reputation by making bad faith allegations against us to others. • Littering on the property.

Quiet Time and Curfew. A 10:00 p.m. quiet time is to be observed by you, members of your household and guests. No loitering or gathering is allowed on porches, parking lots or outdoors in any other place on the complex after this time. In consideration of other residents, noise from radios, televisions, etc. must be kept to a minimum after 10:00 p.m.

Satellite Dish. Residents who wish to install a satellite dish or receiving antenna must: (1) obtain management approval prior to installation; (2) sign a “Satellite Dish and Antenna Addendum to Lease Contract;” and (3) comply with the requirements of that addendum. A resident may install only one satellite dish or receiving antenna on the leased premises (i.e., inside his or her dwelling or in an outside area that is leased exclusively to the resident such as the patio, yard, etc.) No other satellite dishes or antennas are allowed.

Smoking. Smoking is not allowed in common use areas. Smoking is not permitted in your apartment. Smokers must be twenty-five feet away from all buildings and common areas. Cigarette butts must be properly disposed of and not thrown on the ground.

Solicitors. Management does not allow solicitation on the complex. If you see any solicitors on the complex or a solicitor comes to your door, please advise management as soon as possible. Management will contact the company whose employees have violated the policy to ensure future solicitation will not occur.

For your personal safety and protection, do not allow a solicitor to enter your apartment for any reason. Not every stranger who enters the property is a criminal, but criminals do take advantage of residents in apartment communities by pretending to be legitimately involved in sales, repair, or service businesses.

Transfers. Transfers from one apartment to another or from one building to another will not be approved unless the The housing Director deems such a transfer necessary and in the best interest of the resident and management. If a transfer is approved, the resident’s account will be charged a transfer fee in accordance with our current Schedule of Charges.

Utilities. You must not allow utilities to be disconnected – including disconnection for not paying your bills – until the Lease Contract term or renewal period ends. Utilities may be used only for normal household purposes and must not be wasted.

Some utility company phone numbers are listed below for your convenience. Others are available.

- Cable - NCTC (615-666-2151) / Comcast (800-934-6489)
- Electricity – Tri County (615-666-2121)
- Gas – City of Lafayette (615-666-2194)
- Telephone – NCTC (615-666-2151)
- Water/Sewage/Trash Services – City of Lafayette (615-666-2194)

Window Appearance. Mini blinds that have been installed in the apartment should be the only window coverings visible to the outside. Aluminum foil, bamboo shades or other materials may not be placed over the windows. Window coverings such as drapes or curtains may be installed on the inside of the unit.

GENERAL INFORMATION

Air Conditioning/Heating System.

- Maintenance staff will change your filter monthly. Do not operate the system without a filter. This will damage the system and cause expensive repairs.
- Arrange furniture and drapes so supply and return air registers are not blocked.
- Keeping doors, windows and blinds closed will help reduce cooling and heating costs.
- Avoid excessive use of kitchen exhaust fans.
- Do not allow children to use the outdoor unit for a play stand. This can be dangerous for the children and necessitate expensive repairs.

Thermostat Operation. Air-conditioning/heating units are installed with a thermostat, which includes a manual cooling/heat system switch and a manual/auto fan switch. Select the room temperature you desire by using the thermostat temperature selector. Do not constantly adjust the thermostat. Set it and leave it. If the temperature selection procedure is new to you, ask management to familiarize you with thermostat operation. For comfort and energy conservation purposes, we suggest 70° for heat and 74° for air conditioning. Do NOT set your thermostat below 70 degrees for any circumstance.

For Cooling, position the system switch to “cool” and the fan switch to “auto”. If constant fan operation is desired, place the fan switch in the “on” position. If your unit is not providing sufficient cooling, determine if:

- Air filter is properly installed.
- Return air system is blocked.
- Supply registers are closed.
- Doors and windows are open.

If none of the above apply, submit a request for service.

When heating is desired, position the system switch to “heat” and place the fan switch in the “auto” position. If the unit is not providing adequate heating, follow the above instructions for cooling listed above.

Blinds. Children can accidentally strangle window blind cords. Keep cords out of reach of children and off the floors. Do not place cribs near window blind cords. Devices are available at local stores to keep cords out of reach of children such as clamps, clothespins, or tie-downs. Blinds require a minimum of care. Clean blinds with a damp cloth and mild detergent.

Countertops. To protect the finish, do not place hot or other burning objects or heated containers directly on the counter. Always use a cutting board when chopping food.

Disturbances. If you have a noise or disturbance complaint concerning a neighbor, we recommend the following procedure:

1. First, speak to your neighbors yourself. They may not be aware that they are disturbing you.
2. Second, if the problem persists, contact the management office during normal business hours or the police after normal business hours. These calls are considered low priority, but they will respond.

If a serious problem occurs during normal working hours, contact the manager at the office to assist you.

If a serious problem occurs after hours, on weekends or holidays, obtain police assistance and then inform management.

Exterior Lighting. Report any vandalized or non-working exterior lights to management so they can be repaired.

Faucet Care. Although the finish is extremely durable, harsh abrasives can damage it. To clean wipe gently with a damp cloth and blot dry with a soft towel. Warning: Dow Bathroom Cleaner with Scrubbing Bubbles and Lysol Foaming Basin Tub and Tile Cleaner must not be used on clear knob handles and levers. Use of these cleaners can result in cracked or severely damaged handles. If overspray gets onto the handles, immediately wipe them dry with a soft cotton cloth.

Floor Tile Care. To help prevent damage to the floor tile:

- Furniture should be carried and not slid across tile.
- Mop weekly with a mild floor cleaner.
- Use a no-wax floor dressing to restore shine.
- Do not use steel wool, scouring pads, abrasive cleaners or petroleum solvents to remove dirt or stains.
- Immediately clean up spills with a damp sponge or mop. This will prevent dirt from being ground into the tile and stains from developing.

Garbage. All trash must be properly bagged and tied upon disposal. Do not empty trash cans with unbagged waste directly into the outside can. Garbage should be taken to the road weekly for waste removal. The regular trash removal day is Friday but is subject to change for holidays. See your City of Lafayette bill for your waste removal schedule.

Gardening (Plants/Flowers). Planting flowers or small shrubs/plants must be pre-approved by management. There is a limit on quantity and size to maintain the landscaping on the property. Management reserves the right to monitor décor and appearance of the complex. Each family is responsible for their own yard. You must keep it free of litters. The Lafayette Housing Authority charges a lawn fee of \$10.00 fee for the months of May through September. If the lawn mower operator must get off the machine to remove an item that could be a hazard to the mower, the resident of the unit will be charged another fee.

Hanging Pictures. Use nail type hangers for hanging pictures. Sticker types leave adhesive on walls and are difficult to remove and frequently damage walls when removed.

Light Bulbs. Working bulbs are in your unit at move-in. Replacement of bulbs is your responsibility. Maintenance can do this for a fee. If bulbs burn out frequently, contact management for a service request.

Pest Control. Pest control is a joint responsibility. Do your part by keeping your apartment clean and promptly removing trash. Your apartment will be treated monthly. A schedule is provided.

Plumbing Issues. We recommend you keep a plunger available in your apartment. To help prevent toilet overflow, use the plunger if you notice slow drainage. NOTE: A clogged toilet WILL NOT overflow if you flush it only once. If the toilet appears to be clogged and the water is higher than normal, use the plunger. DO NOT flush it again.

Reporting Natural Gas Leaks. A distinctive “rotten egg” odor has been added to natural gas to make it detectable. If you smell a gas odor inside your apartment or anywhere outside, leave your apartment and contact the office immediately by calling 615-666-2140, during our regular business hours. If you smell gas during any time the office is closed, leave your apartment, and call our emergency Maintenance number immediately: 615-561-2328.

If you are inside your apartment:

- Do not turn any electrical switches on or off.
- Do not ring doorbells or use telephones. Leave your apartment to call us.
- Do not open windows.
- Leave the apartment until the issue is resolved.

Reporting Suspicious Activity. Working as partners with police, all residents have a responsibility to report any suspicious behavior or criminal activity by calling 615-666-4725. Never attempt to apprehend a person committing a crime or to investigate suspicious activity. Leave confrontations with the police. They are trained to handle unusual situations.

Resident Emergency Guide. A Resident Emergency Guide has been provided to help you prepare, in advance, for emergency situations. Please review it carefully and implement as many of the preparatory actions as possible.

Resident Services & Organizations. Services designed to help residents experience a better quality of life are available. These services include but are not limited to the following activities:

- **Employment.** Job training and counseling, job placement assistance, vocational college courses.
- **Social Services.** Food, clothing, and furniture, parenting skills seminars, family and domestic counseling, temporary childcare assistance.
- **Residence Promoting a Better Community.** The resident council is an independent, organized group of residents who meet on a regular basis to promote and enhance the quality of life for all residents. Resident councils create change, address the needs of residence, plan resident activities, and discuss any matters brought before the council.

You can obtain information about any of the programs listed above from your complex manager.

Schools.

Pre-K
Lafayette Head Start
2703 Hwy 52
Lafayette, Tn 37083
615-666-4392

PreK-1
Fairlane Elementary
305 Fairlane Dr.
Lafayette, Tn 37083
615-666-2970

2nd -3rd
Central Elementary
905 Sycamore St.
Lafayette, Tn 37083
615-666-3265

4th -5th
LES
401 Meador Dr.
Lafayette, Tn 37083
615-666-8868

6th -8th
MCJHS
1003 Hwy 52
Lafayette, Tn 37083
615-666-7545

9th – 12th
MCHS
2550 Days Rd.
Lafayette, Tn 37083
615-666-4320

Pre-K -12th
Macon Christian Academy
707 Warrior Lane
Lafayette, Tn 37083
615-688-8131

Security. Residents and guests must cooperate with law enforcement officers and LHA staff. ID's must be provided if requested by any of these parties.

Smoke Detectors. Smoke and Carbon Monoxide detectors are required by law to be functional. If my smoke detector is not working properly, I must report it to the Authority. I must not disable the smoke or carbon monoxide detector. Tampering with smoke or carbon monoxide detectors is a threat to the safety of residents. **There will be a \$20.00 charge imposed the first time a smoke detector is disabled. Eviction will result from a second occurrence.**

Work Orders. If you need to request routine maintenance services for your apartment, there are a couple ways this can be done.

1. Call the office during regular business hours. The phone number is listed on the front of this booklet.
2. Submit your request in writing through the mail drop slot on the office door.

If you have an emergency maintenance need after business hours, call 615-561-2328. Emergencies are defined as situations that pose an immediate threat to life, health, safety, or property.

Rules on House Guest. Residents who have guests are required to comply with the following rules. Failure to comply with any of these rules is a lease violation and may result in termination of your lease. Guest registration. Residents must inform Management in writing of the name, address, and proposed length of stay of all guests who stay overnight in your unit more than three (3) times in a thirty-day (30) period.

Residents responsible for guests. Residents are responsible for the conduct of their guests. If a guest creates any nuisance or otherwise disturbs other residents of the Lafayette Housing Authority, he or she will be required to leave the site immediately. Residents are also responsible for any damage to the unit, common areas, or other Lafayette Housing Authority's property caused by their guests. Proof of residence. If management suspects that a guest has moved into a resident's unit, management has the right to demand proof that the guest doesn't live at the site. Acceptable proof includes leases, current utility bills, pay stubs, bank statements, car registration, mortgage coupon, or house deeds. The following proof will not be accepted: driver's license, phone book listing, tax returns, or any other documents that may contain out-of-date information. Limits of stays. No guest may stay overnight at the site more than fourteen (14) days in a year (365 days). To stay longer, the guest must apply and qualify for residence at the Lafayette Housing Authority. If a guest who applies for residence meets the housing authority's eligibility and selection criteria, the household must re-certify with the guest as a new member of the household. The guest will then be considered a member of the household, and the rent will be adjusted accordingly.

Lafayette Housing Authority Safety Rules for Residents.

1. The cooking range must be kept free of grease. This includes the stove top, oven, vent hood and filter.
2. When cooking with grease, an adult should stay within proximity of the stove.
3. Smoking in the units is prohibited. You must be 25 feet away from the buildings.
4. Gasoline operated equipment and all flammable liquids must not be kept in the units.
5. All your electrical appliances should be checked periodically to assure that none are used with worn or defective cords. They should all have U.L. (Underwriters Laboratories) labels.
6. All Electrical switches, plugs, or wiring found to be defective within the unit must be reported to the office immediately. This includes covers that are cracked or broken.
7. Before leaving your unit, make sure that all electrical appliances, such as a toaster, heaters, etc., are unplugged except for the refrigerator. Always double check your stove and oven to make sure they are turned off.
8. Do not use extension cords on a permanent basis and do not overload the wall outlets with too many appliances. This is a fire hazard.
9. Candles should only be burned while contained in a safe container. They should never be burned while the family is away or asleep.
10. Never leave your Christmas tree or Christmas decoration lights on while away or asleep.
11. Do not store things in your furnace or hot water heater closet should you find them to be unlocked. This is a fire hazard.
12. Do not allow your child to play with matches or lighters inside the units or on the premises.
13. No BB guns are allowed on this property whatsoever. This rule applies to all tenants and any visitors.
14. Any Firearms that you own must be kept out of the reach of children and locked up if possible.
15. The unit must be always kept clean, neat and safe. You must not fill your unit with clutter. This could be a fire hazard.
16. Do not attempt to put out an electrical or grease fire with water. Grease fires may be smothered by a damp towel, baking soda, or flour.

Lafayette Housing Authority Smoke-Free Housing Policy

Revision #3 Adopted 3/28/2023.

The Department of Housing and Urban Development (HUD) has implemented a ruling that requires all Public Housing Authorities (PHA) to administer a public housing program to implement a smoke-free policy. The rule specifically requires each PHA to implement a policy prohibiting lit tobacco products and all smoking in any interior common areas, including but not limited to community rooms, community bathrooms, lobbies, reception areas, hallways, electrical rooms and closets, storage rooms, offices and within all living units in public housing and PHA administration office buildings, maintenance shops and vehicles. (In brief a smoke-free policy for ALL public housing indoor areas.) LHA is also prohibiting electronic nicotine delivery systems (ENDS) and is including it in this policy's definition of Smoking. This policy extends to all outdoor areas up to twenty-five (25) feet from any type of housing, (doors/entrances, windows, and porches) and administrative office buildings and maintenance facilities.

HUD is requiring implementation of smoke-free public housing to improve indoor air quality in housing, to benefit the health of public housing tenants and public housing staff, reduce the risk of catastrophic fires, and lower overall maintenance cost. This policy applies to all tenants, tenant's families, tenant's guest, visitors, contractors, service personnel, and employees.

Purpose of Policy

1. To mitigate the irritation and known health effects of secondhand smoke. Smoking or exposure to secondhand smoke (sometimes called environmental tobacco smoke, (ETS), causes premature death from respiratory disease, cancer, or heart disease. Smoking is the number one cause of preventable disease in the United States.
2. According to the EPA, secondhand smoke, (ETS), causes disease and premature death in children and adults who do not smoke. People with chronic diseases such as asthma or cardiovascular disease are particularly vulnerable to the effects of secondhand smoke (ETS). Secondhand smoke, (ETS), lingers in the air for hours after cigarettes have been extinguished and can migrate between apartments in multifamily buildings.
3. To allow all administrative and maintenance staff the opportunity to perform their job duties in an environment that is smoke-free.
4. Minimize the maintenance, cleaning, painting, and redecorating costs associated with smoking.
5. Decrease the risk of smoking-related fires to property and personal safety. Fires started by lighted tobacco products, principally cigarettes, constitute the leading cause of residential fire deaths.

Definitions

- Public Housing – defined as low-income housing, and all necessary appurtenances (e.g., community facilities, public housing offices, day care centers) thereto, assisted under the U. S. Housing Act of 1937 (the 1937 Act), other than assistance under Section 8 of the 1937 Act.
- Development/Property – All Public Housing developments and properties are included in this policy and all related administrative offices and maintenance facilities.
- Smoking – means igniting, inhaling, exhaling, breathing, or carrying or possessing any lit cigar, cigarette, pipe, water pipe-referred to as hookahs or other tobacco product or similar lighted product in any manner or in any form or any other device containing tobacco, marijuana or other legal or illegal substances that burn. This definition also includes electronic nicotine delivery systems (ENDS) including electronic cigarettes (e-cigarettes).

- **Electronic Cigarette** – the term “Electronic Cigarette” means any electronic device that provides a vapor of liquid nicotine and/or other substances to the user as she or he simulates smoking. The term shall include such devices whether they are manufactured or referred to as e-cigarettes, e-cigars, e-pipes or under any product name.

- **Indoor Areas** – defined as living units/ apartments. Indoor common areas, electrical rooms, closets, storage rooms, community rooms, bathrooms, lobbies, hallways, offices and all public housing administrative offices/buildings, maintenance facilities and vehicles.

- **Individual Apartment/Units** – the interior and exterior spaces tied to a particular apartment/unit. This includes, but is not limited to, bedrooms, hallways, kitchens, bathrooms, front and rear porches.

- **Common Areas** – all areas open to all tenants, tenant’s families, guests, visitors, contractors, service personnel, employees, and members of the public.

Tenant’s Responsibilities and Lease Violations

1. Smoking is prohibited within twenty-five (25) feet of all buildings, doors/entrances, windows, porches, administrative offices, and maintenance facilities.

2. Tenants are responsible for the actions of their household, guests, and visitors. Any tenant including the members of their household, guest, or visitors will be considered in violation of the lease if found smoking within twenty-five (25) feet of any Lafayette Housing Authority (LHA) owned buildings, apartments, houses or in any place that is designated as a non-smoking area.

3. Any deviation from the Smoke Free Housing Policy by any tenant, a member of their household, or their guest or visitor will be considered a lease violation. A cleaning charge of a minimum of \$250.00 will be assessed at move out or before if LHA’s staff must go in and clean the apartment to rid it of the smell of cigarettes.

4. Determining tenant violation of no smoking policy. Examples of violations include, but are not limited to:

- a. Staff witnesses a tenant, tenant’s guest, family member, or service provider smoking in non-smoking areas under tenant’s control.

- b. Staff witnesses a lighted smoking product in an ashtray or other receptacle in non-smoking areas under the tenant’s control.

- c. Damages to the interior of the property (i.e., carpets, countertops) that are the result of burns caused by smoking products.

- d. Evidence of smoking in a unit includes but is not limited to cigarette or other smoking product smells, smoke clogged filters, ashes, smoke film including smoke damage to walls.

- e. Repeated reports to staff of violations of this policy by third parties.

5. Tenant is to promote the No-Smoking Policy and to alert LHA of Violations. The tenant shall inform Tenant’s guests of the no-smoking policy. Further, the tenant shall promptly give LHA a written statement of any incident where tobacco smoke or other forms of prohibited smoke is migrating into the Tenant’s unit from sources outside the Tenant’s apartment unit.

6. LHA will promote the No-Smoking Policy by placing signs in common areas and various areas around the development. Enforcement The enforcement steps are as follows:

1. First Violation: Tenant shall receive a verbal warning; such warning will be documented in the Tenant file and a copy of the policy will be sent to the Tenant.
2. Second Violation: Tenant shall receive a written warning and a copy of the policy will be mailed to the Tenant.
3. Third Warning: Tenant shall be considered in default under the terms of the residential lease agreement and eviction proceedings will begin.

Adoption of Policy by Tenant

All tenants presently living in the Lafayette Housing Authority units and any new tenants moving in will be given a copy of the No-Smoking Policy and will be required to sign the Smoke Free Housing Lease Addendum. A copy will be retained in the tenant file. Any existing tenant who refuses to execute the Lease Addendum in a timely manner prior to the date of going Smoke Free will receive a written warning and if still refuse to sign then eviction proceedings will be initiated. All current tenants who smoke will be provided with information/resources about cessation programs upon their request.

Disclaimers

1. The Smoke Free Housing Policy does not mean that tenants and/or employees will have to quit smoking to live and/or work at the Murfreesboro Housing Authority developments and offices or drive its vehicles.
2. Lafayette Housing Authority is not a Guarantor of a Smoke Free Environment. The adoption of the Smoke Free Housing Policy does not make the Lafayette Housing Authority or any of its Board of Commissioners, officers, employees, or agents the guarantor of the tenant's health or of the smoke free condition of the non-smoking portions of the developments. LHA will take reasonable steps to enforce the Smoke Free Housing Policy; however, LHA is not required to take steps in response to smoking unless the LHA staff has actual knowledge of the smoking and the identity of the responsible tenant.
3. Tenant acknowledges that the LHA's adoption of a no-smoking policy and the efforts to designate the rental units as no-smoking do not in any way change the standard of care that the LHA or managing agent would have to a tenant household to render buildings and premises designated as no-smoking any safer, more habitable, or improved in terms of air quality standards than any other rental premises. LHA specifically disclaims any implied or express warranties that the building, common areas, or tenant's premises will have higher or improved air quality standards than any other rental property. LHA cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke.
4. Tenant acknowledges that LHA's ability to police, monitor, or enforce the agreements of this No-Smoking Policy is dependent in significant part on voluntary compliance by Tenant and Tenant's guest.
5. LHA shall take reasonable steps to enforce the no-smoking policy. LHA is not required to take steps in response to smoking unless LHA knows of said smoking or has been given written notice of said smoking.
6. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that LHA does not assume any higher duty of care to enforce this No-Smoking Policy than any other LHA's obligation under the Lease.
7. Although LHA has adopted a Smoke Free Housing Policy, it cannot guarantee that smoking will never happen.
8. In apartments that used to allow smoking, the effects of that smoking may still linger.

Lafayette Housing Authority

Pet Policy – 2022

1. Exclusions

This policy does not apply to animals that are used to assist people with disabilities. assistive animals are allowed in all public housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors.

2. Pets in Public Housing

The Lafayette Housing Authority allows for pet ownership in its developments with the written pre-approval of the Housing Authority. Residents are responsible for any damage caused by their pets, including the cost of fumigating or cleaning their units. In exchange for this right, the resident assumes full responsibility and liability for the pet and agrees to hold the Lafayette Housing Authority harmless from any claims caused by an action or inaction of the pet.

3. Approval

Residents must have prior written approval of the Housing Authority before moving a pet into their unit. Residents must request approval on the Authorization for Pet Ownership Form that must be fully completed before the Housing Authority will approve a request. Residents must give the Housing Authority a picture of the pet so it can be identified if it is running loose.

4. Type and Number of Pets

The Lafayette Housing Authority will allow only common household pets. This means only domesticated animals such as a dog, cat, bird, rodent (including a rabbit), fish in aquariums or a turtle will be allowed in the unit. Common household pets do not include reptiles (except turtles). If this definition conflicts with a state or local law or regulation, the state or local law or regulation shall govern.

All dogs and cats must be spayed or neutered before they become six months old. A licensed veterinarian must verify this fact.

Two pets are allowed however a pet deposit and pet fee must be paid on both pets.

Any animal deemed to be potentially harmful to the health or safety of others, including attack or fight trained dogs, are not allowed.

A dog or cat cannot be larger than 20 inches tall nor weigh more than 40 pounds when full grown

5. Inoculations

To be registered, pets must be appropriately inoculated against rabies, distemper and other conditions prescribed by state and/or 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 a licensed veterinarian or state, or local official shall be annually filed with the Lafayette Housing Authority to attest to the inoculations.

6. Pet Deposits and Fees.

1. A pet deposit of \$150.00 per animal is required at the time of registering a pet. The deposit is refundable when the pet or the family vacates the unit, less any amounts owed due to damage beyond normal wear and tear.
2. A non-refundable pet fee of \$150.00 per pet will be charged and can be paid at a monthly rate of \$10.00 per month per pet.

7. Financial Obligation of Residents

Any resident who owns or keeps a pet in their dwelling unit will be required to pay for any damage 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 the Lafayette Housing Authority reserves the right to exterminate and charge the resident.

8. Nuisance or Threat to Health and Safety

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.

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

Pets who 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.

9. Designation of Pet Areas

1. Pets must always be kept in the owner's unit or on a leash when outside the unit (no indoor cages may be constructed).
2. Dogs must be muzzled any time the dog is out of the unit.
3. Pets will be allowed only in designated areas on the ground of the property if the Lafayette Housing Authority designates a pet area for the site.
4. Pet owners must immediately clean up after their pets and are responsible for disposing of pet waste in a proper manner. Plastic bags must be used.
5. Pets cannot be tied outside or left unattended for any period of time.
6. Except for Assistive animals, no pets shall be allowed in the community room, community room kitchen, or office in any of our sites.
- 7.

10. Miscellaneous Rules

1. Pets may not be left unattended in a dwelling unit for over 24 hours. If the pet is left unattended and no arrangements have been made for its care, the Housing Authority will have the right to enter the premises and take the uncared-for pet to be boarded at a local animal care facility at the total expense of the resident.
2. Residents must take appropriate actions to protect their pets from fleas and ticks.
3. All dogs must wear a tag bearing the resident's name and phone number and the date of the latest rabies inoculation.

4. Pets cannot be kept, bred, or used for any commercial purpose.
5. 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 an appropriate manner.
6. A pet owner shall physically control or confine his/her pet during the times when Housing Authority employees, agents of the Housing Authority, or others must enter the pet owner's apartment to conduct business, provide services, or enforce lease terms etc. If you cannot or will not physically restrain and/or control your pet, you must put the pet in a kennel to confine it. You cannot confine the pet to any one room of the unit as we must have access to all rooms to do a proper inspection.
7. If a pet causes harm to any person, the pet's owner shall be required to permanently remove the pet from the Housing Authority's property within 24 hours of written notice from the Housing Authority. The pet owner may also be subject to termination of his/her dwelling lease.

11. Visiting Pets

Pets that meet the size and type criteria outlined above may visit a unit for up to two weeks with Lafayette Housing Authority 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

12. Removal of Pets

The Lafayette Housing Authority, or an appropriate community authority, shall require the removal of any pet from a 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 the 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 could prevent the pet owner from properly caring for the pet, the Lafayette Housing Authority has permission to call the emergency caregiver 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.

Repeated violations of the pet lease may result in the owner having to remove the pet from the premises.

13. Fines

A \$25.00 (per occurrence) fine will be assessed to the pet owner for violations of the pet lease. Repeated violations of the pet lease may result in the owner having to remove the pet from the premises.

REQUEST FOR PET

I, _____, am requesting to add a pet to my lease.

I have read and understand the Pet Policy and agree to abide by all terms.

Type of Pet: Dog/Cat/Bird/Rodent/Fish/Turtle

Description of Pet

Resident

Date

Approved by

COMMUNITY SERVICE – WORK REQUIREMENTS

The Quality Housing and Work Responsibility Act of 1998 requires that nonexempt residents of public housing perform community service. To be eligible for continued occupancy, each adult family member must contribute eight hours of community service per month or participate in an economic self-sufficiency program, or a combination of the two for eight hours per month, unless they are exempt from the requirement.

Eligible activities for completion of your Community Service Requirement will include eight hours per month contributed to any of the following activities or organizations:

1. Resident Organizations
2. Neighborhood Patrols
3. Participation in Adult Education Programs
4. Food Program
5. Youth Activities (sponsored through the local community centers)
6. Participation in any approved job-training program (JTPA or other State Program)
7. Senior Citizens Center (meals on wheels) 666-3377
8. Adult Learning Center
9. Participation in Community Action Councils or Committees (Drug Task Force)
10. Participation in AA or other substance abuse programs
11. Service to elderly residents living at the Housing Authority
12. Any of the area schools.

If you are participating in a program that is not listed, contact the Housing Authority office with the name of the program in which you are participating. This list is not meant to be all inclusive and other programs may be added, as we become aware of them.

You will be required to bring in verification of hours completed each month. The administrator of the program in which you are participating must sign your verification of hours worked. The Housing Authority will maintain a time sheet on each Resident that is required to do community service and will track the hours completed. You may complete more than eight hours in one month toward your total of 96 hours per year, therefore, completing your requirement earlier than the twelve months allowed. You must only have eight hours for each month in which you do not qualify for an exemption. Exemption request forms are available at the Housing Authority business office.

Anyone who does not complete the required hours in a calendar year will not be eligible for continued assistance from the Housing Authority, and their lease will be terminated. Residents who have completed their required hours shall have their lease automatically renewed, unless terminated for another good cause.

July 1, 2003

Dear Resident,

Effective July 31, 2003, Federal housing law requires all adult residents (18 years or older) of Public Housing developments, unless exempt, to perform 8 hours of community service each month, or participate in an economic self-sufficiency program for 8 hours each month. This letter notifies you of the Community Service requirement and advises you how to comply with this requirement. If you fail to meet this requirement, Federal law requires that the Housing Authority terminate your lease.

Community Service is defined in the law as “the performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self –sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities.”

You are exempt from the Community Service requirement if you fall into one of the following categories:

1. You are 62 years or older on or after July 31, 2003, or
2. You are working more than 30 hours per week on a permanent basis, or
3. You are blind or disabled and you can certify to the Housing Authority that because of this disability you are unable to comply with the Community Service requirement, or
4. You are the primary caretaker of a blind or disabled individual who is unable to perform Community Service, or
5. Your family receives assistance under a state welfare program.

If you believe that you fall into one of the exempt categories, you must contact the housing office and schedule an appointment to document your claim for the exemption. If you fail to schedule the appointment, we will assume that you are not exempt, and you must comply with the Community Service requirement. You must make this certification before July 31, 2003.

If you are not exempt from the Community Service requirement, you must start to perform 8 hours of community service or other qualifying self-sufficiency activities each month beginning on August 1, 2003. If you fail to comply with this requirement, the housing authority will terminate your lease.

Time sheets and a list of places where you may perform Community Service may be picked up at the office.

If you received a letter about this last week, please disregard it and substitute this one instead.

If you have any questions, please call the office.

COMMUNITY SERVICE – EXEMPTION REQUEST

All adults (over 18) members of resident families are required to perform eight hours of community service each month, unless they qualify for exempt status with the Housing Authority. To qualify for an exemption, each adult family member must complete and return an exemption request, along with proper documentation, to verify that they are exempt from the community service requirement.

Exempt individuals are those who meet one or more of the following criteria. An adult who:

1. Is 62 years of age or older – **Verification: Birth Certificate**
2. Is a blind or disabled individual, as defined under the Social Security Act, and who certifies that because of this disability he or she is unable to comply with the community service requirements – **Verification: Social Security or SSI award letter**
3. Can provide documentation from a licensed physician that they have a disabling condition, which would prevent them from completing the community service requirement – **Verification: Letter from Physician**
4. Is a family member who is primary caregiver for someone who is blind and disabled as set forth above – **Verification: Award letter from affected person**
5. Is a family member who is employed, wither full-time or part-time – **Verification: Check stubs or Income Verification form**
6. Is a full-time student (in high school or college with 12 credit hours or more) – **Verification: Enrollment Form**
7. Is a family member who is exempt from work activity under Part A of Title IV of the Social Security Act or under any other State welfare program – **Verification: Letter or notice from DHS**
8. Is a family member receiving assistance, benefits or services under a state program funded under Part A of Title IV of the Social Security Act or under any other State welfare program, and who is in compliance with that program – **Verification: Families First PRP or benefit letter**

To qualify for the exemption, you must turn in verification of your exemption with your request form. All new residents are exempt for the partial month when they first move in, after which an exemption must be requested if one is desired. If an exemption is not requested, it will be assumed that you do not desire one and you will be required to perform the required community service hours. Please fill in the required information below.

I do hereby request an exemption from performing my eight hours of community service each month, because I qualify for one of the exemptions listed above.

Name

Address

COMMUNITY SERVICE – INDIVIDUAL TIME SHEET

Name: _____ Move-in Date: _____

Address: _____ Start Month: _____

Month	Hours Required	Hours Comp	Organization	Location	Phone Number
January					
February					
March					
April					
May					
June					
July					
August					
September					
October					
November					
December					
TOTAL					

Annual Requirements Completed Yes No

Certified by _____

Phone Number _____

Disclosure of information on Lead Base Paint and or Lead base Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre 1978 housing, lessors must disclose known lead base paint and known lead base paint hazards in dwellings. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor’s Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint or lead-based paint hazards are present in the housing.
(explain)

(ii) _____ Lessor has no knowledge of lead-based paint and /or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii):

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead based paint and /or lead-based paint hazards in the housing. (See document list below)

- 1. Lead Base Paint Pamphlet
- 2. Lead Base Paint Inspection Report

(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-base hazards in housing

Lessee’s Acknowledgment

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*

Agent’s Acknowledgment

(e) _____ Agent has informed the lessor of the lessor’s obligations under 42 U.S.C 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____	_____	_____	_____
Lessor	Date	Lessee	Date
_____	_____	_____	_____
Lessee	Date	Lessee	Date

COMMUNITY POLICIES ADDENDUM

I acknowledge receipt of a copy of the Resident Handbook, which contains Community Policies and General Information that became a part of the Lease contract. The policies set forth in this handbook are additions to the rules and policies outlined in your Apartment Lease contract and are binding on all residents, occupants, and guests. A reasonable change to these rules may be made as provided in your Lease contract.

Resident Signature

Date

Resident Signature

Date

Resident Signature

Date

Resident Signature

Date