

**MIAMI-DADE HOUSING AGENCY**

**COMMUNITY POLICIES**

**Effective October 1, 2003**

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## COMMUNITY POLICIES

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# **MIAMI-DADE HOUSING AGENCY**

## **COMMUNITY POLICIES**

This community was developed for the purpose of providing decent, safe, public-assisted rental housing. In exchange for rental payments, each resident is entitled to the exclusive use and enjoyment of his/her unit in a peaceful, quiet and community-oriented environment. Rules and regulations are not meant to infringe on the rights of any one resident, but rather to protect the rights of all the residents, MDHA and the community as a whole. Residents who do not comply with the rules and regulations of this Community Policies document which are incorporated by reference in the Conventional Public Housing Dwelling Lease of the Miami-Dade Housing Agency will be notified in writing of the noncompliance or violation(s). Noncompliance with, or violation(s) of the rules and regulations by a resident will be grounds for the termination of the lease agreement as allowed by law.

MDHA reserves the right to amend or supplement the Rules and Regulations contained herein upon service of reasonable notice to the residents.

All City, County, State and Federal Laws apply to each resident and his/her guest of this community.

### **I. MOVE-IN/MOVE-OUT**

Moving into or moving out of the housing unit must be accomplished between the hours of 8:00 A.M. and 5:00 P.M. to minimize disturbance of residents. Vehicles must remain in the parking area and are not permitted on the lawns, walkways, or other access areas during the moving process.

### **II. RESIDENT ORIENTATION**

It is important that residents clearly understand MDHA rules and regulations thus the following residents are required to attend Resident Orientation Training within the first forty-five (45) days of residency:

- A. All new residents
- B. Transfer residents
- C. Current residents who exhibit housekeeping difficulties as determined by unit inspections.
- D. Refusal to participate in or unsuccessful completion of the training program will result in a fine and/or lease termination.

### III. PET OWNERSHIP AND ASSISTIVE ANIMAL POLICIES

THE PET OWNERSHIP AND ASSISTIVE ANIMAL POLICIES FOR THIS COMMUNITY ARE AS FOLLOWS:

#### PET OWNERSHIP POLICY

- A. **PET OWNERSHIP IS PERMITTED** to residents of public housing subject to compliance under this Policy. A pet may be disallowed to a pet owner for failure to comply with the Pet Policy.
- B. **A RESIDENT OR PROSPECTIVE RESIDENT MUST OBTAIN WRITTEN PERMISSION** from the site manager before keeping any pet on or about the premises. The prospective pet owner may only obtain written permission for a pet by meeting all the applicable Lease Agreement and Pet Policy requirements and by participating in the mandatory pet registration. The pet owner must register his or her pet according to all requirements of the Policy before bringing the pet onto the project premises. Pet owners must comply with all terms of the Lease Agreement and the Policy.
- C. **THE ONLY ANIMALS ALLOWED AS PETS** are common household pets. MDHA will not register an animal that is not a common household pet. The definition of a common household pet is "A domesticated animal, such as a dog, cat, bird, rodent (including a rabbit), fish, or turtle, that is traditionally kept in the home for pleasure rather than for commercial purposes." This definition does not include any reptiles other than turtles. The list of animals not allowed as pets also includes (but is not limited to) raccoons, snakes, monkeys and pigeons. Any animals that are determined to constitute a nuisance or a threat to the health or safety of other residents, visitors, Department employees and/or any other persons on or about the premises are prohibited.
- D. All owners of a dog or cat shall pay an additional \$100 pet deposit to cover possible damages that the pet might cause in the development. The resident shall receive a refund of the unused portion of the pet deposit when the resident no longer owns a pet, or when he/she vacates the unit. MDHA may offer residents a payment plan for the pet deposit of \$50.00 up front and \$50 payable the following month.
- E. Pet ownership may be revoked at any time subject to the MDHA grievance procedure, if the animal becomes destructive, a nuisance or safety hazard to other residents, or if the resident/owner fails to comply with the following rules:
  - 1. The number of four legged, warm-blooded pets are limited to one such pet in each dwelling unit.
  - 2. The weight of any pet is not to exceed twenty (20) pounds at the age of maturity.
  - 3. The designated area for walking pets and waste elimination will be determined at each site individually.
  - 4. Every resident owning a pet must abide by Miami-Dade County Animal Control ordinances pertaining to inoculations, licenses, and leash laws. Proof of such compliance must be shown when the pet is first registered and at annual re-examinations.

5. All cats and dogs must be spayed or neutered. Certification of the applicable operation must be submitted during initial registration.
6. Animals that are exotic, unusual or different from normal household pets, such as monkeys, raccoons, snakes, pigeons, etc., or which are determined to constitute a nuisance to the health or safety of other residents and/or Department employees, are prohibited.
7. No pet may be kept in violation of state humane or health laws, or local ordinances. (Pit bulls are not permitted as pets unless in compliance with Miami-Dade County ordinance).
8. Dogs and cats shall remain inside the resident's unit unless they are on a leash and directly controlled by the owner. Birds, rabbits, and/or guinea pigs, etc. must be confined to a cage at all times.
9. Residents are responsible for cleaning up after their pets. All animals must be fed on the resident's property or in the apartment.
10. Residents shall take adequate precautions to eliminate any pet odors within or around their unit and maintain the unit in a sanitary condition at all times. Residents are to provide for proper pet maintenance and disposal of waste.
11. The resident shall not permit any disturbance by his/her pet which would interfere with the peaceful enjoyment of other residents, whether by loud barking, howling, biting, scratching, chirping, or any other such activities.
12. Dogs and cats shall not interfere with the delivery of management, maintenance, postal, utility or resident services.
13. If pets are left unattended for twenty-four (24) hours or more, MDHA may enter to remove the pet and transfer it to the proper authorities. MDHA accepts no responsibility for the pet under such circumstances. Residents are to identify an alternative custodian for their pet in the event of illness or other absence from the unit.
14. Residents are responsible for all damages, including costs of fumigation, caused by their pets. Owners are also responsible for any personal injuries attributable to the pet. Owners of dogs and cats will be assessed a maintenance charge for each occasion that the maintenance staff needs to clean up after the pet.

F. All residents who own pets will abide by the above stipulated guidelines and will sign a copy of the provision governing ownership and care of pets. Residents who violate these rules are subject to:

1. Being required to get rid of the pet within seven (7) days notice by MDHA, unless the pet creates an immediate threat to health and safety of the general public, in which case the pet must be immediately removed by the resident or proper local authorities.
2. Eviction.

#### ASSISTIVE ANIMAL POLICY

A. **ASSISTIVE ANIMALS ARE NOT CONSIDERED PETS.** They are to be used to give assistance to persons with disabilities (a physical or mental impairment that substantially limits one or more major life activities, a record of such impairment, or being regarded as having such impairment) and are necessary as a reasonable accommodation. Assistive animals are also referred to as service animals, support animals or therapeutic animals.

An assistive animal may be disallowed to an assistive animal owner for failure to comply with the assistive animal policy.

- B. **A RESIDENT, OR PROSPECTIVE RESIDENT, MUST OBTAIN WRITTEN PERMISSION** from the site manager before keeping any assistive animal on or about the premises. Written permission shall not be unreasonably denied. The assistive animal owner must register his or her assistive animal according to all requirements of the Policy before bringing the assistive animal onto the project premises. Assistive animal owners must comply with all terms of the Lease Agreement and the Policy.
- C. Owners of assistive animals are not required to pay a pet deposit described herein. Notwithstanding this exception from having to pay a deposit does not exclude the assistive animal owner from liability for any damages caused to the premises by such assistive animal.
- D. Any assistive animals that are determined to constitute a nuisance or a threat to the health or safety of other persons on or about the premises are prohibited.
- E. MDHA will only allow a resident's or prospective resident's assistive animal to reside in the resident's unit if:
  - a) A qualified health professional certifies in writing that the resident or a member of his or her family is a person with a disability;
  - b) a qualified, health care professional certifies in writing that the animal is needed to assist with the disability;
  - c) the requested animal actually assists the person with a disability;
  - d) the resident or prospective resident delivers true and accurate copies of the certifications referred to in Sections E(a) and E(b) to the site manager; and
  - e) the site manager provides written approval to the resident or prospective resident indicating that the requested animal is acceptable as an assistive animal according to the rules set forth in this section.
- F. Assistive animal ownership may be revoked at any time subject to the MDHA grievance procedure, if the assistive animal becomes destructive, a nuisance or safety hazard to other residents, or if the resident/owner fails to comply with the following rules:
  - 1. The assistive animal owner must use the designated area for walking assistive animals and waste elimination that is determined at each site individually.
  - 2. Every resident owning an assistive animal must abide by Miami-Dade County Animal Control ordinances pertaining to inoculations, licenses and leash laws. Proof of such compliance must be shown when the animal is first registered and at annual re-examinations.
  - 3. No assistive animal may be kept in violation of state humane or health laws, or local ordinances. Pit bulls are not permitted as assistive animals unless in compliance with Miami-Dade County Ordinance.
  - 4. Dogs and cats that are assistive animals shall remain inside the resident's unit unless they are on a leash and directly controlled by the animal's owner. Birds, rabbits, and/or guinea pigs, etc. must be confined to a cage at all times.
  - 5. Residents are responsible for cleaning up after their assistive animals. All assistive animals must be fed on the resident's property or in the apartment.

6. Owners of assistive animals must care for their animals in such a way as to ensure that their premises are maintained in a clean and sanitary condition.
  7. Owners of assistive animals must control their animals in such a way as to ensure that their animals do not interfere with their neighbors' rights to enjoy their premises in a safe and peaceful manner. The assistive animals must not be a nuisance or threat to the safety of other residents, visitors, MDHA employees and/or any other persons on or about the premises are prohibited.
  8. Assistive animals shall not interfere with the delivery of management, maintenance, postal, utility or resident services.
  9. If an assistive animal is left unattended for twenty-four (24) hours or more, MDHA may enter to remove the animal and transfer it to the proper authorities. MDHA accepts no responsibility for the animal under such circumstances. Residents are to identify an alternative custodian for their assistive animals in the event of illness or other absence from the unit.
- G. MDHA will consider a waiver to any of the provisions of the Assistive Animals section of this Policy regarding assistive animals on a case-by-case basis, should any of the provisions of the Policy conflict with a resident's bona fide right to an assistive animal where such animal is necessary to a resident as a reasonable accommodation.
- H. All residents who own assistive animals will abide by the above-mentioned guidelines and will sign a copy of the provision governing ownership and care of the assistive animal. Residents who violate these rules are subject to:
1. Being required to get rid of the assistive animal within seven (7) days notice by MDHA, unless the assistive animal creates an immediate threat to health and safety of the general public, in which case the assistive animal must be immediately removed by the resident or proper local authorities.
  2. Eviction.

#### IV. **VEHICLES**

All motorized vehicles parked on the development community property must comply with the following community rules:

- A. All resident's motorized vehicle(s) parked at the development community must be registered with the site management office staff. Vehicles not registered with management may be towed at the owner's expense in accordance with Florida State Law.
- B. Any vehicle(s) within the boundaries of the property found to be in an inoperable condition or illegal to operate will be towed at the owner's expense. Inoperable condition includes, but is not limited to: flat or missing tire(s) mechanical problem(s), (i.e. motor will not start, drive train problem, no brakes), or damage from a collision. Illegal to operate includes, but is not limited to, a broken windshield or head lamp, no current registration, no current emission approval, or no current license tags.
- C. The storage of resident/non-resident vehicle(s) is strictly prohibited. If not immediately removed, the vehicle(s) will be towed at the owner's expense.

- D. All vehicles are to be maintained with legal license plates, vehicle registration approved emission test, and insurance as is required by Florida State Law.
- E. **Washing vehicle(s) with water provided by the development community is strictly prohibited.** Violation of this rule will result in a \$15.00 charge to be assessed against the resident for each violation of this rule. The charge must be paid in full within two (2) weeks of written notice of this charge. Residents will be charged \$20.00 for allowing any violation of this rule by any guest.
- F. **The repair of vehicles on the development community property is strictly prohibited.** Any vehicle deemed under repair and inoperable by management will be towed from the property after serving proper notice to the owner. Battery assisted starting of vehicles and changing flat tires is permitted provided the vehicle is not left unattended on any type of jack, jack stand, or block at any time.
- G. Vehicles with a fluid leak (oil, transmission fluid, radiator, etc.) will not be parked within the physical boundaries of the property at any time. Any vehicle with a fluid leak will be removed from the property immediately upon written notification from management. The vehicle will not be allowed to be parked at the development unit until proof of repair of the fluid leak is provided to the site management staff. The resident(s) on the Lease will be responsible for any cleaning and/or damages to the parking lot surface. The resident(s) on the Lease will reimburse the development community for all costs within two (2) weeks of receipt of written notice of all charges.
- H. All motorcycles, mini-bikes, and any other type of recreational vehicle are strictly prohibited from operation within the physical boundaries of the development. All motorcycles, mini-bikes, or any other type of recreational vehicle must be approved, in writing, by management prior to the vehicle being brought onto and/or stored within the development boundaries.
- I. Vehicles are to be parked in designated parking areas only. Any vehicles not properly parked within designated parking areas will be towed at the owner's expense. Any vehicle parked in a "NO PARKING" area, indicated by diagonal stripes or yellow or red painted curbs, will be towed at the owner's expense. Vehicles without proper handicapped tags parked in spaces designated for handicapped parking will also be towed at the owner's expense.
- J. Vehicles with loud mufflers or any other type of noisy mechanical attachment or defect will be removed from the property immediately upon receipt of written notification from management. The vehicle will not be returned to the property unit written proof of repairs to correct the problem(s) has been approved by site management staff.
- K. Due to the restricted number of parking spaces, parking in front of the development buildings is for residents only. Guests must park their vehicles in parking spaces away from the buildings or on the street near the curb. It is the resident's responsibility to inform guests where to park. **There are no assigned parking spaces, only on "first-come first-served" basis.**

- L. Management is not responsible for the safety or security of your vehicle(s) or your guest's vehicle(s).
- M. The parking or driving of commercial vehicles used by residents for work is prohibited within the boundaries of the property. All vehicles weighing more than 4,000 pounds are prohibited within the boundaries of the development except for the temporary delivery of goods or services to the property and/or residents.
- N. The driving, parking, and/or operation of any type of vehicle on the lawns is strictly prohibited. Vehicles may be operated on the driveways and parking lots only. Violations will result in corrective action deemed necessary by management and/or local police agencies. Vehicles in violation will be towed at the owner's expense.
- O. Large trucks, motor homes, boats and trailers, utility trailers, commercial vans and/or trucks, motorcycles, 4-wheelers, excavation equipment, or any commercial equipment is strictly prohibited from the development property.
- P. **Proper notice is considered properly served by posting written notice in an obvious location (front, back, or side window) on the vehicle.**
- Q. Towing service is provided to this development community by:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

V. **SPEED LIMITS**

- A. For the protection of all residents and their children, the speed limit within the development is **10 M.P.H.** All residents and/or his/her guests are required to comply with this speed limit. Violation may result in lease termination.

VI. **KEY(S) AND LOCK(S)**

- A. Keys are issued to all residents at the time of move-in. **Any alteration, addition, and/or replacement of a lock(s) is strictly prohibited.** Any locks installed by the resident will be removed by management and the resident charged for the expense.
- B. Should the lock require changing for any reason other than the lock's failure to operate correctly due to normal wear and tear, there will be a fee of \$45.00 per lock. This Lock Fee will be charged to the resident(s) in those cases which include, but are not limited to: 1) Abuse of the lock by a household member, guest, friend or relative; 2) failure of resident to notify management of required

lock repairs; 3) Other. Payment of the Lock Fee is due within two (2) weeks of receipt of written notice for the charge(s).

- C. When a resident requests a lock change to ensure his/her level of personal comfort, a Lock Change Fee of \$30.00 is payable, in advance, for each lock changed.
- D. Keys will be issued for household members only. Two (2) entry keys are provided per household at move-in time. One (1) key is issued per household (when applicable) for the laundry facility, mail box, and storage facility. Additional keys may be purchased at a cost of two (\$2) dollars each. The number of keys of each kind is not to exceed the number of persons in the household. Residents are not permitted to provide keys to relatives, friends, or guests without the express written consent of the site manager. In such a case, the resident will provide a written request to management relieving management of all liability in the issuance and usage of the requested key(s) to a relative, friend, or guest.
- E. The resident(s) on the Lease are responsible for the control of and return of all keys issued during his/her term of possession of the apartment. Failure to return all keys issued will result in a \$40.00 charge for each lock change as a result of the missing key(s).

## VII. LOCKOUTS

- A. Resident(s) on the Lease are responsible to provide access to his/her unit for all household members. Repeated requests for access to the apartment by household members will not be granted by management.
- B. **ALL AFTER HOUR LOCKOUTS WILL BE CHARGED.** There will be a \$30.00 Lockout Fee for any lockout occurring between the "closed" office hour which is \_\_\_\_\_ p.m. and \_\_\_\_\_ a.m. Monday through Friday. On all weekends and holidays, there is a \$40.00 Lockout Fee for any lockout occurring between the hours of 5:00 p.m. and the opening of the office the next business day. This Lockout Fee is due within two (2) weeks of written notice of the charge(s).

## VIII. CHILDREN

- A. All residents/parents/legal guardian(s) are responsible for the conduct of his/her children and the children of his/her guest/visitors. Residents/parents/legal guardian(s) are to execute proper supervision of their children at all times. Young children must be attended by a parent or adult guardian when playing outside. Failure of residents/parents/legal guardian(s) to exercise control of children whose activities result in a violation of the Lease Agreement or the Community Rules and Regulations will be considered in noncompliance with and violation of the Lease Agreement.
- B. Children's toys, personal items and other play things should not be left on the sidewalks, near stairways, or in common entries or hallways. For their own safety, children are not allowed to play or ride bicycles in the parking lots, streets, driveways, laundries, and/or stairways.

- C. Children's toys, personal items and other play things should not be left unattended or abandoned on the grounds. To other residents this is unsightly and detracts from their development community appearance. The unattended or abandoned toys, personal items and other play things present a potential safety hazard. Therefore, any abandoned or unattended toys, personal items or play things in any of the common areas will be disposed of as necessary without prior notice if the owner is unknown.
- D. No personal item(s) belonging to household members is permitted to be left unattended or abandoned in the common areas. These items present a potential safety hazard and delay the lawn maintenance service. Therefore, any abandoned or unattended personal item(s) in any of the common areas will be disposed of as necessary without prior notice if the owner is unknown.

**IX. CHILD CARE (BABYSITTING)**

- A. Child care, for a fee or no fee, within the community boundaries is prohibited unless authorized by a duly formed home-based business under Section XXIX of these Community Policies. The site manager must be consulted and written permission obtained for residents wishing to care for (baby-sit) any children not of the immediate family for a temporary period of time. The care of children not of the immediate family for a term of more than five (5) days is not allowed.
- B. A baby-sitter for children of the immediate family is allowed provided all adults in the household are employed. The resident(s) of the Lease are responsible for the actions of the baby-sitter. The site manager must be consulted and written permission obtained for residents to employ a baby-sitter for children of the immediate family. The baby-sitter must comply with all terms of the Lease and the Community Rules and other regulations which apply to this development community.

**X. COMMUNITY APPEARANCE**

- A. All window coverings must have a white backing and be attractive in the surroundings. Sheets, blankets, aluminum foil or other unauthorized items are not acceptable for window coverings.
- B. Window sills should be kept free of all personal property. Any additions to the window opening must be approved by management prior to installation.
- C. No personal, seasonal, or special use or other unsightly items may be stored or displayed on balcony, patio area, or common entries. Only furniture designed for outside use may be placed on the patio or balcony.
- D. Patio furniture must be approved exterior furniture and must be maintained in an acceptable condition. The exterior storage of any other type of furniture is prohibited.

- E. Sidewalks, entrances, passages stairways, corridors, hallways and courtyards should not be obstructed, encumbered, or used for any purpose other than entering and exiting the unit.
- F. The lawns and/or common areas should be kept free of unattended or abandoned furniture, toys and other personal property.
- G. No signs, advertisements, notices, other lettering or flyers should be exhibited, inscribed, painted, or affixed by any resident or guest on or to any part of the exterior of the building or community property without the express written consent of the site manager.
- H. Street and building numbering may not be altered by the resident.
- I. No awning, radio antenna, television antenna, wires, or other projections are allowed in and/or about any part of the buildings and/or common areas. All requests for cable television installations must be directed to the site manager.
- J. Trees, shrubbery and lawn turf are a vital part of the community. Residents are financially responsible for any damage, destruction or mutilation to any part of the common areas caused by their household members, visitors or guests.
- K. All items placed in the assigned storage area will be stacked and stored as neatly as possible. Storage and/or placing any personal belonging(s) in the entry aisle of the storage room is prohibited. This is a fire and safety hazard. Any and all items left in the entry aisle will be disposed of as deemed necessary by management without prior notice.

## **XI. HOUSEKEEPING STANDARDS**

- A. In keeping with Federal Regulations the site manager will inspect each unit at least annually in accordance with the Department's inspection schedule to determine compliance with the standards of housekeeping. The site manager will notify the Resident in writing if he/she fails to comply with the standards. Failure of a second inspection within a month of the annual inspection which results in a threat to health or safety is a violation of the lease terms and may result in additional charges and/or eviction.
- B. **GENERAL AREA STANDARDS**
  - 1. Walls, floors and ceilings should be clean and free of dirt, grease, holes, cobwebs, fingerprints and any other hazards.
  - 2. Windows must be clean and operable. Stickers, decals, tinting and signs are prohibited. Windows must not be blocked by any objects which may hinder their use as a means of escape during an emergency. Window coverings are required. Shades or blinds should be intact.
  - 3. Woodwork should be clean, free of dust, gouges and scratches.
  - 4. Doors should be clean, free of grease and fingerprints. Doorstops should be present and locks work.
  - 5. Heating units should be dusted and access uncluttered.

6. Smoke detectors should be operable and not covered.
7. Fire extinguishers should be kept within easy reach in the event of an emergency or in the installed brackets where provided.
8. Trash should be disposed of properly and not left in the unit.
9. The entire unit should be free of rodent or insect infestation.

C. KITCHEN AREA STANDARDS -

1. Stove should be clean and free of food and grease.
2. Refrigerator should be clean and drawers operational. The freezer should not be overly packed where freezing is hampered. All doors should be closed and handles in place.
3. Cabinets should be clean and neat. Cabinet surface and countertop should be free of grease and spoiled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans are not to be stored under the sink.
4. Exhaust fan should be free of grease and dust.
5. Sink should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
6. Food storage areas should be neat and clean without spilled food.
7. Trash/garbage should be stored in a closed container until removed to the disposal area.

D. BATHROOM AREA STANDARDS -

1. Toilet and tank should be clean and odor free.
2. Tub and shower should be clean and free of excessive mildew and mold. Where applicable, shower curtains should be in place, and of adequate length.
3. Sink and medicine cabinet should be clean.
4. Exhaust fans should be free of dust.

E. STORAGE AREA STANDARDS -

1. Linen closets should be neat and clean.
2. Other closets should be neat and clean. No flammable materials should be stored in the unit.
3. All storage areas should be clean, neat and free of hazards.

**XII. WASTE REMOVAL - WASTE CONTAINERS/ENCLOSURES**

Waste containers are provided for the purpose of trash and garbage disposal. Residents are required to use the containers provided.

- A. No trash or garbage accumulation is allowed in the unit. No discarded trash, garbage and/or household or personal item(s) is allowed in storage areas, laundry facilities, common areas or anywhere on the community property but must be placed in trash containers provided by the development community.

- B. All trash and garbage must be placed in a plastic bag, sealed, and properly placed **inside** the dumpster. Trash and garbage are not to be placed on top or beside the waste container(s). Residents are responsible for the proper disposal of his/her trash/garbage. Failure to place all trash/garbage in the dumpster may result in a \$15.00 Littering Fee for a first offense and \$20.00 Littering Fee for each subsequent violation. (See Item XIII, Littering). Repeated violations could result in the termination of the Lease Agreement.
- C. The dumpster lids or doors must be kept closed at all times to discourage entry by birds, animals and children.
- D. The placing of discarded furniture, mattresses, box springs, or other personal property in or around the waste container(s), and/or any common areas or within the property boundaries is strictly prohibited.
- E. It is the responsibility of the resident to remove from the property, and properly dispose of, all unwanted household item(s) or personal property. The total cost to management for the removal of the unwanted household item(s) or personal property will be charged to the resident. Payment from the resident is due within two (2) weeks of receipt of written notice of the charges.
- F. The improper disposal of trash, garbage and/or other disposable household or personal item(s) may result in littering penalties as listed under "Littering".
- G. The placing or dumping of any highly flammable material in the waste container(s) which will or may cause fire in the dumpster is strictly prohibited.

### **XIII. LITTERING**

Littering is the intentional or unintentional disposal or abandonment of unwanted household or personal items contrary to established methods of disposal of said items.

- A. Disposal of cigarette butts and/or other smoking material(s) on development community grounds is strictly prohibited. Residents who violate this rule are subject to the Littering Fees listed below.
- B. Disposal of items as small as candy, chewing gum wrappers, and/or soda cans to as large as a mattress or sofa on development community grounds is strictly prohibited. Residents who violate this rule are subject to the Littering Fees listed below.
- C. The first offense of Littering will result in written notification from management in regards to the incident.
- D. The second offense of Littering will result in written notification from management in regards to the incident and a minimum \$15.00 fee, or actual cost, charged to the resident(s). Payment in full is due within two (2) weeks of receipt of written notice of the charges.
- E. Any and all subsequent offenses after the second will result in a written notification from management in regards to the incident and a \$20.00 fee, or

actual cost, per incident, charged to the resident(s). Payment in full is due within two (2) weeks of receipt of written notice for the charges.

- F. Repeated littering offenses may result in the termination of the Lease Agreement for noncompliance of the terms of the Lease Agreement, Community Rules and Regulations, and/or Community Policies.
- G. Grease, paint, acids and other problem materials may not be disposed of through the drain(s) and/or sewer system. A resident may be charged the cost of repairs to the system if found in violation of this rule.
- H. Foreign objects are not allowed in a sink drain, disposal, water closet or tank, and/or sewer system. A resident may be charged the cost of repairs to the system if found in violation of this rule.

#### **XIV. CONDUCT**

- A. Residents and his/her guest(s) will not engage in, or participate in, such conduct which is objectionable or prejudicial to the rights, privileges, safety and general welfare of the other residents living in the development community. No act of a resident and/or guest which threatens, intimidates or is deemed harassment of others, is physically violent, and does/does not cause injury to another, or is unacceptable social conduct, will be tolerated. Any such incident(s) will be considered a violation of the Community Rules and Regulations and the Lease Agreement.
- B. No act of intimidation, harassment, verbal abuse, physical threat or violence, or social misconduct of, or to, any employee of the development community by any person will be tolerated. Any such act is considered a noncompliance of the Lease Agreement and will result in termination of the Lease.
- C. Social and friendly gatherings of residents and his/her guest(s) are welcomed provided such gatherings do not become noisy, offensive, threatening or generally objectionable to other residents and/or management. The gathering is considered in violation of the terms of the Lease Agreement, development Community Policies, and Community Rules and Regulations when other residents' rights to quiet and peaceful enjoyment of their unit are violated. This rule applies to gatherings inside a unit or outside in common areas.
- D. The public consumption of alcoholic beverages, illegal drugs or other chemical substances, outside the privacy of the resident's unit is strictly prohibited within the physical boundaries of the property.
- E. Any noticeable public drunkenness or social misconduct within the physical boundaries of the development community is strictly prohibited. Any incident observed by other residents and/or management should be reported to the proper authorities.
- F. The residents on the Lease are responsible for the actions and conduct of his/her household members, guest(s) and visitor(s), while in the apartment and/or on the

development community property. Any violation of the rules, regulations, and/or Lease Agreement by the guest(s) or visitor(s) is considered noncompliance of the Lease Agreement.

- G. The volume of stereos, televisions, radios, etc., is to be controlled at a minimum sound level so as not to violate the rights of neighbors to the quiet and peaceful enjoyment of his/her unit.
- H. The hours between 10:00 P.M. and 8:00 A.M. are, for most households, a "quiet time". Every effort by each household should be directed towards minimizing any noisy, disturbing, offensive or objectionable activity. Every effort should be directed to honor the rights of other residents to the quiet and peaceful enjoyment of his/her unit during all hours of the day.
- I. IF THE POLICE ARE CALLED TO THE PROPERTY BECAUSE OF ANY TYPE OF DISTURBANCE OR VIOLATION, THE RESIDENT(S) INVOLVED MAY RECEIVE A THIRTY (30) DAY WRITTEN NOTICE OF LEASE TERMINATION.
- J. POLICE RESPONSES TO SERIOUS DISTURBANCES, SERIOUS LEASE VIOLATIONS OR REPEATED POLICE RESPONSES WILL RESULT IN THE TERMINATION OF THE LEASE AGREEMENT AS ALLOWED BY THE TERMS OF THE LEASE AGREEMENT AND LOCAL, STATE AND FEDERAL LAW.

#### **XV. FIRE SAFETY**

- A. Use of portable cooking grills of any type are not permitted on the balcony or patios. The site manager must be consulted to obtain written permission to use any type of portable grill on the premises. Portable grills fired by propane gas are strictly prohibited on the patio and balcony areas and are not allowed adjacent to the buildings whether in use or for storage.
- B. Storage of containers of flammable fluids or explosive materials within the apartment, storage area, or adjacent to the building exterior is strictly prohibited.
- C. Storage of paper or plastic bags or materials adjacent to the hot water heater, HVAC, range, or refrigerator creates a health and fire hazard and is strictly prohibited.
- D. Disconnecting the smoke/fire alarm(s) is prohibited. This is a violation of the fire code. It is the resident's responsibility to notify management if the smoke/fire alarms(s) become faulty.
- E. Storage of any flammable fluid upon or within the development community property is expressly prohibited.

#### **XVI. UTILITIES**

- A. The resident's total monthly rental payment shall be reduced according to the utility allowance schedule submitted by MDHA to the United States Department of Housing and Urban Development.

- B. The resident will maintain all utility accounts for which he/she is responsible for payment for the entire time of possession of his/her unit. Failure of the resident(s) to maintain the utility accounts for which he/she is responsible is a violation of the Lease Agreement and is grounds for termination of the Lease Agreement.
- C. Illegally restoring or connecting utilities to his/her dwelling unit or common areas by any resident is strictly prohibited. Any such instance is grounds for termination of the Lease Agreement.
- D. For dwelling units which contain master utility meters, utility service will be furnished by MDHA. At such developments where utilities are provided by MDHA, a charge will be assessed for excess utility consumption due to the operation of major appliances supplied by the Resident.
- E. It is the responsibility of the resident(s) to notify management of all water leaks (faucets, running toilets, etc.).

## XVII. APPLIANCES

- A. Each resident is responsible for the care and use of each appliance and fixture in his/her unit provided by the development community. A resident may be charged for the cost of repairs to an appliance or fixture damaged by misuse, lack of proper care, or an act of negligence. Payment for the cost of repair(s) is due within two (2) weeks of receipt of written notice for the cost of the repair(s) and part(s). Residents are responsible to report any operational problems or defective appliance or fixture. See also Section XXV (D)(xii) for appliances which require management approval to be installed.

## XVIII. COMMON AREAS AND GROUNDS

- A. Laundry facilities are available for each resident's use. The laundry machines are maintained by a commercial laundry company. The commercial laundry company is responsible for the operation and repair of the laundry machines. The name, address, and telephone number of the commercial laundry company is posted in the laundry room.
- B. Please follow the rules posted for operating the machines.
- C. Use of the laundry facilities is at your own risk. **Management is not responsible for:**
  - 1. Any loss or damage caused by the operation of the machines.
  - 2. Missing, stolen clothing or personal belongings.
  - 3. Lost money due to a faulty machine. Please notify the laundry company at the posted telephone number to report a faulty machine or lost money.

- D. Never leave clothing or personal belongings unattended. Be courteous of the other residents and promptly remove clothing from the machines when operation is completed.
- E. Do not dye fabrics, clothing, or belongings in the machines.
- F. Children are not allowed to play in the laundry facilities.
- G. All children in the laundry facilities will be accompanied and supervised properly by an adult resident.
- H. Do not prop the doors open to the laundry rooms. Poor weather conditions could cause damage and/or malfunctioning of the machines, plumbing, and/or facility.
- I. All trash, lint, and/or boxes will be properly disposed of in the waste receptacles provided in the laundry facilities.
- J. Insure the laundry facility doors are locked whenever leaving the laundry facility.
- K. **NO TYPE OF LAUNDRY EQUIPMENT IS ALLOWED IN OR TO BE OPERATED IN THE UNITS WITHOUT THE EXPRESS WRITTEN CONSENT OF MANAGEMENT.**

**XIX. FIRE ARMS, WEAPONS, DANGEROUS OBJECTS AND/OR MATERIALS**

- A. The use of all or any type of weapon, fire arm, or dangerous object is strictly prohibited within the boundaries of the property. This includes, but is not limited to:
  - 1. Shot guns, pistols, rifles, etc.
  - 2. Ammunition of any type.
  - 3. Pellet guns, B.B. guns, air guns (pistols, rifles, etc.), of any type.
  - 4. Archery equipment (bows, arrows, targets, etc.)
  - 5. Any and all types of sling shots or any device that could shoot a deadly projectile.
  - 6. All sharp edged or pointed objects (i.e. knife, sword, etc.) used with the intent to threaten, intimidate, or harm another.
- B. Any and all types of explosives, fireworks, explosive chemical(s).
- C. Any other type of instrument, object and/or material that may be deemed a weapon when used with the intent to threaten, intimidate or harm another.

**XX. MISCELLANEOUS**

- A. No additional equipment, refrigeration unit, freezing unit, air conditioning or heating unit may be installed, operated, or used in any way without the express written consent of the site manager.

- B. No provided equipment and/or appliances may be moved or removed from the unit or building. All provided equipment and appliances must be permanently retained in the original location.
- C. No use of any other illumination or florescent device other than the electric lighting provided is allowed.
- D. Door to door solicitation is not permitted within the development community. Residents should notify management whenever solicitors appear at their door.
- E. Waterbeds are not permitted.
- F. The resident(s) on the Lease agree and consent to third party deliveries to the management office. The resident(s) on the Lease agree to hold the management staff harmless for any damage to, loss of value to, the receipt of, or the loss of any item delivered by a third party, agency, or company.
- G. No changes to the unit are allowed without the written consent of management. This includes painting, addition of decorations attached to the walls, windows, doors ceilings or floors, and the temporary or permanent changing of the physical layout of the unit.
- H. Residents are prohibited from feeding stray animals. The feeding of stray animals shall constitute having a pet without the permission of MDHA.

#### XXI. **CLEANING AND DAMAGE CHARGES**

- A. Payment for charges incurred by **residents due to damages to the premises beyond normal wear and tear** must be paid in full within two (2) weeks of receipt of written notice for the charges. **The Schedule of Maintenance Charges is shown on Exhibit 1 of these Community Policies.**

#### XXII. **MANAGEMENT OFFICE**

- A. The office business hours are listed below:  
Monday - Friday 8:00 A.M. To 5:00 P.M.

#### XXIII. **VISITOR POLICY**

- A. Residents are permitted to have a guest(s) visit his/her residence. However, if the resident allows a guest to make reoccurring visits or one continuous visit in excess of 14 days and nights in any 12 month period without the written consent of management, the resident will be notified in writing that the visits are in violation of the Lease Agreement.
- B. Resident's guest(s) are subject to the terms of the Lease Agreement, Community Policies and Community Rules. The resident is accountable for the guest(s) action(s) while the guest(s) is on the development community property.

## XXIV. RESIDENT GRIEVANCE AND APPEAL PROCEDURE

A. All residents of public housing are afforded ample opportunity for a fair and impartial hearing on matters involving the Dwelling Lease executed between the resident and MDHA. This policy encompasses all other MDHA instituted regulations which affect the resident's rights, welfare, or status. The resident Grievance Policy is, by specific reference, made a part of the MDHA Dwelling Lease.

### B. EXCLUSIONS

Excluded from the Resident Grievance Policy are items that meet the following criteria:

#### 1. Drug-related and/or Criminal activity,

Excluded from the provisions of this policy are any and all such grievances concerning a termination of residency or eviction that involves:

- a) Criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents, their visitors or employees of MDHA, or
- b) Drug-related criminal activity on or near MDHA owned, managed, or controlled housing, office, warehouse or other property.

The above activities shall result in the immediate institution of eviction procedures by MDHA.

#### 2. Non-Public Housing Lease, Rental or Purchase Agreements

This policy does not apply to the following lease, rental or purchase agreements:

- a) The Section 23 and Section 10 Housing Assistance Payments Program,
- b) The Section 8 Housing Assistance Payments Programs,
- c) The Low-Rent Housing Ownership Opportunities Program (Turnkey II).

#### 3. Class Grievance and Policy Issues

The MDHA Resident Policy shall not be applicable to disputes between residents not involving MDHA or to class grievances. The policy is not intended as a forum for initiating or negotiating policy changes between a group or groups of residents and MDHA. Only interpretations of policy may be grieved, not the policy itself.

### C. REQUIREMENTS

This Resident Grievance Policy is based on the requirements, standards, and criteria set forth by U.S. Department of Housing and Urban Development (MDHA), in the Code of Federal Regulations, Volume 24, Part 966-Lease and

Grievance Procedures, with such modifications required by State and Local law. The policy shall be incorporated into and made a part of all MDHA Dwelling Leases for public housing governed by Part 966.

D. **DEFINITIONS**

For the purpose of this policy, the following definitions shall apply:

**1. Grievance or Complaint**

Shall mean any dispute which a resident may have with respect to a MDHA action or failure to act in keeping with the provisions of the Dwelling Lease or other MDHA regulations. Such action or failure to act must adversely affect the rights, duties, welfare, or status of the resident bringing such dispute.

**2. Complainant**

Shall mean any resident whose grievance is presented to the MDHA Site Manager of the development in which he or she resides.

**3. Site Manager**

Shall mean the representative of MDHA who is responsible for the day-to-day operation and management of a public housing development. These responsibilities shall include, but are not limited to: rent collection, lease enforcement, and property maintenance.

**4. Development**

Shall mean a Miami-Dade County public housing facility which is under the ownership and management of MDHA.

**5. Resident**

Shall mean the adult person or persons other than a live-in aide who resides in the unit and who has an executed lease with MDHA as the lease of the dwelling unit. If no such person now resides in the unit, this shall refer to the remaining head of household of the original lease who continues to reside in the unit.

**6. Elements of Due Process**

Shall mean an eviction action or termination of tenancy in the State or Local court in which the following procedural safeguards are present by state:

- a) Adequate notice to the resident of the grounds for terminating tenancy and for eviction;
- b) Opportunity for the resident to examine all relevant documents, records, and regulations of MDHA prior to the trial or grievance hearing for the purpose of preparing a defense;

- c) Right of the resident to be represented by council;
- d) Opportunity for the resident to refute the evidence presented by MDHA, including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense the resident may have; and
- e) The merits of the complaint shall determine the decision rendered.

**7. Hearing**

Shall mean an informal proceeding at which a grievance or complaint related to any MDHA adverse action or decision is presented to the Grievance Panel.

**8. Grievance Panel**

Shall mean a panel of three (3) persons who shall be appointed by the Director, MDHA, in accordance with Section E: GRIEVANCE PANEL.

**9. Chief Hearing Officer**

Shall mean each individual appointed by the Director, MDHA, to serve as a chairperson of the Grievance Panel. This person shall be responsible for all administrative details of the panel.

**10. Hearing Officer**

Shall mean each individual appointed by the Director, MDHA, in accordance with the provisions of Section E: GRIEVANCE PANEL to serve on the Grievance Panel and render decisions on matters brought before it.

**E. GRIEVANCE PANEL**

**1. Number**

There shall be three Grievance Panels, one representing each of the three established MDHA regions.

**2. Composition**

Each Grievance Panel shall be composed of three persons, all of whom shall be appointed as follows:

- a) One member shall be a MDHA employee appointed by the Director of MDHA; however, he or she cannot be the site manager or a member of his/her staff at the development at which the resident submitting the grievance resides.
- b) Two members shall be resident representatives;
  - i) One shall be nominated by the appropriate Regional Chairperson for the Overall Tenant Advisory Council (OTAC). If OTAC does not provide a nominee, the Director of MDHA or his/her designee may select a substitute

panel member, which may be a resident or a staff member but may not be the site manager or his/her staff.

- ii) One shall be nominated by the Resident Council of the Development in which the complainant resides. If the development does not have a recognized Resident Council, the nomination shall be made by the Director of MDHA or his/her designee.

### 3. Location of Grievance Hearings

Grievance hearings shall be held at the development in which the complainant resides, unless otherwise relocated, for good cause.

### 4. Frequency of Hearings

Each Regional Grievance Panel shall be required to hold a hearing within 48 hours of receipt of a request for a formal grievance hearing.

## F. PROCEDURES FOR OBTAINING A FORMAL GRIEVANCE HEARING

### 1. Requesting a Formal Hearing

To request a formal hearing before the GRIEVANCE PANEL, the resident shall submit a Request for a Formal Hearing to his/her Site Manager within five (5) working days of receiving a notice.

### 2. Scheduling a Hearing

Upon compliance by a resident with provisions of this policy, a formal hearing shall be scheduled within 48 hours by the Chief Hearing Officer of the appropriate Regional Grievance Panel. By written notification from the Chief Hearing Officer, the location, time, date and procedures governing the Hearing will be made available to all parties to the complaint.

## G. PROCEDURES FOR THE CONDUCT OF HEARINGS

### 1. Venue

The grievance shall be held before the Grievance Panel.

### 2. Due Process

- a) The opportunity will be provided the resident to examine before the hearing and, at the resident's expense, to copy all documents, records, and regulations of MDHA that are relevant to the hearing. Therefore, any document not so made available after a request by the resident may not be relied on by MDHA at the hearing;
- b) The resident or his/her representative has the right to present evidence and arguments in support of his or her complaint, to controvert evidence relied on by MDHA or the Site Manager, and to confront and cross-examine all

witnesses on whose testimony or information MDHA or the Site Manager relies.

- c) Persons with disabilities have the right to be provided reasonable accommodations for participating in the hearing;
- d) The resident has the right to a swift decision, rendered, based only on the evidence presented at the Grievance Hearing.

### 3. Action of the Panel

The grievance Panel may render a decision without proceeding with the hearing if it is determined by the Panel that the issue has been previously decided in another proceeding.

### 4. Failure to appear

If the resident should fail to appear for a scheduled grievance hearing he/she shall be in automatic default and the decision rendered by the Grievance Panel in his/her absence shall be final.

The complainant and MDHA shall be notified of the determination by the Grievance Panel. A determination that the complainant has waived his or her rights to a hearing shall not constitute a waiver of any right that the complainant may have to contest the disposition of the complaint in an appropriate judicial proceeding.

### 5. Showing of Entitlement

At the Grievance Hearing the complainant must first make a showing of an entitlement to the relief sought. Thereafter, MDHA has the burden of justifying MDHA action or failure to act, against which the complaint directed.

### 6. Conduct of Hearings

The Grievance Hearing shall be conducted informally by the Grievance Panel and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The Chairperson of the Grievance Panel shall require MDHA, the complainant, counsel, and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Chairperson may result in exclusion from the proceedings or in decisions adverse to the interest of the disorderly party and granting or denial of the relief sought, as appropriate.

### 7. Transcript of Hearings

The complainant or MDHA may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

## H. DECISION OF THE GRIEVANCE PANEL

### 1. Decision

Within 24 hours of a hearing, the Chairperson of the Panel shall prepare a written decision, which shall contain the reasons supporting such decision. A copy of the decision shall be sent to complainant and MDHA. MDHA shall retain a copy of the decision in the resident's lease file or such other folder.

### 2. Continuing Rights

A decision by the Grievance Panel in favor of MDHA or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of his or her rights. Nor shall the decision affect in any manner whatever, any rights the complainant may have to a trial or other review in any judicial proceeding which may thereafter be brought in a matter.

## I. EVICTION ACTIONS

If a resident has requested a hearing in accordance with Section F: PROCEDURES FOR OBTAINING A HEARING, the eviction procedure is suspended until the Grievance Panel produces its written decision. If the Grievance Panel upholds the decision of MDHA to terminate the tenancy, eviction proceedings may be instituted immediately. If the resident fails to quit the premises within the applicable statutory period, or on the termination date stated in the notice of termination, whichever is later, appropriate action brought against him or her may require that he or she pay court costs and attorney fees.

## XXV. ALTERATIONS POLICY

A. RESIDENT'S RESPONSIBILITY: Alterations that permanently affect the existing structural layout of the unit including but not limited to the removal or construction of the interior/exterior walls, windows, doors, porches or patios are strictly prohibited. The resident may make no other alteration or repairs to the unit unless the resident complies with the following requirements:

- a) Obtains prior written approval from the manager for all alterations.
- b) Ensures that all work performed conforms to Department specifications and where necessary, performed by a licensed contractor.
- c) Agrees that all alterations, once installed, become the permanent property of the Department.
- d) Accepts responsibility for maintaining alterations in accordance with Department standards.
- e) Accepts responsibility for any damage to Department property as a result of an alteration.

- B. DEPARTMENT RESPONSIBILITIES: If an alteration has been made without prior written approval from the manager, or if the alteration does not conform to the standards of the Department, the manager will pursue Lease Enforcement procedures.
- C. PROHIBITED ALTERATIONS: The following alterations are prohibited:
- a) Fences
  - b) Paneling/wallpaper/adhesive mirrors/wall tiles
  - c) Patios or exterior screening
  - d) Interior/exterior construction or renovations
  - e) Floor tiling (i.e. linoleum, vinyl or ceramic)
  - f) Permanently attached wall-to-wall carpeting
  - g) Stoves
  - h) Locks
  - i) Antennas
- D. AUTHORIZED ALTERATIONS: The following alterations are permitted **only** with written approval from the site manager.
1. Gardens: Gardens must not detract from the appearance of the property and there may be charges to restore the premises to its original condition.
  2. Screen Doors: The screen door must be of a similar design to those installed by management.
  3. Sheds: Permits must be obtained and the shed must be permanently affixed to the property in accordance with local building code so it is not a danger in the case of storms. Any shed so installed will become a permanent part of the unit in the event the resident should move.
  4. Ceiling Fans: If installed according to specifications provided by the Department and provided there is an existing fixture to accommodate a ceiling fan.
  5. Cable TV: Installed by a licensed cable company. Window Shades: Any damage done to the wall shall be repaired prior to move-out to avoid maintenance charges.
  6. Venetian Blinds, Mini-Blinds and Vertical Blinds: Any damage done to the wall shall be repaired prior to move-out to avoid maintenance charges.
  7. Carpeting: Must not be permanently attached. Carpeting should be taped down. Doors cannot be shortened to accommodate carpeting. All carpeting must be removed, and the floor cleaned prior to move-out.
  8. Wall Pictures and Decorations: Residents may hang wall pictures and decorations provided no heavy anchoring nails or screws are used. Adhesive wall mirrors or tiles are prohibited. Decals pasted on the walls, doors, windows or refrigerators are also prohibited.

9. Interior Painting: Only permitted with prior approval from management. Residents may request sufficient paint, at no charge to the resident, **once every two** years to paint the interior of their unit. The resident must use only the paint supplied by the landlord. Any colors other than those provided by the landlord must be approved in writing. The unit should be returned to its original color prior to the resident vacating the premises or resident will be assessed a charge as appropriate.
10. Air Conditioners. Window Units: Only if the development does not have central air-conditioning or pop-out holes and if the installation conforms to department specifications for that development.
11. Pop-out Holes: Only with the prior approval of management and only if the installation conforms to Department and Fire Code specifications for the development.
12. Appliances: Resident-installed refrigerators, freezers, washers and dryers are permitted only with prior written approval of management and only if the unit has appropriate landlord-installed hookups.
13. Security Bars: If installed according to local building code by a licensed contractor.

## **XXVI. GRAFFITI**

Graffiti on MDHA property can not be tolerated. All residents and/or employees of MDHA have the responsibility to report incidents of graffiti to the site manager by calling the management office and reporting the address and/or location of the graffiti. The graffiti which appears on development property or equipment must be eliminated promptly.

## **XXVII. ABSENCES**

Residents who will be absent from their unit for more than seven (7) consecutive days must notify the manager in writing prior to the intended absence.

## **XXVIII RETURN (BOUNCED) CHECK CHARGES**

If a resident's rent payment check is returned unpaid, management shall charge the resident whatever amount management's bank charged for handling the check plus an administrative fee of twenty dollars (\$20).

## **XXIX SMALL-SCALE, IN-HOME BUSINESSES**

- A. It is MDHA's belief that allowing public housing residents the opportunity to operate a home-based business does not have to be contrary to the principles of good property management and that the benefits to the resident, the community and the Agency outweighs several possible negative effects. The community will benefit by having the services offered by the business in the neighborhood. The Agency will benefit because the resident has a source of income from which to

pay rent. The Agency encourages self-sufficiency and therefore supports the formation of home-based businesses by residents.

- B. In order to allow home-based businesses yet preserve the livability and peaceful atmosphere of MDHA communities, MDHA shall require any family member who is listed on the lease and desires to initiate a small-scale in-home business to seek written permission from MDHA by completing the Application For Permission to Start a Home-based Business form before undertaking the business venture. MDHA will not allow business activity to occur in the dwelling unit until ALL the following conditions are met:

1. Written approval has been received from MDHA;
2. The resident has fulfilled all appropriate Federal, State and local requirements to operate;
3. The resident signs a Memorandum of Understanding (MOU) with MDHA within 30 days of receiving written approval from MDHA.
4. Establish the business within six months of signing the MOU.

A new application must be submitted if the business is not established within six months of signing the MOU or if the resident changes the nature of the business which was approved.

MDHA reserves the right to determine if the resident is compliant with the established MOU and terminate said agreement if the resident is not compliant. Upon termination of the MOU the resident must immediately cease and desist to any business activity inside the dwelling unit.

- C. In deciding whether to approve a resident's request to operate a small-scale in-home business, MDHA will consider the following factors, especially in regard to whether the business is incidental to the primary use of the unit as a residence:

1. The amount of traffic (pedestrian and vehicular) the business will generate;
2. Whether the traffic will create problems with neighbors and the extent of the problems;
3. The potential strain of such traffic on the building, grounds, roads or parking area, and environment (e.g. garbage generated, dumping of waste materials);
4. The extent of any noise the business will generate;
5. The degree to which the traffic and noise will disturb the normal atmosphere of the neighborhood;
6. The location of the dwelling where the business will be conducted;
7. The number of dwellings affected by possible adverse effects;
8. The type and size of any equipment necessary for the business;
9. The usage of utilities and who pays for any increased usage;
10. Potential liabilities requiring insurance coverage; and
11. The resident has no current or unresolved lease violation notices.

- D. The types of businesses which are generally acceptable as home-based businesses include, but are not limited to:

- Family day care homes (detailed information on state and local requirements of starting a family day care home is obtainable in the site management office)
  - Sewing and clothes alterations
  - Arts and crafts
  - Book-keeping and accounting
  - Word-processing and secretarial work
  - Cosmetics/hairdressing
  - Writing
  - Telephone sales/telemarketing
  - Tax preparation
  - House cleaning services
  - Specialty cooking and catering
  - Small appliance repairs
- E. Residents who wish to start a home-based business may request an Application For Permission to Start a Home-Based Business form from the site manager or Resident Development staff who will gladly provide the form and available information regarding the steps that are necessary to begin the process.
- F. Net income (i.e. income less any expenses incurred by the business) received from the operation of a resident-owned business are considered earnings and will be included or excluded in the calculation of annual income during annual recertification according to federal regulations.

**AGREEMENT AND ACKNOWLEDGEMENT**

I/we have read and had the Site Manager explain in full the Community Policies incorporated by reference to my/our Lease. I/We acknowledge receipt of the Community Policies and I/we fully understand all the rules and agree to completely abide by them. I/We realize that failure to comply with the Community Policies is a violation of our Lease and is grounds for my/our Lease to be terminated.

\_\_\_\_\_  
*Resident (Head of Household)* *Date*

\_\_\_\_\_  
*Spouse (if applicable)* *Date*

\_\_\_\_\_  
*Family/Household Member (18 years or older)* *Date*

\_\_\_\_\_  
*Family/Household Member (18 years or older)* *Date*

\_\_\_\_\_  
*Family/Household Member (18 years or older)* *Date*

**MIAMI-DADE HOUSING AGENCY  
SCHEDULE OF MAINTENANCE CHARGES**

ITEM	CHARGE
<b>SPECIAL CHARGES</b>	
Lockout during office hours	\$ 5.00
Lockout during closed office hour of the day	\$ 30.00
Lockout after office hours (weekends, holidays)	\$ 40.00
Keys	\$ 3.00
Lock change	\$ 30.00
Lock change due to abuse	\$ 45.00
<b>MAINTENANCE SERVICES</b>	
Clearing vacancies	
-clearing out dwelling unit	actual cost
-clean refrigerator	actual cost
-clean stove	actual cost
Grounds cleaning (occupied unit)	\$ 10.00
Remove trash from roof	\$ 7.50
Remove trash from halls or high rise buildings	\$ 10.00
<b>REPAIRS AND REPLACEMENTS</b>	
Screen doors (wood)	
-half screen repair	\$ 10.00
-complete screen door repair	\$ 20.00
-screen door replacement	\$ 65.00
Screen doors (steel)	
-stainless steel screen replacement	\$ 65.00
-door replacement	\$ 235.00
-closer replacement	\$ 15.00
-latch set replacement	\$ 10.00
Window screens	
-galvanized steel screen replacement	\$ 25.00
-stainless steel screen replacement (per sq. ft.)	\$ 5.00
-wood or aluminum screen replacement	\$ 22.50
-rescreen galvanized or aluminum screen	\$ 10.50

**MIAMI-DADE HOUSING AGENCY  
SCHEDULE OF MAINTENANCE CHARGES (Continued)**

<b>ITEM</b>	<b>CHARGE</b>
<b>REPAIRS AND REPLACEMENTS</b>	
Glass replacement – window or door (per pane)	actual cost
Window shades replacement	
-38" and smaller	\$ 12.50
-54" and smaller	\$ 15.50
-71" and smaller	\$ 18.50
Doors (interior/exterior) repaired or replaced	actual cost
Door latch set replacement	actual cost
Mail Box replacement	actual cost
Smoke detector replacement	
-battery type	\$ 15.00
-A/C type	\$ 18.00
Wall damage and structural repair	actual cost
Commode	
-unstopped	\$ 20.00
-reset	\$ 25.00
Commode replacement	
-flush valve type	\$ 90.00
-close valve type	\$ 55.00
Commode tank replacement	\$ 27.00
Commode tank cover replacement	\$ 14.00
Commode seat replacement	\$ 15.00
Lavatory, sink or shower	
-unstopped/each apartment	\$ 5.00
-replaced	actual cost
Lavatory or sink items	
-basket strainer replacement	\$ 8.00
-stopper replacement	\$ 3.50

**MIAMI-DADE HOUSING AGENCY  
SCHEDULE OF MAINTENANCE CHARGES (Continued)**

ITEM	CHARGE
<b>REPAIRS AND REPLACEMENTS</b>	
Electrical items	
-circuit breaker replacement	\$ 12.00
-fuse	\$ 2.00
-fuse replaced	\$ 5.00
-fustat	\$ 0.75
-fustat replaced	\$ 3.75
-switch plates or outlet covers	\$ 2.50
-thermostats replaced	actual cost
Light Fixture	Actual cost
Light bulbs and lenses	
-regular bulbs replaced (move-outs only)	\$ 2.50
75 watt	\$ 2.50
150	\$ 3.50
-fluorescent bulbs	\$ 4.50
-incandescent light fixture lens	actual cost
-fluorescent light fixture lens	\$ 13.50
-installation of resident-provided bulbs (elderly/handicapped residents only)	\$ 1.00
Refrigerators/ranges	
-repaired or replaced	Actual cost
-ice tray replacement	\$ 1.25
-vegetable crisper replacement	\$ 12.00
-crisper tray cover replacement	\$ 9.00
-range knob	\$ 1.25
-burner elements (oven & top burner)	Actual cost

**MIAMI-DADE HOUSING AGENCY**

**SCHEDULE OF FINES**

Cutting Grass	\$ 20.00 (small yard)
	\$ 40.00 (large yard)
Disposing of household goods/furniture in areas other than assigned	\$ 40.00
Feeding stray animals	\$ 10.00
Graffiti, dirty walls	\$ 25.00
Hanging clothes on balconies/throwing trash over balconies	\$ 20.00
Keys, each additional	\$ 3.00
Littering fee (failure to place trash/garbage in dumpster)	\$ 15.00
Littering fee, additional violations of littering or each occurrence	\$ 20.00
Lock changing fee	\$ 30.00
Lock change due to abuse	\$ 45.00
Lock-out fee during closed office hour of the day	\$ 30.00
Lock-out fee on weekends/holidays	\$ 40.00
Parking on the grass	\$ 25.00
Playing loud music	\$ 27.00
Unauthorized pets	\$ 30.00
Unreturned keys at move-out, fee per lock	\$ 20.00
Walking on the grass	\$ 10.00
Washing vehicle w/water from development community by resident	\$ 15.00
Washing vehicle w/water from development community by guest	\$ 20.00