



Housing Authority of the City of Fort Myers, Florida

4224 Michigan Avenue, Fort Myers, Florida 33916

Phone: (239) 344-3220 Fax: (239) 344-3273

**PUBLIC HOUSING: Michigan Court, Palmetto Court, Southward Village, Flossie Riley,
Bonair Towers and Royal Palm Towers.**

PUBLIC HOUSING HOUSE RULES

The following policies and general rules, approved by the Board of Commissioners of the Housing Authority of the City of Fort Myers, Florida (HACFM), are compiled herein for the benefit of all **Public Housing residents**. Some of the information below can be readily found in the Lease Agreement or accompanying attachments and is reprinted herein solely for convenience. Other rules or policies, such as “Maintenance Emergencies Defined” and similar topics are not discussed in detail in the Lease, but instead refer to this document commonly called “House Rules.”

Residents agree to abide by the House Rules and receipt of the rules are acknowledged in the lease agreement and by the signature page attached. These standards will be applied fairly and uniformly to all Residents. Failure to abide by the House Rules is a violation of the lease terms and can result in eviction.

1. PRIVACY OF APARTMENTS

HACFM officials and employees will not enter your apartment in your absence, except under the following conditions:

- a. In the event of an emergency, such as fire, water line break, electrical failure or other instances that require immediate attention to protect lives and property, yours, as well as that of your neighbors and other residents.
- b. To perform routine maintenance work you have requested.
- c. To check the premises at reasonable hours, where there is reason to believe the premises may have been abandoned.
- d. To perform preventive maintenance work where there is a published schedule that has been provided to the resident (i.e.: Filter changes, Fire Extinguishers, etc.)
- e. For regularly scheduled housekeeping inspections, to ensure that you are maintaining at least minimum standards in the apartment. (General notice will be given in advance.)
- f. For Special Inspections as needed. (General notice will be given in advance.)
- g. In the event a law enforcement officer provides HACFM’s duly appointed representative with a copy of a warrant (search or arrest).

2. SPECIAL EXTERMINATION SERVICES

Normally you will not have problems with cockroaches, fleas, ticks, ants and other pests, if you follow good sanitation practices. However, in the event that your apartment becomes infested, HACFM will spray it for you. Please note the following:

- a. Routine Pest Control is scheduled monthly. (General notice will be given in advance.)
- b. If you need extermination services, call your Property Manager.
- c. For trees, shrubs, and weeds in the public areas that have become infested, please contact your Property Manager.
- d. If you suspect that there are Africanized bees in or around your home, please contact the Maintenance.



PUBLIC HOUSING HOUSE RULES (con't)

3. MAINTENANCE SERVICES

For maintenance requests call your Manager's Office

CALLS FOR EMERGENCY MAINTENANCE WORK

CAN BE MADE AT ANY TIME (day, night, weekends, holidays).

An employee will be available to respond to true emergencies at all hours.

The following types of work will be treated as an **EMERGENCY**:

- a. Air conditioning or cooling problems in the summer.
- b. Heating system problems in the winter.
- c. Sewer stoppages affecting all toilets (not just a backed-up sink or hand basin).
- d. Breaks in water lines, or major water leaks.
- e. Electrical failures (affecting more than just a single lighting circuit).
- f. Lock-out (resident will be billed the current charge for responding after hours). Doors will not be unlocked for any person under 18 years of age, or a person not listed on the lease. Proper identification must be provided at the time of emergency response. Under no circumstance will locks other than those provided by HACFM be allowed on exterior or interior doors.
- g. Broken windows that present safety hazards. The glass may not be replaced, but the area will be secured.

If a maintenance employee is dispatched to an "emergency" which does not fit the above descriptions, charges will be assessed to the resident's account for the call according to the Sales and Service Schedule of Charges.

4. NEW RESIDENT ORIENTATION

All adult household members are required to attend a New Resident Orientation session within the first 90 days of residency. Failure to attend the Orientation may be grounds for termination of the Lease.

The purpose of the Orientation will be to familiarize all new residents with rules, regulations, policies, and procedures pertinent to successful occupancy in HACFM's programs. The Lease, House Rules, maintenance policies, housekeeping, Community Service requirement and Earned Income Disallowance will be among the topics reviewed at Orientation.

Existing residents may be required to attend the orientation, as directed by their Property Manager, as a condition of continued occupancy if lease violations have occurred.



PUBLIC HOUSING HOUSE RULES (con't)

5. GRIEVANCE PROCEDURE

Any resident having a grievance or complaint should first discuss it with the Property Manager at the Rental Office. If the complaint is not resolved at this level, the resident may request a copy of the Grievance Procedure and follow the steps as provided. (A copy is posted in the Rental Office.)

Listed below are some of the most “frequently asked questions:”

Question: What types of decisions may I appeal?

Answer: (1) Calculation of “total tenant payment” (TTP or resident portion), (2) Termination of your lease or tenancy, (3) Action not taken by the Authority after being reported, (4) Required transfer as a result of being determined under housed or over housed, (5) Billing of any type, and (6) Any other type of Authority action with which you may disagree.

Question: Does the grievance apply after I have moved out?

Answer: No. Once a resident has vacated his/her unit, the grievance policy no longer applies.

Question: How many steps are there in the grievance procedure?

Answer: The grievance procedure provides two (2) steps:

1. The Informal Settlement – conducted by the Property Manager.
2. The Hearing – conducted by the Authority’s Hearing Officer.

PLEASE NOTE: In cases of termination of the lease for drug activity, criminal activity, or other serious violations of the lease whereby an “Expedited 7 Day Notice” is served and the “Expedited Hearing Process” may be requested and the hearing will be conducted by the Authority’s Hearing Officer.

Question: Can I seek legal representation?

Answer: Yes. You may be represented by legal counsel (attorney) or another representative at your own expense. Listed below are organizations that offer free legal counsel.

Florida Rural Legal Services, Inc.
3210 Cleveland Avenue
Fort Myers, Florida 33901
(239) 334-4554

6. TRANSFER IN EVENT APARTMENT IS UNINHABITABLE

Residents of apartments which are rendered unsafe, unhealthful or uninhabitable by reason of fire, water, or wind damage, etc., will be transferred to an appropriate sized apartment in the development whenever possible. Refer to the lease and Transfer Policy for additional details.

7. RENTERS INSURANCE

Residents are encouraged to carry renter’s insurance for coverage of household belongings in case of damage or destruction to the unit. HACFM insurance coverage **does not** include coverage for loss or damage to resident possessions, or, for negligence/damage caused by members of the household or guests. Renters insurance is obtainable from most major insurance companies.



PUBLIC HOUSING HOUSE RULES (con't)

8. RENT PAYMENTS

In accordance with terms of your lease, the full rent for the month is due and payable in advance, on the first day of the month. All rents are to be paid and received in person, through the mail or through the 24 hour drop slot at the rental office no later than the 5th of the month.

Please note the following:

- a. A resident who cannot pay rent when due because of circumstances beyond their control (such as late receipt of public assistance or TANF, social security or pension checks) should contact the rental office immediately, or no later than the 5th day of the month to make payment arrangements. Late charges will be assessed, but making these arrangements in advance may save court costs associated with an eviction notice, and may preclude your being locked out for non-payment of rent. Verification from the social agency will be required.
- b. Delinquency Charges. Charges for late payment of rent will be assessed as follows:
 1. If rent is not paid by the fifth (5th) day of the month, a charge of \$25.00 will be assessed.
 2. Any payments received through the night slot will be assessed late charges as of the last working day, or last open office day.
 3. Residents who have not their paid rent by the fifth (5th) day of the month will receive an appropriate "Notice to Pay Rent or Quit." If no response is received by the end of the "Notice" period, it will be necessary to file an action for possession of the premises in Court. Additional charges will be assessed to cover the court and constable fees involved in this process.
 4. Delinquency charges will not be assessed on account balances for anything other than rent.
- c. In the event of an eviction for non-payment of rent and/or other charges due, no payment may be accepted by HACFM, its agents or employees, for charges due (including rent, late fees, maintenance charges, etc.) except when payment is for charges in full. **Partial payments will NOT be accepted.** Payment must be by a certified check or money order only.
- d. **No third-party** checks will be accepted at any time.
- e. **No personal checks** will be accepted after the 5th day of the month.
- f. Bad check Charges. A returned check charge of \$25.00 will be assessed for any check received as payment of rent and/or other charges that is returned unpaid due to insufficient funds or for any other related reason. If such occurs, HACFM will no longer accept checks from that resident and future payments must be by certified check or money order only.

9. SPECIAL EVENTS AND COMMUNITY ROOMS:

- a. Residents planning special events that are conducted outside the dwelling unit **require prior approval** from HACFM and any equipment must be removed immediately after the event (example: birthday parties and inflatable jump houses).
- b. If the development offers the availability of a community room for a resident's **special event**, rules regarding the use, sign up and access to the room will be posted at the respective development and must be followed.
- c. To be eligible to use the community room for a special event, the residents' account must be in good standing (no past due charges of any kind, no evictions pending).
- d. No alcoholic beverages are allowed.
- e. Residents must follow all posted rules in Community Rooms that are open and available to all residents.



PUBLIC HOUSING HOUSE RULES (con't)

10. RESIDENT RESPONSIBILITIES FOR GROUNDS MAINTENANCE, SANITATION, AND PARKING

- a. Lawns. Residents are requested to assist by not riding bicycles, walking, or running through plantings or flowerbeds; use sidewalks. Residents are held responsible for their children. Children are not to dig holes, scatter rocks, or otherwise disturb lawns, shrubbery, trees or sprinkler systems. In addition, it is the responsibility of residents to report to the office any destruction by other residents and their families or guests that they witness.
- b. Sprinkler Heads. Please do not place storage boxes, toys, barbecues, etc. over sprinkler heads. This keeps the sprinkler from covering the lawn area it is designed to serve.
- c. Outside Storage. Residents may **NOT** store items such as old furniture, car or truck parts or tires, used appliances, or items that constitute a fire hazard or threat to health and/or safety in or near patios, entry doors or yard areas. This does not prohibit the keeping of bicycles, tricycles, toys, patio furniture, etc. Any prohibited items, as listed above, not removed within a reasonable time after notice is given to the resident, will be removed and charges for the removal will be assessed to the resident. Kiddy pools will be removed if not emptied and properly stored after use; they may not be left outside overnight.
- d. Handling Garbage, Trash, Old Furniture, Etc. Each resident shall use the refuse containers provided by HACFM. No refuse, trash, or garbage shall be disposed of in any manner other than by placing it in the container provided. No rocks, dirt, large pieces of wood, scrap metal or similar objects shall be placed in the containers.
 1. Regular refuse collection service is provided twice weekly by the appropriate refuse company at no cost to the resident. It is your responsibility to take care of your own rubbish and garbage as stated in your lease. Please follow these guidelines concerning your garbage and trash:
 - a. Place only garbage and trash in the container.
 - b. Wrap all wet garbage or place it in a sack.
 - c. Do not allow your children to play inside of the dumpsters, as this could result in serious injuries.
 - d. Take all containers out of to the edge of the street on trash day.
 2. Any persons found guilty of starting a fire in or near a container will be charged the cost of repair or replacement of the container, and will be subject to eviction.
- e. Removal Of Large Items. The disposal company will not pick up large items such as old furniture, appliances, large rugs, mattresses, etc. **DO NOT PUT THESE ITEMS IN OR NEAR THE TRASH CONTAINERS.** If you have such items, place them on the concrete pads provided and HACFM will remove them. There is no charge for this service.
- f. Automobiles, Parking, Etc.
 1. Inoperable, Unregistered, Unlicensed, Dismantled Vehicles, Etc. Residents may not keep vehicles on the development unless they are properly licensed, registered and in an operable condition. Vehicles which do not display current licenses and/or which are in an inoperable condition (such as flat tires, broken windows, leaking fluids, etc.) will be towed



PUBLIC HOUSING HOUSE RULES (con't)

at the vehicle owner's expense. No repairs, oil changes, or any other work may be done to vehicles on HACFM property.

2. Prohibited Parking Areas. No vehicles are to be parked in the following areas:
 - a. Fire hydrants: Spaces are marked off with red paint and signs. Vehicles parked in these areas are subject to removal, with no further notice, at the cost of the resident.
 - b. Handicapped Parking: Spaces are marked off and lined, generally in blue, with signage indicating the space is reserved for handicapped parking only. Any vehicle parked in Handicapped Parking must clearly display registered/licensed handicap sticker/plates/signage as issued by the Department of Motor Vehicles.
 - c. Refuse/Trash Containers: Spaces are marked with red paint. Do not park in front of containers. Garbage cannot be collected if the truck cannot get to the containers.
 - d. Powered Cycles (Motorcycles, Scooters, Mopeds): All powered cycles of any type, size, style or model must be parked in a designated parking area only. No parking on lawns or on sidewalks.

11. GENERAL REQUIREMENTS

- a. Noise. In consideration of others, residents and their guests should not make any unnecessary loud or disturbing noises, particularly in the evening and during the night. Singing, playing on a musical instrument, loud operation of a radio, television, stereo, carpet shampoo machines, etc. should not be disturbing to others. Shouting, yelling, fighting, boisterous conduct of any kind is prohibited when disturbing to other residents.
- b. Flammable Materials and Space Heaters. The storage or use of gasoline or solvents or other flammable materials in or around apartments is prohibited. Residents must exercise caution with respect to children playing with matches or lighters. Space heaters are only permitted with management's approval.
- c. Doors. Doors of apartments must be locked during your absence. Management will not be responsible for articles missing from the apartment. Always carry your key when going out. Residents locking themselves out after regular working hours will be charged a fee according to the Sales and Service Schedule of Charges. **Residents are not permitted to have their own locks on any doors (inside or outside)**. HACFM must be able to gain access for routine maintenance, inspection purposes, and in the event of any emergency. Use of personal locks is grounds for lease termination.
- d. Alterations, Changes to Exterior or Interior.
 1. Residents are not to make repairs or alterations or install any equipment to the interior or exterior of the unit without the prior written consent of HACFM, including and not limited to security bars, screen doors, satellite dishes, storage sheds, etc.
 2. Residents are not to alter the apartment through use of paneling, wallpaper, contact paper, carpeting, built-in shelving, room dividers, etc., which are attached to any wall, floor, shelves, drawers, or ceiling surfaces. Only those items that are freestanding and not attached may be used, such as freestanding shelves, lamps, and other items which do not damage the walls or other surfaces.
- e. TV Antennas, Satellite Dishes. Satellite dishes may not be installed. You **must request written permission** through the Property Manager to schedule installation of the service, as our staff will provide installation instructions which meets HACFM standards and local code requirements. Under no circumstances may a satellite dish be located on the roof.



PUBLIC HOUSING HOUSE RULES (con't)

12. CHARGES FOR SPECIAL SERVICES OR CHARGES DUE TO DAMAGE FROM RESIDENT ABUSE OR NEGLECT

You will not be charged for maintenance or damage due to normal wear and tear on your apartment. However, in some situations you will be required to pay the charges for material and labor for special services rendered to you, or for damage, repair, or the cost of missing items. You are not authorized to have any HACFM property or equipment repaired by an outside vendor.

Special Service Charges. The following charges will be levied for special services which are not a part of regular, routine maintenance and operations:

- a. Hauling Charges. If you permit old furniture, appliances, junk, trash, or debris to accumulate in your apartment or in the area surrounding the apartment, and if it becomes necessary for HACFM to remove such material (after giving reasonable notice), then HACFM will charge the actual cost of removing such material. Residents moving out and leaving old furniture, appliances, junk or trash, are subject to the hauling charge at the time the unit is vacated.
- b. Charge for Damage by Resident(s), Household Members, Guests or Other Persons Under the Resident(s)' Control. Such charges will be made in accordance with the list of current charges for service/maintenance as posted in the Site Office.
- c. Cost of Damages Done by Third (or Unknown) Parties. Residents will be charged for damages to the dwelling by third or unknown parties (such as break-ins, broken windows, etc.).

13. CHECKING OUT WHEN VACATING APARTMENT

Rent is due in full for the month, even if notice to vacate has been given. You must give at least a thirty (30) day notice, in writing, of your intent to move out. Failure to give proper notice could result in additional charges to the resident. The resident is responsible for rent, damages and other charges incurred until such time as they inform the Property Manager of their move, have vacated the unit, and have turned the keys in to the Property Manager. For residents vacating a unit on any day except the last day of the month, rent will be refunded on a pro-rated basis for the number of days remaining in the month.

- a. In order for the apartment to be properly checked out, you must have physically moved all possessions out of the apartment prior to turning in your keys.
- b. You **must** turn in your apartment keys within 24 hours after having vacated the apartment. **You will be charged rent until all of the keys are received.**
- c. After your apartment is checked, and the cost of cleaning (if necessary) and any repairs for damage to the unit or equipment, or for missing items is calculated, you will be refunded any amount due to you from the security deposit within thirty (30) days.
- d. If you cannot pay all charges due at move-out, ask to make arrangements to pay the charges off over a reasonable length of time. This will save your credit rating from an unfavorable report. If you fail to pay or make arrangements to pay when moving out, HACFM will send you a notice of the amount owed, indicating that if payment is not received within ten (10) days, the amount will be turned over to a Collection Agency.
- e. A collection fee will be charged to the resident for any debts owed to HACFM that are collected by a collection agency. This fee will equal the amount charged by the collection agency and will be in addition to the debt itself.



PUBLIC HOUSING HOUSE RULES (con't)

14. INSTRUCTION TO RESIDENTS ON WHAT TO DO WHEN VACATING

Pre-Vacate Maintenance Policy. As your lease requires, you agree to leave your apartment in a good and clean condition, as it was when you moved into it. The following is a checklist prepared by the HACFM to assist you with your return of a good and clean apartment. It may also help you receive a refund of your security deposit.

- a. If you have painted any rooms of your apartment, you will be charged for the labor and materials to repaint the apartment.
- b. All wall coverings (wallpaper, paneling, contact paper, mirrors, etc.) must be removed, including glue or paste, and the wall returned in good condition, free of holes or other blemishes. Any large holes, including holes from drapery rods or picture hooks, must be filled with appropriate material, and the wall left in good repair.
- c. Any carpeting installed by the resident, including tackles strips and staples, must be removed.
- d. No personal belongings should remain in the apartment. The apartment must be empty; free of hangers, garbage, boxes, newspapers, furnishings, etc.
- e. All cabinets must be empty and clean. If you installed shelf paper or contact paper, it must be removed.
- f. The refrigerator must have all food removed. It must be left clean, the freezer defrosted, the unit unplugged, and the door left open.
- g. All bathroom fixtures must be left clean including toilets, sink, and bathtub. The tile, vanity, mirror, and medicine cabinet must also be left clean.
- h. If you have removed the original light fixtures, switch plates, or receptacle plates to install your own personal ones, you must replace the original ones where they belong.
- i. Clean floors by stripping off built-up wax and applying new wax.
- j. Make sure all windows are clean and do not require washing.
- k. Vacuum or brush sand from window sills, tracks of sliding window sashes, and tracks of sliding doors.
- l. Leave stove, oven, and broiler in clean condition; check burners on top and underneath; also top and sides of oven, broiler and pan, drip pan in bottom of oven, etc.
- m. Wipe off all shelves and surfaces which can catch dust, and clean out all cabinets and drawers, making sure to remove any shelf paper, etc.
- n. Clean filters in kitchen exhaust fan; check and clean filters in air conditioner and/or heater or furnace.
- o. Check painted surfaces and wash off dirt, finger marks, etc.
- p. After giving your 30-day notice and completing the Intent To Vacate form, in the Property Manager's office, a move out inspection will be scheduled and you are required to turn in your keys at that time. If you are not able to be present at a move out inspection, the keys must be returned to the Property Manager within 24 hours of the scheduled move out.

Any property left in the unit, will be removed and stored according the Florida State Law. The resident will be assessed removal and storage fees. If the resident has been evicted from the unit, they will not be allowed to re-enter the unit once the lock-out has been completed. Any property left behind must be picked up from the storage location if applicable.



PUBLIC HOUSING HOUSE RULES (con't)

15. INCLEMENT WEATHER AND THE RESPONSIBILITY OF THE RESIDENT

During Hurricane season it may be required and or suggested that you leave your home for a period of time as the storm passes. The following will be the responsibility of the resident:

- a. If the Mayor declares a **Mandatory Evacuation** for all residents then you will be required to leave the premises and go to the designated community shelter.
- b. If the Mayor suggests that all residents should evacuate their homes because of the severity of the storm, then it will be HACFM's suggestions that you take the Mayor's advice. If you choose not to leave the premises, you will be required to sign a "**Refusal to Vacate**" form.
- c. It will be your responsibility to follow any and all instructions as provided by the Mayor, FEMA, and any other Federal, State or Local government agency as to what preparation are needed.
- d. It will be your responsibility to have a prepared Hurricane/Disaster Supply Kit as instructed by the State, Red Cross and all other government agencies. This kit should contain a supply of water, food (non perishable), batteries, flashlight, first aide kit, all of your medicine, toiletries, radio and if applicable your pet care items.



**RESIDENT CERTIFICATION AND ACKNOWLEDMENT OF RECEIVING
HACFM
HOUSE RULES AND REGULATIONS**

The House Rules are not inclusive of all Housing Authority of the City of Fort Myers, Florida rules, regulations, policies, and practices. The House Rules are supplemental to the Lease Agreement. For response to a specific question you may have about your occupancy, please see your Property Manager.

I/WE have read and understand the above House Rules and standards and agree to abide by them during my/our residency.

SIGNATURE(S):

Resident: _____

DATE: _____

Resident: _____

DATE: _____

Resident: _____

DATE: _____

Resident: _____

DATE: _____

Resident: _____

DATE: _____

