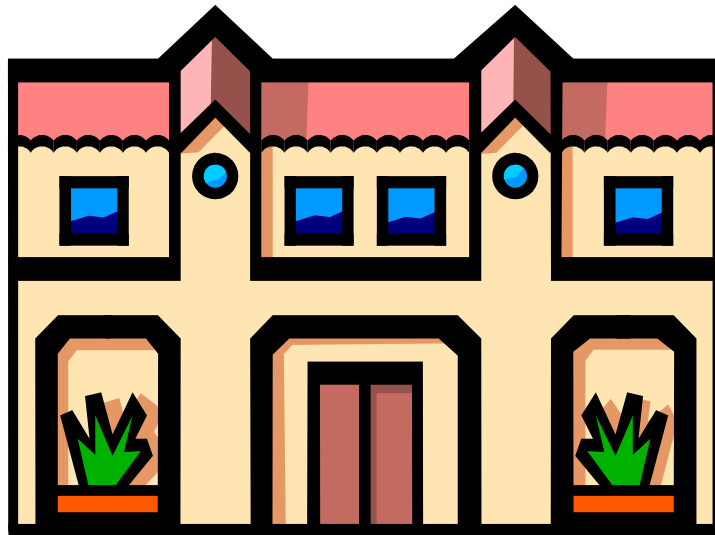


**FAMILY UNIT  
REMINGTON PARK AND ILION HEIGHTS  
TENANT INFORMATION**

**ILION HOUSING AUTHORITY**



**London Towers  
100 W Main Street  
Ilion, NY 13357  
315-894-2159**

**August 2017**

Remington Park and Ilion Heights are home for 52 families. Owned and operated by Ilion Housing Authority and governed by the US Department of Housing and Urban Development with the mission of providing safe, decent and affordable housing. Remington Park Apartments are located on Cottage Street and Ilion Heights Apartments are located on Vosburg Street in the Village of Ilion. The Village of Ilion has a variety of churches, banks and restaurants that allow for a convenient living style. Both of our apartment complexes are located within the jurisdiction of the Central Valley Central School System. The school district has four schools: Harry M. Fisher Elementary, Barringer Road Elementary, Gregory B. Jarvis Middle School and Central Valley Academy.

The apartment complexes are governed by regulations provided in the following packet. The Ilion Housing Authority and the Board of Commissioners oversee the policies of the Housing Authority, in accordance with the regulations set by the Department of Housing and Urban Development. The policies guarantee comfortable surroundings, taking into consideration your needs while striving to create a facility that meets our highest standards.

The staff of the Ilion Housing Authority welcomes you and sincerely hopes that you will find living in your new home an enjoyable experience. This handbook was prepared to guide and assist you. Its aim is to provide information regarding services designed for your comfort and protection and to discuss your responsibilities and privileges. Keep it in a convenient place and consult it frequently.

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## **IMPORTANT PHONE NUMBERS**

Ilion Police Department	315-894-9911
Ilion Fire Department	315-895-7424
Ambulance	315-895-7424
Ilion Housing Authority Office	315-894-2159
Ilion Housing Authority Maintenance	<b>315-894-8524</b>
Ilion Housing Authority Fax	315-894-8553
After Hours Lock-out	315-444-9199

## **WELCOME**

The staff of the Ilion Housing Authority welcomes you and sincerely hopes that you will find living in your new home an enjoyable experience. This handbook is your reference to information you may need as a resident of Remington Park or Ilion Heights. We hope the handbook answers many of your questions, but always feel free to ask or discuss any concerns with the staff.

### **Hours of Operations:**

Administrative Office: Monday through Thursday, 9:00am – 1:00pm 2:00pm – 4:00 pm  
Friday 9:00 am – 1:00 pm  
Maintenance hours: Monday through Friday, 7:30 am – 4:00 pm

## **SECURITY**

### **Keys:**

All tenants will receive 2 apartment keys. Your key provides access to all entrance doors. You will also receive one mailbox key.

Lost apartment keys must be reported to the office immediately. The fee for replacement key is \$10.00 plus the cost of the key and core. The fee for not returning all keys at move-out is \$30.00 for core replacement and will be deducted from the security deposit.

## **LEASE**

The Ilion Housing Authority is responsible for maintenance and repairs and for the enforcement of rules and regulations necessary to preserve our buildings and set neighborhood standards. You also have family responsibilities. They are set forth in your dwelling lease – a mutual agreement between you and the Authority. Read it

carefully. It states the amount of your rent and the conditions under which you occupy your new home.

**Household members:** All persons residing in an apartment are required to be on record in the management office. If there is a change in family composition, whether temporary or permanent, the tenant is to IMMEDIATELY notify the Housing Authority of the change in writing.

**Tenant:** All who occupy residence in Remington Park/Ilion Heights are tenants. Tenants must obtain the Executive Director’s consent in writing before allowing any person to take up residence in the tenant’s apartment.

**NEW ADDRESS**

Each apartment at Remington Park and Ilion Heights has a number. Use this address with your apartment number to insure prompt delivery service and to avoid confusion and delay.

\_\_\_\_ Remington Park Apt. \_\_\_\_\_  
Ilion, NY 13357

\_\_\_\_ Ilion Heights Apt. \_\_\_\_\_  
Ilion, NY 13357

**SECURITY DEPOSIT**

As a new resident, you are required to pay a security deposit equal to a minimum of \$350.00 or one month’s rent whichever is greater. Damages other than wear and tear are at the expense of the tenant and are payable upon repair. The security deposit may not be used to pay for any charges during occupancy. Upon vacating, if your apartment passes inspection, the money will be returned. If repair and/or cleaning are done by Housing Authority personnel, you will be charged for material and labor. Any monies due the Authority will be deducted from your security deposit before it is returned to you.

**YOUR RENT**

Rent is payable in person or by mail on or before the first business day of each month during regular business hours. Rent is determined according to your income and family size. Your rent may be re-adjusted when required and will not exceed the ‘contract rent’.

Prompt payment of your monthly rent is mandatory. In the event that you are unable to pay your rent by the fifth business day of the month, a 5% late charge will be added.

Partial payment of rent will only be accepted if prior written arrangements are made with the Executive Director.

Rent may be paid by check, money order or credit/debit card. If you wish to make a cash payment, you will need to pick up a “cash receipt” form from the London Towers office

or contact the office to have the form mailed to you. You will take the form to Adirondack Bank, located at 296 W. Main St, Ilion to make your payment. If rent is paid with a check that is returned for insufficient funds, a fee will be charged equal to the bank charges. Also, no further checks will be accepted from the resident. All further rent payments must be paid with a money order or credit/debit card.

Also, the Management has the right to serve notice to a resident with a delinquent rent account to pay rent within three days or be prepared to vacate the apartment.

### **CONTRACT RENT SCHEDULE**

<u>Unit Size</u>	<u>Contract Rent</u>
2 Bedroom	\$570
3 Bedroom	\$699
4 Bedroom	\$794

### **STATEMENT OF INCOME**

Income to report includes (but not limited to): fixed income, overtime, income from self-employment, tips and bonuses, welfare assistance, SSI, social security payments, workmen's compensation, disability benefits, unemployment insurance benefits, military, veterans pay, alimony, pensions, annuities, IRA payments, dividends, interest, and regular contributions by a relative or any other person.

Any and all lump sum payments must be reported. Lump sum payments are treated as assets and may not affect your rent payment. Reporting lump sum payments immediately may prevent the need for making repayments to the Housing Authority.

At the time of application, annual recertification and any other change, it is the responsibility of the tenants to submit accurate information regarding household members, their social security numbers, and all income information and income verifications.

Income verifications include such items as: copies of social security letters, W-2 form, current pay stubs and pay envelopes, statement of workmen's compensation, proof of unemployment, military allotment checks, pension letters, IRS tax returns, bank interest statements, stock dividend statements, court orders, affidavits from person making contribution in case of contributions by relatives or other persons and employer's report or standard allotment for tips.

The failure, neglect or refusal of a tenant to furnish information concerning his income or that of any family member of the household, or to cooperate in verifying reported income will be considered non-cooperation and will be assumed to indicate excess income. The tenant will be notified of his ineligibility, increase of rent, and legal action taken to obtain his eviction as not complying with the rules and regulations of the Housing Authority. However, upon submission of proper documents, rent will be recalculated on the basis of

verified income. In no event will credit be given for excess rent already charged as a result of failure, neglect or refusal of tenant to cooperate in income determination.

### **INTERIM RENT CHANGE**

All tenants are required to report to the management in writing within ten (10) days when there has been a change that will in turn affect the tenant's rent. The tenant will be sent a rent change notice when there has been a reported change or during the annual recertification. Changes to report include:

- The receipt of public assistance by the tenant or a spouse or the discontinuance of such assistance.
- Any change of employment status of a tenant or the tenant's family members, for example increased/decreased hours, lay-off, new job, second job.
- Addition of a household member.
- A household member's departure from residence.
- Regardless of age, a household member's start of employment, or receipt of income such as social security, alimony, workmen's compensation, unemployment benefits, pension, annuities, interest (which has not been previously reported).

### **SELF EMPLOYMENT**

A copy of IRS tax returns and business records relating to all income and expenses will be used by the Housing Authority to determine income. Records and their supporting evidence, including bills, receipts, bank pass books, statements, canceled checks and copies of tax returns, shall be available for examination by the management.

Any business, professional or commercial enterprises of any sort is strictly prohibited on the premises. This includes laundry for non-household members, cosmetology, car repair, etc.

### **STATEMENT OF POLICY**

The Ilion Housing Authority Annual Administrative Plan is available at the Housing Authority Office. It states the policies set by the Board of Commissioners under which the Authority operates. You should become familiar with them.

### **RESPONSIBILITIES OF MANAGEMENT**

It is the responsibility of management to provide maintenance, so that you and the families who come after you may live in healthful surroundings.

As in most privately owned apartment buildings, management reserves the right to enter your dwelling to make necessary repairs. In addition, inspections will be made to check

the condition of your apartment in order to determine what is needed to carry on our continuing maintenance program.

**Right of Entry:** The Housing Authority reserves the right to enter an apartment at reasonable times to make necessary repairs or changes that are required to be made. The Housing Authority may also enter the apartment at reasonable times to show the apartments to workmen and contractors. The Housing Authority may also enter the apartment at any time without the tenant's consent in case of emergency. When possible the Housing Authority will give twenty-four (24) hour notice before entering an apartment. If the tenant is not home, two staff members will enter.

**Maintenance requests** should be made to the office. No charge will be made for normal wear. You will be charged for any damages inside your apartment or in the public areas, which have been caused by you or your visitor's carelessness or neglect.

**Interior painting:** Each apartment, when it becomes vacant, will be painted. Although it is the Authority's goal to maintain a five-year paint cycle, repainting of apartments during continued occupancy will be done as time permits. Tenants that vacate their lease within the first six months may be charged 50% for repainting cost. Tenants that vacate their lease on or within the first 12 months may be charged for 25% of the repainting cost.

**Move-in inspections:** The Ilion Housing Authority and an adult member of the family will inspect the unit prior to signing the lease. Both parties will sign a written statement of the condition of the unit. A copy of the signed inspection will be given to the family and the original will be placed in the tenant file.

**Annual Inspections:** The Ilion Housing Authority will inspect each Project-Based Section 8 Housing unit annually to ensure that each unit meets the Ilion Housing Authority's housing standards. Work orders will be submitted and completed to correct any deficiencies.

**Preventative Maintenance Inspections:** This is generally conducted along with the annual inspection. This inspection is intended to keep items in good repair. It checks weatherization; checks condition of smoke detectors, water heaters, automatic thermostats and water temperatures; checks for leaks; and provides an opportunity for other minor servicing to extend the life of the unit and its equipment.

**Special Inspections:** A special inspection may be scheduled to enable HUD or others to inspect a sample of housing stock maintained by the Ilion Housing Authority.

**Housekeeping Inspections:** Generally at the time of annual reexamination, or at other times as necessary, the Ilion Housing Authority will conduct a housekeeping inspection to ensure the family is maintaining the unit in a safe and sanitary condition.



**Notice of Inspection:** For inspections defined as annual inspections, preventative maintenance inspections, special inspections, the Iliion Housing Authority will give the tenant at least two (2) calendar days written notice.

**Emergency Inspections:** If any employee and/or agent of the Iliion Housing Authority has reason to believe that an emergency exists with the housing unit, the unit can be entered without notice. The person(s) that enters the unit will leave a written notice to the resident that indicates the date and time the unit was entered and the reason why it was necessary to enter the unit.

**Pre-Move-Out Inspections:** When a tenant gives notice that they intend to move, the Iliion Housing Authority will offer to schedule a pre-move-out inspection with the family. The inspection allows the Iliion Housing Authority to help the family identify any problems which, if left uncorrected, could lead to charges. This inspection is a courtesy to the family and has been found to be helpful both in reducing costs to the family and in enabling the Iliion Housing Authority to ready units move quickly for the future occupants.

**Move-Out Inspections:** The Iliion Housing Authority conducts the move-out inspection after the tenant vacates to assess the condition of the unit and determine responsibility for any needed repairs. When possible, the tenant is notified of the inspection and is encouraged to be present. This inspection becomes the basis for any claims that may be assessed against the security deposit.

## **RESPONSIBILITIES OF THE TENANT**

**Boarders, Roomers, Businesses** – Regulations prohibit boarders and/or roomers. Management must approve conducting a home-based business activity from your apartment or on any Iliion Housing Authority property. Hanging a sign or anything else in the windows is prohibited. **Visitors staying more than three days must be reported to the office.**

**Alterations:** Tenants are not to alter any electrical wiring, fixtures, or fittings in the premises, not to use stencils, borders, paint, contact paper or wallpaper in the premises, not make any alterations whatsoever, without the written consent of the Director.

Any alternation to the smoke detectors or removal of batteries is strictly prohibited and will result in a maintenance charge.

Carpets and linoleum may be added to the apartments. They cannot be nailed or glued down. Black rubber padding is not allowed. Tenants may hang pictures and decorations on the walls, but when hanging pictures, please use small hooks, nails or screws. For removal purposes, the Housing Authority advises against using adhesive tabs.

**Interference of Other's Rights** – The tenant shall not disturb, annoy, endanger or inconvenience other tenants of the building or neighbors, nor use the premises for an

immoral, unlawful purpose, nor violate any law or ordinance, nor commit waste or nuisance upon or about the premises.

All tenants and their visitors will be respectful of the rights of others, their personal property and the Housing Authority's property. Violations include:

- Abusive or vulgar language
- Destruction or taking of personal items, i.e. plants, decorations
- Excessive noise (see below)
- Defacing property

**Noise Levels:** Noise should not be excessive as to interfere with the rights of others. The Housing Authority asks that all tenants be respectful of others' sleeping hours. Tenants will receive written warnings from the Director. Three written warnings may result in eviction proceedings.

**Smoking:** Smoking is prohibited in all apartments, IHA offices or internal areas as of October 1, 2017. Smoking is only allowed in the designated areas on the Ilion Housing Authority property. If a tenant or a guest of a tenant is smoking in an apartment or in non-designated area, the tenant will receive written warnings from the Director. Two written warnings may result in eviction proceedings. Please refer to the Ilion Housing Authority Smoking Policy for additional information.

The first offense will be a written warning from the Executive Director. The second offense will be a written warning and a \$150.00 fine. After two written warnings, eviction proceedings will begin.

**Drug/Violence:** Sale or use of illegal drugs is not permitted on the Housing Authority's property. Violent behavior will not be tolerated. Tenants are responsible for their visitor's actions. The first offense involving drug or violent behavior will result in immediate eviction.

**Maintenance:** You will want to keep the interior of your apartment clean and neat at all times. Bathrooms and kitchens (especially fixtures) should be cleaned daily. You are also responsible to assist the maintenance in maintaining common areas.

**Curfew:** All children under 18 years of age must vacate the playground and common areas by no later than 9:00 p.m. during the school year and 10:00 p.m. during the summer months.

**Cooking range** will give you maximum service only if you keep it clean and know how to use it. Broilers, trays and racks are easily removed for washing. Enamel surfaces should be wiped off daily. Use oven cleaner to clean the oven only. Do not use it on the outside. Cleaning liquids for the exterior of the stoves should be of a non-abrasive type such as "409" or "Bon-Ami".

**Range Hoods:** Range hoods have been installed for your protection and convenience. They should be used every time you use your stove. Low speed can be used except when frying or broiling in the oven, then high speed should be used. Use it even while making toast. If you do not use the range hood, you may set off the smoke detector in your apartment and the fire department will have to make an unnecessary trip, which is costly to the village.

**Refrigerators:** Please do not put warm items in your refrigerator, as it causes condensation. Do not try to clean units with sharp instruments. If you have any questions on use or maintenance, please call the office or maintenance.

**Clean your bathtub and sinks** with any good scouring powder or cleanser. It is important to keep the bathrooms free and clear from mold. After taking a shower, check the outside of the tub for water. Wipe up any water immediately. Each time the shower is used, make sure the curtain is tight to the wall. You will be responsible for any damage to the floors, walls or ceilings below. For an effective bathroom cleaner, use this solution: In a gallon jug, mix one quart bleach with ½ cup (any brand) powdered laundry detergent. Then fill with water. Spray and leave on for 15 minutes and then scrub.

**Floors:** Cleaning the tile can be accomplished with any good cleanser, such as Spic & Span. Waxing of floors is desirable provided you use a water emulsion wax; that is one that will dissolve in soapy water. Do not use a paste wax or plastic wax.

**Insects** sometimes get into the best kept homes. Promptly dispose of your entire garbage and keep floors clean. If you see any strange insects in your home, call maintenance immediately. Tenants are requested to call the office before using any insect sprays or bombs, as other tenants in the building may have allergic reactions to these products. Tenants are required to abide by all regulations pertaining to the moving of furniture in order to provide for proper insect control, and to pay the cost of fumigation or extermination.

**Window shades** should be rolled up when your windows are open. They won't last very long if you permit them to flutter in the breeze or get waterlogged from the snow or rain.

**Window Screens:** Do not remove window screens for any reason. If removing a screen seems necessary, call maintenance and let them do it. Holes in screens caused by family members or pets will be replaced by maintenance and charged to the tenant.

**Litter/Clutter:** You, your home and your neighborhood – in fact the entire Project-Based Section 8 Housing program is judged by its outside appearance. Do not litter on Housing Authority property. It is your responsibility to keep your home and surrounding area attractive, it is not our responsibility to pick up after you. Put newspapers, wrappers from cigarettes and candy, bottles, cans, debris, trash, junk in the waste containers, not on the lawn or sidewalks or in the doorways. All personal items (i.e. toys, bikes, etc.) shall be properly stowed each evening either in the apartment or in the back of the apartment in a neat and orderly fashion. Items shall not be left in the front of the apartment or in

common areas. Tenant shall receive a maintenance charge if maintenance staff has to clean up litter or stow personal items.

**Sewer plugging:** Please do not allow foreign objects such as toys, hair curlers, diapers of any kind, or sanitary napkins in toilet bowls or drains. A plugged sewer is usually not fair wear and tear and the tenant will be charged for the maintenance call.

**Light bulbs** are your responsibility. We will sell them to you at approximately our cost. Sixty watt is the maximum that can be used.

**Trash and Garbage disposal:** Dumpsters are provided for your convenience. They are to be used for all compactable, non-recyclable trash. All trash must be put into plastic bags and tied before placing in the dumpster. Each unit is provided a container for recyclable items. All metal, glass, and plastic containers must be rinsed to remove all food residue. To dispose of items that are not recyclable and non-compactable (such as tires, furniture, rugs, appliances) call the Maintenance Department. **Do not place these items in or around the dumpster, or outside your unit.** The Maintenance Department will instruct you as to what to do. If the garbage collection areas are not properly used, the areas could become unsightly and unsanitary. Your cooperation is appreciated. Don't assign the garbage detail to children. Tenants who do not follow proper disposal procedures will be charged a maintenance fee for any work completed by IHA staff.

**When in doubt - Refer to the recycling poster or ask the maintenance department.**

**Mineral Deposits – Toilet Bowls:** We have had some trouble with lime and other minerals from the water supply forming obstructions in the plumbing. The flushing holes under the upper rim of some toilet bowls become plugged with these minerals, causing slow or non-flushing. If you encounter slow flushing for no apparent reason, call maintenance. Cleaning helps. If you don't have a bowl mop, please get one and clean regularly under the upper rim.

**Snow Removal:** It is the goal of IHA to keep the parking lots and walkways clear.

**Remington Park:** When we are expected to receive four inches or more of snow all residents shall move their vehicles to the back parking lot until snow removal operations have been completed. Maintenance staff will clear a walkway from the back parking lot to the buildings. Maintenance staff will clear the walkways between buildings. Tenants are responsible to clear snow and ice from their doors to the sidewalks. Salt will be provided by IHA.

**Ilion Heights:** Because of the limited parking space, IHA will coordinate snow removal operations with the snow removal on the adjacent streets. Maintenance staff will clear all walkways in front and between buildings. Tenants are responsible to clear snow and ice from their doors to the front sidewalks. Salt will be provided by IHA.

**Telephone and Television:** Installation is permissible only where the built in outlets are located. Arrangements for phones and/or cable TV are made between you and the supplier; they are not a function of the Housing Authority.

**Air Conditioning** – Air conditioners are permitted in all apartments subject to the following;

- a. Must be 110 volts, maximum BTU 9000.
- b. May be installed May 1<sup>st</sup> and must be removed by September 30<sup>th</sup>.
- c. The unit may go in the window of the living room or the bedroom.
- d. Procurement, installation and removal is at resident's expense.  
If you have any problem about selection or installation, please contact maintenance at (315) 894-8524.
- e. Only extension cords designed for AC may be used.
- f. Utility charge of \$30.00 per year, payable upon installation.
- g. Utility charge of \$30.00 per year per AC, payable upon installation.

**Maintenance:** The Housing Authority maintenance staff is not able to assist residents with repairs to personal items. The only exception to this rule is installation of ceiling fans.

Fee for installation of ceiling fan is \$10.00

Fee for removal of ceiling fan is \$10.00

**Solicitors:** According to Village of Ilion policy, all solicitors must obtain a permit. If the tenant has questions regarding a solicitor, call the Police Department at (315)894-9911. Solicitors are prohibited on the Ilion Housing Authority property without the proper permit for the safety and privacy of our residents.

**Display:** Tenants are not to place any signs or notices on the premises, including windows.

Tenants will refrain from erecting or hanging antennas, satellite dishes or any other article on or from any part of the building or dwelling unit or any other structure.

If such items are discovered and not immediately removed by the resident, the article will be removed at the tenant's expense. Charges will be assessed to the resident for labor and damage to Ilion Housing Authority property.

**Renter's Insurance:** The Housing Authority is insured for Ilion Housing Authority structures and property only. **The Housing Authority does not insure tenant's personal belongings.** The management suggests that each tenant purchase renter's insurance from his or her own insurance company.

**The tenant shall not add or change locks on any of the doors in the premises.**

## **MOVE OUT PROCEDURES**

Upon proper notification (see lease section) of intent to vacate an apartment:

- All personal items must be removed.
- The stove and refrigerator must be cleaned, both inside and outside.
- All sinks, tub and toilet must be cleaned.
- Floors must be swept and mopped.
- At time of move-out inspection, it will be determined if the walls and ceilings need to be cleaned. (Tenants who have smoked in the apartment will need to wash down the ceilings and walls.)
- All shades and fixtures present at the time of move-in must remain.
- All keys must be returned to the Ilion Housing Authority office by the effective date of move-out.

If move out procedures are not followed and the apartment is left in poor condition, the tenant could be charged for additional cleaning.

## **YOUR TENANT REPRESENTATIVE**

Your tenant representative is your voice in setting policy for the administration of the Housing Authority. Representatives are elected by the tenants to sit on the Board of Commissioners for a term of 2 years. It is the responsibility of the representative to act on behalf of the tenants while serving on the board. It is the tenant's responsibility to make his/her opinion on policies and administrative matters known to the representative. It is not the responsibility of the representative to hear grievances or complaints. These should be directed to the Executive Director.

## **VEHICLES**

**Parking**– In most instances, parking space is provided, one per family. All residents must register their car with IHA. Tenants that require an additional parking space must receive approval from IHA. Additional parking spaces will be granted only when available. For Remington Park residents, all additional parking spaces will be located in the secondary lot only. All residents must register their car with IHA and display an IHA sticker when parking on IHA property. The sticker may be placed on the bumper of the car or placed on the dashboard inside the car. For those who do not want to place the sticker on the bumper may obtain a sticker attached to an index card that can easily be placed on the dashboard when needed. Failure to register your car or display the proper sticker may result in loss of parking privileges. Please don't use or overlap your neighbor's space. Don't use your space for dead storage. Park your car heading in to avoid overhanging the sidewalk or damaging the yard or lights. No motorized dirt bikes, four wheelers, snowmobiles or recreational vehicles shall be permitted, stored or used on Authority property.

**Visitor Parking:** Visitors are not allowed to utilize tenant parking unless approved by IHA. All overnight visitor parking must be approved by IHA.

**Remington Park:** Visitor parking is allowed in the lower parking lot or on adjacent streets.

**Ilion Heights:** Visitor parking is allowed on adjacent streets.

**Car washing, repairs or oil changing** will not be permitted in the parking area nor anywhere on Authority property. All automobiles parked on the premises must be registered with the office. The office should be notified regarding the cars of overnight guests. No unregistered vehicles will be allowed on the premises. If your vehicle has an oil or gas leak it must be removed from IHA property immediately.

**Parking Violations:** Tenants will receive a written warning for any parking violations. Three (3) written warnings will result in loss of parking privileges and/or eviction proceedings.

## **PET POLICY**

**EXCLUSIONS:** This policy does not apply to animals that are used to assist persons with disabilities. Assistive animals are allowed in all Project-Based Section 8 Housing facilities with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe and sanitary manner and to refrain from disturbing their neighbors.

**Pets in Project-Based Section 8 Housing:** The Ilion Housing Authority allows for pet ownership in its developments with the written pre-approval of the Housing Authority. Residents are responsible for any damage caused by their pets, including the cost of fumigating or cleaning their units. In exchange for this right, resident assumes full responsibility and liability for the pet and agrees to hold the Ilion Housing Authority harmless from any claims caused by an action or inaction of the pet.

**Approval:** Residents must have the prior written approval of the Housing Authority before moving a pet into their unit. Residents must request approval on the Authorization for Pet Ownership Form that must be fully completed before the Housing Authority will approve the request. Tenants who house pets prior to written approval will be required to remove the pets within 48 hours or eviction proceedings will be initiated.

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

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

Only **one** pet per unit will be allowed according to this schedule.

No visiting pets or “pet sitting” is allowed on the Housing Authority property.

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

No animal may exceed **twenty-five (25) pounds** in weight projected to full adult size.

**Inoculations:** In order to be registered, pets must be appropriately inoculated against rabies, distemper and other conditions prescribed by state and/or local ordinances. They must comply with all other state and local public health, animal control, and anti-cruelty laws including any licensing requirements. A certification signed by a licensed veterinarian or state or local official shall be annually filed at re-exam time with the Ilion Housing Authority to attest to the inoculations.

**Pet Deposit:** A pet deposit of \$150.00 is required at the time of registering a pet. The pet deposit must be paid in full before the pet enters the residence. The deposit is refundable when the family vacates the unit, less any amounts owed due to damage beyond normal wear and tear.

**Financial obligation of resident:** Any resident who owns a pet will be required to pay for any damages caused by the pet. Also any pet-related insect infestation in the pet owner's unit will be the financial responsibility of the pet owner and the Ilion Housing Authority reserves the right to exterminate and charge the resident.

**Nuisance or threat to health or safety:** The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas.

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

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

**Designation of pet areas:** Pets must be kept in the owner's apartment or on a leash at all times when outside the unit (no outdoor cages may be constructed). Pets will be allowed only in designated areas on the grounds of the property if the Ilion Housing Authority designates a pet area for the particular site. Pets must be walked directly to the designated areas. Pet owners must immediately clean up after their pets and are responsible for properly disposing of pet waste.

**Remington Park Pet Designation Area:** Northwest of the playground near the fence line.

**Ilion Heights Pet Designation Area:** Near the basketball court.

With the exception of assistive animals no pets shall be allowed in the Housing Authority main office.



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

**Miscellaneous pet rules:** Pets may not be left unattended in a dwelling unit for over **twenty-four (24) hours**. If the pet is left unattended and no arrangements have been made for its care, the Housing Authority will have the right to enter the premises and take the pet to be boarded at a local animal care facility at the total expense of the resident.

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

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

Pets cannot be kept, bred or used for any commercial purpose.

Residents owning cats shall maintain waterproof litter boxes for cat waste. Refuse from litter boxes shall not accumulate or become unsightly or unsanitary. Pet waste from litter should be removed and disposed of daily. Litter shall be disposed of in an appropriate manner.

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

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

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

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

**Removal of pets:** The Ilion Housing Authority, or an appropriate community authority, shall require the removal of any pet from a project if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the project or of other person in the community where the project is located.

**Pet Violations:** Violation of pet rules may lead to eviction proceedings.

## MAINTENANCE WORK ORDERS

**How to report needed repairs:** During business hours, call the office 894-2159 and the staff of the Housing Authority will answer, make record of the request and inform the maintenance staff. When calling, the tenant should provide their name, apartment number and the repair needed.

**Maintenance Emergencies:** After office hours, call the maintenance line at 894-8524. The on call maintenance worker should answer. If there is no answer, call the Police Department at 894-9911. Minor repairs, complaints, and rental inquiries are to be referred to the office during regular office hours. Emergencies include:

- Fire (Call the Fire Department first)
- Broken lock on a first floor window or entry doors
- Waterlogged ceiling in danger of falling
- Electrical outlet smoking or sparking
- Major plumbing leaks or flooding
- Electrical situation which could result in shock or fire
- No heat when the outside temperature is below 50 degrees
- No running water
- Utilities shut off
- Broken glass where someone can get cut
- Obstacle which prevents tenant's access or exit
- Nonfunctioning toilet
- Lock out (after hours lock-out person should be contacted first (315) 444-9199)
- Elevator break-down
- Refrigerator not working

## MISCELLANEOUS

**Respect for lawns:** Cutting across lawns will ruin the appearance of your home. Please use the sidewalks.

**The heat** in your apartment is sufficient to keep you comfortable and healthy. To avoid the necessity of assessing extra utility costs on all of us, please use the electricity with good sense. You can help by not opening windows while the heat is on.

**Space Heaters** of any kind are prohibited.

**If a circuit breaker** kicks out, find out the cause and correct it before snapping it back in. If you cannot find the cause, call maintenance.

**Hanging pictures:** Tenants may hang pictures and decorations on the walls, but when hanging pictures, please use small hooks, nails and screws. For removal purposes, the Housing Authority advises against using adhesive tabs.

**Curtain Rods** are available at the maintenance department. These curtain rods are spring loaded and will be installed between the window frames with no hardware.

**Water beds** are not permitted in the apartments.

**Fire Safety:** Please use good judgment with electrical appliances, especially with Christmas trees and decorations. Use the kitchen range with total safety in mind; never use the oven as additional heat source.

**Doormats:** As a result of accidents involving doormats, we cannot permit them outside of your apartment.

**Use of Housing Authority's tools:** Due to safety reasons, tenants are not allowed to use the Housing Authority's tools; therefore tenants and/or their families should not ask to borrow them.

**A Wading Kiddy Pool** is a small shallow swimming pool not more than 12 inches deep and not wider than 6 feet in diameter. Pools should be emptied each night. Tenants may use a hose from their apartment to fill the pool. The water must be turned off and the hose stowed when you finish filling the pool. *(Note: Using hoses from apartments is prohibited for all other uses.)* Pools should be filled one time per day. Pools should not be placed in high traffic areas (near sidewalks) and should not disturb landscaping. Tenants will be responsible for any landscaping damages. At any point when the pool has water in it, 100% parent supervision is required. When you are no longer using the pool it must be properly emptied. It must be emptied in a manner that does not affect walkways or create mud. After the pool is emptied, it must be properly stowed away.

## **CONSERVATION OF ENERGY**

With the real and increasing shortage of all types of energy and natural resources, cooperative savings programs are required by all Ilion Housing Authority residents.

Energy in our case means electricity. Electricity to us means heat, lights, cooking, hot water, laundry, appliances and elevators. Energy cannot be easily controlled in all electric installations, nor can it be easily rationed.

To assist in energy conservation, the following steps are suggested:

### **Electricity Conservation:**

- Wear additional clothing such as sweaters dress fully all day.
- Turn off any lights or appliances any time they are not in use.
- Keep windows and doors closed.
- Wash clothes when you have a full load.
- Conserve hot water.
- Teach children to turn off unnecessary lights and appliances.
- Report broken or missing windows and leaky faucets or toilets immediately.

**During the normal heating season in the winter months, tenants will be charged \$20.00 for any open windows when temperatures fall below 50 degrees.**

**CURRENT CHARGES**

**Excess Utilities:**

Freezer	\$ 4.00 monthly
Air Conditioner	\$30.00 annually per AC
Washer	\$ 4.00 monthly
Dryer	\$ 6.00 monthly
Open Window during Winter Months	\$20.00 per day

**Maintenance:**

Labor, Non – fair wear & tear	
Straight time – Foreman	\$18.00
Maintenance man	\$16.00
Parts & Materials	billed at cost
Pet Waste Removal (per occurrence)	\$ 5.00
Lock Change	\$10.00 Labor charge, plus cost of Key and core for lock

All charges are based on actual cost to the Housing Authority and are therefore subject to change.

Maintenance Duty Hours: 7:30 am – 4:00 pm

**ANTI-FRAUD POLICY**

The Ilion Housing Authority is fully committed to combating fraud in its Project-Based Section 8 Housing program.

Although there are numerous different types of fraud that may be committed, the two most common are the failure to fully report all sources of income and failure to accurately report who is residing in the residence. The Ilion Housing Authority shall aggressively attempt to prevent all cases of fraud.

When a fraudulent action is discovered, the Ilion Housing Authority shall take action. It shall do one or more to the following things depending on circumstances and what it determines appropriate:

- A. Require the resident to immediately repay the amount in question;
- B. Require the resident to enter into a satisfactory repayment agreement as set forth in a previous section of this policy;
- C. Terminate the resident’s tenancy;

- D. Refer the case for criminal prosecution; or
- E. Take such other action as the Ilion Housing Authority deems appropriate.

## **GRIEVANCE PROCEDURES**

**INFORMAL REVIEW PROCEDURE:** Any grievance shall be personally presented either orally or in writing to the Authority office so that it may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within a reasonable time and a copy given to the tenant. The summary shall specify the names of the participants, date of the meeting, the nature of the proposed disposition of the complaint and the specific reasons, therefore, and shall specify the procedures by which a hearing may be obtained if complainant is not satisfied.

## **HEARING PROCEDURES:**

- A. The complainant shall submit a written request for a hearing to the office within **ten (10) days**. The written request must specify the reason for the grievance and the relief sought.
- B. The Ilion Housing Authority will utilize the services of the Dispute Resolution Center to provide a hearing officer.
- C. Failure of the complainant to request a hearing in accordance with this paragraph will make the Housing Authority's determination final.

## **DECISION OF THE HEARING OFFICER:**

- A. The hearing officer shall prepare a written decision together with the reasons within a reasonable time after the hearing. A copy of the decision shall be sent to the complainant and the Housing Authority. The Housing Authority shall retain a copy of the decision in the tenant's file.
- B. The decision of the hearing officer shall be binding on the Authority which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Housing Authority Board of Commissioners determines within a reasonable time, and promptly notifies the complainant of its determination that
  - 1) The grievance does not concern Housing Authority action or failure to act in accordance with or involving the complainant's lease on Authority regulations, which adversely affect the complainant's rights, duties, welfare or status; or
  - 2) The decision of the hearing officer is contrary to applicable Federal, State or local law, HUD regulations or requirements of the Annual Contributions Contract between HUD and the Housing Authority.

- C. A decision by the hearing officer or Board of Commissioners in favor of the Authority, or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, not effect in any manner whatever, any rights the complainant may have to trial de novo or judicial review in any judicial proceedings, which may thereafter be brought in the matter.

**EVICTION ACTIONS:**

If a tenant has requested a hearing in accordance with these procedures on a complaint involving an Authority notice of termination of the tenancy and the hearing officer upholds the Authority's action to terminate the tenancy, the Housing Authority shall not commence an eviction in a State or local court until it has served a notice to vacate on the tenant, and in no event shall the notice to vacate be issued prior to the decision of the hearing officer having been mailed or delivered to the complainant. Such notice to vacate must be in writing and specify that if the tenant 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 will be brought against him and he may be required to pay court costs and attorney fees.