

HOUSE RULES
MOORESVILLE AFFORDABLE DEVELOPMENT
PO BOX 1087
1046 N MAIN STREET
MOORESVILLE, NC 28115
PH: (704) 664-1659 FAX: (704) 664-6407

Office Hours:

- Monday-Thursday 8:00 AM to 5:00 PM
- Fridays 8:00 AM to 12:00 PM
- Website: <https://moorevilleha.org>

Rental Payments:

- Rent is due on the 1st day of the month and is payable by the 5th day of the month. If the 5th falls on a weekend or holiday, the next business day is considered to be the 5th day of the month.
- If rent is not paid by the 5th day of the month, a late charge of \$10.00 will be assessed on the 6th day of the month.
- Eviction papers for non-payment are filed 30 days after the late fee notice is issued if rent remains unpaid.
- Rent may be paid using personal checks, money orders, cashier's checks, and online using the tenant portal. Personal checks will not be accepted for any resident whose check is returned for insufficient funds after two incidents. Cash is never accepted.
- Lease violation for nonpayment of rent and charges resulting in a Magistrate Court Action of three (3) times within a 12-month period shall result in a 30-day notice of termination.
- MHA does not accept partial payments for rent. Residents must pay their full balance due each month. If you have failed to pay the previous month of rent and are under an eviction action, you will be required to pay your balance in full to stop the eviction process.

Security Deposit:

- Security Deposit of \$200.00 due at the time of move in. The resident may request a payment agreement and the balance can be paid over a three-month period, with the first payment being due at the time of move in.
- Refer to section 7 of your dwelling lease for the refund process of your security deposit.

Maintenance and Work Orders:

- To place a work order for routine maintenance, you will call our main office at (704) 664-1659 and report the work that needs to be completed. We process work orders as soon as possible after the residents reports the issue.
- To report a work order for emergency work outside of normal business hours, Residents will call the office at (704) 664-1659 and then follow the prompts.
- Emergencies are: gas leak inside unit, severe water leaks, unsecured door or window, no heat if inside thermostat reads less than 65 degrees, and smoke detector not working.
- When calling to report a work order, you are providing MHA staff permission to enter your unit in the next 15 days to make the repair. If the repair is not done within 15 days, someone will notify you and let you know when a staff member will be arriving to make the repair.



- Maintenance staff perform routine maintenance on filters and smoke detectors. MHA also has a pest control company that treats each unit on a triennial basis. These preventative maintenance visits are scheduled one year in advance and are sent out in the newsletter.
- For non-routine work orders, MHA Staff will provide you with a written 48-hour notice prior to entry. Notices will include delivery to your unit or via mail or email. This will include 3rd party inspections and MHA inspections.
- Failure to allow entry into the unit for an inspection or scheduled work for which residents have been given proper notice is a serious lease violation.
- Residents should give prompt notice of any defects in the plumbing, fixtures, appliances, heating equipment, or any other part of the unit or facilities.

Guests/Conduct:

- Residents may have guests. The time limit for a guest is 14 overnight stays in a 12-month period. An overnight stay is defined as being in the unit for more than 12 hours in a 24-hour period.
- Residents and guests are expected to act in an appropriate manner. Listed offenses are considered examples of serious violations of these House Rules:
 - The sale, use, possession, or distribution of illegal drugs or sale of alcoholic beverages on the property.
 - Threats of harm, use of profanity, or intimidation toward MHA Staff, Vendors, or law enforcement officers.
 - Refusal to present sufficient identification to verify one's identity to MHA Staff or law enforcement officers.
 - Quiet time on MHA Property is from 10:00 PM until 7:00 AM for all areas.
- Persons using your address for mail, law enforcement, or any other reason will be considered an unauthorized person residing in your unit and can result in the termination of your lease.
- Babysitting a resident's children or other children at a resident's unit on a regular basis by an individual not listed as a household member on the lease will not be allowed unless prior approval from the MHA office is received.
- Former residents of MHA who have been evicted are not permitted as overnight guests in any MHA units. An overnight guest is defined as being in a unit for more than 12 hours in a 24-hour period.

Vehicles:

- Residents are allowed to have up to 2 vehicles on the property, but not more than one vehicle per adult listed on the lease. All additional vehicles must be stored off property.
- Vehicles registered to the Resident, or another household member must display a parking permit on the back left side of the rear window. Permits will be issued by the MHA office during normal business hours.
- You must have a valid tag, current insurance, and the vehicle must be in running condition, including fully inflated tires. Any vehicles that do not meet these criteria will be towed at the owner's expense.
- Residents are not allowed to work on their vehicles in the parking lot or on the streets, unless you are just changing one flat tire.
- Residents and guests are never allowed to drive vehicles, motorcycles, mopeds, or scooters on the grass or sidewalks. All vehicles are required to remain in the parking lot or on the street. If a resident or their guest drives a vehicle in the grass and causes damage, the resident will be charged for the damages.
- Motorized vehicles of any type are prohibited from being stored inside your unit.



- There are NO assigned parking spaces at West End or Circle Drive other than the units with a handicapped parking space, and all parking is on a first come first served basis. Duffy Drive has two spaces per unit directly in front of each unit.

Pets:

- A detailed pet policy is provided to each family. Residents must abide by the provisions of the pet policy, or you will risk violating their lease.
- Residents are not allowed to feed stray animals in the community. Do NOT leave food and water bowls out for animals as this will attract rodents and other critters to hang around the area.
- Residents must pick up after their pets and ensure that pets are free of fleas and ticks.

Littering:

- Each unit is provided with a trashcan. All household trash must be bagged before depositing it into the trashcan.
- The Town of Mooresville will retrieve each can from the curb each week at no cost to the tenant. Once the trash has been picked up, the resident will need to return their trash receptacle to the space at the rear of their unit.
- If a resident has a large item that needs to be picked up, you must call the Town and verify that the item will be picked up by the trash department, and on what day. If a resident places large items on the curb without verifying the items will be picked up, the resident will be charged for MHA disposing of the item.
- Any residents that have trash or other items in their grass when MHA staff performs routine landscaping will incur a \$10.00 charge if staff has to remove the item in order to mow or trim. This charge will also apply to any resident that does not return their trash receptacle to the rear of their unit by the end of the day when trash is picked up.
- Residents are not allowed to keep indoor items outside on their stoops or enclosed porches.
- Any pet food found by MHA staff outside or in the enclosed porch areas will be removed and discarded. This includes water dishes as water attracts mosquito larvae.

Housekeeping:

- Units should be kept in a safe and sanitary condition. Safe housing means housing that does not jeopardize the health, safety, and wellbeing of its occupants.
- If a resident fails an inspection due to housekeeping, or MHA staff find housekeeping violations while visiting your unit, the Resident will be placed on special housekeeping protocol.
- Three (3) failed housekeeping inspections will result in a 30-day notice of lease termination. Any damages to the unit beyond normal wear and tear will be charged to the tenant's account.
- Below are the tenant responsibilities for housekeeping standards:

General Housekeeping

- Walls free of dirt, grease, holes, cobwebs
- Floors clean and dry, and free of tripping hazards
- Ceilings free of holes, cobwebs, and splatters.
- Windows should be cleaned, not blocked by furniture, with shades intact.
- Baseboards should be free of dust, gouges, scratches, etc.
- Doors should be free of grease and dirt.
- Outside heating and air conditioning units should never have anything placed on top of them or immediately next to them.
- Trash must be removed from the unit on a regular basis and stored inside of your outdoor can.

Kitchen



- Stove/oven must be clean and free of built-up grease and never used to store cookware
- Refrigerator must be clean and not contain expired products that cause mold or odor.
- Freezer should not be over filled so that air cannot circulate which causes a buildup of ice.
- Cabinets should be cleaned and free of grease and splatters. Cabinets that contain plumbing fixtures should be clean and MHA staff should have access to all pipes and/or drains.
- Sinks should be clean and free of dirty dishes, grease, garbage. Dishes should be cleaned and put away promptly.
- Trash/garbage inside the unit should be moved to outside of the unit and placed in the rolling can promptly to ensure it doesn't attract pests inside the unit.

Bathroom:

- Toilet and tank should be cleaned on a regular basis to prevent staining and odors.
- Tub/shower should be clean and free of mold/mildew. If your bathroom is equipped with an exhaust fan, you must run this while taking a shower or bath as it will eliminate the steam from the room and decrease your chance of developing mold/mildew.
- Bathroom sink should be clean and free of food, trash, or personal care products.
- Exhaust fans should be dusted on a regular basis.
- Floors should be clean and dry.

Storage Areas:

- Linen closets and laundry rooms should be kept clean and organized.
- No highly flammable material is to be stored inside the unit.
- All inside and outside areas should be kept free of clutter.
- Enclosed patios should not be used to store items that belong inside.

Extended Absence or Abandonment

- Your lease requires you to live in your unit and you cannot have more than one place of residence.
- Residents cannot be absent from their unit for more than 14 days without notifying MHA staff. In the event that you will be gone for more than 14 days, please notify the office and provide them with an expected return date.
- Under no circumstances may a single-member household be absent for six (6) months or more. A resident that is placed in an assisting living facility or rehabilitation center will be required to submit a letter from a physician that states you will be returning to the unit within six months.
- A resident that is out of their unit for any extended period of time will be required to continue paying their rent and all tenant paid utilities.
- Upon the death of a resident, or if there is more than one resident, upon the death of all residents, either the landlord or the personal representative of the Resident's estate may terminate the lease. The termination of a lease under this section will not relieve the resident's estate from liability either for payment of rent or other charges owed prior to the move out inspection, or for the payment of amounts necessary to restore the premises to its condition at the time of move in.
- If the last remaining family member passes away, MHA will allow the listed contact to enter the unit for the sole purpose of removing all personal belongings. If the listed contact does not reach out to MHA within 3 days, MHA will reach out to any other listed contact on file. If both contacts fail to contact MHA, the North Carolina Statutes regarding removal and storage, and charges to personal property will be followed by MHA.
- The emergency contact has until the end of the month in which the sole member passed away to remove all belongings and turn over the keys to MHA Staff. If the emergency contact needs extra time, they may request it, but never to exceed thirty (30) days. Rent will accrue until the keys are turned in or until a Writ of Possession is issued by the Courts, whichever is later.



Occupancy

- You are responsible for the actions of the children, adults, and guests in your household at all times.
- Water, sewer, and trash are covered by MHA, but residents will be required to have their electricity turned on in their name within 2 business days of lease signing. Duffy Drive residents are also required to have gas turned on in their name within 2 business days of lease signing.
- All tenant supplied utilities must remain on at all times. If your electricity (or gas at Duffy Drive) is turned off for non-payment, you may receive a 30-day notice of termination.
- You are expected to be respectful of your neighbors and community. Disturbing the right to peaceful enjoyment of your neighbors will not be tolerated.
- If you experience a violation of the peaceful enjoyment of your property due to something that a neighbor is doing, you must put the complaint in writing. All complaints must be mailed to PO Box 1087 or hand delivered to 1046 N. Main Street. We will not accept anonymous complaints regarding lease violations. If you have a police report to attach to your complaint, or a police report case number, then please make sure that you include it with your complaint.
- Residents must not use their unit for purposes other than solely as a dwelling unit.
- Resident must use electrical, plumbing, sanitary, heating, air conditioning, and ventilation equipment in a safe manner and only for its intended purpose.
- Residents and their guests will not discharge or threaten to discharge a firearm of any type, including BB Guns, pellet guns, paintball guns, archery equipment, or slingshots. Any sharp-edged or pointed objects, such as knives or swords will not be used in a threatening manner. If you see or hear anyone attempt to harm another person or threaten another person using any of the objects listed above, you should immediately call 9-1-1. Discharging a firearm in a residential setting is a serious lease violation.
- If the police are called on a resident three or more times for violating the right to peaceful enjoyment or other noise/disturbances, that resident may receive a 30-day notice of termination.
- Tenants and/or their guests may not use loud, profane, rude, unmannerly, insulting, foul, offensive, obnoxious or threatening language or threatened abusive or violent behavior either by person, phone, letter, or by email when speaking to or in the presence of MHA staff, contractors, or other residents.

Smoking, Alcohol and Drugs

- Drinking alcoholic beverages is strictly prohibited anywhere on MHA property unless it's in the privacy of your unit.
- Smoking tobacco products, vapes, and/or e-cigarettes is strictly prohibited inside of any MHA owned property unless you are at least 25 feet away from any and all structures. This rule applies to residents, guests, and anyone conducting business on the property.
- There are no designated smoking areas.
- MHA has a zero-tolerance policy for drug activity on or off the premises by household members and on the premises by all other individuals. If a family member is charged with drug activity anywhere, the family will be subject to a 30-day lease termination. If there are any police reports involving drug activity at a unit, the family will be subject to a 30-day lease termination.
- In the event that federal government legalizes marijuana for recreational or medical use, this property is subject to HUD rules and regulations which prohibits the use of marijuana or tobacco products of any kind on the property.



Grounds and Common Areas

- You are responsible for pickup up and properly disposing of litter and debris from and around your apartment. Items are not to be left in the yard areas. The grass must be free of items and trash when maintenance arrives to mow. If staff has to stop and pick up items in your immediate area, you will be charged \$10.00.
- Consumption of alcohol is not permitted in the yard or common areas.
- Swimming pools of any type are not allowed on any MHA property as our liability insurance does not permit it.
- Damage to trees, shrubs, and grass on MHA property will not be tolerated. Residents will be charged the cost of replacement if anyone in their household or their guests damage any plantings.
- Residents may only keep plants in pots and on concrete areas as long as they don't block walkways from being accessible by wheelchairs or pedestrians. No pots or plants are allowed to be placed in the grass area or plant beds.
- MHA pays for the cost of sewer and water, and therefore, residents are not allowed to wash cars or fill up any large outdoor items on the property.
- MHA has zero tolerance for graffiti, vandalism, or malicious damage done to the any MHA property. Residents are responsible for their family members as well as their guests. If a Resident allows anyone to damage the buildings or grounds, that Resident's lease may be terminated.
- Solar lights are not permitted to be placed in the ground or along walkways.
- Gas grills must not be used within 15 feet of any building. Grills may only be stored outside on the concrete patio and gas containers are never allowed to be stored inside your unit.
- The use of fireworks or explosives are strictly prohibited on MHA property.
- Only outdoor furniture and outdoor items are allowed to be kept on your patio or front stoop.

Banned Individuals

- MHA has the right to ban individuals from the property.
- MHA keeps a list of all banned individuals and new move ins are given the list for their record.
- If MHA bans anyone from the property, a notice will be sent to the property in which an incident occurred, and their name will be added to the list.
- Residents allowing a banned person to enter their unit may receive a 30-day notice of lease termination.

Satellite Dishes/Cable Installation

- Residents are responsible for all fees associated with cable and internet.
- Residents may have a satellite, but the satellite must not be attached to any building. The dish may be installed on the clothesline pole only.
- Residents wishing to have cable, satellite, or internet installation, should contact the office first to ensure you are following the proper guidance. Maintenance can meet with an installer if notified in advance to ensure that proper procedures are followed.
- Any resident that fails to notify the office first and allows improper installation to occur will be charged for the cost of the damages.

Move-Out

- Residents must turn in all keys upon moving out. Rent will not stop until the keys are returned to MHA.
- Residents must provide a 30-day notice when moving out of your unit or you will forfeit their Security Deposit.



- MHA will process Security Deposit refunds within 30 days of the move out date, minus any charges for damages beyond normal wear and tear and unpaid rent or other charges.

Pest Control

- Resident will promptly notify MHA when you notice an infestation of any kind inside your unit. An infestation is defined as insects that are too numerous for the resident to treat on their own, or one or more rodents.
- Resident will fully cooperate with MHA's pest control policy.
- Residents that have poor housekeeping that attracts an infestation will be charged the cost of additional pest control visits.
- Bed bugs must be reported immediately, and residents will not be charged.
- Residents are responsible for ensuring pets are treated for fleas and ticks. If a resident has an infestation of fleas due to a pet, you will have 30-days to cure the issue or you will receive a lease termination notice.
- Residents who are disabled and have a medical accommodation stating the unit cannot be treated for pests on a routine basis will be required to treat all pests at your own expense. Infestations that occur in your unit will result in termination if not cured within 30-days.

Mold

- Residents will make every effort to prevent or eliminate mold or mildew in their unit. Residents must keep in mind that some seasons are more prone to mold than others.
- Bathroom exhaust fans must be used to prevent the buildup of moisture. If your unit does not have an exhaust fan, you must open your bathroom window to remove excess moisture and close it when you leave the bathroom.
- Damp or wet clothes and towels should not be stored inside and should be hung outside on a clothesline to dry.
- Do not leave heavy blackout curtains closed as it allows moisture to build up around the windows. Open them daily to allow air flow around the windows.
- If you notice mildew or mold forming in the bathroom or around windows, you must clean those areas with bleach or vinegar to remove the growth before it worsens.
- If you notice excessive mold or mildew growth occurring in an area of your unit and normal cleaning does not remove or prevent it, please contact MHA immediately for further investigation. We will come out and check for leaks or other issues.

Unit Alterations

- Residents are not allowed to do any of the following to their dwelling structure or outside area:
 - Dismantle or remove any appliance or equipment from their unit;
 - Paint or install wallpaper or contact paper;
 - Attach awnings or window guards;
 - Attach any signs or fences, including invisible pet fencing;
 - Remove any screens or doors from their unit;
 - Install permanent carpeting that is attached to the floor, or cover the existing floor with new floors;
 - Attach any aerial antennas, communication towers, satellite dishes, etc. to any part of the dwelling unit.
 - Operate a business inside your unit with prior written permission.



Charge for Returned Checks

- There is a charge of \$15.00 when a personal check is returned for insufficient funds.
- Residents will not be allowed to pay with a personal check after two checks have been returned for insufficient funds.

Keys and Locks

- The tenant agrees not to install additional or different knobs or locks on any doors or windows of their unit.
- Dwelling keys cannot be duplicated by the Resident. You must contact MHA if you wish to get an additional or replacement key. The charge for this key is **\$3.00** and that charge will be added to your rental account at the time you pick up the key.
- When the lease agreement ends or the Resident moves out, you must return all keys to the MHA office.
- Any requests to have your locks changed will result in a charge to the resident for parts and labor.
- Lockouts during normal business hours are charged to the Resident in the amount of **\$5.00**.
- Lockouts after hours are charged to the Resident in the amount of **\$35.00**.

Resident Procedural Rights

- Termination of Tenancy and Assistance: The termination procedures require that owners provide adequate written notice of termination of the lease which shall not be less than:
 - A reasonable time period not to exceed 30 days; or
 - 14 days in the event that the health and safety of other residents are threatened, or drug related or criminal activity has occurred on the property.
- Grievance Process: The following procedural rights will apply to all residents:
 - Residents will be provided with notice of specific reasons for a proposed action, as well as their rights to an informal hearing with the owner;
 - Residents will have an opportunity for an informal hearing with an impartial member of MHA staff within a reasonable time;
 - Residents have a right to hire counsel at their own expense and examine any documents that have been cited in the termination notice;
 - The hearing officer must provide the Resident with a written decision in a reasonable time frame stating the grounds for their decision and any evidence relied upon in their decision.
 - The housing authority will be bound by the decisions of the hearing officer unless (1) the hearing concerns matters that exceed the authority of the person conducting the hearing, or (2) the decision is contrary to HUD regulations and requirements, or State and Local law.
 - If MHA determines that it is not bound by a hearing decision, MHA must promptly notify the resident of this determination and the reasons for the determinations.



HOUSE RULES
 MOORESVILLE HOUSING AUTHORITY (MHA)
 PO BOX 1087
 1046 N MAIN STREET
 MOORESVILLE, NC 28115
 PH: (704) 664-1659 FAX: (704) 664-6407

I _____, have been given a copy of the Mooresville Affordable Development House Rules. I realize this is an attachment to the lease and will become part of my lease. Any violations of the House Rules can lead to a Notice of Eviction or Termination of Assistance. I have read the House Rules and I have been given the opportunity to ask questions. I understand that all of the above rules apply to all household family members and guests.

 Head of Household Signature

 Date

 Spouse/Co-Head Signature

 Date

 MHA Representative Signature

 Date

