

TENANT HANDBOOK

THE HOUSING AUTHORITY OF THE BOROUGH OF HIGHTSTOWN HIGHTSTOWN, NEW JERSEY 08520

The Housing Authority of the Borough of Hightstown is pleased to welcome you as a Leaseholder and as a Tenant of Hightstown Homes. The Housing Authority is a federally subsidized public housing community operated in compliance with the rules and regulations established by the Congress of the United States and the U.S. Department of Housing and Urban Development.

The Housing Authority is governed by a Board of Commissioners, which establishes policies in accordance with the rules and regulations of the U.S. Department of Housing and Urban Development. The Board of Commissioners holds Regular Board Meetings in the Housing Authority Office Building on the third Wednesday of every month. A meeting will not be held in the month of August. Regular Board Meetings begin at 7:00 p.m. Members of the tenant community of the Housing Authority are always welcome to attend the Regular Meetings of the Board of Commissioners. During the public portion of the meeting, a specific agenda item is established as the time for members of the audience to speak publicly to the Board.

The Authority Lease is an agreement between you as the Leaseholder and the Housing Authority as the Landlord. The Tenant Handbook is a legal part of your Lease with the Authority. The rules and regulations included in the Handbook are legally enforceable as provisions of the Authority Lease.

Every Housing Authority Leaseholder/Tenant and all members of their household are responsible for following all of the rules and regulations set by the Federal government, the Department of Housing and Urban Development, The Borough of Hightstown and the Housing Authority of the Borough of Hightstown in the Authority Lease and its attachments.

As a Leaseholder of the Authority, you and members of your household listed on your Lease are receiving the benefits of federally subsidized low rent housing. Please read both your Lease and the tenants Handbook carefully. Your signature on the Housing Authority Lease states that you have agreed to abide by all of the rules and regulations of the Housing Authority.

The Authority's responsibility is to give leaseholders and tenants information about the Department of Housing and Urban Development regulations mandated for the public housing program. The responsibility of the Leaseholders and Tenants is to comply with the public housing program regulations.

Tenants are welcome to come to the Authority Office during business hours to discuss questions concerning the Authority rules and regulations. The Management Staff of the Housing Authority is available to assist tenants, or to make referrals to other agencies as appropriate.

The Housing Authority of the Borough of Hightstown reserves the right to modify or amend the Tenant Handbook at any time. Tenants will be notified of all such modifications and will be responsible for compliance accordingly.

What is the Housing Authority?

The Hightstown Housing Authority was established in 1957 as a non-profit public corporation to provide affordable housing for eligible persons. Interested persons can apply for housing at the Housing Authority Office, 131 Rogers Avenue, Hightstown, NJ 08520. After applicants are processed and eligibility and suitability for admission are determined, approved applicants are placed on a Waiting List.

Who sets the rules for the Housing Authority?

The Housing Authority is governed by a Board of Commissioners which establishes policies in accordance with the rules and regulations of the U.S. Department of Housing and Urban Development.

What is provided for tenants by the Housing Authority?

The Housing Authority has 100 rental units ranging in size from efficiency or 0-bedroom units to 4-bedroom units. The Authority provides all apartment units with stoves and refrigerators, electricity, gas for cooking, hot water and maintenance service at no additional costs. Laundry facilities are also available on the Authority property, with Laundry cards and credits purchased at the Authority Office.

Are there any special selection requirements for admission to the Authority?

To be eligible for selection for admission to the Authority, persons must meet the criteria established by the U.S. Department of Housing and Urban Development and approved by the Authority Board of Commissioners. Residents of the Borough of Hightstown, persons aged 62 and over, persons who are disabled or handicapped, veterans, elderly families, working families and single persons will be given preference for selection for admission in accordance with Authority's Admissions and Continued Occupancy Policy.

What is the Housing Authority Lease?

The Authority Lease is a legal contract between you and the Housing Authority. Before you sign the Lease, read the Lease carefully. Ask questions if you do not understand the terms of the lease.

When and where is my monthly rent due?

The Rent must be paid in full on or before the 5th business day of the month at the Authority Office. A \$20.00 late charge is added to all Rent Accounts with a balance due on the 6th business day of the month. Failure to pay rent in full and on time is a violation of your lease. Legal eviction proceedings will be initiated by the Authority for non-payment of rent, for habitually late payment of rent and for other lease violations under New Jersey Statutes.

How is the amount of my rent determined?

The monthly rent is calculated on Total Gross Family Income in accordance with Federal regulations.

What would be considered the basis for an emergency maintenance call?

The smell of gas, inside or outside your apartment; no heat; blocked plumbing lines; electrical failure; pipe breaks which cause flooding.

What about visitors?

Guests are permitted to stay with you for short periods, generally no more than three days as stated in your lease. Your guests must obey all the rules of the Housing Authority while visiting. You are responsible for the actions of every person who is listed on your lease and any guests.

What about pets?

The Authority Pet Policy establishes uniform standards regarding domestic pets for all Leaseholders as well as the needs of Authority Management, non-pet owning tenants and pet owning tenants. Housing Authority tenants who own, feed or care for pets must be in compliance with the Authority Pet Policy and Borough of Hightstown Ordinances regarding domestic pets.

How often can I expect the Housing Authority to inspect my apartment?

There are five types of inspections conducted by the Housing Authority. An inspection is done before you move in. The Authority does a yearly inspection of all apartment units. Periodic preventative maintenance and housekeeping inspections are conducted by the Authority staff throughout the year. An inspection is conducted when you move out.

What if my total income changes, or if someone moves in or out?

If your income changes, your rent may be adjusted. Read your lease carefully. You must report changes in your income and your household promptly. If a leaseholder wishes to add a person or persons to the Authority Lease, a written request signed and dated by the Leaseholder must be submitted to the Board of Commissioners of the Authority. The request will be given the same consideration as that of any other applicant for admission to the Authority. Persons requested to be added to an existing lease must meet the applicant eligibility and suitability criteria for occupancy as required by Federal government regulations.

Who pays for utilities for my apartment?

Heat, electricity, gas, hot & cold water are furnished without charge to the tenant for standard appliances as supplied by the Authority. An Excess Utility Charge for major tenant-supplied appliances (including but not limited to air conditioning units, washing machines, clothes dryers, dish washers, extra refrigerators, and freezers) is paid by the tenant according to rates posted in the Authority Office.

Where can I park my car?

Tenants and guests are permitted to park in Authority-designated parking areas. Do not park on the grass or sidewalks. Do not let movers or delivery trucks drive onto the lawns or sidewalks. Only one car per family is allowed to park in the paved spaces. All additional cars must park in the gravel parking lot. Authority resident Parking Permits are issued annually to Leaseholders for display on their vehicles. All vehicles belonging to the members of the household of the Leaseholder must be registered with the Authority. Unauthorized vehicles will be towed away at the owner's expense.

Can I work on my car on Authority Property?

No. No automotive repair work of any sort is permitted in the Authority parking lots or anywhere else on Authority property. This means no oil changes, no engine or body repair work, no tire changing and no washing of cars.

If my car breaks down, how long can I park it on Authority property?

Vehicles that are inoperable, not currently registered or licensed, not insured and/or abandoned are not permitted to be parked on Authority property at any time. Such vehicles will be towed away at the owner's expense.

What about trash collection and the State of NJ Recycling Program?

Household garbage must be put in securely tied plastic garbage bags and placed in the garbage dumpsters located behind Building #4 and Building #7. Recycling materials are to be placed in the marked containers next to the dumpsters. The Housing Authority asks full cooperation of all tenants to see that no trash or garbage is left anywhere on the Authority Property. Please help to keep your home and your community clean at all times and as attractive as you can possibly make it.

How do I get rid of big trash items such as furniture?

Discarded furniture and other bulk items must not be placed in the garbage dumpsters. Bulk trash items must be accompanied by a sticker purchased from the Borough of Hightstown and placed in the dumpster area on the day of pickup. Pick up is on the last Monday of each month. The HHA office has Borough stickers for purchase.

Can I plant flowers or a garden on the Authority Property?

The Housing Authority plants and maintains the landscaping and plantings throughout the Authority property. Tenants may have indoor plants in their apartments; all outdoor planting is the responsibility of the Housing Authority.

What about the porches of the Authority apartment buildings?

The porches of the apartment buildings are a common space shared by all the tenants living in the building. In the interest of tenant safety, no one is permitted to use the porch areas for storage or display of any sort of personal property or possessions.

Is smoking allowed on the property?

Use of any lighted tobacco product is strictly prohibited in the apartment units, balconies and sidewalks within 30 feet of any residential building.

What about playground areas for children?

The Authority does not have any playground facilities on the property for children of tenants. Tenants are responsible for supervising their children and their guests at all times on Authority Property. Two public parks and playgrounds are within a short walk from the Authority.

Can I use a barbecue grill on Authority Property?

Barbeque grills, whether charcoal or propane gas are not allowed on the property except for annual organized resident events. Permission must be received from the office for any organized event.

Can I have a kiddie pool on Authority Property?

No pools of any kind are permitted on Authority Property.

Which rules, if broken, can lead to eviction from the Authority?

All rules and regulations of the Authority are important to obey. You, anyone in your household or your guests may NOT under any circumstance do any of the following on or near the Authority Property.

- Use, possess, sell or distribute drugs. The Housing Authority has a zero-tolerance policy with regards to illegal drug use by tenants and or their guests on Housing Authority property.
- Have an open container of alcohol anywhere outside of your apartment
- Carry or display threatening weapons
- Engage in any illegal or criminal activities

What if I have a complaint or a problem with the Housing Authority?

Talk with the Authority administrative staff. Come to the Regular Meetings of the Board of Commissioners and speak to the Board during the Public Portion of the Meeting. Talk with and participate in the Resident Council. Your Council President is a voting member of the Board of Commissioners that discusses and brings resident issues to the commission meetings for consideration. If, after that, you still have a complaint, as a Tenant, you can request a hearing under the Housing Authority Grievance Procedure.

Can I operate a business from my apartment?

No. The Housing Authority requires that the premises be used only as a private dwelling for the tenant, and not for any other purpose.

What can I do to help maintain a safe neighborhood?

One of the most effective crime prevention tools is for neighbors to watch out for one another. Be alert to strangers in your neighborhood and report any unusual happenings directly to the Hightstown Police Department at 609-448-1234.

What can I do to keep my apartment in good condition?

Do report necessary repairs immediately to the Authority Office. When repairs are minor, they are much easier to fix. If left unreported, greater damage could result at a higher cost to repair and more inconvenience to you.

Do keep floors and walls clean. Be sure you do not flood floors with water when you mop. Use a regular household cleaner with cool water; the floor finish will stay new looking longer.

Do clean the top of your stove every day and the oven at least once a week. A dirty stove is a health hazard and invites unwanted pests such as roaches and ants.

Do clean all bathroom fixtures every week with an all-purpose household cleaner.

Do keep a plunger handy near your toilet in case you need one in a hurry.

Do clean your frost-free refrigerator and/or freezer regularly. Always unplug the refrigerator when you are cleaning behind the unit near the motor. Regular cleaning around the grill at the base of the refrigerator will allow greater airflow and improve efficiency.

Don't overload electrical outlets. If your power goes off, check the circuit breaker box to be sure all circuit breakers are in the "on" position. If your power goes off again, there is a further problem. Call the authority office for maintenance IMMEDIATELY.

Do report all dripping faucets promptly as water is too expensive to waste.

Don't allow a leak under your kitchen or bathroom sink to damage floors. Do place a container under the leak to catch the dripping water. Turn off the water at the valve under the sink and call the Authority Office for Maintenance.

Don't attempt to use any type of crystalline drain cleaner if you have a clogged drain in your kitchen or bathroom. These chemicals contain strong acids and can cause serious burns. Do report drain problems to the Authority Office promptly. Don't pour grease, foods or bones down the drain. Do use a separate container for grease that can be sealed and disposed of easily in the garbage.

Do keep your apartment clean and neat to keep roaches and other bugs out. If you see any roaches, call the Authority Office promptly. The Housing Authority will arrange to have a professional exterminator treat your unit for roaches. Roaches can become a serious problem for you and your neighbors if not treated early.

Do report cracks in the tile around the bathtub immediately. If the caulking around the tub or tiles is cracked or missing, water damage from the shower will occur.

Do put the shower curtain inside the tub before using the shower to keep water from going on the floor.

Don't use tape or stick on picture hangers on the walls. Picture hangers that use small nails are best because the holes can be easily repaired before painting.

Don't fasten or hang anything on the Formica backsplash installed between your kitchen countertop and the upper cabinets. Towel racks can be mounted on the wood surface underneath your kitchen cabinets.

Don't wait if you need help! If you need someone to talk with about a problem, the Authority Office staff can refer you to community social service agencies.

Do always check it out! Don't just take someone else's word for things. Ignore rumors and instead talk to the Authority Office Staff for the straight story.

Don't assume the Authority Management knows everything that's going on! It's your responsibility to report problems or anything else you observe as improper to the Authority Office. If you are concerned about your wellbeing, call or write a letter, and remember that sources will always be kept confidential.

What can I do to conserve energy?

In winter, keep your windows and front door closed. In summer, keep your shades down to keep out direct sun. Your fan or air conditioner unit will work more efficiently.

What must I do when I'm going to move out of the Authority?

Notify the Authority, in writing, of your moving 30 days in advance. When you have moved all your furniture and other personal property out of the apartment, clean the apartment thoroughly, lock the windows and the front door and turn in your keys to the Authority Office. Before your Security Deposit can be refunded to you, the Authority Staff must do a walk-through inspection of your apartment with you.

OBLIGATIONS OF THE HOUSING AUTHORITY

To maintain the premises and the Housing Authority in a decent and sanitary condition.

To comply with requirements of applicable building and housing codes and Federal regulations materially affecting health and safety. This includes running water and reasonable amounts of hot water and heat.

To make necessary repairs to the premises and to keep buildings, facilities, and common areas not otherwise assigned to the Tenant maintained in a clean and acceptable condition.

To maintain in good working order and condition electrical, plumbing, sanitary, heating, ventilating, appliances and other facilities required to be supplied by the Authority.

To provide and maintain appropriate receptacles and facilities for the deposit of garbage, rubbish and other waste removed from the premises by the tenant (except receptacles for the exclusive use of an individual Tenant family)

To notify the tenant of the specific grounds for any proposed adverse action by the Authority such as a proposed lease termination, the transfer of the tenant to another unit, charges for maintenance or repair or charges for excess utility consumption.

When the authority is required to afford the Tenant the opportunity for a hearing under the Authority's grievance procedure, the notice of proposed adverse action shall inform the tenant of Tenant's right to request such a hearing.

OBLIGATIONS OF THE TENANT

Not to assign the Lease or to sublease or transfer possession of the premises.

Not to provide accommodations for boarders, roomers, or lodgers.

To use the premises solely as a private dwelling for the Tenant and the Tenant's household as identified in the Lease, and not to use or permit its use for any other purpose.

To abide by necessary reasonable rules and regulations as promulgated by the Authority for the benefit and wellbeing of the Authority and the Tenants by applicable provisions of the building and housing codes materially affecting health and safety.

To keep the premises and such other areas as may be assigned to the Tenant for his/her exclusive use in a clean and acceptable condition.

To dispose of all garbage, rubbish and other waste from the premises in a sanitary and acceptable manner.

To permit access to the premises for the purpose of pest and insect extermination.

To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities.

To refrain from, and to cause his or her household and guests to refrain from destroying, damaging, or removing any part of the premises of the Authority.

To refrain from placing fixtures, signs or other items in or about the premises without prior revocable permission of the Authority.

To pay reasonable charges (other than for ordinary wear and tear) for the repair of damages to the premises. Authority building facilities or common areas caused by the Tenant, his or her household or guests in accordance with a schedule of charges posted in the Authority Office.

To remove or make arrangements for the prompt removal of all furniture and personal effects from the apartment unit at the time of termination of tenancy by eviction, death or any other cause.

To conduct himself or herself and cause other persons who are on the premises with his or her consent (whether or not such person's presence on the premises is then known by the Tenant or the

Tenant is aware of the conduct of such persons) to conduct themselves in a manner which will not disturb his or her neighbor's peaceful enjoyment of their accommodations and will be conducive to maintaining the Authority in a decent and sanitary condition.

To refrain from illegal or other activities which impair the physical or social environment of the Authority, including any criminal activity that threatens the health, safety or right to peaceful enjoyment of public housing premises by other residents or employees of the Authority.

The Tenant, any member of the Tenant's household, guest or other person under the tenant's control shall not engage in any criminal activity, including drug-related criminal activity near public housing premises while the Tenant is a tenant in public housing. Such criminal shall be cause for termination of tenancy. The term "drug-related criminal activity" means the illegal manufacture, sale,

distribution, use or possession with intent to manufacture, sell distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act (21 U.S.C.802).

In the event that any tenant or member of the Tenant's household, or guest or other person under the Tenant's control, shall engage in any criminal activity, including drug-related criminal activity, on or near the premises of the Hightstown Housing Authority, such criminal activity shall be grounds for eviction.

POSSESSION OF YOUR APARTMENT

ONLY the persons named as members of your household on the Authority Lease are permitted to live in your apartment. Your apartment at the Authority cannot be sublet or transferred to any other person.

Under no circumstances may boarders, roomers, or any other persons be permitted to occupy or share your apartment at the Authority.

If the tenant permits an unauthorized person or persons to reside in the apartment unit which the Tenant has rented from the Authority, then that Tenant is committing fraud against the Authority and the US Government. An unauthorized person residing in a public housing apartment unit is actually receiving the benefits of a federally subsidized low-rent housing program without paying his or her own fair share of the operating costs of the subsidized-housing program.

If a Leaseholder wishes to add a person or persons to the Authority Lease, a written request, signed and dated by the Leaseholder, must be submitted to the Board of Commissioners of the Authority. The request will be given the same consideration as that of any other applicant for admission into the Authority.

Persons requested to be added to an existing lease must meet the applicant eligibility and suitability criteria for occupancy as required by Federal government regulations.

Complete and current income information, a signed Privacy Act Statement and all other required Federal government forms must be submitted for any person applying for tenancy at the Authority.

The Board of Commissioners will consider all such requests and make a determination in accordance with the established Occupancy Policy of the Authority and the regulations of the U.S. Department of Housing and Urban Development.

VISITORS

The Authority Lease includes the reasonable accommodation of the Tenant's guests or visitors, but not to exceed three days.

Tenants must give notice in writing of any guests staying more than three days on the premises and must indicate the departure date of the guest(s).

Guest staying more than two nights will not be permitted if their presence on the premises constitutes a violation of local municipal ordinances.

If any visit will extend beyond three days, the notice from the tenant must state the reason for the extended visit. The Authority must authorize such extended visits in writing.

Any person not listed on the lease that has been in the apartment unit more than fourteen (14) consecutive calendar days, or a total of fifteen cumulative days in the month, will be considered to be living in the unit as an unauthorized household member.

Use of the apartment unit address as the visitor's current residence for any purpose that is not explicitly temporary shall be construed as permanent residence.

Absence of evidence of any other address as the visitor's current address will be considered verification that the visitor is an unauthorized household member.

The Housing Authority Lease holds tenants responsible at all times for the behavior and activities of all members of their household and their guests.

SECURITY DEPOSITS

A Security Deposit is required of each Leaseholder upon the signing of the Authority Lease and is to be paid in full before the tenant is permitted to move into the apartment unit.

Security Deposits for all new Leaseholders are to be one (1) month's rent payable in full and in advance prior to signing of the Lease unless specific installment arrangements are made in writing with the Authority.

The Security Deposit is a guarantee that the apartment will be left clean and undamaged when the tenant moves out, and that there are no rent moneys or other obligations owed by the tenant to the Authority.

THE SECURITY DEPOSIT WILL BE REFUNDED, IF THE TENANT HAS:

Given thirty days' notice in writing to the Authority of intent to move out and
Given the Authority his or her new mailing address and
Does not owe the Authority any money for his or her rent or other obligations and
Paid for all damages to the apartment for which he or she is responsible and
Completely removed all of his or her personal property from the apartment and
Cleaned the apartment thoroughly, including the stove and the refrigerator and
Completed the Final Inspection of the apartment with Authority staff and
Returned the apartment keys to the Authority Office.

RENT

Rent is due and payable at the Housing Authority Office on the first (1st) business day of each month and no later than the fifth (5th) business day of each month. Rent payment may be made by personal check, certified check or money order.

The Authority as payment of rent will not accept payroll Checks, Social Security checks, Supplemental Security Insurance (SSI) checks or Welfare Checks.

The Authority will not accept post-dated checks.

Checks are payable on demand and are deposited in the bank on the day of receipt by the Authority.

No two-party personal checks will be accepted by the Authority.

The Housing Authority will NOT cash personal checks, payroll checks, Social Security or Supplemental Security Insurance checks for any tenant.

If a personal check is issued by a tenant for payment of rent and is returned by the Bank to the Authority for “non-sufficient Funds”, a penalty charge will be added to the rent account of the Tenant. No further personal checks will be accepted from the tenant for any reason. Rent payments by the tenant thereafter must be in cashier’s check or money order.

LATE CHARGES

If the rent is not paid in full by the close of business on the fifth (5th) business day of any month, a late charge will be added to the Rent Account.

The Housing Authority Late Charge Policy is in accordance with the rules and regulations of the federal government. The Late Charge Policy applies to all tenants of the Authority.

Exceptions to the Late Charge Policy can only be authorized by the Board of Commissioners of the Authority.

PAYMENT AGREEMENTS

Tenants who have established a prompt and reliable rent payment history with the Authority for a period of no less than six consecutive months may request Executive Director approval of a payment agreement.

A payment agreement stipulates that the monthly rent amount will be paid in weekly or bi-weekly installments in accordance with the tenants pay periods from his/her employment.

Under the terms of the payment agreement, no late charges are incurred as long as the entire month’s rent is paid in full before 2:00 p.m. on the last business day of the month.

If a tenant fails to meet the full terms of the payment agreement the late charges for the month will be added to the rent account and the payment agreement will be voided.

The Housing Authority reserves the right to cancel any payment Agreement due to non-compliance on the part of the Tenant with the terms of the Agreement.

10-DAY NOTICE AND EVICTION (NON-PAYMENT OF RENT)

Tenants who do not have an approved Payment Agreement and who have not paid their Rent in full by the fifth (5th) business day of the month will be sent a written 10-Day Notice that the Housing Authority intends to terminate their tenancy.

The 10-Day Notice states that the total Rent Account balance (including all Late Charges) must be paid within ten (10) days of the date of the Notice.

If the tenant has not paid the total Rent Account Balance (including all Late Charges) by the expiration date of the 10-Day notice, the Rent account will be turned over to the Housing Authority Attorney.

The Authority Attorney is authorized to commence suit for Eviction (non-payment of rent) in Superior Court of Mercer County, NJ upon the expiration date of the 10-Day notice.

Once the rent account has been turned over to the Authority Attorney, the Authority will accept only payment in full of the money owed to the Authority from the tenant. No partial payments of the Rent Account will be accepted by the Authority.

The Tenant shall pay to the Housing Authority a charge in the amount of \$100.00 to partially defray the cost of court costs and legal fees incurred.