



HOUSING AUTHORITY OF MAYFIELD

DAVIS APARTMENTS

An 88 unit, 221d3 Elderly and Disabled Community, est. 1979

RESIDENT RULES & HANDBOOK:

Welcome to Davis Apartments!

This Resident Handbook of Rules and Regulations is an attachment to your lease and designed to support a safe, enjoyable, and respectful living environment for all residents. As a tenant, you are responsible for ensuring you and your guests are aware of and comply with all property rules. The Housing Authority of Mayfield and Davis Apartments management want to provide you with the best housing experience possible. We welcome you to our community. Please read your handbook carefully and refer to it often to save time, prevent misunderstandings, and help maintain a positive community.

2026 EDITION LEASE ADDENDUM

Manager: (270)247-6391, press 5 or (270)804-4812

Maintenance: (270)247-6391, press 0

FAX: (270)247-4594; **Email:** nancy.parks@mayfieldhousing.org

TTY: 1-800-648-6506





HOUSING AUTHORITY OF MAYFIELD

Davis Apartments Resident Handbook

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Resident Manager & Office Information

The Resident Manager enforces all rules and policies in this handbook. Residents must respect their authority and follow their directions. If you believe the manager has overstepped, comply first, then contact the Executive Director during office hours to discuss your concern.

Office Hours

Office hours are posted on the office door and subject to change. Housing Authority of Mayfield is not open on Fridays. The office may be closed for training, meetings, off-site work, or other reasons, even when management is still working. Call before visiting to ensure availability or to schedule an appointment. Many issues can be resolved by phone or email.

Policy Updates

Management may revise or add rules as needed to maintain safety, cleanliness, and comfort for all residents. If any part of this handbook is found unenforceable, the remaining sections remain in full effect.

Fair Housing

Davis Apartments fully complies with all federal, state, and local Fair Housing and ADA laws. We do not discriminate based on race, color, sex, religion, sexual orientation, gender identity, marital status, age, disability, national origin, familial status, or creed.

Reasonable Accommodations

Residents with disabilities may request reasonable accommodation to ensure full access to housing and services. These requests do not provide special treatment but allow equal participation. Forms are provided at move-in or by request from the Resident Manager. Some requests may require verification from a medical professional. All decisions will be provided in writing.

YOUR MARION CIRCLE ADDRESS:

The address of your home is _____ and your zip code is 42066. Notify the local post office by filling out their "Change of Address" card.

MOVE-IN/BRIEFING PROCEDURE

1. Procedures for emergencies. What constitutes an emergency	
2. Unit address _____ Marion Circle, Mayfield, KY 42066, account number _____ & bedroom size (all Davis units are 1 bedroom)	
3. Who is the leaseholder _____ and approved household members: _____	
4. Explanation of Computations of rent, utility allowances, and pro-rated rent	
5. Payment of security deposit and rent	
6. Late charge policy, collection by legal process, eviction	
7. Payment of electricity (tenant pays Mayfield Electric and Water Systems), gas (tenant pays Atmos Energy) and water (Davis Apartments pays the water bill). I understand that proof of the utilities in my name must be provided immediately to Davis management.	
8. New Tenant Inspection sheet/Statement of Charges	
9. Re-examinations: Annual, Gross Rent Changes, Hardship, Interims, transfers, and any PHA special set	
10. Inspections: Interiors, exteriors, and fines.	
11. Thirty Day Notice (Paid) of intent to Vacate.	
12. Two Week Visitor Permit; Visitor Policy	
13. Management Obligations to Family	
14. Family obligations to management, work orders, tenant's obligations to notify Project Manager of repairs when needed.	
15. Regulations pertaining to retro-active lump-sum payments, such as Social Security, disability, etc.	
16. Grievance Procedure (copy of which is posted on the Project Bulletin Board, and which is attached to the Resident Handbook).	
17. Reporting Requirements: All tenants have a legal responsibility to notify the Housing Authority Management <u>in writing</u> of all changes in total family income and family composition (changes in household members) within 10 (ten) days of such changes.	
18. In addition to above, I have read (or it has been read to me) the letter from HUD concerning its intent to eliminate abuse and fraud. I understand my obligations to report all changes in family income and composition.	
19. I certify that I have received the Davis TSP, Davis Resident Handbook: Rules & Regulations, EIV & You, Resident Rights & Responsibilities, the HUD Fact Sheet, the HUD 1141: Fraud Prevention Packet, and VAWA 5380/5382.	
20. Management has reviewed the Parking, Smoking, and Housekeeping Policies with me.	

Tenant Signature: _____ Date: _____

Management Signature: _____ Date: _____

NOTE: This document is only signed upon move-in and will be placed with the Handbook with the lease in your tenant folder. You will receive a copy of all signed lease documents, including this handbook at move-in.

Quick Notes to Reference — Don't Miss These!

The following reminders are to quickly inform you of important information and help you avoid costly damage charges, inspection findings, lease violations, or move out deposit deductions, please keep these key reminders in mind. Further details are contained within:

1. **Payments:** On-site management cannot accept cash. Use check, money order, or register for online payment.
2. **Maintenance:** Report all repairs or problems immediately by calling the maintenance line at (270)247-6391 & leaving a detailed message.
3. **Door Clips:** Check regularly for notices. Do not cover or decorate clips.
4. **Quiet Hours:** 10:00 PM – 7:00 AM. Keep volume reasonable at all times.
5. **Door Communication Clips:** Check regularly for notices, do not cover or block clips
6. **Visitors:** You're responsible for your guests' behavior while on site. Make sure they know and follow all rules, including smoking & parking, to avoid lease issues.
7. **Emergency Pull Cords:** Must remain accessible and untied at all times.
8. **Egresses:** Do not block your bedroom windows; doors should open freely with nothing blocking exterior doors from opening fully.
9. **Porches, & Yards:** Only outdoor furniture allowed. Keep areas neat, clutter-free, and free of trash. You're responsible for maintaining any plants you add, including barriers around them to define the area for weed eating.
10. **Do NOT drive on the lawn at any time**, including during move in or move out, you will incur a lease violation and be charged \$50 for each occurrence.
11. **Trash:** Bag and tie all garbage before placing it in your shared can.
12. **Keys:** Keep both keys safe. Replacements are \$10 each. No personal locks allowed.
13. **Housekeeping:** Maintain a safe, clean, and sanitary apartment.
14. **Threats & Harassment:** Threats, interference with management, or intimidation of Housing Authority staff is prohibited. Further, Harassment of other tenants is prohibited.
15. **SMOKING IS PROHIBITED IN UNITS.**
16. **Pets/Animals:** Must be approved and documented before being in the unit. Keep all animals leashed outdoors, clean up waste, and ensure proper care.
17. **Walls & Surfaces:** No painting. Use only small nails or poster putty for hanging. No sticky hooks, wallpaper, or adhesives. Don't attach items to doors, windows, cabinets, or trim.
18. **Sidewalk Safety:** Recreational riding of bicycles, skateboards, non-medical scooters, mopeds, and motorcycles is prohibited on sidewalks within the property. **This does not include mobility devices used by residents or visitors with disabilities.**

Davis Apartments House Rules & Regulations Lease Addendum

1. Resident Responsibilities:

You are responsible for following all terms of your Lease Agreement, House Rules, and any policy addendums. This includes paying rent on time each month, reporting any changes in income or household size, properly maintaining your apartment, and meeting all lease obligations. Management's goal is to maintain the property in a safe, decent, and sanitary condition for all residents.

2. Lease:

To ensure clear understanding of your rights and responsibilities, residents may review the lease with management before move-in or at any time afterward. Following all provisions of the lease and this handbook helps maintain a positive relationship between tenants, management, and the Housing Authority of Mayfield.

3. Security Deposit:

A security deposit is required at move-in and is based on your Total Tenant Payment calculated during the rent process. You may pay \$50 at move-in and the remaining balance through a management-approved payment plan or pay the full amount upfront on the move-in date. Deposits must be paid by **check or money order**, separate from your monthly rent payment to the Davis Apartments Office (2049 Marion Circle, Mayfield, KY 42066). A secure drop box is available on-site for payments. Full details about your deposit and return policy are provided in your lease.

4. Rent:

Rent is due in full on or before the **1st of each month**. Payments may be made at the Davis Apartments Office, placed in the on-site drop box, paid at the Housing Authority Operations Center (312 Brookside Dr.), or made online at mayfieldhousing.housingmanager.com.

All drop box or office payments must be made by **check or money order** — No cash or credit cards are accepted.

A **\$25 fee** will be charged for the second and any subsequent returned checks.

Late fees apply after the **5th of the month**: \$5 on the 6th, plus \$1 per day thereafter. If the 5th falls on a weekend, rent is due the following Monday.

Failure to pay rent by the end of the lease grace period may result in an **eviction notice** and a **\$30 service fee**.

5. Renter's Insurance:

Residents are strongly encouraged to obtain renter's insurance to protect against loss or damage to personal property. The owner is **not responsible** for loss, damage, or injury resulting from fire, water leaks, burst pipes, or any other unexpected event ("casualty"), whether caused by natural or human actions. The owner is also not liable for injury or damage to residents, guests, or property caused by others on or near the premises.

6. Alterations:

Tenants may not alter, repair, paint, or apply wallpaper to any part of the apartment, inside or outside.

7. Maintenance & Service Requests (work orders):

All service or repair requests must be made through the **Facilities Department** by calling **(270) 247-6391** and pressing **0** to leave a detailed message. Messages are checked frequently. A maintenance team member will respond based on the type and urgency of your request. For emergencies that do **not** require police or ambulance assistance, contact your **Resident Manager**. (The Facilities Department is located at the **Operations Center, 312 Brookside Dr**)

After hours, on weekends, and holidays, emergency calls are handled by an answering service, available **24 hours a day**. Examples of emergencies include (but are not limited to) gas odors, fire (call 911 first), electrical hazards, major water leaks or burst pipes, inoperable smoke detectors, heating or cooling failure during extreme weather, or an inoperable refrigerator or toilet.

Important: Report any appliance or plumbing issue at the first sign of a problem.

Requests made directly to on-site staff are not considered official and may not be completed. Even if mentioned to an employee on site, you MUST call the maintenance line with your request.

8. Charges for Damages and Repairs:

Per your lease, tenants are responsible for any damage beyond normal wear and tear caused by themselves, their guests, or visitors. These charges will appear on your next monthly statement or be deducted from your security deposit at move-out.

Repair costs are based on current pricing for parts and labor, which are updated regularly. Move-out charges are determined by the condition of the apartment at the time of inspection. A list of current maintenance and damage charges is available at the management office.

9. Right of Entry:

Management reserves the right to enter your apartment for repairs, inspections, or emergencies. A minimum **48-hour notice** will be provided in most cases; however, no notice is required in an emergency. Note that by submitting a maintenance request, you authorize entry for that repair.

Welfare checks may be conducted at the Manager's discretion if there is reason for concern about a resident's safety or well-being.

The owner will fully cooperate with law enforcement or the courts when executing authorized court orders for entry.

10. Inspections:

At least once each year, one or more representatives of the owner will inspect all apartments, community buildings, and grounds. HUD and the Kentucky Housing Corporation may also conduct additional inspections. Tenants will receive at least 48 hours' notice before any inspection. Inspections are also completed at transfers, move-in, and move-out.

Failure to make your unit available for inspection counts as a failed inspection. A second inspection will be scheduled. If the unit is not made available a second time, housing assistance may be terminated for noncompliance.

You are responsible for ensuring your unit meets Housing Quality Standards. If the unit fails to meet these standards, a second inspection will be scheduled. Continued failure to correct issues may result in termination of assistance.

11. Keys & Mailboxes

Tenants receive **two sets of keys** at move-in. Please safeguard them carefully. Replacement keys cost **\$10 each** and can be obtained through the **Facilities Department**. Residents may not install or remove locks of any kind.

Each unit includes an on-site **mailbox**. Tenants must obtain their mailbox key directly from the **Mayfield Post Office** by providing proof of their new address. All keys must be returned when the tenant vacates the apartment.

12. Housing Lockout:

If you become locked out of your apartment and maintenance staff must respond, a **lockout fee** will be charged. Since all doors lock automatically from the outside, please take care to carry your keys with you to avoid this charge. If maintenance staff enter your apartment to complete a repair while you are away, they are required to **lock the door behind them** upon leaving to ensure your unit remains secure.

13. Security:

Video surveillance cameras are in use throughout the Davis Apartments property for the safety of all residents. In an emergency, dial **911**. For non-emergency security concerns, contact the **Mayfield Police Department**. If you experience any security-related issues, notify your **Property Manager** as soon as possible.

14. Annual & Interim Re-Examinations:

All residents must participate in an annual re-examination of income, family composition, deductions, and other factors used to determine rent. Your manager will provide a **recertification packet** at renewal time. Complete and return all forms promptly and schedule any required appointments with your Resident Manager.

You will receive up to **three reminders** about this process. Failure to complete recertification may result in **loss of housing assistance** and conversion to **market-rate rent**. Continued non-compliance can lead to **eviction** and, in cases of intentional omission, **fines up to \$10,000**.

Income Changes

- **Increase:** Report any change in income or family composition **within 10 working days**, in writing, with documentation. An **interim recertification** will be completed if necessary.
- **Decrease:** Report decreases in income as soon as possible. Once verified, your rent may be adjusted for the following month.

All income changes must be confirmed by **written third-party verification**.

15. Move Outs

Residents may terminate their lease by providing a **written 30-day notice** of intent to vacate. A 30-Day Notice form is available from your **Property Manager** and must be completed and submitted in advance of move-out.

16. Termination & Eviction:

Violation of any lease terms, including failure to pay rent or follow community rules, may result in **eviction**. Residents will receive a **written notice** stating the specific reason for termination and the required vacate date. The notice will also include information on how to **dispute or discuss** the eviction and outline related procedures.

If a resident does not comply with the notice, **legal action** may be taken, and the resident will be responsible for any **court costs, attorney fees, or filing fees** incurred.

If the Housing Authority terminates your tenancy, you will receive **written notification** in accordance with **Section 23 of your lease agreement**.

17. Transfers:

As outlined in the Davis Tenant Selection Plan, Davis Apartments follows this policy for unit transfers:

1. **Family Size:** Transfers due to family size are **not permitted**, as all units are one-bedroom.
 2. **Family Composition:** Transfers due to changes in family composition are **not permitted**, as all units are one-bedroom.
 3. **Medical Necessity:** Transfers required because of a verified medical need will be **approved**, and the **owner will pay** for the move.
 4. **Accessible Units – Need:** Transfers required because a resident needs an accessible unit will be **approved**, and the **owner will pay** for the move.
 5. **Accessible Units – No Longer Needed:** If a resident occupies an accessible unit but no longer needs accessibility features, the resident may be **required to transfer** to a non-accessible unit if one is available, and the **owner will pay** for the move.
 6. **Uninhabitable or Modernization:** If a unit becomes uninhabitable or must be vacated for modernization, the **owner will pay** for the transfer.
 7. **Resident-Requested Transfers:** Transfers requested by residents for personal reasons will be considered **only if units are available** and the resident pays a **\$500 transfer fee**. Reasonable accommodation transfers take precedence over resident-requested moves.
-

18. Quiet Hours:

Quiet time is observed between **10:00 PM and 7:00 AM**. Please respect your neighbors' right to the **peaceful enjoyment** of their homes at all times.

During quiet hours, avoid loud conversations, televisions, music, or other noise that can be heard outside your apartment. When entertaining guests, please keep gatherings low in volume and indoors. Courtesy toward fellow residents is expected at all hours, not just during quiet time.

19. Personal Messages:

Management does not accept or deliver personal messages, telephone calls, or packages for residents.

20. Occupancy & Household Changes:

Your apartment is for the **exclusive use** of the individuals listed on your lease. If your household composition changes, you must notify management **within 10 days**. Any new household member must meet all HUD eligibility and screening requirements and receive **written approval** before moving in.

Apartments are to be used **for residential purposes only**.

21. Live-In Aides:

A **live-in aide** is a person who:

1. Lives with an elderly, disabled, or handicapped individual;
2. Is essential to that individual's care and well-being;
3. Is not obligated for the individual's support;
4. Would not live in the unit except to provide care; and
5. Has completed and passed the landlord's screening and approval process.

All live-in aides must be **approved by management** and agree to follow the **lease terms and this handbook**. Application paperwork is available in the management office.

22. Visitors/Unauthorized Household Members:

Guests may not stay in a unit for more than **14 days in any calendar year**. Residents who provide care for related children for more than 14 days in a year must obtain **written permission** from management. It is always recommended to notify management if you expect an extended visitor.

Residents are responsible for the **conduct and behavior** of all household members and guests. Guests must not disturb or endanger other residents or property. Any damages or disturbances caused by guests will be billed to the resident and appear on the monthly statement, payable in full.

Any person not listed on your lease who stays in your unit for more than **14 consecutive days**, or a total of **14 days within 12 months**, will be considered an **unauthorized occupant**. The presence of unauthorized occupants is a **serious lease violation** and may result in termination of housing assistance.

***Note:** Management reserves the right to verify guest activity or investigate concerns regarding unauthorized occupants when necessary to ensure compliance with HUD regulations and community rules.*

23. Animal & Pet Policy

Pets are permitted at Davis Apartments; however, all animals must be **registered and approved** by management **before** being brought into your apartment.

Please review the complete **Animal and Pet Policy Lease Addendum** prior to obtaining or bringing an animal into your unit. Failure to follow this policy may result in **rejection of your pet application, eviction of the animal in question, and/or a lease violation**.

24. Visitor's Pets and Pet Sitting

Visitors who bring animals onto the property must follow all **pet policy standards** and keep their animals **leashed at all times** while on the premises. **Pet sitting** or keeping another person's animal in your apartment is **not allowed**.

25. Feeding of Wild Animals and Strays

Residents may not **feed, shelter, or harbor stray or wild animals** on the property. Leaving food on porches, in yards, or nearby areas is considered **feeding strays or wildlife** and is a **lease violation**.

Continued feeding may result in clean up and removal charges and may require the tenant to **pay a pet deposit, claim the animal, and comply with the full pet policy**. If the animal is not a **common household pet** or the violation continues, the tenant may face **lease termination**.

***Disclaimer:** This policy is in place to **protect the health and safety** of all residents, maintain a **pest-free environment**, and comply with **local animal control regulations**.*

26. Banned items:

In an effort to minimize the likelihood of damages, the Housing Authority has banned the following:

- spray paint
- B-B guns
- archery sets
- slingshots
- paint ball guns
- air guns
- fireworks
- explosives

27. Windows, Exterior Doors, & Ventilation

Residents are responsible for properly ventilating their apartments by using exhaust fans and opening windows when appropriate. Proper ventilation helps maintain a **healthier living environment** and prevents moisture buildup.

Window screens may be removed for **cleaning only** and must be **reinstalled promptly**. Screens may not be removed and stored. Use the **window safety locks** provided, and keep windows **closed and locked** when heating or cooling to help control utility costs.

When heating or cooling your unit, keep **all exterior doors closed**. Storm doors should not be used as a substitute for the main entry door or as a security barrier when heating or cooling the apartment.

28. Pest Control

The owner contracts with a **professional extermination service** for the treatment of pests such as roaches, spiders, and mice. To ensure treatments are effective, residents must follow these guidelines:

- **Do not use over-the-counter pest control products**, as they interfere with professional treatments.
- **Report any signs of pests immediately** to maintenance.

Pest control is typically performed **monthly in affected units** and **twice yearly in all units**. Residents will receive **written notice** before each scheduled treatment. There is **no charge** for this service.

To assist the pest control professionals please follow all instructions in your notice and remember:

- Pest control staff **cannot treat your unit if a pet is present** and you are not home. Pets must be removed during treatment.
 - Pest control is part of your **lease agreement**. Representatives must have access to your unit at the scheduled time. If you are ill or have a conflict, contact management to reschedule.
 - Repeated failure to follow **bed bug preparation procedures** or other **pest control preparation requirements** may result in the tenant being **charged for the cost of treatment**.
-

29. Infectious Diseases

Residents should report any **infectious diseases** to the **Graves County Health Department** or their healthcare provider and follow all instructions provided. If you have a scheduled visit from health officials, please notify management so appointments or maintenance work can be rescheduled as needed.

During times of a **national or local pandemic**, residents must inform management if they have tested positive for or are carrying the virus so that staff can take appropriate precautions and avoid entering the unit.

Management may implement **temporary policies and procedures** during national or public health emergencies to protect residents, staff, and their families. All changes will be communicated to residents **in writing**.

30. Satellite, TV, and Radio Antennas

Installation of **antennas** of any kind is **not permitted**. **Satellite dishes** may be allowed **only with prior written approval** from the owner. The installer must meet with **maintenance staff** before installation to ensure compliance with property standards.

31. Disposal of Garbage

Each pair of apartments shares one **garbage container**, located near the kitchen doors. All trash must be placed in **plastic bags**, tied securely, and then placed inside the container.

Garbage is collected **once per week**, and containers may not be returned to the same units after pickup.

Tenants may not store recycling or other items outside their apartments. Any recyclable materials kept indoors must be **removed weekly** to maintain sanitation and prevent pests.

32. Extended Absences

Residents must **report in writing** if they or any household member will be **absent from the unit for 30 days or longer**. All absences must be reported **within 10 days** of the start of the absence.

To prevent property damage, please notify the Housing Authority office if you will be away for **three (3) or more consecutive days**. Before leaving and locking your door, please:

- Adjust the thermostat — set heat to **60°F in winter** or cooling to **80°F in summer**.
 - Turn off lights, unplug small appliances, and ensure the stove and oven are off.
 - **Do not leave animals unattended** in the apartment for more than **24 hours**.
-

33. Abandoned Personal Property/Not Living in Unit

If you do not live in your unit for **six (6) consecutive months**, the apartment will be considered **abandoned**, and management may take possession of the unit in accordance with **HUD regulations**. You will receive **written notice 30 days prior** to management taking possession.

If you vacate the unit and **leave behind personal property**—including leased or rented items—inside or outside the apartment after turning in your keys, the **owner will dispose of those items**. The **cost of removal and disposal** will be charged to the tenant.

34. Tenant Criminal Activity and Barred Persons

The **Housing Authority of Mayfield** enforces a **One-Strike Policy**, which is a zero-tolerance rule for **drug-related and violent criminal activity**. Any violation of this policy will result in **eviction**. Refer to your lease for detailed provisions regarding drug, alcohol, and violent crime violations.

The Housing Authority maintains a list of **barred individuals** who are prohibited from entering or remaining on Housing Authority property due to criminal activity or disturbances affecting residents. If you are unsure whether a guest is on this list, contact your **Property Manager** before allowing them on the premises.

Having a barred individual in your apartment or on Housing Authority property is a **serious lease violation** and may result in **eviction**.

35. Barred Policy (for those on the list)

Persons on the Barred List will be removed based on the following procedures:

- 2 years – General Nuisance
- 3 years – Domestic Violence Charges (or until DVO expires)
- 5 years – Drugs. Consisting of Drug Possession & Paraphernalia & Possession of a Controlled Substance
- 5 years – Violent Crimes (without weapons)
- 10 years – Trafficking in Drugs, weapons
- 10 years – Violent Crimes (with weapons)

Barred persons' restriction periods begin on the **date they are placed on the Barred List**. After the designated time has passed, the individual may **request removal** from the list. The **Executive Director** reserves the right to **shorten or modify** the barred period based on individual circumstances and supporting documentation.

36. Smoke-Free Policy

Davis Apartments is a **Smoke-Free Community**. This policy was established to protect the **health and safety of our elderly and disabled residents, staff, and guests** by reducing exposure to **secondhand smoke**, preventing **smoke-related illnesses and respiratory issues**, and minimizing the risk of **fire hazards and property damage**.

Smoking by tenants, household members, or guests under the tenant's control is **not permitted** in:

- Individual **units** leased by tenants
- **Common areas** of the property, including but not limited to lobbies, community rooms, and offices.

This policy applies to **all tobacco products, electronic cigarettes (e-cigarettes or vaping devices), and any product containing marijuana or THC**, including **Delta-8, Delta-9, and other hemp-derived THC substances**, regardless of state legality. (The full policy is located as an attachment to the handbook.)

Residents **may not smoke in their apartment; but may smoke on their own porches or designated outdoor areas**, provided that smoke does not enter other units or common spaces. Smoking on another resident's porch or yard is **not permitted without that resident's explicit permission**.

Cigarette butts and ashes are considered **litter** and must be properly disposed of in appropriate containers. Discarding cigarette butts in yards, mulch beds, parking lots, or common areas is a **lease violation** and may result in a cleaning or damage charge.

Violations of the Smoke-Free Policy will result in the following actions:

- a. **First Complaint:** A written warning will be issued to the resident, with a copy placed in the tenant file.
- b. **Second Complaint:** A letter will be sent requesting a meeting with the Housing Manager within **10 days**, and a **\$50 cleaning and air purification charge** will be applied.
- c. **Third Complaint:** A **lease violation** will be issued, and a **\$50 cleaning and air purification charge** will be applied for each occurrence thereafter. Multiple lease violations may lead to **eviction**.

***Disclaimer:** These charges reflect the **actual cost of professional odor removal, cleaning, and compliance** with HUD's Smoke-Free Housing Rule. They are not intended as fines or penalties but to offset expenses necessary to maintain a safe and healthy environment for all residents.*

Residents who wish to **quit smoking** are encouraged to contact management for information on **local or national cessation resources**.

Resident Acknowledgment

I acknowledge that I have read and understand the Davis Apartments attached **Smoke-Free Policy**. I agree to comply with all terms of this policy and to ensure that all household members and guests under my control do the same. I understand that failure to follow this policy may result in lease violations, financial charges, and possible eviction.

Resident Signature: _____ **Date:** _____

Property Manager Signature: _____ **Date:** _____

37. Parking Policy

Each household is assigned **one parking space** for **one personal passenger vehicle**. Your **parking tag must be displayed** while parked on site. The full policy is detailed in an attachment to this Handbook. Residents are responsible for informing their **visitors** of all parking rules. Visitors must park only in **spaces not designated by a unit number**. **Untagged or improperly parked vehicles** are subject to towing at the owner's expense.

Residents must comply with the following requirements:

- Each household is allowed **only one vehicle** to be parked on Davis Apartments property.
- All tenant vehicles must be **registered** with the Housing Authority.
- **Visitor vehicles** must park in designated visitor areas only.
- **Parking permits** cost **\$5**, payable at move-in
- **Unlicensed, inoperable, or unregistered vehicles** are not permitted on the property. All vehicles must be **roadworthy, properly licensed, and in working condition**, or they will be towed at the owner's expense. A **24-hour notice of violation** will be issued prior to towing.

- **Recreational vehicles, boats, trailers, RVs, campers, ATVs, or similar vehicles** may not be parked or stored anywhere on the premises, including tenant parking areas, yards, or visitor spaces.
- **Vehicle washing or repairs** are not permitted on site, except for changing a flat or cleaning interior.
- **Parking or driving on the grass or yard areas** is strictly prohibited and will result in a **\$50 charge** per occurrence, applied to the tenant's next monthly statement.

***Disclaimer:** Management and the Housing Authority are **not responsible for loss, theft, or damage** to any vehicle while parked or driven on the property. Residents and visitors park at their **own risk**.*

Note: *Abandoned, recreational, or illegally parked vehicles may be reported to local law enforcement and/or towed without further notice in accordance with Kentucky law and Housing Authority policy.*

38. Porches, Yards, & Related Safety Hazards

Tenants are responsible for keeping their **porch and surrounding yard area clean, safe, and orderly.**

Standards and Restrictions:

- Cleanliness:** Yards and porches must remain **neat, tidy, and free of litter or debris**. Tenants will be charged **\$10 per item** removed by management, including **broken glass, cigarette butts** (see *Smoke-Free Policy*), and **unapproved yard ornaments**.
- Yard Maintenance:** Lawn care services are provided by the owner. **Digging, trenching, or yard damage** of any kind is not permitted. **Poles, chains, barriers, or other items** that could damage or impede lawn equipment are prohibited.
- Planting:** Tenants may plant **flowers or small vegetables** adjacent to their porch or exterior walls, provided a **physical barrier** (such as edging or bricks) separates these areas from the lawn for mowing and trimming. **Tree planting is not permitted.**
- Liability:** While maintenance and contractors will take reasonable care, the **owner is not responsible** for any damage to tenant plantings during routine maintenance or repair work.
- Furniture and Décor:** Porches must remain **neat, uncluttered, and safe**. Only **outdoor-rated furniture** is permitted. Indoor items (such as dining chairs, bookcases, or wooden tables) are **not allowed**. All items must **fit within the porch space** and **not extend into the yard**.
- Safety:** Swings, hooks, or other fasteners **may not be attached** to porch ceilings, walls, or structures. Porches and yard areas must remain **free of clutter, combustibles, and obstructive items**.
- Recreation Equipment:** Pools, basketball goals, trampolines, and similar equipment are not allowed.
- Vehicles:** **Driving or parking on the grass or yard areas** is strictly prohibited and will result in a **\$50 charge per occurrence**, applied to the tenant's next monthly statement.
- Seasonal Decorations:** Temporary decorations must be weather-safe, neatly maintained, and removed within 30 days after the holiday or event.
- Grills:** Only charcoal or electric grills may be stored neatly on your porch when not in use. Grilling is **not permitted on porches** due to fire safety regulations. **All grills must be used at least 10 feet away from the building**, and ashes or coals must be fully extinguished and disposed of safely. **Gas or propane grills are not permitted on the property.**

Enforcement: Failure to maintain porch or yard areas in a **clean, tidy, and safe condition** may result in a **lease violation** and applicable **charges or corrective action**.

39. Bicycles, Mopeds, Motorcycles & Sidewalk Safety

For the safety and comfort of all residents, bicycles, riding toys, and motorized vehicles must be used and stored responsibly.

Standards and Restrictions:

- a. **Sidewalk Safety:** Recreational riding of **bicycles, skateboards, non-medical scooters, mopeds, and motorcycles** is **prohibited on sidewalks or walkways** within the property. This restriction does **not apply to mobility devices** used by residents or visitors with disabilities.
- b. **Bicycles:** Bicycles may **not be ridden on sidewalks or walkways** and must be stored inside the tenant's apartment, in a designated bike parking area, or secured neatly to the tenant's clothesline post when not in use.
- c. **Battery-powered riding toys** (such as hoverboards, scooters, or mini-bikes) are **not permitted** on sidewalks, porches, or in apartments due to **fire and safety risks**.
- d. **Mopeds and Motorcycles:** Mopeds and motorcycles are considered **motor vehicles** and must be **registered with the office** prior to parking on-site. Once registered, they may be parked in a **designated secure parking space** assigned by management. **Storage on porches, walkways, or sidewalks is strictly prohibited**, as it presents a **safety and fire hazard**.

Enforcement: Failure to comply with these requirements may result in a **lease violation, removal of the item from the property, and/or applicable charges**.

40. Flammable Materials & Fire Safety

Residents must **not store or use flammable or combustible materials** anywhere on the premises. This includes, but is not limited to, **kerosene, gasoline, lighter fluid, fireworks, or any explosive substances**.

Residents are also prohibited from performing or allowing any act deemed **hazardous by the Housing Authority** or that could **increase the risk of fire or raise the property's insurance rate**.

If a resident or guest causes a fire, the **resident will be responsible for the cost of any related damages** and may be required to remove all personal belongings from the damaged apartment as directed by management in order to make repairs.

Tampering with or disabling smoke detectors is a **serious lease violation** and may result in **immediate corrective action, charges, or termination of tenancy**.

All residents are strongly encouraged to maintain renter's insurance to protect against personal property loss in the event of a fire or other damage.

41. Grievance Procedure

The Davis Apartments Grievance Procedure is attached to this handbook

42. Anti-Harassment Policy

Davis Apartments maintains a zero-tolerance policy toward harassment, discrimination, or intimidation of any kind by residents, guests, or staff. All tenants are expected to treat others with respect and courtesy. For full details on reporting procedures and enforcement, please refer to the attached Anti-Harassment Policy

43. General Care & Maintenance

Proper care and cleanliness of your apartment is a condition of your lease, as indicated and signed by the Housekeeping attachment to this Handbook. The following standards help maintain the safety, appearance, and condition of your home.

***Note:** Units must be maintained in a clean, sanitary, and safe condition at all times to meet HUD Housing Quality Standards (HQS) and NSPIRE inspection requirements.*

a. Smoke Alarms:

Each apartment is equipped with a **hardwired smoke detector**. Tenants are **not permitted to remove, adjust, or tamper** with smoke detectors. Violations will result in a **\$50 charge**.

- Test smoke detectors **monthly**.
- Promptly report any detector that is not working properly to management.

b. Heating and Air Conditioning:

The **furnace and air conditioner** will be serviced by management at the beginning of each heating and cooling season. It is recommended that thermostats be set to approximately **72°F for heating** and **75°F for cooling** for efficiency and comfort.

c. Floors:

- Clean **tile and vinyl floors** using warm water and a mild detergent; rinse with clean water. Do **not use** hard waxes such as *Future* or *Mop & Glow*.
- Vacuum **carpeted floors** regularly and spot clean as needed. Do not have carpets professionally cleaned more than once per year.
- Use **furniture coasters or pads** to prevent damage to flooring.

d. Walls and Ceilings:

Walls may be washed with warm water and mild detergent as needed. **Textured ceilings should not be washed.**

- Do not install wallpaper, borders, or contact paper.
- Use only **small nails or picture hangers**. Large nails, screws, or adhesives are not allowed as they cause damage beyond normal wear and tear.

e. Stove:

Clean the stove top **after each use** with a damp cloth and mild detergent.

- Weekly: Clean burners, under the top, oven, and broiler.
- Every three months: Pull out the stove and clean behind and beneath it.

f. Refrigerator:

- Wipe spills daily, especially around door seals.
- Clean interior monthly with **baking soda and warm water**.
- Every three months: Clean the exterior, coils, and area behind the refrigerator.

g. Kitchen Sink and Drains:

Do **not pour grease or food** down the sink. Use a **basket strainer** at all times and clean it regularly.

h. Closet and Curtain Rods:

Do not remove mini blinds, curtain rods, or shower rods. ***The utility closet containing the water heater and furnace is not to be used for storage.***

i. Shower and Tub:

Clean weekly using non-abrasive cleaners or products recommended for fiberglass. Do not use scratch pads or abrasive powders.

j. Toilet:

Do not flush **“flushable” wipes, feminine hygiene products, or any non-toilet-safe items**. These cause clogs and plumbing damage.

k. Exterior Water Use:

Outside water usage is limited to:

- **Watering gardens or cleaning trash cans:** Monday–Thursday, 8:00 AM to 10:00 AM.
 - **Car washing or recreational water use** is not allowed.
- Do not allow household members or guests to play in water outdoors.



HELPFUL PHONE NUMBERS

Housing Authority Phone Numbers

Davis Apartments Manager, Nancy Parks	(270)247-6391 press 5 or #223 (270)804-4812 (working hours only) FAX: (270)247-4594 EMAIL: Nancy.parks@mayfieldhousing.com
Maintenance/Service/Repair requests	(270)247-6391 press 0 & leave a message
Public Housing, Donna Miller	(270)247-6391 #226
Public Housing, Anita England	(270)247-6391 #225
Section 8, Angela Lozoya	(270)247-6391 #224
Accounting, Cathy Sanderson	(270)247-6391 #222
Brookside Development, Amy Hobbs	(270)247-6391 #223
Executive Director, Greg Vaughn	(270)247-6391 #228

Important Local Reference & Emergency Numbers

Emergency: Police, Fire, & Ambulance	911
Sheriff	(270)247-4501
Health Department	(270)247-3553
Social Security	(866)931-8366
Food Stamps	(855)306-8959
Needline	(270)247-6333
Public Library	(270)247-2911
Senior Citizens Center	(270)247-2566
Transit Authority	(270)356-1360 (Mayfield Office)
Veteran's Administrative Clinic	(270)247-2455

Your Utility Providers

Mayfield Electric and Water	(270)247-4661
Atmos (gas)	(270)247-3553
Post Office	(270)247-1305

DAVIS APARTMENTS

Physical: 2049 Marion Circle; Mayfield, KY 42066; PH: 270-247-6391 EXT 250 FAX: 270-247-4594 or 8978
Mailing: 312 Brookside Drive, Mayfield, KY 42066; TDD 1-800-247-2510 Email: Nancy.parks@mayfieldhousing.org

PET/ANIMAL POLICY & LEASE ADDENDUM

Residence Number: _____ Resident Name: _____

Pet Name: _____ Pet Permit # _____

Pet Description: _____

_____ I have attached current documentation of rabies and distemper inoculations/boosters

This document explains Davis's policies on the keeping of animals and pets and any criteria or standards pertaining to the policies. The rules adopted are reasonably related to the legitimate interest of the Housing Authority of Mayfield to provide a decent, safe, and sanitary living environment for all tenants, and to protect and preserve the physical condition of the property, as well as the financial interest of the Housing Authority of Mayfield.

PART 1: Assistance Animals

OVERVIEW:

Assistance Animals are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, or that provide emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals – often referred to as “service animals,” “assistive animals,” “support animals,” or “therapy animals” – perform many disability-related functions, including but not limited to the following:

- Guiding individuals who are blind or have low vision
- Alerting individuals who are deaf or hearing impaired
- Providing minimal protection or rescue assistance
- Pulling a wheelchair
- Fetching items for an impaired individual
- Alerting persons to impending seizures or diabetic issues
- Providing emotional support to persons with disabilities who have a disability-related need for such support.

Assistance animals that are needed as a reasonable accommodation for persons with disabilities are not considered pets, and thus, are not subject to some of the Housing Authority of Mayfield's pet policies described in Parts II through IV of this policy.

APPROVAL OF ASSISTANCE ANIMALS:

A person with a disability is not automatically entitled to have an assistance animal. Reasonable accommodation requires that there is a relationship between the person's disability and his or her need for the animal.

The HA may not refuse to allow a person with a disability to have an assistance animal merely because the animal does not have formal training. Some, but not all, animals that assist persons with disabilities are professionally trained. Other assistance animals are trained by the owners themselves and, in some cases, no special training is required. The question is whether or not the animal performs the assistance or provides the benefit needed by the person with the disability.

The Housing Authority may refuse to permit persons with a disability to use and live with an assistance animal that is needed to assist them, IF:

- There is reliable objective evidence that the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation
- There is reliable objective evidence that the animal would cause substantial physical damage to the property of others.

The HA has the authority to regulate assistance animals under applicable federal, state, and local law. For an animal to be excluded from the pet policy and be considered an assistance animal, there must be a person with disabilities in the household, and the family must request that the HA approve a reasonable accommodation.

CARE AND HANDLING

Residents must register their animals and gain approval from the HA office. Residents must care for assistance animals in a manner that complies with state and local laws, including anti-cruelty laws. Residents must ensure that assistance animals do not pose a direct threat to the health or safety of others, or cause substantial physical damage to the development, dwelling unit, or property of other residents. When a resident's care or handling of an assistance animal violates these policies, the HA will consider whether the violation could be reduced or eliminated by a reasonable accommodation. If HA determines that no such accommodation can be made, the HA may withdraw the approval of a particular assistance animal.

PART II: Pet Policies for Davis Apartments

Residents of Davis Apartments may own and keep common household pets. All residents shall demonstrate that they have the capability to care for the pet.

- A. **APPLICATION FOR A PET PERMIT:** Pets must be registered with the HA before they are brought onto the premises. Registration must be accompanied by the following documentation signed by a licensed veterinarian or state/local authority:
 - a. Certification that the pet has received current rabies and distemper inoculations or boosters, as applicable;
 - b. Evidence that the pet has been spayed or neutered, as applicable (based on age and size); and
 - c. Evidence that the pet has no communicable diseases and is pet free.

B. ALL RESIDENTS (INCLUDING NON-PET OWNERS MUST COMPLY WITH THE FOLLOWING RULES:

- a. Residents are prohibited from feeding or harboring stray or wild animals. The feeding of stray or wild animals shall constitute having a pet without the written permission of Management.
 - b. Residents shall not pet sit, watch or allow pets in or around their unit.
 - c. RESIDENTS MUST HAVE A PET POLICY IN PLACE **BEFORE PLACING AN ANIMAL IN THEIR UNIT.**
 - d. If a tenant harbors a pet without the Authority's approval or registration, the tenant's pet ownership privileges shall be suspended for a period of one (1) year. A repeat violation will result in lifetime suspension of pet owner privileges or termination of lease.
 - e. No tenant shall keep, raise, train, breed, or maintain any pet of any kind for commercial purposes or for fighting.
- C. All residents with pets shall comply with the following rules:
 - a. **Only one common household pet per household.**
 - b. Pets that require this pet policy permit are domesticated dogs and cats with an adult weight not to

exceed 20 pounds.

- c. **All pets must be spayed or neutered**, as applicable, and documentation provided to the landlord.
- b. The following are not defined as common household pets and are prohibited:

Reptiles	Doves	Poultry	Hedgehogs
Wild Animals	Mynah Birds	Rabbits	Skunks
Feral animals	Livestock	Pigeons	Psittacine birds (Parrots)
Primates	Mice	Ferrets	Miniature Horses
Pot-Bellied Pigs	Rats	Snakes	

In addition to the above list, any other animal whose protective instincts and/or natural body armor produce a risk to human beings or other animals is prohibited.

- c. You may have **fish aquariums (not to exceed 20 gallon capacity) and caged birds as pets without a pet permit**, but residents are responsible for any damaged and/or disturbance caused by such pets.
- d. **Dogs and cats must be licensed** with the proper authority, as applicable, and **residents must show proof of annual rabies and distemper booster inoculations.**
- e. Vicious and/or intimidating pets will not be allowed, including animals defined by local ordinance as vicious. For this policy “vicious” shall be defined as:
- Any animal that constitutes a physical threat to human beings or other animals
 - Any animal which has a disposition or propensity to cause injury or behave in a manner which could reasonably cause injury to human beings or other animals, regardless of whether or not such behavior is hostile.
 - Any animal which has, without provocation, bitten, attacked, or inflicted injury on any human being or to other animals
 - Any animal which has been used in the commission of a crime
- f. Trained service animals that are used to assist persons with disabilities are excluded from the breed, size, weight, and type requirements. Their owners, are, however, required to assure proper licensing, inoculations, leash restraints, pet clean up, proper care, etc.
- g. Pets shall remain inside the resident’s unit; **the animal shall not be permitted to be loose in community rooms**, yards, other resident's homes without prior permission of tenant, or other common areas of Housing Authority Property.
- h. When taken outside pets **must be kept on a leash**, controlled by an adult. **Pets should not be left alone outside at any time. Pets may not be left on chains or tied to clothing lines, poles, or any other outdoor object.** **Tenant Initials**
- i. Residents shall not allow their pet to disturb, interfere, or diminish the peaceful enjoyment of other residents; the terms, “disturb, interfere, and diminish” shall include but not be limited to barking, howling, biting, scratching and like activities. Please honor other tenant's rights to NOT have pets inside their homes. When visiting neighbors, do not bring your pet unless you have received prior permission from that resident.
- j. Residents must provide litter boxes for cat waste, which must be kept in dwelling unit. Residents shall not permit refuse from litter boxes to accumulate nor to become unsightly or unsanitary.
- k. Residents are solely responsible for cleaning up pet waste outside their unit and on Housing

Authority grounds. **Pet waste must be disposed of by being place in a sack, securely tied, and than placed in the resident's trash container provided by the management.**

- l. ***Residents shall take adequate precautions and measures necessary to eliminate pet odors within or around their unit and shall maintain their unit in a sanitary condition at all times.***
- m. If a pet or assistance animal is left unattended for a period of twenty-four (24) hours or more, the management may enter the resident's unit for the alternate custodian or to have the pet removed by animal control. The Management accepts NO responsibility for the animal under such circumstances.
- n. Residents shall not alter their unit, porch or yard area in order to create an enclosure for their pet.
- o. Residents are responsible for all damages caused by their pets, including the cost of cleaning and/or fumigation of their unit.
- p. Should any pet give birth, the resident shall remove all said offspring from the premises within six (6) weeks of birth.
- q. Residents shall identify an **alternate custodian for their pet** in the event of resident's illness or other absence from the unit. This identification of an alternate custodian must occur prior to Management's approval. **Name of alternate custodian in the event of an emergency:**

NAME: _____

Phone Number: _____

- r. Residents with pets (not service or assistance animals) shall pay a damage deposit of \$200.00 for their pet. The deposit can be paid \$50.00 down and \$10.00 each month until paid in full. The pet deposit is refundable if no damage is found by management after the pet is removed from the unit or the resident moves.

E. The privilege of maintaining a pet shall be subject to the rules set forth in paragraphs A-C above. **Residents who violate these rules are subject to:**

- a. Being required to permanently remove their pet from Housing Authority property within 14 days of notice by management, unless the pet creates an immediate threat to health and safety of the general public, in which case the pet must be removed in three (3) days; and/or
- b. Eviction of resident.
- c. Such action is subject to the appropriate grievance procedures.

I have read and understand the above policy provisions regarding the keeping of pets and agree to abide by these provisions. I understand that violating this pet lease can constitute material non-compliance of my lease and result in my eviction.

Resident Signature

Date

Management Representative

Dat

The Housing Authority of Mayfield

Davis Apartments

Grievance Procedure

Grievance Procedure

Purpose:

This procedure has been adopted to provide a forum and procedure for residents to seek a just and efficient settlement of grievances against decisions made by the Housing Authority of Mayfield (MHA).

Applicability:

HUD has determined that the applicable laws of the State of Kentucky require residents be given the opportunity for a hearing in court which provides the basic elements of due process before eviction from a dwelling unit. Therefore MHA has determined that this grievance procedure shall not be applicable to any termination of tenancy or eviction that involves:

- A. Any activity that threatens the health, safety or right to peaceful enjoyment of MHA premises by other residents or other employees of MHA.
- B. Any drug-related criminal activity on or off such premises.

MHA grievance procedure shall not be applicable to disputes between tenants not involving MHA or to class grievances. This grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of tenants and MHA Board of Commissioners.

Definitions:

Complainant is defined as any MHA tenant whose rights, duties, welfare or status are, or may be, adversely affected by MHA action or failure to act and who files a grievance or complaint with MHA with respect to such action or failure to act.

Grievance is defined as any dispute with respect to MHA's action or failure to act in accordance with Lease requirements, or MHA action or failure to act involving interpretation or application of MHA's regulations, policies, or procedures which adversely affects the rights, duties, welfare or status of the complainant.

Drug-related activity is defined as the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance.

Hearing Officer is defined as the Executive Director.

Additional Definitions:

Days means calendar days.

MHA refers to the Housing Authority of Mayfield, Kentucky (MHA), a public body corporate and politic organized and existing under the laws of the State of Kentucky.

Notice means written notice unless otherwise specified. Notices to the complainant shall be sent via first class mail; other notices may use electronic format unless otherwise specified.

Resident means the adult person(s), other than a live-in aide, who resides in the unit and executed the lease with MHA as lessee, or the remaining head of household of the resident family.

Incorporation in Lease:

This grievance procedure shall be incorporated by reference in all leases between residents and MHA, whether or not so specifically provided in such leases.

Informal Settlement of Grievance:

Any grievance shall be personally presented in writing to the Davis Apartments office staff (or site office staff, if applicable) within 10 calendar days of the event causing the grievance, so it may be discussed informally and settled without a hearing.

A summary of such discussion shall be prepared within 10 calendar days, with one copy mailed to the resident and one retained in the resident file. The summary shall specify the names of participants, date of meeting, the nature and proposed disposition of the complaint, specific reasons, and the procedure for obtaining a hearing if unsatisfied.

If the grievance is determined to fall within one of the exclusions listed above, then within 10 calendar days of presentation of the written grievance, the complainant will be sent written notice of such exclusion.

Hearing Procedures:

The hearing shall be held before a hearing officer.

The complainant shall be afforded a fair hearing, which shall include:

- A. The opportunity to examine before the hearing any MHA documents, including records and regulations directly relevant to the hearing. The complainant may copy any such documents. MHA may rely on such documents at the hearing.
- B. The right to be represented by counsel or another representative and to have such person make statements on the complainant's behalf.
- C. The right to a private hearing unless a public hearing is requested.

- D. The right to present evidence and arguments, to controvert MHA evidence, and to confront and cross-examine witnesses upon whose testimony MHA relies.

If the complainant fails to appear at a scheduled hearing, the hearing officer may postpone the hearing for up to 10 calendar days or determine the party has waived the right to a hearing. The complainant shall be notified of the determination. A waiver of hearing does not waive the right to contest MHA's decision in court.

The hearing shall be conducted informally. Oral or documentary evidence pertinent to the facts and issues may be received without regard to formal rules of evidence. The hearing officer shall require orderly conduct. Failure to comply may result in exclusion or an adverse decision.

The complainant or MHA may arrange, in advance and at their own expense, for a transcript of the hearing. Any interested party may purchase a copy of the transcript.

Decision of the Hearing Officer:

The hearing officer shall prepare a written decision with reasons within a reasonable time after the hearing. A copy shall be sent to the complainant and retained in the file.

The decision shall be binding upon MHA, which shall take all necessary actions to carry out the decision. A decision in favor of MHA that denies relief does not waive or affect any rights the complainant may have to judicial proceedings.

MHA Eviction Actions:

If the complainant requested a hearing involving a notice of termination of tenancy and the hearing officer upholds MHA's action, MHA may not commence eviction in state court until the written decision is received.

Dated: July 2006

DAVIS APARTMENTS

Physical: 2049 Marion Circle; Mayfield, KY 42066
PH: 270-247-6391 EXT 250 FAX: 270-247-4594 or 8978
Mailing: 312 Brookside Drive, Mayfield, KY 42066
TDD 1-800-247-2510 Email: Nancy.parks@mayfieldhousing.org

Resident Housekeeping Responsibility Acknowledgment

I understand that it is my responsibility to maintain my apartment in a clean, safe, and sanitary condition for the duration of my tenancy at Davis Apartments, managed by the Housing Authority of Mayfield.

I agree to the following:

- I will keep my unit clean and take necessary steps to prevent and control pests as instructed by pest control professionals.*
- I understand that unsanitary conditions leading to pest issues are a lease violation.*
- I understand that housekeeping inspections may be conducted by management at any time with at least 48 hours' advance notice.*
- Tenants with housekeeping-related lease violations may be placed on a housekeeping monitoring plan and subject to follow-up inspections.*
- I understand that failure to maintain a clean and sanitary unit may result in lease violations and possible eviction.*

Tenant Name: _____

Signature: _____

Date: _____

Housing Authority of Mayfield: Davis Apartments
Smoke-Free Housing Policy
24 CFR Parts 965 and 966
Lease Addendum and House Rules Amendment

HUD strongly encourages all multifamily housing owners/agents to implement smoke-free policies in all their properties. In accordance with their wishes, Davis Apartments was implemented a non-smoking policy on January 1, 2020.

This policy applies to all tenants, tenant's families, tenant's guests, visitors, contractors, service personnel, and employees.

POLICY

1. Smoking is prohibited within all living units at Davis Apartments.
2. Smoking is prohibited in any interior common area, including the community building, the immediate exterior of the community building, and on the community building sidewalks.
3. Davis Apartments is also prohibiting electronic nicotine delivery systems (ENDS) and is included in this policy's definition of Smoking.
4. This policy also includes e-cigarettes and waterpipes (hookahs) or any other lighted smoking devices used for tobacco or any other plant.
5. Davis Apartments non-smoking policy does NOT extend to porches. Tenants may smoke on their own porches, but MAY NOT smoke on or near other tenant units without prior approval and invitation from the unit's occupants.
6. Cigarette butts must be disposed of properly in either a self-provided smoke receptacle, or in the trash after fully out. Cigarette butts and trash are not to be thrown into the grass, parking lot, or any other part of Davis Apartment property. Cigarette butts are not biodegradable, are unsightly, unhealthy, and toxic to our environment.

Purpose of Policy

1. To improve air quality in housing for all units which benefits the health of tenants and staff.
2. To mitigate the irritation and known health effects of secondhand smoke. Smoking or exposure to secondhand smoke (sometimes called environmental tobacco smoke) causes premature death from respiratory disease, cancer or heart disease. Smoking is the number one cause of preventable disease in the United States.
3. Smoking or exposure to secondhand smoke (sometimes called environmental tobacco smoke) causes premature death from respiratory disease, cancer or heart disease. According to the EPA, secondhand

smoke exposure causes disease and premature death in children and adults who do not smoke. People with chronic diseases such as asthma or cardiovascular disease are particularly vulnerable to the effects of secondhand smoke. Secondhand smoke lingers in the air for hours after cigarettes have been extinguished and can migrate between apartments in multifamily buildings.

4. To allow all administrative and maintenance staff the opportunity to perform their job duties in an environment that is nonsmoking.
5. To decrease the risk of smoking-related fires to property and personal safety. Fires started by lighted tobacco products, principally cigarettes, constitute the leading cause of residential fire deaths.
6. To reduce the overall maintenance costs to maintain, clean, paint and redecorate associated with smoking.
7. No tenant shall have any type of tobacco or related product burning at such time as any employee or representative of the Housing Authority enters and remains in their apartment. This includes the porch while employees are present at the unit.
8. For this policy, the term “smoking” means igniting, inhaling, exhaling, breathing or carrying or possessing any lit cigar, cigarette, pipe, water pipe referred to as hookahs or other tobacco product or similar lighted product in any manner or in any form or any other device containing tobacco, marijuana or other legal or illegal substance that burns. This definition also includes electronic nicotine delivery systems (ENDS) including electronic cigarettes (“e-cigarettes”).

Effective Date

The Effective Date shall be January 1, 2020. All tenants, tenant’s families, tenant’s guests, visitors, contractors, service personnel, employees, and members of the public in and/or on Housing Authority property will be prohibited from smoking inside the buildings, common area, including all housing apartments starting on that date.

Tenants Responsibilities and Lease Violations

- 1) Tenants are prohibited from smoking inside all housing, and from smoking near the doors/entrances, windows and porches of neighbors or any other unit (without tenant’s permission), or administrative office or maintenance facility on site.
- 2) Tenants are responsible for the actions of their household, their guests, and visitors. Any tenant, including the members of their household, guests, or visitors will be considered in violation of the lease if found smoking in any Housing Authority facility or apartment, or anywhere on Housing Authority property that is deemed as a nonsmoking area. Visual observation of smoking is not necessary to substantiate a violation of this Smoke Free Housing Policy. For example, the presence of smoke, tobacco smoke odor, or smoke stains within an apartment in combination with butts, ash trays, or other smoking paraphernalia will be considered significant evidence of a policy violation.

- 3) In addition, tenant will be responsible for all costs to remove smoke odor or residue upon any violation of this policy. There will be a maintenance charge applied to the tenants account based on the maintenance charge list.
- 4) Any deviation from the Smoke Free Housing Policy by any tenant, a member of their household, or their guest or visitor will be considered a lease violation. A cleaning charge for maintenance will be added to the tenant account at time of move out. *(Any cigarette butts not properly disposed of may also be cause for a cleaning service charge.)*
- 5) No smoking signs will be posted both outside and inside the offices and common areas of the Davis Apartments property. Tenants will be responsible to inform all their household, family, guests and visitors that their apartment is smoke free and that their housing may be affected by violators.
- 6) If the smell of tobacco smoke is reported, the Housing Authority will seek the source of the smoke and appropriate action will be taken. Tenants are encouraged to promptly give Property Management staff a written statement of any incident where smoke is migrating into the Tenant's apartment from sources outside of the Tenant's apartment.

Health and Safety of Employees and Contractors

For the health and safety of Housing Authority employees and their representatives, no tenant shall have any type of tobacco or related product burning at such time as any employee or representative of the Housing Authority enters and remains in their apartment. If any tenant refuses to put out the burning tobacco or related product prior to the employee or representative entering their apartment, or if the tenant lights a tobacco or related product while an employee or representative remains in their apartment, the employee or representative shall vacate the apartment immediately and not return until such time as there is no longer any tobacco or related product burning. This may result in a delay of services to the tenant's apartment and possibly eviction.

Adoption of Policy by Tenant

Upon approval of this policy, all tenants presently living in Davis apartments and new tenants will be given a copy of this policy. After review both incoming and current tenants will be required to sign the Smoke Free Housing Lease Addendum/House Rules Amendment. A copy will be retained in the tenant file. All tenants will be required to sign the new no smoking agreement prior to the Effective Date. Failure to sign and/or return the Smoke Free Housing Policy Lease Addendum/House Rules Amendment to the Property Management office in a timely manner will result in a written warning, and if still not received after the two warnings, eviction. All current tenants who smoke will be provided with resources for a cessation program upon request. The development's Property Manager will provide information on cessation program accessibility.

Disclaimers and Representations

- 1) The Smoke Free Housing Policy does not mean that tenants and/or employees will have to quit smoking in order to live and/or work at the Housing Authority developments and offices or drive its vehicles.
- 2) The Housing Authority Not Guarantor of Smoke Free Environment – Housing Authority's adoption of the Smoke Free Housing Policy, and the efforts to designate portions of developments as non-smoking does not make the Housing Authority or any of its Board of Commissioners, officers, employees or agents the guarantor of Tenant's health or of the smoke free condition of the non-smoking portions of developments. However, the Housing Authority will take reasonable steps to enforce the Smoke Free Housing Policy. The Housing Authority is not required to take steps in response to smoking unless the Housing Authority has actual knowledge of the smoking and the identity of the responsible tenant.
- 3) Housing Authority Disclaimer – The Housing Authority's adoption of a non-smoking living environment, and the efforts to designate portions of its developments as non-smoking does not in any way change the standard of care that the Housing Authority has under applicable law to render its developments any safer, more habitable or improved in terms of air quality standards than any other rental premises. The Housing Authority specifically disclaims any implied or express warranties that the air quality in the apartment or the building containing the apartment will improve or be any better than any other rental property. The Housing Authority cannot and does not warrant or promise that its developments will be free from secondhand smoke. The Housing Authority's adoption of the Smoke Free Housing Policy does not in any way change the standard of care that it has to the Tenant's apartments and the common spaces.
- 4) The Housing Authority's ability to police, monitor or enforce the Smoke Free Housing Policy is dependent in significant part on voluntary compliance tenants, tenant's household, tenant's families, tenant's guests and visitors.
- 5) Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that the Housing Authority does not assume any higher duty of care to enforce this policy than any other Landlord obligation under the Lease. The Housing Authority is not responsible for smoke exposure even if the tenant, a member of the tenant's household, tenant's families, tenant's guests or visitors have respiratory ailments, allergies, or any other physical or mental condition relating to smoke.
- 6) Even though the Housing Authority has adopted a Smoke Free Housing Policy it cannot guarantee that smoking will never happen.
- 7) In apartments that used to allow smoking, the effects of that smoking may still linger.

Davis Apartments House Rules & Lease Amendment:

PARKING/VEHICLE POLICY

It is the policy of Davis Apartments (**DA**) to assign residents one parking spot per unit for one vehicle per household. Should a household have two tenants, they may have two vehicles, but only to the extent that space is available and without taking an assigned space from another unit. The rules listed below regard the use of the parking spaces and vehicles allowed or prohibited.

- 1. All units are assigned one parking space, regardless of whether the tenant owns a vehicle, or has a vehicle registered. Assigned spaces will be near your unit but may not be directly in front. Those with middle units will be assigned parking spaces on the corresponding side of the road to the unit's position from the center sidewalk (if tenant's unit is to the left of the sidewalk, the space will be on the left of the drive. If tenant's unit is to the right of the sidewalk, the space will be on the right of the drive).***
2. All tenant's must register his/her vehicle. You must register your vehicle with the Davis office and pay \$5 for a parking permit upon move-in (or when the initial parking permit is issued) and annually at recertification.
3. Tenants are required to notify the office of a change in vehicle. Should a change in vehicle occur mid-year, your information must be updated with the office, but you will not be charged another permit fee until recertification.
- 4. Tenant vehicles will be towed at the owner's expense if parked in another resident's parking spot.***
- 5. Davis Apartments and the Housing Authority of Mayfield will make every effort to maintain the assigned spot, but reserve the right to change parking spot assignments as construction, accommodations, or other unforeseen circumstances may require.***
6. Vehicles which are not operable or not properly licensed are not allowed on Housing Authority/Davis Apartments property. All vehicles must be in working order, road worthy, and properly licensed or they will be towed at the vehicle owner's expense. The owner will leave a notice of violation at least 24 hours before towing.
- 7. Visitors must park in areas not reserved for residents. A tenant's visitor may park in that tenant's reserved spot with the permission of the occupant AND after receiving a HA permit to park in the unit space. These may be obtained at the HA or DA office.***
- 8. Visitors must display a Housing Authority provided parking permit if parking in the unit's assigned space.***
9. Residents must display a Housing Authority provided parking permit.
10. Residents are not allowed to wash or repair vehicles with the exception of changing a flat tire or cleaning the interior.
11. Parking, stopping, or driving on yard areas (grassy areas) is not allowed for any reason. This will result in an immediate \$50 fine for each occurrence. This policy applies to all tenants, tenant's families, tenant's guests, and visitors. It is the tenant's responsibility to inform family, guests, and visitors of this policy while visiting Davis Apartments or any Housing Authority property.

12. Failure to properly display or possess a valid parking permit or comply with all other parking and vehicle rules will result in a \$50 fine and/or towing of the vehicle at the vehicle owner's expense.

Effective Date: The Effective Date shall be January 1, 2020. All tenants, tenant's families, tenant's guests, visitors, employees, and members of the public in and/or on Housing Authority property will be required to abide by the parking policy and marked parking spaces.

Tenants Responsibilities and Lease Violations

- 7) Tenants are prohibited from parking in spaces reserved for other units.
- 8) Tenants are responsible for abiding by each component of the parking policy. Any deviation from the Parking Policy, or failure to follow any component of the policy by any tenant, a member of their household, or their guest or visitor will be considered a lease violation. Any applicable charges as stated in the policy will also be applied to the tenant's account.
- 9) Parking spaces will be clearly labeled for each unit. Tenants will be responsible to inform all their household, family, guests, visitors of where they may or may not park according to the policy.
- 10) If a parking violation is reported, the HA will seek the source of the violation and appropriate action will be taken. Tenants are encouraged to promptly give Davis Apartments management staff a written statement of any incident where parking violations have been committed and can be verified.

Adoption of Policy by Tenant

Upon approval of this policy, all tenants presently living in Davis apartments and new tenants will be given a copy of this policy. After review both incoming and current tenants will be required to sign the Parking Policy Lease Addendum/House Rules Amendment. A copy will be retained in the tenant file. All tenants will be required to sign the new parking policy prior to the Effective Date. Failure to sign and/or return the new Parking Policy Lease Addendum/House Rules Amendment to the Property Management office in a timely manner will result in a written warning, and if still not received after the two warnings, eviction.

DAVIS APARTMENTS HOUSE RULES ADDITION: Anti-Harassment Policy

Anti-Harassment Policy

The Housing Authority of Mayfield is committed to maintaining a respectful, peaceful, and safe living environment for all residents, guests, and staff. Behavior that interferes with the rights, safety, or well-being of others is not acceptable and may be addressed as a lease violation or policy infraction.

1. Resident Conduct Toward Other Residents

Residents, household members, and guests are expected to interact with one another in a respectful and non-threatening manner. The following behaviors are considered unacceptable:

- Verbal abuse, threats, name-calling, or intimidation
- Physical aggression or unwanted contact
- Bullying, coercion, or efforts to isolate or control others
- Behavior targeting a person's race, color, religion, sex, national origin, disability, familial status, age, sexual orientation, or gender identity
- Ongoing or repeated contact that causes fear, alarm, or emotional distress

Such conduct may be addressed through warnings, lease enforcement, or tenancy action, depending on severity and circumstances.

2. Resident Conduct Toward Management or Staff

Residents and their household members are expected to treat property management staff, maintenance workers, and other housing authority representatives with courtesy and professionalism.

Unacceptable conduct includes but is not limited to:

- Use of threatening, hostile, or profane language
- Yelling, intimidation, or confrontational behavior
- Harassing phone calls, emails, or in-person interactions
- Spreading false or defamatory statements about staff
- Any behavior that disrupts the ability of staff to perform their duties effectively and safely

Repeated or serious instances of this nature may be considered a lease violation and may result in appropriate action under program rules and lease terms.

3. Reporting and Documentation

Residents are encouraged to report concerning or inappropriate behavior to management in writing. All reports will be documented and reviewed in accordance with HUD guidance and property policy. Retaliation against any person for reporting a concern will not be tolerated.

False or intentionally misleading reports may also result in lease enforcement action.

Policy Authority:

This policy is consistent with HUD regulations under the Fair Housing Act (42 U.S.C. § 3601 et seq.), 24 CFR Part 5 Subpart A, and HUD guidance including Notice 2016-05 regarding harassment and housing provider responsibilities.

Adopted by Davis BOD in 3/2025

Emergencies and Disasters

Calling for Help: This is your first, most important action. Emergency service personnel are there, ready to help, but must know what the problem is, how serious it is and where it is. Don't evict. Don't try to put out the stove fire. Don't start searching for the missing child. Call, and above all do not hang up until the dispatcher tells you to hang up.

Are You Prepared:

Preplanning – The time to consider emergency action is before the emergency, and then you will be better prepared.

Possessions – What if your home or car were destroyed by fire, tornado or other accident? Could you accurately report your possessions to your insurance company? One way is to take photos of each room – several views. Develop these, multiple sets, store in safety deposit box and give copies to friends or relatives to keep.

Evacuation Check List – If your home is on fire you have to leave at once. You can't take a chance on going back in because life is more important than any property.

What if you do have to leave home suddenly? What do you take? You need to decide beforehand, but you should think about it and have evacuation items together or at least clearly marked. You'll need to preplan. Think about it; make the list, then proceed. Try loading everything on your list into your car with your family. If everything does not fit, rework your list until it all fits. Tailor your list to your needs, but here are some suggestions:

Important Papers	Keepsakes	First Aid Kit
Clothing for the weather	Valuables	Emergency Food
Sleeping bags / blankets	Portable radio & batteries	Camping Equipment
Games / Reading materials	Water	Special Medications
Toilet articles	Flashlight & batteries	Tools

Home Survey – Study your home, correct any hazards. Are poisons out of reach of children? Are extension cords under rugs or hanging on shelves or hooks? Are exits blocked? Are windows in bedrooms blocked by furniture?

Evacuation Plan – Do you have one for your home? Sketch your home, show evacuation routes from each room. Practice, making sure all family members knows the routes.

Emergency Information – Does a family member have a medical problem? Are any family members' invalids or disabled? If so there should be a note on the front door and their window should be marked.

Emergency Supplies – Do you have an adequate first aid kit? Does everyone know where it is? Is it kept stocked and up to date? Do you have a fire extinguisher in the home? Do not keep the fire extinguisher by the stove; you may not be able to reach it if the stove is on fire. Do you have a flashlight, portable radio and fresh batteries? Do you have large plastic bags and masking tape to cover broken windows? Do you keep a two week supply of food and some way to prepare it?

Assembly – If you must leave your home suddenly be sure to have a meeting place outside where everyone will gather so you can make sure everyone is out. People have been seriously injured or killed going back into a home for a person who left using a different door.

Relocation – Each family should have a relocation site where they will meet if there is an emergency. How do I get the family together?

Pets – You need to prepare for the welfare of your pets as well as your own. In major emergencies a collar and leash are not enough. Do you have a pet carrier? Do your pets have all of their identification on them? Can you assemble quickly a pet kit, including medication, water, food and litter as needed?

Around Town – You are not always at home. Your family may be at several different locations. Do you know where they are? Does every member have identification on them at all times containing name, address, who to contact (friend or relative), telephone numbers and other pertinent information.

Reacting to an Emergency:

Accidents – You can be most effective by keeping calm. Call 911; give them all the information they need. If someone else is available to make the call, have them do so, while you care for a victim. Use your first aid training to assist the victim, but when in doubt – DON'T. Stop bleeding by pressing directly on the wound.

Do not move an accident victim if there is any suggestion of head, neck or back injury. Do only the procedures you have been trained to do. Keep others from the victim. Have someone lead EMS to the scene. If a person is trapped, do not try to free them.

If drugs or poisons are involved, try to find out what kind and tell the 911 dispatcher. Save any bottles, pill containers, etc. and give to EMS. If time allows someone else call poison control. Do not have the victim vomit unless told to do so by poison control or the 911 dispatcher.

Animal Bites – A special case. If you can do so safely, capture the animal or have someone to follow the animal to report to officers where it is. Every person who is bitten by an animal needs to be seen by a doctor, even if it is a household pet. Call 911 if the bite appears to be serious.

Winter Storm – If you suspect a major winter storm is on the way, try to get your family home. Listen to weather updates; check battery powered equipment, check supply of fresh batteries and supply of emergency food. Stay inside during the storm; do not overexert yourself by shoveling. Make sure to dress properly if you must go out.

Earthquake – Keep calm, DO NOT panic. If indoors, stay there. Get against an inside wall, stand in a doorway or lie under a desk or table. If outside get away from buildings, go to an area clear of walls, poles and downed wires. If you smell gas, leave the building at once. Remember there will be aftershocks. If you are inside, get outside after the first main shock.

Electric Short – Suddenly there is a short in some piece of equipment in your home, and you hear crackling and/or there is a small fire. Do not attempt to unplug the appliance, get out and call 911.

Fire – When there is a fire in your home or you smell smoke, get out. Remember extinguishers are to put out small fires such as a pan on the stove and to clear an escape route. Do NOT try to fight the fire. Heat and smoke rise. Get as low as you can and crawl to an exit. Check doors before opening. If the door feels hot, or has smoke seeping in around it, do not open. Go out a window.

Do not be a dead hero. If one of your family members is trapped inside, do NOT go back in. The fire department is only moments away and they have the proper equipment to go in safely. You can more successfully save the trapped person by telling the fire department someone is trapped and just where they are trapped at.

Flooding – Local flooding is possible when the Mayfield area receives a heavy rain. If there is heavy rain, listen to the weather for up-to-date information.

If you are told to evacuate, trust the authorities and remember your evacuation plan. Load your car, leave immediately and return only when the authorities tell you to do so.

Gas Leak – If you smell gas, open windows and door to ventilate your home. Go outside; call ATMOS Energy from a cell phone or a neighbor's phone. If you smell a strong gas odor outside, call 911.

High Winds – If winds begin blowing hard, check all outside items and secure. If your home is damaged by the winds, call 911. Stay inside and away from windows or skylights. If electric wires are down, do not go near them or anything touching them.

Lightening – Stay inside and away from electrical objects during an electrical storm. Turn off and unplug TV's, computers and other electronic devices. If your home is struck by lightning, contact 911.

Missing Person – Finding a missing person can be seriously complicated by the behavior of relatives who sometimes spend hours searching before calling 911.

If a person is lost, family should first check the house and immediate vicinity. Call friends or relatives who might have the child. If you do not find the person, call 911 at once.

While waiting for the police, write out a description of the missing person, locate a recent photo and stay home. A relative should stay at the house at all times to answer the phone and report if the missing person returns home.

Power Failure – If the power goes out in your home, determine if it is just your home or the neighborhood. If it is just your home, call Mayfield Electric and Water System. If the whole neighborhood's power is out and Mayfield Electric and Water System phones are busy, don't bother to call again. They will be aware of the situation and will restore power as soon as possible. Food will keep in the refrigerator and freezer for at least two days if you don't open the doors. Do not call 911 unless you have an emergency.

Tornado – City officials are in direct contact with the weather service. If tornado conditions exist, shelter is your best protection. If you are warned of tornadoes in the area, or see one, move immediately to the interior of your home. Stay away from windows. Be sure you have your battery powered radio and other emergency items. If you see a tornado, call 911 to advise them of where it is in relation to your home.

DAVIS APARTMENTS

An 88 unit, 221d3 Elderly and Disabled Community, est. 1979

Schedule of Maintenance and Excess Charges

Purpose

This schedule outlines standard charges that may be assessed to residents for repairs, replacements, or services caused by negligence, misuse, or tenant-related damage beyond normal wear and tear. Charges are based on actual material or vendor costs plus the hourly labor rate shown below. All rates are subject to review for reasonableness in accordance with HUD Handbook 4350.3, Paragraph 8-14.

Labor Rates

Type of Labor	Rate	Increment
General Labor – Workday	\$32.00 per hour OR \$8.00 per 15 minutes	15 min
General Labor – Non-Workday	\$47.00 per hour OR \$11.75 per 15 minutes	15 min

Maintenance Charges

Lockout	\$20.00 (workday hours only)
Key Replacement	\$6.00 (workday hours only)
Entry Lock Change (2 locks)	\$45.00 workday / \$52.00 non workday
Interior Lock or Passage Set	\$25.00 per set (workday hours only)
Sewer/Drain Unclogged	Hourly rate plus materials
Acid Treatment	Hourly rate plus materials
Broken Glass Repairs	Hourly rate plus materials
Holes, Cabinets, Doors etc.	Hourly rate plus materials
Sheetrock & Mud	Hourly rate plus materials
Interior Door Replacement	Hourly rate plus materials
Front Exterior Door (Metal Clad)	Hourly rate plus materials
Back Exterior Door (Metal Clad)	Hourly rate plus materials
Exterior Prime Door	Hourly rate plus materials
Broken Window	Hourly rate plus materials
Broken outlet or Light Switch Plate	Hourly rate plus materials
Clothesline Replacement	Hourly rate plus materials
Light Bulbs	\$4.00 per LED bulb – workday only (no charge if resident furnishes bulb)
Light Fixture Lens / Globe Replacement	Hourly rate plus materials
Toilet Replacement	Hourly rate plus materials
Screen Replacement	Hourly rate plus materials

Frame & Screen Repair	Hourly rate plus materials
Replace Security Hardware	Hourly rate plus materials
Screen Door Latch	Hourly rate plus materials
Re-Screen Security Door	Hourly rate plus materials
Blinds (Animal or Tenant Damage)	Hourly rate plus materials
Flooring replacement	Hourly rate plus materials (for burns, animal/tenant damage/staining)

Excess Charges

Appliance Cleaning at move out	\$50 – \$150 depending on condition
Stove Burners / Heavy Cleaning at move out	Hourly rate plus materials
Smoking Cleaning & Air Purification Charge	\$50 each occurrence after 2 nd complaint
Excessive Cleaning at move out	Hourly rate plus materials (when required beyond normal turnover cleaning)
Odor Remediation / Deodorizing Treatment	Hourly + materials or contractor fee (for smoke, pet, human waste, food odors beyond what is normal)
Trash Container (Fee from Collector)	\$50.00
Removal of Junk / Trash from Yard	\$10.00 per item or hourly rate plus dump charges
Removal of Trash from Units –	Hourly rate plus dump charges
Improper Parking/Driving on Lawn	\$50.00 per occurrence
Water Hose Left Running	\$32.00 workday / \$47.00 non-workday
Hook Up Dryer Vent	\$15.00
Extra Phone Jack	Hourly rate plus materials
Extra Cable Jack	\$75.00
Install Dryer Hose	Hourly rate plus materials
Crisper Cover	Hourly rate plus materials

Unlisted Damages or Repairs

If an item or service is not specifically listed in this Schedule of Charges but is damaged, altered, or requires repair or replacement due to tenant neglect, misuse, or abuse, the resident will be charged the actual cost of materials and/or vendor services, plus the established hourly labor rate. All charges will be documented through work orders, photographs, and/or invoices and will reflect only the reasonable and necessary expense incurred to restore the item to good condition.

Definitions and Notes

- **Material costs** include replacement parts, supplies, or third-party vendor services billed at actual cost to the property.
- **Normal wear and tear** refers to the natural and gradual deterioration that occurs with ordinary, everyday use of a unit over time. It does **not** result from carelessness, neglect, misuse, or abuse by the resident, household members, or guests. Examples of normal wear and tear include light carpet traffic wear, minor scuffs or nail holes on walls, slight fading of paint, and routine aging of fixtures or finishes. Damages that go beyond this (such as large wall holes, broken fixtures, stains, burns, or missing parts) are considered **tenant-caused** and may result in charges according to this schedule. Normal wear and tear items are never charged to residents.
- Residents may request to review invoices or receipts for verification of charges.
- Rates may be adjusted periodically to reflect current market pricing.

Effective Date: January 1, 2026

Authorized by: MHA Board of Commissioners on 10/28/2025