



PUBLIC HOUSING HANDBOOK

This handbook covers many of the questions you may have about the Housing Authority of Murray's Public Housing Program. If you cannot find the answers you need in this handbook, please call or come by our office.

We are here to help you.

HOUSING AUTHORITY OF MURRAY

716 Nash Drive
Murray, KY 42071

(270) 753-5000 Phone

(270) 753-2073 Fax

(270) 293-3550 Emergency Maintenance

www.phamurray.org

WELCOME

The Housing Authority of Murray is pleased to welcome you and hope you will enjoy your new home.

We are glad you are here and are happy to serve you and your family. We hope you will have many years of comfort, security, and happiness in your new home.

This book has been prepared to assist you in understanding your Lease, and to provide you with information about the Housing Authority of Murray.

We ask that you read this book carefully. If you have any questions, contact the main office.

Again, WELCOME – we are looking forward to serving you!

Sincerely,

Faye Dodd,
Executive Director

*** All policies adopted by the Housing Authority of Murray Board of Commissioners can be viewed at the main office.**

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**PLEASE NOTE THAT ALL
HOUSING AUTHORITY OF MURRAY FACILITIES
ARE
SMOKE-FREE.**

Our Office Hours

8:00 a.m. to 4:00 p.m. (No rent is taken after 3:30 p.m.)
Monday – Friday and closed on legal holidays
Closed 12:00 p.m. to 1:00 p.m. for lunch

Your New Address

The address of your home is _____ and your zip code is 42071. Notify the local post office by filling out their “Change of Address” card.

Requests for Accommodation

Persons with disabilities may request a reasonable accommodation in order to fully utilize this housing program and related services. The Housing Authority will make all reasonable efforts to be flexible in assisting persons with disabilities to participate in the program successfully. Requests for accommodation will be verified to ensure that the accommodation is reasonable. Examples of reasonable accommodation are as follows:

- Home visits if your disability prevents you from coming to the Housing Authority office.
- TDD or TDY Devices.
- Accessible format for the Housing Authority correspondence.
- The use of an advocate or interpreter.

Telephone Numbers

Housing Authority of Murray Office	270.753.5000
Faye Dodd, Executive Director	ext. 305
Vonda Murdock, Deputy Director	ext. 310
Kim Lovins, Comptroller	ext. 303
Vickie Poston, Occupancy Specialist	ext. 302
Marla Reed, Administrative Assistant	ext. 315
Housing Authority of Murray Fax	270.753.2073
Emergency Maintenance	270.293.3550
Murray Electric	270.753.5312
Murray Municipal Utilities	270.762.0300
Dept. of Community Based Services	855.306.8959
Need Line	270.753.6333
Murray Calloway County Hospital	270.762.1100
Social Security Office	800.772.1213
Murray Elementary	270.753.5022
Murray Middle	270.753.5125
Murray High School	270.753.5202
Murray Family Youth Services	270.759.9592
Hope Calloway	270.761.6802

Terms to Understand

Community Service: Requirement of 8 hours volunteer work from each adult in the household unless they are working at least 20 hours per week, household receives SNAP benefits, a full-time student, over 62, or disabled.

Flat Rent: 80% of Fair Market Rent as determined by HUD.

HAM: Housing Authority of Murray.

Interim Certification: Required at any time household size, wages, or income changes.

Pest Control: Quarterly pest control spraying of each unit by HAM maintenance employees.

PHA: Public Housing Authority (same as Housing Authority of Murray).

Public Housing Program: The program operated by the Housing Authority to house low-income families in Housing Authority owned units.

REAC: Real Estate Assessment Center – Organization responsible for reporting property inspections to HUD.

Recertification: Every household is required by HUD to complete an annual re-examination of income and family status.

Total Tenant Payment: Before any utility allowance is applied, this is the lesser of a) Annual Family Income \div 12 x 10%, b) Annual Family Income – deductions \div 12 x 30%, c) Minimum Rent, or d) Flat Rent.

Uniform Physical Condition Standards (UPCS): The inspection standard used to determine if the rental unit is acceptable under the Public Housing Program.

Utility Allowance: The amount deducted from the Total Tenant Payment for utility costs paid by the family for families that are not on Flat Rent.

Items You Need to Know as You Move In

What is the Security Deposit Amount?

Security deposits are \$150 for families and \$100 for elderly (62 or over) or disabled head of household. Your security deposit is retained for 60-90 days after you move out in order to process any remaining charges.

When Do I Receive My Keys?

You will be given two keys for your unit. You may wish to have extra keys made for other members of your family. Duplicates are available for a charge of \$3 per key. If you lose your keys, you must come to the Housing Authority office in person and borrow a key. **After hours calls due to lockout will result in a \$50 charge to your account.**

What is My Rent Amount?

In order to know the amount you will pay in rent, the Housing Authority must determine final eligibility.

Annual Income

Annual Income is defined as the anticipated total annual income from all sources. Although some types of income are not counted, the family is responsible for reporting all sources of income for the household. HUD rules determine what will be included in the Annual Income calculation. This is the first step toward determining the amount of rent the resident will pay.

Examples of Income

Employment	Net income of a business	Social Security
Unemployment	SSI	TANF (AFDC)
Pensions	Annuities	Alimony
Relocation Payments	Interest from Assets	Military Pay
Child Support	Regular Contributions/Gifts	Net Income from Real/Personal Property

Determine Adjusted Annual Income

After determining the total Annual Income for the household, the Housing Authority makes any necessary adjustments in accordance with HUD regulations. Adjusted Annual Income is calculated by subtracting HUD-approved deductions and allowable expenses from the Annual Income. The Adjusted Annual Income amount is used to calculate the Total Tenant Payment (TTP).

HUD-approved Deductions and Allowable Expenses

Dependent Deductions

A \$480 deduction is allowed for each minor under the age of 18 and for family members 18 and over who are full time students.

Elderly/Disabled Deductions

A \$400 deduction is allowed for families with a head of household who is at least 62 years old or is disabled.

Allowable Medical Expenses

For an Elderly family or Disabled family, verified medical expenses will be deducted (including anticipated prescription costs) for all family members when these expenses exceed 3% of the Annual Income.

Allowable Disability Assistance Expenses

Disability assistance expenses that exceed 3% of Annual Income will be deducted, if they permit a family member to work.

Allowable Childcare Expenses

Reasonable childcare expenses will be deducted if the family member is 13 years old or younger, and the expense enables a family member to work or attend school. This expense amount is not to exceed your Annual Income amount.

Example

Household Income/Composition:

Head of Household works, earns \$12,000 per year.

1 Child (5 years old)

Child Care	\$75 per week
	<u>x 52 weeks</u>
<u>Total</u>	<u>\$3,900 per year</u>

Annual Income	12,000
Dependent Deduction	-\$480
Child Care Expense	<u>-\$3,900</u>
Adjusted Annual Income	\$7,620

Schedule of Income Limits

Please refer to www.phamurray.org for current income limits.

Schedule of Flat Rents

Effective October 31, 2014 for new residents.

0 Bedroom	\$377.00
1 Bedroom	\$424.00
2 Bedroom	\$509.00
3 Bedroom	\$727.00
4 Bedroom	\$729.00

Schedule of Utility Allowances

Electric Allowances

0 Bedroom	= \$11 allowance per month
1 Bedroom	= \$17 allowance per month
2 Bedroom	= \$22 allowance per month

Gas Allowances

0 Bedroom	= \$40 allowance per month
1 Bedroom	= \$45-\$47 allowance per month
2 Bedroom	= \$52-\$55 allowance per month
3 Bedroom	= \$67 allowance per month
4 Bedroom	= \$80 allowance per month

How, When, and Where Do I Make My Rent Payment?

Your rent is due on the 1st of each month and late on the 15th after 3:30 p.m. or on the last business day *before* the 15th after 3:30 p.m., if the 15th of the month falls on a holiday or weekend. Monthly statements are mailed along with a newsletter informing residents of the dates that the office will be closed. The late fee for rent is \$30.

Prompt payment of your rent will not only save you added expense and help control your budget, it will also help your credit rating in the future.

You may pay your rent with a check or money order (cash is not accepted).

You may pay by mail, in person at the HAM office, or by dropping your payment in the drop box located by the front door of the main office. Please make all payments payable to HAM and include your name and address on the payment.

The returned check fee for any check is \$25. You are allowed a maximum of two (2) returned checks. A money order or cashier's check must be given for all returned checks. You will be on a "money order/cashier's check only" basis if you exceed two (2) returned checks.

Inspection Checklist for Uniform Physical Conditions Standards

Your unit will have an initial inspection and housekeeping inspections twice per year. Additionally, a UPCS inspection may occur as often as twice per year. Units are chosen randomly for HUD-REAC inspections, which can occur every three years.

Use this checklist to help determine if your unit will pass our guidelines and standards. Any issues you discover in your unit should be reported to the Housing Authority, as it may not be acceptable due to Uniform Physical Condition Standards adopted by HUD.

Please report problems to the office whenever you find them.

Is the paint chipping, peeling, or cracking?

Are the electrical outlets working?

Are the electrical outlet covers cracked or missing?

Are the windows and screens in good condition?

Are the walls, ceilings and floors in good condition?

Are all appliances working properly?

Are the tub, sink, shower, and toilet in good working condition?

Does the exhaust fan work correctly?

Do all light fixtures including porch lights work correctly?

Does the water heater work correctly?

Does the unit contain a smoke detector?

Is there evidence of a leaking roof?

Are there any exposed wires in the ceilings or the walls?

Is there evidence of a pest infestation?

Notes: _____

Which Company Provides Cable Service?

You may choose any cable service provider. *

Which Company Provides Internet Service?

You may choose any internet service provider. *

*Your lease prohibits you from attaching or placing any fixtures, signs, or fences on your unit, any common areas, or property grounds, this includes satellite dishes.

Telephone Service Options

For landline telephone service, you have the choice of either Murray Electric or AT&T. Call the local Murray Electric office at (270)753-5312. Call the local AT&T office at (270)753-7533.

The Lifeline program can help you afford either a landline or wireless telephone. Both AT&T and Murray Electric can give you information on qualifying for Lifeline. Many providers for wireless phones also offer Lifeline.

What is the Housing Authority Responsible For?

- Providing families with prompt, professional service.
- Reviewing all applications to determine an applicant's eligibility.
- Explaining the rules of the program to the families who qualify.
- Collecting your rent.
- Paying for utilities and services as outlined in the lease agreement.
- Repairing any damages that are caused by normal wear and tear.
- Complying with the terms of the Lease.
- Cooperating with equal housing opportunity requirements.
- Complying with fair housing laws.
- Completing the initial inspection and bi-annual housekeeping inspections.
- Determining the gross amount of your rent, and the allowance for utilities.
- Reviewing your income and family size at least once each year to determine your income-based rent amount.
- Enforcing the lease.
- Investigating complaints regarding violations of the lease.

What am I Responsible for?

- Inspecting your unit as you move in.
- Maintaining your home and yard properly. You are also responsible for keeping your porch and walkway free of snow and ice or any other hazards.
- Paying your rent in full and on time.
- Attending all appointments scheduled by the Housing Authority of Murray.
- Supplying any information that the HAM or HUD determines to be necessary.
- Signing and submitting consent forms required by the HAM for obtaining information.
- Supplying any information and signing required changes as requested by the HAM to verify household composition.
- Providing a 30-day written notice to the HAM before moving.
- Allowing the HAM to inspect the unit at reasonable times and after reasonable notice.
- Using the unit for residence by the family. Only those persons listed on the lease may reside in the unit and use the residence as their address.
- Notifying the HAM in writing of the birth, adoption, or court awarded custody of a child within 5 days of occurrence.
- Requesting HAM written approval to add any other family member as an occupant of the unit. New members are required to go through the application process.
- Notifying the HAM promptly in writing if any family member no longer lives in the unit.

- Paying utility bills as defined in the lease agreement.
- Supplying all information about the family truthfully and completely.
- Complying with *all* terms of the lease.
- Performing community service hours if required.
- The family, including each family member, must not:
 - Commit any serious or repeated violation of the lease.
 - Commit fraud, bribery, or any other corrupt or criminal act in connection with the Public Housing Program.
 - Participate in illegal drug or violent criminal activity.
 - Sublease the unit.
 - Receive housing assistance while receiving another housing subsidy for the same unit or a different unit under any other Federal, State, or local housing assistance program.
 - Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises.

Where Do I Park?

There are no assigned parking spaces. Parking is on the street only. Bring registration for your vehicle(s) to the office. Inoperable vehicles will be tagged for towing or issued a code enforcement violation citation by the City of Murray for an amount up to \$700.

Parking on lawns is prohibited at all times; anyone violating this policy may be assessed a \$25 charge plus any lawn repair charges, or the vehicle may be towed at the owner's expense.

We have many children in our neighborhoods, often in or around the streets. Please be careful when driving through your neighborhood.

Housekeeping

When you move into your unit, everything has been inspected. Walls and floors have been cleaned, and all necessary repairs have been made. Good housekeeping will keep it that way. There is nothing better to prevent diseases and pest infestation in your home than good cleaning habits.

Do *not* put grease down the sink in your kitchen or bathroom.

Clean your pots, pans, stove, and oven each time you use them.

Clean your toilet at least twice a week, and your bathroom floor, shower walls, and bathtub every week. Do not flush toys, grease, sanitary napkins, paper towels, or wash cloths down your toilet. Drain clearance fees are very expensive and can affect your neighbor's plumbing also.

Keep your garbage can covered. Use a plastic bag inside the trashcan to avoid bad odors from wetness. Wash and disinfect kitchen trashcans weekly.

Kitchen:

Thoroughly clean your stove and hood inside and out. The top of the stove can be lifted up for cleaning. Use warm soap and water. When cleaning stovetops be sure to use a non-abrasive cleanser. Also clean the oven, oven racks, and vent hood filters as needed.

Clean the kitchen sink and keep it free of all dishes.

Wipe down the inside and outside of cupboards and drawers weekly.

Store all cookies, crackers, cereal, etc. in covered containers.

Keep all other appliances clean such as blenders, toasters, and microwave ovens.

Floors:

Use a broom and mop for your daily floor cleaning. Do not use paste wax.

Walls:

Wipe down inside walls with warm water, a cloth and a recommended stain remover such as Spic 'N Span weekly or as needed.

Do not put large nail holes in the walls. Use proper wall hooks for hanging items. No molly bolts allowed.

Exterior Area:

You must keep the front and back yard areas clean at all times. Do not clutter the outside of your unit with excess garbage, twigs, or other articles such as furniture. You cannot store appliances in the front or back yard. Motorized vehicles are not allowed on porches.

Call the city sanitation department at 762-0380 for more information on large item pick-up.

Maintenance Issues

Maintaining our properties in excellent condition is one of our goals. As one of our residents, we need your help in reaching this objective. Report any problem that you discover.

A dripping faucet, a leaking toilet, a broken sprinkler head, a missing or broken electrical plug cover, a cracked window or a dripping water pipe are all cause for concern. Also, report any street lights that do not work properly.

Who Maintains My Yard?

Our private contractor is responsible for mowing your lawn. However, you are responsible for removing all personal items off the lawn areas for ease of mowing.

Swimming pools for children may only be used while an adult is available to supervise at all times. Do not leave your pool in your yard full of water. Drain and put away the pool each time you use it.

Put your garbage container away the day the garbage is picked up. If maintenance moves your garbage container, there will be a \$10 charge. If your yard is not properly maintained, it will be done for you and you will be charged.

A neighborhood is judged by its appearance, and we ask for the cooperation of all residents to keep their yards neat and clean.

What If I Need Pest Control?

Quarterly pest control is provided at no cost. The schedule for this service will be in the monthly newsletter that is mailed along with your rent statement. If the pest control technician cannot spray due to inaccessibility (for instance, locked doors or clutter), you will be charged \$25 for the return visit. Sticky traps are available at the Housing Authority office at no cost.

May I Have Pets?

Yes, but *before* you bring a pet into your home, there are a few things you must do and know. The Housing Authority has rules regulating the size, number, and types of pets that a family can have.

Please check with the office regarding Pet Policies, Deposits and Annual Fees.

If any unauthorized pets are found in your unit, and you have not reported them, your lease could be terminated. Visiting pets are not allowed.

Renter's Insurance

You need insurance to protect your belongings. The Housing Authority has insurance, but it only covers the building. Most renter's insurance policies cover your belongings.

Policies are available at most insurance agencies in town. Shop around and get the best deal for your money. If you have a car, the insurance company that covers your car may offer a discount if you add renter's insurance. Make sure your insurance agent knows about any items that are particularly valuable.

Notify the Housing Authority When You Are Away

If you will be away longer than 14 days, you must notify the Housing Authority.

What If Income or Family Size Changes?

As you know, your rent is based upon the amount of income your family receives and the number of persons in your family.

We are required to recertify your family income and family status annually to determine the rent you will pay for the coming year. You will be notified of your scheduled appointment for this review.

In addition to the annual recertification, you are required to report any change in your income within five (5) business days.

Your unit is leased only to you and the family members on your lease.

Am I Required to Transfer Due to a Change in My Family Composition?

If your family composition changes and as a result the bedroom size of your unit is no longer suitable, as determined by the HAM office, you will be required to transfer to a unit of the appropriate size when a unit becomes available.

Failure to transfer is considered reasonable grounds for terminating your lease agreement.

Informal and Formal Hearings

The Housing Authority of Murray provides program participants with the opportunity for an informal hearing for any adverse decisions related to the resident's occupancy.

The Housing Authority must give participants a prompt written notice of the determination of the informal decision. The notice must describe:

- 1) The reason for the decision.
- 2) The procedures for requesting a formal hearing if the participant does not agree with the determination.
- 3) The time frame for requesting a hearing.

The Housing Authority also has written formal hearing procedures, which specify that:

- 1) A hearing officer will conduct the hearing. This officer must be someone other than a Housing Authority of Murray employee.
- 2) The family has the right to legal counsel, at their own expense.
- 3) Both the family and the Housing Authority have the opportunity to present evidence and/or witnesses.
- 4) The Hearing Officer issues a written final decision, which also states the reasons, in a timely manner with a copy given to the family.

Please note: The process for hearings are detailed in the Grievance Procedure.

Reminder of Lease Violations

Lease violations include but are not limited to:

- Crimes of drug related or criminal activity on or off the premises.
- Unauthorized guests.
- Use of firearms, B-B guns, and slingshots are not allowed on the premises.
- Unreasonable loud noises and disturbances of any kind. If you have a problem in your area, inform the office.
- Parking on the lawns.
- Housekeeping violations.
- Disconnection of smoke detector.
- Temporary or permanent disconnection of utilities.

Violation of any of the above is cause for termination of your lease.

Illegal Activities

The selling, possession, and/or distribution of illegal drugs, the discharge of firearms, gang activities, graffiti, and/or harassment of other residents for any reason is illegal and cause for termination of your lease.

What to Do If You Decide to Move

- 1) Complete a “30-day Notice to Vacate” form at the Housing Authority of Murray’s main office with a forwarding address.
- 2) You are responsible for your rent payment until your 30 days has passed or you turn in your keys to the Housing Authority of Murray, whichever is later.
- 3) If you do not return the keys, the Housing Authority will continue to charge you for occupancy of the unit.
- 4) You must pay the Housing Authority all rent and/or costs due to damage. Credit bureaus will be notified of the amount due.
- 5) Your belongings, furniture, clothes, and vehicles must be removed by the end of the 30-day notice.
- 6) Leave the unit in good condition.
- 7) Give the office your forwarding address.
- 8) Disconnect all utilities that are in your name.

After you move, your security deposit will be returned to you in full, within 60-90 days, if you:

- Provided proper notice to vacate to the HAM office.
- Supplied a forwarding address.
- Caused no damage to the dwelling unit.
- Cleaned the unit completely, including the refrigerator, range, floors, bathroom, closets, cupboards, windows, and immediate yard area.
- Removed all personal property and furnishings.
- Returned all keys to the Housing Authority office upon vacating. **Do not leave keys in the unit or with a neighbor.**
- Vacated properly without any unpaid late or outstanding rent charges, maintenance or repair charges, or unpaid utilities.

Lease Addendum

1. Do not install window coverings into the actual window frame.
2. Only persons listed on the signed Lease Agreement are to receive mail at your address.
3. Only persons listed on the signed Lease Agreement are to reside in the unit. Any visitor staying longer than fourteen (14) days in one year must have the approval of the HAM.
4. Your Lease Agreement is for one year. If you wish to vacate, you are required to give a written (30) day notice. You will be responsible for the monthly rent until the notice date and until the key is returned to the Office. Uncollected rent amounts are reported to the Credit Bureau for collection.
5. You are required to promptly report to the office any maintenance needs. Maintenance calls received that are not valid will be charged to the resident for the time that it took to respond.
6. 60 watt light bulbs are to be used in any light fixture. 40 watt light bulbs are to be used in any appliance (stove hoods). A bulb in excess of these specifications can cause damage that you will be responsible for.
7. Installation of ceiling fans or air conditioners must be approved by HAM.
8. Automobiles are prohibited on lawns; this includes while moving in or out.
9. Only potted plants and furniture designed for outdoor use are allowed on porches. Nothing is to be set on the lawns that will impede mowing. We are not responsible for any damage to items left on the lawns, this includes water hoses and toys. BBQ's should be kept on the back porch.
10. White/Neutral blinds and/or curtains may be used in windows. Signs may not be placed in windows for any reason.
11. Do not put grease down the sinks. If we find grease or any foreign matter down any drain, you will be charged.
12. Disconnect outdoor water hoses during the winter months and store inside.
13. The resident must dispose of all refuse. A \$50 fee will be charged to the resident if HAM staff must remove any debris or large items.
14. Contact the office if you have a maintenance request. Do not request additional maintenance items while the crew is there on duty unless it is an emergency. Call the office to request these.
15. Rent is considered late after the 15th of each month at 3:30 p.m. or the last business day before the 15th at 3:30 p.m. After that, you will be charged a \$30 late fee if your bill has not been paid.
16. Swimming pools are to be attended to at all times while in use. If no adult is present, the pool will be removed by staff. When not in use, it must be removed from the lawn area.

I have read and agree to the above rules, and understand any violation, or a combination of violations, of the above items could result in the termination of my lease.

Resident Signature _____ Date _____

Housing Authority Representative _____