

POLICY HANDBOOK

RIVERVIEW APARTMENTS
NEMASKET APARTMENTS
ARCHER COURT

Middleborough Housing Authority

8 Benton Street, Middleboro, MA 02346

508-947-3824

Maintenance Emergency line

508-802-3264



WELCOME HOME!

On behalf of the Middleborough Housing Authority's board members and staff, welcome to your new home.

The Middleborough Housing Authority (MHA) is deeply committed to providing you with a safe, comfortable, and affordable home. We currently oversee 354 housing units, including family, elderly/handicapped, and special needs housing, as well as State and Federal subsidized rental assistance voucher programs with private landlords. Our priorities are maintaining affordable rental units, promoting home-ownership housing opportunities, and meeting local housing needs through community partnerships.

We are incredibly proud of our developments here in Middleboro. The Middleborough Housing Authority was created in 1948 to provide affordable housing for lower-income veterans and families. We operate within Middleboro, Massachusetts, and have 190 apartments and 164 vouchers. The Middleborough Housing Authority operates under guidelines set out by their regulatory agencies, the Executive Office of Housing and Livable Communities (EOHLC), MassHousing, and the Department of Housing and Urban Development (HUD).

Living in a development like this will be a new experience for most people. You will share with many other residents and the Middleborough Housing Authority the mutual obligation to make the development a pleasant and attractive example of community life in our town.

The Housing Authority must provide efficient management to contribute to sound financial administration. To this end, we will repair and maintain the property and, with your assistance, keep it attractive and a credit to the community.

The MHA office is at 8 Benton Street, Middleboro, MA 02346. Administrative office hours are 9:00 a.m. to 3:00 p.m. Monday, Tuesday, Thursday, and Friday. You can reach us by phone at 508.947.3824 and by fax at 508.947.6393

MHA has three sites:

- Archer Court – family housing
- Nemasket Apartments – elderly and disabled housing
- Riverview Apartments – elderly and disabled housing

Smoke-Free

The Middleborough Housing Authority has instituted a No Smoking Policy for all MHA properties, including individual apartments.

Middleborough Housing Authority shall not discriminate based on race, color, national origin, age, sex, sexual orientation, or disability in admission to, access to, treatment, or employment in its programs and activities.

BOARD OF COMMISSIONERS

Chairperson: Richard Young	Vice Chair: Scott Bernard
Treasurer: Maureen Nicholson	Commissioner: Veronica Haywood
Commissioner: Nancy Thomas	

STAFF

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MAINTENANCE

OFFICE 508-947-3824 ext. 6
AFTER HOURS 508-802-3264

Dave Fongellaz, Maintenance Supervisor
Dave@middleboroha.org

Roger Fillion, Maintenance
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Joe Drysgola, Maintenance

8 Benton Street, Middleboro, MA 02346
Tel (508) 947-3824, Fax (508) 947-6393
Office window hours: 9:00 a.m.-3:00 p.m. Monday, Tuesday, Thursday, Friday

Please review the Policies and contact the office with any questions!

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MIDDLEBOROUGH HOUSING AUTHORITY

All properties within the Middleborough Housing Authority are non-smoking (see Attachment A – No Smoking Lease Addendum). This includes all forms of smoking, including but not limited to cigarettes, vaping, and marijuana. **Note: It is against federal law to consume, in any form, marijuana on a federal public housing property.** Smoking is not permitted inside your leased unit or **anywhere** on the Authority's property, including but not limited to the grounds and parking lot (inside of cars parked on the lot, etc.). **This means that to smoke, you must leave the property.** This policy extends to your guests and visitors. If you would like information regarding cessation classes, please contact the Housing Authority, and a referral will be provided.

Reasonable Accommodation

The availability of reasonable accommodations for tenants in matters such as reasonable modifications to physical spaces, tenant transfers, parking, trash disposal, and others can be requested. It will be evaluated on a case-by-case basis by the Executive Director. The Authority shall not discriminate based on race, color, national origin, age, sex, sexual orientation, religion, familial status, gender identity, marital status, receipt of public assistance, military status, or disability in admission to, access to, treatment in, or employment in its programs and activities.

Lease

Your lease is a legally binding agreement, also known as a "contract," between you (tenant) and the Middleborough Housing Authority (landlord). The lease contains essential information such as the names of the unit's occupants, the conditions under which you occupy the unit, and the conditions under which the lease may be terminated by either you or the Authority. It identifies how much rent and separate fees, such as cable, you are to pay each month. It also contains information regarding your rights to appeal if you are terminated for non-payment of rent or any other reason (also known as "cause"). If you would like to terminate your lease agreement, you must issue a 30-day notice to quit to the Authority.

You are provided a copy of your lease and its attachments (i.e., No Smoking Lease Addendum) at the time of move-in. If you would like a copy of any form in your tenant file at any other time during your tenancy, please provide a written request to the housing office, and copies will be made available to you.

Keys

When you sign your lease agreement, we will provide the key to your apartment, community building (Riverview and Nemasket), and mailbox key (Riverview and Archer Court). Additional apartment keys may be made. Community building and mailbox keys cannot be duplicated. The cost to replace the Community Building or mailbox key is \$35. Please notify the office immediately if your key is lost or stolen.

For safety reasons, the Housing Authority changed the locks on your unit before the move-in date. You may not change your locks.

LOCK-OUTS

An office or maintenance for after-hours assistance. Charges will apply for after-hours lock-out services. A lock-out fee will be charged to the tenant's account the following business day. Lock-out fees must be paid at the MHA office and not directly to the maintenance personnel.

Lock-out fees

- | | |
|-------------|---|
| • No Charge | 1st call- tenant will receive a letter with a copy of the policy |
| • \$10.00 | Calls during business hours |
| • \$30.00 | All further calls after hours, weekends, or holidays, including calls after 3 rd lockout |

Please call the office if you get locked out during regular office hours. The staff can only let the legal residents of that unit in. Call the maintenance emergency number (508-802-3264) after hours, weekends, and holidays. You will be charged a lock-out fee. To prevent this, provide a family member or friend with a key to your unit to avoid lock-out charges. The

MAILBOXES

Remember to notify the Post Office of your change of address.

Moving in

Your lease contains essential information, such as the names of the occupants of the units, the conditions under which you occupy the unit, and the conditions under which the lease may be terminated by either you or the Middleborough Housing Authority. When moving in and out of the property, please be considerate of your neighbors and try to schedule your move between 8 a.m. and 7 p.m. (when possible). Do not damage common and unit hallways, doors, and light fixtures. For security reasons, do not prop open doors when unattended.

The Authority recommends, but does not require, that each tenant obtain renter's insurance as the Authority is not liable for damages to tenant property, such as but not limited to fire, water damage, or theft. Contact your insurance agent regarding the renter's insurance policies covering your apartment's contents. Often, renter's insurance can be combined with your auto or other types of insurance policies.

Once you have moved into your new apartment, check to see that everything is in proper working condition. If you notice anything not caught during your inspection, please immediately report it to the office. Please flatten any boxes used for move-in and put them into trash containers. Familiarize yourself with the electrical box, water shutoff valves, and GFI outlets.

Temporary Vacancy

Sometimes, you are out of your unit but not planning to move. If you have an unplanned temporary vacancy, such as hospitalization or an extended vacation, and require additional time away, permission may be granted under certain conditions. The Authority will review its Admissions and Continued Occupancy Plan (ACOP), your Lease Agreement and its attachments, and any state or federal regulations

regarding extended absences to provide you with information regarding any restrictions on your extended time away from your apartment.

Moving Out

Please provide a thirty-day written notice if and when you decide to move out. The Housing Authority will schedule a move-out inspection with maintenance. At that time, you will walk through the unit with maintenance and identify any areas of concern beyond normal wear and tear. Please return all keys at the move-out inspection. Please return your keys to the Authority office or during your move-out inspection; do not leave them in the unit. You returned the unit's possession to the Authority when you returned the keys. Without receipt of the keys, the Authority may continue to charge you rent for the unit. Please remove all of your belongings from your unit by the move-out date. If you become ill and will not be coming back, a family member or friend must let us know of your situation and complete the move-out requirements. Please provide the Authority with the forwarding address and phone number and update it with the post office.

Personal Property

Please remove all of your belongings from your unit by the move-out date. This avoids a charge for removal and/or storage. By law, the Authority must store your items if there is no clear direction regarding their proper disposal. In the event of death, your estate will resolve issues regarding the disposition of your personal property (not the Authority). In the event of death and transfer to a higher level of care, the unit must be cleared within 14 days of the date of death or transfer.

Future Tenancy

The Authority appreciates your decision to lease with us. Your opportunity to be housed again through the Authority depends on your record as a past tenant.

Rent

Rent is due on the FIRST of each month and considered late on the 7th. A \$25 late charge is added to your account if your rent is not paid on time, and the Authority may declare the unpaid rent delinquent and issue a written notice of termination of the lease agreement.

You may pay your rent by certified check, personal check, automatic clearing house debit (ACH), or money order. Please write your name, address, and apartment number on your rent payment and make it payable to "Middleboro Housing Authority" or 'MHA.'

Rent payments may be delivered by mail or in person to:

The Middleborough Housing Authority
8 Benton Street
Middleborough, MA 02346

You may pay your rent in person during our regular office hours or place your rent payment in the lock box outside the office.

Direct debit is available and is strongly encouraged. Tenants may apply for automatic clearing of housing debts or ACH. The Authority will conduct a bank draft of your current monthly amount due on the fifth of

the month. Tenants that are approved for ACH services will not incur a late fee for successful drafts. Tenants may request additional ACH drafts of other fees due, such as damages and repayment agreements). Unsuccessful drafts may incur an insufficient funds fee and a late rent payment fee.

Annual Recertification

Your annual recertification happens yearly (Archer Court, Riverview, July 1st; Nemasket, March 1st). During this time, you will be asked to provide income, proof of assets, and eligible deductions you may have.

Interim changes

When a change in income occurs, the tenant must obtain the appropriate interim change forms from the office and provide sufficient third-party documentation. You can request a change form in person, by phone, or by email. Changes occur when your income increases or decreases or household size changes. Depending on the situation, your rent will either go up or down. After reporting this information, you will receive a Notice of Rent Change informing you of the new rent and when the change is effective. Please report an increase in income as required to avoid a retroactive rent adjustment. This is also a severe lease violation and can lead to eviction.

Grills

Grills may be used only with written permission from the Housing Authority. Upon approval, the guidelines will be forwarded to you.

Quiet Enjoyment

Your housing community is a reflection of its occupants. You and your neighbors have the right to privacy and enjoyment. Please communicate with your neighbor any concerns.

Reasonable quiet hours are between 10 pm and 10 am. During this time, please reduce the volume on televisions, radios, computers, other devices, and your voices. Remember that the walls are thin, and you may still hear your neighbor.

Decorating your Apartment

Your apartment is your home; generally, you may decorate the interior as you wish.

The following restrictions do apply;

- Request and obtain permission **in writing** from the housing authority before painting your unit. (You will be asked to submit a paint sample).
- You may hang pictures. We strongly encourage using “Command Strips” to avoid putting holes in the wall, but this is not required.
- You may not permanently affix anything to the wall, ceiling, floors, cabinets, shelves, etc. This does not include pictures.
- The walls are thin, and televisions may NOT be mounted on the wall.
- Do not cover electrical boxes.
- Ensure the toilet (including the top) is accessible. Please do not install racks above the toilet. It makes it difficult for maintenance to access the toilet if repairs are needed.
- Wind chimes are not allowed.
- Do not change or install additional locks

Laundry Facilities

(Riverview & Nemasket) The Middleborough Housing Authority provides laundry facilities for tenants at the elderly complexes (Riverview and Nemasket). The facilities are open 24 hours per day. The laundry room is designed for use by current tenants of the communities where it is located; tenants from other buildings and families are not allowed to use it for personal use. The machines are to be used on a first-come, first-served basis. Please try to work with homemakers, as their schedules are very limited. Please use only one washer and one dryer at a time. This courtesy allows other tenants the opportunity to wash and dry their laundry. Be considerate and remove laundry promptly. As a reminder:

- Do not wash oversized items such as large bedding; these are not large-capacity machines.
- Do not wash pet items.
- Clean out the washer and dryer lint traps after each use.

The Housing Authority has/will post laundry room rules. Tenants may not post laundry room rules. Please ensure your caretakers review and follow the laundry room rules.

Guests

Your lease agreement describes the occupants of your unit. You cannot allow anyone else to occupy your unit and must report overnight guests to the Authority in writing. You are responsible for the actions of your guests at all times.

Per your lease (Section IX(Q) and Section XIX), overnight guests can stay 21 nights in 12 months without written approval from the housing authority. Tenants may not accept compensation from overnight guests for their stay on the premises. Please drop a note or email the office if you plan to have overnight guests.

Please provide their name, length of stay, and vehicle registration information (if applicable). Guests are not authorized to occupy your apartment in your absence. Guest(s) length of stay is restricted to 21 days per calendar year per guest.

Housekeeping and Care of the Premises

You are responsible for keeping your unit clean, safe, and sanitary. Rubbish, garbage, and other waste from the apartment unit and maintained or utilized belongings must be disposed of in the designated trash areas for each building. Housekeeping practices that attract rodents, vermin, and insects, cause mold growth, or emit offensive odors are prohibited. Failure to maintain 42" minimum pathways throughout the unit or blocking egress to windows, doors, or access to kitchen or bath facilities is a health and safety violation and is not permitted. Boxed or stacked items may not be stacked over 4 feet in height. All doors and closet doors within the apartment must open fully without blockage. Utilizing the bathroom, tub/shower, or kitchen as storage is prohibited.

You must correctly and safely operate and utilize all appliances, electrical devices, and plumbing fixtures. You agree not to damage or remove any component, including window treatments, from the unit or add any device/appliance, such as an additional refrigerator, stove, freezer, portable washing machine/dryer, water filter, or bidet. Burning candles or incense is prohibited. Storing gasoline, chemicals, explosives, or combustible materials in the apartment, storage areas, or patio/balcony is prohibited.

You shall not remove, cover, or disconnect any fire, smoke, or carbon monoxide detectors, remove batteries from such devices, or remove, tamper with, cover, or disable any fire sprinklers or the

ventilation/exhaust/fan system. You must immediately contact the Authority at (508) 947-3824 if any devices fail to work or emit danger signals.

Theft, damage, or destruction of equipment, furnishings, appliances, walls, and doors is prohibited. You agree to pay for any damage caused to the apartment by you, your family, guests, or agents. Reasonable wear and tear of the apartment will not incur charges.

Inspections

The Housing Authority must ensure all leased units are maintained in decent, sanitary, and safe conditions. We will, at a minimum, perform annual inspections in accordance with state and federal regulations. You will be notified in advance as to when they will be conducted. The inspection will happen whether or not you are home. Maintenance and administrative staff will record any repairs required and create necessary work orders. If housekeeping issues are seen during the inspection, you will receive a letter to correct these conditions. A re-inspection will be made to ensure that the correction is completed. Letters may also be sent documenting damages, improper garbage disposal, smoking, or other lease violations.

During this inspection, the following areas are reviewed for compliance with state and local codes:

- Appliances, smoke detectors, electrical, and plumbing are operational
- Light bulbs are functional
- Egresses are clear (the areas where you enter and exit your unit)
- Housekeeping and Sanitation

Pets

The Authority welcomes registered pets and service animals. Please review the applicable policy and complete the pet application. The tenant must also sign a Lease Pet Rider. One pet per household is allowed. No pets are allowed in our family development, Archer Court.

Wildlife

Residents are not allowed to feed wildlife, including strays. Bird baths, bird feeders, or birdhouses are prohibited on housing authority property. Throwing out bread or other food on the ground attracts coyotes, raccoons, cats, pigeons, seagulls, and other wild animals. These animals carry diseases and can be a nuisance. Tenants are prohibited from feeding or harboring stray or wild animals.

Parking

If you are the registered owner of an automobile, you are assigned a designated parking space when you move in. Visitor parking is allowed in any unmarked parking spot. All vehicles must be legally registered and insured. No unregistered vehicles may be parked on Authority properties, and such vehicles will be towed at the discretion of the Authority and the owner's expense. No one other than the tenant(s) may store cars on the Authority properties. **The Authority is not responsible for vandalism, theft, or damage of any vehicle parked on its properties.**

Vehicles should be in good working condition. No vehicle maintenance is allowed on Authority property, and no Authority utilities may be used to wash, electric charge, or vacuum any vehicle (except a motorized wheelchair as a reasonable accommodation).

The parking lot and grounds have restricted uses. Boats, trailers, campers, tents, off-road motorbikes, or scooters may not be stored on the Authority's property, and personal items may not be stored in the common area.

Maintenance

The Middleborough Housing Authority takes pride in providing professional and efficient maintenance services. Maintenance requests, also known as **work orders**, may be made in person or over the phone by calling the housing authority at (508) 947-3824 ext. 6. When placing a work order request, please be specific about the problem. All work orders are logged and prioritized. Your request should include your name, phone number, and address and indicate whether or not MHA has your permission to enter your unit to resolve the work order request if you are away from home. You may designate someone else to be in your unit during the repair. If you have an emergency outside of business hours, **please call the emergency at 508-802-3264**. A maintenance emergency may be but is not limited to No heat (gas heat) or the smell of gas

1. Water that you cannot shut off, is coming out of the walls, or you have no water
2. No electricity
3. Any buzzing or beeping coming from carbon monoxide or smoke detectors/alarms
4. Sewer backups/clogs of any kind

Electric Panels and Emergency Alarms

Do not paint or otherwise cover the electrical panel box inside your apartment. This is a federal inspection violation. It must be readily visible in the event of an emergency. The Authority recommends that all tenants in senior housing consider obtaining a second form of emergency alarm, such as a personnel alarm system that can be worn on the body (i.e., necklace, watch) and notifies emergency personnel directly in the event of an emergency.

Fire Alarm and Fire Prevention

Please note the location of fire extinguishers around your community. Every apartment and common hallway is equipped with a smoke detector. It is a good idea to purchase and use a timer when cooking should you decide to walk away from the stove. Only the hallway detectors are connected to the fire department, so if there is a fire in your unit, get out immediately and call the fire department.

Disconnecting fire protection devices is a criminal offense under MGL Chapter 148, § 27A. Neither you nor anyone else (except Middleborough Housing Authority Maintenance and its contractors) may remove, tamper with, or disable any smoke or carbon monoxide detectors in your unit.

The Fire Department must respond each time a smoke detector is activated. When the fire alarm goes off in your building, something is wrong. Do not assume that it is "burnt toast." Evacuate the building and ask questions later.

The Housing Authority urges you to inspect your unit regularly for potential fire hazards, such as frayed wires or cords and overloaded outlets. Minimize the use of extension cords; use power surge cords instead.

Snow Removal

Middleborough Housing is responsible for the snow plowing of all parking lots. MHA is also responsible for shoveling common walkways at the elderly developments only. Archer Court residents are responsible for shoveling from their door to the parking lot. All residents are responsible for cleaning your cars and moving them to the visitor's spots to allow for plowing. Please be patient; we will do the best we can! Salt and/or sand will be applied to the parking lot and walkways after snow has been periodically removed. Snow removal and salt/sanding will be performed by Authority staff or its contractors as soon as they can safely get to the properties. The Authority assumes no responsibility when tenants attempt to walk or drive during inclement weather. We encourage tenants to use reasonable judgment and exercise safety when traveling during inclement weather. The Authority encourages tenants to not go out during or after a storm unless it is essential.

Kitchens, Flooring, Appliances

Countertops and Cabinet Care—You must note any imperfections in writing and submit them to the office within 48 hours of moving in. Some are newer than others. Regardless of the age and condition of your cabinets and countertops, you will be expected to care for them properly. Do not cut food or place burning objects, hot pots, or pans on the countertop surfaces.

The Middleborough Housing Authority is responsible for maintaining the appliances (stove and refrigerator) in working order. Under no circumstances are there to be any other appliances, i.e., washing machines, dishwashers (portable or stationary), freezers, etc., in the apartment. Having these is a violation of your lease. Nothing is to be stored in the ovens or on top of the stove. This is a severe fire hazard! If you prefer, you may utilize your own refrigerator by notifying the office.

The floors are in acceptable condition at move-in. Some are newer than others. Regardless of the type or age of the flooring, proper care and cleaning will keep it clean and sanitary. You may put your rugs or area carpets on top as long as they remain sanitary and do not cause a tripping hazard. You may not remove or install flooring without the Executive Director's written approval.

Clogs and Leaks

Please do not attempt to clear any drain in your apartment using acids like Drano. These products work well, but they can damage pipes and create hazardous conditions for the plumber to clear the clog later. Please call in a work order. Please do not put grease, coffee grounds, or garbage into your sinks or toilets. Do not dispose of sanitary products, including items labeled as "flushable," in the toilet, as many of these marketed items clog the drains. This includes tissues, paper towels, diapers, and/or other personal hygiene products.

Report to the authority any other drips or water leaks you notice in your apartment or property, including water spots that may appear on your ceilings.

Avoid running water excessively when washing dishes and taking long showers. If your faucet leaks request a work order so we can replace any necessary parts.

- **Laundry**

Wash only full loads of clothing to conserve water, and be sure to select the appropriate water setting for your load. Whenever possible, use cold water to cut the cost incurred by using hot water. Before starting the dryer, clean the lint filter for better air circulation.

- **Lights**

Turn off lights that you are not using. Replace your light bulbs with energy-saving fluorescent lighting.

- **Heating and Thermostats**

Since glass does not insulate well, heat and cold penetrate windows quite easily. For this reason, we can enjoy the sun's warmth when it shines directly through the window, even during winter. However, the coldest spots will be right next to the windows at night.

- Place frequently used furniture closer to heating units or in spots that receive sunlight but aren't too close to windows. Don't block the heating vents; heated air can easily flow into the room properly.
- Dress for the season. Wear socks, slippers, and a sweater during the heating season to keep yourself cozy without using the thermostat. Wearing two or more layers of clothing is better for keeping warm than wearing a single, heavy layer.
- Ensure that curtains do not cover the top of heating units as the heat will go up and heat the cool window, not your apartment
- Keep doors and windows closed tightly during the heating season.
- Use a draft stopper at the bottom of the door to keep cool air from flowing through the rest of the apartment.
- It's vital that you do not turn off the thermostat or leave your windows open during an extended vacation, and never set the thermostat below 60, as your pipes may freeze and burst. You will be held responsible for any damages that occur.
- Adjust the thermostat in your apartment. MHA recommends 68-72 degrees in the day and 64 degrees at night.
- Windows and doors should be closed during winter (or when your heat is on).
- If applicable, windows and doors should be closed during summer if your air conditioner is on.

Window Shades

Take advantage of solar energy. Open blinds daily to let the sunshine into your apartment to warm your home. During colder weather and at night, close the blinds to keep the heat inside the apartment. To keep your apartment cool, keep blinds and curtains closed to avoid direct sunlight.

Air conditioner

Air conditioners are the sole property of the tenant. The Middleborough Housing Authority is not liable for installing, maintaining, replacing, or disposing of air conditioning units. Tenants are limited to one (1) air conditioner per apartment.

The air conditioner must be registered with the office, with the unit's make, model, serial number, and BTU size. It must also have 110 A/C capacity, not exceed 8,000 BTU limitations, and be Energy Star approved.

All air conditioners must be properly installed and removed from November 1 through May 1. The tenant will be charged for damage to MHA windows or property caused by the installation of the air conditioner. Do not open your windows in the apartment when your air conditioner is running. Wasting utilities is a violation of your lease and is taken very seriously.

Lawn furniture

Lawn furniture is allowed but must be kept orderly to maintain the grounds properly. It should be stored during the winter season.

Swimming pools, Trampolines, fire pits, or external fireplaces are prohibited.

Trash services

Each development has a designated dumpster for household trash. Do not put large items in the dumpster, such as large furniture mattresses, TVs, AC units, etc. MHA is charged a substantial additional fee for these items, and unfortunately, that fee will be passed on to you.

Telephone, Cable and Wi-Fi

The Housing Authority does not provide phone, cable, or Wi-Fi. All units are wired for telephone, cable, and Wi-Fi through Verizon or Comcast. Please contact your preferred provider for services and packages for which you may qualify. Satellite Dishes are not allowed.

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The complete Policy Book is available at the office for your review.

EMERGENCY MAINTENANCE

508-802-3264

NON-EMERGENCY CALLS

508-947-3824 X6

I have read and understand Middleborough Housing Authority's Policies and Procedures.

The complete Policy Book is available at the main office.

This handbook is an extension of my lease.

Signature _____ Date _____

Print _____

Address _____