

HANO or its Agents will not use the security deposit for payment of rent or other charges while the resident is living in the unit.

If the resident transfers to another unit, HANO will transfer the security deposit to the new unit. The resident will be billed for any maintenance or other charges.

Pet Deposit

See chapter on Pet policy.

10.8 RENT PAYMENTS

Rent is due and payable on the first day of each month. Charges to the resident for maintenance and repair beyond normal wear and are also due the first of the month after the notice of said charges has been delivered to the resident.

Rent Collection Policy for Signature Community

Notwithstanding the previous, any charges or late fees incurred by residents of the Signature Community, will be payable no less than five (5) days after the Site Manager gives notice to the resident of those charges. Site Manager must modify any date on which late fees or charges are due for a given resident of a PHA or PHA/LIHTC Unit if such modification will enable compliance with the preceding sentence. The notice described in this paragraph shall constitute a notice of adverse action and shall meet the governing requirements including due process under the Grievance Policy.

Subject to Louisiana landlord/tenant law, the late charge of \$25.00 will be assessed after the 5th calendar day of each month for each resident residing in a Signature Community that has not paid the full amount due to the Owner for that month.

Written notice of the late fee will be hand-delivered by Site Manager to each resident on the 6th calendar day of each month for which rent has not been received in full.

~~The 14-day notice will run concurrently with the late notice.~~

Rent Collection Policy for HANO Managed Sites

Rent is due and payable on the first day of each month. Late fees incurred by residents of a HANO Managed Unit will be assessed on the 6th day of the month. Site Manager must modify any date on which late fees or charges are due for a given resident of a PHA Unit if such modification will enable compliance with the preceding sentence.

Resident may make their payments in the rental office during normal business hours or rent may be deposit in the secured rent drop box after normal business hours. A late charge of \$25.00 will be assessed after the 5th calendar day of each month for each resident residing in a HANO managed community that has not paid the full amount due to the Owner for that month.

Written notice of the late fee will be hand-delivered by Site Manager to each resident on the 6th ^{2nd} calendar day of each month for which rent has not been received in full.

~~Any 30-day proposed termination notice as mentioned in Chapter 13 (Lease Terminations)~~ will run concurrently with the late notice.

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Chapter 13

LEASE TERMINATIONS

13. INTRODUCTION

The Housing Authority of New Orleans or its Agents may terminate tenancy for a family because of the family's action or failure to act in accordance with HUD regulations [24 CFR 966.4 (l)(2)], and the terms of the Lease. This Chapter describes HANO or its Agents' policies for notification of lease termination and provisions of the lease.

13.1 TERMINATION BY RESIDENT

The resident may terminate the Lease by providing HANO or its Agents with a **written** 30 days (plus one day) advance notice as defined in the lease agreement. Residents residing in a Signature Community PH or PHA/LIHTC unit may be subject to a termination fee or other early termination requirements of the lease agreement if the notice does not coincide with the end of the lease term.

13.2 TERMINATION BY HANO OR ITS AGENTS

Termination of tenancy will be in accordance with HANO's or the Signature Community's Lease, the Regulatory and Operating Agreement between HANO and the Signature Community, and the Tax Credit Requirements of the Signature Community.

HANO or its Agent's written Notice of Lease Termination will state the reason for the proposed termination, the date that the termination will take place, and it will offer the resident all the rights and protections afforded by the regulations and this policy. Notices of lease termination shall be in writing and delivered to the resident or adult member of the household by hand delivery or certified mail. The return of the certified mail receipt, whether signed or unsigned, shall be proof that the resident received proper notification. The notice shall contain a statement describing the resident's right to meet with the manager to determine whether a reasonable accommodation would eliminate the need for a lease termination.

If HANO or its Agents terminate the Lease, written notice will be given at least 30 days prior to termination for lease violations, ~~or~~ over-income tenancy, or ~~at least 14 calendar days prior to termination in the case of~~ failure to pay rent.

~~In the case of failure to pay rent, the termination notice shall be effective no earlier than 30 days after receipt by the tenant. HANO shall provide a termination notice due to nonpayment of rent the day after the rent is due. The termination notice shall include:~~

- ~~1. The dollar amount of the balance due on the rent account.~~
- ~~2. The date of the dollar amount was calculated.~~

3. Instructions on how the tenant can cure the nonpayment of rent violation, including an itemized amount separated by month of alleged rent owed by the tenant, any other arrearages allowed by HUD and included in the lease separated by month, and the date by which the tenant must pay the amount of rent owed before an eviction for nonpayment of rent can be filed.
4. Information on how the tenant can recertify their income.

HANO will not proceed with filing an eviction if the tenant pays the alleged amount of rent owed within the 30-day notification period. The failure of the tenant to object to the termination notice shall not constitute a waiver of his rights to thereafter contest in any judicial proceeding.

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Terminations for Lease Violations

The Lease may be terminated by HANO or its Agents at any time by giving written notice for serious or repeated violation of material terms of the Lease, such as, but not limited to the following:

- Nonpayment of rent or other charges due under the Lease, or repeated chronic late payment of rent;
- Failure to provide timely and accurate statements of income, assets, expenses, and family composition at Admission, Interim, Special or Annual Rent Recertifications;
- Assignment or subleasing of the premises or providing accommodation for boarders or lodgers;
- Use of the premises for purposes other than solely as a dwelling unit for the Resident and Resident's household as identified in the Lease, or permitting its use for any other purposes;
- Imposing of Regulatory and Operating Agreement mandates and other Tax Credit Requirements;
- Failure to abide by necessary and reasonable rules made by HANO and its Agents for the benefit and wellbeing of the housing project and the Residents;
- Failure to abide by required smoke-free policies of HANO or its Agents
- Failure to abide by applicable building and housing codes materially affecting health or safety;
- Failure to dispose of garbage waste and rubbish in a safe and sanitary manner;
- Failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner;
- Acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;
- Failure to pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, project buildings, facilities, equipment, or common areas; or
- Failure to attend HANO's or its Agents' mandatory meetings/trainings;
- Failure of a family member to comply with community service provision, as grounds only for non-renewal of the Lease and termination of tenancy at the end of the 12-month lease term;

The late fee notice described in this paragraph shall constitute a notice of adverse action and shall meet the governing requirements including due process under the Grievance Policy

The notice will list the balance due and will be consistent with Louisiana landlord/tenant law. Late charges shall be due and payable in accordance with the provisions as stated above. The Late Notice must also advise residents of their right to request an informal hearing.

~~A Notice to Vacate will be served on an adult resident(s) listed on the lease personally. Additionally, the notice may be delivered by certified mail or by tacking the notice on the door.~~

Commented [JK1]: This is discussed in the lease termination Chapter 13 and is not needed in the rent collection chapter.

HANO or its Agents will only accept rent payment with money orders, cashier's check, and personal checks. Cash payments are not acceptable.

10.9 FEES AND NONPAYMENT PENALTIES

If the resident fails to make payment by the 5th day for Signature Communities or the 5th of the month for HANO Managed sites, a late fee of \$25 will be charged on the 6th of the month or the next business day following the 6th of the month.

If a check is not redeemed and the rent is satisfied by the 5th for Signature Communities or the 5th day of the month for HANO Managed Sites, the rent will be considered unpaid.

HANO and its Agents will always consider the rent unpaid when a check is returned as NSF, or a check is written on a closed account. HANO or its Agents will not accept rent payment by personal checks for a period of 12 months from the date of the second NSF check.

Any rent payment received will be applied to the oldest rent charges in the resident's account with the exception of debts currently under a repayment agreement. Any fees paid will be applied to the month in which the fees were incurred.

10.10 SCHEDULES OF SPECIAL CHARGES

Schedules of special charges for services, repairs, utilities, rules, and regulations, which are required to be incorporated into the lease by reference, shall be publicly posted in a conspicuous manner in the Leasing office, and they will be provided to applicants and residents upon request.

10.11 MODIFICATIONS TO THE LEASE

Schedules of special charges and rules and regulations are subject to modification or revision. Residents and resident organizations will be provided at least thirty days written notice of the reason(s) for any proposed modifications or revisions, and they will be given an opportunity to present written comments.

Comments will be taken into consideration before any proposed modifications or