

THE AFFORDABLE HOUSING GUIDE

The Affordable Housing Guide is offered by the Faith Community Task Force on Poverty to assist citizens in learning about and searching for affordable housing. Information subject to changes, please check with individual providers for the most current information.

Housing Services:

Centro Latino **828-441-2493** Mission: To assist Hispanic/Latino families to access resources relating to housing, child care, education, human services, legal issues, etc.

Hickory Community Development..... **828-323-7482** Mission: To preserve existing housing base, enhance ownership opportunities for all of its citizens to obtain decent housing, and provide a quality environment, which is conducive to the safe and healthy growth of its citizenry.

Hickory Public Housing Authority.... **828-328-5373**
Mission: To provide decent, safe and sanitary housing for low income families.

Consumer Credit Counseling Services... **828-322-7161** Mission: To provide confidential, professional financial counseling to resolve debt problems, budget counseling, money management, consumer education, and community educational presentations (Family Guidance Center).

Exodus Homes..... **828-324-4870** Mission: To provide faith-based supportive housing for recovering addicts and alcoholics, as well as individuals leaving prison.

Family Care Center **828-324-9917** Mission: To assist with short-term residential housing and to offer physical, emotional, social, educational, and financial services to assist the families in transitioning to self-sufficiency.

Flynn Christian Fellowship Houses **828-324-8767**
Mission: To provide halfway houses for recovering substance abusers.

Habitat for Humanity of Catawba Valle. **828-328-4663** Mission: To provide a Christian, ecumenical-housing ministry that builds houses in partnership with qualifying families.

Rural Development..... **828-465-1221** Mission: To provide credit and counseling services to rural Americans and to provide guarantees loans made by private lenders.

The Salvation Army **828-322-8061**
Mission: To provide humanitarian services which include food, clothing and shelter in a faith

based setting of dignity and respect.

Western Piedmont Council of Governments . 828-322-9191

Mission: To assist with housing through the Section 8 Program and the Unifour Consortium First Time Homebuyer Assistance Program, in which the City of Hickory is a partner.

Keep This Guide. It Answers Many Questions That Renters Ask

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SEARCHING:

Catawba County's rental housing market is extremely tight, especially for the lower cost units. This often means that landlords are more selective when choosing a tenant. **It is important for you to treat this search like a job interview.** Wear your "dress to impress" clothes and make sure you are prepared to answer the questions the landlord has. Bring the names and numbers of your references as well as past landlords and employers with you. You should also bring other important information like your income verification so that there is less "phone tag" later on. It gives you an edge over those who are not prepared.

HOUSING LISTINGS: Call the properties listed in the Newspapers (and on their website), free rental guides, and the IWANNA. Some of the best places to rent are found through word of mouth. Check with friends, family and associates to find out if they know of any suitable rentals.

PROPERTY MANAGERS: Sometimes realtors work as property managers. The property manager may be able to provide you with a list of units that are within your price range. Most property managers do not charge for this service, but you should check to make sure. If you do rent from a property manager, you will pay rent and make any requests to the manager as you would to a landlord.

STARTING THAT SEARCH:

- Think about what you need. Is it close to where you work & shop? Is it on a bus line?
- Is it affordable? See the next section for information on how to decide if it is.
- Never rent a unit without looking at it first. **Really check it out.** What condition is it in? How much are utilities? How is it heated?
- **Think before you sign the lease.** Does the place fit most of your needs or will you be frustrated in a few months and want to move? **Think about your landlord.** Is your landlord going to live next door? Do all of her relatives live on the same street? Is your landlord in Florida and only in town twice a year? Has he been in business for 20 years or did he just start? None of these are good or bad, just make sure you know what you are getting into and decide if you can deal with that arrangement before you sign that lease.

WHAT IS "AFFORDABLE HOUSING?"

Affordability is defined by Housing and Urban Development (HUD) in the following way:

- a household should not spend more than **30%** of its monthly gross income on their rent **and** utilities **combined**. Because of the rising housing costs, 30% of a household's monthly income may not be enough. Generally, it is fine to spend up to 40% of income on rent and utilities. A household spending more than **50%** of its income on total housing costs is in a **crisis situation**
- of having to choose between paying rent and paying any other sudden expense that may arise, putting the family in **danger of homelessness**.

WHAT IS AFFORDABLE FOR YOU?

Multiply your monthly gross income (before taxes are taken out) by .30, or divide it by 3. This is an estimate for your total housing cost (rent and utilities). You may be thinking: "I know the cost of the new place, but there's no way to know how much the utilities will be." Here are some ways to find out:

- 1 Ask a past tenant or the landlord, they may be able to give you an estimate and help you to know what you are getting into.
- 2 Contact the utility company (especially for the heating source) and give them the address of the unit, and they can give you the average cost that the past tenants paid.

Getting a Roommate

In order to be able to afford an apartment you might have to get a roommate. There are advertisements in the paper for people who are looking to share a place. Bulletin boards around town often have those kinds of notices as well.

While this is a good idea that can stretch your dollars, don't enter into it lightly. It is important that you ask questions and put all agreements in writing. Below are just some of the things you should consider.

- **Is this arrangement okay with the landlord?** You don't want to move in and find out that the landlord wasn't aware and wants you or the roommate to move out.
- **Find out from the landlord how s/he will deal with problems.** For example, if one tenant doesn't pay or breaks the lease agreement, what happens to the "good" tenant?
- Before you sign the papers **make sure the roommates are all clear about expectations that they have of each other.** Talk about potential problems before they happen: sharing space, cleaning plans, noise, long distance calls, visitors, the refrigerator, handling the deposit if one roommate moves out, etc. Put these understandings in writing, so no one can claim amnesia!
- **Set up some formal way to meet with each other** to check in and make sure there are no problems. Make plans for dealing with

problems when they do arise.

Don't Forget Utilities

Some rentals include utilities in the rent, but in most cases you will have to pay for installation/hook-up costs as well as monthly bills.

Electricity: Duke Power (828) 323-8400; Office hours 8-5, M-F. **To apply:**

- 1 Social Security card is required and a Driver's license is optional
- 2 New customers will have their credit report pulled.
- 3 If you have no credit history or a poor history and know someone who has a good payment history with Duke Power (for at least 1 year), s/he may act as a guarantor (co-signer) exempting you of the deposit.
- 4 A security deposit is based on the type of energy used and type of structure and will be due before the service is connected.

** A special rate is available to customers who receive SSI, are blind, disabled or 65 or older.*

Gas: Piedmont Natural Gas 800-752-7504; Office hours 8:30-5:30, M-F. **To apply:**

- 1 Provide your name, social security number, home and work address, and home and work phone number.
- 2 New customers will have their credit report checked.
- 3 Pay a deposit and/or a guarantor with good credit can co-sign in place of the deposit (deposit amount depends on the type of structure and location).

Phone: To apply:

- 1 Provide your name, social security number, home and work address, and home and work phone number.
- 2 May have to pay a deposit, which is based on past service and/or credit history. Pay connection fees, which are included with the first month bill.
To qualify for the LifeLine & Link-Up Program you must be a recipient of SSI, Food Stamps, Work First, Medicaid, Housing Assistance or Energy Assistance. Contact your Social Service worker, Social Security Administration or Section 8 official for approval.

Water To apply:

- 1 Bring your Driver's License or Picture ID, social security number, and the lease agreement.
- 2 Pay a deposit. The deposit amount varies and is refunded when the service is terminated.
- 3 Bring your rent deposit receipt, which will have the address.

Following are the phone numbers cities in the area:

Hickory 828 323-7424

Brookford 828 323-7424

Longview 828 322-3921

Newton 828 465-7400

Maiden 828 428-5015

Claremont 828 459-7009

Catawba 828 241-2215

Conover 828 464-1191

PROPERTY INSPECTION

The Property inspection, also called the “walkthrough” allows you to document the condition of the rental before you move in. Check each room thoroughly for damage. If the landlord is unavailable, do this on your own or with a friend as a witness with the permission of the landlord.

Before you sign the lease, share the property inspection form with the landlord. This documents the repairs the landlord may need to make or simply establishes the problems that existed *before* you moved in. This will help you when you ask for your security deposit. Both you and your landlord should sign the document and keep a copy.

Using this form protects the landlord as well, because it can help prove that some damages were not there before you moved in and can be charged to your security deposits.

SIGNING THE LEASE

Before you move in, you will need to sign a lease, which is an agreement between you and your landlord about the terms of your stay in the apartment. **IT IS VERY IMPORTANT TO HAVE A WRITTEN LEASE, although it is not required.** Keep a signed copy for your records. Make sure you read & understand the lease. If you don't understand something, ask questions. **Remember: when you sign a lease, you're agreeing to play by the rules set out in it.** Unless the lease is illegal, you will be held to it and can be evicted if you break any part.

THE LEASE SHOULD INCLUDE AT LEAST:

- How much the rent is.
- Time frame it covers.
- Payment due date.
- Late charges, if any.
- To whom/where it is paid.
- Guest policy.

Worn carpet	Pet damaged or ripped carpet
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- How utilities are divided if on a shared meter.

List the damages that existed before your

SOME TYPICAL ILLEGAL LEASE TERMS:

- If it states that by signing the lease you give up, or don't have, the right to an eviction through the courts.
- If the fees for late rent payments are more than \$15 or 5% of the rent amount, whichever is larger.
- If it says that you are responsible for all repairs to the unit.

TYPES OF LEASES · **Periodic Tenancy:** month to month, week to week. At the end of the term the landlord can decide if s/he wants to raise the rent. Under NC Law, notice to move under a month to month lease requires one week notice, and a week to week lease requires 2 days notice.

· **Fixed Term Tenancy:** typically 6 month, 1 year. You will still pay by the month, but you agree to stay for the full term of the lease. The landlord can't ask you to move unless you violate the agreement. Your rent can't be raised during this time period (unless the lease says differently.) If you break the lease, you may be held responsible for the rest of the rent (you may be able to sub-lease, but you must check with the landlord first.) Notice to move in a year -year lease: 30 days.

· **Oral Agreements:** In most cases, promises made by the landlord are hard to enforce if they are not in the written lease, or in an attachment to it. If repairs need to be made before you move in, make sure that they are attached to the lease. **Prevent misunderstandings! Put agreements in writing.**

SECURITY DEPOSITS

At the same time you sign the lease, you will be expected to pay a security deposit. This is a one-time fee serves as insurance to the landlord that you will honor the terms of the lease. The landlord is required by law to put this money in an escrow account (separate from his/her other money.) The landlord must tell you the location of the account.

HOW MUCH IS TOO MUCH?

The law limits the amount a landlord can charge for a security deposit according to the length of the lease. These limits apply even if the lease is oral and not written.

- week to week lease..... No more than 2 weeks rent
- month to month lease .. No more than 1 ½ months rent
- any longer lease agreement No more than 2 months rent

YOU WILL LOSE A DEPOSIT IF YOU...

- Owe back rent.
- Damage the property **beyond normal wear & tear.**

- Didn't clean the apartment well before moving.
- Break your lease, causing the landlord to lose money.
- Are court evicted, and the landlord has court and/or moving/storage costs (of your possessions) to pay.

HOW TO GET YOUR DEPOSIT BACK

- Request the deposit from the landlord **VERBALLY** and **IN WRITING**; keep a copy for your records.
- Law requires the landlord, to give you a list of the things that s/he used the deposit for, and to **return the unused portion within 30 days after you move.**
- If you disagree on the amount returned, you can file in small claims court.
- If the landlord can't find you at your new address, s/he must hold the deposit for six months.

BREAKING A LEASE

Since a lease protects both tenant and landlord it is important to **do your best to honor it.** Hopefully you signed the lease for exactly the right amount of time. But if you didn't have a crystal ball you may have to deal with this issue. **Check your lease.** It may tell you what to do next.

A **landlord's main concerns** are usually about **losing money** and the hassle of **finding a new tenant** (especially if you just moved in.) Your landlord may be willing to simply cancel the lease. But if that's not the case, there are things that you can do that could help the situation go more smoothly.

You can help your landlord find a new tenant. This is work but may give you less headaches later on. Landlords are usually willing to accept someone a good tenant has found for them. But they may still do a background check.

In the end **you are responsible for paying any rent that the landlord loses due to a lag between your leaving and someone else moving in.** NC law states that a landlord has a **duty to take prompt steps to re-rent the apartment.** At this point in time there is a very low vacancy rate which should mean that the landlord will not have too much trouble finding a new renter. Each situation is different, however.

This can be a very stressful time for both you and your landlord. Since your rental history follows wherever you go, it is important to work well with your landlord during this process. Remember: there's a difference between being assertive and being disrespectful. It will be worth it in the end.

REPAIRS: WHO IS RESPONSIBLE: This is a topic that can often cause both landlords & tenants the most confusion. At times either side will see the situation as the other person's problem. Also, if early repair requests are not made by the tenant, or if these requests are ignored by the landlord, the problem grows and affects the safety of the tenant, and the value of the home: causing even more problems between tenant and landlord.

NORMAL WEAR AND TEAR

It's important for everyone to understand the definition of "normal wear and tear". This is especially important to tenants leaving a unit because it can affect the return of their deposit. It is also helpful as you make requests for repairs.

All units will undergo some wear and tear during a rental period. Someone in a unit for only 6 months will have less wear and tear than those in a unit for 5 years. The following are some examples:

Wear and Tear Damages

- How much the rent is.
- Payment due date.
- To whom/where it is paid.
- Time frame it covers.
- Late charges, if any.
- Guest policy.

Worn carpet	Pet damaged or ripped carpet
Accidental marks on walls	"Paintings" or many crayon marks on walls
Stained porcelain fixtures	Broken or dirty fixtures
Small nail holes in walls	Large holes requiring patching/painting

LANDLORD RESPONSIBILITIES Make repairs, and do whatever is necessary, to
 ■ ep the property in a livable condition.

- Provide working smoke detectors in all rental units. Repair or replace broken ones and install new batteries at the start of new lease. each
- Comply with building/housing codes. Keep in good and safe working order all appliances/facilities that come with the unit: including electricity, plumbing, and heat.

TENANT RESPONSIBILITIES

- Keep the unit clean. Dispose of garbage. Do not damage the property **or allow a guest to do so**. Respect others regarding the noise level.
- Fix things you break or damage. This does not include “normal wear and tear”.
- Use the facilities (electrical, plumbing, heating, etc.) as they are designed. Misuse may cause damage.
- Notify landlord if smoke detector is broken. You must replace batteries during your lease period. **DON'T DISCONNECT ALARM!**
- Carbon Monoxide detectors are not required by state law. Although not required, they can be a valuable addition to your home by detecting Carbon Monoxide gas, which can be harmful to your health or even fatal.
- When moving leave your apartment in good, clean condition. Check with landlord for what s/he expects.

MAKING REQUESTS FOR REPAIRS

- **Expect the best from the landlord.** (Refer to the Communication Tips box)
- **Call and let the landlord know about the problem.** Try to call during business hours, unless there is an emergency, or you have left messages and received no response.
- Follow this call with a **dated letter** that confirms all that was discussed in the conversation; the problem, how long it has occurred, and how it has affected you or the property. Include any agreements that the landlord may have made during the conversation about dealing with it. **You might consider delivering this letter in person, or by certified mail (return receipt requested) to ensure that the landlord received it.**
- **Keep copies of all letters sent**, and a record of the number of times you spoke on the phone or left messages. Also make notes during any conversation.
- **If agreements are made about the way that the situation will be resolved, send the landlord a letter that summarizes the points of the agreement.** Invite the landlord to correct any points that may have been misunderstood. Keep a copy for yourself.
- **Make arrangements for someone to be available to allow the repairman in to make the repairs.**

IF YOUR LANDLORD DOES NOT RESPOND

- **DO NOT withhold your rent.** This will only open you up to a possible eviction due to non-payment of rent. NC law does allow tenants to pay for small repairs and deduct the amount spent from the rent, **ONLY** if the landlord has not acted on the problem in a reasonable amount of time and the repair involves health or safety concerns. Contact a lawyer for details. **Make a complaint to the building/housing code enforcement agencies.** Before you make a complaint consider the following:
 - Your case is stronger when you have records of your communication with the landlord.
 - **It is illegal for a landlord to evict a tenant in retaliation for making a complaint, or after asking for repairs.** However some may still try. You can be evicted if you are behind on your rent or have broken the terms of your lease.
 - If your unit can be repaired with you in it, you do not have to move.
 - If you do not have a lease or your lease is almost up for review, consider talking to someone about some of the details and options.
- If you have concerns about any of these things you may need to contact a lawyer. (Check the yellow pages.) If you can't afford one, call Catawba Valley Legal Services 800-849-5195. Good record keeping helps your case.

GOOD COMMUNICATION IS KEY

Some Communication Tips



- ~~Always consider problems as the person or person in a way that I would want to be treated. This way you know how to approach him/her should a problem come up.~~

- Listen without preparing for your response. After the person finishes, repeat back to them what you heard them say, and ask if you heard them correctly. This can help the other person feel heard and be more open to

listening to you when it's your turn.

- Keep calm, even in the face of anger. If the other person is too angry to keep the conversation going, suggest taking a break and come back a bit later.

- Put all agreements in writing and have both parties sign it, each getting a copy. This keeps everyone from having to rely on memory.

- Put requests in writing, as well as by phone. We all get busy and things sometimes slip our memory. It is helpful for anyone to get a letter as a reminder about a problem or concern. Make sure to keep the note brief and civil. Keep a copy for your records.

- Do not wait until the last minute to deal with a problem. Usually it only gets bigger, and it gets harder to hide it. Face the music if you made a mistake: be prepared to deal with the consequences.

- If you approach your landlord or property manager as if they are a real person it may get you somewhere. If it does not, you are no worse off, and at least, you know that you tried your best.

RENTERS INSURANCE

Why would you need Renters Insurance? First-**your landlord's insurance does not protect your personal property**. It only protects the building. Second, **you probably own a lot more than you think** -furniture, clothing, stereo, television, books, toys, jewelry, house wares, etc. **What would it cost to replace everything in your apartment if there was a fire or other disaster?** Renters Insurance pays if your personal property is damaged or stolen. It can cover fire and smoke damage, theft, vandalism, storm damage, damage from explosions, water damage from plumbing problems, and many other hazards. It also protects you from liability if an accident happens in your home and may pay your temporary living expenses if an emergency forces you to leave your

home.

Renters Insurance usually costs less than \$12 a month. Some policies cover more than others so shop around. Make sure to ask about: contents coverage, replacement value coverage, living expense coverage, liability and theft, what is not covered, deductibles, and discounts. **If you have questions about insurance contact the National Insurance Consumer Helpline at 1-800-949-9242.**

RENTERS INSURANCE

If you are having money problems, it is very important that you pay **your rent first**. There are programs that have financial help available for people behind on **utility payments** or who are low on **food**. It is harder to find assistance with housing costs. And, should you get evicted, the vacancy rate is so low that it will be difficult to find a new place to live. **If you really can't pay any of these bills see the next section for more advice.**

If you have bad credit, or trouble managing your money, **Consumer Credit Counseling Service** offers credit/budget counseling. CCCS Office is located at Family Guidance Center, 17 Hwy 70, Hickory, NC; Phone :828 322-7161.

Remember: a bill collector simply wants you to pay the money owed to them -NOW. They don't know your whole story. Your top priorities: **housing**, utilities, and food.

Stay in control by informing your creditors about your circumstances. **DO NOT make promises that you are not prepared to keep. Unkept promises damage your credibility and make future negotiating difficult.**

A WORD ON RENT-TO-OWN FURNITURE:

You may be thinking of establishing or repairing your credit by renting to own. You will end up spending more than the value of an item. Shop around and compare costs. **You will pay less if you saved some money each month and bought it outright.**

The following is a list of non-profit stores you may want to consider when you are budget shopping:

- Salvation Army
248 Lenoir Rhyne Blvd. SE
 - How much the rent is. •Time frame it covers.
 - Payment due date. •Late charges, if any.
 - To whom/where it is paid. •Guest policy.
- | | |
|---------------------------|------------------------------|
| Worn carpet | Pet damaged or ripped carpet |
| Accidental marks on walls | "Paintings" or many crayon |
- Eastern Catawba Cooperative Ministry
107 East O Street Newton, NC 28658
Phone: 828 465-1702
 - Habitat for Humanity
7724thSt.SW Hickory, NC 28602 Phone: 828 267-2261
 - Cooperative Christian Ministry Greater Hickory
31 1st Ave SE Hickory, NC 28602 Phone: 828 327-0979
 - Family Care Center Thrift Store
860 16thSt. NE Hickory, NC 28601 Phone: 828 327-4796

**If You Can't Pay Your Rent
INFORM YOUR LANDLORD**

Your landlord may be willing to work with you. Good communication between tenant and landlord is very important to maintain a business relationship. If your landlord is willing to work out an agreement with you, it is in **BOTH** of your best interests to **GET THE AGREEMENT IN WRITING** and **SIGNED**, and **BOTH PARTIES GET A COPY of the Agreement**. This protects both sides from any misunderstandings down the road.

SEEK OUT PUBLIC SERVICES

AFTER seeking help from your **family, friends, church, and workplace**, you may still need assistance. When seeking assistance from public services, **CALL FIRST**: find out the program rules or if funds are available. The following is a list of emergency programs that may be able to assist you:

- Catawba County Social Services..... 828-695-5600
- Christian Community Outreach CCOM..... 828-328-1803

- How much the rent is.
- Time frame it covers.
- Payment due date.
- Late charges, if any.
- To whom/where it is paid.
- Guest policy.

Worn carpet	Pet damaged or ripped carpet
Accidental marks on walls	"Paintinocs" or many crayon marks on walls

EVICTIION LAW

You can be evicted for not paying rent or for violating the terms of your lease. The following was written by Legal Services of NC. Keep in mind that there are exceptions to some laws and you should contact a lawyer if you are being evicted.

EVICTIION PROCESS:

- Your landlord must take you to court to evict you. **The landlord can't lock you out of your unit, have the utilities cut off, or enter your home and take your belongings, before the court makes a decision.** If these things happen, contact the police and a lawyer.
- If a landlord tries to make a tenant move through any means other than the court, the tenant may have a claim against the landlord for money and, in addition, may ask the court to rule that the tenant be permitted to continue living in, or regain possession of the rental unit.
- If the landlord wants a tenant to leave, and the tenant does not voluntarily leave, the landlord must start the court action by filing a **Complaint in Summary Ejectment with the Small Claims Court** (Magistrate).
- The tenant must be served with the Complaint in Summary Ejectment and the Summons by the Sheriff's office. **The Summons will state the date, time and place for the Small Claims Court hearing.** Both sides may have an attorney, may present evidence, and may subpoena witnesses.
- The tenant may also bring a counter-claim against the landlord for money or rent abatement, if circumstances warrant it. Two examples: 1) a landlord failed to make repairs for which he or she was responsible, after having been properly notified by the tenant; and 2) if a landlord attempted to evict the tenant illegally and the tenant was damaged in some way.
- When the Magistrate makes the decision or judgment, **the losing side or party has ten days in which to appeal to District court for a new trial.**
- During those ten days the landlord can't make the tenant move. If the tenant appeals to the District Court, and signs the papers stating that s/he will pay the rent as it becomes due to the Clerk of Superior Court, then the tenant keeps possession of the rental unit and a new trial is scheduled for District Court.
- If the tenant does not appeal within the ten days, the landlord is required to obtain a **Writ of Possession of Real Property** signed by the clerk of Court in order to make the tenant move. **The writ directs the Sheriff's Office to take action to physically evict the tenant** and the personal property from the premises. The landlord is not permitted to physically force the tenant to move at any stage in the eviction process.
- If you were behind on your rent and your landlord has agreed to accept part or all of the rent, but is still going through with the eviction, this may not be legal. This is determined by your lease and/or the courts, and you should get legal advice.
- For more information on evictions or foreclosures call the **Catawba Valley Legal Services 800-849-5195**
- **Sheriff:** 828-464-5241, **Catawba County Magistrate:** 828-464-1575.

WHAT ABOUT YOUR POSSESSIONS?

If you are evicted and you can't move your things by the date assigned by the courts, the law provides guidelines to follow. If you don't understand these rules or have other questions call Catawba Valley Legal Services or a lawyer.

- If a tenant abandons personal property of \$500 value or less, or fails to move it by the time the writ of possession is executed, the landlord may deliver the property to a non-profit agency that provides clothing/furniture for those in need. The non-profit must identify & store the property for 30 days and release it to the tenant at no charge during that time. The landlord must post a notice (for 30 days) with the name/address /location of the property at the unit and at the address where rent is received. The landlord must mail notice to the last known address of tenant.
- **During the ten days after the execution of the writ of possession the landlord may move the property to a storage space.** The landlord must give the property to the tenant during regular business hours, or at an agreed upon time. If the landlord plans to sell the property after the ten days, s/he must give the tenant notice in writing 7 days prior to the sale. Notice must include the date, time, place of the sale.
- **After the ten days are up, a landlord may throw away, or sell the property.** Proceeds from a sale go to unpaid rent, damages, storage fees and sale costs. Any money left after that must be given to the tenant (if requested) or delivered to the county government. The tenant can request the property until the day of the sale.
- If total value of all property remaining is less than \$100 the property is considered abandoned five days after the time of

execution and it can be discarded.

YOUR RENTAL HISTORY

At some point you may be in a bind. Outside problems Like a job layoff, divorce, or serious illness can make it Difficult for you to pay your bills, even your rent.

Sometimes people make bad choices like having loud, Destructive parties, keeping pets (when the lease says that you can not), or choosing to pay car or other consumer debts before the rent.

“Guilt” or “innocence” may or may not matter to a new landlord, and bad rental histories do not just disappear. In fact there are companies that can help landlords investigate the history of a new tenant. Some of these record investigations can go back to when you were 18 years old. So, if you do have a bad history you need to be prepared to deal with it head on.

These tips may work with one landlord while with another they won't help at all. Good luck!

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- **Be up front with a new landlord.** Most would rather hear from you than find out second hand. If your history is due to things outside your control present **information that can prove the hardship** (medical statements, letter from former employer, etc.). Also
 - plain how things are different now. **Accept responsibility for your past.** If you messed up, do not blame others. Figure out why things happened the way they did and figure out a way to keep them from happening again... unless you like living from crisis to crisis. It may take some work to clean up your record, but it will never go away if you do nothing to make it happen. **Start small.** If you have a really
 - bad rental history that is keeping you from finding a new place, you may have to start in a shelter, halfway house or boarding house. Think of it as steps on a ladder. **Develop new relationship** through work, volunteering and other social opportunities. Get written support (with examples of your new attitude, accomplishments, etc.) from these new credible sources. (Letters from mom will not help.)
 - **Work with Consumer Credit Counseling Services** and provide your landlord with documentation of this effort and your new, improved payment history.

Fair Housing Law

While you are looking for a place to live, keep in mind that you have the right to live in any neighborhood, regardless of who you are or where you come from. **The most common form of discrimination is against families with children.**

The **Fair Housing Act** (Title VII of the Civil Rights Act, 1988) prohibits housing discrimination for reasons of race, color, national origin, religion, gender, handicap or familial status (with/without children).

The Fair Housing Act covers most housing. The act does not apply to owner-occupied buildings with four units or less, single-family housing sold or rented without the use of a broker, and housing operated by organizations and private clubs that limit occupancy to members. In most situations the Fair Housing Act protects homebuyers and renters from unfair discrimination.

Under the law, a person selling or renting a dwelling CANNOT TAKE ANY OF THE FOLLOWING ACTIONS based on race, color, national origin, religion, gender, familial status or handicap:

- 1 Refuse to rent or sell housing
- 2 Refuse to negotiate for housing
- 3 Make housing unavailable
- 4 Deny a dwelling
- 5 Set different terms, conditions, privileges for the sale or rental of a dwelling
- 6 Provide different housing services or facilities
- 7 Falsely deny that housing is available for inspection, sale or rental
- 8 Deny access to or membership in a facility or service related to the sale/rental of housing.

Discrimination can be discreet or very obvious. For example, you are told over the phone that a rental unit is available. Once you arrive in person, you are informed that the unit has already been rented. Although this does not necessarily mean that discrimination has occurred, it is possible.

CONTACT

North Carolina Human Relations Commission
121 West Jones Street Raleigh, NC 27603-1334
Phone: 919-733-7996

If You Rent, and Your Home is Substandard...

Landlords are responsible for keeping their rental housing up to the codes that our local City Council have set. Your landlord cannot evict you, or increase your rent based on a complaint or request for repairs.

However there are several things you should keep

Do not withhold your rent payments as a way to force the landlord into making repairs. **NC law does not protect you when you do this.**

This puts you in a vulnerable position. While the landlord can't evict you for making a complaint they can evict you for non-payment of rent. For the same reasons, **make sure you are**

not

violating any of the terms of your lease. Read your lease thoroughly and make sure you understand your responsibilities. These codes exist to protect your health and

safety. **Do not use these codes as a way to harass your landlord.** If there are real violations the landlord will be held responsible, but inspectors are not going to make up charges where none exist.

Minimum Housing

Contact numbers regarding Minimum Housing code:
Hickory 828 323-7410 Newton 828 465-7412 Conover
828 464-1191 Claremont 828 459-7009 Maiden 828
428-5007 Long View 828 322-1567 Brookford 828
322-4903

The following information will be needed:

1. Property address and directions.
2. Description of problem.
3. Owner's name, phone number, and address.
4. Your name, phone number (County Only. This is optional in the City; you can make an anonymous complaint on behalf of yourself or someone else).

If the inspector finds violations, the owner will be notified of the repairs needed and give a deadline for their completion.

SMOKE DETECTORS

The **North Carolina General Statutes 42-42** requires the proper installation of approved smoke detectors by the landlord. The landlord shall insure that the smoke detector is operable and in good repair at the beginning of each tenancy. The tenant shall replace batteries as needed during the tenancy.

Tenants are responsible for notifying the landlord in writing if the smoke detector is not working properly after the beginning of the lease. **DO NOT TAKE THE BATTERIES OUT FOR USE IN OTHER ITEMS! This can result in fines or an eviction as well as endangering your safety.** Test your detector once a month by pressing the test button. The battery must be replaced once a year. When cleaning your house, use the vacuum cleaner to clear dust from the detector's air vents.

LEAD PAINT

Lead-based paint was frequently used in homes prior to being banned in 1977 due to its link to health problems. If you have a pre-1978 home, it is possible that it may have lead paint.

The Dangers of Lead Paint

Young children are at the greatest risk of lead poisoning. Lead interferes with normal brain and nervous system development. Lead can also be harmful to adults, especially pregnant women. Lead usually enters the system by being inhaled or by hand to mouth contact.

How to Protect Your Family

If you think your home may contain lead-based paint, follow these simple steps to protect you and your family.

- The Catawba County Environmental Health Department has self-test kits that provide immediate indicators for the presence of lead. Contact EH at 828 465-8270.
- The Catawba County Public Health Department and area private physicians test children for blood lead levels. There is a State program that tests children from birth to five years old for elevated blood lead levels. If the test results are positive and ≥ 20 ug/dl for two consecutive blood samples, then the Catawba County Environmental Health Department provides mandatory lead abatement for your home.

If your home does have lead-based paint

- Keep your home clean and dust-free Wash hands often. It is especially important for children to
- have clean hands before they eat

Repair chipping or flaking paint, but NEVER sand, scrape, or burn paint that is lead-based. This puts lead dust in the air that can be inhaled.

Radon

Testing for radon gas is not required in North Carolina for residential housing. Radon is a gas, which can permeate through the soil and penetrate into the home. Radon gas can be harmful to your health. Radon test kits are available at local hardware stores and through the North Carolina Cooperative Extension for a fee. Their phone number is 828 465-8250.

SECTION 8 & PUBLIC HOUSING

Both Section 8 and Public Housing are federally funded programs that exist for very low-income people. Each has its own application process and some basic differences.

PUBLIC HOUSING -Hickory

There are 4 developments run by the Housing Authority: Hillside Gardens, Blue Ridge Height, Ridge Crest, and Sunny Valley. The units are 1-5 bedroom apartments. Applications are taken on Tuesday, Wednesday, and Thursday from 9:00 am to 11:30 am and from 1:00 pm to 3:00 pm at the Hickory Public Housing Authority office located at 841 South Center Street, Hickory, NC. Phone number is 828 328-5373. Office hours are Monday – Friday 8:30 am to 5:00 pm.

PROCESS:

- Fill out application
- Criminal Record Check
- Landlord verification for 3 years
- Current income verification (check stubs, employer's address, fax number and phone number)
- Social security card (for all members of the household)
- Birth Certificate (for all members of the household)

- ID picture of all persons 18 or older
- Attend orientation
- If you are eligible and when there is a vacancy, you will be offered a unit. Security deposit is required and is based on bedroom size. Must pay first month's rent at time of move in.

PREFERENCE (Based on a point system)

- Elderly/handicap - 10 points
- Work 32-35 hours per week – 10 points

Public Housing SECTION 8 --Hickory

This program allows renters to find an apartment, house, or mobile home on the private market and still have their rent adjusted to their income. **The attraction:** a family can live in a privately owned rental, which gives them more flexibility in choosing where they want to live. **The draw back:** the family is responsible for finding a landlord who will accept the subsidy. This can be very hard.

PREFERENCE

There is a waiting list for subsidized housing; priority is given to those who qualify for preference. The guidelines are as follows (subject to change):

- Working at least 32 to 35 hours per week
- Elderly and/or handicapped/disabled.
-

WHEN AND WHERE TO APPLY:

For Section 8: Tuesday, Wednesday, and Thursday -9:00 am –11:00 am and 1:00 to 3:00 pm. Hickory Housing Authority, 841 South Center Street, Hickory, NC 28601. Phone number 828 328-5373

BE SURE TO BRING:

1. Social Security Card (for all members of the household)
2. Birth Certificate (for all members of the household)
3. Proof of All Income (paycheck stub, or receipts from AFDC, food stamps, VA benefits, Social Security, child support, etc.)
4. Names and addresses of current & past landlords.
5. Picture ID

IMPORTANT INFORMATION FOR SECTION 8 AND PUBLIC HOUSING APPLICANTS

- The Housing Authority only communicates by mail. This means that you need to do several things:
- **Check back with the Housing Authority about a week or two after making any applications.** Ask them if your file is complete.
- **Make sure you check your mail and completely read anything from the Housing Authority.** There may be important information that they need from you that may be holding up your application.
- **If you move let them know how to reach you.** If they send mail to you and it is returned by the Post Office, and if they haven't heard from you, they will take you off the waiting list. You will have to reapply.
- **If your situation changes you need to report those changes to them.** If your situation has gotten worse, staff may move your family higher on the waiting list.
- **Keep a record** of when, and to whom, you turned in information or paperwork.

Western Piedmont Council of Governments -SECTION 8

WPCOG Section 8 provides the benefits of the Section 8 Program to low income families in Alexander, Burke, Caldwell, and Catawba County. Section 8 is not an entitlement program. Participants, both families and owners, must be eligible for the program and comply with the program rules.

PREFERENCE:

- Extremely low-income families
- Living in substandard housing/dilapidated housing or who involuntarily lose their housing due to acts of nature or that of a local government
- Disability/Handicapped/Elderly families

- The working poor, whose head, co-head, or spouse is gainfully employed.

WHEN AND WHERE TO APPLY:

Western Piedmont Council of Governments located at 423 7th Ave. SW, Hickory. Phone Number: 828 322-9191 extension 228 (for Catawba County Application/Waiting list) and extension 282 (for Leasing). Applications are available every day, however on Tuesday and Thursday staff is available to assist with the application process. Hours: 8:15 am to 5:00. The housing office is closed each Friday after 12:00 pm.

BE SURE TO BRING:

-
- Proof of Income
- Social Security Card (Certificate of one over 6 years old in household)

Eligibility is determined by the agency's definition of family, the family's income being within HUD's Income Guidelines, all family member's being certified as a US citizen or a legal immigrant (with some exceptions), and each member age 6 and over having a social security card.

Housing Search:

Receipt of the voucher allows a family to search for housing of their choice. The housing unit must be found within a specified time and must past HUD's housing quality standards and the rent must be reasonable for the family before it can be approved.

If the rent would cause the family to pay more than 40% of their adjusted income toward the rent then it cannot be approved.

Primary problems facing families searching for a unit are:

- Locating an owner willing to comply with the HUD contract
- Locating a decent unit with an affordable rent
- Locating an affordable unit outside areas of concentrated poverty
- Overcoming the challenge of credit reports

Types of Rental Units

Families can be assisted in the following housing types:

- H House
- A Apartment
- N Mobile Home
- N Mobile Home Pad, where the family is purchasing the mobile home, but renting the lot it is sitting on
- T Townhouse
- C Condominium

(Sidenote: families can no longer rent from relatives, unless a reasonable accommodation is requested and approved for a family with a disability.)

Become a Homeowner!

No matter what you're paying each month for rent plus utilities, you may be a lot closer to owning your own home than you think! The Unifour Consortium offers a First Time Homebuyer Assistance Program. For more information about applying for the First Time Homebuyer Assistance Program contact Western Piedmont Council of Government at (828) 322-9191 ext 245.

Habitat for Humanity328-4663
City of Hickory.....323-7482
Western Piedmont Council of Governments.....322-9191

Remember that a good landlord reference is very important when applying for a home loan. Keeping rent payments and bills current should always be prioritized over other spending.

The **Section 8 Voucher Homeownership Program** allows first time homeowners to use voucher subsidy to meet monthly homeownership expenses.

Current voucher program participants are eligible to apply. No family member may have owned any ownership interest in a resident during the last 3-years. Families include person with disabilities. Except for elderly or disabled families, a minimum income requirement of \$10,300 (minimum wage x 2000 hours) must be met. Families except for the elderly or disabled must be currently employed (at application for admission), not less than an average of 30 hours a week; and have been continuously employed at least a year. Families must attend and satisfactorily complete a homeownership counseling program. Other requirements will apply.

Interested program participants may contact the WPCOG at 828-322-9191 extension 224.

Read through the beginning of this guide for tips on searching for and keeping your new home. The following is a list of apartments. **This listing does not guarantee that there are vacancies.**

Senior Citizen Apartments Subsidized by HUD

- Heritage Village: Senior Citizens only
2693 Old Conover-Startown Road, Newton Phone Number: 828 464-5924 Application must be picked up in person. It maybe mailed back in after completed. Applications are available from 8:00 am to 1:00 pm --Monday thru Friday
- Lutherhaus: Senior Citizen (62 or older) and/or have mobility impairment requiring a handicap accessible apartment
720 7th Ave. NE, Hickory Phone Number: 828 327-0393 Application can be mailed on request

Individual or Family Apartments Subsidized by HUD

- Beacon Hill Apartments
1208 Emmanuel Church Road, Conover Phone Number: 828 464-6034 Application must be completed in person. Application hours are 10:00 am to 4:00 pm – Monday and Wednesday
- Catawba Pines Apartments
815 E. First Street, Newton Phone Number: 828 464-6493 Application must be completed in person. Application hours are 9:00 am to 4:00 pm – Monday thru Friday
- Hilltop Apartments
18th St. Place NW, Hickory Phone Number: 828 328-4046 Application must be completed in person. Application hours are 9:00 am to 4:00 pm – Monday thru Friday
- Silver Springs Terrace
950 20th St. NE, Hickory Phone Number: 828 322-1129 Application must be completed in person Application hours are 9:00 am to 5:30 pm – Monday thru Friday

Apartments Subsidized by Rural Development

- Cedar Glen Apartments: Senior Citizens and/or Disabled Only
210 3rd Ave NE, Conover Phone Number: 828 464-6323 Application must be completed in person Application hours are 10:00 am to 12:00 pm – Monday thru Friday
- Apple Hill Apartments: Individual and/or Family
902 Laffon Road, Newton Phone Number: 828 464-2931 Application must be completed in person. Application hours are 10:00 am to 5:00 pm – Tuesday and Thursday

NOTES

Use this space to keep track of your housing search: Figure out your affordability guidelines. Write down appointment times and directions. Keep a log of the landlords that you've left messages for, and when you left them. If you are trying to find a place to use your Section 8, and you need an extension, this log will help you to verify the work you have done to find a place. GOOD LUCK!

Rental Lease Agreement

SAMPLE

1. Identification of Landlord and Tenant

This Agreement is entered into on _____, between the Tenant(s): _____ and the Landlord: _____ . Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement. (For example: if one tenant leaves without paying the other tenants are responsible for the full amount of the rent.)

1. Identification of Premises The rental is at the following location: _____, and includes the following furnishings and/or appliances: _____ Rental of the premises also includes _____.

2. Limits on Use and Occupancy The premises are to be used only as a private residence for Tenant(s) listed in Clause 1 of this Agreement, and the following minor children: _____

Occupancy by guests for more than _____ is prohibited without Landlord's written consent and will be _____ considered a breach of this Agreement.

1. Term of the Tenancy The term of the rental will begin on _____, and end on _____. If Tenant vacates before the term ends, and without proper written notice, the Tenant will be liable for any rent that the landlord loses. By NC Law the Landlord must promptly take action to re-rent the unit and must provide documentation that they have done so.

2. Payment of Rent

Regular monthly rent -Tenant will pay to Landlord a monthly rent of \$_____, payable in advance on the first day of each month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day. Rent will be paid to _____ at _____ or at such other place as Landlord designates.

Delivery of payment -Rent may be paid at the location written above: ___ by mail ___ in person

Form of payment. Check all that apply. Landlord will accept payment in these forms:

___personal check: payable to _____ ___cashier's check: payable to _____ ___ credit card ___ money order ___ cash

Pro-rated first month's rent.

For the period from Tenant's move-in date _____, through the end of the month, Tenant will pay to Landlord the pro-rated monthly rent of \$_____. This amount will be paid on or before the date the Tenant moves in.

6. Late Charges

According to NC Law, if Tenant fails to pay the rent in full before the end of the 5th day after it's due, Tenant will pay Landlord a late charge of \$_____. The total late charge for any one-month will not exceed \$15 or 5% of the monthly rent, whichever is greater. Also according to NC law, any late fee imposed will not be deducted from subsequent rental payments.

7. Security Deposit On signing this Agreement, Tenant will pay to Landlord the sum of \$_____ as a security deposit. Tenant may not, without Landlord's written consent, apply this security deposit to the last month's rent or to any other sum due under this Agreement. Within 30 days after Tenant has vacated the premises, Landlord will give Tenant an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by the Landlord, along with a check for any deposit balance. It

is the Tenant's duty to return keys and provide Landlord with a forwarding address.

8. Utilities Tenant will pay all utility charges, except the following, which will be paid by Landlord: _____.

9. Assignment and Subletting Tenant will not sublet any part of the premises or assign this Agreement without the written consent of Landlord.

10. Tenant's Maintenance Responsibilities Tenant will: (1) keep the premises clean, sanitary and in good condition and, upon termination of the tenancy, return the premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) immediately notify Landlord of any defects or dangerous conditions in and about the premises of which Tenant becomes aware; and (3) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the premises damaged by Tenant or Tenant's guests or business invitees through misuse or neglect.

Tenant has examined the premises, including appliances, fixtures, carpets, drapes and paint, and has found them to be in good, safe and clean condition and repair, except as noted in the Landlord/Tenant Checklist.

11. Repairs and Alterations by Tenant

a. Except as provided by law, as authorized below or by the prior written consent of Landlord, Tenant will not make any repairs or alterations to the premises. _____

b. Tenant will not, without Landlord's prior written consent, alter, re-key or install any locks to the premises or install or alter any burglar alarm system. Tenant will provide Landlord with a key or keys capable of unlocking all such re-keyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.

12. Repairs and Maintenance by Landlord

Landlord is responsible for the maintenance of the property so that it remains in safe and habitable condition. Landlord understands that properties within the City of Asheville are subject to Asheville's Minimum Housing Code and properties outside of the city limits and within Buncombe County are subject to Buncombe County's Minimum Housing Code.

- 1. Violating Laws and Causing Disturbances Tenant is entitled to quiet enjoyment of the premises. Tenant and guests will not use the premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs; (2) commit waste (severe property damage); or (3) create a nuisance by annoying, disturbing, inconveniencing or interfering with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.
- 2. Pets Pets are _____ are not _____ allowed to be kept on the premises. Properly trained animals needed by blind, deaf or disabled persons are allowed. Conditions of this agreement: _____.
- 3. Landlord's Right to Access Landlord (or agent) may enter the premises in the event of an emergency, to make repairs or improvements or to show the

premises to prospective buyers or tenants, provided Landlord does not interfere with Tenant's right to quiet enjoyment. Landlord may also enter the premises to conduct an annual inspection to check for safety or maintenance problems. Except in cases of emergency, Tenant's abandonment of the premises, court order, or where it is impracticable to do so, Landlord shall give Tenant reasonable notice of not less than 24 hours before entering.

16. Possession of the Premises

a. Tenant's failure to take possession.

If, after signing this Agreement, Tenant fails to take possession of the premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement.

b. Landlord's failure to deliver possession.

If Landlord is unable to deliver possession of the premises to Tenant for any reason not within Landlord's control, including, but not limited to, partial or complete destruction of the premises, Tenant will have the right to terminate this Agreement upon proper notice as required by law. In such event, Landlord's liability to Tenant will be limited to the return of all sums previously paid by Tenant to Landlord.

1. Additional Provisions Additional provisions are as follows: _____

2. Validity of Each Part If any part of this Agreement is held to be invalid the other provisions of this Agreement remain enforceable.

3. Entire Agreement

a. This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant.

b. The failure of Tenant or their guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to tenants and procedures as required by law.

Date _____ Date _____

Landlord or Landlord's Agent _____ Tenant _____

Title _____ Phone _____

Street Address _____

City, State & Zip Date _____

Phone _____

Tenant _____

Phone _____

