

# NEEDHAM HOUSING AUTHORITY

## LAWN & GARDEN POLICY

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### 1. INTRODUCTION

The Needham Housing Authority (“NHA”) recognizes that the appearance of our properties is a significant facet of our community. Proper upkeep of all exterior and common areas is critical in attracting and keeping good tenants and in creating the best possible living conditions for our current and future residents. The NHA Board of Commissioners has adopted this policy in order to address issues surrounding the fair use and maintenance of these common spaces.

### 2. YARD MAINTENANCE STANDARD

Under the lease terms, tenants are responsible for maintaining their own yards. This includes mowing, raking, plowing, shoveling, and keeping the yard neat and in good order as well as free from trash and debris. The NHA will not provide lawn mowers, weed whackers, or any other equipment to tenants for the purpose of yard maintenance.

Those tenants that live in the High Rock development are only allowed to have raised four feet by four feet beds that contain only vegetables or flowers. Those tenants on Linden Street or Chambers Street are prohibited from erecting fences, statues, or raised beds as well as from planting any trees, bushes, or gardens without prior approval from the NHA. Only those raised beds designated by the NHA will be allowed.

### 3. ENFORCEMENT

Tenants who fail to properly maintain their yard according to this standard will be responsible for the actual costs associated with the NHA having to bring the offending yards up to this standard. The cost will be the actual costs to the NHA based on the labor provided and time spent working. The work will either be performed by NHA staff or through a third party hired by the NHA according to the following steps:

**a. Warning**

The offending tenant/household will receive a written or verbal warning from NHA staff upon first violation.

**b. Billing**

If the yard continues to not meet the above standard, the NHA will make arrangements to clean, mow, shovel, plow, and/or anything else necessary to fix

the yard. The tenant will be billed for the time and labor necessary to bring the yard into compliance. This includes the disposal of any large, heavy, unsafe or unsanitary items or conditions. Payment will be due within thirty (30) days of notice to the tenant/household. Payments not received in thirty (30) days will be considered a lease violation.

**c. Billed Without Warning**

If an especially unsafe or unsanitary item or condition exists, the NHA will be at liberty to dispose of the item and bill the tenant/household for its disposal without prior written or verbal warning.

Failure to maintain one's yard may also constitute a lease violation and the NHA may elect to initiate eviction proceedings against the tenant.

**4. EXEMPTION**

An exemption from the yard maintenance standard will only be provided to those tenants that request and receive reasonable accommodations specifically exempting them from compliance. Those tenants that receive the request accommodation will still be billed to come into compliance, unless they can demonstrate financial hardship.