



Gardens Program Guidelines

General Statement of Purpose

The Housing Authority of the City of Los Angeles (HACLA) believes that gardens can be a means for residents to beautify the exterior of their dwelling space as well as provide a way to produce edible and or ornamental plants for their own use.

While the HACLA is supportive of such efforts it still has the responsibility as a landlord to ensure that HACLA property is not damaged or altered in such a manner as to require unnecessary expenses to restore the outside to its original state following a vacate. Additionally, common space must be maintained for the use of all residents not for individual use and access to underground utilities/infrastructure must not be impeded.

As such, the HACLA has developed the following guidelines for use by residents as well as HACLA site management and maintenance to follow. The following has been developed with input from a dedicated group of resident gardeners and HACLA staff.

This addresses only the use of the space immediately outside a resident's unit. This does not address the development, governance, or maintenance of any community gardens. Those will be addressed under different guidance.

General Guidelines for Personnel Gardens

The following are the general guidelines for residents and site staff to follow regarding personal gardens located at HACLA's large family public housing developments.

At sites where residents have dedicated planting/shrub/garden beds ("beds") in the front and the back of their unit and/or dedicated porches/patios, the following guidelines will be adhered to:

Resident's Responsibilities

1. Planting is to be restricted to the dedicated area in front or back of a tenant's unit.
2. All edible vegetation will need to be planted in raised beds or containers. Only ornamental or decorative vegetation can be planted directly into the soil.
3. Any containers placed on porches/patios must be raised (such as by the use "pot feet", inverted saucers, or other devices). This is to aid drainage of containers as well as to protect the underlying surface.

4. If a resident would like to utilize their dedicated bed for a personnel garden, they may remove the current vegetation **only after** notifying HACLA in writing and receiving approval.
5. Shrub/gardens beds are not to be expanded beyond their original space. Residents will **not** be allowed to remove additional sod/turf or other planting to expand their planting beds.
6. For those residents that have pre-existing gardens that are expanded beyond the shrub/garden beds, Site Managers will assess whether their areas have been well maintained and void of excessive clutter, hazards (including the blocking of egress), and does not threaten the integrity of the building structure or grounds in any way.
7. Residents must not create an environment that is hospitable to mosquitos to breed. Standing water in pots, trays, yard ornaments, etc. must be prevented at all times. *When saucers are used they should be turned over or inverted so as not to collect standing water.*
8. Gardening containers/planters and their subsequent crops/foilage are to be placed and maintained in such a way so as **to not** block/impede or **spill over onto** walkways/pathways; block entrance doors and windows; or block access to exterior storage and/or water heater or utility closets if such closets are part of the HACLA property.

Additionally, foliage from any planting (whether edible or ornamental) **cannot** touch or grow on any permanent HACLA structure (ex: building walls, clothes line poles, etc).

Residents are to be aware that the **HACLA has the right to cut back plantings** if any foliage grows in such a way as to impede/block access to pathways/walkways or if it touches permanent structures. The resident will be provided a seven (7) day notice to correct the overgrowth. If after the seven (7) days, the growth has not been cut back, HACLA staff will cut it back and the resident will be assessed a charge at minimum, equal to thirty (30) minutes of a Gardner/Caretaker position.

9. If a resident vacates their unit, they will be responsible for the removal of all garden containers and the area shall be returned by the resident into its original condition. This includes the removal of any porch/patio extension(s) or reconfigurations done by the residents. If a resident vacates leaving behind containers, plants, or other personal property, they will be charged the actual time it took to restore the area based on the salary of a Gardener/Caretaker position.

10. Residents are not to plant any type of plant that is noxious to children or small animals if consumed or if come into contact with.
11. Residents are to dispose of any waste in the proper trash receptacles made available for all residents.
12. Residents are responsible to make sure that any hazardous material (such as fertilizers and tools) are stored in their proper container(s) and kept out of the reach of children.
13. Residents are responsible for ensuring that their gardens are maintained in a safe, neat and orderly fashion and that ripe fruits/vegetables and dead plants are removed and/or disposed of in a timely manner.
14. Residents are to adhere to the City of Los Angeles' Water Ordinance. For more information on the City's Water Ordinance visit the DWP's website www.ladwp.com.

HACLA Responsibility

1. The HACLA will allow residents to maintain personal gardens within the dedicated planting beds in the front and back of their dwelling units as well as on patios/porches designated for that unit (unless otherwise noted in the exception from # 5 above in the Residents Responsibility section).
2. HACLA reserves the right to remove, at the resident's expense, any vegetation planted outside of the dedicated planting bed area (or anywhere else on the HACLA site).
3. HACLA will not apply any sort of pesticide or herbicides onto resident's personal gardens.
4. HACLA will not provide any regular or requested maintenance to any resident for their personal gardens.
5. Prior to trimming back growth from any personal garden, HACLA will provide residents with a seven (7) day warning if it is determined that foliage/material from personal gardens/plants is:
 - In contact (touching) any HACLA permanent structure; or
 - Is impeding or blocking access to any walkway/pathways, entrance doors, windows (specifically windows needed for emergency), and/or utility closets.

6. HACLA will provide a seven (7) day warning if it is discovered that containers are sitting directly on porches/patios (not raised to allow for drainage) or if containers are creating an environment for standing water to develop.
7. If a resident fails to correct any deficiency cited in a seven (7) day warning, HACLA will correct the deficiency and charge the resident the time spent to correct the deficiency. Such charge will be set to that of a Gardner/Caretaker for not less than thirty (30) minutes.
8. HACLA takes no responsibility to the protection of resident's personal gardens, including the use or theft of any containers or other supplies, the theft of any actual plants either in whole or part, or the result of consumption of any such plant material and or fruit/vegetable/herb or other edible parts.
9. The HACLA is not responsible for the care of resident's plantings including but not limited to transplanting, fertilizing, pruning, thinning, harvesting, or repositioning of containers.
10. The HACLA is not liable for damage caused to resident's property if the HACLA has to move/relocate any resident's property that is blocking walkways/pathways, window egress, access to utilities, or emergency exit routes.



HOUSING AUTHORITY OF THE CITY OF LOS ANGELES
RESIDENT GARDENING GUIDELINES



Resident Name: _____ Cal #: _____ Unit #: _____

The following guidelines have been developed for residents who maintain a personal garden outside their respective unit. Please speak to your site's management office if you have additional questions as this is a binding agreement with resident responsibilities.

TERMS OF USE. In exchange for HACLA consenting to my installing and maintaining a personal garden outside my unit, I agree to abide by the following terms and conditions:

- Not to expand my gardening space past the designated planting beds in front of or in back of my unit.
• To only plant in my designated raised beds or pots, and not directly into the ground.
• Not to place any pots and planters on any hard surface (i.e., porches, patios, etc.) that prevents the pot/planter from properly draining.
• To maintain my gardening space free from weeds, pests and other nuisances, and in a manner that prevents standing water from accumulating.
• To only use pesticides in strict compliance with applicable instructions.
• To prevent any plantings located within my gardening space from coming into contact with any building surface (i.e., walls, walkways, etc.) that would result in damage to that building surface.
• To trim my plantings so they do not lay, land on or block any pathways/walkways, etc. so as to become a public or private nuisance.
• To prevent any plantings located within my gardening space from impeding the operation of or blocking access to windows, utility or storage closets, or doorways, or otherwise interfering with the ability to exit or enter my unit in case of an emergency.
• Upon the end of my tenancy or revocation of my gardening space privileges, to return my gardening space to the same condition as when I first received it.



VIOLATIONS. I further understand and agree to the following:

- HACLA may issue a seven (7) day notice to correct violations of the foregoing Terms of Use, and if I fail to correct the violations within the time specified, HACLA may, in its sole discretion, either correct the violation(s) at my expense and/or revoke my use of the planting space.
• In the event HACLA corrects any violations of the Terms of Use and/or revokes use of my planting space, HACLA shall not be liable for damages or claims of any kind or nature associated with such activities as provided in the "Right and Responsibilities" below.

RIGHTS AND RESPONSIBILITIES. I further understand and agree to the following:

- HACLA reserves the right to change or revoke my right to maintain a personal garden at any time and for any reason or for no reason. HACLA is not responsible for any loss of or damage to my personal property, including my plantings, pots and planters.
• I am fully aware of the risks and hazards associated with gardening, including risks and hazards associated with ingesting any plantings grown in my garden. I ASSUME RESPONSIBILITY FOR ALL SUCH RISKS AND HAZARDS, including any loss, cost, or damage that may result from any accident, injury, illness, or death to me or another person, or any damage to or loss of any property owned by me or another person.

I agree to abide by these Resident Gardening Guidelines including all Terms of Use, including any future revisions hereto.

Resident Name (Print)

Resident Signature

Date

Resident Name (Print)

Resident Signature

Date