



# COMMUNITY HOUSE RULES

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## TABLE OF CONTENTS

<b>I.</b>	<b>HOUSE RULES – GENERAL INFORMATION</b>	<b>6</b>
<b>II.</b>	<b>COMMUNITY STANDARDS OF CONDUCT</b>	<b>7</b>
<b>III.</b>	<b>RENT &amp; OTHER PAYMENTS</b>	<b>7</b>
	• Rent	7
	• Security Deposits	8
	• Non-Waiver Rights and Claims	8
	• Notification Requirement for Changes in Income/Family Composition	8
<b>IV.</b>	<b>HEALTH AND SAFETY</b>	<b>8</b>
	• Smoke-Free Housing Policy	9
	• Portable Oxygen Tanks	9
	• Barbeque Grills	9
	• Fire Safety Information	9
	• Freezing Weather	9
	• Suspicious Activity	10
	• Drug-Free Environment	10
	• Bullying	11
<b>V.</b>	<b>YOUR APARTMENT</b>	<b>11</b>
	• Transfer Policy	12
	• Insurance	12
	• Smoke Detectors	12
	• Doors / Windows	12
	• Sanitary Conditions	12
	• Lock Changes	13
	• Lock Outs / Keys / Mail Keys	13



## TABLE OF CONTENTS (CONT...)

• Appliances	13
• Resident-Owned Appliances	14
• Utilities	14
• Porches and Patios	15
• Satellite Dishes	16
• Motorized Wheelchairs/Scooters	16
• Alterations to the Interior and Exterior	16
• Extermination / Pest Control / Bed Bugs	16
• Asbestos	17
• Mold	18
• Unit Inspections	18
• Maintenance / Maintenance Emergencies	19
• Sinks, Drains, and Shower Curtains	19
<b>VI. YOUR COMMUNITY</b>	<b>20</b>
• Resident Organizations	20
• Community Rooms	23
• Noise / Trash / Dumpsters	23
• Solicitation, Sales, and Home-Based Businesses	24
• Hallways, Stairs, and Common Areas	24
• Laundry Facilities	25
• Automatic Access and Pedestrian Gates	26
• Vehicles, Parking, and Towing	26
<b>VII. PETS AND ASSISTANCE ANIMALS</b>	<b>27</b>



## TABLE OF CONTENTS (CONT...)

<b>VIII. LEASE / PROGRAM OBLIGATIONS AND ENFORCEMENT</b>	<b>27</b>
• Annual Recertifications	27
• Voucher “Choice Mobility” After One Year	28
• Visitors and Guests	28
• Adding or Removing Household Members	29
• Live-In Aides	29
• Involuntary Removal of a Household Member	29
• Eligibility and Misrepresentation	30
• Criminal and Drug Activity	30
• Zero Tolerance Policy	30
• Public Consumption of Alcohol / Sex Offenders	31
• Extended Absences / Abandonment	31
• Termination of Lease by Resident	33
• Requirement to Vacate an Accessible Unit	33
• Lease Violation / Termination of Tenancy	33
• Serious Lease Violations – Immediate Termination	33
• Repeated Lease Violations	34
• Criminal Activity or Alcohol Abuse – Immediate Termination	35
• Notice Requirements / RAD Statute	35
<b>IX. MOVE-OUT PROCEDURES</b>	<b>37</b>
• Checking Out When Vacating	37
• Collection After Move-Out	37
<b>X. PROTECTIONS FOR RESIDENTS HOUSED</b>	<b>37</b>



## TABLE OF CONTENTS (CONT...)

	• Grievance Procedures	38
	• Resident Procedural Rights	39
	• Phase-In of Rent Increases	40
	• Earned Income Disregard (EID) / FSS / Pets	40
<b>XI.</b>	<b>OTHER RESIDENT PROTECTIONS</b>	<b>41</b>
	• Posting and Notice Schedule	41
	• Fair Housing / Title VI / Section 504	41
	• Reasonable Accommodations or Modifications	41
	• Violence Against Women Act (VAWA)	42
	• Lease Addendum / Limited English Proficiency	42
	• The Equal Access Rule / RAD Requirements	43
<b>XII.</b>	<b>RESIDENT CERTIFICATIONS (SIGNATURE PAGE)</b>	<b>44</b>



## I. HOUSE RULES - GENERAL INFORMATION

Living here carries with it a sense of pride in belonging to an active community. This property was converted from public housing to a PBV Section 8 housing community, and every effort is made to ensure your home remains pleasant and comfortable. In exchange for rental payments, each resident is entitled to the use and enjoyment of their residence in a peaceful, quiet, and private environment. Your support and cooperation as a resident is of utmost importance, as the observance of these policies helps maintain high standards of living for everyone. These rules are not meant to infringe on the rights of any one individual, but rather to protect the rights of all residents and the community as a whole. The owner reserves the right to amend these house rules at any time with reasonable notice to the residents.

Routine problems should be reported to the office during business hours. In case of emergencies and suspicious activity, call 911.

The following House Rules are an attachment to the lease and have become a legal part of the lease. The rules were designed to ensure that residents are allowed to enjoy their home in peace and quiet comfort. These rules apply to all residents, their guests, and their service providers as appropriate.

Resident(s) (hereinafter (jointly) called “Resident”), members of resident’s household, guests, visitors and service providers engaged by the resident shall obey and comply with all laws and city ordinances and shall abide by all rules and regulations adopted by the Department of Housing & Urban Development (HUD), the owner and property staff.

If a provision of this agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of these House Rules and shall not affect the validity or enforceability in other jurisdictions of that or any other provision of these House Rules.

Please contact the property management staff if you need help understanding this document.

Contacte por favor la oficina de gestión si usted necesita ayuda a comprender este documento. (Spanish) Por favor contate o escritório de gerência se deve ajudar entendimento este documento. (Portuguese) Souple kontakte Biwo jesyon a si w bezwen èd pou konprann dokiman sa a. (Haitian Creole)

Vui lòng liên hệ với nhân viên quản lý chỗ nghỉ nếu quý khách cần trợ giúp để hiểu rõ tài liệu này. (Vietnamese)

Пожалуйста, свяжитесь с персоналом управления недвижимостью, если вам нужна помощь в понимании этого документа. (Russian)

如果您需要了解本文档的帮助，请联系物业管理人員。(Chinese)

このドキュメントの理解に関するサポートが必要な場合は、プロパティ管理スタッフにお問い合わせください。(Japanese)

دنتسمل اذه مهف يف دةعاسم ىلا ةجاحب تنك اذا راقعلا ةرادا قيرفب لاصتلاا ىجري (Arabic)



## II. COMMUNITY STANDARDS OF CONDUCT

The owner and property staff strive to maintain a pleasant, safe and comfortable environment for residents. In consideration of this, all residents and their visitors will refrain from any conduct that would conflict with the rights of other residents to the peaceful enjoyment of the premises.

Residents and their guests/service providers are expected to dress appropriately when outside of individual apartments including the management office, hallways, laundry rooms, lobbies, community rooms, playgrounds, and other common areas.

The owner and property staff reserve the right to refuse to conduct business with anyone who is verbally abusive, swears, is disrespectful, makes threats, uses discriminatory language, appears to be intoxicated or under the influence of alcohol or drugs.

Residents named on the lease are responsible for the actions and conduct of household members, guest(s), visitor(s), and service provider(s) hired by the resident while in the apartment and/or on the property.

Residents understand and acknowledge that surveillance cameras may be installed throughout the property. Cameras may be present in the management office, in common areas and in other areas throughout the property. Any communication, including but not limited to calls/texts/emails made to the management office or to property staff devices, may be monitored and recorded.

## III. RENT & OTHER PAYMENTS

- **RENT**

For RAD PBV units, rent will be 30% of your adjusted gross income, as summarized on the HUD Fact Sheet, "How Your Rent Is Determined". The tenant paid portion of the rent will be calculated by the local housing authority and verified with Management.

Residents who currently pay less than 30% of income (flat rents) will experience a rent increase phased in over up to three (3) years. If your income decreases, you have a right to request an interim recertification and an adjustment in your rent. The local housing authority and the site staff should be notified of these changes

Rent is due on or before the first (1st) day of the month and a late fee of 10% of the monthly rent will be assessed after the 4th day of the month. These late fees will be assessed in accordance with the terms of the lease.

Payments may be submitted at the management office during regular business hours or put in the management office's drop box at any time. Methods of payment include personal check, a cashier's check, bank check, automatic draft, or money order. Cash is not accepted. Online rent payment options are available as well; please inquire with the site staff.

A \$25.00 fee is assessed for each check returned by your bank for any reason. However, after your second returned check, your checks will no longer be accepted for rent payment. You will be required to make future payments by cashier's check or money order.



Payments made for rent will be applied to rent first, beginning with the oldest rent balance due. All other payments received will be applied to the oldest balance due.

Other payments due on the first (1st) day of the month include any cable, maintenance, air conditioning, excess utility, repayment agreement installments and any past due charges that may be applicable to the community.

Late payments of rent can result in termination of the lease and eviction. You should always contact management if your rent payment is going to be late.

- **SECURITY DEPOSITS**

A security deposit is required for all new residents whose occupancy begins upon execution of the lease agreement. The required security deposit will equal the residents' total tenant payment, with the minimum-security deposit of \$200.00 (1) Bedroom, \$250 (2) Bedroom, \$300 (3) Bedroom.

- **NON-WAIVER RIGHTS AND CLAIMS**

After owner gives notice of termination of the Lease, notice to vacate, or files a suit for forcible entry and detainer, owner may still accept rent or other sums due without waving or diminishing owner's statutory or contractual rights to evict resident, terminate the Lease and/or pursue other legal remedies. Acceptance of monies at any time will not waive owner's right to seek past or future rents or other payments, damages, or sums due.

- **NOTIFICATION REQUIREMENTS FOR CHANGES IN INCOME OR FAMILY COMPOSITION**

To ensure that assisted residents pay rents commensurate with their ability to pay, residents must supply information requested by the local housing authority or HUD for use in an interim recertification of family income and composition in accordance with HUD requirements. All residents must notify the local housing authority and the Management Agent when:

- A family member moves out of the unit;
- The family proposes to move a new member into the unit;
- With the exception of newborns, the request to add a new member to the lease must occur and be approved BEFORE the person is allowed to reside at the property
- Failure to notify management of this is considered a material lease violation. All household members must be eligible and must meet current screening requirements in order to be approved to move in to the unit.
- An adult member of the family who was reported as unemployed on the most recent certification or recertification obtains employment; or
- The family's income cumulatively increases by \$200 or more per month.

All changes must be reported to the property staff and the local housing authority within ten (10) calendar days of the effective date of the change. Residents will be asked to provide verification of the change.

Failure to report changes within ten (10) days that create a rent increase will result in a retroactive rent increase effective the first day of the month following the date of the change. The resident



will be responsible for returning any assistance paid in error. The owner must return assistance paid in error to the Department of Housing and Urban Development.

Failure to report changes, within ten (10) days that result in a rent decrease will result in a rent change effectively the first day of the month following the discovery/notification of the change. In accordance with HUD rules, the reduction in rent payment will NOT be retroactive.

#### **IV. HEALTH AND SAFETY**

- **SMOKE FREE HOUSING POLICY**

Smoking of any kind is NOT allowed in and around the Common Areas of The Property, or in any outdoor areas, including any “Private Outdoor Spaces” or in any other area designated by Management.

Residents may not smoke in their Designated Unit and are designated as “smoke-free. Smoking may be a basis for eviction.

- **PORTABLE OXYGEN TANKS**

When a portable oxygen tank is in use, the resident agrees to become familiar with and comply with all safety precautions associated with use of portable oxygen.

If a portable oxygen tank is in use, residents must keep the tank at least fifteen (15) feet from any designated smoking area and/or fifteen (15) feet from where smoking is occurring. This rule also applies to proximity to other open flames such as barbeque grills. Because of the extreme risk to other residents, unsafe use of portable oxygen tanks and other such devices is considered a material lease violation. Oxygen must not be stored outside the designated unit or in any common area. Residents must inform management if oxygen tanks are used in the designated unit in order to comply with local fire codes.

- **BARBEQUE GRILLS**

The storage or use of barbeque pits, hibachis or any other outside cooking appliances is prohibited on balconies, porches, storage closets or inside any building. Such items must be kept at least 10 feet from any combustible wall or structure at all times. Residents who fail to comply with these regulations will be responsible for any fines assessed as a result of the non-compliance.

- **FIRE SAFETY INFORMATION**

Fires are a serious problem in any apartment community. Though damage is usually confined to property loss and damage, the loss of personal items can be quite an emotional experience. Most often started through carelessness with cooking, matches, cigarettes and candles, many fires can be avoided by using caution and common sense. If a fire is started due to carelessness on the part of the resident and/or occupants and guests, the resident will be financially responsible for the amount of repair to the unit. At its discretion, the owner may cap the resident liability at the amount of the insurance deductible.



- **Fire prevention tips:**
  - Cooking grease should be completely cool and placed in metal can before disposing of it in a trash receptacle.
  - Do not burn candles in your unit. This is not only dangerous, but also a lease violation.
  - Do not allow young children to operate the stove.
  - Properly supervise children and ensure they do not have access to matches and cigarette lighters.

- **FREEZING WEATHER**

In the event of severe, freezing weather, management will make every attempt to post or distribute FREEZE ALERT signs. Residents should take the following precautions when there is the potential for freezing weather:

- Drip both the HOT and Cold-water faucets in the apartment until the FREEZE ALERT signs are removed.
- Set the thermostat to 50° minimum.
- Open closet and cabinet doors to keep plumbing fixtures and plumbing pipes in exterior walls from freezing.

In the case of an anticipated extended absence from the apartment, leave the thermostat on 50° minimum. These precautions are essential in order to avoid substantial damage to the apartment from broken pipes. If the resident fails to take these precautions, financial liability for damages may occur.

- **SUSPICIOUS ACTIVITY**

Every resident has a responsibility to report any suspicious behavior to the manager. Never attempt to apprehend a person committing a crime. Criminal activity should be reported to the local police department.

In the event of suspicious criminal activity, residents are strongly encouraged to call the Police. In case of emergency, call 911.

For non-emergencies requiring city services, call 311.

- **DRUG-FREE ENVIRONMENT**

Residents and guests shall not engage in drug-related criminal activity on the grounds, in their apartments, their apartment building, or property common areas. “Drug-related criminal activity” means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, see, distribute, or use, of a controlled substance (as defined in Section 102 of the Controlled Substance Act-21 U.S.C.K. 802).



- **BULLYING**

The owner is determined to help create an environment that is safe and life affirming for all residents and staff. Acts of bullying, harassment and intimidation are an attack on the right to the safety and respect that each individual on this property is entitled to. Residents should promptly report in writing any incident of harassment to management. Management will promptly report and investigate all incidents of bullying and harassment. Harassment includes verbal, physical, and visual conduct that creates an intimidating, offensive, or hostile working environment, or that interferes with work performance for management employees, vendors, or invites, or which creates a similar hostile living environment for residents. Management emphasizes that residents are not required to complain first to the on-site management if management's employees are the people committing harassment. Residents may contact the management's main office to report any incidents of harassment.

The owner defines bullying as any severe, pervasive, or persistent act or conduct whether physical, electronic, or verbal that:

- May be based on actual or perceived race, color, ethnicity, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, intellectual ability, familial status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, status as a victim, place of residence or business, or any other distinguishing characteristic, or on a person's association with a group or any person with one or more of the actual or perceived foregoing characteristics; and
- Can reasonably be predicted to:
  - Place the person in reasonable fear of physical harm to their person or property;
  - Cause a substantial detrimental effect on the person's physical or mental health;
  - Prevents peaceful enjoyment of the property;
  - Substantially interferes with any student's academic performance or attendance;or
- Substantially interferes with the person's ability to participate in or benefit from the services, activities, or privileges provided by an agency, educational institution, or grantee.

Bullying is not tolerated and, after investigation, may result in penalties up to and including termination of assistance or termination of tenancy.

## **V. YOUR APARTMENT**

- **TRANSFER POLICY**

The owner, nor management can guarantee that your neighbor will be acceptable to you. If at any time you wish to transfer to a different apartment, you may do so at your own expense and within the transfer policy of the community as stated in the Tenant Selection Plan / Resident Selection Criteria. A new security deposit will be required. After the transfer is complete, the original security deposit will be refunded, minus any charges for damages, cleaning, etc.



- **INSURANCE**

The owner is not responsible for damage or loss of any personal property belonging to the resident. Residents are strongly encouraged to purchase renter's insurance for personal belongings and household effects. The owner's insurance policy does not provide this protection.

- **SMOKE DETECTORS**

All apartments are equipped with at least one smoke detector, which was tested at move-in. After move in, it is the responsibility of the resident to periodically check the smoke detector. If it needs to be repaired or replaced, please contact the management office. The smoke alarms in your apartment must be operable at all times.

Batteries must NOT be removed from the smoke detectors NOR should the smoke detectors be removed from the ceiling. If it is determined that the smoke detector has been tampered with or removed the resident will be financially accountable for the replacement or the repair of the smoke detector(s). Removal of the smoke detectors or the batteries is a violation of your lease agreement and could result in a notice to vacate or lease termination.

Disabling a smoke detector puts other residents at risk, is considered a material lease violation and is a city ordinance violation.

- **DOORS**

Doors of apartments must be locked during a resident's absence. Residents should always carry apartment keys while away from the unit. Management will not be responsible for articles missing from the apartment.

Residents are not permitted to have their own locks on any door (inside or outside). Door locks installed on bedroom or bathroom doors that lock from the outside of the room are NOT ALLOWED. This is a safety hazard. Installation of additional locks or security devices must be approved in advance by the management and must be installed by a property maintenance staff member. Property staff must be able to gain access for routine maintenance, inspection purposes and in the event of any emergency.

Under no circumstances shall a resident tamper with or prop open any door to a common area, management office, community room, etc. This includes all entry doors at all high-rise apartment complexes.

- **WINDOWS**

All windows are to be kept uniform on the exterior. Do not place aluminum foil, sheets, or other materials over windows. Screens when provided are to remain attached and not removed for any reason.

- **SANITARY CONDITIONS**

Your apartment must be kept clean, sanitary, and free from objectionable odors. No trash or other materials are allowed to accumulate which would prove hazardous or pose a health violation.



- **LOCK CHANGES**

Any resident-requested lock changes must be paid for by the resident in accordance with the owner's approved list of charges. Lock changes will be assessed and approved by Management Prior to change. Lock changes with respect to VAWA (Violence Against Women Act) will strictly adhere to state law regarding lock changes for protected tenants. Management will not charge the resident for any locks changed in relation to adherence to state law regarding the VAWA act.

- **LOCK OUTS**

During business hours, there will not be a service charge to gain entry to your unit. However, if a lock change is required, the resident will be charged the cost of the lock change. There is a lockout fee for requests after hours, including weekends and holidays (refer to the owner's approved list of charges). Doors will not be unlocked for any person not listed on the lease. Proper identification must be provided at the time of emergency response. Any damage to your doors and windows caused by efforts to gain entry to your apartment will be subject to damage fees and possible lease termination.

- **KEYS**

Only residents on the lease agreement are allowed to possess keys to the designated unit or designated areas within the property. One set of keys will be issued to each resident 18 years of age or older. Management may issue second key/key card for caregivers or relatives upon written requests of residents. Additional keys may be charged to the residents at cost, and management reserves the right to deny a request for additional keys.

Upon termination of the lease, resident agrees to return all keys to management. Management may charge the resident the replacement cost for each key not returned. In addition, management reserves the right to change a lock at residents' expense if all keys are not returned. Key replacement will be assessed at the actual cost for each key/key card.

- **MAIL/MAIL KEYS**

Lost or stolen keys can be replaced at a cost of \$7.50 per key and \$29.50 to replace the mailbox lock. Management will not be responsible for any package delivered to the premises for a resident.

- **APPLIANCES**

All units are equipped with a refrigerator/freezer and stove/oven. Depending on the unit, additional appliances may be included and will be notated accordingly on the move-in inspection form. All appliances must be kept clean and only be used as they are intended to be used. For example, ovens are not to be used as heaters or storage areas.

No owner-provided equipment and/or appliances may be replaced, moved or removed from the apartment. All provided equipment and appliances must be permanently retained in the original location.

Appliances may not be installed or stored on patios, balconies or other areas intended for the private use of the residents. Residents are not permitted to repair any major appliance belonging to the owner. If an owner supplied appliance is not working properly, the resident should notify the property management office.



If a resident attempts to repair an appliance and such attempts damage the appliance, the resident will be charged for repair or replacement of the appliance. Such charges must be paid within thirty (30) days of notice.

- **RESIDENT-OWNED APPLIANCES**

If a resident wishes to add an additional appliance the resident must receive written approval from management before installing. Window unit air conditioners are not allowed in units with central air conditioning.

For units without central air conditioning, window unit air conditioners must be in good working condition and must be installed with proper bracing and/or brackets. Maintenance staff will provide the proper materials and install a window unit for a charge (as listed in the owner's approved list of charges).

All resident-owned appliances must be in good working condition and authorized for use by management. Appliances must not pose any safety or fire hazard and must not cause any violations to physical inspection protocols. Appliance connections including washer and dryers must be conducted by a member of the property maintenance team. Ice makers must be approved and connected by appropriate maintenance personnel.

Each room in your unit must have two means of escape in the event of a fire. If a window-unit air conditioner is determined to block escape in a room, the resident will be required to remove the air conditioner. This requirement does not apply to units located above the third floor. Maintenance staff is not responsible for performing repairs or maintenance on any resident-owned appliances.

All dryers must have a method to vent lint. If no external dryer vent is available, the resident must have a portable dryer vent receptacle. If there is not one in the unit, maintenance staff will place one in the unit for a fee.

- **UTILITIES**

Necessary utilities such as gas, electric, water, etc. must be kept in service to the apartment at all times during the lease term. Where applicable, service must be established in resident's name at the time of the signing of the lease.

In those developments where utilities are owned and furnished by a local utility company, an allowance for utilities shall be established, appropriate for the size and type of apartment. By the date of Lease commencement, and not later than move-in, the resident shall establish account(s) with the local utility company(s) for the apartment in the name of an adult resident member of the apartment. If the resident delays in getting the utilities turned on in their name or causes the utilities to be transferred back to the owner's name before vacating the apartment, the resident will be liable for the actual cost of utilities used while the utility should have been connected in their name—such costs will become due and collectible ten (10) business days after written notice is provided to the resident.



Failure to maintain the utilities in the resident's name will be grounds for termination of the lease. The Total Tenant Payment less the allowance for utilities equals the resident rent. If the Allowance for Utilities exceeds the Total Tenant Payment, the owner will pay a Utility Reimbursement each month.

The resident has the option of allowing the owner to provide the utility allowance amount directly to the utility provider.

Resident acknowledges that HUD rules and regulations require that the owner periodically gather utilities cost information to accurately determine the appropriate utility allowance for each unit type. Residents will provide copies of monthly utility bills to the owner or will sign necessary releases in order for the owner to gain access to and provide required information to HUD or HUD's agents.

- **PORCHES AND PATIOS**

To ensure clean, uncluttered unit exteriors, it is the resident's responsibility to adhere to the following restrictions regarding what may be placed in your patio and front porch areas. Patio furniture may consist of:

- Patio Chairs
- A Small Patio Table
- Small Potted Plants
- All items must be intended for outdoor use and proportionate in size to your patio.

Since the appearance of patios and balconies affect the appearance of the community, patios and balconies may not be used for the storage of trash, boxes, tires, auto parts, broken furniture, appliances, aluminum cans, exercise equipment, etc. Management reserves the right to monitor the decor and appearance of your patio or balcony.

Residents with inappropriate items on their porch or patio will receive a written warning to remove the items. Residents will have 72 hours after the warning has been provided to remove any items that the management staff deems as a violation of the policy. If the items are not removed in accordance with the warning notice, maintenance staff will remove and dispose of them.

If management staff observes items that pose an immediate risk to health and safety, residents will have 24 hours after the warning has been provided to remove the dangerous items. If the items are not removed in accordance with the warning notice, maintenance staff will remove and dispose of them.

Bicycles can be stored ONLY if storage does not cause obstruction to windows or doors. Bicycles must be in good working condition. Rusty, broken or otherwise inoperable bicycles must be removed and disposed of by resident.

No shopping carts are to be stored or left on property or in units, unless your manager has a designated area for storage of shopping carts.



- **SATELLITE DISHES**

Residents must request written permission from management before scheduling the installation of a satellite dish. Installation instructions will be provided to meet community and local code requirements. Additional satellite addendums will require execution before installation of satellite dishes.

- **MOTORIZED WHEELCHAIRS/SCOOTERS**

Residents must operate wheelchairs and scooters in a manner and at a speed not to endanger others who are walking or standing in the common areas of the property. They must be stored inside the resident's apartment at all times and not in hallways, breezeways, etc. The resident will be responsible for any damages to common property or persons as a result of negligence or their inability to operate properly their motorized wheelchairs or scooters.

- **ALTERATIONS TO THE INTERIOR AND EXTERIOR**

Residents are not to make repairs or alterations or install any equipment to the interior or exterior of the unit without the prior consent from management.

Only those items that are freestanding and not attached may be used, such as freestanding shelves, lamps and other items which do not damage the walls or other surfaces. Please use the following guidelines when decorating your home:

- All Window Coverings Are Provided by Owner and Must Be Kept in Use as Intended. When Viewed from The Outside, All Windows Must Show White or Light Background.
- Holiday Decorations Are Allowed but Must Be Removed No Later Than Two Weeks After the Holiday. Spray Snow on Windows or Door Screens Is Not Permitted.
- Residents Are Responsible for Any Damages Caused by Their Waterbeds.

- **EXTERMINATION / PEST CONTROL**

All apartments receive monthly routine pest control services. Any pest related emergencies should be reported to management. Extermination will be scheduled for the next available date. The exterminator will require the resident's full cooperation to be effective. If this service is refused, the resident will be in violation of the lease, and subject to a trip fee. Residents will be charged an additional fee if infestation is due to poor housekeeping and more than the monthly trip is required.

- **BED BUGS**

Resident hereby agrees to prevent and control possible bed bug infestation in the apartment by adhering to the following list of responsibilities:

- Housekeeping. Resident shall properly maintain sanitation upkeep, clutter reduction, and trash removal from the apartment.
- Used Furniture. Resident shall avoid bringing used or discarded bed frames, mattresses, box springs, or upholstered furniture into the apartment.
- Duty to Report. Resident shall report any problems with or sightings of bed bugs immediately to the Housing Manager. Even a few bed bugs can rapidly multiply to create a major infestation that can spread to other units. After receiving a report of bed bugs, the Housing Manager will respond promptly.
- Access for Inspection. Resident shall allow management and pest control agent's



- access to the apartment at reasonable times to inspect for and/or treat bed bugs.
- **Mandatory Cooperation.** Resident shall cooperate with pest control efforts. If your unit or a neighbor's unit is infested management will contact a pest management professional to inspect and eradicate the problem.
- **Bed Bug Treatment.** In the event of a bed bug issue, Resident agrees to execute and adhere to the "Bed Bug Treatment Agreement" provided at move-in.

As long as residents notify the property staff in a timely manner and as long as residents fully and properly participate in all eradication procedures, cost of treatment is the responsibility of the owner. However, cost to replace any items that must be discarded and cost to clean personal items will be the responsibility of the resident.

Failure to notify management and failure to fully and properly participate in the eradication process are grounds for immediate termination of tenancy. For more information, please refer to the owner's Bed Bug Policy provided at move-in.

- **ASBESTOS**

Asbestos is a compound of natural fibrous minerals that has been used commercially for decades because of its strength, durability, fire retarding capability, and resistance to wear. In most dwellings built before 1981, asbestos was commonly used in construction materials. ACM may have been used in the original construction of the Premises prior to the enactment of federal laws that limit asbestos in certain construction materials. Exposure to asbestos fibers may create a health hazard, including risk of lung disease and cancer.

State and Federal laws require notification to residents and occupants of buildings containing materials that have been identified as health hazards. In an effort to provide high quality management services and in conjunction with energy renovation activities, a recent evaluation has determined that asbestos-containing materials (ACM) have been found in limited areas of the community. According to a survey conducted by a licensed environmental consultant, no asbestos was detected in the majority of building materials tested. The areas found to ACM are generally in good condition and do not indicate any immediate need for asbestos removal. Because no survey is fully comprehensive, the possibility exists that ACM may be present in other areas of the Premises. Residents may request from management more information about ACM in their unit and/or community.

The United States Environmental Protection Agency ("EPA") has determined that the mere presence of ACM does not pose a significant health risk to residents and that these materials are safe so long as they are not dislodged or disrupted in a manner that causes the asbestos fibers to be released. State and Federal law does not require that intact asbestos materials be removed. Instead, the law simply requires that reasonable precautions be taken to minimize any disturbance or damage to those materials. Disturbances include sanding, scraping, pounding, or other techniques that produce dust and cause the asbestos particles to become airborne.



Residents, household members and guests shall not take or permit any action which in any way damages or disturbs the dwelling unit, or any part thereof, including, but not limited to, the following actions:

- Do not drill holes in walls, ceilings or floors.
- Do not hang plants or other objects from the ceilings.
- Do not disturb or detach insulation behind the walls or ceilings.
- Do not sand or remove any floor tiles.
- Do not attempt to clean or vacuum suspected ACM.

Notify management immediately if you notice any disturbance, damage or debris to any material that you suspect may contain asbestos. Residents shall notify management regarding holes of one-quarter inch or larger in wallboard or ceilings, or crumbling or peeling of wallboard, tile or ceiling materials. Further, the residents must promptly report any ceiling leaks or disturbances to the Management office.

- **MOLD**

To minimize the occurrence and growth of mold in the apartment, the resident hereby agrees to the following:

- Moisture Accumulation. Resident shall: remove any visible moisture accumulation in or on the apartment, including on walls, windows, floors, ceilings, and bathroom fixtures; mop up spills and thoroughly dry affected areas as soon as possible after occurrence; use exhaust fans in the kitchen and bathroom when necessary; and keep climate and moisture in the apartment at reasonable levels.
- Notification Requirements. Resident shall promptly notify management in writing of the presence of any of the following conditions:
  - A water leak, excessive moisture, or standing water inside the apartment;
  - A water leak, excessive moisture, or standing water in any common area of the development;
  - Mold or mildew growth in or on the apartment that persists after resident has tried several times to remove it with household cleaning solutions, such as disinfectants, mildew remover, or a combination of water and bleach;
  - A malfunction in any part of the heating, air-conditioning, or ventilation system in the apartment.



- **UNIT INSPECTIONS**

Management may conduct a unit inspection for any of the following reasons:

- Housekeeping Unit condition
- Suspected lease violation
- Preventive maintenance
- Routine maintenance
- There is reasonable cause to believe an emergency exists
- Required HQS inspection - (scheduled every two years and as required for all voucher recipients).
- NSPIRE inspections will be performed annually to ensure the unit is maintained in decent, safe, and sanitary conditions in compliance with state housing agency requirements if applicable.
- Inspections by governmental agencies or ownership/syndication partners to include state monitoring agencies, financial institutions, and syndicators.

Housekeeping inspections will be conducted on an annual basis. If the unit inspection results in discovery that the apartment is not maintained in a decent, safe and sanitary manner, the resident will be issued a lease violation. A re-inspection will be conducted within 30 days to confirm that the resident has complied with the requirement to abate the problem.

Failure to abate the problem or allow for a reinspection is considered a violation of the lease and may result in termination of tenancy.

Management will provide notification in writing at least 48 hours in advance of any inspection. Residents are not required to be present for unit inspections. If it is determined by management that needed repairs went unreported by the resident and/or were caused by the resident's household and/or guests, the resident will be financially responsible for such repairs and lease violations may be issued.

- **MAINTENANCE**

It is the responsibility of each resident to promptly report any maintenance problem. Charges for damages resulting from unreported maintenance problems will be assessed.

All maintenance requests must be called in to the Management office. Maintenance personnel are not allowed to accept verbal requests.

Maintenance requests will be completed in a timely manner. Non-emergency requests will be completed between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays.

Residents should report any malfunctions or maintenance requests promptly so that increased repair costs and damage to the residents and/or owner's property can be avoided.

When applicable, due to resident damages service charges for parts and labor will be billed to the resident.



The resident must allow maintenance staff access to the unit to make repairs. The owner shall have the right to temporarily and without notice turn off equipment and/or interrupt utilities to avoid damage to property or to perform repairs or routine maintenance.

- **MAINTENANCE EMERGENCIES**

Calls received after hours, weekends and holidays will be answered by an answering service and can be reached by dialing the office phone number. The answering service will contact the on-duty maintenance staff, who will either call or come to the dwelling to determine the appropriate course of action. Maintenance personnel are available for maintenance emergencies 24-7, including weekends and holidays.

When conditions in the unit are hazardous to life, health or safety, the owner will make repairs or otherwise abate the situation within 24 hours. Defects hazardous to life, health or safety include, but are not limited to, the following:

- Any condition that jeopardizes the security of the unit
- Major plumbing leaks or flooding, waterlogged ceiling or floor in imminent danger of falling
- Natural or LP gas or fuel oil leaks
- Any electrical problem or condition that could result in shock or fire
- Absence of a working heating system when outside temperature is below 50 degrees Fahrenheit
- Absence of a working central cooling system.
- Utilities not in service due to no fault of the resident, including no running hot water
- Inoperable smoke detectors
- Exterior door, window or lock broken and unable to secure apartment
- Inoperable toilet (does not apply if second toilet is available)
- Inoperable refrigerator

- **SINKS AND DRAINS**

The resident must contact maintenance if a sink or toilet is overflowing or if a clog cannot be cleared with simple plunging. Residents may not dispose of paint or other chemicals, diapers, baby wipes, sanitary napkins, paper towels, Q-tips, cigarette butts, grease, or hair in the toilet. This will cause a clog and possible overflow. Resident shall not use drain cleaners of any kind, other than common household bleach. Resident-caused toilet stoppages will incur a maintenance charge in accordance with the owner's approved list of charges.

- **SHOWER CURTAINS**

A shower curtain must be used inside the tub while showering. Water on the floor can damage tiles, carpet, as well as the downstairs apartment. Residents are responsible for any damages caused by failure to properly use a shower curtain.



## VI. YOUR COMMUNITY

- **RESIDENT ORGANIZATIONS**

Residents have the right to establish and operate a resident organization for the purpose of addressing issues related to their living environment as well as activities related to housing and community development. A resident organization is considered legitimate if it has been established by the residents for the purpose described above, and meets regularly, operates democratically, is representative of all residents in the development, and is completely independent of owners, management, and their representatives. The definition of legitimate resident organization includes “organizing committees” newly formed by residents, and does not require specific structures, written by-laws, elections, or resident petitions.

Protected Activities. If no resident organization exists, residents and resident organizers may conduct the following activities related to the establishment or operation of a resident organization:

- Distributing leaflets in lobby areas;
- Placing leaflets at or under residents' doors;
- Distributing leaflets in common areas;
- Initiating contact with residents;
- Conducting door-to-door surveys of residents to ascertain interest in establishing a resident organization and to offer information about resident organizations;
- Posting information on bulletin boards;
- Assisting residents to participate in resident organization activities;
- Convening regularly scheduled resident organization meetings in a space on site and accessible to residents, in a manner that is fully independent of management representatives. In order to preserve the independence of resident organizations, management representatives may not attend such meetings unless invited by the resident organization to specific meetings to discuss a specific issue or issues; and

In addition to these activities, residents and resident organizers may conduct other reasonable activities related to the establishment or operation of a resident organization.

Project Owner shall not require residents and resident organizers to obtain prior permission before engaging in the activities permitted in this section.

Meeting Space. Management will reasonably make available the use of any community room or other available space appropriate for meetings that is part of the PBV project when requested by:

- Residents or a resident organization and used for activities related to the operation of the resident organization; or
- Residents seeking to establish a resident organization or collectively address issues related to their living environment.



Resident and resident organization meetings must be accessible to persons with disabilities, unless this is impractical for reasons beyond the organization's control. If the project has an accessible common area or areas, it will not be impractical to make organizational meetings accessible to people with disabilities.

- **Fee for Use.** Resident organizations may be charged a reasonable, customary and usual fee, as may normally be imposed for the use of such facilities in accordance with procedures prescribed by the HUD, for the use of meeting space.
- **Resident Organizers.** A resident organizer is a resident or non-resident who assists residents in establishing and operating a resident organization, and who is not an employee or representative of current or prospective owner, managers, or their agents. Resident organizers may assist residents in establishing and operating resident organizations.
- **Canvassing -** A resident has the right not to be re-canvassed against his or her wishes regarding participation in a resident organization.
- **Funding.** Pursuant to RAD requirements, Owner must provide \$25 per occupied unit annually for resident participation, of which at least \$15 per occupied unit is to be provided to the legitimate resident organization at the property. These funds must be used for resident education, organizing around tenancy issues, and training activities.

In the absence of a legitimate resident organization at Project:

- HUD encourages the project owners and residents to work together to determine the most appropriate ways to foster a constructive working relationship, including supporting the formation of a legitimate residents organization.
- Residents are encouraged to contact management directly with questions or concerns regarding issues related to their tenancy. Management agents are also encouraged to actively engage residents in the absence of a resident organization.
- Owners and agents must make resident participation funds available to residents for organizing activities in accordance with this notice. Residents must make requests for these funds in writing to the agent. These requests will be subject to approval by the project owner.
- Any activities conducted at the behest of the resident organization must be conducted in such a way as to comply with the Fair Housing Act and Section 504 of the Rehabilitation Act. All communications, meetings, and activities must be available to all residents who wish to participate regardless of familial status, race, sex, disability, color, religion, national origin, sexual orientation, gender identity, or marital status.



- **COMMUNITY ROOMS**

The primary use of the community room is for Residents and Residents' Guests. Guests must be always accompanied by a Resident and under the supervision of a Resident. Any Resident wanting to use the Community Room for individual and private use must reserve the room at least one week in advance and must receive prior written approval from Management. Residents wanting to use the community room must sign a written Community Room Agreement outlining the terms and conditions of its use. Resident groups that are not part of the regularly occurring programmed activities in the community room may reserve the community room as required for group meetings, functions, and/or activities. The Resident, who is a member of the group, must sign a written Community Room Agreement outlining the terms and conditions of its use. Management will collect a refundable room and cleaning deposit for the use of the community room. Any Resident or group who has used the community room must clean the community room and put into a neat and tidy condition following the use by the resident.

- **NOISE**

Residents must not make or permit any noise or amplified sound that may be disruptive to neighbors and/or the community. Noise that could be considered disturbing includes, but is not limited to, incessant barking, loud music, use of power tools, cars or motorcycles with excessively loud engines, fireworks or explosives, loud parties and shouting. Residents must conduct themselves in such a way as to always ensure the quiet and peaceful enjoyment of the residence.

- **TRASH/DUMPSTERS**

Management will not allow any accumulated trash or other material that will create a hazard or that will be in violation of any health, fire or safety ordinance. No trash or garbage accumulation is allowed in the apartment. No discarded trash, garbage, and/or household or personal item(s) is allowed in storage areas, patios/balconies, laundry facilities, common areas, or anywhere on the property and must be placed inside dumpsters provided by the apartment property or the local housing authority.

Do not put large items such as old furniture, appliances, mattresses, etc. in or near the dumpster. The disposal company will not pick up these items. You are responsible for hauling those items too large to fit in the trash dumpsters. Under certain circumstances, the owner may

provide hauling of large items; however, you must obtain permission from management before placing large items out for pick-up.

If a recycling program exists at the community, the resident is responsible for placing items that can be recycled in the appropriate recycling bins.

The placing or dumping of any highly flammable material in the waste container(s), which may cause a fire in the dumpster, is strictly prohibited.

Grease, paint, acids, and other problem materials may not be disposed of in the dumpster.



If the resident fails to properly dispose of any item, the cost for the removal will be charged to the resident. This includes hazardous waste, medical waste, paint, chemicals, old furniture, mattresses, box springs or other personal property.

- **SOLICITATION / SALES**

For reasons of both security and respect for privacy, solicitations and sales are prohibited. Residents, guests, and vendors are prohibited from distributing advertisements, solicitations, invitations or other materials like on or under residents' doors. Some exceptions may apply if authorized by property management (example: Google Fiber service sign up) Garage and yard sales are prohibited unless approved by the property staff.

- **HOME-BASED BUSINESSES**

No business or business activity shall be carried out in the unit at any time except with the prior written approval of management.

A home-based business is defined as an income earned activity that is engaged in as more than a hobby and where no offsite space is leased, rented or used as the majority location for the conduct of the business. All home-based businesses must comply with local laws or ordinances governing such businesses located in a residence.

No home-based business that uses chemicals (such as hair and nail cosmetology) or the manufacture of products in the home (such as woodworking, metalworking) is allowed.

Daycare, either for children or adults is not permitted. Daycare requires special licensing and monitoring would create an undue burden on the owner/agent and/or property staff. Occasional "sitting" is allowed, but must conform to the guest/visitor policies.

- **HALLWAYS/STAIRS**

Residents will be required to keep hallways and stairwells clean and free of mops, grocery baskets, furniture, etc. No articles that would in any way constitute a fire or safety hazard may be stored in these areas.

No sidewalks, parking areas, driveways or any other public entrance shall be obstructed or used for children's play or loitering by residents, members of his/her family, his/her guest, or other persons connected with the occupancy of the leased premises.

- **COMMON AREAS**

All common areas, such as the laundry centers, entryways, parking lots, etc. are subject to all rules, policies, and regulations that the management may deem necessary from time to time for the betterment and safety of all living in the community. All such rules, policies, and regulations are to be complied with in their entirety.

- Proper attire is required.
- No alcohol or open containers permitted.
- Smoking is allowed only in the vicinity of your unit designated areas, whether inside or out, and in accordance with all local, state or federal restrictions.



- Management desires to maintain the lawns in an attractive condition; therefore, the use of the lawns for play or as footpaths is strictly prohibited.
- Planting by any resident must have written authorization from Management.
- Bicycles and/or skateboards may be ridden on the perimeters of the property only.

- **LAUNDRY FACILITIES**

The laundry center(s) is provided for your convenience. Please help us keep the laundry facilities clean by wiping up spills, disposing of all trash and wiping out machines after use.

The laundry equipment, water basins, and other plumbing fixtures shall be used only for the purposes for which they are designed. Rubbish, rags or other improper articles are not to be placed in this equipment. No clothes are to be dyed in the machines.

Any damage resulting from misuse of the equipment may be charged to and paid for by the resident responsible for the damage. Residents are responsible for cleaning out the lint trap in the dryer before and after use of the dryer. Do not allow children to play in or around the area unless supervised by an adult.

If a machine is not working properly, please notify the office and indicate the identifying number on the broken machine.

The community is not responsible for lost, stolen, or damaged items. Clothing that is abandoned, or left in the laundry, will be disposed of accordingly. The community will not refund money lost in the laundry or other vending machines.

Please keep the laundry room door shut in the winter months. Residents may not use portable washers and/or dryers, nor hook up permanent washers and/or dryers, in areas other than those provided without prior written consent of the management.

- **AUTOMATIC ACCESS GATES**

Certain areas of The Property have automatic opening and closing gates. These gates are for vehicular traffic only. No foot traffic is allowed through these gates. In addition, Residents and Covered Persons are not to be on, hang, or play near these gates.

The automatic gate openers are issued to Residents having vehicles with current registration, proof of insurance and valid driver's licenses. If a gate opener is lost or damaged, the cost of replacement is \$25.

Resident may request additional gate openers for live-in aide or care provider, as long as the provider parks in the designated space for the Designated Unit. A security deposit may be required for additional gate openers.

Resident's vehicles should proceed through these gates when granted access only after utilizing a gate opener, however, residents or guests should never follow another car through the gates without stopping and accessing entry. The gates are designed to allow access for only one vehicle at a time.



- **PEDESTRIAN/WALK THROUGH GATES**

Gate keycards/keys/fobs providing entrance to the property through pedestrian gates are for use by Residents only. Keycards/key/fobs may not be loaned or given to anyone who is not a Resident or member of the Resident household. Residents must not allow entrance to unauthorized or unknown people. Pedestrian doors may not be propped open at any time. Damages due to misuse of these doors will result in charges to the Resident responsible for its misuse.

- **VEHICLES, PARKING AND TOWING**

The community provides limited off-street parking for resident-owned and staff vehicles. All resident parking is unassigned and available on a first come first park basis. Residents and guests must abide by appropriate state laws and city ordinances as well as the owner's Parking and Towing Policy provided at move-in.

Parking Violations: The following parking violations are considered for which vehicles may be towed:

- Vehicle is illegally parked;
- Vehicle is obstructing access to a garbage dumpster;
- Vehicle is obstructing a pedestrian or vehicle gate;
- Vehicle is leaking fluid that presents a hazard or threat to persons or property;
- Vehicle is a semitrailer, truck-tractor, or a trailer of any size or type parked without the express written permission of management;
- Vehicle is blocking another vehicle from exiting its parking space;
- Vehicle is parked in a space designated for permit parking and fails to display a valid parking permit (sticker) or visitor tag issued by management;
- Vehicle has no license plate or registration sticker;
- Vehicle is parked on the grass, landscape, sidewalk, yard, patio, or common area of the community;
- Vehicle is taking up more than one parking space;
- Vehicle is inoperable;
- Vehicle is being used for storage and considered unsightly;
- Vehicle appears to be abandoned



The parking and towing regulations are contained in the lease, which is provided to residents at move in and available from the management office. It indicates when a vehicle may be towed and what notice will be provided.

## **VII. PETS AND ASSISTANCE ANIMALS**

All animals must be registered and approved before they are allowed to live in the unit. This rule applies to pets and assistance animals. The owner has established Pet Rules to ensure the community is maintained in a decent, safe and sanitary manner and that all residents are allowed to live in peace and quiet comfort. These Pet Rules are considered an attachment to the lease and are provided to all households at the time of move-in.

Pets are limited to common household pets, which are defined by HUD as: a domesticated animal such as a dog, cat, small bird, fish, or turtle that is traditionally kept in the home for pleasure rather than for commercial purposes. The following pet standards apply:

Each resident household is allowed one (1) common household pets with an adult weight of no more than 30lbs.

The Pet Rules require resident pet owners to pay a refundable pet deposit. The owner will use the pet deposit only to pay reasonable expenses directly attributable to the presence of the pet on the property.

The pet deposit will be \$300.00. A \$100.00 initial pet deposit is required at the time the pet is brought on to the premises. The resident will be required to pay the remaining balance in increments of \$25.00 per month until the \$300.00 pet deposit is collected. Residents may pay the entire pet deposit upfront or in increments greater than those described if he/she chooses to do so.

Service animals, companion animals and therapy animals are not considered pets. If a resident wishes to request an animal assistance, review and follow the process to request a reasonable accommodation and to request an animal.

All animals, including assistance animals, must be approved and registered before the animal is allowed to live in the unit.

## **VIII. LEASE/PROGRAM OBLIGATIONS AND ENFORCEMENT**

### **• ANNUAL RECERTIFICATIONS**

- Section 8 Project Based Vouchers - Section 8 Vouchers must be recertified annually with your local Housing Authority so that each resident may continue to qualify for a federal subsidy.
- Tax Credit - Continuing compliance with Section 42 tax credit regulations requires that you complete an annual recertification with the site staff.

Annual Recertification Non-compliance with either program will result in termination from both programs and the termination of your lease.



- **VOUCHER “CHOICE MOBILITY” AFTER ONE YEAR OF OCCUPANCY**

Residents who have lived in a converted RAD unit for a year have the right to apply for a portable Section 8 voucher after one year. Application for a portable voucher should be made through correspondence with the local housing authority. Households that are approved for a choice mobility voucher will receive a voucher when it becomes available. Upon approval for a portable voucher by the agency, the residents should give management a 30 day written notice.

- **VISITORS / GUESTS**

Visitors/guests are welcome as long as they:

- Abide by property lease and property rules
- Abide by federal, state and local laws
- Do not pose a threat to any resident or property staff
- Do not disturb the peace and quiet comfort of other residents

Visitors/guests are defined as any person not listed on the lease as a household member regardless of age or relationship.

Visitors/guests may stay with the residents on an occasional basis not to exceed seven (7) consecutive days or thirty (30) cumulative days/nights in any twelve (12) month period. If there are valid reasons for a visitor / guest to stay longer than the listed timeframes, residents must request and receive advanced approval for these visitors/guests. Approval will be made at the discretion of the manager. Examples include, but are not limited to:

- Non-Custodial parents receiving an extended visit from their child
- Resident in need of short-term care (i.e. post-surgery)

Residents in need of long-term live-in care may request to add a live-in aide to their lease. Violation of the visitor / guest policy is grounds for termination of the lease.

If a resident is disabled and requires a reasonable accommodation to allow a guest to stay more than thirty (30) cumulative days/nights during a twelve (12) month period, the accommodation must be requested and approved before the guest is allowed to remain longer than the above-mentioned timeframe. The number of overnight guests is limited to the local occupancy standards for the unit size plus one.

Service providers, such as a caregiver, are not defined as visitors or guests, but must be registered with management if they will be present on the property for more than thirty (30) cumulative days/nights in any twelve (12) month period.

If management suspects that a guest is actually living in the unit, verification of alternative residence will be requested. In addition, the resident must sign a notarized statement confirming that the guest does not violate the guest policy as indicated above and does not reside in the unit. Please note, any resident who knowingly allows an ineligible person to live in the unit is violating the lease.



Residents are not permitted to allow any unauthorized occupants outside the guest policy. Residents are also not permitted to allow any person not on the lease to use the resident's address as his/her own.

Residents are responsible for the actions of all guests and visitors while they are on property.

- **ADDING OR REMOVING HOUSEHOLD MEMBERS**

The owner will make every effort to ensure that the correct assistance is provided to those who seek housing assistance.

One of the key requirements, at application and during residency, is to disclose who will be living in the unit at any given time. It is important to understand the difference between a resident and a guest.

Residents are strictly prohibited from allowing anyone to move into the unit without the express written permission from management and the housing agency issuing the voucher.

The owner must apply screening criteria, as described in the resident selection plan, to people who proposed to be added to the household, including live-in aides. In addition, certain eligibility requirements must be reviewed by the Housing Authority before anyone is allowed to move into a unit included in a housing assistance contract. Allowing a person to move in before receiving this approval is a violation of the lease and grounds for termination of the lease.

- **LIVE-IN AIDES**

A live-in aide must meet HUD's definition of a live-in aide:

- It is essential to the care and well-being of the residents.
- Is not dependent on the resident for support
- Is only living in the unit to provide essential support
- Cannot remain in the unit upon tenant's passing or move out
- 

If a resident or applicant requests a live-in aide, the Housing Authority is required to verify the need for a live-in aide using third-party verification.

The live-in aide must be approved and must sign the House Rules before move-in. The Housing Authority must sign a revised 50058 before the live-in aide is allowed to move-in.

If a live-in aide moves in prior to screening and prior to signing required forms, the Housing Authority or management will issue a notice of lease violation and may pursue other action including, but not limited to eviction of the live-in aide, termination of assistance and/or termination of tenancy.

- **INVOLUNTARY REMOVAL OF A HOUSEHOLD MEMBER**

If a resident is required to leave, based on the lease, House Rules, Pet/Assistance Animal Rules or for another reason, the remaining residents must provide verification to management within ten (10) business days that the removed household member has alternative housing.



Failure to provide adequate documentation to verify removal of a household member may result in termination of housing assistance and/or termination of tenancy. HUD rules regarding special protections, such as those protections provided under the Violence Against Women Act, apply.

- **ELIGIBILITY AND MISREPRESENTATION**

Eligibility determination and redetermination for assistance through the project-based Section 8 voucher program will be conducted by the local Housing Authority. All residents understand that they are required to meet HUD eligibility criteria before being approved to move-in and during occupancy. If the local Housing Authority or management discovers that any resident provided false information in order to initially, qualify for housing assistance or in order to continue to qualify for HUD housing assistance, corrective action will be taken as follows:

- Eligibility will be reviewed based on the time false information was provided and the assistance will be adjusted accordingly.
- Assistance paid in error must be returned to HUD starting no more than ten (10) business days after discovery and investigation is complete.
- If false information was provided at move-in, the security deposit, required at move-in, will be adjusted and the resident(s) agree to pay the new adjusted amount within thirty (30) days or face termination of tenancy.
- If false information was provided at move-in, and the household would not have been eligible, any housing assistance and/or tenancy will be terminated.
- If any resident provided false information that affects eligibility for or the amount of housing assistance, the owner/agent reserves the right to refuse to renew the lease; in this case, the resident agrees to vacate the apartment within thirty (30) days of receiving a termination notice (conforming to procedures in the housing authority's Section 8 administrative plan).

- **CRIMINAL ACTIVITY – INCLUDING DRUG ACTIVITY**

Owners have the discretion to terminate tenancy for criminal activity engaged in by any resident, household member, or guest, and any such activity engaged in on the premises by any other person under the resident's control, as further described in Section 8 of the Tenancy Addendum Section for the 8 Project Based Voucher Program, which is attached to the lease.

- **ZERO TOLERANCE POLICY**

The owner's mission is to provide safe, decent, and sanitary housing to its residents. In order to achieve its goal to provide safe housing, as well as protect the solvency of the owner by lessening the owner's liability, the owner has a Zero Tolerance Policy for criminal activity, drug-related criminal activity, acts of physical violence or threats of physical violence, or other acts or disturbances engaged in by residents, household members or guests who violate the applicable Lease. It shall be the policy of the owner to terminate this Lease for the above-described behavior. Neither an arrest nor a conviction is required to terminate this Lease for the above-described behavior. The owner may terminate tenancy and evict the resident for criminal activity



through judicial action if the owner determines that the resident has engaged in criminal activity, regardless of whether the resident has been arrested or convicted for such activity and without satisfying criminal standard of proof.

- **PUBLIC CONSUMPTION OF ALCOHOL**

The owner maintains a strict prohibition against consumption of alcohol in all common or public areas. This includes, but is not limited to, offices, designated smoking areas, laundry rooms, common stairwells, community rooms and parking lots.

Residents, guest and service providers are expected to behave responsibly with respect to the use of alcoholic beverages. Residents who engage in disruptive behavior as a result of their use of alcohol, or who fail to prevent such behavior by their guests or service providers, will be considered to be in violation of the lease.

- **SEX OFFENDERS**

HUD prohibits providing housing assistance to anyone who is subject to a state lifetime sex-offender registry. The owner has opted to make that rule more restrictive by prohibiting any sex offender registrant from living on the property.

If the owner has good cause (i.e. notification from a state sex offender registry or law enforcement agency), the owner can conduct additional sex offender screening of all household members.

- If it is discovered that any household member is subject to registration on any state sex offender registry, management will immediately notify the household that they have the option to remove the sex offender, or management will pursue termination of assistance and termination of tenancy.
- If the household notifies management that the sex offender is permanently moving out of the unit, the household members must provide proof to management that the offender has alternative permanent residence within five (5) business days. Self-certification is not acceptable verification in this case.
- If it is discovered that the household is allowing a registered sex offender to live in the unit as an unauthorized occupant or to use the unit address as his/her mailing address, management will immediately notify the household that this is a violation of the lease. Failure to resolve the issue will result in management pursuing termination of assistance and termination of tenancy. The household must provide verification that the
- registered sex offender is no longer living there and no longer using the address as his / her mailing address.

- **EXTENDED ABSENCES FROM THE UNIT**

Residents must notify the management in advance if all adult household members intend to be absent from the unit for more than fifteen (15) consecutive days.

Under no circumstances may the entire household be absent from their apartment (other than for medical reasons) for more than sixty (60) cumulative days, not necessarily consecutively, in any six (6) month period.



In cases of illness or confinement in a hospital or nursing care facility, for a resident who is the sole member of a household, a resident may be absent from her/his apartment for up to one-hundred eighty (180) days when a licensed medical professional, familiar with the resident's condition, verifies that a return to the unit will occur within the one-hundred eighty (180) days.

The unit may not be occupied by a person who is not a part of the lease while the resident is absent unless management has given permission in writing. Such permission will be given under limited conditions.

- **ABANDONMENT AND ABANDONED PROPERTY:**

The owner may take possession of the apartment after the resident has moved out, whether by eviction through judicial process or by abandonment. If there are reasonable grounds to question whether or not residents have moved out, management may secure the apartment against vandalism, and a notice of planned entry will be delivered or attached to the apartment.

Management may reasonably conclude that the resident has abandoned the unit when the following steps have been taken:

- Management has inspected the unit and it appears that all household members have vacated the unit;
- Management has inspected the unit and furniture, food, clothing, and other household belongings have been substantially removed;
- Management has reviewed additional evidence of any existence of the resident's intent to not return to the unit, such evidence may include, but is not limited to:
- Resident has been in default for non-payment of rent for at least twenty (20) consecutive days; or
- Electrical utilities to the unit have been terminated or transferred; and
- There is no response by the resident forty-eight (48) hours after management has posted a notice of abandonment to the inside of the main entry door stating that management considers the apartment abandoned.

The property shall not be liable or responsible for damage to or loss of a resident's personal property upon surrender or abandonment of the apartment.

There will be strict adherence to the lease and state law regarding the issue of abandonment of the leased premises.

The owner is authorized to remove and store any property belonging to a deceased resident, who is the sole occupant of the apartment, that remains in the unit for fourteen (14) or more days after the resident's death. The owner shall return the property to the person who was designated by the Resident or to any other person lawfully entitled to the property if the request is made in writing to the owner prior to the property being discarded. The initial costs of removal and storage will be deducted from the security deposit. The owner may dispose of the abandoned property as it sees fit only after the representative has been notified by certified mail, the representative failed to remove the property by the 30th day after the postmark date of the notice, and the owner has not been contacted by anyone claiming the property prior to the date of discarding the property.



- **TERMINATION OF LEASE BY THE RESIDENT**

Residents may terminate tenancy by providing a thirty (30) day written notice before moving from the unit. The resident is expected to comply with the lease, especially the rules stating that the unit will be the residents' sole place of residence, during the thirty-day notice period.

- **REQUIREMENT TO VACATE AN ACCESSIBLE UNIT**

When a resident household is living in an accessible unit and no family member in the household has need for the accessible unit, management will offer the family a transfer to a non-accessible unit. This will allow the unit to be offered to an applicant household in need of an accessible unit. If the household refuses to move to the non-accessible unit, management will terminate assistance and the household will be required to pay the contract rent.

- **LEASE VIOLATIONS/TERMINATION OF TENANCY**

In accordance with HUD regulations, management is required to monitor residents' compliance with the lease terms. Certain lease violations will result in termination of HUD housing assistance in accordance with rules set forth in the lease, the PBV RAD Lease Addendum, these House Rules and all affiliated attachments and addendums.

- **SECTION 8 VOUCHER TERMINATION**

In the Project Based Section 8 Voucher Program, an Owner may only terminate the tenancy because of:

1. Serious or repeated violation of the lease;
2. Violation of Federal, State, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
3. Criminal activity or alcohol abuse (as provided in paragraph c);
4. Failure of a family in a supportive service excepted unit to complete its Family Self-Sufficiency (FSS) Contract of Participation or other supportive services requirement without good cause; or
5. Other good cause

- **SERIOUS VIOLATIONS OF THE LEASE – IMMEDIATE TERMINATION OF TENANCY**

Certain lease violations will result in immediate termination of tenancy (eviction). These are considered material lease violations and will result in termination of tenancy (eviction) in accordance with HUD requirements, including 24 CFR part 983. Material lease violations include, but are not limited to:

1. Criminal activity engaged on or near the property by the resident or any resident guest or service provider, which threatens the health, safety, and right to peaceful enjoyment of the premises by residents, staff, or neighbors living in the immediate vicinity of the premises.
2. Failure to provide a Social Security number and adequate documentation to verify the Social Security number for any non-exempt household member.
3. Misrepresenting eligibility status in regard to income, age, criminal history, landlord history, etc.
4. Failure to pay rent as required by the lease.
5. Failure to return assistance-paid-in-error as agreed in a repayment agreement (three late payments in any twelve-month period or any one missed payment).  
Note: eviction for this purpose does not indicate forgiveness of the requirement



to return assistance-paid-in-error to HUD.

6. Discovery that a resident failed to fully and accurately disclose income information or information about changes in household composition that results in assistance-paid-in-error (second such violation).
7. Failure to enter into a repayment agreement or refusal to return assistance paid in error.
8. Any resident's inclusion on any state lifetime sex offender registry (subject to HUD requirements).
9. Verification that a member of a household commits fraud in relation to HUD housing provided on this property.
10. Committing an act covered under the Violence Against Women Act (in such cases, the owner may choose to seek bifurcation of the lease to protect the victim).
11. Discovery that any household member (including live-in aides) is subject to any sex offender registration.
12. Violation of federal, state, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises.

- **OTHER LEASE VIOLATIONS – REPEATED VIOLATIONS RESULT IN TERMINATION OF THE LEASE**

Other lease violations are less severe and the owner and/or property staff has adopted the following policy. When a minor lease violation is discovered, the owner and/or property staff will issue a written notice explaining the violation. This notice will be provided in an equally effective format as reasonable accommodation if there is the presence of a disability. Minor lease violations include, but are not limited to:

1. Allowing unauthorized occupants.
2. Violations of the visitor/guest policy.
3. Unauthorized animals in a unit.
4. Failed housekeeping inspection.
5. Late payments in regard to a repayment agreement.
6. Failure to comply with pet/assistance animal policies (if applicable).
7. Parking in accessible or reserved parking spaces when inappropriate.
8. Noise violations.
9. Disrupting the livability of the property.
10. Adversely affecting the health or safety of any person.
11. Adversely affecting the right of other tenants to peaceful enjoyment of the property.
12. Interfering with the management of the property.
13. Having an adverse financial effect on the property.
14. Failing to pay utilities.
15. Damaging, destroying, or defacing the unit or property.
16. Failing to pay the cost of all repairs caused by the carelessness or neglect on the part of the resident.
17. Other violations as noted in the lease, any lease addendum or the property house rules, pet rules, or assistance animal rules.



However, if a resident (family) commits any three (3) minor lease violations within a twelve (12) month period, they will be placed on probation for twelve (12) months following the 3rd violation. During the probationary period, if the resident (family) commits anyone (1) lease violation, management will pursue termination of tenancy in accordance with the lease, the PBV RAD Lease Addendum, these House Rules and all affiliated attachments and addendums.

- **CRIMINAL ACTIVITY OR ALCOHOL ABUSE - SERIOUS VIOLATIONS OF LEASE - IMMEDIATE TERMINATION OF TENANCY AND SECTION 8 ASSISTANCE**

These lease violations are material lease violations and result in termination of tenancy (eviction) in accordance with HUD requirements, including 24 CFR part 983:

Any member of the household, a guest or another person under a resident's control commits any of the following types of criminal activity:

- a. Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
- b. Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises.
- c. Any violent criminal activity on or near the premises; or
- d. Any drug-related criminal activity on or near the premises.

**Any member of the household is:**

- e. Fleeing to avoid prosecution, custody, or confinement after conviction for a crime, or an attempt to commit a crime, that is classified as a felony or a similar high-level offense under the laws of the jurisdiction from which the individual flees.
- f. Fleeing to avoid prosecution, custody, or confinement after conviction for a crime, or an attempt to commit a crime, that is classified as a felony or a similar high-level offense under the laws of the jurisdiction from which the individual flees; or
- g. Violating a condition of probation or parole under federal or state law. The owner may terminate the tenancy for criminal activity by a household member in accordance with this section if the owner determines that the household member has committed the criminal activity, regardless of whether the household member has been arrested or convicted for such activity.

The owner may terminate the tenancy during the term of the lease if any member of the household has engaged in abuse of alcohol that threatens the health, safety or right to peaceful enjoyment of the premises by other residents.

In making such determinations, the owner may consider mitigating circumstances.  
Other Good Cause for Termination of Tenancy



These lease violations constitute other good cause and will result in termination of tenancy (eviction):

- h. During the initial lease term, other good cause for termination of tenancy must be something the family did or failed to do.
- i. During the initial lease term or during any extension term, other good cause includes:
  - Disturbance of neighbors,
  - Destruction of property, or
  - Living or housekeeping habits that cause damage to the unit or premises.

- **NOTICE REQUIREMENTS**

**Resident Responsibility:** Notices to owner required or authorized by this Lease must be in writing and delivered to the community's management office or sent by first-class mail to owner's current address.

**Owner's Responsibilities:** Unless otherwise indicated, any notice to resident required or authorized by the lease or House Rules will be sufficient if it is in writing and is hand-delivered to resident personally or to an adult Household Member or if sent by first-class mail to Resident at the Dwelling Unit. Additionally, Lease Termination Notices and Demand to Vacate Notices may be delivered by affixing the notice to the inside of the main entry door or as otherwise allowed by Property Code.

Unopened, canceled, first class mail returned by the Post Office shall be sufficient evidence that notice was given to the residents. If Resident is visually impaired, all notices must be in an accessible format.

- **TERMINATION NOTIFICATION/RAD STATUTE**

Pursuant to the RAD Statute, HUD is incorporating additional termination notification requirements to comply with section 6 of the Act for public housing projects converting assistance under RAD, that supplement notification requirements addition to the regulations at 24 CFR § 983.257, related to owner termination of tenancy and eviction.

- Termination of tenancy and assistance. The termination procedure for RAD conversions to PBV will additionally require that project owners provide adequate written notice of termination of the lease, which shall not be less than: A reasonable period of time, but not to exceed 30 days:
  - If the health or safety of other tenants, Project Owner employees, or persons residing in the immediate vicinity of the premises is threatened; or
  - In the event of any drug-related or violent criminal activity or any felony conviction; or
  - 14 days in the case of nonpayment of rent and
  - 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.



## IX. MOVE-OUT PROCEDURES

- **CHECKING OUT WHEN VACATING THE APARTMENT**

Rent is due in full for the month, even if notice to vacate has been given. You must give at least thirty (30) day notice, in writing, of your intent to move out. Failure to give proper notice could result in additional charges to the residents. The resident is responsible for rent, damage and other charges incurred until such time as they inform the Property Manager of their move, have vacated the unit and have turned the keys in to the Property Manager.

- The residents must clean apartment thoroughly and move all possessions out of the apartment prior to turning in keys.
- The residents must turn in apartment keys immediately after having vacated the apartment. Residents will be charged rent until all of the keys are received. Failure to return keys after vacating the unit will result in posting the vacated unit for abandonment.
- At move-out the cost of cleaning (if necessary) and any repairs for damage to the unit or equipment (beyond normal wear and tear), or for missing items or unpaid rent is calculated. If applicable, the resident will be refunded any amount due from the security deposit within thirty (30) days.

If resident is not able to pay full amount of move-out charges assessed, a repayment agreement may be arranged. Failure to pay charges or enter into a repayment agreement will result in outstanding charges being reported to a collection agency.

It is in your best interest, as the resident, to leave the apartment in a favorable condition at move out. This ensures that your deposit will be refunded and that you will receive a favorable reference on any future applications for an apartment. We want to be able to recommend you as a good prospective resident to other communities.

- **COLLECTION AFTER MOVE OUT**

The household understands that all outstanding balances must be paid within thirty (30) days of receiving the final bill. If the household members fail to pay the final bill, the owner may report such information to credit reporting agencies. In addition, a collection agency may be used to collect all or part of the balance due.

If any household member applies for housing at another property, the resident understands that the owner will disclose payment and lease performance information if any household member has signed an appropriate release.



## **X. PROTECTIONS FOR CURRENT RESIDENTS WHO WERE HOUSED**

### **Grievance Procedure for Tenants:**

- “Grievance” is defined as any dispute a Tenant may have with respect to an Housing Authority action or failure to act in accordance with the individual Tenant’s lease or Housing Authority regulations that adversely affects the individual Tenant’s rights, duties, welfare, or status.
- The Housing Authority has established a Public Housing Grievance Policy that includes, but is not limited to, applicability rules, an explanation of the grievance process, identification of applicable timelines, and procedures governing the hearing.
- The Public Housing Grievance Policy is provided to Tenants at the time the lease is signed and is also available in the property management offices and the Public Housing Office.

### **A. General Policy: Lease Termination**

Either Housing Authority or the Resident may terminate tenancy at any time in accordance with all applicable Federal, State and local laws and the lease terms.

### **B. Resident-initiated Lease Terminations**

Resident may terminate tenancy by providing 30 days’ written notice to Housing Authority or property manager in accordance with HAS Procedure on Resident-Initiated Lease Terminations.

### **C. Housing Authority initiated Lease Terminations**

1. Housing Authority and or its designated representative will terminate the lease only for
  - a. Substantial lease violations; or
  - b. Repeated violations of the lease that disrupt the livability of the project, adversely affect the health safety or right or peaceful enjoyment of the premises of any tenant, interfere with the management of the project, or have an adverse financial effect upon the project, or
  - c. Failure to carry out obligations under applicable state and local landlord-tenant laws; or
  - d. Other good causes (only at the expiration of the lease term).
2. Housing Authority and or designated representative will give written notice of proposed lease termination in the form required by the lease and applicable regulations in English, or Spanish, or, in the case of a resident with disability, in the format requested by the resident.
3. Housing Authority is sensitive to the possibility that certain actions of a resident may be related to or the result of domestic violence, dating violence, sexual assault, or stalking (see Definitions in Housing Authority VAWA Policy) and will offer a resident in this situation an opportunity to certify to such facts. The Violence Against Women Act protects individuals who are the victims of such crimes and misdemeanors from lease termination and eviction for criminal activity related to their victimization. Victims have 14 days to certify (on HUD form 5382) or provide other documentation of their status.



#### **D. Notification Requirements**

1. The Authority's written Notice of Lease Termination will state
  - The date of the lease will be terminated
  - The grounds for termination with enough detail for the tenant to prepare a defense. If the grounds are non-payment of rent, the notice must state the amount of balance due and the date of that computation;
  - That if the tenant remains in the unit beyond the date specified for termination that the Authority may enforce the termination only by bringing judicial action, at which time the tenant may present a defense;
  - That the tenant has 10 days within which to discuss the proposed termination of tenancy with the manager. The 10 days will start on the earlier of the date the notice was hand delivered or the day after the date the notice was mailed
2. Failure of the tenant to object to the termination notice does not constitute a waiver of the tenant's right to contest the Authority's actions in any court proceeding;
3. Termination notices for "other good cause" must provide that the proposed termination will be effective at the later of the end of the lease term or 30 days from the date of the notice.
4. The Notice to Vacate may run concurrent with any notice required by State law.
5. Notices of lease termination may be personally served on a member of the tenant house hold who is at least 15 years old or may be mailed by certified or first class mail.
6. When the Authority terminates the lease, written notice will be provided as follows:
  - 14 days prior to termination for failure to pay rent;
  - 3 days prior to termination, consistent with the exigencies of the situation in cases of violent or drug related criminal activity;
  - At least 30 days prior to termination in all other cases.

#### **• RESIDENT PROCEDURAL RIGHTS**

Resident procedural rights will comply with the requirements as defined by HUD in Section 6 of the Act. RAD will require that:

Residents are provided with notice of the specific grounds of the proposed owner adverse action, as well as their right to an informal hearing with the Housing Authority (as owner);

- a. Residents will have an opportunity for an informal hearing with an impartial member of Housing Authority's staff (as owner) within a reasonable period of time;
- b. Residents will have the opportunity to be represented by another person of their choice, to ask questions of witnesses, have others make statements at the hearing, and to examine any regulations and any evidence relied upon by the owner as the basis for the adverse action. With reasonable notice to the Housing Authority (as owner), prior to hearing and at the residents' own cost, residents may copy any documents or records related to the proposed adverse action; and
- c. Housing Authorities (as owners) provide the resident with a written decision within a reasonable period of time stating the grounds for the adverse action, and the evidence the Housing Authority (as owner) relied on as the basis for the adverse action. And
- d. Hearing concerns a matter that exceeds the authority of the impartial party conducting the hearing.



- e. Decision is contrary to HUD regulations or requirements, or otherwise contrary to federal, State, or local law.

If the Housing Authority (as owner) determines that it is not bound by a hearing decision, the PHA must promptly notify the resident of this determination, and of the reasons for the determination.

- **PHASE IN OF RESIDENT RENT INCREASES**

If a resident's monthly rent increases by more than the greater of 10 percent or \$25 purely as a result of conversion, the rent increase will be phased in over 3 years. If a family was paying a flat rent prior to conversion, the owner will use the flat rent amount to calculate the phase-in amount for year one.

- **EARNED INCOME DISREGARD (EID)**

Residents who were employed and receiving the EID exclusion at the time of conversion to Project Based Voucher assistance will continue to receive the EID exclusion after conversion, in accordance with regulations at 24 CFR § 5.617. After conversion, no other residents will be eligible to receive the EID. If a resident receiving the EID exclusion undergoes a break in employment, ceases to use the EID exclusion, or the EID exclusion expires in accordance with 24 CFR § 5.617, the resident will no longer receive the EID exclusion, and the owner will no longer be subject to the provisions of 24 CFR § 5.617. Furthermore, residents whose EID ceases or expires after conversion shall not be subject to the rent phase-in provision, as described in Section 1.7.B.3; instead, the rent will automatically be adjusted to the appropriate rent level based upon resident income at that time.

- **FAMILY SELF-SUFFICIENCY (FSS)**

Public Housing residents that were FSS participants at the time of conversion to RAD-PBV will continue to be eligible for FSS. The owner will administer the FSS program in accordance with the requirements of 24 CFR 984, the participants' contracts of participation, and future guidance published by HUD. The owner will continue to provide service coordinators and payments to escrow until the end of the Contract of Participation for each resident.

- **PETS**

Pets that are registered with the Housing Authority prior to conversion have the "right to stay" with the household after conversion.

Families that have one (1) household pets, as allowed in the Conventional Public Housing program, will be allowed to keep pets. No additional pet deposit will be charged to these pets. However, if the family replaces a pet in the future, the new pet deposit rules will apply.

All other rules, as outlined in the Pet Rules, will apply from the beginning of the new lease. New residents admitted after conversion they must comply with the rules for pets in the new lease.



## **XI. OTHER RESIDENT PROTECTIONS**

- **POSTING AND NOTICE SCHEDULE**

Schedules of utility allowance, and current rules and regulations shall be publicly posted in a conspicuous manner in the management office and shall be furnished to applicants and Resident on request. These schedules, rules, and regulations may be modified from time to time by the owner, provided that the owner shall give at least thirty-day written notice to each affected resident. The notice must set forth the proposed modification, the reasons therefore, and providing Residents an opportunity to present written comments which shall be taken into consideration by the owner prior to the proposed modification becoming effective. A copy of such notice shall be: (i) delivered or mailed to each Resident; or (ii) posted in at least three (3) conspicuous places at each Development with Dwelling Units that are affected by the proposed modification and in a conspicuous place at the Development's management office, if any, or if none, a similar central business location within the Development.

- **FAIR HOUSING**

The Fair Housing Act prohibits discrimination in housing and housing related transactions based on race, color, religion, sex, national origin, disability, and familial status. In addition, HUD provides protections based on sexual orientation and gender identity.

- **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

The owner/agent complies with Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, or national origin in any program or activity receiving federal financial assistance from HUD.

- **SECTION 504 OF THE REHABILITATION ACT OF 1973**

The owner/agent complies with Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination, based on the presence of a disability, in all programs or activities operated by recipients of federal financial assistance. Although Section 504 often overlaps with the disability discrimination prohibitions included in the Fair Housing Act, it differs in that it also imposes broader affirmative obligations on the owner/agent to make their programs accessible to persons with disabilities.

- **REQUESTS FOR REASONABLE ACCOMMODATION OR MODIFICATION**

The owner/agent and/or property staff will consider a reasonable accommodation if a member of the household is disabled and the requested accommodation is necessary for the person with a disability to use and enjoy the premises. To request a reasonable accommodation, contact the property management office.

In accordance with the Fair Housing Act and Section 504 of the Rehabilitation Act, the owner/agent will make reasonable accommodation or modifications for individuals with disabilities (applicants or residents) unless these modifications change the fundamental nature of the housing program or result in undue financial and administrative burden. Please contact the property management staff if you would like to make a request for reasonable accommodation or modification.



- **THE VIOLENCE AGAINST WOMEN ACT**

The owner/agent understands that, regardless of whether state or local laws protect victims of domestic violence, rape, dating violence, sexual assault or stalking, people who have been victims of violence have certain rights under the Violence Against Women Act. It is important to note that this Act applies to all resident victims of domestic violence, regardless of gender or gender identity. If any resident wishes to exercise the protections provided in the VAWA, he/she should contact the owner immediately. The owner is committed to ensuring that the Privacy Act is enforced in this and all other situations.

The owner/agent will not assume that any act is a result of abuse covered under the Violence Against Women Act. In order to receive the protections outlined in the VAWA, the applicant/resident must specify that he/she wish to exercise these protections.

- **Certification and Confidentiality**

When the owner/agent responds to a claim of protected status under the VAWA, the owner/agent will request, in writing if appropriate, that an individual document the occurrence of the domestic violence, dating violence, sexual assault or stalking. The individual claiming rights under the VAWA has the option to complete, sign, and submit any appropriate HUD-approved certification form, or chose a different method of documentation of the abuse to verify his/her status as a victim of domestic violence. The resident will have fourteen (14) calendar days to submit the form or provide another form of documentation.

The owner/agent will carefully evaluate abuse claims to avoid taking any action based on false or unsubstantiated accusations.

The identity of the victim and all information provided to owner/agent relating to the incident(s) of abuse covered under the VAWA will be retained in confidence. Information will not be entered into any shared database nor provided to a related entity, except to the extent that the disclosure is:

- Requested or consented to by the victim in writing;
    - Required for use in an eviction proceeding or termination of assistance; or
    - Otherwise required by applicable law.

The owner/agent will retain all documentation relating to an individual's domestic violence, rape, dating violence, sexual assault or stalking in a separate file that is kept in a separate secure location from other applicant/resident files.

- **Lease Addendum**

The owner/agent will attach to the lease any appropriate HUD-approved Lease Addendum authorized for use under this HUD program, which includes the VAWA provisions.



- **LIMITED ENGLISH PROFICIENCY**

Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)" requires the owner/agent to develop and implement a system to provide housing assistance so persons with Limited English Proficiency (LEP) can have meaningful access to assisted housing opportunities. The owner/agent will provide for such meaningful access consistent with, and without unduly burdening the fundamental mission of the property.

The owner will work to ensure that people who apply for and/or qualify for housing assistance are provided meaningful access to HUD's housing assistance program.

- **THE EQUAL ACCESS RULE**

The owner complies with The Final Rule - Equal Access to Housing in HUD Programs – Regardless of Sexual Orientation or Gender Identity. This rule ensures that HUD's core housing programs are open to all eligible persons regardless of sexual orientation, gender identity or marital status.

- **RAD REQUIREMENTS**

These house rules are intended to implement RAD requirements (PIH Notice 2012-32 Rev. 3, as it may be amended from time to time) and Project Based Voucher requirements, 24 CFR part 983 as it may be amended from time to time, and implementing forms, including but not limited to HUD Form 52530.c (the Tenancy Addendum), as it may be amended from time to time. In case of conflict, the RAD requirements govern.



**XII. RESIDENT CERTIFICATIONS**

I have read and received a copy of the House Rules. I understand that these rules are an extension of my lease and that any violation of these rules may be grounds for lease termination.

\_\_\_\_\_  
Resident Name (please print)

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Name (please print)

\_\_\_\_\_  
Resident Name (please print)

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Name (please print)

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Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Name (please print)

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Management Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Apartment Community Name

