

LEASE ATTACHMENT – HOUSE RULES

**For Multi-Family Properties
Managed by
Human Resource Development and Employment, Inc. (HRDE)**

Effective: January 2024

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LEASE ATTACHMENT - HOUSE RULES
For Federally Subsidized Housing Properties
Managed by Human Resource Development and Employment, Inc. (HRDE)
Effective: January 2024

NOTE: RESIDENT SIGNATURE(S) REQUIRED ON PAGES 4, 8, 13, 18 AND 19

The following rules are designed to protect the health and safety of the residents and employees, and to ensure that residents maintain a right to peaceful enjoyment of the premises.

SECTION I. MOVING IN AND OUT

1. Security Deposit

Each household will be required to pay a security deposit which is the greater of \$50.00 or the "Total Tenant Payment" calculated on the Initial HUD 50059 (which is equal to one month's rent plus the allowable Utility Allowance).

Payment of the security deposit in full is expected at the time of move-in; however, arrangements can be made to pay the security deposit in payments over a three-month period, if deemed appropriate by the Manager. This security deposit will be maintained in a separate interest-bearing account.

2. Vacating

Prior to vacating an apartment, a 30-day written notice is required by the resident, along with a forwarding address. If such notice is provided, the security deposit plus interest will be returned to the resident within 30 days of move-out, less charges for unpaid rent, late fees, and/or damages, etc. Residents who do not give a proper 30-day notice or provide a forwarding address when vacating an apartment will forfeit their security deposit and will be charged for any damages to the unit, and/or any unpaid rent, through the 30-day period.

3. Death of Sole Family Member

In the event of the sole family member's death, the designated Administratrix, Executrix, Guardian, Conservator, or person listed on the Emergency Contact Form must perform the move-out process for the tenant. The tenant's estate will continue to be charged rent until the tenant is officially moved-out. As per HUD's direction, the first fourteen (14) days after death rent will be charged at the subsidized rate. Any remaining days will be charged at market rate.

4. Moving-In And -Out

a. Arrangements **MUST** be made with the property manager to utilize an elevator for the purpose of moving furniture and household belongings prior to move-in or move-out. Residents must pay all of the cost(s) of moving into or out of the building.

b. Moving furniture and household goods into and out of the apartment shall be limited to the hours of 8:30 a.m. through 4:30 p.m. weekdays, unless other arrangements are made with Management. Management **MUST** inspect all furniture that is brought onto the property.

c. Prior to new occupancy, each apartment is cleaned and serviced to assure the best possible arrangement for the new resident. Upon vacating, the resident is required to leave the apartment in the same condition as it was at move-in. If an apartment is determined at the exit inspection to be damaged or unclean, the cost of the necessary repairs and cleanup will be deducted from the resident's security deposit. The resident, or a representative, should accompany Management on the exit inspection. Before turning keys into the office and prior to final inspection, please be sure that:

- all personal belongings and furniture are out;
- all trash and garbage is removed;
- the refrigerator, stove, sinks, toilet, windows, and floors are clean; and,
- all windows and doors are locked.

d. All residents agree to allow the property manager to inspect their furniture at move-in.

SECTION II. PROCEDURES REGARDING RENT

1. Rent

Rent is due the first day of every month. If the resident does not pay the full amount of the rent shown and agreed upon in the lease, or attachment thereto, by the close of business on the 5th day of the month, the landlord will terminate the lease for non-payment of rent. **SUBSTANTIAL VIOLATION**

2. Termination of Lease

On the sixth day of the month, all residents who have not paid rent in full will be issued an eviction for non-payment of rent. Residents are permitted two (2) late notices within a twelve-month period. A third notice of failure to pay rent within the twelve-month period will result in termination of tenancy.

3. Rent Increases

Management will make every effort to maintain the existing rent structure; however, rent increases occur periodically to keep pace with increased utility and operating costs. If rent must be increased, Management will issue a general announcement and agree to meet with all residents to explain the reason for the increase. Residents agree to abide by Management decisions, including necessary rent increases, or vacate their apartment.

4. Change in Household Composition and/or Income

Tenants must report any income or change in household composition to Management within 15 days. Management will determine when and if a unit transfer is appropriate. Any household that fails to move to a different sized unit within 30 days after being notified that the unit of the required size is available must pay market rent.

SECTION III. RESIDENT APARTMENT

1. Unit Inspections

The Manager and resident will conduct a unit inspection at the time of move-in, noting any needed repairs or items the resident should not be held accountable for. This unit inspection will remain in the resident's file as long as the resident remains at an HRDE-Managed property. At move-out, a unit inspection will be conducted by Management and the resident, or their representative, should be present. A comparison of both inspections will determine damage charges for which the resident is responsible.

An annual unit inspection will be conducted during the Annual Recertification process by Management and the resident. There will also be periodic inspections in which residents will be notified twenty-four hours in advance. Said inspections may be conducted by the Department of Housing and Urban Development (HUD), the West Virginia Housing Development Fund, Spectrum, CREA, the United States Department of Agriculture, and local building code enforcement officials. No Resident is permitted to refuse entry of any persons conducting an inspection. Residents will be notified in writing of any deficiencies found during any inspection, monthly extermination, or when maintenance is being performed in the unit.

2. Reporting Maintenance Needs

Please promptly notify your Manager of needed repairs or maintenance problems with any electrical or plumbing issues, or other fixtures or equipment malfunction. These would include leaky faucets/toilets, damaged screens, inoperable electrical fixtures, inoperable appliances, sticking or broken doors and windows, etc. Broken fixtures, doors, windows, water damage, etc., due to resident abuse or negligence must be paid for by the resident. All notification of repairs and/or problems should be reported to the office as soon as possible. Management will supply light bulbs to each new resident. The resident will be responsible for replacement of these items as they burn out.

Every resident will be responsible for all damages to apartments located adjacent to or beneath his/hers caused by his/her negligence, such as overflow of water, which is caused by failure to have a stopped-up drain or a water leak fixed before it causes damage and/or becomes a larger problem.

To ensure proper apartment upkeep and a safe living environment, the following guidelines must be observed:

- Residents are required to contact the Management Office to arrange for maintenance personnel to hang items on the walls. Residents are not to hang anything themselves. This type of maintenance is provided as a courtesy and will only be provided as maintenance personnel are available; and, is subject to Management Approval.
- No outside aerials will be permitted. As a benefit to residents, Management has arranged, at most sites, for the cable television company to install a master cable in the property.

Cable service is available to all residents at a reduced rate, and the cable service fee will be paid each month along with the resident rent.

- Coasters must be used under the legs of all heavy furniture. Rubber tips must be kept on all tubular furniture. The coasters and rubber tips will prevent the denting, breaking, or cutting of floor coverings.
- Absolutely no waterbeds or water flotation devices permitted.
- Painting, wallpapering, redecorating or any other alteration of the apartment features is prohibited; however, written requests may be made to the Manager. If the alteration requests are for a reasonable accommodation, appropriate medical documentation must be included. The Manager will respond in writing to this request.
- The apartment shall be kept clean at all times to ensure a safe and healthy environment. Apartment inspections will be made during monthly extermination for health and safety issues or infestation of vermin.

3. Smoke Detectors and Carbon Monoxide Detectors

Smoke detectors and/or carbon monoxide detectors are installed in each apartment. It is the resident’s responsibility to promptly notify the office if a smoke detector and/or carbon monoxide detector begins to beep repeatedly; or, to otherwise malfunction, as it may need replaced. Batteries for smoke detectors and/or carbon monoxide detectors will be supplied by Management. Residents are not permitted to remove a battery from the smoke detector and/or carbon monoxide detector for any reason. If a battery is found to be missing due to resident error, the battery replacement will be a resident expense.

Due to Insurance Regulations and Local Codes, these devices must be operable at all times, for every resident’s safety. Residents who render smoke detectors and/or carbon monoxide detectors inoperable, or who fail to immediately report inoperable smoke detectors to the Manager, will be in violation of their Lease and will be given a 30-day notice that their Lease is being terminated.

SUBSTANTIAL VIOLATION

I have read and understand the rules related to Smoke Detectors and/or Carbon Monoxide Detectors in the Apartment:

Resident Signature

Date

Resident Signature

Date

4. Locks/Keys

Locks may not be changed; nor, are any additional locks to be installed on the doors. The resident acknowledges receipt of a front door key, an apartment key, and a mailbox key. A key deposit of \$25.00 per set per household member must be paid at move-in. All keys must be returned upon move-out. There will not be any key deposits returned until all keys are received at the office. If all keys are not returned, the charge for new locks will be deducted from the resident's security deposit in the amount of: \$35.00 for a mailbox key, \$65 for a locksmith, and \$20 for a front door key. Residents may not duplicate any key. If the resident desires another person to access his/her apartment, the resident must contact the Manager. Management requires that all residents secure/lock their apartment door when they are not at home.

No outside person may have a key to the front door, except in extreme circumstances where Management deems it critical to the resident's well-being. If permission is granted for someone to have a key, a photo ID must be provided and will be copied to ensure proper identification of the person, and a deposit of \$20.00 will be required.

Only residents will be issued a mailbox key in properties where Management has USPS-authorized mail distribution control. Issuance of mailbox keys will be generally governed by the USPS.

A \$25.00 fee will be charged to the resident, if it is necessary to purchase a replacement set. A \$2.00 fee may be charged if a resident should misplace his/her apartment or front door key; and, has to disturb the Manager at an unreasonable hour. Unreasonable hours are defined as anytime other than normal office hours of the specific property.

5. Utilities

At initial move-in and annually thereafter, residents must sign an authorization for management to receive information regarding their utility usage. This information will be used as appropriate to determine the need to modify the utility allowance.

Residents pay electric, telephone and cable. Management will provide water, sewage, and garbage removal. Residents agree to pay their utility bills in a timely manner. A resident's utility obligation does not conclude until the move-out date. Failure to pay a utility bill resulting in termination of service can result in termination of the Lease. **SUBSTANTIAL VIOLATION**

6. Pest Control

a. Extermination is done on a monthly basis and a notice is posted in the monthly Calendar of Events. The exterminator and Management will enter every apartment to inspect and treat.

Alternative treatment, based on verified medical needs, may be requested via a reasonable accommodation form; however, this does not eliminate the once-a-month required Exterminator and Management inspection.

b. Bed Bugs

1. Preventive:

Two bed bug monitors will be placed in every apartment: one under the head of the bed and another beneath the resident's favorite chair or sofa. Residents are NOT permitted to tamper with the monitors.

Management will inspect the monitors for bed bug activity every month during the exterminator service visit. If at any time a bed bug is found in a monitor, Management is required to proceed to follow the treatment procedure immediately.

A new move-in's (MI) personal items will be inspected and treated. All new or used furniture brought in by current residents will be treated. The site exterminator will be responsible for choosing the treatment product that best works with their professional products used at the site. Management is required to refuse entry of items that have bed bugs into the apartment.

2. Treatment:

Treatment Procedure – Step 1 - Assess the Situation:

Once a resident has informed management of a possible bedbug infestation, management is required to inspect the resident's apartment within 24 hours.

If the manager has a confirmed case of bedbugs, management will give a 24-hour notice to all adjacent apartments (up/down/left/right and across the hall of the infested apartment) to also check all of the nearby apartments. Management will call the exterminator within 24 hours to schedule a pretreatment for any affected apartments to minimize the possibility of spreading the infestation.

Treatment Procedure – Step 2 - Pretreat and Prep:

Accommodations must be made for the resident and any pet to vacate the apartment for 2 hours after the exterminator pretreats.

Management must meet with the resident to see if aides and/or family can help with prepping the apartment. If within 24 hours the resident is unable to provide any assistance, management must, within 3 days after pretreat schedule staff to begin prepping.

Staff will be asked to wear booties and gloves while prepping the bedbug-affected apartment. Staff will be asked to bring clean clothes and shoes to change into so their potentially affected items can be heat treated. The heat treatment requires placing the clothing in a dryer on high heat for a full, 30-minute dryer cycle.

Managers will require a signed acknowledgement from any resident who will need furniture and personal belongings disposed of; furniture must be treated and shrink wrapped before removing from the affected apartment.

The laundry room will be closed for residents to process all clothing, blankets, towels, rugs and curtains. The manager will remove machine coin boxes and give residents enough quarters to run

all machines to process their personal possessions. The laundry will remain closed until it is treated and then sanitized.

All material items that will fit in the dryer will be heat treated for one full, 30-minute heat cycle. This includes bedding, pillows, towels, and stuffed animals. These items must be bagged and placed in a large, enclosed hopper and transported to the onsite laundry room to be processed. This will ensure that staff can help with the expenses and make sure that items are being treated. After all items have been heat treated, they are to be placed in a clean, plastic bag that is sealed shut with strapping tape and stored out of the resident's apartment (if possible). The resident's heat-treated items that are going back in the apartment must stay in the unopened bags for 6 or more weeks. (Items stored in apts. cannot be stored in the bathtub, and cannot block egress)

Remaining items that can't be heat treated may be placed inside a plastic storage container. The container should be loosely filled, leaving 1 ½" clearance to the top of the lid. This allows the space needed for the Nuvan strip, installed by an authorized professional, to permit maximum effectiveness of the Nuvan vapors. All plastic storage containers containing Nuvan must be removed from resident's apartment. Steam or spray all containers before removing them from the resident's apartment.

All sites are required to have a small shop vacuum and steamer for the staff who are prepping an apartment for treatment. Shop vacuums must have a removable, disposable bag. Dispose of the shop vacuum bag by placing it in a plastic bag and then removing it from the effected apartment. The apartment must have all clutter, cardboard boxes, paper products and magazines removed. All dressers and closets must have all items removed for treatment.

Management will inspect each apartment to ensure the apartment is ready to be treated before giving the exterminator proper notice.

Once the resident has vacated the apartment, all receptacle and light switch covers are removed, all furniture is moved away from the wall and framed pictures will be laid with picture side down for extermination. All furniture, beds, and carpets must be vacuumed.

Treatment Procedure – Step 3 – Full Treatment (within 30 days of discovery), Monitor and Clear:

Accommodations must be made for the resident and any pet to vacate the apartment for 4 hours after the exterminator's full treatment.

Management and the exterminator will go through with the full treatment after the apartment is prepped.

After the exterminator's full treatment, bedbug covers will be installed on all beds in the apartment at no charge to the resident. Receptacle covers and light switch covers must be replaced.

Management will monitor the treated apartment by checking once a week for live bedbug activity for 6 weeks. Any week that a live bed bug is found resets the 6-week monitoring clock. Any apartment with no bed bug activity for 6 weeks will be considered cleared and the residents' personal items can be reintroduced to the apartment. All Nuvan Strips must be removed from the plastic storage containers prior to moving the totes into the resident's apartment.

A weekly bedbug report must be submitted by management to their supervisor and the Main Office Administrative Assistant every Friday if there is one active bed bug apartment at the site. Any resident that hinders treatment or interferes with the process must be charged for additional extermination (damage and noncompliance) services in treating the infestation of bed bugs. All residents must fully cooperate with efforts to identify and address infestations. Cooperation includes allowing entry to perform inspections and treatments, reducing unreasonable amounts of clutter, and following the pest treatment policy.

I have reviewed the online video at www.stoppests.org and understand my role in the effort to prevent bed bugs.

Resident Signature

Date

Resident Signature

Date

7. Overnight/Extended Stay Guests

Residents must receive permission for guests to stay more than three days and/or nights in any 30-day period. Any exception must have the prior written approval of Management and requires an Overnight Visitation Waiver.

No guest will be permitted to stay in a resident's apartment without the resident present.

8. Child Supervision

All residents are responsible for their visitors and guests. Children must be accompanied by an adult at all times.

9. Noise

Residents are required to keep all noise levels at a volume that does not interfere with other residents' rights to the quiet enjoyment of the premises.

10. Windows, Heating and/or Air Conditioning Units

Each bedroom and living room area must contain one window which is designated as a means of egress (emergency exit). These designated windows must have an obstruction free area of 18" from the window.

Additionally, each heating/air conditioning unit must have an obstruction free area of 18", and no personal items to include: furniture, knick-knacks, plants, etc. may be stored upon the heating/air conditioning unit.

11. Personal Property

Management assumes no responsibility for a resident's personal property. It is the resident's responsibility, through a private renter's insurance policy, to:

- Insure their personal possessions.
- Insure they have adequate housing in the event of an unforeseen displacement.

12. Extended Absence

Residents who are or have been hospitalized, or those residents in the process of rehabilitation, and the physician feels will return home, may continue to lease the unit as long as they are willing and able to pay the rent. Residents maintaining two residences will receive a 30-day notice that their Lease is being terminated.

SECTION IV. BUILDING AND GROUNDS

1. Off Limits

For the safety of residents, the maintenance/shop area of the building is "Off Limits". No one should be in this area except designated personnel.

2. Responsibility

Management will assume responsibility for the maintenance of all common areas and grounds. However, residents can assist by the following rules:

- No littering, including cigarette butts.
- No cutting of any flower, tree, bush, or shrub.
- No destruction of the grounds, including the patio, etc.

3. Parking Rules

Parking spaces are limited and are intended for the use of residents and guests. Motorcycles are permitted but must be parked in the parking lot areas. Parking spaces are not intended to be used for storage of vehicles. All vehicles MUST be parked front-end first into the parking spaces. No trailers, boats, or large trucks are to be parked in the regular parking areas without Management approval. All unregistered or illegally parked vehicles will be towed at the owner's expense; including vehicles parked without a valid license, inspection sticker, or in an inoperative condition.

For properties that have patios, bicycles, tricycles, lawn chairs, cooking grills or other personal property shall not be parked or stored on passageways, courts or sidewalks. This property must be stored on your patio out of the normal walkways of residents. Bicycles are NOT to be ridden in grassy areas.

4. Vehicle Repair

There will be no repair work performed on vehicles in the parking lot, including changing oil, except in emergency situations where the vehicle cannot be moved without this work being done. Absolutely no outside vehicles can be brought onto the premises for repair work.

5. Signs and Advertising

Signs or advertising materials posted on the property, in apartment windows, or on doors are unsightly and prohibited, except for temporary signs which Management has approved. A bulletin board is located on the first floor for use by the Resident's Association and Management.

6. Alcoholic Beverages

No open alcoholic containers will be permitted on any common community property. No public intoxication will be tolerated on any common community property, including hallways, multipurpose room, and grounds.

7. Firearms

No loaded firearm will be permitted on the premises. No uncased firearm, or weapon of any kind, will be permitted in common areas of the property. Local and federal codes apply to the transportation of all weapons.

8. Fireworks

No firecrackers or fireworks of any kind will be permitted at any time on the premises.

9. Laundry

A coin-operated Laundromat has been installed by Management for the convenience of the residents. The Laundromat is for residents and aides only. Aides may only use the equipment to do resident laundry. Personal washing machines and clothes dryers are not to be installed in any apartment not provided with specific laundry hookups. Violation of this rule is cause for an immediate request to vacate the apartment. **SUBSTANTIAL VIOLATION**

Please clean machines of lint, etc., after each use and do not leave machines unattended with large loads such as: rugs, blankets, sheets, etc. This can cause the machines to be off balance and damage them. Please time yourself to empty the machines as soon as the cycle is finished so other residents do not have to wait unnecessarily. Please remember to not overload the machines. If damage is done to a machine by resident negligence, the resident may have to pay for the repairs. Management will not be responsible for any property left unattended in the laundry room.

10. Trash

a. Hazardous Materials

All trash must be placed in securely tied plastic bags and placed in the garbage chute. Glass must be placed in the appropriate container in the trash room on each floor. Items that could injure someone such as: broken glass, razor blades, straight pins and other items must be securely wrapped, labeled, and placed in the appropriate container in the trash room on each floor. Items that could cause illness such as human feces, urine, and animal waste must be placed in a securely tied plastic bag and taken directly to the dumpster. At no time will Staff be responsible

for removing these items from the building. No loose garbage of any kind is to be put in the garbage chute or compactor. No trash, bottles, papers, boxes, feces or urine, etc. shall be placed in any hallway or other public place. Trash that is not appropriate to be placed in the dumpster, such as tires and large items that do not fit in the dumpster, should not be set outside the dumpster area.

b. Medical Syringes/Supplies

Special handling for the disposal of medical syringes and supplies is required. It is recommended that a biohazard container to retain syringes safely be purchased from a pharmacist and utilized. If this is not possible, such syringes are to be placed inside coffee containers, with plastic lid firmly affixed, securely taped shut, and labeled. Containers for disposing of used medical syringes should be labeled, and the resident is responsible for proper disposal. If the property provides hazardous waste containers, they must be utilized.

SECTION V. ANIMALS

1. Pets

Pets are permitted only in elderly/disabled sites in accordance with the Pet Agreement that must be signed BEFORE any pet may be brought onto the premises. Only a properly registered pet of the resident may be brought onto the premises. Pets are not permitted in community rooms, laundry rooms, offices, or other Resident's apartments.

The Pet will not be permitted outside the Resident's unit, except to exit and enter the apartment and to use the designated area of the grounds for exercise and normal body functions. All adults accompanying a pet must clean up after the pet. All waste must be disposed of directly into the dumpster. All dogs and cats are required to be spayed or neutered. Proof of annual inoculations must be submitted to the management office each year.

NO GUEST IS PERMITTED TO BRING A PET ONTO THE PREMISES, UNDER ANY CIRCUMSTANCE, AND A RESIDENT CANNOT HAVE A PET TEMPORARILY STAYING IN THEIR APARTMENT.

2. Therapeutic/Assistive Animals

Therapeutic/Assistive animals will be permitted according to state and federal laws in accordance with the Therapeutic/Assistive Animal Agreement which must be signed before an animal may be brought onto the premises.

NOTE: Management is not responsible for the care of animals. All households with animals must ensure that a responsible individual is committed to take care of the animal if the resident is unable. This individual must sign the Pet Agreement or the Therapeutic/Assistive Animal Agreement.

SECTION VI. DRUG FREE HOUSING

1. Drug-Free Housing/Criminal Activity

HRDE-managed properties aid and support drug-free housing. In order to help maintain a drug-free property, the following policies will be strictly followed. It is the policy of these properties that residents, members of his/her household, guests, and any other person under the resident's control must not engage in or permit (1) any criminal activity, including drug-related criminal activity, in the apartment or elsewhere on or near the premises; (2) any other unlawful activity in the apartment or elsewhere on or near the premises. The resident is held responsible and hereby acknowledges and accepts responsibility for the actions of himself/ herself, all members of his/her household, all guests, and any other persons under the resident's control regarding the issue of keeping the property and nearby areas free of illegal activities, including drug-related activity.

The resident further acknowledges that he/she understands that Management may terminate the resident's Lease based on the following criminal activity engaged in by the resident, any member of the resident's household, any guest of the resident, or any other person under the resident's control: **SUBSTANTIAL VIOLATION**

- Criminal activity that threatens the health, safety, or right to the peaceful enjoyment of the premises by other residents, by persons residing in the immediate vicinity of the property, of any employee of the property, or threatens the health and safety of any person with whom the property conducts business;

- Drug-related criminal activity on or within 1000 feet of the premises. "Drug-related criminal activity" shall mean the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of controlled substances as defined in Section 102 of the Controlled Substance Act, 21 U.S.C. 802.

- The resident agrees that he/she, members of his/her household, and his/her guests will not engage in or permit the following:
 - (1) any criminal activity, including drug-related criminal activity whether in the unit or elsewhere on or within 1000 feet of the premises; or

 - (2) any other unlawful activity in the unit or elsewhere on the premises.

- The resident acknowledges that drug-related criminal activity includes, but is not limited to, the following:
 - (1) possession, usage, distribution, transportation, sale, manufacture, storage of illegal drugs and/or drug paraphernalia; or

- (2) conviction of violating any state or federal laws relating to illegal drugs and/or drug paraphernalia; or
- (3) the trading, borrowing, giving or selling of prescription medications.

I have read and understand Section VI. Drug-Free Housing:

Resident Signature

Date

Resident Signature

Date

SECTION VII. GENERAL

1. Adding Person(s) to a Lease

Applicants requesting to be added to a resident’s lease must meet the same screening criteria as a new applicant. No applicant or request for live-in aid will be permitted to reside on the property during the application process.

Anyone that fails the screening criteria will NOT be given an apartment or added to the lease of the current resident. A judge’s decision or court order must be presented as proof of dependency for any minor who is not the dependent son or daughter of the applicant.

Management will not admit a new resident or approve a request by a current resident to add a person to a household if Management has reason to believe that the proposed new household member is currently engaged in: (1) criminal activity that threatens the health and safety of or right to peaceful enjoyment of the premises by residents or employees at this site; or (2) any drug-related activity. Permitting unauthorized individuals to live in the unit will result in termination of the Lease. **SUBSTANTIAL VIOLATION**

2. Conduct

It is the resident’s responsibility to obey the rules and conduct himself/herself in a mature, adult and socially-acceptable manner and to see that his/her guests do the same. Clothing, including shirt and shoes, are required in all common areas and grounds. Proper attire is required at all times in the common areas. Complaints regarding proper attire will be addressed individually by management. Continued complaints of excessive noise, disruptive behavior, or any other activity that interferes with the rights and privileges of the other residents will not be tolerated. Guests will NOT be permitted to stay in a resident’s apartment unless the resident is also present. If the aforesaid practices continue beyond reasonable approach from Management, the Manager will

reserve the right to evict the offender from his/her apartment. Residents will be held responsible and liable for the actions of their guests. **SUBSTANTIAL VIOLATION**

3. Convicted Felon/Sexual Offender

A person who has a violent criminal history will NOT be permitted on the property at any time. Persons who are subject to a lifetime registration requirement under a federal or state sex offender registration program will NOT be permitted on the property at any time. **SUBSTANTIAL VIOLATION**

4. Sexual Harassment

The resident further acknowledges that he/she understands that Management may terminate the resident's Lease based on unwanted sexual advances engaged in by the resident, any member of the resident's household, or any guest of the resident: **SUBSTANTIAL VIOLATION**

Forms of sexual harassment include:

- Making conditions of tenancy dependent on sexual favors, either explicitly or implicitly.
- Physical acts of sexual advancements.
- Requests for sexual favors.
- Verbal harassment of a sexual nature, including jokes, referring to sexual acts or sexual orientation.
- Unwanted touching or physical contact.
- Unwelcome sexual advances.
- Discussing sexual relations/stories/fantasies.
- Feeling pressured to engage with someone sexually.
- Exposing oneself or performing sexual acts on oneself.
- Unwanted sexually explicit photos, emails, or text messages.

5. Assault

a. Physically assaulting the Manager, staff or another resident will result in termination of the Lease. **SUBSTANTIAL VIOLATION**

b. Verbal assault of the Manager, staff, another resident, or any other person is regarded as a **MINOR VIOLATION**.

The resident will be responsible and held accountable as outlined in 4a or 4b, for the actions of members of his/her household and his/her guests.

6. Destruction of Property

Destruction or theft of property will not be tolerated, including but not limited to the furnishings in the apartment, furnishings in the multipurpose room, activity rooms, laundry rooms, hallways, elevator, other common areas, grounds, and authorized signs or announcements posted by Management about the building. Any such destruction by a resident, a resident's guest, or member of the resident's family will result in a 30-day notice that the resident's Lease is being terminated. The resident will be responsible and held accountable for the actions of members of his/her household and his/her guests. **SUBSTANTIAL VIOLATION**

At no time is ANYONE permitted to stand or block open any fire door, automatic door, or an elevator door. Automatic doors and elevator doors that are held or propped open will become out of synchronization and fail to operate properly. The management office has a key that allows staff to set the elevator for moving furniture in and out of the building.

7. Termination of Lease

Except as otherwise explained in the House Rules, a resident's Lease will be terminated for:

- One Substantial Violation; or,
- Repeated Minor Violations.

Minor Violation Documentation Process

1. First offense - A resident will be given a verbal warning for a minor violation, which will be documented.
2. Second offense - A resident will be given a written warning delivered to the resident.
3. Third offense - Will result in termination of the Lease agreement, both mailed and hand delivered to the resident.

Minor violations may include; but, are not limited to actions or noises that are not serious enough to warrant immediate termination of the lease.

MINOR VIOLATIONS MAY INCLUDE THE FOLLOWING:

1. Late rent;
2. Disrupting the livability of the property for other residents;
3. Adversely affecting the health or safety of any person, including but not limited to violation of the rules pertaining to entrance doors, exit doors, and housekeeping;
4. Adversely affecting the right of any resident to the quiet enjoyment of the leased premises and related property facilities;
5. Interfering with management, or having an adverse financial effect on, the property;
6. Minor damage to the unit or common areas;
7. Verbal assault of the Manager, staff, another resident, or any person;
8. Reckless operation of a personal motorized device to include i.e., speeding, etc.
9. Circumventing security systems.
10. Violation of the Pet Policy.

A substantial violation of the lease by a resident, household member, or guest will result in termination of the lease agreement, both mailed and hand-delivered to the resident.

SUBSTANTIAL VIOLATIONS INCLUDE, BUT ARE NOT LIMITED TO:

1. Failure to setup a repayment agreement within 30 days to reimburse the Landlord for:
 - a. Unauthorized rent assistance payments;
 - b. Maintenance or Damage Fees;
 - c. Late Rent.
2. Permitting unauthorized persons to live in the unit;
3. Serious or repeated damage to the unit or common area;
4. Creation of physical hazards, including smoking anywhere on the property or where oxygen is being used medically;
5. Tampering with smoke detectors or carbon monoxide detectors;
6. Failure to timely supply all required information on the income and composition, or eligibility factors of the resident household (including failure to meet the disclosure and verification requirements for Social Security numbers, as provided by 24 CFR Part 750, or knowingly providing incomplete or inaccurate information);
7. Nonpayment of rent or any other financial obligation due under this Agreement (including any portion thereof) beyond any grace period under State Law;
8. Violation of the Domestic Violence Lease Addendum (VAWA). VAWA Protections are available equally to all individuals regardless of sex, gender identity or sexual orientation and make it clear that protections are provided to affiliated persons which includes 1. A spouse, parent, brother, sister, or child of the victim, or a person to whom the victim stands in place of a parent or guardian; or 2. Any individual, resident/applicant, or lawful occupant living in the household of that individual;
9. Any criminal activity that results in arrest and conviction;
10. Any drug-related activity;
11. Any unwanted sexual harassment advances;
12. Physically assaulting the Manager, staff, another resident, or any other person on the premises of HRDE-managed properties;
13. Any action that threatens the health or safety of the Manager, staff, another resident, or any person on the premises of HRDE-managed properties;
14. Failure to maintain utility services in the resident's name and to pay utility bills timely;

15. Striking another individual with a motorized device that results in injury;
16. Hindering treatment or interfering with the Bed Bug Process; or,
17. Permitting an individual listed on the ban/bar log entry into the building.

8. Security In Properties With Elevators

While Management does not assume responsibility for the personal safety of the residents, an effort is made to keep the building secure. Residents who take steps to circumvent the security systems will be subject to termination of their Lease. **SUBSTANTIAL VIOLATION**

ABSOLUTELY NO ONE IS TO BE ADMITTED THROUGH THE SIDE DOORS. THESE DOORS ARE FOR EMERGENCY EXIT ONLY. Residents are not to use the side doors for entering or exiting the building; nor, are they to leave the doors propped open.

Residents should admit through the front door or rear door (if applicable) only their own guests. Residents are not to admit strangers or the guests of other residents. Residents who choose not to have a telephone must meet their guest(s) and/or aide at the front security door. Management and other residents do not, and should not, bear the responsibility of letting these people into the building.

Safety doors to the multipurpose room and activity rooms, etc., must be kept closed at all times. Violation of these rules endanger residents in the entire building and will not be tolerated.

9. Packages and Deliveries

Residents are responsible for all packages and grocery deliveries. Residents must maintain awareness of when items will be delivered. In all cases, Management cannot be held responsible for any lost or stolen packages or deliveries. **Management will not accept local deliveries of medications.**

10. Solicitations

Management does not want residents to be bothered by a steady stream of solicitors, fundraisers, or peddlers. All such persons or agencies will be required to receive advance permission before such solicitors may go to the resident's door. If permission is granted, a card of authorization will be given to the solicitor. Please ask to see the card. The card must be returned to the office on the day issued at a specified hour. Any unauthorized solicitations should be reported immediately to Management.

11. Smoking/Tobacco-Free Housing

Smoking/Tobacco use is **STRICTLY PROHIBITED** throughout **all HRDE Managed properties**. Violation of the smoke-free policy anywhere on the property (excluding designated outdoor areas) will result in termination of the Lease. Definition of Smoking: "Smoking" means inhaling, exhaling, burning, or carrying any lighted cigar, cigarette, pipe, or other lighted smoking device for burning tobacco or any other plant. **SUBSTANTIAL VIOLATION.**

a. No smoking or tobacco use will be permitted within twenty-five (25) feet of any door or window of the building. **Any resident caught smoking or letting a household member or guest smoke inside of any HRDE Managed Property will be given a 30-day notice of termination of his/her lease. SUBSTANTIAL VIOLATION**

b. Smoking is only permitted outside of the building at designated smoking areas, which are marked as such. All HRDE Managed Properties have posted designated smoking signs at all approved smoking locations.

I have read and understand the rules related to Smoking/Tobacco-Free Housing in all HRDE Managed Properties:

Resident Signature

Resident Signature

Date

12. Grievance

All grievances regarding operating procedures at the site are to be registered IN WRITING with the Manager. Assistance will be provided in documenting your grievance if needed. The resident should explain the complaint, what outcome is desired, and an address and telephone number at which he/she can be reached.

If a resident has a grievance that cannot be resolved following a meeting between the Manager and the resident, a copy of said grievance should be mailed to:

HRDE – Housing Administrative Assistant
1369 Stewartstown Road
Morgantown, WV 26505

Telephone calls to the main office will result in the resident being referred back to the Manager. If the resident is a person with a disability or if there are other circumstances that prevent him/her from putting the complaint in writing, he/she may inform management of this fact and may request to make reasonable accommodations in nonessential policies or practices to enable equal opportunity.

13. Discrimination

All HRDE Managed properties are equal opportunity housing facilities. Applicants and residents will not be subject to discrimination based upon race, color, creed, religion, sex, national origin, age, familial status, or disability. Any indication of discrimination should be reported immediately to:

WV Human Rights Commission
1321 Plaza East
Charleston, WV 25301
304-558-2616

14. Individuals With Disabilities

Section 504 of the Rehabilitation Act of 1973, as amended, states that no otherwise qualified individual with disabilities shall, solely by reason of his/her disabilities, be excluded from the participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. HRDE-managed properties have a Section 504 compliance form on file for resident’s inspection.

The Fair Housing Amendments Act of 1988 states that it is unlawful for a property to refuse to make reasonable accommodations in rules, policies, practices, or services. Such accommodations may be necessary to afford an individual with disabilities equal opportunity to use and enjoy a dwelling unit, including public and common use areas.

It is HRDE's intention to comply with all 504 and Fair Housing Act requirements. Requests for accommodation will be reviewed on a case-by-case basis insuring they are realistic without causing undue financial and administrative burden to the property.

15. House Rules

Each resident will receive a copy of the House Rules, which becomes a part of his/her lease. House Rules are subject to reasonable change following a 30-day notice of such to each resident. Revised House Rules will be posted in the office with the effective date, and a copy will be hand-delivered to each resident.

16. Expiration of the Contract

Management may terminate the resident’s Lease Agreement upon the expiration or termination of the Section 8 PRAC Contract between the Owner and the Department of Housing and Urban Development (HUD) or U.S. Department of Agriculture (USDA), which provides rental assistance for the resident.

I have received and read the Lease Attachment-House Rules:

_____	_____
Resident Signature	Date
_____	_____
Resident Signature	Date
_____	_____
Manager Signature	Date

"USDA is an equal opportunity provider, employer, and lender.

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov."

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