

### Attachment 3: HOUSE RULES

The TENANT agrees to obey the following House Rules. The TENANT agrees to obey additional rules established after the effective date of this agreement. The rules are reasonably related to the safety, care and cleanliness of the building, and the safety, comfort and convenience of the TENANTS; and the TENANT will receive written notice of the proposed rule at least 30 days before the rule is enforced. TENANT shall comply with rules and regulations established for this complex by the LANDLORD.

**ABANDONMENT OF A UNIT:** If LANDLORD does not receive written notice of an extended absence from a household member, LANDLORD shall consider the household to have abandoned the unit if any of the following occur:

- LANDLORD has reason to believe the unit has been unoccupied for more than the allowed maximum time
- Another resident or staff reports/confirms that there has been activity that indicates that the resident has moved
- Rent is more than thirty (30) days past due and there has been no contact from the resident or the resident's representative as appropriate
- The household has not acknowledged or responded to requests for communication and/or meetings
- LANDLORD has sought and obtained a court order to enter the unit in the case of suspected abandonment
- LANDLORD has credible information to believe the sole household member has been incarcerated, admitted for extended hospitalization or has died

If a unit is thought to be abandoned, property staff will:

- Attempt to contact the residents by phone or other communication for one (1) business day
- Enter the unit to conduct an emergency inspection

If household members do not respond to the property staff's attempts to contact the resident, LANDLORD will take appropriate steps to have the unit declared abandoned. LANDLORD will take legal action, including termination of assistance, and eviction.



- I. **AUTOMOBILE:** Only one automobile in good working condition owned by the TENANT, that is properly registered and inspected as required by law, may be brought on the property and parked. An automobile that is not properly registered and inspected will be towed at the TENANT'S expense. An automobile that is leaking any type of fluid must be removed from IEH property or will be towed at the TENANT'S expense. No repairs or maintenance including washing will be performed on any automobiles at any of the sites.
- II. **ALTERATIONS:** TENANT shall refrain from making any alterations to the unit without written prior consent of LANDLORD.
- III. **APPLIANCES:** No washing machines, clothes dryers, dishwashers, garbage disposals, freezers or space heaters may be installed by TENANT.
- IV. **CHILDREN:** Children are prohibited from playing in the hallways or common areas. Children under the age of 12 must be accompanied by an adult resident when using building facilities.
- V. **CLEANLINESS:** TENANT shall maintain their unit in a clean and sanitary condition free from debris, garbage, excess paper, and physical hazards. TENANT is responsible for cleaning their unit, appliances, carpets and discarding and removing trash during their tenancy and when they move out. TENANT shall refrain, and cause the member of the TENANT'S household to refrain from littering the grounds, and from shaking, cleaning, or airing any bedclothes, rugs, mops, dust clothes, etc. out the window or anywhere on the property. TENANT shall endeavor to keep premises free from pests and to report presence of same to LANDLORD.
- VI. **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, LANDLORD may opt to 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 IEH staff will disclose payment and lease performance information if any household member has signed an appropriate release."
- VII. **COMMUNITY ROOM:** Where applicable, a community room is available for the residents' use. Use of the community room is intended for all residents and may be reserved on a first-come-first-serve basis for personal gatherings or resident meetings. Pets are not allowed in the community room unless the pet is necessary to address the symptoms of a disability while a resident or resident's guest is participating in an event held in the community room. Contact the property staff for further information about use of the community room.
- VIII. **COMPLAINTS:** All complaints shall be made in writing to the property management office or by mail to 60B Village Road, Vineyard Haven, MA 02568
- IX. **CONSERVATION:** TENANT is expected to use energy wisely. Conservation is essential to the efficient operation of the property.



- X. **DEATH OF A SOLE HOUSEHOLD MEMBER:** In the case of death of a sole household member, personal belongings from the apartment must be removed within fourteen (14) days following the date of death. HUD regulations allow subsidy to continue for fourteen (14) days after the date of death. In the case of death of a sole household member, the resident or the resident's estate will be charged contract rent beginning on the fifteenth (15th) day after death. In the event that the apartment has not been cleared of personal items within fourteen (14) days following death or abandonment, LANDLORD reserves the right to take legal possession of the apartment and LANDLORD will dispose of the property or consolidate it.
- XI. **DAMAGES:** TENANT is allowed to use only small nails or tacks to hang pictures. TENANT shall not use large nails, tacks, or screws, or other fasteners in any part of the premises except with the permission of, and in a manner prescribed by the LANDLORD. Whenever damage is caused by the carelessness, misuse, neglect or intentional acts on the part of TENANT or TENANT'S guests or invitees, TENANT agrees to pay for the cost of all repairs and labor. Physical damage includes, but is not limited to: **a.** Painting or wallpapering walls, or driving screws, brackets, or large nails into walls, **b.** Fire or water damage, broken doors, cracked windows, holes in walls or screens, etc., **c.** Damage to the drain due to placing improper items down the drain, such as bones, glass, grease, coins, utensils, popcorn kernels, paper, tin foil, bottle caps, twist-ties, plastic, gravel, etc., **d.** Damage resulting from the plugging of any free-flowing drains due to placing of inappropriate items in toilets or other plumbing fixtures. Damage includes water damage to walls, floors, or ceilings, etc. due to overflow, and **e.** Damage to carpet or other flooring as a result of burns, using tape or any other adhesive or chewing gum being stuck to the carpet. The cost for repair of any damage to the leased premises or building will be charged to the TENANT at professional rates for supplies and labor. LANDLORD may require payment at any time, including advance payment for repairs for which TENANT is liable. Any delay in LANDLORD'S demand for payment does not constitute a waiver.
- XII. **DANGEROUS MATERIALS:** Gasoline, oils, paint cans, or any flammable material, and all hazardous material are prohibited in any dwelling unit.
- XIII. **DELIVERY:** The owner assumes no responsibility for accepting deliveries of packages, mail, etc. on behalf of any TENANT.
- XIV. **DISTURBANCES:** "Quiet hours" are between 11 o'clock pm and the following 8 o'clock am. No TENANT shall make or permit any disturbing noises at any time in the building by himself/herself or by his/hers guests, nor do or permit anything by such a guest that will interfere with the rights, comforts or convenience of other TENANTS. 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, and shouting. Residents must conduct themselves in such a way as to ensure the quiet and peaceful enjoyment of the residence **at all times.**



- XV. **ENTRY DOORS TO UNITS:** In order to maintain the fire rating of an apartment building, and to ensure the privacy and security of all TENANTS, all interior unit entry doors must be closed except when in use. They may not be propped open at any time. TENANTS are prohibited from placing door mats outside the unit entry door.
- XVI. **EMERGENCY CONTACT:** TENANT shall provide the name and address of a person to be contacted in case of abandonment of the unit, emergency, or death of the TENANT, who shall be responsible for removing personal property, if needed, and handling TENANT'S affairs until such time as TENANT is able to return to the unit. That person is:
  - XVII. Name: \_\_\_\_\_
  - XVIII. Address: \_\_\_\_\_
  - XIX. Phone #: (    ) \_\_\_\_\_

This person may be changed by providing written notice to the LANDLORD.

- XX. **EXTENDED ABSENCES FROM THE APARTMENT:** Residents may be absent from their apartment (other than for medical reasons) for no more than sixty (60) cumulative days, *not necessarily consecutively*, in any twelve (12) 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, will verify 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/household (as indicated on the current HUD Form 50059) while the resident is absent.
- XXI. **EXTENSION CORDS:** Extension cords are prohibited.
- XXII. **EXTERIOR ATTACHMENTS:** No wires, antennas or satellite dishes for radio or television, or wires, ropes, or other material or device for clothes drying, or other personal use shall be installed on the building. No awnings or other projections shall be attached to outside walls of the buildings. TENANTS are prohibited from installing plaques, etc. on the exterior building and TENANT shall refrain from displaying items that could be considered an eyesore on the property.
- XXIII. **FURNITURE:** TENANT may not place personal furniture on porches, patios or in any of the common areas.
- XXIV. **HALLWAYS AND COMMON AREAS:** Hallways and common areas are to be kept clear of clutter. No personal items may be kept or stored in the hallways, stairways, or other common areas in or about the premises. Entry and exit doors are not to be left propped open at any time.
- XXV. **HAZARDOUS ITEMS:** Keeping anything that may be considered a hazard to the health or safety of other persons is prohibited. (Gasoline storage in unit, propane tanks for grills, possessing illegal weapons, etc.)



- XXVI. **HEALTH SERVICES:** Residents must be capable of meeting the terms of the lease without intervention from the property staff. LANDLORD has no services available for long-term health care, convalescence, or nursing care in the community. If a resident requires these types of services in order to comply with the terms of the lease, it is the responsibility of the resident or a resident's representative to make the necessary arrangements. Residents may request assistance to identify service providers through the Service Coordinator. If you need assistance, please call the Service Coordinator at (508) 693-7009.
- XXVII. **HOME-BASED BUSINESS:** A TENANT may not operate a business in his/her unit or on the premises.
- XXVIII. **KEYS:** TENANT will receive two set of keys. Both sets must be relinquished upon termination of this Agreement. A charge of \$160 will apply if both sets of keys are not relinquished. Extra keys may be provided for a fee of \$10 per key. In the event that the TENANT is locked out of his/her apartment after office hours, a charge of \$40 will apply on the third and any subsequent occurrence. TENANT also agrees not to alter any lock or install a new lock or bolt on any door without the written consent of LANDLORD. In case such consent is given, the TENANT shall provide LANDLORD with an additional key for the use of the LANDLORD pursuant to the LANDLORD's right to access the leased premises. TENANT also agrees the LANDLORD shall retain a pass key to the premises and that LANDLORD, his/her agents or any representative of any holder of a mortgage on the property, or when authorized by the LANDLORD, the employees of any contractor, utility company, municipal agency or others, may enter the premises for the purpose of making reasonable inspections, repairs and replacements and in case of emergency.
- XXIX. **LANDSCAPE:** TENANT shall not alter, disturb, or interfere in any way with the grounds or landscaping. TENANTS with individual garden areas who wish to add plant materials, or small decorative items must obtain prior LANDLORD approval. TENANT may be permitted to maintain individual garden area only if TENANT agrees to mow, water, and maintain such garden area to ensure that the landscaping is maintained in good condition. TENANT agrees that LANDLORD may intervene at any time.
- XXX. **LAUNDRY FACILITY:** Laundry facilities are for TENANT use only. TENANT agrees to properly use laundry machines, use detergent sparingly, be considerate of others' need to use the machines by removing clothes promptly when done, clean the lint traps in the dryers after each use and clean up any spills promptly.
- XXXI. **LITTERING:** Littering the grounds, landscaping and parking areas is strictly prohibited. This includes putting out cigarettes on the sidewalks and in driveways or dumping ashtrays on the grounds or in parking areas.
- XXXII. **MAILBOXES:** No names are permitted on mailboxes other than that TENANT(S) on the lease.
- XXXIII. **PROPERTY MANAGEMENT OFFICE:** The office business hours are Monday through Friday from 8:00 am until 400 pm. The office is closed on weekends and all federal and state holidays. On occasion the office will be closed for training or for other reasons, and notice of this closing will be posted on the office door.



XXXIV. **REMOVAL OF PERSONAL PROPERTY IN THE EVENT OF ABANDONMENT BY DEATH:** In the case of abandonment by death, all locks providing entry to the individual apartment will be changed. LANDLORD reserves the right to initiate eviction, as required, in order to take possession of the unit. Unless previously established, LANDLORD will require legal authorization before allowing unit contents to be removed by family or other representatives. Examples of legal authorization include but are not limited to:

- Executor of the will
- Permission from Probate Court
- Court ruling

Upon confirmation of abandonment of the unit, and/or once LANDLORD has received an eviction order, the property staff will take written and photographic inventory of property in the unit and remove the contents from the unit so that it may be prepared for another family. The contents will be stored for the greater of thirty (30) days or the amount of time dictated by local laws. Perishable items, food items and live plants will be removed but not stored. Pets will be removed based on the Pet Policy. LANDLORD is not responsible for any loss or damage to property during transfer from the unit to the storage facility.

If it is discovered that the contents of the unit are infested (e.g. lice, bed bugs, fleas, etc.), the contents will be removed, treated and/or disposed of based on guidance from a licensed pest control provider. Cost of damage caused by such infestation will be charged to the resident or the resident's estate.

Cost of moving and storage and treatment/disposal will be charged to the resident or the resident's estate.

XXXV. **REQUESTS FOR REASONABLE ACCOMMODATION OR MODIFICATION:** LANDLORD 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, please review the reasonable accommodation policy provided at move-in or contact the property management office.

XXXVI. **RENTER'S INSURANCE:** LANDLORD is not responsible for fire, theft, water or any other damage to a TENANT'S personal belongings. It is suggested that TENANTS consider obtaining apartment renters insurance to cover loss of their personal property. TENANT shall hold LANDLORD harmless against loss, injury, damage, or destruction caused by willful or negligent acts of TENANT or members of the TENANT'S household.

XXXVII. **SAFETY, FIRE, LIFE SYSTEMS:** TENANTS shall not tamper with smoke detectors, fire suppression sprinklers, fire extinguishers, or fuse boxes. There will be a tampering fee of \$250.



- XXXVIII. **SHOPPING CARTS:** Leaving shopping carts outside TENANT'S unit or in the hallways is prohibited. Shopping carts must be returned to designated stowage area.
- XXXIX. **SMOKING:** Smoking is prohibited in all IEH units and buildings and anywhere within 25 feet of any IEH building except in designated areas. This prohibition is effective as to all persons, including IEH staff, TENANTS and guests.
- XL. **TENANT COMMUNICATIONS WITH LANDLORD:** A courteous and businesslike attitude is required from both parties. IEH staff reserves the right to refuse to communicate 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 or is argumentative. If an applicant/resident, guest, visitor or service provider demonstrates unprofessional behavior in the presence of IEH staff or other residents/applicants, the person will be required to leave the management office. If the resident, a resident's guest, a resident's service provider or a resident's family exhibits threatening behavior, appears to be intoxicated or under the influence of alcohol or drugs or attempts to intimidate the staff, the person(s) will be required to leave the management office and a notice of lease violation will be issued.
- XLI. **TENANT ORGANIZATIONS:** Residents have the right to establish and operate a *tenant organization* for the purpose of addressing issues related to their living environment as well as activities related to housing and community development. A *tenant organization* is considered legitimate if it has been established by the residents of a multifamily housing project covered under Section 245.110 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 *tenant organization* includes "organizing committees" newly formed by residents, and does not require specific structures, written by-laws, elections, or resident petitions.

Any activities conducted at the behest of the tenant 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.

- XLII. **TRASH:** All trash must be bagged and placed inside dumpsters provided on the property. TENANT shall not store trash bags in the hallways. TENANT also agrees to deposit glass, aluminum, plastic, newspapers, and other material to be recycled in the proper containers designated for that purpose. TENANT agrees to maintain rubbish can in his/her unit in a clean and sanitary condition.



XLIII. **USE OF MARIJUANA:** Regardless of the purpose of legalization under state law, the use of marijuana in any form, is illegal under the Controlled Substances Act (CSA) and therefore is an illegal controlled substance under Section 577 of the Quality Housing and Work Responsibility Act of 1998 (QHWRA). Based on federal law, new admissions of marijuana users are prohibited. QHWRA requires that owner/agents establish lease standards that prohibit admission based on the illegal use of controlled substances including state legalized marijuana. State laws that legalize medical marijuana directly conflict with QHWRA and thus are subject to federal preemption. Residents are prohibited from using marijuana (even in a smokeless manner). If HUD rules change, the property House Rules may be edited to conform to the policies set forth by HUD.

XLIV. **VACATING YOUR UNIT:** TENANT must contact the owner in accordance with the lease not less than 30 days prior to the end of the last full month of tenancy. TENANT understands that rent is payable in monthly installments and that TENANT is required under the terms of the lease agreement to provide Landlord with notice that TENANT will be terminating their lease and vacating the unit not less than 30 days prior to the end of TENANT's expected last full month of tenancy. In the event that TENANT vacates the unit without having provided such notice, TENANT shall continue to be responsible for their monthly rent until such time as TENANT shall have executed a form voluntarily surrendering possession of the unit to IEH. In the event that TENANT provides such notice and such notice provides a date of termination and vacation on a date other than the end of any given month, TENANT shall be responsible for that full month's rent, provided that IEH in its sole discretion may agree to refund a prorated amount of that last month's rent if TENANT shall have executed a form voluntarily surrendering possession of the unit to IEH prior to TENANT's departure

XLV. **The Violence against Women Act**

**PROTECTIONS PROVIDED UNDER THE VAWA**

The Violence against Women Act (VAWA) provides protections to women or men who are the victims of domestic violence, dating violence, sexual assault and/or stalking – collectively referred to as VAWA crimes. IEH understands that, regardless of whether state or local laws protect victims of VAWA crimes, people who have been victims of violence have certain rights under federal fair housing regulation.

This policy is intended to support or assist victims of VAWA crimes and protect victims, as well as affiliated persons, from being denied housing or from losing their HUD assisted housing as a consequence of their status as a victim of VAWA crimes. Affiliated persons include:

1. A spouse, parent, brother, sister, or child of the victim, or a person to whom the victim stands in the place of a parent or guardian (for example, the affiliated individual is a person in the care, custody, or control of the victim); or
2. Any individual, resident/applicant, or lawful occupant living in the household of that individual.





Being a victim of a VAWA crime is not reason to waive requirements set forth in the HUD Model Lease or in any lease attachment or HUD approved lease addendum unless such requirements interfere with protections provided under the VAWA.

For example: IEH may waive the requirement for a 30-day notice to vacate if the victim has provided necessary documentation to certify their status as a victim and the resident wishes to move to elude the accused perpetrator.

IEH 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 wishes to exercise these protections. If any applicant or resident wishes to exercise the protections provided in the VAWA, he/she should contact IEH or the property staff immediately. IEH is committed to ensuring that the Privacy Act is enforced in this and all other situations.

### **CONFIDENTIALITY**

The ***Notice of Occupancy Rights under the Violence against Women Act*** provides notice to the resident/applicant of the confidentiality of information about a person seeking to exercise VAWA protections and the limits thereof. The identity of the victim and all information provided to the 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

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

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

### **REQUESTS & CERTIFICATION**

When IEH responds to a request to exercise protections provided under the VAWA IEH will request that an individual complete, sign, and submit the VAWA certification form, within fourteen (14) business days of the request. This certification may be submitted in an equally effective manner, as a reasonable accommodation, if there is the presence of a disability.



If the applicant/resident has sought assistance in addressing domestic violence, dating violence, sexual assault and/or stalking from a federal, state, tribal, territorial jurisdiction, local police or court, the resident may submit written proof of this outreach in lieu of the certification form. IEH will accept the following:

- A federal, state, tribal, territorial, or local police record or court record or
- Documentation signed and attested to by a professional (employee, agent or volunteer of a victim service provider, an attorney, medical personnel, etc.) From whom the victim has sought assistance in addressing domestic violence, dating violence and/or stalking or the effects of the abuse. The signatory attests under penalty of perjury (28 U.S.C. §1746) to his/her belief that the incident in question represents bona fide abuse, and the victim of domestic violence, dating violence and/or stalking has signed or attested to the documentation.

The victim is not required to name his/her accused perpetrator if doing so would result in imminent threat or if the victim does not know the name of his/her accused perpetrator.

#### **LEASE BIFURCATION**

If IEH determines that physical abuse caused by a resident is clear and present, the law provides IEH the authority to bifurcate a lease i.e., remove, evict, or terminate housing assistance to any accused perpetrator, while allowing the victim, who lawfully occupies the home, to maintain tenancy.

#### **LEGAL ACTION**

Victims are encouraged to seek police/legal protection from their accused perpetrator. In some cases, IEH may file a restraining order against the accused perpetrator to prevent the accused perpetrator from entering the property.

VAWA does not limit the authority of IEH, when notified of a court order, to comply with a court order with respect to:

- The rights of access or control of property, including civil protection orders issued to protect a victim of domestic violence, dating violence, sexual assault, or stalking; or
- The distribution or possession of property among members of a household.

VAWA does not limit IEH's authority to deny, evict or terminate assistance to a resident/applicant for any violation that is not the result of an act of domestic violence, dating violence, sexual assault, or stalking.



VAWA does not limit IEH's authority to terminate assistance to or evict a resident under a covered housing program when IEH can demonstrate an actual and imminent threat to other resident/applicants or those employed at or providing service to property of the covered housing provider would be present if that resident/applicant or lawful occupant is not evicted or terminated from assistance. Restrictions predicated on public safety will not be based on stereotypes, but will be tailored to particularized concerns about individual residents.

IEH will take into account individual circumstances when making a determination to terminate tenancy; such circumstances might include, among other things, the seriousness of the offending action, the extent of participation by the leaseholder in the offending action, and whether the leaseholder, if not the wrongdoer, took all feasible steps to prevent the offending action from occurring and has removed the offending person from the lease or otherwise banned the offending person from the premises in the future.

#### **LEASE ADDENDUM**

The HUD approved lease addendum will be implemented and provided in accordance with HUD guidance.

#### **EMERGENCY TRANSFER**

IEH will consider an Emergency Transfer Request when a person seeking to exercise VAWA protections feels that he/she is:

- In in imminent danger
- Was sexually assaulted on the property within 90 days of the request

Please see the property VAWA Policy or Emergency Transfer Plan for additional information.

XLVI. **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
- Do not interfere with management or maintenance of the property
- Are not unauthorized residents

Visitors/guests are defined as any person not on the lease, application or HUD Form 50059 regardless of age or relationship.



Visitors/guests may stay with the resident on an occasional basis not to exceed thirty (30) cumulative days/nights in any twelve (12) month period.

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 IEH's occupancy standards for the unit size plus one.

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

Residents are responsible for all actions of their service providers, guests or visitors while on the property.

Unauthorized persons are subject to arrest for trespassing and/or loitering pursuant to the local penal code.

Guest and visitors will be allowed access to the community rooms or other common areas when the resident is present. Guests may take advantage of other common service areas such as laundry rooms and designated smoking areas as long as their presence does not interfere with use and peaceful enjoyment by residents who are part of a lease. Residents are responsible for the actions of their guests.

If a person is present on the property more than the number of days/nights outlined above, the resident (HOH) will be required to meet with IEH staff to determine if an unauthorized resident is part of the household. Notice will be provided and this meeting will be conducted in accordance with HUD guidelines.

If the LANDLORD suspects that a guest should actually be classified as a resident, IEH staff will request a meeting with the head-of-household. In accordance with HUD requirements, the resident will have ten (10) days to meet with the owner/agent. Failure to respond to the request to meet may result in eviction.

The resident will be given the option to add the person to the household if the unauthorized person meets eligibility and screening criteria and if the unit size will accommodate the addition of a household member. The resident can provide proof of alternative permanent residence for the unauthorized guest or, if the initial lease term has been fulfilled, the resident may provide a 30-day notice to vacate. Any housing assistance paid in error will be returned to HUD.



LANDLORD may pursue eviction and pursuit of fraud.

If IEH staff suspects that a guest is actually living in the unit, IEH staff will ask for verification of alternative residence. Samples of such verification include one or more of the following:

- Verification with the United States Postal Service that no mail, for the guest, is delivered to the unit address
- \*A current government issued photo ID for the "guest" with an alternative address
- \*A current lease indicating an alternative residence
- \*A current utility bill in the person's name showing an alternative address
- \*A current insurance policy or other such invoice/bill showing an alternative address

*\*Additional verification may be conducted by LANDLORD.*

In addition, the resident(s), indicated on the lease, 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, in accordance with HUD requirements, any resident who knowingly allows an ineligible person to live in the unit is not qualified to receive HUD housing assistance for two years.**

- XLVII. **WATER USE:** Water shall not be wasted or left running unattended in the kitchen, bathroom, or elsewhere. All plumbing defects must promptly be reported to LANDLORD.
- XLVIII. **WHEELED DEVICES:** All wheeled vehicles and devices including, but not limited to, bicycles, scooters and wheeled chairs must be used in a safe and courteous manner. Wheeled vehicles and devices may not be ridden on the grass or in planted areas. Wheeled vehicles and devices may not be stored on walkways, stairways, hallways, porches, patios, common areas or other public areas except with LANDLORD'S consent.
- XLIX. **WILDLIFE:** TENANTS are prohibited from throwing food on the grounds to feed wildlife or birds.
- L. **WINDOWS:** Only window drapes, mini-blinds, and vertical blinds are allowed as unit window coverings. TENANTS are prohibited from posting signs on windows.
- LI. **WORK ORDERS:** All repair requests are to be in writing on repair order forms, which are available in the lobby.



LII. The following are the names of the individuals who will reside in the unit in addition to the TENANT and Co-TENANT:

A. TENANT: \_\_\_\_\_

B. Co- TENANT: \_\_\_\_\_

C. OTHERS: \_\_\_\_\_

A signed copy of these rules and regulations will be kept in each TENANT's file.

**I have read and agree to the above Resident Rules and Regulations. I understand and accept that a violation of any of these is grounds for evictions.**

\_\_\_\_\_  
Landlord

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Date

In order to make our community consistent with the comfort of elderly and handicapped residents and the continuance of a congenial community, the LANDLORD reserves the right to amend these rules from time to time and to notify the TENANT at least thirty days before the rule is enforced.

Effective December 15, 2017

