



# House Rules

For

**(Property Name)**

Superior, WI 54880

Managed by the

**Superior Housing Authority**

**1219 North Eighth Street**

**P.O. Box 458**

**Superior, WI 54880**

**(715) 394-6601 Fax (715) 394-3512**

**WI Relay: 7-1-1**

# HOUSE RULES CONTENTS

|   |    |
|---|----|
| 1. Attachment to the Lease .....                              | 3  |
| 2. Superior Housing Authority (SHA) Contact Information ..... | 3  |
| 3. Program Requirements and Eligibility .....                 | 3  |
| 4. Internal Revenue Code Section 42 .....                     | 3  |
| 5. Security Deposit NON-STANDARD RENTAL PROVISION .....       | 4  |
| 6. Resident Portal.....                                       | 4  |
| 7. Smoke Free Housing .....                                   | 4  |
| 8. Drug Free Crime Free Housing .....                         | 5  |
| 9. Paying Rent .....  | 5  |
| 10. Utilities and Equipment .....                             | 6  |
| 11. Maintenance .....   | 6  |
| 12. Common Areas.....   | 8  |
| 13. Care of the Unit.....                                     | 9  |
| A. Decorating.....  | 9  |
| B. Appliances and Equipment .....                             | 10 |
| 14. Mold and Mildew .....                                     | 10 |
| 15. Locks and Keys .....                                      | 10 |
| 16. Pest Control .....  | 10 |
| 17. Renters Insurance .....                                   | 11 |
| 18. Safety Equipment.....                                     | 11 |
| 19. Trash and Rubbish.....                                    | 12 |
| 20. Vehicles on the Premises .....                            | 12 |
| 21. Parking .....   | 13 |
| 22. Snow Removal/Yard Care .....                              | 13 |
| 23. Code of Conduct .....                                     | 13 |
| 24. Guests and Visitors .....                                 | 14 |
| 25. Pet Policy.....   | 14 |
| A. Types and Number of Pets .....                             | 14 |
| B. General Pet Rules.....                                     | 14 |
| I. Designated Pet Areas.....                                  | 15 |
| 26. General Occupancy .....                                   | 15 |
| 27. Inspection and Access by Management.....                  | 16 |
| 28. Abandonment .....   | 16 |
| 29. Vacating .....  | 16 |
| A. Instructions for Unit Condition when Vacating.....         | 17 |

30. Notice of Domestic Abuse Protections ..... 17

31. TENANT PROCEDURAL RIGHTS ..... 18

    A. Termination of Tenancy and Assistance ..... 18

    B. Grievance Process ..... 18

32. Landlord Legal Remedies and Legal Rights ..... 19

33. Legal Notices ..... 19

## HOUSE RULES

### 1. ATTACHMENT TO THE LEASE

#### *Welcome to your new home!*

Thank you for choosing **(Property Name)** as your home. To protect your comfort, safety, and enjoyment, and that of your neighbors', Superior Housing Authority has adopted the following rules and regulations for **(Property Name)**.

These House Rules are in addition to, and made part of, the Lease Agreement. Therefore, a failure to comply with the House Rules will constitute a material breach of the Lease Agreement and may constitute a just cause for eviction.

For the purposes of these House Rules, the term "Tenant" refers to all tenants and household members listed in the Lease Agreement.

### 2. SUPERIOR HOUSING AUTHORITY (SHA) CONTACT INFORMATION

Superior Housing Authority  
P.O. Box 458  
1219 North Eighth Street  
Superior, WI 54880  
Main Telephone (715) 394-6601 / Fax (715) 394-3512  
WI Relay 7-1-1  
Office Hours Monday - Friday 8:00 a.m. to 4:30 p.m.  
(SHA observes all legal holidays)  
Website: [www.superiorhousing.org](http://www.superiorhousing.org)

#### **After Hours Emergency**

(Answered 24 hours a day)

**(715) 395-2408**

### 3. SECTION 8 PROGRAM REQUIREMENTS AND ELIGIBILITY

Prior to execution of the Lease, Tenant was determined eligible/ screened based on the eligibility screening criteria of **(Property Name)**. SHA may terminate the Section 8 rental assistance for failure of the Tenant to continue to meet the eligibility screening criteria. The Tenant has been provided with a copy of the Multifamily Resident Rights & Responsibilities which outlines the program requirements that apply to all Tenants and units at **(Property Name)** as outlined in the applicable Section 8 Project-Based Rental Assistance rules, regulations and guidance.

### 4. INTERNAL REVENUE CODE SECTION 42 ELIGIBILITY

**(Property Name)** is to be operated in accordance with the requirements of the low-income housing credit program under Section 42 of the Internal Revenue Code of 1986 (the "Program"). Tenant's rights hereunder shall be subject to the requirements which must be met under the Program in order for Owner to qualify to take the cost of the Project into basis for calculation of Owner's credit. Tenant shall cooperate with all SHA requirements related to such compliance and the Program.

- 1) Only the person(s) qualified, who are listed on the lease, will occupy the unit.
- 2) Tenant shall not allow any other person to move into the unit without SHA's prior written consent.
- 3) Tenant shall complete and execute an Income Certification Form prior to execution hereof and at least annually. Upon request by SHA, Tenant shall recertify Tenant's household income to SHA in a manner satisfactory to SHA and shall complete any and all other certifications and supply further documentation with respect to income and occupancy of the unit as may be reasonably requested by SHA. Failure to provide accurate and timely income certifications in advance of the last 30 days of the lease term will constitute a breach of this Lease and SHA/Lessor **MUST NOTIFY THE LESSEE TO VACATE THE PREMISES BY THE END OF THE LEASE TERM.**
- 4) Tenant acknowledges that the annual recertification of Tenant's household income must meet the limitations imposed by the Program for continued occupancy in the Project.

- 5) Tenant hereby certifies that the information supplied by Tenant to SHA which was taken into consideration by SHA in determining Tenant's qualifications to rent the unit, including Tenant's Income Certification Questionnaire and Application, is accurate, complete, and true in all respects.
- 6) If it is determined that the unit is not a qualified low-income unit under Section 42(i)(3) of the Internal Revenue Code because the rent paid by Tenant plus the applicable utility allowance for the Lease term exceeds the maximum rent allowed under Section 42 of the Internal Revenue Code, the said excess amounts shall be a loan from Tenant to Owner and Owner shall immediately re-pay to Tenant the amount of such excess, with interest. If Tenant no longer occupies the unit when the excess rent determination is made, SHA shall use its best efforts to locate Tenant for the purpose of repaying the excess rent.
- 7) *Intentionally left blank.*
- 8) Tenant shall notify SHA immediately (within 14 days of the change, in writing) if Tenant's household size changes, their income increases, or Tenant becomes a full-time student.
- 9) Tenant agrees to provide SHA/Lessor with a copy of income tax return filings upon request, in compliance with the Internal Revenue Service Code, Section 42, and Wisconsin Housing and Economic Development Authority.
- 10) *Intentionally left blank*

## **5. SECURITY DEPOSIT NON-STANDARD RENTAL PROVISION**

- 1) After Tenant has moved from the unit, SHA will complete a Move Out Inspection Report. SHA will permit Tenant to participate in this inspection if Tenant so requests.
- 2) SHA may keep all or a part of the Security Deposit for:
  - a) Unpaid rent, utilities and any other money owed to SHA under the Lease and or House Rules.
  - b) Damage to property beyond normal wear and tear, waste, or neglect of the premises.
  - c) Cleaning and cleaning supplies.
  - d) Repair or replacement of any missing or damaged permanently attached fixture or other property belonging to the SHA including, but not limited to, appliances, window coverings, lighting, flooring, garage door openers, and keys.
  - e) Removal of all debris and rubbish and storage and disposal of abandoned personal property.
- 3) SHA agrees to refund the amount of Security Deposit and/or a statement explaining retention of the deposit in a manner consistent with Wisconsin law. SHA will provide a single payment to all signers of the Lease.
- 4) Tenant may not use the Security Deposit to pay some or all of the last month's rent.

## **6. RESIDENT PORTAL**

The Resident Portal is an easy and convenient online app used by our tenants to view their account, pay rent, set up automatic rent payments, and submit work orders. In addition, tenants can even stay informed by viewing upcoming community events, receive notices, reserve the community room, and send communications to the SHA. SHA will provide additional information and an email invitation to Resident Portal upon request.

## **7. SMOKE FREE HOUSING**

- 1) Tenant agrees and acknowledges that the premises is designated as smoke free. Tenant, Household Members, and guests are not permitted to smoke on the premises, including but not limited to the Tenant's unit, common areas, sheds, or the adjoining grounds. Tenant is responsible for their guests' and visitors' compliance with this policy.
- 2) The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product or similar lighted product in any manner or in any form. This No Smoking Policy includes a ban on the use of any device that vaporizes any tobacco or non-tobacco products, including flavored liquid, e-liquid, "vape juice" or any other product consumed in an electronic e-cigarette, hookah, or similar device. This No Smoking Policy includes a ban on smoking or vaporizing marijuana in any manner, whether or not possession / consumption would be lawful. The medical use of cannabis does not exempt any person from complying with any no smoking law or residential no smoking policy.
- 3) Tenant agrees and acknowledges that a violation of Smoke Free Housing policy shall be a Material Noncompliance of the Lease and grounds for termination.
- 4) Disclaimer by SHA. Tenant acknowledges that SHA's adoption of a smoke-free living environment, and efforts to designate the unit as smoke-free, does not in any way change the standard of care that a SHA or managing agent

would have to a household or render buildings and premises designated as smoke-free any safer, habitable, or improved in terms of air quality standards than any other rental premises. SHA specifically disclaims any implied or express warranties that the building, common areas or Tenant's premises will have any higher or improved air quality standards than any other rental property. SHA cannot and does not warrant or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that SHA's enforcement is dependent in large part on the voluntary compliance of Tenants. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that SHA does not assume any higher degree of liability, responsibility, or duty of care to such Tenants other than to take reasonable steps to enforce this rule. SHA is not required to take steps in response to smoking unless put on notice of the presence of cigarette smoke, written or electronic notice by a Tenant. SHA will make every attempt to verify and address the issue.

- 5) Third Party Beneficiaries. Tenant agrees that other Tenants in the community are third party beneficiaries of this Smoke-Free rule. This means that the commitments made by Tenants are to other Tenants as well as SHA. A Tenant may sue another Tenant for an injunction to prohibit smoking or for damages but does not have the right to evict another Tenant. Any suit between Tenants herein shall not create a presumption that SHA breached this rule.

## 8. DRUG FREE CRIME FREE HOUSING

- 1) Tenant, and any members of the Tenant's household or a guest or any other person under the Tenant's direction/control shall not engage in criminal activity, including drug related criminal activity, on or off the premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Chapter 102 of the Controlled Substance Act [21 U.S.C.802]).
- 2) Tenant, any member of the Tenant's household or a guest or any other person under the Tenant's direction/control shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, on or off the Said premises.
- 3) The Tenant shall not allow the presence of illegal drugs in the unit or on the SHA property.
- 4) Tenant, or any member of the Tenant's household, will not permit the dwelling unit to be used for, or to facilitate criminal activity, including the drug-related criminal activity, regardless of whether the individual engaging in such activity a member of the Tenant's household or a guest is.
- 5) Tenant, or any member of the Tenant's household will not engage in the manufacture, sale, or distribution of illegal drugs at any locations, whether on or off the dwelling unit premises or otherwise.
- 6) Tenant, or any member of Tenant's household, or a guest or any other person under the Tenant's direction/control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of the rental agreement that otherwise jeopardizes the health, safety, or welfare of the SHA, his/her agents or any tenant.
- 7) Violation of the above provisions shall be deemed a material violation of the lease and good cause of termination of tenancy. A single violation of any of the provisions of this section shall be deemed a serious violation and material non-compliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of the violation shall not require criminal conviction, proof shall be by the preponderance of the evidence.

## 9. PAYING RENT

Payments can be made in multiple convenient ways:

- 1) Payment made by check, money order or bank drafts are to be made payable to **(Property Name)** Rehabilitation, LLC and include your name and unit address. Payments can be mailed to SHA, deposited in the drop box outside of the SHA's office at 1219 N 8th Street, or hand delivered. SHA WILL NOT cash checks or accept cash.
- 2) SHA processes payments made by check by electronic transactions using the Automated Clearing House (ACH) Network. By paying rent by check, Tenant is authorizing the SHA to use the information on the check to make a one-time electronic payment from Tenant's bank account. The electronic payment will be for the amount indicated on the check. If a Tenant has questions or chooses not to have the check converted into an electronic item, Tenant is to contact the SHA at (715) 391-6601.
- 3) Payments can be made online through Resident Portal.
- 4) Automatic monthly payments can be set up by the Tenant through Resident Portal or upon request, by the SHA.
- 5) A tenant who cannot pay rent when due because of circumstances beyond their control should contact the SHA immediately, or no later than the fifth (5th) day of the month, to make payment arrangements. Late charges will be

assessed but making these arrangements in advance may save court costs associated with an eviction notice. Those who do not make arrangements and have not paid their rent, SHA will send out eviction notice on the 22nd of each month or the next business day if it falls on a Saturday, Sunday, or Holiday.

- 5) Tenant must pay immediately upon demand any money owed to SHA, including but not limited to amounts owed for damages to the premises. SHA does not give up its right to money owed because of SHA's failure or delay in asking for payment. SHA can ask for any money owed by the Tenant before or after Tenant's Lease ends.
- 6) Returned Payments. Tenant agrees to pay \$35.00 on the second or any additional time a check is not honored for payment. Tenant will be considered delinquent and may be subject to eviction for non-payment of rent.

## **10. UTILITIES AND EQUIPMENT**

Management agrees to furnish cold water, sewer, cook stove, refrigerator, and equipment that provide a reasonable amount of hot water at no additional cost to Tenant. Tenant is responsible for gas and electricity charges and shall contract with Superior Water, Light and Power Company to begin service as of the date of move-in. Tenants who do not meet this requirement will be subject to an administrative fee. Failure to pay utility bills when due, unless payment is excused or payment is extended IN WRITING by Superior Water, Light and Power Co. (SWL&P), is a lease violation and will result in termination of tenancy.

SWL&P's issuance of ANY notice of late payment or intention to interrupt service is considered sufficient evidence of such failure, as are SWL&P's records showing failure to pay charges or budgeted amount by the due date each and every month.

Tenant agrees to maintain sufficient heat to prevent freezing of piped water. If for any reason the Tenant is unable to maintain sufficient heat, he/she shall immediately notify Management. If Tenant fails to notify Management or cannot make arrangements for maintenance of said heat, Tenant will be responsible for the cost of repair to dwelling unit for damages resulting from lack of adequate heat.

Upon vacating the unit, Tenant shall promptly notify SWL&P of vacate date to ensure timely readings are taken.

Tenant agrees to comply with all obligations imposed on him/her by applicable provisions of building and housing codes materially affecting health and safety. Tenant agrees to use only in a safe and reasonable manner all electrical, plumbing, sanitary, heating, and other facilities and equipment.

The Utility Allowance Schedule for Tenant Paid Utilities is posted in Management's office.

## **11. MAINTENANCE**

SHA provides regular routine repair and/or maintenance of the unit and premises. Tenant shall make requests for repairs as soon after the defect is noted or is practical. Preventable damage caused by unreported defects will be the responsibility of the Tenant. Maintenance concerns and repairs are handled in order of priority. It is SHA's desire to repair items as quickly as possible, however items that are considered an emergency are handled first, then items of lesser importance will be taken care of.

Tenant maintenance requests should be made through the Resident Portal app, or by calling (715) 394-6601.

If the repair is an emergency or needed because the property is damaged by a crime, accident, emergency, or similar situation and/or to prevent further damage, immediately call SHA's 24-hour number at (715) 395-2408.

## EXAMPLES OF EMERGENCY CALLS FOR SERVICE

|   |  |
|---|--|
| Fire / Gas Leaks                                  | Exit the building, call 911 (Fire Department), then call the SHA 24-hour number so damage can be assessed, and the unit secured.                     |
| Heat out  | It is an emergency if furnace is not working properly during the heating season and the lack of heat is a health threat call the SHA 24-hour number. |
| Water Leak (Hot Water, toilets, sinks)            | Turn off water supply immediately-It is an emergency if leaking cannot be stopped, and flooding is occurring - and call the SHA 24-hour number.      |
| Break in or criminal activity                     | Call 911 then call the SHA 24-hour number so damage can be assessed, and the unit secured.   |
| Domestic Disturbances:                            | Call 911 (Police Dept.) and then the SHA as soon as possible during business hours to report the incident.   |
| Smoke alarms                                      | Call the SHA 24-hour number.   |
| Any other injuries, property damage or emergency: | Call 911 and obtain any necessary medical/police attention, then call SHA as soon as possible during business hours to report the incident.          |

Damages: Tenant is responsible for damages as a result of negligence, carelessness, accident, or abuse. MAINTENANCE CHARGES FOR DAMAGES are based on SHA's current Schedule for Maintenance Charges. However, actual charges for damages will be based on actual charges and cost to make repairs. The Schedule for Maintenance Charges is only an estimate. Damage repair made during regular business hours are at straight hourly rate and for actual time to make the repair or provide service. After business hours calls for tenant damages, lock outs, or tenant call outs for non-maintenance related service will be charged per call out plus a minimum of 2 hours billed at time and one-half the hourly maintenance wage rate or double the hourly rate for holidays.

The following examples, among others, shall not be considered as normal wear and tear to the premises, but shall be considered as damage and subsequently the cost of repair and/or service will be billed to Tenant and/or deducted from any security deposit.

- Lock Out and/or Lock Change.
- Careless care of paint or holes, markings, or similar damage to doors, walls, and woodwork.
- Damage to flooring, walls, ceilings, utility pipes, wiring, plumbing, light fixtures, or any other fixture or appurtenances, including damage caused by candle burning or smoking.
- Damage to seeded areas and shrubs around grounds such as digging, uprooting, trampling, tire marks etc.
- Water damage caused by overflow of kitchen/bathroom sinks, bathtub, wash machine when due to Tenant negligence.
- Frozen plumbing / heating or other damage caused by failure to close windows or doors during inclement weather or loss of a Tenant supplied utility.
- Broken windows/glass: windows, storm windows, storm doors, etc.
- Failure of tenant to maintain the unit in a manner as described in the Lease or the House Rules.



Except for fluorescent lights, light bulb replacement is the responsibility of Tenant. Fluorescent bulbs will be replaced at no cost. If tenant requires assistance with other bulb replacement, for example an unreachable light fixture, SHA will replace the bulb; Tenant will be responsible for the cost of the bulb(s).

## 12. COMMON AREAS

Common areas may include patios, community spaces, grounds, sidewalks, parking lots, or any other common areas provided for the general use of all tenants.

- 1) Care and Use of Facilities: The SHA requires proper care and use of facilities at all times. Tenants may not engage in any activity that can damage, vandalize, or deface common areas or property. SHA-owned furniture and equipment (such as furnishings, appliances, and recreational equipment) may not be taken from, or moved within, the building; damaged, vandalized, or defaced.
- 2) Tenant shall keep the outside appearance, the premises, and fixtures thereon in a safe, clean, and sanitary condition at all times. Tenant must dispose of garbage, waste, and rubbish in a safe and sanitary manner. Containers are provided for trash disposal. Trash must be properly bagged and placed in containers provided.
- 3) No one may tamper with (or alter) plumbing or the electrical system or any other cables or wiring in the building. This includes circuit breakers, switches, wiring, and any data/telecommunication cables.
- 4) Use of any video, photo, surveillance, security, and/or recording equipment or computer technology in a manner that impermissibly infringes upon another person's right to privacy is prohibited.
- 5) Pools, clothes lines, portable basketball hoops, and trampolines are prohibited.
- 6) Alcohol is prohibited in any common area.
- 7) SHA is not responsible for any injury on or around the playground equipment. Tenant assumes full responsibility for any such injuries. The Playground area is closed for use at 10 P.M. daily.
- 8) Tenants shall not feed, nor leave food or seeds out for wild birds, wild or domestic animals, either outside the premises or in the common areas. Bird feeders and bird baths are not allowed.
- 9) Motorcycles, motor scooters, mopeds, 4 wheelers and other ATV's, golf carts or other internal combustion engines are not allowed inside the unit, alongside the building, on the patio or the lawn area.
- 10) Grounds:
  - a) The SHA maintains a high degree of ground maintenance. Tenants should not litter, deface, or otherwise damage landscaping, grounds, or any part thereof.
  - b) With the exception of common outdoor personal property currently in use by the tenant, decorations/lawn ornaments, furniture, and all other personal property are prohibited to be placed on the grounds with the exception as described under Patios" in this Section.
- 11) Fire pits are prohibited.
- 12) Grills
  - a) The Tenant may grill no less than ten (10) feet away from any building structure. Place grill on a level surface and clean grill on a regular basis. When in use the grill must be attended at all times, and a spray bottle of water kept handy when grill is in use.
  - b) Dispose coals after they have burned out completely and then let the ashes cold for 48 hours. To dispose of the ashes, wrap them in foil and put them in an empty non-combustible container.
  - c) When not in use, storage of all outside grills shall be limited to the patio. The gas tank shall remain in the grill at all times and NOT stored separately on the patio or inside the unit.
  - d) SHA reserves the right to terminate permission for Tenant to have a grill on the premises for violations of this Section.
  - e) Damage caused by the use of any grill is the responsibility of the Tenant.
- 13) Storage Sheds:
  - a) Tenants must get written permission prior to installing a storage shed. Any shed must be of resin or vinyl and not exceed 7ft X 7ft. It may not block or limit access or egress to or from the unit. The shed must be contained to the patio, not extend beyond the patio border or into the neighboring patio and be attached to the structure. The resident must not store combustibles and must have renters' insurance.
- 14) Patios:

- a) SHA reserves the right, in its sole discretion, to require the removal of any decorations/personal property at any time, such as any decorations that tend to deteriorate due to weather conditions.
- b) Patios must be kept clean and free of all items except for appropriate outdoor patio furniture and potted plants or elevated planting boxes. Privacy screens and fences of any kind are not permitted. Indoor household furniture is prohibited.
- c) While decoration of the patio is allowed, for fire and health code reasons, entry areas are to be kept free and clear of anything which in any way blocks the entry door ingress and egress or creates a hazard.

### **13. CARE OF THE UNIT**

- 1) The tenant is responsible for maintaining the unit in a clean and sanitary condition and in a condition that is not in violation of any health, fire or safety ordinance or regulation. Tenant is responsible for damages as a result of negligence, carelessness, accident, or abuse.
- 2) Cleaning. The tenant is responsible for cleaning all areas of the premises, including but not limited to, living room, dining room, kitchen, hallways, laundry room, bedrooms, closets, bathrooms, and outdoor walkways. To prevent the infestation of rodents and insects, Tenant must remove any collected trash and food waste from the premise as needed and not allow excess accumulation of unwashed dishes. Carpets must be vacuumed at least once a week. Hard surface flooring must be swept once a week. Bathrooms must be cleaned regularly, and as frequently as needed, to prevent the formation of mold and mildew. If Tenant does not clean adequately and regularly, they may be subject to housekeeping inspections and/or termination of the lease.
- 3) Tenant shall ensure that trash is placed in appropriate receptacles so that litter is not created on or about Tenant's unit. Tenant shall ensure that excess clutter and other materials are not permitted to accumulate causing a hazard.
- 4) Tenant shall always maintain the unit free from objectionable or offensive odors.
- 5) Personal belongings must be arranged to allow access to the unit and may not block appliances, circuit breakers, heating and cooling equipment, and hot water heaters or any doors or windows that are designated an emergency egress. Excessive clutter that in any way blocks emergency exits, interferes with ventilation or safety equipment, attracts pests or rodents, causes an increased fire load, or creates hazards is prohibited.
- 6) No excess accumulation of dirt, trash and personal property near any furnace or water heater.
- 7) Tenant will not burn candles, incense, or have open flames in the unit.
- 8) Tenant will not flush non-flushable items down the toilet such as but not limited to flushable wipes, grease, toys, diapers, or feminine hygiene products.
- 9) Tenant shall not make any changes to the heating, electrical, telephone, or television cable system connections. Wiring between rooms is not permitted.
- 10) Screens, windows, window fall protection devices, and/or window railings must remain in place. If a tenant wishes to install an air conditioner, they must first contact SHA to remove screens and will be charged based on SHA current schedule for maintenance charges. Air conditioners can only be installed after April 1st and must be removed by October 1st of each year. Tenants and guests are prohibited from hanging out of windows or throwing or handing any items through windows. Entering or exiting through windows is prohibited.
- 11) Extension cords are not permitted. If additional outlets are necessary, surge protector power strips with circuit breakers may be used. Each power strip must be individually plugged into a wall outlet; they may not be daisy chained (plugged into another power strip). Electrical power cords may not be placed under carpets or rugs or taped or attached to floors, walls, and ceilings.
- 12) Tenants shall not use or store gasoline, cleaning solvent or other combustibles in or around the premises.
- 13) Tenant shall not alter, affix, attach, deface, or modify any part of the premises, interior or exterior of the unit, without written permission from the SHA with the exception of outdoor lights. When hanging outdoor lights, the tenant must use removable fasteners such as command strips; nothing can be attached to the exterior doors.

#### **A. Decorating**

- 1) Tenants are responsible for any damage caused by Tenant decorations. Tenants may be required by SHA to take down and remove any decoration at the sole discretion of SHA.
- 2) No structural or cosmetic alterations are permitted.
- 3) Tenant shall maintain blinds provided by the SHA. Tenant may decorate the interior of the unit with Tenant's own drapes when curtain rods are installed with appropriate fasteners into the sheetrock. Tenant shall not use aluminum foil, blankets, sheets, or other unsightly materials as a window covering.

- 4) Tenant may use small picture hanger nails, or temporary removable adhesive strips such as command strips. Tenant may not use items including but not limited to glue, large nails, adhesive tape, or stickers on any walls or surfaces.
- 5) Tenant may decorate with rugs that are not attached or glued to the floor.
- 6) Tenant may not use contact paper, wallpaper, decals, or stickers. Tenant is responsible for the repair of any damage caused by using any adhesive products or self-adhesive products.
- 7) Painting, patching, or repairing of any surface is prohibited without prior written consent.
- 8) Tenants shall refrain from placing any items, decals, stickers, or signs in or on windows, doors.
- 9) Holiday decorations may be used within individual units but may not interfere with fire safety equipment such as smoke detectors and fire sprinkler heads. Use of lights or other electrical decorations must be UL approved and may not interfere with the electrical circuitry of the unit/facility. Decorations may not be hung out of windows. Live-cut trees are prohibited.

## **B. Appliances and Equipment**

Provided appliances are to be used as intended and are the property of the SHA. Abuse, damage, removal, replacement, disconnection, or any alterations are prohibited. SHA is not responsible for any Tenant loss as a result of the failure of any provided appliance unless the loss was caused by SHA's negligence. Tenant shall rely on renter's insurance for loss of food, clothing damage, or other similar loss.

Without SHA prior written consent, Tenant shall not install or operate on the premises any appliance, machinery, or other equipment including, but not limited to, dishwashers, freezers, air conditioners, heaters, or other similar appliances, machinery, or equipment. Tenant may not attach any antennas, including satellite dishes or mini-satellite dishes, upon either the interior or exterior of the premises.

## **14. MOLD AND MILDEW**

- 1) **MOISTURE ACCUMULATION.** Tenant shall remove and take preventive measures to avoid any moisture accumulation in or on the premises, including on walls, windows, floors and ceilings, and bathroom fixtures. Tenant shall take preventive measures by using the exhaust fan in the kitchen, use exhaust fans in the bathroom when bathing/showering, mop up spills and thoroughly dry affected area as soon as possible after occurrence, and keep climate and moisture in the unit at reasonable levels.
- 2) Tenant must notify SHA, immediately, of the presence of the following conditions both in the unit or anywhere on the premises:
  - a) A water leak, excessive moisture, or standing water.
  - b) Mold/Mildew growth that persists after Tenant has tried to remove it with household cleaning solution such as Lysol, Pine Sol disinfectants, Tilex Mildew Remover, Clorox, or a combination of water and bleach.
  - c) A malfunction of the heating, air conditioning, or ventilation system.
- 3) Violation of this Section shall be deemed damage to the premises and Material Noncompliance of the Lease.
- 4) Tenant shall be held liable for damages sustained to the unit or to any person or property as a result of Tenant's failure to comply with the terms of this Section. SHA shall not be liable to Tenant, guests, or any other persons for any damage or injury to person or property sustained as a result of Tenant's failure to comply with the terms of this Section.

## **15. LOCKS AND KEYS**

At move-in Tenant was provided with two (2) apartment keys and one (1) storage key.

- 1) Tenant is not to copy any SHA provided key.
- 2) Tenant is not to tamper with locks, install additional locks, or different locks.
- 3) Tenant agrees to immediately notify SHA of any lost or stolen key.
- 4) Tenant is responsible for securing all keys and is responsible for all costs related to lost, stolen, damaged keys, locks, and lock out calls. Tenant will be charged at SHA's current schedule of maintenance charges.

## **16. PEST CONTROL**

- 1) **Tenant's Responsibilities:** Upon move-in, Tenant shall conduct a thorough inspection of the Property for pests. If Tenant fails to report ANY pest infestation and/or problems with the Property within ten (10) days, it shall be an

acknowledgment by Tenant that the Property is in an acceptable and pest-free condition. Tenant agrees to take reasonable steps to prevent, control and report any signs of pests immediately to SHA and that notification shall constitute Tenant's permission for the SHA to enter the Property to inspect. Tenant agrees to inspect the Property and his/her personal property for signs of pests on a routine basis.

- 2) SHA's Responsibilities: SHA agrees to inspect the Property prior to renting the Property for pests and to pre-treat the home in the event that any pests are detected. In the event that pests or vermin are detected in the Property and reported by the Tenant, SHA agrees to take all reasonable steps necessary to control or destroy the pests by using the proper protocol as determined by a licensed pest control service. This requirement in no way limits the SHA's right to use staff to remedy the situation. SHA agrees to take all reasonable steps to address any identified pest issue.
- 3) SHA will conduct regular (suggest monthly) pest inspections. Tenant agrees to permit such inspections to occur. Upon the discovery of any pest issue, if appropriate, any necessary treatment will immediately be applied. Otherwise, if it is neither appropriate nor practicable to provide immediate treatment, SHA shall provide a written notice for treatment to the Tenant. The notice will be posted on the tenant's door and/or sent electronically to the tenant regarding the treatment. Tenant agrees to prepare the Property and their personal property for any pest control treatment. Tenant further agrees to comply with all recommendations and requests from SHA and pest control specialists prior to the professional treatment including but not limited to, placing all food in properly sealed containers, and cleaning the home and all food preparation areas on a daily basis.
- 4) General Provisions: Tenant agrees that they will not knowingly, carelessly or negligently bring any items into the Property that may be infested with pests or create any condition that would cause pest issues. Tenant agrees to keep the home in a clean and debris free condition. If Tenant does not have the Property properly prepared for the initial treatment, the Tenant agrees to be liable for that service fee. Tenant agrees that breach of any of these obligations will constitute Material Noncompliance of the Lease Agreement and may result in an eviction action and/or a claim for the damages incurred by SHA.
- 5) Tenants may be asked to cover expenses associated with bedbug infestation if they decline to cooperate, interfere with or fail to allow necessary inspections and procedures; or, if the bedbug infestation was caused by negligence or carelessness on the part of the tenant.
- 6) Tenant acknowledges this Section does not guarantee or warrant a pest-free environment. Tenant acknowledges and understands that SHA's ability to police, monitor, or enforce the terms of this Section is largely dependent upon Tenant's voluntary compliance and cooperation.
- 7) Bedbugs: If bedbugs are discovered in the property or in a surrounding property, the Tenant agrees to comply with additional steps including but not limited to any protocol provided by the pest control company and:
  - a) Placing all bedding, drapes, and rugs in sealed plastic bags to be transported for laundry or dry cleaning. Wash and dry all machine-washables in the hottest setting. Dry clean any items that are not washable and notify the dry cleaner of the issue so that proper steps may be taken to remedy the issue.
  - b) With prior SHA approval, remove or destroy all infected mattresses or other personal property in sealed plastic and away from the common trash disposal area. Discard any other items that cannot be treated in the same manner.
  - c) Emptying all closets and furniture in the area during treatment and not returning any of those items until they have been cleared by the pest control specialist. Follow instructions on how to properly clean or destroy any infected items.
  - d) Deeply vacuum all areas of the unit including but not limited to closets and furniture. Follow instructions on how to properly discard vacuum contents.
  - e) Move all of the furniture away from the walls and leave access to closet areas.

## **17. RENTERS INSURANCE**

Tenant acknowledges that the SHA is not an insurer of Tenant's property and is encouraged to have renter's insurance to cover any losses. The SHA suggests that the Tenant purchase renter's insurance from the company of their choice for protection of their household items. The SHA is not responsible for items owned by the resident, this includes food.

## **18. SAFETY EQUIPMENT**

Removing, obstructing, tampering, or attaching anything to any component of any provided Safety Equipment is prohibited. Safety Equipment may include, but is not limited to, smoke detectors, carbon monoxide detectors, and fire extinguishers. Tenant must immediately notify SHA of any faulty or damaged Safety Equipment or discharged fire extinguisher.

Smoke alarms and carbon monoxide detectors are installed according to manufacturer's installation instructions and local and State codes and ordinances. All smoke alarms, carbon monoxide detectors, and batteries will be dated upon installation.

Smoke alarms and carbon monoxide detectors may be checked by SHA personnel when entering the unit to complete work orders, annual unit inspections, heating and mechanical inspections, and housekeeping inspections.

Faulty smoke alarms, carbon monoxide detectors, and/or batteries will be repaired/replaced by the SHA at no cost to the Tenant. Tenants are responsible for notifying the SHA immediately regarding faulty smoke alarms and/or batteries.

- The first time SHA personnel find a smoke alarm and/or carbon monoxide detector disarmed, tampered with, or damaged, the SHA will replace the battery and/or replace/repair the smoke alarm and/or carbon monoxide detector for Tenant and a lease violation will be issued.
- If a second offense occurs, a second lease violation will be issued.
- If at any time during the Tenant's tenancy a third offense occurs, termination of tenancy will occur.

## **19. TRASH AND RUBBISH**

- 1) Tenant shall ensure that trash and other materials are not permitted to accumulate so as to cause a hazard or be in violation of any health, fire or safety ordinance or regulation.
- 2) Tenant shall ensure that trash is not permitted to accumulate and that it is placed in the trash containers provided for that purpose daily. Trash is to be removed in appropriate leak proof bags tied tightly shut. Tenant is responsible for any damage/cleaning as a result of leaking trash bags in any common area.
- 3) Tenant shall ensure that household trash is not placed in designated recycling containers.
- 4) Disposal of furniture, equipment, mattresses, paints, chemical cans, batteries, tires, electronic devices such as televisions, computers or computer equipment, and other oversize items too large to fit in trash containers are prohibited from being left in the trash area, common area, or on the street. Tenant is responsible for proper disposal of such items. Failure to follow this section may result in additional disposal charges being billed to Tenant.
- 5) Tenant shall refrain from disposing of any combustible or hazardous material in trash containers or recycling containers.
- 6) Tenants are required to break down all cardboard boxes, separate recycled materials including glass, plastic, and aluminum and put in proper recycle containers.
- 7) Tenants must bring trash to the dumpster and place the trash into the dumpster. Trash is not allowed to be placed on the exterior of the unit.

## **20. VEHICLES ON THE PREMISES**

SHA is not and shall not be deemed to be responsible for any damage to vehicles or to contents of such vehicles. Tenant grants SHA the undisputed right to remove, without notice and at the vehicle owner's expense, unauthorized vehicles or vehicles parked in violation of the Lease and / or House Rules.

Tenants shall not keep vehicles on the property unless they are properly licensed, registered, and in an operable condition. Vehicles licensed for street use must be parked in designated parking. Any vehicles which do not display current licenses and/or which are in an inoperable condition (flat tires, broken windows, leaking fluids, etc.) will be towed at the vehicle owner's expense. Vehicles must be moved every twenty-four (24) hours as proof they are operable or anytime the SHA requests.

Prohibited Vehicles:

- Campers, trailers, oversized vehicles, and commercial vehicles.
- Vehicle(s) that do not fit within the designated parking space.
- Vehicles that block, hinder, or prohibit the use of the parking area by other Tenants.
- Gas or battery powered recreational vehicles of any kind, i.e., off road motorcycles, 4-wheelers, golf carts and other ATV's.
- Plows that are not attached to a truck are not allowed to be stored on site.
- Vehicles leaking any type of fluid such as oil, gas, transmission fluid; or
- Any vehicle is considered to be a hazard to person or property.

Tenants are prohibited from performing vehicle repairs or maintenance on the premises, including, but not limited to, jacking up a vehicle, changing oil or any other fluids, changing brakes or any other work of a maintenance nature.

Tenants are responsible for the cleaning up and/or cost to clean up and/or repairs.

## **21. PARKING**

Parking spaces are not regulated by the SHA. There is sufficient space near each apartment for every unit to park one (1) vehicle. It is your responsibility to work out satisfactory arrangements with your neighbors.

Vehicles are not permitted on the lawns, and alley parking is not permitted.

The SHA will not permit non-operational vehicles to be parked on SHA property. Non-operating vehicles will be towed at owner's expense if not moved within a specified time.

## **22. SNOW REMOVAL/YARD CARE**

Tenant must move their vehicle when notified of snow removal.

SHA is not and shall not be deemed to be responsible for any damage to vehicles or Tenant property as a result of snow removal.

SHA Will follow City Code in relation to snow removal.

Gardens and flowers beds are prohibited beyond patio. If the tenant fails to maintain these areas this will be considered a violation of the lease and will be charged a maintenance fee based on the schedule of maintenance charges.

## **23. CODE OF CONDUCT**

- 1) Tenant agrees to exercise discretion and consideration with SHA, SHA's staff, other Tenants, and visitors at all times and to conduct themselves responsibly in all aspects of their personal behavior. Verbal and /or physical abuse will not be tolerated and is grounds for lease termination. Tenants may not interfere with the management of the building. Tenants are encouraged to use problem solving procedures to resolve disputes with SHA or other Tenants.
- 2) Physical violence, discrimination, harassment, and sexual harassment are prohibited. Any Tenant, who intentionally physically abuses, harasses, threatens, intimidates, or endangers the health or safety of other Tenants, SHA, SHA's staff, or agents may be charged with a violation of this section and be subject to lease termination. This includes acts of physical violence and harassment. Such acts include, but are not limited to, fights, domestic altercations or violence, sexual abuse, or use of a weapon of any type. Harassment, intimidation, discrimination, coercion, pranks, and threats in-person and via telephone calls, e-mails, instant messages, or other electronic means, including social media sites, regardless of the intention behind the actions, is prohibited. Such behavior may also result in immediate lease termination. The above list of examples is for illustrative purposes only and is not all inclusive. Any conduct that is an offense under any Federal, State, or local law shall be a violation of Lease.
- 3) Tenant and guests shall at all times conduct themselves in such a manner as to not interfere with the enjoyment, comfort, and safety of other Tenants. In this connection, the Tenant shall not create or maintain a nuisance, make or permit unnecessary noise or any odor to emanate from his/her unit which is objectionable to other Tenants or allow other offensive conduct to occur in or about the premises. No television set, radio, phonograph, or other sound producing system, musical instrument or other equipment shall be played or operated in a loud manner, at unreasonable times, or in any manner detrimental to the comfort and pleasure of other Tenants. Tenant and guests shall refrain from creating, or allowing to be created, any noise that is disturbing to other Tenants between the hours of 10 PM and 7 AM.
- 4) Tenants and guests must not interfere with the rights of neighbors, damage property of others, or create physical hazards.
- 5) Use of any video, photo, and/or recording equipment or computer technology in a manner that impermissibly infringes upon another person's right to privacy is prohibited.
- 6) The use of firearms, BB guns, pellet guns, sling shots or arrows is prohibited on the premises.
- 7) The sale, use, possession, or distribution of illegal drugs or sale of alcoholic beverages is prohibited.
- 8) Consumption of alcohol on the grounds, parking lot, street, or any other common areas is prohibited.
- 9) Loitering or any conduct that constitutes loitering or prowling under the laws of this City and State is prohibited. Entry into an area which is not open to the public at the time of entry is prohibited.
- 10) Tenants may not use premises, including the unit, for any commercial purpose whatsoever without the permission of the SHA.

- 11) Tenants and their guests are not allowed to use or take items of property belonging to SHA or staff without express permission. Supplies, carts, ladders, hand trucks and other facility equipment may not be used or taken from the facility premises. Unauthorized removal is considered theft.
- 12) Tenant agrees to provide timely and accurate statements of income, assets, expenses, and family composition.
- 13) Tenant will not provide false or misleading information to SHA staff at any time.

## **24. GUESTS AND VISITORS**

- 1) Supervision of Guests: Tenant is responsible for the conduct and/or violations of the Lease and/or House Rules by guests and visitors.
  - a) Guests Length of Stay: A guest may not stay in a Tenant's unit for more than 14 days annually. Tenant agrees to supply objective proof of guest's residence, if SHA so requests, based on SHA's reasonable belief that Tenant's guest has exceeded the limits set forth in the Lease. SHA may terminate the Lease and file an eviction action for violation of this section.
  - b) Guests are not permitted to be present in the unit when Tenant is absent from the premises, "house-sitting" is not allowed.
- 2) Tenant must not invite onto the premises any person to whom a Trespass Notice or Advisory has been issued by the SHA, law enforcement or a court action.

## **25. PET POLICY**

SHA authorizes ownership of common household pets with SHA's prior written approval. Unauthorized pets are prohibited. This policy does not apply to service, support assistance or therapy animals that are used to assist person with disabilities but must be approved through the reasonable accommodation process.

- 1) Tenant must have prior written approval from the SHA before moving a pet into their unit.
- 2) All dogs and cats must be verified by a licensed veterinarian as to being spayed or neutered before at or before 6 months of age.
- 3) Pets must be appropriately inoculated against rabies, distemper and other conditions prescribed by state and/or local ordinances. Pet owners must comply with all other state and local public health, animal control, and anti-cruelty laws including any licensing requirements. A certification signed by a licensed veterinarian or state or local official shall be filed annually with the SHA to attest to the inoculations.
- 4) Tenant must file with SHA a picture of the pet for identification purposes.
- 5) Once approved, a pet deposit of \$150.00 must be paid to the SHA.. Tenant may pay the pet deposit in installments of \$50 up front then \$10 per month until the full deposit is reached. The pet deposit will be refunded when the pet or family vacates the unit, less any amounts owed due to damage beyond wear and tear caused by the pet
- 6) Tenant is responsible for any damage caused by their pets, including the cost of fumigating, cleaning, any damage to the exterior or interior of the premises, grounds, flooring, walls, trim, finish, tiles, carpeting, or any stains, etc.
- 7) Tenant assumes full responsibility and liability for the pet and agrees to hold SHA harmless from any claims caused by an action or inaction of the pet.

### **A. Types and Number of Pets**

The SHA will allow only common household pets. This means only domesticated animals such as a dog, cat, bird, rodent (including a rabbit), fish in aquariums or a turtle will be allowed in units. Common household pets do not include reptiles (except turtles). If this definition conflicts with a state or local law or regulation, the state or local law or regulation shall govern. This definition shall not include animals that are used to assist persons with disabilities.

- 1) Only three pets per unit will be allowed, with only one pet being a dog or a cat.
- 2) Any animal deemed to be potentially dangerous or having a history of being a nuisance, destructive, or harmful to the health or safety of others, including attack or fight trained dogs, will not be allowed.
- 3) No animal may exceed thirty (30) pounds in weight projected to full adult size.

### **B. General Pet Rules**

- 1) A pet owner shall physically control or confine his/her pet during the times when SHA employees, agents of SHA or others must enter the apartment to conduct business, provide services, enforce lease terms, etc.
- 2) Dogs may not be left unattended in a dwelling unit for over nine (9) hours and cats cannot be left unattended for more than two (2) days. If the pet is left unattended and no arrangements have been made for its care, SHA will

have the right to enter the premises and take the uncared for pet to be boarded at a local animal care facility at the expense of the pet owner.

- 3) Excluding current household members, pet sitting by others (including other tenants) on the premises is prohibited. Pet owner is responsible for securing off site accommodations for the animal during extended absences.
- 4) Pet bedding shall not be washed in any common laundry facilities.
- 5) Pet owner must take appropriate actions to protect their pets from fleas and ticks.
- 6) All dogs must wear a tag bearing the pet owner's name and phone number and the date of the latest rabies inoculation.
- 7) Pets cannot be kept, bred, or used for any commercial purpose.
- 8) Pet owners are responsible for sanitary disposal of all waste products of pets, including the immediate removal of waste materials from outdoor areas. Pet waste must be in sealed plastic bags and placed in trash receptacles. Pet owners with cats shall maintain waterproof litter boxes for cat waste. Refuse from litter boxes shall not accumulate or become unsightly or unsanitary. Litter shall be disposed of in an appropriate manner.
- 9) Visiting pets must comply with all SHA pet rules. Tenant must inform the SHA prior to a visiting pet coming to the unit.
  - a) Nuisance or Threat to Health or Safety: The SHA, or an appropriate community authority, shall require the removal of any pet from a project if the pet's conduct or condition is determined to be a nuisance or threat to the health or safety of other occupants of the project or of other persons in the community where the project is located.
  - b) The pet and its living quarters must be maintained in a manner to prevent odors and any other unsanitary conditions in the owner's unit and surrounding areas.
  - c) Repeated substantiated complaints by neighbors or SHA personnel regarding pets disturbing the peace of neighbors through noise, odor, animal waste, or other nuisance may result in the owner having to remove the pet or move him/herself.
  - d) Pets who make noise continuously and/or incessantly for a period of 10 minutes or intermittently for one half hour or more to the disturbance of any person at any time of day or night shall be considered a nuisance.
  - e) If a pet causes harm to any person, the pet's owner shall be required to permanently remove the pet from the SHA's property within 24 hours of written notice from the SHA. The pet owner may also be subject to termination of his/her dwelling lease.
- 10) In the event of illness or death of pet owner, or in the case of an emergency which would prevent the pet owner from properly caring for the pet, the SHA has permission to call the emergency caregiver designated by the pet owner or the local law enforcement to take the pet and care for it until family or friends would claim the pet and assume responsibility for it. Any expenses incurred will be the responsibility of the pet owner.

A pet owner who violates any conditions of this policy may be required to remove his/her pet from the development within 10 calendar days of written notice from the SHA. The pet owner may also be subject to termination of his/her dwelling lease.

The SHA's grievance procedures shall be applicable to all individual grievances or disputes arising out of violations or alleged violations of this policy.

#### **I. Designated Pet Areas**

With the exception of assistance animals, no pets shall be allowed in any common area including the community room, community room kitchen, laundry rooms, public bathrooms, lobby, beauty shop, hallways, or office in any of our sites.

Pets must always be kept in the pet owner's apartment. Pets must be properly restrained when outside the pet owner's apartment either by a leash or in a pet carrier. Pets are not allowed to run loose or be unattended in any interior or exterior common area. Tethering or tying an assistance animal outside is prohibited. Pet owner cannot alter their unit, patio, premises, or common areas to create an enclosure for any assistance animal. Installation of animal doors is prohibited. Pets will be allowed only in designated areas on the grounds of the property if the SHA designates a pet area for the particular site.

## **26. GENERAL OCCUPANCY**

The tenant must live in the unit and the unit must be the Tenant's only place of residence. The Tenant shall use the premises only as a private dwelling for those listed on the lease.



- 1) **Temporarily absent:** A person or persons not actually residing in a unit for a period of time while still maintaining control of the unit. If the absence exceeds 30 days, the SHA must agree to the absence through extenuating circumstances or reasonable accommodation. At no time will the entire household be absent exceeding 6 months.
- 2) **Permanently absent:** A person or persons not actually residing in the unit who once lived there and does not intend to return. One becomes permanently absent when one vacates the unit. With the exception of any HUD regulated occupancy rules in relation to those permanently confined to a nursing home, as long as there is at least one eligible remaining household member.

## **27. INSPECTION AND ACCESS BY MANAGEMENT**

Prior to Tenant's occupancy, Management and Tenant shall inspect the dwelling unit noting the conditions of the grounds, dwelling unit and equipment. Both Tenant and Management agent shall sign the inspection report and both Tenant and Management shall retain a copy.

Inspection of the unit shall be conducted at least once annually, and Tenant agrees that the duly authorized agent, employee, or Management representative will be permitted to enter Tenant's dwelling unit for the purpose of examining the condition thereof or for making improvements or repairs. Such entry may be made only during reasonable hours upon no less than 48 hours advanced written notice having been delivered to Tenant's premises of the date, approximate time and purpose, provided, however, that Management shall have the right to enter Tenant's dwelling without prior notice to Tenant if Management reasonably believes that an emergency exists, which includes, but is not limited to health or sanitation problems, which requires such entrance. Management must promptly notify Tenant in writing of the date, time, and purpose of such entry, and of the emergency that necessitated it. In the event that Tenant and all adult members of his/her household were absent from the premises at the time of entry, Management's agent, employee, or representative shall leave in the dwelling unit a written statement specifying the date, time and purpose of entry, prior to leaving the unit.

## **28. ABANDONMENT**

The Superior Housing Authority will consider a unit to be abandoned when a resident has both fallen behind in rent AND has clearly indicated by words or actions an intention not to continue living in the unit.

When a unit has been abandoned, a Superior Housing Authority representative may enter the unit and remove any abandoned property. It will be stored in a reasonably secure place. A notice will be mailed to the resident stating where the property is being stored and when it will be sold. If the Superior Housing Authority does not have a new address for the resident, the notice will be mailed to the unit address so it can be forwarded by the post office.

Any abandoned property will be disposed of in accordance with State Law.

## **29. VACATING**

- 1) Rent is due in full for the month, even if notice to vacate has been given. Tenant must provide proper written notice of intent to vacate as described in the Lease. Failure to give proper notice could result in additional charges. Tenant is responsible for rent, utilities, damages, and other charges incurred until such time as the Lease ends, Tenant has physically moved all possessions out of the unit, and Tenant has returned all keys to SHA.
  - a) Tenant must vacate by noon on the day the Lease ends.
- 2) After Tenant has moved from the unit, SHA will inspect the unit and complete another Unit Inspection Report. SHA will permit Tenant to participate in this inspection if Tenant so requests.
- 3) SHA will refund an amount equal to the Security Deposit, less any amount needed to pay the cost of:
  - a) Unpaid Tenant Rent, late fees, Tenant utilities for which the SHA becomes liable for, or other money owed to SHA under the Lease.
  - b) Tenant damage, waste, or neglect of the premises.
  - c) Excess cleaning and cleaning supplies.
  - d) Repair or replacement of any missing or damaged permanently attached fixture or other property belonging to the SHA including, but not limited to, appliances, window coverings, lighting, flooring, garage door openers, and keys.
  - e) Removal of all debris and rubbish and storage and disposal of personal property.
- 4) SHA agrees to refund the amount of Security Deposit in a manner consistent with state law after the Tenant has permanently moved out of the unit and returned possession of the unit to SHA.

- 5) If charges are due after moving out, Tenant can request a payment arrangement to fully satisfy the debt over a reasonable length of time. If Tenant fails to pay or make arrangements to pay, SHA will send a notice of the amount owed indicating that if payment is not received within ten (10) days, the amount will be turned over to a Collection Agency.
- 6) A collection fee will be charged to Tenant for any debts owed to the SHA that are collected by a collection agency. This fee will equal the amount charged by the collection agency and will be in addition to the debt itself.
- 7) Tenant has an obligation to return the property in the same condition it was received in, while an item can be worn and aged, it must still be clean.
- 8) Tenant must supply a forwarding address to SHA.

**A. Instructions for Unit Condition when Vacating**

As required in the Lease, Tenant agrees to leave unit as it was when Tenant moved into it, less normal wear and tear.

- 1) General: Special attention should be given to cleaning areas not normally viewed by some, such as cupboards, closets, drapery rods, and ceilings.
- 2) All personal belongings are to be removed. The unit must be empty, free of trash, boxes, newspapers, furnishings, etc.
- 3) Walls, Doors, and Woodwork: All wall coverings must be removed and the walls returned to good condition, free of holes or other blemishes. Check painted surfaces and wash off dirt, finger marks, etc. Scrub all doors, woodwork, electric & light switches/covers with cleaner and water. All should be free of dust and cobwebs.
- 4) Windows: Clean all window seals with cleaner and water, tracks should be free of all dirt, etc. Clean glass with a window cleaner.
- 5) Blinds: Clean blinds with cleaner and water.
- 6) Closets: Clean the shelves and hanger rods with cleaner and water.
- 7) Ceilings: Remove all cobwebs from ceilings. Remove light globes, replace burned out light bulbs, clean globes, and fixtures, and then replace.
  - a) Light fixtures were supplied with working light bulbs in all lighting fixtures upon move-in. Tenant is responsible for cost and replacement of light bulbs. When vacating the premises, Tenant agrees to have, with the exception of fluorescent fixtures, all working light bulbs installed in each fixture.
- 8) Bathroom: Clean toilets, sink and tub with scouring powder and rinse well. Remove hard water and soapy build up. (Special hard water cleaning agents may be needed around faucets and spigots or on shower walls.) Walls, woodwork, and medicine cabinets should be cleaned thoroughly.
- 9) Kitchen: Scrub counters, cupboards (inside and out), drawers and shelves. Extra work may be needed on walls, around stove and refrigerator.
- 10) Clean all appliances inside and out.
  - a) Stove: Remove racks and pans inside of oven and remove burners from top. Clean thoroughly inside and out. Only use oven cleaner if the oven is not self-cleaning. Clean under burner pans and replace them with new pans as needed. Clean exhaust fan filter. Reassemble and check to see that all burners and oven are operational.
  - b) Off- mold growth as a result of leaving the refrigerator turned off is considered tenant damage.
- 11) Floors: Clean floors by vacuuming and mopping.

**30. NOTICE OF DOMESTIC ABUSE PROTECTIONS**

- 1) As provided in section 106.50 (5m) (dm) of the Wisconsin statutes, a tenant has a defense to an eviction action if the tenant can prove that the landlord knew, or should have known, the tenant is a victim of domestic abuse, sexual assault, or stalking and that the eviction action is based on conduct related to domestic abuse, sexual assault, or stalking committed by either of the following:
  - a) A person who was not the tenant's invited guest.
  - b) A person who was the tenant's invited guest, but the tenant has done either of the following:
    - i) Sought an injunction barring the person from the premises.
    - ii) Provided a written statement to the landlord stating that the person will no longer be an invited guest of the tenant and the tenant has not subsequently invited the person to be the tenant's guest.

- 2) A tenant who is a victim of domestic abuse, sexual assault, or stalking may have the right to terminate the rental agreement in certain limited situations, as provided in section 704.16 of the Wisconsin statutes. If the tenant has safety concerns, the tenant should contact a local victim service provider or law enforcement agency.
- 3) A tenant is advised that this notice is only a summary of the tenant's rights, and the specific language of the statutes governs in all instances.
- 4) The Tenant has been advised of their rights under VAWA.

## **31. TENANT PROCEDURAL RIGHTS**

### **A. Termination of Tenancy and Assistance**

- 1) **Termination Notification.** The SHA shall provide adequate written notice of termination of the lease which shall not be less than:
  - a) A reasonable period of time, not to exceed 5 days:
    - i) If health or safety of other tenants, owner employees, or persons residing in the immediate vicinity of the premises is threatened; or
    - ii) In the event of any drug-related or violent criminal activity or any felony conviction.
  - b) Not less than 14 days in the case of nonpayment of rent; and
  - c) Not less than 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.
- 2) **Termination of Assistance.** In all other cases, the requirements at 24 CFR § 880.603, the Multifamily HUD Model Lease, and other HUD multifamily administrative guidance shall apply.

### **B. Grievance Process**

- 1) In addition to program rules that require that tenants are given notice of covered actions under 24 CFR Part 245 (including increases in rent, conversions of a project from project-paid utilities to tenant-paid utilities, or a reduction in tenant paid utility allowances, etc.), the following procedural rights will apply in accordance with the requirements of section 6 of the Act:
  - a) Tenants will be provided with notice of the specific grounds of the SHA's proposed adverse action, as well as their right to an informal hearing with the SHA.
  - b) Tenants will have an opportunity for an informal hearing with an impartial member of the SHA's staff within a reasonable period of time. An "impartial member of the SHA's staff" shall mean any person designated by the SHA who was not directly involved in making the specific decision being challenged and is not a subordinate of the person who made the decision.
  - c) Tenants 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 SHA as the basis for the adverse action. With reasonable notice to the SHA, prior to the hearing and at the tenants' own cost, the tenant may copy any documents or records related to the proposed adverse action.
  - d) The SHA will provide the tenant with a written decision within a reasonable period of time stating the grounds for the adverse action, and the evidence the SHA relied upon as the basis for the adverse action.
- 2) The SHA will be bound by decisions from these hearings, except if:
  - a) The hearing concerns a matter that exceeds the authority of the impartial party conducting the hearing; or
  - b) The decision is contrary to HUD regulations or requirements, or otherwise contrary to federal, State, or local law governing the special housing determination.

If the SHA determines that it is not bound by a hearing decision, SHA must promptly notify the resident of this determination, and of the reasons for the determination.

### **C. Family Right to Move.**

Each family has the option to obtain tenant-based rental assistance (commonly known as a Housing Choice Voucher) from SHA, subject to certain program limitations, at any time after the second year of occupancy. Before providing notice to terminate the lease, the family must first contact the PHA to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental assistance is not immediately available, the PHA shall give the family priority to receive the next available opportunity for tenant-

based rental assistance. After the PHA offers the family the opportunity for tenant-based rental assistance in accordance with HUD requirements and after the family has secured a lease with such tenant-based rental assistance, the family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease.

### **32. LANDLORD LEGAL REMEDIES AND LEGAL RIGHTS**

SHA remedies and legal rights under these House Rules are cumulative. The use of one or more remedy or right shall not exclude or waive any other remedy or right. SHA may seek legal remedy for collecting rent and other charges accrued by Tenant.

- 1) In the event the Tenant does not vacate voluntarily upon termination, SHA may bring an Eviction Action.
- 2) Acceptance by SHA of less than the full amount of rent or other amounts due from Tenant does not waive SHA's right to recover possession of the unit for Tenant's nonpayment of the balance owed amounts.
- 3) Non-Waiver Provisions: Acceptance of rent or other amounts due from Tenant, completion of certifications, and execution of a new lease do not waive SHA's right to terminate the Lease or evict Tenant for past or existing violations of any term of the Lease.

### **33. LEGAL NOTICES**

As prescribed in Wisconsin Statute 704.21, any notice required hereunder will be sufficient.

- 1) By giving a copy of the notice personally to the Tenant or by leaving a copy at his/her usual place of abode in the presence of some competent member of the family at least 14 years of age who is informed of the contents of the notice.
- 2) By leaving a copy with any competent person apparently in charge of the rented premises or occupying the premises or a part thereof, and by mailing a copy by prepaid first class mail properly addressed to the Tenant at Tenant's last known address.
- 3) If notice cannot be given under paragraph A or B with reasonable diligence, by fixing a copy of the notice in a conspicuous place on the rented premises where it can be conveniently read and by mailing a copy by regular or other mail to the Tenant's last known address.
- 4) By mailing a copy of the notice by registered or certified mail to Tenant's last known address.
- 5) By serving Tenant as prescribed in Statute 801.11 for the Service of A Summons.
- 6) If the tenant is visually impaired, all notices must be in an accessible format.

Notice from Tenant to Management must be in writing and either delivered or sent by first class mail postage prepaid, to: Management, 1219 North Eighth Street, Superior, WI. Notices that are mailed will be acknowledged by postmark as notice day.

Should Management suspect that Tenant has vacated without notice, and rent has not yet been paid for that month, a 48-hour notice of entry shall be delivered to the unit. If Tenant does not respond within the 48 hours, and upon entry, Management finds that the unit appears abandoned, Management shall have the right to take possession of said unit and dispose of remaining contents as indicated in the waiver the Tenant signed at the beginning of tenancy. If no waiver has been signed, property will be disposed of as described in Statute 704.05.

By signing the House Rules, I am stating I have read, understand, and agree to abide by all terms of the House Rules as set forth above during the initial term and any extension thereof.

Signatures

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superior Housing Authority

\_\_\_\_\_  
Date