

## Community House Rules for RAD Properties

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The following Community House Rules have been established under the Rental Assistance Demonstration (RAD) program. The Community House Rules are in addition to the requirements of the HUD Model Lease and are affixed to the lease agreement as Attachment #3.

Repeated violations of the Community House Rules will be considered a serious violation of the lease agreement. Your cooperation in following the established property rules and regulations will be greatly appreciated by Management.

### RENT

- Rent is due on the 1st day of the month and is payable by the 5th day of the month.
- If the rent is not paid by the 5th day of the month a late charge of \$5.00 will be assessed on the 6th day of the month. Thereafter, a charge of \$1.00/day will be assessed for each additional day the rent remains unpaid during the month it is due.
- A dispossessory warrant will be filed on or after the 20th of the month for nonpayment of rent.
- Management will accept cash, personal checks, money orders, cashier's checks, or bank checks for payment of rent.

### RETURNED CHECKS

- Management will charge a fee equal to the bank charge for the second time a personal check is not honored for payment. If the Resident's personal check is not honored a third time, future rental payments must be made in a guaranteed form such as money orders, cashier's checks or bank checks.

### LOCKOUTS & KEYS

- In the event you are locked out of your unit after office hours, there will be a minimum charge of \$27.00 for assisted entry.

### PERSONAL PROPERTY

- Management recommends that all Residents obtain Renter's Insurance to cover damage and/or loss of their personal property. All personal property placed in the apartment or on the premises by a Resident or guests shall be at the Resident's sole risk, and Management shall not be liable for any damage, loss, theft, or destruction thereof unless caused by the negligence or intentional acts of Management.

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## MAINTENANCE AND WORK ORDER REQUESTS

- Residents are responsible for immediately reporting needed maintenance items and/or damages or unsafe conditions which are known to or observed by the Resident either in common areas of the neighborhood or in the dwelling unit or premises leased by the tenant.
- For routine maintenance requests during normal business hours of 8:00 am - 5:00 pm, Monday - Thursday, please contact the office at 478-836-3530. All service requests must be addressed through the Leasing Office.
- After hours emergency service can be obtained by calling 478-955-8130.

## APARTMENT ALTERATIONS

- Alterations to the interior of the apartment are not permitted. Alterations include, but are not limited to, unauthorized painting, changing or adding door locks, wallpapering, paneling, use of contact paper on walls, cabinets, counters, doors, etc., or erecting structures or fences on the premises. Residents shall pay all repair or restoration costs incurred by Management due to the Resident's violation of this rule.

## SANITATION AND CLEANLINESS

- It is the responsibility of Residents to dispose of all garbage, rubbish, and other waste from the premises in a sanitary and safe manner, to place containers in the area designated for the collection of garbage on a scheduled basis, and otherwise comply with the sanitation ordinances of the City of Roberta. The resident agrees to comply with all obligations imposed by the applicable provisions of the building and housing code and City Sanitation Codes posted at the Management office.
- The resident agrees not to store gasoline or any flammable or explosive substances, not including matches, inside the dwelling unit, or in any building auxiliary to the dwelling unit. Storage of any flammable or explosive substance by the resident or his guest will be considered a serious violation of the lease.
- Residents take responsibility for the control of pests, vermin, and offensive odors stemming from unsanitary housekeeping practices.
- Residents agree to cooperate with Management in pest control inspections and treatment.
- All residents must comply with the sanitation ordinances of City of Roberta. Garbage pickup service is on Tuesday of each week.
- All garbage must be outside before 8:00 a.m., and placed in garbage bags, or it will not be picked up.

## PERSONAL CONDUCT

- Residents must refrain from engaging in or allowing household members and guests to engage in unlawful or disorderly conduct, or in conduct that is a hazard to safety, creates a nuisance, or disturbs other residents in the quiet enjoyment of their dwelling and neighborhood facilities.

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- Residents are to refrain from illegal activity which impairs the physical or social environment of the neighborhood including but not limited to the sale of alcoholic beverages, drug related criminal activity, or violent criminal activity on the premises, or near the premises, in the common areas, and on the property grounds.

## USE OF COOKING GRILLS

- Residents agree to only use grills in their respective back or sides of yards. Any grill found in common areas will be removed and discarded.
- Grills should be maintained in a clean and serviceable condition. Small grills (portable) must be dismantled and cleaned prior to storage. Gas grills may not be stored inside the apartment.
- Residents must store charcoal lighter fluid away from the water heater, stove, or any other heat-producing appliance. Charcoal can be stored inside the apartments, but must be kept in a dry, cool area.
- Coals must be placed in a bag for disposal. Coals may not be dumped anywhere on the apartment grounds.
- Grills must be kept at least five feet from the building and more than 25 feet from vehicles while the grill is in use. Under no circumstances shall a grill be used on or near a covered porch. Excessive heat can melt plastic panels used as porch overhangs and ceilings.
- Under no circumstances can a grill be used in an enclosed area due to toxic fumes generated from the charcoal and gas.
- Management is not liable for any damage or injury resulting from the Resident's use of cooking grills. Residents will be found responsible for any damage to buildings, grounds, etc., as a result of the improper use of grills. Management does not allow any construction of grills in the Resident's yard or on the premises.

## COMMUNITY APPEARANCE

- Residents are responsible for keeping the leased premises and surrounding exterior areas clean and free of litter and debris.
- Disposal of cigarette butts and/or other smoking materials on community grounds are strictly prohibited.
- No signs, advertisements, notices, or flyers shall be exhibited or affixed by any Resident or guest on any part of the exterior of the apartment, building, or any other community property without the express written consent of Management.
- Yard sales are not permitted on the property.
- No swimming pools, trampolines, basketball goals, gym sets, etc., are permitted on the property.
- Outdoor patio furniture is the only furniture allowed on porches.

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## **AUTOMOBILES AND OTHER MOTORIZED VEHICLES**

- The Resident agrees to park and cause his family members and/or guests to park automobiles and other motorized vehicles in designated parking areas only.
- Residents shall refrain and cause his family members and/or guests to refrain from parking and driving any motorized vehicles on lawns, sidewalks, and common areas other than appropriate streets and driveways.
- Residents are responsible for any damages to lawns and other property caused by improper operation or parking of motorized vehicles.
- All automotive vehicles improperly parked, inoperable, or with deflated tires, expired license plates, etc., will be subject to being towed at the Resident's expense.
- Residents are to refrain from making major repairs to any motorized vehicles while it is parked on Management's property or on a street bounding or running through the property. Major repairs shall be deemed to include without limitation, the following: removal of more than one tire or wheel, removal of transmission or motor, removal of major body components, placing a car on blocks, changing oil, and other such repairs.
- Residents are not allowed to wash cars on the property.

## **HANDICAPPED PARKING**

- The reserved designated spaces are to be occupied only by vehicles displaying the proper HANDICAPPED vehicle identification. Vehicles parked in handicapped designated spaces without proper handicapped identification will be subject to being towed at the owner's expense.

## **FIREARMS**

- The Resident agrees to act, and cause any member of the household, a guest, or another person under the Resident's control from displaying, carrying, discharging, or threatening the use of a firearm or other weapon while on or near such dwelling unit.
- This rule shall not interfere with a Resident's lawful right to possess a firearm within the confines of the Resident's dwelling unit. Residents who have a Georgia firearm license, or uses firearms for sporting events, target practice, hunting, or any other lawful purpose may carry their firearm directly to and from their apartment and vehicle provided that the gun is unloaded, in a carrying case; or disassembled, and carried in a non-threatening manner.
- Under no circumstances is a Resident, any member of the household, a guest, or another person under the Resident's control permitted to wear holstered or concealed firearms while on the property.
- Violations of any provision of this rule shall be considered a threat to the health and safety of other residents and Management staff.
- Residents are prohibited from bringing fire arms of any type into the rental office.
- No BB guns allowed (weapons), etc.

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## GUESTS, BOARDERS, SUBLETTING

- The dwelling unit shall be occupied only by persons named in the Resident's application to rent and shall be used for residential purposes only.
- Residents are responsible for their guests' behavior while on the property.
- No guest will be permitted to visit overnight or remain overnight on a regular basis for more than 14 nights within any twelve month period.
- Boarders or subletting the apartment is prohibited. Only those individuals listed in the rental application are permitted to reside in the apartment.
- No barred persons will be allowed in the apartment or on the premises. A barred person is defined as a person that has been served with a "barred notice" from Roberta Housing. The barred person will be considered a trespasser if he returns to any property owned and/or managed by Roberta Housing.

## HOME BUSINESSES

- No home businesses are permitted

## SMOKE DETECTORS

- It is a violation of the standard fire code to tamper with, remove, or otherwise disturb any smoke detector, fire hydrant or fire appliance (i.e., fire extinguisher) required to be installed or maintained in the unit, except for the purposes of extinguishing fire, recharging, making necessary repairs, or when permitted by the fire marshal. Violation of this ordinance may be punishable by law, and may result in immediate eviction.

## PET OWNERSHIP

- This property has a no-pet policy for new move-ins. However, in accordance with RAD regulations, residents at the time of the RAD conversion who had a legally registered pet may keep the pet. All residents with a pet must follow the provisions of the Pet Policy.

## PREVENTION OF BEDBUG INFESTATION

The best approach to bedbug management is to prevent an infestation from occurring. You can assist by doing the following:

- Checking for bedbugs on luggage and clothes when returning home from a trip.
- Looking for bedbugs or signs of bedbugs on secondhand items before bringing the items into the unit.
- Reporting any and all signs of bedbugs if found in your unit.
- Reducing clutter where bedbugs can hide.
- Regular checking of beds and laundering of linens.

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Residents are expected to fully cooperate with the treatment efforts of management and/or third party pest control contractors, including heat treatments. This also includes refraining from placement of infested furniture or other items in common areas such as hallways or breezeways. Resident cooperation is necessary in order to expedite the control of bedbugs and prevent spreading of infestations.

Management requires that Residents immediately report any signs of bedbug infestation in the apartment and fully cooperate with management in their attempts to keep the apartment and complex free from bedbug infestation. Failure to report an infestation or cooperate with remediation will be deemed a substantial violation of the lease agreement and possible grounds for termination of the lease. Management reserves the right to charge for subsequent bedbug treatment as a damage.

## UTILITIES

Residents shall be responsible for making application for and securing resident paid utilities from the utility provider as a condition of leasing the unit, and shall be responsible for all deposits and charges necessary to secure service and maintain uninterrupted service. Failure to maintain utility service resulting in a termination of a utility shall be considered a serious violation of the lease and grounds for eviction. In addition, the Resident shall be liable for any fire damages or any other damages suffered by Management or any other tenants caused by the Resident's failure to maintain utility services not furnished by Management. Residents have 24-hours to restore disconnected utilities.

## NON-SMOKING POLICY

Residents understand and agree that all buildings have been designated as "non-smoking." In addition, smoking in breezeways, sidewalks, laundry facilities, community building, office, and common areas or anywhere inside the building is strictly prohibited by residents, guests and employees. Residents and guests may smoke a minimum of 25 feet from all buildings which includes the Central Office. Any violation of this policy may be considered a substantial violation of your Lease Agreement.

## RESIDENT PROCEDURAL RIGHTS

### a. Termination of Tenancy and Assistance

The termination procedures for RAD properties require that owners provide adequate written notice of termination of the lease which shall not be less than:

A reasonable period of time, not to exceed 30 days;

- If health or safety of other tenants, owner employees, or persons residing in the immediate vicinity of the premises is threatened; or
- In the event of any drug-related or violent criminal activity or any felony conviction; or
- In the case of nonpayment of rent the notice period will be 14 days.

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## **b. Termination of Assistance**

In all other cases, the requirements at 24 CFR 880.607, the Multifamily HUD Model Lease, and other HUD multifamily administrative guidance shall apply.

## **c. Grievance Process**

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 with the requirements of section 6 of the Act in conjunction with the Roberta Housing's Grievance Procedure. RAD properties require that:

- Residents be provided with notice of the specific grounds of the proposed owner adverse action, as well as, their right to an informal hearing with the owner;
- Residents will have an opportunity for an informal hearing with an impartial member of the owner's staff within a reasonable period of time;
- Residents will have the opportunity to be represented by another person of their choice, to ask questions of witnesses, have others make statements at the hearing, and to examine any regulations and any evidence relied upon by the owner as the basis for the adverse action. With reasonable notice to the owner, prior to the hearing and at the residents' own cost, the resident may copy any documents or records related to the proposed adverse action; and
- The owner must provide the resident with a written decision within a reasonable period of time stating the grounds for the adverse action, and the evidence the owner relied upon as the basis for the adverse action.
- The owner will be bound by decisions from these hearings, except if the (1) hearing concerns a matter that exceeds the authority of the impartial party conducting the hearing, or (2) the decision is contrary to HUD regulations or requirements, or otherwise contrary to federal, State, or local law.
- If the owner determines that it is not bound by a hearing decision, the owner must promptly notify the resident of this determination, and the reasons for the determinations.

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## **VIOLENCE AGAINST WOMEN'S ACT PROVISIONS**

The Violence Against Women Reauthorization Act of 2013 (VAWA) and HUD regulations at 24 CFR 5.2005(b) prohibit Management from denying an applicant or terminating a tenant in any federally assisted housing program, including public housing, Section 8 PBRA, LIHTC, HOME, etc., on the basis that the applicant or tenant is or has been a victim of domestic violence, dating violence, sexual assault or stalking as long as the applicant or tenant otherwise qualifies for admission or continued occupancy.

The Tenant Selection Plan outlines in detail the procedures for reporting incidences of domestic violence, as well as, the property's Emergency Transfer Policy. Residents/ applicants will be provided a copy of HUD Form 5380 - Notice of Occupancy Rights Under the Violence Against Women Act which explains the rights and protections under VAWA, and HUD Form 5382 - VAWA Certification Form at move-in, application denial, or termination. The HUD 5382 may be submitted to Management to report incidences of domestic violence, dating violence, sexual assault, or stalking. HUD Form 5383 will be used to request a transfer under the VAWA Emergency Transfer Plan.



# ACKNOWLEDGMENT

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I have read and received a copy of the Community House Rules and agree to abide by these policies and procedures. I understand management at any time can make revisions.

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Management Agent

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Resident (Head of Household)

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Title

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Resident

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Resident

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Resident

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Resident

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Date