ATTACHMENT 3

HOUSE RULES

for

CHEYENNE HOUSING AUTHORITY MULTIFAMILY PROPERTIES

NOTE:

IN ADDITION TO THE TERMS OF THE LEASE ITSELF, THE CONTENT OF THESE HOUSE RULES INCLUDES ADDITIONAL TERMS OF TENANCY WHICH ARE INCOPORATED INTO THE LEASE AGREEMENT YOU SIGNED AND ARE THEREFORE BINDING ON YOU. IN ADDITION TO THESE HOUSE RULES, YOU ARE OBLIGATED TO FOLLOW ALL REQUIREMENTS, OBLIGATIONS, TERMS, AND CONDITIONS FOUND IN YOUR LEASE AGREEMENT, INCLUDING ANY CHA POLICIES WHICH ARE INCORPORATED BY REFERENCE INTO YOUR LEASE.

I. Rent

- A. Repeated late payment of rent is cause for Lease termination and eviction.

 Repeated late payment is defined as three (3) or more late payments within a twelve (12) month period.
- B. Rent and other charges can be paid by Cheyenne or Pine Bluffs residents at the CHA Office located at 3304 Sheridan Street in Cheyenne, Wyoming. If a Tenant comes to the applicable office to deliver a payment and the office is closed, Tenant may leave payment in the drop box at the side of the office building.
- C. Tenant must make payment in a form acceptable to Authority. No cash will be accepted. Tenant may make payment through a personal check, unless Tenant has previously had a check dishonored or otherwise returned unpaid by the financial institution upon which it was written. If a Tenant has had a check dishonored or otherwise returned unpaid, then Authority will no longer accept payments by personal check and Tenant must then make payments by cashier's check, money order, or other form of payment acceptable to Authority.
- D. The Authority will refuse acceptance of rent payments for less than the total amount owed. The Authority will not accept partial payments or payments for less than the full amount owed at the time. Tenant attempts to pay less than the full amount owed

will not exempt tenant from being charged a late payment fee. To avoid late fee, Tenant must make timely payment of the full amount owed to the Authority.

E. The tenant is responsible for paying the full rent amount the month they move out and then a prorated rent will be calculated after the keys are returned and applied to any amounts due or returned with any remaining security deposit amount due to the tenant. Any rent for a portion of the month shall be prorated based upon the number of days in the applicable calendar month. By returning the key(s) the tenant unambiguously indicates that they release possession of the unit to the CHA. The CHA will change the locks after the keys are returned.

II. Security Deposit

A. As per HUD 4350.3, Chapter 6, section 6-15F - The owner must comply with any applicable state and local laws governing the security deposit. Wyoming Landlord Tenant Law states that the security deposit should cover damages, unpaid rent, cleaning costs and any charges outlined in the Lease used to return the premises to their original condition. This state law conflicts with Section 8a of the HUD Lease that states that tenants will be eligible for a refund of the security Deposit only if the Tenant provides the Landlord with 30 day written notice of intent. As there is no clear cost associated in the contract to justify this requirement the CHA will not withhold the tenant's deposit as permitted by HUD 4350.3, Chapter 6, Section 6-4E "If any provision of a model lease conflicts with state or local law, the owner must follow the rule that is of most benefit to the tenant".

III. Transfers

If a tenant resides in a CHA dwelling unit with accessible or adaptable features, and that tenant does not require those accessible or adaptable features, then that tenant must transfer to another CHA unit if another tenant has need of those accessible or adaptable features. Upon offer and acceptance of a unit by virtue of transfer, the family will be allowed thirty (30) days to complete a transfer and execute all lease up documents. CHA will process the transfers according to the Tenant Selection plan

IV. Moving Out:

- A. Prior to a Tenant's noticed move-out date, Authority may conduct a pre-move-out inspection of the Premises using the process described in the Lease Section 20 Access by Landlord.
- B. Authority will conduct an inspection of the Premises after the time of Tenant vacating the Premises. Authority will permit the Tenant to participate in the inspection if the Tenant so requests. Any such request to participate in the inspection must be made in writing and include a current phone number where the Tenant can be reached.
- C. Tenant is responsible for the full amount of charges so assessed, even if the amount exceeds Tenant's security deposit.

D. Tenant agrees to turn in the keys at the time of vacating the unit. All keys must be returned. As described in the Lease, Section 9 Keys and Locks, Tenant will be charged to change locks if all keys are not returned at the time of move out. The Tenant is assumed to control the unit and therefore be responsible for ongoing rent until the keys are returned to the Authority or until the Tenant family has been removed from the unit as a result of an action by the Authority. The keys must be turned into the Authority office (and may be dropped in the drop box there if the office is not open at the time).

V. Other Charges:

In addition to rent, Tenant is responsible for the payment of certain other charges specified in the Lease or these House Rules within 30-days of notice of those charges. If the family is unable to repay the debt within 30-days, the CHA may enter into a repayment agreement as described in the Repayment Agreement Policy. If the family refuses to repay the debt, does not enter into a repayment agreement, or breaches a repayment agreement, the CHA will terminate assistance in accordance with the termination provisions in the Lease. Other charges include:

A. Maintenance and Repair Charges:

- 1.) Tenant is liable for and responsible to pay for the reasonable cost for services, maintenance, replacements, and repairs due to damage to Premises beyond normal wear and tear, caused by the carelessness, misuse, or neglect of Tenant, household members, or by guests/visitors of Tenant/household members. This includes damage to the Premises itself and to any fixtures, equipment, or Authority property in or on the Premises, including, but not limited to, such things as carpeting, flooring, walls, ceilings, closets, cabinetry, doors, locks, windows, appliances, plumbing, electrical systems, fire detection/suppression systems, roofs, utility connections, and all parts of building exterior.
 - a.) Tenant is also liable and responsible to pay for such damage done to common areas, exteriors, landscaping, parking lots, and any other parts of Authority owned property.
 - b.) Whether damage is chargeable to the tenant as beyond normal wear and tear is determined by the Authority on a case by case basis. Generally speaking, normal wear and tear is defined as deterioration that occurs in the normal course of a Tenant's occupancy of a unit without negligence, misuse, neglect, carelessness, or abuse of the premises, equipment, furnishings, or appliances.

Damage beyond normal wear and tear also includes the intentional or accidental loss or removal of fixtures, equipment, features, appliances, furnishings, or systems, whether in whole or in part. Damage beyond normal wear and tear may also include impacts on the Premises or any part thereof resulting from the Tenant's failure to comply with responsibilities under the Lease Agreement or these House Rules, or from conduct prohibited by the Lease Agreement or these House Rules.

2.) When the Authority determines that needed repairs or maintenance are not due to normal wear and tear, Tenant shall be charged and is obligated to pay for the cost of such repairs and maintenance, either in accordance with the Schedule of Maintenance Charges posted by the Authority or (for work not listed on the Schedule of Maintenance Charges) based on the actual cost to the Authority for the labor and materials needed to complete the work. If overtime work is required, overtime rates shall be charged.

B. Excess Utility Charges:

At developments where utilities are provided by the Authority, Tenant shall be charged and obligated to pay for excess utility consumption due to the operation of major tenant-supplied appliances such as air conditioners, freezers, extra refrigerators, dishwashers, space heaters, and compact clothes washers. Tenant shall also be charged and is obligated to pay for excessive use of any Authority supplied utility that is determined by the Authority to be above normal consumption for similar type units. This charge does not apply to utilities paid by the Tenant directly to a utility supplier. Appliance/Unit installation must be inspected and approved by CHA prior to use. Excess Utility Service Charges are listed in CHA's Maintenance Charge Schedule.

C. Unpaid Utility Charges:

If Tenant fails to pay for tenant-paid utilities (see Lease Section 7.a.) or is otherwise delinquent in making payment on tenant-paid utilities and Authority incurs any costs as a result, Tenant is then responsible for and shall be charged for the amount of any such costs. Failure to make timely payments of tenant-paid utilities is a serious Lease violation.

VI. Other Tenant Obligations:

In addition to other obligations of Tenant set forth elsewhere in the Lease or these House Rules, Tenant and members of Tenant's household shall be obligated:

- A. To keep the premises free from prohibited items including but not limited to tires, recreational equipment such as trampolines, swimming / wading pools, swing sets, jungle gyms, Fire pits (including lawn furniture with fire pits), Tiki torches, candles, incense, outdoor grills of any type, including but not limited to propane grills, charcoal grills, pellet grills, smokers or any other items that the Housing Authority determines to be hazardous and unsightly. Failure to comply with any of these conditions may result in the termination of the lease.
- B. To abide by necessary and reasonable regulations (also known as policies) promulgated by the Authority for the benefit and well-being of the housing project and Tenants. These regulations (policies) are posted on the Authority's website, posted in a conspicuous manner in the Authority office, and incorporated by reference into these House Rules. Violation of such regulations (policies) constitutes a violation of these House Rules and therefore the Lease.
- C. To comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.
- D. To keep the Premises and other such areas as may be assigned to Tenant for exclusive use in a clean and safe condition. This means keeping the Premises in a condition that meets the housekeeping standards defined in these House Rules and other housekeeping standards adopted or used by the Authority.
- E. To dispose of all garbage, rubbish, and other waste from the Premises in a sanitary and safe manner only in approved or provided containers. To refrain from, and cause members of Tenant's household or guests to refrain from, littering or leaving trash and debris in common areas.
- F. To use only in a reasonable manner all electrical, sanitary, heating, ventilating, air-conditioning, and other facilities and appurtenances including elevators.
- G. To use only approved habitable areas of the unit for living space.
- H. Authority permits Tenant's guests or visitors to stay in or at the Premises for a period not exceeding fourteen (14) consecutive days and a total of thirty (30) days in any twelve-month period. Permission may be granted, at the sole discretion of the Authority upon written request to the Authority, for an extension of this provision.

- I. If any person stays in or at the Premises more frequently or longer than this, they are considered unauthorized persons and as such they are no longer guests or visitors and the person(s) may no longer stay there unless the Authority gives written permission. Allowing a person to stay longer or more frequently than is allowed by these House Rules without the advance written permission of Authority is a violation of these House Rules and therefore the Lease.
- J. The Authority may deny Tenant permission to have any person(s) as guests or visitors if the person(s) have any history of behavior on Authority owned premises that would be equivalent to a lease violation, or if they engage in such behavior while on Authority owned premises. Former tenant(s) or participant(s) who have been terminated, evicted or left the CHA in an unfavorable status, including but not limited to leaving with outstanding Debt to the CHA, previously damaged property, VAWA bifurcation, or are on the Lifetime sex offender registry, are not permitted as overnight guests
- K. To refrain from, and to cause household members and guests/visitors to refrain from destroying, defacing, damaging, or removing any part of Premises or project. This includes those aspects and areas of property related to Premises which are described in these House Rules.
- L. To act, and cause household members and guests/visitors to act in a manner that will:
 - 1. Not disturb other residents' peaceful enjoyment of their accommodations;
 - 2. Be conducive to maintaining Authority property and projects in a decent, safe, and sanitary condition.
 - 3. Any drug-related criminal activity, engaged in on or off the premises, which includes the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug. The term drug as used here means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802);
 - 4. The illegal use of a drug by Tenant/household member or a pattern of illegal drug use that interferes with the health, safety, or right to peaceful enjoyment by other residents; or
- M. Additions to Lease Section 12 Restrictions on Alterations:
 - 1. To not install additional equipment, fixtures or major appliances without advance written consent of the Authority. The term "major appliances" here refers to (physical or electronic) devices or machines of any nature whose

installation or use would result in alterations, remodeling, or damage to the exterior or interior of the Premises or any feature thereof, including but not limited to such things as: mounting to walls, floors, windows, cabinets, or other locations at the Premises; altering, damaging, or relocating electrical, plumbing or other systems at the Premises; or the removal, alteration, or damage of walls, doors, windows, or flooring.

- 2. To not use nails, tacks, screws, brackets, or fasteners on any part (exterior or interior) of the Premises (a reasonable number of small picture hangers excepted) without advance written authorization by the Authority. This includes, but is in no way limited to, the use of mounting hardware/brackets to mount televisions, display screens, cameras, satellite dishes, routers, antennas, speakers, or other electronic components on the walls or other areas of the Premises.
- 3. To request advance written approval of Authority to modify the unit to install new or repair existing television, telephone, or internet service, including any of the systems, connections, or hardware those services use. If approved by the Authority, any such modification will be performed at the Tenant's expense and upon such conditions as the Authority may establish. Tenant understands that Authority is not obligated to provide new or repair existing systems, connections, hardware, or wiring for television, telephone, or internet service.
- 4. To not paint, repaint, color, mark, or deface in any way any part of the interior or exterior of the Premises without the advance written consent of the Authority.
- N. To give prompt prior notice to the Authority of Tenant's leaving Premises unoccupied for any period of seven or more consecutive days.
- O. Not to speak or act in an abusive, threatening, or disruptive manner towards residents (including their household members and guests/visitors), neighbors, or employees or agents of Authority. If a household member, guest/visitor, or any person(s) on the premises has engaged in or threatened violent or abusive behavior toward residents (Including their household members and guests/visitors), neighbors, or employees or agents of Authority the CHA will terminate the lease.

Abusive or violent behavior towards CHA personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.

Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

P. With respect to firearms, Tenant shall:

- Comply with all local, state, and federal legal requirements applicable to the
 ownership, possession, transportation, and use of firearms or other weapons. The
 term "firearm" includes any weapon from which a shot, projectile or other object
 may be discharged by force of combustion, explosive, gas and/or mechanical means,
 whether operable or inoperable, loaded or unloaded, and any weapon or
 destructive device as defined by law.
- 2. Shall not discharge or use any firearm or other weapons on Authority property except when done in self-defense in a manner consistent with legal standards for a lawful act of self-defense.
- 3. Shall not display or carry a firearm or other weapon in any common area, except where the firearm or other weapon is being transported to or from the Tenant's Premises, or is being used in self-defense in a manner consistent with legal standards for a lawful act of self-defense.
- 4. Shall have available for inspection a copy of any permit, license, or other documentation required by state, local, or federal law for the ownership, possession, or transportation of any firearm or other weapon, including a concealed carry permit as provided for by Wyoming law, upon request, when there is reasonable cause to believe that the law or these Lease terms or House Rules have been violated.
- 5. Firearms and other weapons at the Premises must be handled and stored in a safe and secure manner that minimizes the risk of harm to persons or property. Firearms and weapons must be kept out of the reach and access of minors and all other persons who cannot safely or responsibly handle them. Firearms stored at the Premises must either (a.) have a locked trigger lock in place, (b.) be stored in a locked container, or (c.) be unloaded, with the ammunition for the firearm stored separately.
- Q. To not engage in acts or behaviors on or at the Premises (including the building or lot where the Premises is located) which are unsafe or which pose unreasonable risks to the health, safety, or welfare of persons or property. This includes, but is not limited to,

such things as:

- Storing or keeping hazardous or flammable materials of a type or volume which are
 inconsistent with routine residential use of a property or which would pose an
 unreasonable risk; propane bottles of any size are prohibited to be stored or
 carried through hallways, stairways, living spaces, elevators and dwelling areas;
 Failure to comply with any of these conditions may result in the termination of the
 lease.
- 2. Engaging in behaviors which may cause a fire or unreasonably increase the risk of a possible fire. Tenants must take all reasonable precautions to prevent fires; Candles of any kind or the burning of incense are prohibited. Tenants must take all reasonable precautions to prevent fires; failure to comply with any of these conditions may result in the termination of the lease.
- 3. Blocking a safe path for exit from each room, including by placing furniture or other items in or in front of an exit path, a doorway, or an egress window;
- 4. Tenant agrees to comply with any applicable law, regulation, or guideline of any governmental entity regulating utilities or fuels. Tenant also agrees to abide by any local ordinance, policies of the Landlord or rules of occupancy prohibiting the use of space heaters or similar devices.
- 5. Storing any materials closer than 4 feet from the furnace or water heater; or
- 6. Operating a clothes dryer without it being properly vented to the outside;
- R. To avoid obstructing sidewalks, parking areas, hallways, walkways, elevators, doors, lobbies, entry/exit ways, or stairs, and to avoid using these for purposes other than going in and out of the Premises.
- S. To refrain from erecting or hanging radio antennas, television antennas, satellite dishes or similar devices on or at any part of the Premises.
- T. To not affix, erect, attach, or place, or allow to be affixed, erected, attached, or placed, signs on the exterior doors, windows, walls, roofs, balconies, or other exterior features of the Premises. This includes any part of the yard or lot where the Premises is located. If the Premises is located in an apartment building, this includes the surface of a door facing a common hallway. For purposes of this Lease term or House Rules, a "sign" is defined as any placard, flyer, device, banner, poster, picture, document, or similar item

which:

- 1. Has an exterior facing size that exceeds 94 square inches individually or cumulatively when added to the size of all other such items which have been located on or at the exterior of the Premises by or with the consent of Tenant; or
- 2. Contains lewd, obscene, indecent or profane content; or
- 3. Contains profane, obscene or offensive provocative language or images directed toward another, or others, and calculated to provoke a breach of the peace. For purposes of this term, the phrase "provocative language" means insulting or "fighting words" or those words which by their very utterance inflict injury or tend to incite an immediate breach of the peace; or
- 4. Contains content which either promotes business/profit making activities at the Premises or contains advertisements/promotions for which Tenant or any member of Tenant's household is compensated.

Reasonable decorations for traditional or recognized holidays are generally not limited by the 94 square inch size restriction, but Authority in its discretion may choose to prohibit or limit such holiday decorations, including requiring Tenant to remove decorations. Documents, notes, flyers, and other items which are affixed, attached, erected, or placed on or at the Premises by the Authority, its employees, or agents do not count towards the 94 square inch size restriction.

- U. To comply fully with all applicable Pet Policies adopted by the Authority. Tenant may possess a pet only with the prior written permission of the Authority. Any violation of any applicable Pet Policy, including failure to remove a pet or correct a Pet Policy violation within the time period specific in the Pet Policy, will be grounds for termination of the Lease and eviction. However, in any Authority property, a person with a disability may keep a companion or service animal that is needed as a reasonable accommodation for his/her disability. An animal needed as a reasonable accommodation is not subject to the Authority's Pet Policies but is subject to the Authority's Policy for Animals that Assist the Disabled. Permission to keep the animal in the housing unit must be granted by the Authority in writing in advance.
- V. To remove from Authority property any inoperable vehicles or vehicles without valid registration. To refrain from parking any vehicles in any right-of-way or fire lane designated and marked by the Authority. Any inoperable or unlicensed vehicle as

- described above will be removed from Authority property at Tenant's expense. Automobile repairs are not permitted on Authority property without the advance written permission of the Authority.
- VII. To refrain from parking on Authority property and in front of Authority property any type of recreational vehicles including but not limited to RVs, boats/canoes, trailers, and any other restrictions as defined by the municipal code for the city of residence.
 - A. To remove any personal property left on Authority property when Tenant leaves, abandons or surrenders the Premises. Property left by the Tenant shall be considered abandoned and will be disposed of by the Authority. The Authority may at its sole discretion choose to store remaining property that appears to be valuable, with the determination as to whether the property is valuable lying solely with Authority. Property left behind in or at the Premises is generally presumed to be not valuable. In the event that Authority chooses to store property, Authority will provide written notification of the stored property to the last known address of the Tenant. Property so stored that is not recovered by the Tenant within a time frame established by Authority will be disposed of. Costs for storage and disposal shall be assessed against the former Tenant. Authority is not responsible for any damages or losses that may occur when removing or storing property left behind on Authority property.
 - B. To use reasonable care to keep the Premises in such condition as to ensure proper health and sanitation standards for Tenant, household members and neighbors. TENANT SHALL NOTIFY THE AUTHORITY PROMPTLY OF ANY KNOWN NEED FOR REPAIRS TO THE DWELLING UNIT, and of known defects, unsafe or unsanitary conditions in the Premises or in common areas and grounds of the property where Premises is located. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute to any damage that occurs and Tenant will be charged and responsible to pay such charges for the reasonable cost of repairs and maintenance of damage that could have been avoided or mitigated if Tenant had made a timely report.
 - C. Not to commit any fraud in connection with any Federal Housing assistance program. This includes, but is not limited to, knowingly, intentionally, or willfully misrepresenting or failing to report information about such things as income, employment, assets, household composition, criminal histories or backgrounds, and other factors relevant to eligibility or subsidy amount determination.

- D. Tenant agrees to complete and provide to Authority, HUD Form 92006, Supplemental and Optional Contact Information for HUD-Assisted Housing Applicants. In the event that a contact person previously designated on a Tenant's form 92006 resigns or is unable or unwilling to be the additional contact person, then Tenant will within ten days provide Authority with a new completed HUD Form 92006. Tenant understands that Authority does not provide, and has no responsibility to provide, medical, nursing, or any other health care services. Authority shall not be responsible to monitor or supervise the welfare of Tenant or any member of the household.
- E. To comply with the Authority's Smoke Free Housing Policy, which includes such terms and requirements as:
 - No smoking shall be permitted by the Tenant, members of the Tenant's household or any of the Tenant's guests/visitors anywhere within, upon or outside the Premises, which includes the building in which the Premises is located, common areas at or in the building, and the exterior outside lot upon which the building is located. Smoking is also prohibited at all other Authority offices, buildings, properties, and facilities.
 - 2. "Smoking" is defined as the lighting, burning, inhaling, exhaling or other similar uses of tobacco or any other material in any type of smoking device or equipment. This includes, but is not limited to, cigarettes, electronic cigarettes, clove cigarettes, marijuana, vaping devices, cigars, pipes, hookahs, bidis, and any item or device that simulates any of these products.
 - 3. A violation of the Smoke Free Housing Policy shall be considered a material breach of the resident's Lease and grounds for enforcement actions, including eviction, by the Housing Authority. Tenant will receive a written lease violation after the first smoking violation and will be informed that smoking on CHA property must stop immediately. A second smoking violation will result in termination of the lease and the CHA will proceed with legal enforcement actions if necessary. In the event that the tenant has other violations that are not smoking related, the second Smoke Free Policy violation notice may not be required to proceed with lease termination. A resident who violates the smoking policy shall also be charged the remediation costs listed within the Maintenance Schedule of Charges
 - 4. Tenant, members of the Tenant's household, and all guests of the Tenant must also comply with all terms of the Landlord's Smoke Free Housing Policy as adopted effective April 2018. Tenant shall inform all of Tenant's Guests of these smoking prohibitions.

5. Tenant acknowledges that the existence of a smoke-free policy and the Authority efforts to designate the Premises as smoke-free does not in any way change the standard of care that the Authority would have to Tenant to render the Premises any safer, more habitable, or improved in terms of air quality than any rental property in which smoking is permitted. Authority specifically disclaims any implied or express warranties that the Premises will have any higher or improved air quality than any rental property in which smoking is permitted. Authority cannot and does not represent, warrant, promise or guarantee that the Premises or other property of Authority will be free from secondhand smoke. Tenant acknowledges that Authority's ability to police, monitor, or enforce a smoke-free policy is dependent in significant part on compliance by Tenant, household members, Tenant's guests/visitors and other residents.

The Smoke Free Housing Policy and its full set of terms and conditions can be found at Authority's offices and will be furnished upon request to Tenant.

- F. To promptly and accurately provide all information and documentation requested by the Authority within the time line specified so as to allow Authority to timely assess the status of Tenant's income level, subsidy level, utility allowance, eligibility for residency or program participation, household composition, compliance with federal, state or local law, compliance with Authority policy, or compliance with this Lease or these House Rules which are incorporated into the Lease.
- G. To not disable, remove, or otherwise adversely affect energy saving features which have been installed or provided at the Premises. Depending on the nature of the Premises, such energy saving features could include high efficiency lightbulbs, low flow toilets, low flow showerheads, faucet flow restrictors or aerators, thermostat controls, and other such features. If any high efficiency lightbulbs at the Premises are damaged, lost, or otherwise cease to function, Tenant is responsible for replacing such lightbulbs with substantially identical lightbulbs.

VIII. <u>Leased Property Access by Cheyenne Housing Authority:</u>

In addition to the terms of the Lease relating to access to the unit by the Authority described in paragraph 20 and subparts of the Lease form, the following additional provisions and clarifications shall also apply to access by the Authority:

A. Authority staff or an agent or representative of the Authority may enter the Leased property at any time without advance notification when there is reasonable cause to

believe an emergency exists.

- B. If Tenant and all adult members of the household are absent from the Premises at the time of intended entry, Authority shall, when feasible, leave a written statement in the premises specifying the date, time and purpose of entry prior to leaving the Premises.
- C. Notwithstanding the above, Tenant and Authority agree that efforts by Authority or Authority retained service providers to remedy pests or infestations at the Premises (including, but not limited to, insects, bedbugs, and rodents) constitutes an emergency situation whereby different terms for the entry of the Premises apply. In the event that Authority or a service provider of Authority (such as an exterminator or pest control company) will be needing to access the Premises, Authority shall attempt to give as much notice as possible, up to a 48-hour notice, of such intended entry. Regardless of whether or not Authority has given advance scheduled notice of entry, however, Tenant agrees to allow Authority or Authority's service provider immediate needed access (regardless of whether Tenant/members of Tenants' household are home or not) to the Premises for purposes of treating, preventing, or resolving a suspected or actual insect, rodent, or other pest problems.
- D. Failure to provide access to Authority, Authority's employees, agents, or contractors in accordance with the terms of the Lease Agreement or House Rules is a material Lease violation that may result in Lease termination.

IX. Housekeeping Standards:

In an effort to improve the livability and conditions of the units owned and managed by the Authority, uniform standards for resident housekeeping have been developed for all tenant households, including for Tenant.

A. <u>Authority Responsibility:</u> The standards that follow will be applied fairly and uniformly to all tenants. The Authority will inspect each unit at least annually, to determine compliance with these and other standards, including HUD-required inspection Standards. Upon completion of an inspection, the Authority will notify Tenant in writing if he/she fails to comply with the standards. The Authority will advise Tenant of the specific correction(s) required to establish compliance. The Authority may require Tenant to participate in training or education regarding Authority's standards and actions required to comply with those standards. Within a reasonable period of time, the Authority will schedule a second inspection. **Failure of a second inspection is considered material non-compliance with the Lease and may result in Lease termination and eviction.**

B. <u>Tenant responsibility:</u> Tenant is required to abide by the housekeeping standards set forth below as well as the housekeeping standards found in the HUD-required inspection Standards, a copy of which is available at the Authority's office or which will be provided upon request at the expense of the person making the request. **Failure to abide by housekeeping standards is a violation of the Lease or these House Rules and may result in Lease termination and eviction.**

C. Housekeeping Standards: Inside the Dwelling Unit

- 1. Walls: Should be clean, free of dirt, splatters, stains, markings, ashes, wax, fingerprints, grease, cobwebs, and other foreign substances. Walls should also be free of cuts, scrapes, dents, and holes and other damage.
- 2. Floors: Should be clean, free of scuff marks, dirt, splatters, stains, markings, ashes, wax, grease, cobwebs, and other foreign substances. Floors should be clear of garbage, dry, free of tripping and slipping hazards, free of obstacles that could impede safe and prompt movement into and out of the unit, and free of fire hazards. Floors should also be free of cuts, scrapes, dents, and holes and other damage.
- 3. Ceilings: Should be clean, free of dirt, splatters, stains, markings, ashes, wax, cobwebs, and other foreign substances. Ceilings should also be free of cuts, scrapes, dents, and holes and other damage.
- 4. Windows: Should be clean, undamaged, not nailed shut, and operational. Shades or blinds where applicable should be clean, intact, operational, and undamaged. Screens should be installed, clean and not damaged. Access to windows which are used or intended to be used to provide a fire or safety exit from the unit should not be obstructed by furniture, boxes, clothing or other items. Windows must not have any tenant-added locking mechanisms unless prior written approval from the Authority was obtained.
- 5. Woodwork: Should be clean, free of dirt, splatters, stains, markings, ashes, wax, fingerprints, grease, cobwebs, and other foreign substances. Woodwork should also be free of cuts, scrapes, dents, and holes and other damage.
- 6. Doors: Should be clean, free of dirt, splatters, stains, markings, ashes, wax, fingerprints, grease, cobwebs, and other foreign substances. Doors should also be

free of cuts, scrapes, dents, holes, splits, cracks, and other damage. Doors must be present and properly installed on their hinges. Bedroom closet doors must be present, be installed on their hinges and tracks, and be fully operational. Locks, handles, and hinges must work. Doors must not have any tenant-installed handles, locks, or locking devices unless prior written approval from the Authority was obtained. Doors should freely open, close, and latch. Doors and doorways must not be blocked by furniture or other items.

- 7. Heating units: Should be dusted, access unobstructed, flammable items must not be stored within 4 feet of heating furnaces or hot water heaters.
- 8. Trash: Should be stored in an appropriate container and regularly removed to the appropriate disposal container outside the unit. Trash containers should not be full to the point of overflowing to the floor.
- 9. Entire unit should be free of rodent or insect infestation, and free of debris, household goods, or other material that could invite a rodent/insect infestation or which creates a reasonable risk of rodents, insects, or other pests being present in the unit. Tenant is required to act to assist Authority in the prevention and resolution of insect, rodent, and pest infestations in, on, or around the Premises. Such required action includes, but is not limited to, the following:
 - a. Tenant may not bring (or allow to be brought) any items on or into the Premises which are, or reasonably might be, infested with bedbugs or other insects, rodents, or pests. Tenants who bring such items on or into the Premises, and thereby cause such an infestation to the Premises or to other Authority owned property, may be charged for damages resulting from infestation.
 - b. Tenant must allow access to the Premises to Authority and Authority's employees, agents, contractors, and service providers (such as exterminators or pest control companies) for purposes of treating, preventing, or resolving a suspected or actual insect, rodent, or other pest problems. Tenant may not refuse access to the Premises or to treatments for such purposes.
 - c. Tenant agrees to promptly remove from the Premises (or to allow Authority or its agents, contractors, or service providers to so remove) any items which have been identified as needing to be removed in order to prevent or treat a

- potential or actual insect, rodent, or pest infestation. When removing such items, Tenant shall do it in a careful and safe manner, so as not to spread infestation back onto the Premises or onto adjacent units/property.
- d. <u>Tenant agrees to immediately report to Authority any signs of bed bug or other insect, rodent or pest infestations observed in or at the Premises.</u>
- 10. Electrical: Switch plates and outlet covers should not be cracked, broken, or removed. Light bulbs should be installed in all light fixtures attached to the apartment interior or exterior and should be operational at all times. After move-in, all light bulbs that become nonfunctional are to be replaced by the Tenant with replacement bulbs of the same type and wattage as those installed in the fixture at move-in. Access to the breaker panel cannot be obstructed by placing any item within 4 feet of the panel. Attaching pictures or other objects to the breaker panel is prohibited.
- 11. Heating and cooling vents: Should not be removed, damaged, or obstructed to restrict air flow.
- 12. Hazards: Broken ceramic, metal, or glass or other items which might pose a safety risk should be immediately removed from the unit. Storing or keeping hazardous or flammable materials of a type or volume which are inconsistent with routine residential use of a property or which would pose an unreasonable risk is prohibited.
- 13. Emergency exits: Doors, windows, hallways, and areas of rooms which are intended to be used or which may be used for emergency exit from the unit may not be fully or partially blocked or otherwise impeded.
- 14. Smoke detectors: Must be functional, may not be moved or removed, and batteries replaced when needed. Smoke detectors and/or heat sensors that are broken due to vandalism will result in termination of the Lease.
- 15. Fire prevention sprinklers or plumbing: Sprinkler heads and plumbing cannot be damaged, nor can their proper or effective operation be interfered with. Clothing, wires, pictures and other items should not be attached, hung from, or placed on fire prevention sprinklers or plumbing.
- 16. Pet waste/litter boxes: Consistent with Pet Policies, if approved for a pet or assistive animal, the unit should be free of pet waste. Litter boxes, aquariums, cages, and any

- other containers where animals are kept must be regularly cleaned.
- 17. Odors: Unit must be kept free from offensive or unreasonably strong odors such as feces, urine, smoke, trash, body odor, waste, spoiled materials, food, chemicals, and other items which emit an offensive or unreasonably strong odor.
- 18. Storage Areas: Closets, basements, and other storage areas must be kept clean and undamaged. Only items consistent with reasonable residential use of the unit may be kept in closets/basements/storage areas. Closets/basements/storage areas may not be filled or used in a way that could cause damage to the closet/basement/storage area, or in a way that would create a fire hazard, tripping/slipping risk, or otherwise pose a risk to the safety of person(s) or property. Storing or keeping hazardous or flammable materials of a type or volume which are inconsistent with routine residential use of a property or which would pose an unreasonable risk is prohibited. Gas powered lawn equipment or tools must not be kept in closets/basements/storage areas or any other locations inside the dwelling unit itself.
- 19. Hallways, Stairwells, Common Areas, and Elevators (if any): Should be clean and free of slipping, tripping and other hazards and obstacles.
- 20. Laundry Areas: Should be clean, neat, and free of garbage. Washers and dryers should be properly hooked up with appropriate leak-free connections including a dryer vent hose in good condition properly connected to an outside vent. Remove lint from dryers after use, and dispose of lint properly.
- 21. Tenant Owned Appliances: Air conditioners, freezers, refrigerators, dishwashers, clothes washers, clothes dryers, space heaters and other tenant owned appliances must be inspected and approved by CHA prior to use. All such appliances should be maintained in safe, proper working condition and not used in any manner that would be contrary to their design, intended use, or instructions or which would pose an unreasonable risk of damage or injury to person(s) or property
- 22. Tenant Owned Fire Extinguishers: Shall be properly maintained and charged, the inspection record shall be attached and reflect that the extinguisher is inspected annually.

Kitchen:

- Stove/Oven: The interior and exterior should be clean and free of food and food debris, splatters, stains, ashes, soiled pots and pans, oil and grease, and undamaged. Drip pans are to be clean, free of food and food debris, splatters, stains, and ashes.
 Drip pans should not be lined with aluminum foil or other materials. Oven is not to be used to store paper plates or other flammable dry goods.
- 2. Refrigerator: Interior and exterior should be clean and free of splatters, stains, drips, spills, grease, food or liquid remnants, and foreign substances. Interior and exterior should be free of spoiled and inedible food, and undamaged. Freezer door and refrigerator door should seal and close properly.
- 3. Cabinets: Interior and exterior should be clean and free of splatters, stains, drips, spills, food or liquid remnants, and foreign substances. Cabinets should also be free of cuts, scrapes, dents, and holes and other damage. Cabinet surfaces and countertop should be free of grease, spilled food, and food left in open containers. Cabinets should not be overloaded with an excessive amount of weight. Items should be placed in the cabinets so that they do not fall out when the cabinet door is opened. Cabinet doors should open and close freely and completely. Dishes, glasses, cups, and other items should be dry when placed in the cabinet.
- 4. Exhaust Fan: Should be undamaged and free of grease, dust, hair and other items that restrict or could restrict air flow.
- 5. Sink: Should be clean, free of grease, garbage and trash, and undamaged. Dirty dishes should be washed and put away daily. Drain should be unclogged. Storage under the sink should be limited to small or lightweight items to permit easy access to plumbing for repairs. Heavy pots and pans should not be stored under the sink.
- 6. Food storage areas: Should be clean without spilled food or other open or spilled items that would attract rodents and insects, and undamaged. Items should be placed in the storage area so that they do not fall out when the storage area door is opened.
- 7. Trash/garbage: Should be stored in an appropriate container and regularly removed to the appropriate disposal container outside the unit. Trash containers should not be full to the point of overflowing to the floor.

8. Floor: Should be clean, dry, free of tripping and slipping hazards, free of garbage, and undamaged.

Bathroom:

- 1. Toilet and tank: Should be clean, unclogged, odor free, and undamaged.
- 2. Tub and shower: Should be clean and free of mildew and mold, and undamaged. Drain should be unclogged. Where applicable, shower curtains should be in place, and of adequate length.
- 3. Sink: Should be clean, free of garbage, and undamaged. Drain should be unclogged. Storage in the cabinet under the sink, if any, should be limited to small or lightweight items to permit easy access for repairs; heavy items should not be stored in the cabinet under the sink.
- 4. Exhaust fans: Should be clean, free of dust, hair and other items that restrict or could restrict air flow, and undamaged.
- 5. Trash/garbage: Should be stored in an appropriate container and regularly removed to the appropriate disposal container outside the unit. Trash containers should not be full to the point of overflowing to the floor.
- 6. Floor: Should be clean, dry, free of tripping and slipping hazards, free of garbage, and undamaged.
- D. Housekeeping Standards: Outside the Dwelling Unit
 - 1. Yards or Grounds: Should be free of debris including pet waste.
 - 2. Hoses: Hoses must be disconnected from outside faucets when temperatures drop to freezing or below.
 - Porches (front and rear): Should be clean and free of slipping, tripping and other hazards or obstacles that block access to and from the Leased property. Household furniture should not be stored on the porch. Items allowed to be kept on the porch include lawn furniture, bicycles, barbecues, and flower pots. Porch lights should be functional.

- 4. Steps: All steps should be clean and free of slipping, tripping and other hazards, free of trash, and free of snow, ice and slush as required by local municipal code.
- 5. Parking areas: Should be free of abandoned cars, oil spots and stains. There will be no car repairs on the property or street/alley contiguous to the property. Tenant is responsible for the cleanup of oil dripped from Tenant's vehicle or spilled by Tenant.
- 6. Emergency Exits: It is prohibited to use the grounds or exterior of the building in any way that impedes use of the building's windows for emergency exit.
- 7. Stray Animals: Residents, guests/visitors, or any person(s) on the premises shall not feed or shelter stray or wild animals.

X. Violence Against Women Act (VAWA)

CHA's VAWA policy is available on request.

TENANT CERTIFICATION

By the signatures below, Tenant and household members agree to the terms and conditions of the House Rules, understand that the House Rules are incorporated as part of the Lease Agreement, and acknowledge that the House Rules have been received and explained to me/us.	
Icertify	that tenant and all members
of Tenant's household have not committed any fraud in connectiassistance program, unless such fraud was disclosed to the Autho	
Lease or these House Rules, or before the Authority's approval fo Household member.	r occupancy of the unit by the
I further certify that all information or documentation submitted members to the Authority in connection with any federal housing and during the Lease term) are true and complete to the best of i	g assistance program (before
Dwelling Unit #:	
Located at:	
in the property known as:	
Tenant	Date
Member 18 & Older	Date
Member 18 & Older	Date
Authority	Date