

Housing Authority of Fort Mill
HOUSE RULES LEASE ADDENDUM
BOARD APPROVED June 18, 2018

THE RULES AND REGULATIONS SET FORTH IN THIS LEASE ADDENDUM ARE FOR THE BENEFIT OF ALL RESIDENTS. FAILURE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE ADDENDUM SHALL BE CONSIDERED A VIOLATION OF THE LEASE.

1. **ABUSIVE LANGUAGE:** Loud, abusive, offensive or foul language interferes with other residents' right to the quiet enjoyment of the premises. Such language is not allowed in common areas or in other areas where people congregate.
2. **ACTION OF FAMILY MEMBERS AND GUESTS:** Overnight guests are defined as individuals staying overnight in the dwelling fourteen (14) days or less per twelve (12) month period. Resident must notify Property Manager in writing when overnight guest will stay from three (3) to fourteen (14) days. Emergency extensions (i.e. Illness) past 14 days of overnight guests must be submitted in writing and approved by the Property Manager. Unauthorized additional occupancy may result in eviction.

Residents are responsible for:

- The conduct and actions of their family members and guests. Guests who create disturbances and nuisances or damage the property will be asked to leave the property. Residents agree to reimburse the owner for any damage caused by their family members or guests.
 - Ensuring family members and guests adhere to all House Rules.
 - Any behavior that is loud or otherwise disrupts the right to quiet enjoyment of other Residents by family members or guests.
 - Ensuring family members and guests do not loiter or run in common, landscaped or parking areas.
3. **ALCOHOLIC BEVERAGES:** Consumption of alcoholic beverages is strictly prohibited anywhere on the property except in the Residents' units.
 4. **ALTERATIONS:** Changes to any fixture, wiring, wall, cabinetry, or any other part of the unit, including entry door locks, are strictly prohibited. Approval must be obtained from the Property Manager prior to hanging or attaching any object on a wall or ceiling. No ceiling hooks or adhesive mirror tiles are allowed. No credit will be given for repairs, painting, or other work done in a unit by a Resident without the express advance written consent of the Owner or its designee.

Alterations include but are not limited to:
 - a. Installing screen doors, or other permanent hardware;
 - b. Changing or removing any part of appliances, fixtures or equipment in the unit;
 - c. Painting or applying wallpaper or contact paper in the unit;
 - d. Installing awnings window guards, or security bars in the unit.
 5. **BALCONIES:** The balcony is not to be used as storage. Items are limited to patio furniture and plants. The use of grills on balconies, or under overhangs, is prohibited by the South Carolina Fire Code. No hanging or drying of clothes or rugs is allowed on porches.
 6. **BED BUGS:** If you suspect that you have bed bugs, contact the Property Manager IMMEDIATELY. You will be given written instructions on how to prepare your unit for professional treatment.

- 7. BREAKAGE:** Residents shall pay for all breakage, damage and cleaning beyond normal wear and tear to the premises or any furnishings in the premises. This includes, but is not limited to windows, cabinets, walls, lights, doors, drapes, blinds, and common area furnishings.
- 8. BUSINESSES:** A Resident may not operate a business in his or her unit or on the premises without the Owner's prior written consent, and compliance with local ordinances and zoning regulations. This may include child care.
- 9. DISTURBANCES:** Guests, visitors, and members of the household are prohibited from playing in the hallways or common areas, excluding the yard. No individuals under the age of ten (10) years are to be left unattended in the unit or on the grounds and must be accompanied by an adult when entering or using the building facilities.
- 10. CLEANING:** Residents are responsible for cleaning the unit, appliances, drapes/blinds, inside of windows, and floors during their tenancy and when they move out. All units are to be kept clean, safe and sanitary.
- 11. COMPLAINTS:** All complaints shall be made in writing to the Property Manager by hand delivering the complaint to the Property Management Office at HAFM. Work orders may be requested either in person at the office, requested by telephone, or by email (make sure there is a reply).
- 12. CONSERVATION:** Residents are expected to use energy wisely. Conservation is essential to the efficient operation of the property. Every resident shall participate in all efforts to promote energy conservation.
- 13. CRIMINAL ACTIVITIES:** The illegal use, sales, or distribution of drugs, any criminal activity and/or any physical violence to persons or property by any Resident or member of a Resident's household or guest is prohibited and will result in eviction.
- 14. DANGEROUS MATERIALS:** Gasoline, oils, lighter fluid or any flammable material, and all hazardous material must be properly, safely and legally disposed. None of these materials are permitted in any unit at any time.
- 15. DELIVERY:** The Owner and Property Management Staff assume no responsibility or liability for accepting deliveries of packages, mail, etc. on behalf of any Resident. No packages are to be sent to the office for delivery.
- 16. ENTRY DOOR TO UNITS IN THE 130 BUILDING ONLY:** In order to maintain the fire rating of an apartment building, and to ensure the privacy and security of all the Residents, all unit entry doors must be closed except when in use. They may not be propped open at any time. Do not admit strangers through exterior doors.
- 17. EXTERIOR ATTACHMENTS:** No wires, ropes, aerials, antennas, satellite dishes or other material or device shall be installed on the roof, porches or other parts of the building. No attachments to the building structure are permitted unless allowed with the Owner's or its designee's prior written consent. No extension cords are allowed beyond the Resident's private rented space or on porches.
- 18. GARBAGE REMOVAL:** Residents may contact the Property Manager or City waste collector to find out the correct way to dispose of any garbage or other waste material. The roll out green cans are collected on Tuesday on Bozeman Drive. Dumpsters are provided for the two story apartments. The town designates when garbage

removal is done for residents that pay for the service. If available, recycle items are to be bagged separately and placed in the recycle bins. Residents must place garbage in the provided dumpster.

- 19. GROCERY CARTS:** Leaving commercial grocery carts on or about the premises is prohibited. Any costs incurred in returning a cart will be charged to the Resident.
- 20. HALLWAYS AND COMMON AREAS:** Hallways and common areas are to be kept clean of clutter. No personal items may be kept or stored in the hallways, stairways, or other common areas in or about the premises.
- 21. HAZARDOUS ITEMS:** Keeping anything that may be considered a hazard to the health or safety of other persons is prohibited. (Gasoline storage in unit, machines that use gasoline, etc)
- 22. KEYS/KEY CARDS:** The Property Manager or his/her designee will provide each Resident with a set of apartment keys, and where applicable, a key fob for exterior doors. Residents are not to change, alter, or add additional locks. Changing, altering or adding additional locks are a lease violation and grounds for eviction.
 - If you lock yourself out of your apartment, there will be a minimum charge of \$10.00 per occurrence. If this occurs after 4:00 PM, there will be a minimum charge of \$68.00 per occurrence. This charge will be added to the next month's rent statement and must be paid with next month's rent. A minimum charge of \$5.00 will be assessed to replace lost keys.
 - If you lose your Key Fob there will be a minimum charge of \$25.00 per Key Fob. New Key Fobs will only be made and issued during normal working hours of the Property Management Offices
- 23. LANDSCAPE:** The Resident shall not alter, disturb, or interfere in any way with the grounds or landscaping of the premises.
- 24. LAUNDRY FACILITY:** Laundry facilities are for **Resident's of the 130 Building only**. Clothes must be removed from the washers and dryers immediately after completion of the cycle. The Owner and Property Manager Staff assume no responsibility or liability for any personal items left in either building's Laundry.
- 25. LIGHT FIXTURES:** The use of light bulbs with a higher wattage than is allowed in any light fixture is a fire hazard and is strictly prohibited. Replacement of light bulbs is at the Resident's expense.
- 26. LITTERING:** Littering in the common areas, grounds, landscaping and parking areas is strictly prohibited. This includes putting out cigarettes on the sidewalks and in driveways or dumping ashtrays on the grounds or in the parking area.
- 27. MAILBOXES:** No names are permitted on mailboxes other than those Resident(s) which are a party to the Lease Agreement. No one other than the Resident(s) may use the address associated with the mailbox/unit.
- 28. MOTOR VEHICLES:** All vehicles kept on the premises must be both operable, insured, and currently licensed. Vehicles may not be repaired, except for flat tire repair and battery jumps. Vehicles shall not be offered for sale or advertised for sale on the premises. There is no assigned parking

- 29. NOISE:** Residents, family members and guests shall keep the volume of musical instruments, radios, televisions, computers, stereos, etc. at a level that will not disturb other Residents. Playing sound producing devices at volumes that disturb other Residents is a lease violation and grounds for eviction.
- 30. OXYGEN TANK USE:** Residents may have oxygen tanks for medical reason. The use of commercial oxygen, however, poses a potentially life-threatening hazard if not used properly. Residents are required to inform the Property Manager when oxygen is prescribed and in use, and a notice on the unit entry door must be posted.
- 31. PERSONAL EQUIPMENT:** All large items (including, but not limited to, bicycles, carts, scooters, wheeled chairs and wagons) must be kept in the Resident's unit or on the back porch if available. Any toys brought by guests of the Residents would need to be stored in the Resident's unit. If these items are left outside of the building or in the common areas, they will be picked up by the maintenance staff. These items may be retrieved by the head of household within 30 days. A second occurrence will result in a charge to the resident.
- 32. PUBLIC AREAS:** Public areas shall be used exclusively for entrance and exit of the premises. Resident shall not use such area for loitering and shall not store any trash, junk, or valuables outside of the building or in hallways or porches.
- 33. RENTERS INSURANCE:** The Owner and Property Management is NOT RESPONSIBLE for fire, theft, water or any other damage to the Residents' personal belongings when the damage is caused by the Resident's intentional, negligent or reckless behavior. The owner insures the building alone. IT IS SUGGESTED THAT RESIDENTS OBTAIN APARTMENT RENTERS' INSURANCE TO COVER LOSS OF THEIR PERSONAL PROPERTY.
- 34. SAFETY, FIRE, LIFE SYSTEMS:** Residents shall not tamper with fire suppression sprinklers, alarm systems, fire extinguishers, and equipment or breaker boxes.
- 35. SCREENS:** Screens shall not be removed from windows for any reason other than an emergency.
- 36. SMOKING/VAPING:** Residents are responsible for the proper and safe disposal of their matches and cigarette butts, so as not to pose a fire hazard or litter the grounds. Residents will be charged for excessive maintenance due to smoking/vaping in an apartment.
- 37. STRAY ANIMALS:** Feeding stray animals or wildlife, including birds, creates a nuisance and a health and safety hazard and is not permitted on or near the premises.
- 38. THREATS:** Any act or threat to the Owner, Property Manager or his/her staff or agents, or to any person or Resident is prohibited. This is a lease violation and eviction will be sought by the Owner.
- 39. TRESPASS NOTICES:** Trespass notices issued by the Property Manager or his/her designee or agents must be honored by Residents, Resident's family and guests.
- 40. VACATING YOUR UNIT:** Residents must give the Owner or its designee not less than 30 days written notice before moving from the unit.

41. WATER USE: Water shall not be wasted or left running unattended in the kitchen, bathroom, or elsewhere. All plumbing defects must be promptly reported to the Owner or its designee. Residents who cause damage to, or obstruct plumbing will be required to pay the cost of any needed repairs.

42. WHEELED DEVICES: All wheeled vehicles and devices including, but not limited to, bicycles, scooters and wheeled chairs must be used in safe and courteous manner. Wheeled vehicles and devices shall not be stored on walkways, stairways, hallways, front porches, or other public areas, except as specified and approved by the Owner or its designee.

43. WINDOWS: Exterior sills and ledges shall not be used for the storage of plants, bottles, food, etc. Only blinds provided by the owner are allowed as unit window coverings, to be seen from the outside.

44. RESIDENT PROCEDURAL RIGHTS:

A. Termination Notification. HUD is incorporating additional termination notification requirements to comply with section 6 of the Act for public housing projects converting assistance under RAD, that supplement notification requirements in regulations at 24 CFR 880.607 and the Multifamily HUD Model Lease.

a. Termination of Tenancy and Assistance. The termination procedure for RAD conversions to PBRA will additionally require that Housing Authority of Fort Mill, hereinafter referred to as HAFM, provide adequate written notice of termination of the lease which shall not be less than:

i. A reasonable period of time, but not to exceed 30 days:

1. If the health or safety of other tenants, owner employees, or persons residing in the immediate vicinity of the premises is threatened; or
 2. In the event of any drug-related or violent criminal activity or any felony conviction;
- or

ii. 14 days in the case of nonpayment of rent.

b. Termination of Assistance. In all other cases, the requirements at 24 CFR 880.603, the Multifamily HUD Model Lease, and any other HUD multifamily administrative guidance shall apply.

B. 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), HUD is incorporating tenant procedural rights to comply with the requirements of section 6 of the Act. RAD requires that:

a. Tenants be provided with notice of the specific grounds of the proposed owner adverse action, as well as their right to an informal hearing with HAFM;

b. Tenants will have an opportunity for an informal hearing with an impartial member of HAFM's staff within a reasonable amount of time;

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 HAFM as the basis for the adverse action. With reasonable notice to HAFM, prior to the hearing and at the tenants' own cost, resident may copy any documents or records related to the proposed adverse action; and

- d. HAFM will provide the resident with a written decision within a reasonable period of time stating the grounds for the adverse action, and the evidence the HAFM relied on as basis for the adverse action.

HAFM will be bound by decisions from these hearings, except if the:

- a. Hearing concerns a matter that exceeds the authority of the impartial party conducting the hearing;
- b. Decision is contrary to HUD regulations or requirements, or otherwise contrary to Federal, State of South Carolina, or local law.

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

45. CHOICE MOBILITY RIGHTS:

The family may terminate the assisted lease at any time after the second year of occupancy. The family must give the management (owner) advance written notice of intent to vacate with a copy to the Housing Authority of Fort Mill (HAFM) in accordance with the lease. If the family has elected to terminate the lease in this manner, the HAFM must offer the family the opportunity for continued tenant-based rental assistance, in the form of either assistance under the voucher program or other comparable tenant-based rental assistance. Before providing notice to terminate the lease under paragraph (a) of this section, a family must contact the HAFM to request comparable tenant-based rental assistance if the family wishes to move with continued assistance. If voucher or other comparable assistance is not immediately available upon termination of the family's lease of a PBV unit, the HAFM must give the family priority to receive the available opportunity for continued tenant-based rental assistance when the budget authority exists and the HAFM 's number of issuances has not exceeded the allotment. If the family terminates the assisted lease before the end of two years, the family relinquishes the opportunity for continued tenant-based assistance.

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

I have read and agree to the above Resident Rules and Regulation. I understand and accept that violation of any of these is grounds for eviction.

Property Manager

Date

Tenant

Date

Please provide this signed page and get a copy to the office as soon as you can. Thank you.