

LEASE ADDENDUM - HOUSE RULES

**For Federally Subsidized Housing Complexes
Managed by Human Resource Development and
Employment, Inc. (HRDE)**

Effective: 08/01/2014

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NOTE: RESIDENT SIGNATURE(S) REQUIRED ON PAGES 3, 8, 12 AND 14

The following rules are designed to protect the health and safety of the residents and employees, and to ensure that residents maintain a right to peaceful enjoyment of the premises.

SECTION I. MOVING IN AND OUT

1. Security Deposit

Each household will be required to pay a security deposit which is the greater of \$50.00 or the "Total Tenant Payment" calculated on the Initial HUD 50059 (which is equal to one month's rent plus the allowable Utility Allowance).

Payment of the security deposit in full is expected at the time of move-in; however, arrangements can be made to pay the security deposit in payments over a three-month period, if deemed appropriate by the Manager. This security deposit will be maintained in a separate interest-bearing account.

2. Vacating

Prior to vacating an apartment, a 30-day written notice is required by the resident, along with a forwarding address. If such notice is provided, the security deposit plus interest will be returned, to the resident, within 30 days of move-out, less charges for unpaid rent, late fees, and/or damages, etc. Residents who do not give a proper 30-day notice or provide a forwarding address, when vacating an apartment, will forfeit their security deposit, and will be charged for any damages to the unit, and/or any unpaid rent, through the 30-day period.

3. Moving In And Out

a. Arrangements **must** be made with the complex manager to utilize an elevator for the purpose of moving furniture and household belongings prior to move-in or move-out. Residents must pay all of the cost(s) of moving into or out of the building.

b. Moving furniture and household goods into and out of the apartment shall be limited to the hours of 9:00 a.m. through 7:00 p.m. weekdays, unless other arrangements are made with Management. Management **must** inspect all furniture that is brought onto the property.

c. Prior to new occupancy, each apartment is cleaned and serviced to assure the best possible arrangement for the new resident. Upon vacating, the resident is required to leave the apartment in the same condition as it was at move-in. If an apartment is determined at the exit inspection to be damaged or unclean, the cost of the necessary repairs and cleanup will be deducted from the resident's security deposit. The resident, or a representative, should accompany Management on the exit inspection. Before turning keys into the office and prior to final inspection, please be sure that:

- (1) all personal belongings and furniture are out;
- (2) all trash and garbage is removed;
- (3) the refrigerator, stove, sinks, toilet, windows and floors are clean; and,
- (4) all windows and doors are locked.

d. All residents agree to allow the property manager to inspect their furniture at move-in. All residents agree to allow the property manager to provide and install a tight, synthetic covering on all mattresses and box springs in the occurrence that bed bugs are discovered in their apartment.

SECTION II. PROCEDURES REGARDING RENT

1. Rent

Rent is due the first day of every month. If the resident does not pay the full amount of the rent shown and agreed upon in the lease, or attachment thereto, by the close of business on the 5th day of the month, the landlord will terminate the lease for non-payment of rent.

2. Rent Increases

Management will make every effort to maintain the existing rent structure; however, rent increases occur periodically to keep pace with increased utility and operating costs. If rent must be increased, Management will issue a general announcement and agree to meet with all residents to explain the reason for the increase. Residents agree to abide by Management decisions, including necessary rent increases, or vacate their apartment.

SECTION III. RESIDENT APARTMENT

1. Unit Inspections

The Manager and resident will conduct a unit inspection at the time of move-in, noting any needed repairs or items the resident should not be held accountable for. This unit inspection will remain in the resident's file as long as the resident remains at an HRDE-Managed complex. At move-out, a unit inspection will be conducted by Management and the resident, or their representative, should be present. A comparison of both inspections will determine damage charges for which the resident is responsible.

An annual unit inspection will be conducted during the Annual Recertification process by Management and the resident. There will also be periodic inspections by the Department of Housing and Urban Development (HUD), the West Virginia Housing Development Fund and/or the United States Department of Agriculture. Residents will be notified in writing of any deficiencies found during any inspection, monthly extermination, or when maintenance is being performed in the unit.

2. Reporting Maintenance Needs

Please promptly notify Management of needed repairs or maintenance problems with any electrical or plumbing issues, or other fixtures or equipment malfunction. These would include leaky faucets/toilets, damaged screens, inoperable electrical fixtures, inoperable appliances, sticking or broken doors and windows, etc. Broken fixtures, doors, windows, water damage, etc., due to resident abuse or negligence must be paid for by the resident. All notification of repairs and/or problems should be reported to the office as soon as possible. Management will supply light bulbs to each new resident. The resident will be responsible for replacement of these items as they burn out.

Every resident will be responsible for all damages to apartments located adjacent to or beneath his/hers caused by his/her negligence, such as overflow of water, which is caused by failure to have a stopped up drain, or a water leak fixed before it causes damage and/or becomes a larger problem.

To ensure proper apartment upkeep and a safe living environment, the following guidelines must be observed:

- a. Residents are required to contact the Business Office to make arrangements for maintenance personnel to hang items on the walls. Residents are not to hang anything themselves. This type of maintenance is provided as a courtesy and will only be provided as maintenance personnel are available; and, is subject to Management Approval.
- b. No outside aerials will be permitted. As a benefit to residents, Management has arranged, at most sites, for the cable television company to install a master cable, in the project. Cable service is available to all residents at a reduced rate and the cable service fee will be paid each month along with the resident rent.
- c. Coasters must be used under the legs of all heavy furniture. Rubber tips must be kept on all tubular furniture. The coasters and rubber tips will prevent the denting, breaking, or cutting of floor coverings.
- d. Painting, wallpapering, redecorating or any other alteration of the apartment features is generally prohibited; however, written requests may be made to the Manager. If the alteration requests are for a reasonable accommodation, appropriate medical documentation must be included. The Manager will respond in writing, to this request.
- e. The apartment shall be kept clean at all times to ensure a safe and healthy environment. Apartment inspections will be made during monthly extermination for health and safety issues or infestation of vermin.
- f. Smoke detectors are installed in each apartment. It is the resident's responsibility to promptly notify the office if a smoke detector begins to beep repeatedly; or, to otherwise malfunction, as it may need replaced. Batteries for smoke detectors will be supplied by Management. Residents are not permitted to remove a battery from the smoke detector for any reason. If a battery is found to be missing due to resident error, the battery replacement will be a resident expense. Due to Insurance Regulations and Local Codes, these devices must be operable at all times, for every resident's safety.

Residents who render smoke detectors inoperable, or who fail to immediately report inoperable smoke detectors to the Manager, will be in violation of their Lease and will be given a 30 day notice that their Lease is being terminated.

I have read and understand the rules related to Smoke Detectors in the Apartment:

Resident Signature

Date

Resident Signature

Date

3. **Locks/Keys**

Locks may not be changed; nor, are any additional locks to be installed on the doors. The resident acknowledges receipt of a front door key, an apartment key, and a mailbox key. A key deposit of \$15.00 per set must be paid at move-in. All keys must be returned upon move-out. There will not be any key deposits returned until all keys are received at the office. If all keys are not returned, the charge for new locks will be deducted from the resident's security deposit. Residents may not duplicate any key. If the resident desires another person to access his/her apartment, the resident must contact the Manager. Management requires that all residents secure/lock their apartment door when they are not at home.

In multi-floor complexes, no outside person may have a key to the front door, except in extreme circumstances where Management deems it critical to the resident's well being. If permission is granted for someone to have a key, a photo ID must be provided and will be copied to ensure proper identification of the person, and a deposit of \$10.00 will be required.

Only residents will be issued a mailbox key in complexes where Management has USPS-authorized mail distribution control. Issuance of mailbox keys will be generally governed by the USPS.

A \$15.00 fee will be charged to the resident, if it is necessary to purchase a replacement set. A \$2.00 fee may be charged if a resident should misplace his/her apartment or front door key; and, has to disturb the Manager at an unreasonable hour. Unreasonable hours are defined as anytime other than normal office hours of the specific project.

4. **Utilities**

At initial move-in and annually thereafter, residents must sign an authorization for management to receive information regarding their utility usage. This information will be used as appropriate to determine the need to modify the utility allowance.

Residents pay electric, telephone and cable--Management will provide water, sewage, and garbage removal. Residents agree to pay their utility bills in a timely manner. A resident's utility obligation does not conclude until the move out date. Failure to pay a utility bill resulting in termination of service is considered a substantial violation and can result in termination of the Lease.

5. **Pest Control**

Extermination is done on a monthly basis and a notice is posted in the monthly Calendar of Events. The exterminator and management will enter every apartment to inspect and treat. Alternative treatment, based on verified medical needs, may be requested and will be subject to approval by Management.

All residents have a reasonable expectation to move into and live in a bed bug free environment. Vacant units are offered as pest free. Residents have the responsibility to report potential pest sightings, participate in reasonable preemptive measures to prevent the occurrence of pests, and to allow any necessary treatment of pests as determined by a licensed pest management professional.

It will be considered a substantial lease violation if a resident fails to cooperate with preemptive measures or extermination procedures, fails to allow access to the unit for the purpose of inspection of a suspected problem, or fails to report a suspected occurrence of a pest or bed bug problem. All residents agree not to acquire furniture from dumpsters or other unknown sources.

a. The property manager will inspect their furniture at move-in and any subsequent time that furniture is brought to the property.

b. The property manager will inspect all furniture prior to being moved from one apartment to another.

6. **Overnight/Extended Stay Guests**

Residents must receive permission for guests to stay more than three days and/or nights in any 30-day period. Any exception must have the prior written approval of Management and this requires an Overnight Visitation Waiver.

No guest will be permitted to stay in a resident's apartment without the resident present.

7. **Child Supervision**

All residents are responsible for their visitors and guests.

8. **Noise**

Residents are required to keep all noise levels at a volume that does not interfere with other residents' rights to the quiet enjoyment of the premises.

9. **Windows, Heating and/or Air Conditioning Units**

Each bedroom and each living room area must contain one window which is designated as a means of egress (emergency exit). These designated windows must have an obstruction free area of 18" from the window.

Additionally, each heating/air conditioning unit must have an obstruction free area of 18" and no personal items to include: furniture, knick-knacks, plants, etc. may be stored upon the heating/air conditioning unit.

10. **Personal Property**

Management assumes no responsibility for a resident's personal property. It is the resident's responsibility to insure personal possessions.

11. **Extended Absence**

Residents who are or have been hospitalized or are in the process of rehabilitation and the physician feels will return home, may continue to lease the unit as long as they are willing and able to pay the rent. Residents maintaining two residences will receive a 30 day notice that their Lease is being terminated.

SECTION IV. BUILDING AND GROUNDS

1. **Off Limits**

For the safety of residents, the maintenance/shop area of the building is "Off Limits". No one should be in this area except designated personnel.

2. **Responsibility**

Management will assume responsibility for the maintenance of all common areas and grounds. However, residents can assist by the following rules:

a. No littering, including cigarette butts.

b. No cutting of any flower, tree, bush, or shrub.

c. No destruction of the grounds, including the patio, etc.

3. **Parking Rules**

Parking spaces are limited and are intended for the use of residents and guests. Parking spaces are not intended to be used for storage of vehicles. All vehicles MUST be parked front-end first into the parking spaces. No trailers, boats, or large trucks are to be parked in the regular parking areas, without Management consent. All unregistered or illegally parked vehicles will be towed at the owner's expense; including vehicles parked without a valid license, inspection sticker or in an inoperative condition.

4. **Vehicle Repair**

There will be no repair work on vehicles in the parking lot, including changing oil, except in emergency situations where the vehicle cannot be moved without this work being done. Absolutely no outside vehicles can be brought onto the premises for repair work.

5. **Signs and Advertising**

Signs or advertising materials posted on the property, in apartment windows or on doors are unsightly and prohibited, except for temporary signs which Management has approved. In multi-floor complexes, a bulletin board is located on the first floor for use by the Resident's Association and Management.

6. **Alcoholic Beverages**

No open alcoholic containers will be permitted on any common community property. No public intoxication will be tolerated on any common community property, including the hallways, multipurpose room, and grounds.

7. **Firearms**

No loaded firearm will be permitted on the premises. No uncased firearm, or a weapon of any kind, will be permitted in common areas of the property. Local and federal codes apply to the transportation of all weapons.

8. **Fireworks**

No firecrackers or fireworks of any kind will be permitted at any time on the premises.

9. **Laundry**

A coin-operated Laundromat has been installed by the Sponsor for the convenience of the residents. The Laundromat is for residents and aides only. Aides may only use the equipment to do resident laundry. Personal washing machines and clothes dryers are not to be installed in any apartment not provided with specific laundry hookups. Violation of this rule will be cause for an immediate request to vacate the apartment.

Please clean machines of lint, etc., after each use and do not leave machines unattended with large loads such as rugs, blankets, sheets, etc. This can cause the machines to be off balance and damage them. Please time yourself to empty the machines as soon as the cycle is finished so other residents do not have to wait unnecessarily. Please remember to not overload the machines. If damage is done, to a machine, by resident negligence, the resident may have to pay for the repairs. Management will not be responsible for any property left unattended in the laundry room.

10. **Trash**

a. **Hazardous Materials**

All trash must be placed in securely tied plastic bags and placed in the garbage chute. Glass must be placed in the appropriate container in the trash room on each floor. Items that could injure someone such as broken glass, razor blades, straight pins and other items must be

securely wrapped, labeled, and placed in the appropriate container in the trash room on each floor. Items that could cause illness such as human feces, urine and animal waste must be placed in a securely tied plastic bag and taken directly to the dumpster. No loose garbage of any kind is to be put in the garbage chute or compactor. No trash, bottles, papers, boxes, feces or urine, etc. shall be placed in any hallway or other public place. Trash that is not appropriate to be placed in the dumpster, such as tires and large items that do not fit in the dumpster should not be set outside the dumpster area.

b. Medical Syringes/Supplies

Special handling for the disposal of medical syringes and supplies is required. It is recommended that a biohazard container, to retain syringes safely, be purchased from a pharmacist and utilized. If this is not possible, such syringes are to be placed inside coffee containers, with plastic lid firmly affixed, securely taped shut, and labeled. Containers for disposing of used medical syringes should be labeled, and the resident is responsible for proper disposal. If the complex provides hazardous waste containers, they must be utilized.

SECTION V. ANIMALS

1. Pets

Pets are permitted only in elderly/disabled sites in accordance with the Pet Agreement that must be signed BEFORE any pet may be brought onto the premises. Only a properly registered pet of the resident may be brought onto the premises. The Pet will not be permitted outside the Resident's unit, except to exit and enter the apartment and to use the designated area of the grounds for exercise and normal body function. Pets are not permitted in community rooms, laundry rooms, offices, or other Resident's apartments. **NO GUEST IS PERMITTED TO BRING A PET ONTO THE PREMISES, UNDER ANY CIRCUMSTANCE, AND A RESIDENT CANNOT HAVE A PET TEMPORARILY STAYING IN THEIR APARTMENT.** VIOLATION OF PET RULES IS DEEMED A SUBSTANTIAL VIOLATION OF THE RESIDENT'S LEASE AND WILL RESULT IN TERMINATION OF RESIDENT'S LEASE.

All dogs and cats are required to be spayed or neutered. Proof of annual inoculations must be submitted to the management office each year.

2. Therapeutic/Assistive Animals

Therapeutic/Assistive animals will be permitted according to state and federal laws in accordance with the Therapeutic/Assistive Animal Agreement that must be signed before an animal may be brought onto the premises.

SECTION VI. DRUG FREE HOUSING

Drug-Free Housing/Criminal Activity

HRDE-managed complexes aid and support drug-free housing. In order to help maintain a drug free project, the following policies will be strictly followed. It is the policy of these complexes that residents, members of his/her household, guests, and any other person under the resident's control must not engage in or permit (1) any criminal activity, including drug-related criminal activity, in the apartment or elsewhere on or near the premises; (2) any other unlawful activity in the apartment or elsewhere on or near the premises. The resident is held responsible and hereby acknowledges and accepts responsibility for the actions of himself/ herself, all members of his/her household, all guests, and any other persons under the resident's control regarding the issue of keeping the project and nearby areas free of illegal activities, including drug-related activity.

The resident further acknowledges that he/she understands that Management may terminate the resident's Lease based on the following criminal activity engaged in by the resident, any member of the resident's household, any guest of the resident, or any other person under the resident's control:

- a. criminal activity that threatens the health, safety, or right to the peaceful enjoyment of the premises by other residents;
- b. criminal activity that threatens the health, safety, or right to the peaceful enjoyment of their residence by persons residing in the immediate vicinity of the project;
- c. criminal activity that threatens the health and safety of any employee of the project, or threatens the health and safety of any person with whom the project conducts business; or
- d. drug-related criminal activity on or within 1000 feet of the premises. "Drug-related criminal activity" shall mean the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of controlled substances as defined in Section 102 of the Controlled Substance Act, 21 U.S.C. 802.
- e. The resident agrees that he/she, members of his/her household, and his/her guests will not engage in or permit the following:
 - (1) any criminal activity, including drug-related criminal activity whether in the unit or elsewhere on or within 1000 feet of the premises; or
 - (2) any other unlawful activity in the unit or elsewhere on the premises.
- f. The resident acknowledges that drug-related criminal activity includes but is not limited to the following:
 - (1) possession, usage, distribution, transportation, sale, manufacture, storage of illegal drugs and/or drug paraphernalia; or
 - (2) conviction of violating any state or federal laws relating to illegal drugs and/or drug paraphernalia; or
 - (3) the trading, borrowing, giving or selling of prescription medications.

I have read and understand Section VI. Drug-Free Housing:

Resident Signature

Resident Signature

Date

SECTION VII. GENERAL

1. **Adding Person(s) to a Lease**

Applicants requesting to be added to a resident's lease must meet the same screening criteria as a new applicant. No one failing the screening criteria will be given an apartment or added to the lease of the present resident. A judge's decision or court order must be presented as proof of dependency for any minor who is not the dependent son or daughter of the applicant.

Management will not admit a new resident or approve a request by a current resident to add a person to a household if Management has reason to believe that the proposed new household member is currently engaged in: (1) criminal activity that threatens the health and safety of or right to peaceful enjoyment of the premises by residents or employees at this site; or (2) any drug-related activity.

2. **Conduct**

It is the resident's responsibility to obey the rules and conduct himself/herself in a mature, adult and socially acceptable manner and to see that his/her guests do the same. Clothing, including a shirt and shoes, is required in all common areas and grounds. Proper attire is required at all times in the common areas. Complaints regarding proper attire will be addressed individually by management. Continued complaints of excessive noise, disruptive behavior, or any other activity that interferes with the rights and privileges of the other residents will not be tolerated. No guest will be permitted to stay in a resident's apartment unless the resident is also present. If the aforesaid practices continue beyond reasonable approach from the Management, the Manager will reserve the right to evict the offender from his/her apartment. Residents will be held responsible and liable for the actions of their guests.

3. **Convicted Felon/Sexual Offender**

No person who has a violent criminal history will be permitted on the property at any time. No person who is subject to a lifetime registration requirement under a federal or state sex offender registration program will be permitted on the property at any time.

4. **Assault**

a. Physically assaulting the Manager, Staff or another resident is regarded as a **Substantial Lease Violation and will result in immediate termination of the Lease.**

b. Verbal assault of the Manager, Staff, another resident, or any other person is regarded as a **Minor Lease Violation. The resident will be given one documented verbal warning, a second incident will result in a written warning and a third incident will result in the termination of the Lease.**

c. The resident will be responsible and held accountable as outlined in 4a or 4b, for the actions of members of his/her household and his/her guests.

5. **Destruction Of Property**

Destruction or theft of property will not be tolerated, including but not limited to the furnishings in the apartment, furnishings in the multipurpose room, activity rooms, laundry rooms, hallways, elevator, other common areas, grounds, and authorized signs or announcements posted by Management about the building. Any such destruction by a resident, a resident's guest, or member of the resident's family will result in a 30-day notice

that the resident's Lease is being terminated. The resident will be responsible and held accountable for the actions of members of his/her household and his/her guests.

At no time is ANYONE permitted to stand or block open an automatic door or an elevator door. Automatic doors and elevator doors that are held or propped open will become out of synchronization and fail to operate properly. The management office has a key that allows staff to set the elevator for moving furniture in and out of the building.

6. Termination of Lease

Except as otherwise explained in the House Rules, **a resident's Lease will be terminated for one Substantial Violation or repeated Minor Violations of the Lease or House Rules.**

- a. A resident is held responsible for the actions of all household members and guests as long as they are on the property. The resident's Lease will be terminated for violations committed by other household members and by guests.
- b. A resident will be given a verbal warning for a minor violation, which will be documented. A second minor offense will result in a written warning delivered to the resident. A third minor offense will result in termination of the Lease agreement both mailed and hand delivered to the resident. Minor violations may include; but, are not limited to actions or noises that are not serious enough to warrant immediate termination of the lease. **Minor violations may include the following:**
 - (1) disrupting the livability of the project for other residents;
 - (2) adversely affecting the health or safety of any person, including but not limited to violation of the rules pertaining to entrance doors, exit doors and housekeeping;
 - (3) adversely affecting the right of any resident to the quiet enjoyment of the leased premises and related project facilities;
 - (4) interfering with management of the project or having an adverse financial effect on the project;
 - (5) minor damage to the unit or common areas;
 - (6) verbal assault of the Manager, Staff, another resident, or any person.
 - (7) reckless operation of a personal motorized device to include i.e., speeding, etc.
- c. A substantial violation of the lease by a resident, household member, or guest will result in termination of the lease agreement both mailed and hand delivered to the resident. **Substantial violations include, but are not limited to:**
 - (1) late rent;
 - (2) failure to reimburse the Landlord within 30 days for repairs made;
 - (3) permitting unauthorized persons to live in the unit;
 - (4) serious or repeated damage to the unit or common area;

- (5) creation of physical hazards, including smoking anywhere on the project where oxygen is being used medically;
- (6) serious interference with the rights and quiet enjoyment of other residents;
- (7) failure to repay unauthorized rent assistance payments;
- (8) failure to timely supply all required information on the income and composition, or eligibility factors of the resident household (including failure to meet the disclosure and verification requirements for Social Security Numbers, as provided by 24 CFR Part 750, or knowingly providing incomplete or inaccurate information);
- (9) nonpayment of rent or any other financial obligation due under this Agreement (including any portion thereof) beyond any grace period under State Law;
- (10) violation of the Domestic Violence Lease Addendum;
- (11) physical fighting on the property;
- (12) any criminal activity that results in arrest and conviction;
- (13) any drug-related activity;
- (14) physically assaulting the Manager, staff, another resident, or any other person on the premises of HRDE-managed properties;
- (15) any action that threatens the health or safety of the Manager, staff, another resident, or any person on the premises of HRDE-managed properties;
- (16) violation of the Pet Policy;
- (17) failure to maintain utility services in the resident's name and to pay utility bills timely;
- (18) striking another individual with a motorized device that results in injury; or,
- (19) permitting an individual listed on the ban/bar log entry to the building.

7. Security In Complexes With Elevators

- a. While Management does not assume responsibility for the personal safety of the residents, an effort is made to keep the building secure. Residents who take steps to circumvent the security systems will be subject to termination of their Lease.
- b. ABSOLUTELY NO ONE IS TO BE ADMITTED THROUGH THE SIDE DOORS. THESE DOORS ARE FOR EMERGENCY EXIT ONLY. Residents are not to use the side doors for entering or exiting the building; nor, are they to leave the doors propped open.
- c. Residents should admit through the front door or rear door (if applicable) only their own guests. Residents are not to admit strangers or the guests of other residents. Residents who choose not to have a telephone, must meet their guest(s) and/or aide at the front security door. Management and other residents do not, and should not, bear the responsibility of letting these people into the building.

- d. Safety doors to the multipurpose room and activity rooms, etc., must be kept closed at all times.
- e. Violation of these rules endanger residents in the entire building and will not be tolerated.

8. Packages

As a service and convenience, packages may be left by the mail carrier in the office. Management will retrieve these packages for residents during normal business hours (8:30 – 4:30/Monday – Friday) upon request. In all cases, Management cannot be held responsible for any lost or stolen packages or deliveries. **Management will not accept local deliveries of medications.**

9. Solicitations

Management does not want residents to be bothered by a steady stream of solicitors, fundraisers, or peddlers. All such persons or agencies will be required to receive advance permission before such solicitors may go to the resident’s door. If permission is granted, a card of authorization will be given to the solicitor. Ask to see the card. The card must be returned to the office on the day issued at a specified hour. Any unauthorized solicitations should be reported immediately to Management.

10. Smoking/Tobacco

- a. Smoking/Tobacco use will be permitted only in individual apartments and outside. No smoking or tobacco use will be permitted within fifteen (15) feet of the entrance or in common areas, including the multipurpose room, hallways, the Laundromat, and the office.
- b. Smoking in the presence of oxygen equipment or while a resident or anyone else is required to use medically necessary oxygen is a serious danger and is considered a substantial violation of the lease and therefore is **ABSOLUTELY PROHIBITED**. The resident will be held responsible for the actions of other members of his/her household and for his/her guests in this regard. **Any resident caught smoking or letting a household member or guest smoke while oxygen equipment is present will be given a 30-day notice of termination of his/her lease.**

I have read and understand the rules related to Smoking/Tobacco in the Apartment:

Resident Signature

Resident Signature

Date

11. Grievance

All grievances regarding operating procedures at the site are to be registered in writing with the Manager. Assistance will be provided in documenting your grievance if needed. The resident should give an explanation of the complaint, what outcome is desired, and an address and telephone number at which he/she can be reached.

If a resident has a grievance that cannot be resolved following a meeting between the Manager and the resident, a copy of said grievance should be mailed to:

HRDE – Housing Administrative Assistant
1644 Mileground
Morgantown, WV 26505

Telephone calls to the main office will result in the resident being referred back to the Manager. If the resident is a person with a disability or if there are other circumstances that prevent him/her from putting the complaint in writing, he/she may inform management of this fact and may request to make reasonable accommodations in nonessential policies or practices to enable equal opportunity.

12. Discrimination

All HRDE Managed complexes are equal opportunity housing facilities. Applicants and residents will not be subject to discrimination based upon race, color, creed, religion, sex, national origin, age, familial status, or disability. HRDE employs an Equal Opportunity Officer, **Mr. Taylor Runner, who can be reached at 1644 Mileground, Morgantown, WV 26506, telephone number (304) 296-8223 or (304) 366-4066** or TDD telephone relay 1-800-982-8771. Any indication of discrimination should be reported to him at once.

13. Individuals With Disabilities

Section 504 of the Rehabilitation Act of 1973, as amended, states that no otherwise qualified individual with disabilities shall, solely by reason of his disabilities, be excluded from the participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. HRDE-managed complexes have a Section 504 compliance form on file for resident's inspection.

The Fair Housing Amendments Act of 1988 states that it is unlawful for a project to refuse to make reasonable accommodations in rules, policies, practices, or services. Such accommodations may be necessary to afford an individual with disabilities equal opportunity to use and enjoy a dwelling unit, including public and common use areas.

It is HRDE's intention to comply with all 504 and Fair Housing Act requirements. Requests for accommodation will be reviewed on a case-by-case basis to insure that they are realistic without causing undue financial and administrative burden to the project.

14. House Rules

Each resident will receive a copy of the House Rules, which becomes a part of his/her lease. House Rules are subject to reasonable change following a 30-day notice of such to each resident. Revised House Rules will be posted in the office with the effective date, and a copy will be hand-delivered to each resident.

15. Expiration of the HUD Contract

Management may terminate the resident's Lease Agreement upon the expiration or termination of the Section 8 PRAC Contract between the Owner and the Department of Housing and Urban Development (HUD), which provides rental assistance for the resident.

I have received and read the Lease Addendum-House Rules:

Resident Signature

Date

Resident Signature

Date

Manager Signature

Date

HRDE 8/14 Lease Addendum-House Rules

