

Property Information
TTY (800) 366-6888

HOUSE RULES (03/20)

We would like to welcome you to your new home. The purpose of the House Rules is to protect the peace and quiet enjoyment of each resident. Accordingly, management requires the following rules be observed.

Reporting Requirements: The following changes **must be reported to management immediately**, preferably in writing, as a condition of continued assistance:

- Any adult household member becomes a student at an institution of higher education.
- Any household member moves out of the unit.
- Any addition to the household, including a proposed roommate or the birth of a child.
- Any unemployed adult household member obtains employment.
- The household's income cumulatively increases by \$200 or more per month.

Criminal Activity: Arrest or conviction of a member of the household for any criminal activity which would be cause for denial of an applicant, as listed in the Tenant Selection Plan, will result in termination of tenancy.

Violence Against Women's Act (VAWA) Protection:

- The Landlord may not consider incidents of domestic violence, dating violence or stalking for termination of assistance, tenancy or occupancy of the **victim** of abuse.
- The Landlord may not consider criminal activity **directly relating to abuse**, engaged in by a member of a tenant's household, guest or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy if the tenant (or an immediate member of the tenant's family) is the **victim or threatened victim of that abuse**.
- The Landlord may request in writing that the victim, or a family member on the victim's behalf, certify that the individual is a victim of abuse and that the Certification of Domestic Violence, Dating Violence or Stalking, Form HUD-91066, or other documentation as noted on the certification form, be completed and submitted within 14 business days, or an agreed upon extension date, to receive protection under the VAWA. Failure to provide the certification or other supporting documentation within the specified timeframe may result in eviction.

Rent: Rent is due in advance, on the First day of the month. If rent is not paid in full by the end of the 5th day, management may collect a fee of \$5 on the 6th day of the month and \$1 for each additional day the rent remains unpaid during the month it is due.

Occupancy: Only those listed on the Lease and on form HUD-50059 may occupy the apartment. The tenant agrees not to sublet the unit and will use the premises only as a private dwelling.

Guests: Visitors are welcome to stay for short intervals. Tenants must obtain **prior written approval** from management if your guest plans to stay longer than 5 consecutive days or a total of 14 days during a 12 month period. Residents are responsible and liable for the conduct of their guests.

Neighbors: Please be respectful of other resident's rights. Television, radio, stereo, etc. must be kept to a volume that will not disturb the rights or comfort of your neighbors. Loud parties or acts which endanger others are prohibited.

Pets: Pets are not allowed at the property. Service/Companion animals are exempt; however management must be notified in advance. Please ask guests to refrain from bringing pets into your apartment or onto the premises.

Smoking: North Dakota Law prohibits smoking in public places. By law “public places” includes hallways, entry areas, offices and any other common areas in the apartment building.

Smoke Detectors: The smoke detector(s) in your apartment are inspected to ensure proper operation when you move in and annually thereafter. Replacement of batteries in the smoke detector(s) during occupancy is the resident’s responsibility. If you need assistance installing the battery, please contact the office. It is unlawful to disconnect a smoke alarm. Please notify the office immediately if it is not working properly.

Maintenance: Please contact the manager if you have maintenance issues. Emergency calls will be handled immediately.

Inspections: The tenant is responsible to keep their apartment clean; use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended. Periodic Inspections will be conducted annually; however management reserves the right to conduct inspections more frequently if deemed necessary. The tenant agrees to permit management to enter the unit for the purpose of making reasonable repairs and periodic inspections. Management agrees to enter the unit only during reasonable hours and to provide reasonable advance notice of intent to enter except during emergency situations.

Insurance: Management recommends carrying renter's insurance to cover your personal belongings. Personal property is not covered under the landlord's policy.

Keys/Locks: Management will charge the tenant \$_____ for each lost key or key not returned upon vacating the apartment. Excessive calls to open doors will necessitate a charge of \$_____ per occurrence. The tenant agrees not to install additional or different locks on any doors or windows without prior written permission from management.

Laundry: Coin operated laundry is provided for tenants only. Please remove clothing from the machine promptly and clean the machine after each use. Do not use dye in the machines. Please report any malfunction to management.

Trash: All trash must be in plastic bags and placed in the dumpster with the cover firmly closed. Upon removal from your apartment, dispose of trash immediately. Trash is not allowed in the hall, entryway or any common areas.

Grounds and Common Areas: The grounds and common areas of the property are for your use and enjoyment. Please do not litter the grounds or common areas. Destruction, damage or defacing the unit, common areas, or project grounds will result in eviction.

Parking/Vehicles: Adequate parking for tenant passenger vehicles is provided. “No Parking” areas must be observed. Washing vehicles, oil changes or other vehicle maintenance on the property is prohibited. All vehicles must be properly licensed and operable or they will be towed at the owner’s expense.

Damages: Management reserves the right to bill the tenant for repair charges for damage caused by carelessness, misuse, or neglect on the part of the tenant(s), family members or visitors. The tenant agrees to pay the cost of such repairs within 30 days after receipt of the Landlord's bill.

Security Deposit: The tenant will be eligible for a refund of the security deposit only if the tenant has provided management with a 30-day written notice of intent to move by the 1st day of the month in which the tenant plans to vacate the unit. Any damage beyond normal wear and tear will be deducted from the security deposit.

Extended Absence or Abandonment: Abandonment is distinguished from an absence from the unit by the tenant’s failure to pay the rent due for the unit and failure to acknowledge or respond to notices from the owner regarding the overdue rent.

- **Extended Absence:** The tenant must inform Management if the household will be absent from the unit for an extended period of time up to 60 continuous days or up to 180 continuous days for medical reasons. However, the family is eligible for assistance only if the unit is the family's sole residence. The owner will initiate termination of assistance and/or tenancy if the tenant fails to inform Management of the absence or if the absence lasts longer than indicated.
- **Abandonment:** Housing Assistance Payments cease the day the unit is discovered to be abandoned. Abandoned property and the eviction process will be in accordance with North Dakota state law.

Safety:

- Barbecue grills, both propane and charcoal, must be stored and used at least 5 feet from the building.
- Exercise caution when extinguishing smoking materials. Do not put smoking materials out in planters or discard anywhere on the property. Use an air tight container, such as glass jar with a lid or a can with sand in the bottom.
- Storage of gasoline, cleaning solvents or other combustibles in or around the premises is prohibited.
- Firearms are not allowed in your apartment or within the building.

Miscellaneous:

- Replacement of light bulbs during occupancy is the resident's responsibility.
- Alterations are not allowed without prior written consent by management.