

SECTION 8 MacLAREN HOUSE

HOUSE RULES – HOUSING AUTHORITY OF THE CITY OF STERLING, COLORADO

This Agreement is made and entered into this _____ day of _____ between the Housing Authority of the City of Sterling, Colorado as Landlord, and _____ as Tenant. The Lease Agreement dated _____ between the parties for the lease of dwelling unit _____ in the property known as Housing Authority of the City of Sterling, Colorado, is hereby amended with the addition of Disclaimer of Personal Property Liability, Security Deposit Forfeiture, Rules and Regulations, Maintenance and Emergency Instructions, Vacating and Cleaning Instructions, and Schedule of Charges for Tenant Caused Damage(s).

TERMINATION AND RENEWAL:

Unless terminated or modified as provided herein, this Amendment shall remain in force throughout the term of the Lease Agreement.

DISCLAIMER OF PERSONAL PROPERTY LIABILITY:

The management and owners of this apartment complex hereby notify all residents that we are NOT RESPONSIBLE for the loss of or damage to any personal possessions and property. Such items are NOT COVERED by the apartment's insurance, and **insurance of your personal property is solely your responsibility.**

The following are examples of incidents for which the management has NO RESPONSIBILITY:

Burglary: Should your apartment be burglarized and any of your possessions stolen, management has no liability.

Water Damage: If a water line broke in your building, ruining your apartment and/or your possessions, management insurance would cover damages to the building, but not your property.

Act of God: Management's insurance will cover damage to the building, but not personal property.

Flood: In case of flood, our insurance coverage will not repair or replace your personal property.

Fire: In the case of fire, again management maintains insurance coverage for the building, but not your personal property.

With this information in mind, management would like to **STRONGLY** recommend your **purchase of a RENTER'S INSURANCE POLICY to provide coverage for your personal property.**

MAINTENANCE AND EMERGENCY INSTRUCTIONS:

Maintenance – Please contact the Leasing Office with maintenance requests during office hours. Our telephone number is 970-522-0869. It is our goal to answer all requests within 24 hours. Your assistance in pointing out problem areas is necessary. Please contact us, personally, in writing, or via telephone on problem areas promptly.

Emergencies – *The following items constitute serious emergencies:*

1. *Fire and natural disasters that damage or threaten damage to life.*
2. *Burglaries and vandalism.*

*For the above emergencies, call the police department – **DIAL 911***

* *For the following types of emergencies, please contact the on-call person:*

1. *Heating system breakdown in cold weather.*
2. *Broken water pipes or serious water leaks.*
3. *Electrical short or failure.*
4. *Plumbing backup.*
5. *Burglaries and vandalism.* **SEE NEXT PAGE**

**Contact or [REDACTED] or [REDACTED]
immediately for any of the prior listed emergencies.**

If you feel that your concerns/requests are not being addressed, please write to:
Housing Authority of the City of Sterling
1200 N. 5th Street
Sterling, CO 80751

RULES AND REGULATIONS:

These rules and regulations are a part of the lease. All residents are expected to abide by these rules and regulations. Violation of these rules will be dealt with as a violation of the lease.

STATUTORY AND REGULATORY CLARIFICATIONS

*Mandatory Prohibition for Lifetime Sex Offenders per HUD regulations at 24 CFR 5.856; 960.204(a)(4); and 982.553(a)(2) prohibit admission after June 25, 2001, if any member of a household is subject to a State lifetime sex offender registration requirement. Note: Regulations for hearing for the Public Housing and Housing Choice Voucher programs at 24 CFR 966 Subpart B and 982.555 respectively, continue to apply.

*Public Housing Authorities must perform criminal background checks during the application process; this background check should be completed on a national database covering sex offender registries in all states. Prior to denying admission to an applicant for PHA-administered programs covered in PIH Notice 2012-28 dated 11, 2012, the applicant must be notified of the right to dispute the accuracy and relevance of the criminal background check information.

*Background criminal checks will be conducted during the initial application process and at recertification/reexaminations on all tenants.

RENT PAYMENTS: All rents are due and payable on the first of every month and are payable at the on-site leasing office unless otherwise designated in writing at the leasing office. For your convenience, you may mail your payments to: Housing Authority of the City of Sterling, Colorado, Attn: Leasing Office, 1200 N. 5th Street, Sterling, CO 80751. For any payment not reaching the leasing office by the 5th of the month, the tenant will be assessed the late fee of \$5.00. Any rent not paid by the 5th day of the month will be considered delinquent. If one (1) rent payment check is returned for non-sufficient funds (NSF), the tenant will be required to make all future rent payments by money order or cashier's check. If rent payments are consistently late (after the 5th of the month), management may begin the eviction process. Any NSF check presented to management for payment will be assessed a processing fee of \$10.00 in addition to the bank charge.

NOTICE TO VACATE: We require the tenant to submit WRITTEN NOTICE to the owner 30 days prior to the vacate date.

HOUSEHOLD PETS: Small, non-threatening dogs, cats and other animals are permitted upon proper registration, licensing, and payment of a refundable \$300.00 pet deposit. All Pet Rules must be followed. Assistive animals and/or animals required for medical purposes will be allowed with no deposit. Owners of such animals must abide by all Pet Rules, which is an attachment to the lease, if applicable. The tenant must be able to care for the assistive animal and clean-up after it.

NOISE: Tenants and guests shall have due regard for the peace, comfort and enjoyment of other residents. Musical instruments, radios, television sets, record player, etc., shall

be played only during reasonable hours, normally 6 a.m. to 10 p.m., and at reasonable volume.

ATTACHMENTS TO BUILDING: No wires, aerials or satellite dishes for radio or television, or wires, ropes, etc. for clothes drying, etc., shall be installed on the roof, decks, or other parts of the building.

SUBLETTING: Apartments may not be sublet. Only the specified persons designated in the Rental Application and Lease Agreement shall occupy said apartment.

MOVING: Moving may take place between the hours of 7:00 a.m. and 7 p.m.

BREAKAGE: Tenants will be required to pay for all breakage, and for all damage and cleaning beyond normal wear and tear to the property.

RESPONSIBILITY FOR DAMAGE: Tenants must keep their dwelling clean, dispose of rubbish, garbage, and all personal belongings, properly use all appliances (stove, refrigerator, toilet, etc.), prevent infestation, and not damage or destroy anything on the premises or cause a nuisance.

EXTERMINATION: Tenant may responsible for cost of fumigation when infestation is created by tenant's negligence. Tenants must remove all dishes from cabinets, items from bottom cabinets, items from bathroom cabinets and closets, if it is determined an infestation exists, to allow exterminator to spray as necessary.

WINDOWS AND PATIO: Dust mops, rugs, tablecloths and clothing shall not be shaken, cleaned or left in any of the public areas, of any window, door, deck or landing. Exterior windowsills and ledges shall not be used for storage of bottles, food, etc. Personal property will not be stored on patio's (family units).

LITTER: Tenants are responsible for keeping the yard, porches, breeze ways, etc. near their apartment free of trash and litter.

CHANGING APARTMENTS: In order for a tenant to move from one apartment to another within the complex certain criteria must be followed. The tenant must be in good standing with the Housing Authority, must have resided in their current apartment three years, and must have adequate housekeeping skills.

ALTERATIONS: No changes to any fixture, wiring or alteration to apartment, including entry door lock, will be permitted without written permission by management. No credit will be given for repairs, painting, etc., made by tenant. Approval must be obtained prior to hanging of any heavy object on the walls or ceiling. Use only picture hooks to hang pictures, mirrors, and decorative items on the walls.

WATER RUNNING: Water shall not be left running in the kitchen, bathroom, laundry room or elsewhere. Immediately report all plumbing defects to the Leasing Office.

Tenants may be required to pay for damage and plugging of plumbing due to their neglect.

GARBAGE: All garbage, papers, boxes or refuse are to be deposited in garbage containers that are provided and are located near each apartment building or within the apartment building. **Loose garbage is NOT to be deposited in the garbage chutes.** All wet garbage must be wrapped and the lids replaced when the garbage has been placed in the container.

BICYCLES: All wheeled apparatus including bicycles, tricycles, and motorcycles cannot be ridden across or parked on the sidewalks or grass planted areas. These items cannot be stored in halls, walkways, stairways, laundry rooms, porches or public areas, except as specified by management.

LAUNDRY ROOMS: This room is provided for the tenant's convenience. All equipment is coin operated and is used by the tenants with the understanding that management does not assume responsibility for failure of this equipment to perform properly or for damage to clothes as a result of its use. Management is also not responsible for any injury to a tenant by reason of use of the equipment. Cooperation with other tenants is requested in use of this room. Management is not responsible for any clothing or articles stolen, damaged or left in the room.

PARKING AREA: Tenants will not be permitted to park more than two vehicles on the property parking lot. Boats, trailers, campers and other oversized vehicles are not permitted. All vehicles parked on the property must be operable and properly licensed. Tenants and their guests are not permitted to wash (unless with bucket/rag) or repair cars, motorcycles, trucks, or other motor vehicles on the grounds of the property.

ACTION OF GUESTS: Tenants are responsible for the actions of their guests and themselves and agree to reimburse owner for any vandalism or damages caused by these parties, and understand no sitting, smoking, drinking or loitering in public areas is permitted.

KEYS: Tenant agrees to pay \$3.00 for each key lost during tenancy. Lost or damaged
KEY CARDS: Tenant agrees to pay \$20.00 for each replacement. Entrance locks can only be changed by the management or representative of the management of the property with the cost being charged to the tenant. Unauthorized locks will be removed at the expense of the tenant. Tenant agrees to NOT allow anyone access to keys provided to tenant at move-in to maintain building security. Providing keys to anyone not identified on the lease, without prior approval of management, can result in eviction or non-renewal of the lease when lease terminates.

STORAGE: No storage of personal belongings or furnishings will be permitted on decks, porches, or public areas.

WATER BEDS OR WATER FURNITURE: NO water beds or water-filled furniture are permitted. Aquariums in excess of 20 gallons are not permitted.

DRAPES: No venetian blinds, draw shades or non-conforming curtains or drapes shall be installed on exterior windows without the written permission of management. All window coverings must show white to the outside. No foil, tape, or plastic on windows.

ROOF ACCESS: Tenants are not permitted access to the roof.

COMPLAINTS: All complaints, requests, and maintenance defects shall be made in writing directly to management. All tenants are requested to report at once to management any instance where an employee is discourteous or neglects his/her duties toward the tenant at any time.

FLAMMABLES: NO paints, oils, gasoline, or any inflammable materials will be permitted in the apartments or patio areas.

GUESTS:

A. Guests are not permitted to visit any apartment more than 14 days per year without the written permission of the Leasing Office. Guests of tenants who stay in units longer than 7 consecutive days will be required to provide their names and the anticipated length of their stay to the Leasing Office.

B. No person who is not on the lease is to move into the unit without first obtaining written permission from the Leasing Office and only then with the proper screening criteria and verifications.

C. No person(s) will be allowed to join a household within six (6) months of tenants move-in, except adopted or new born children.

MAIL BOXES: Federal Law prohibits the use of mail boxes for the distribution of materials except by authorized government employees.

TENANT INSURANCE: Again, we strongly suggest that every household purchase and maintain their own insurance on this apartment unit for the period of their tenancy.

SMOKE ALARMS: Upon becoming aware of any deficiency in your smoke alarm, immediately contact the Leasing Office. You are accountable for its loss, abuse, destruction or removal by other than management personnel.

LATE FEES: Tenant rent is due the first day of each month. Owners may assess a charge if the tenant has been given at least 5 calendar days as a grace period to pay the rent. The rent must be received by the fifth day, not postmarked by then.

*On the sixth day, the owner may charge a fee, not to exceed **\$5.00** for the period of the first through fifth day that the rent is not paid. Additionally, the owner may charge a fee

of \$1.00 per day for each additional day the rent remains unpaid for the month, not to exceed \$30.00 for the month.

INSPECTIONS: Occupied dwelling inspections are performed to ensure the units are in good condition. You will be notified in writing of the scheduled inspection date at least 48 hours in advance of such inspection.

PUBLIC SALES OR AUCTIONS: Public sales or auctions are prohibited on the premises without written permission from the Leasing Office.

NO CASH POLICY: Housing Authority of the City of Sterling, Colorado has a strict “NO CASH” policy for payment of rent and other charges. All rents and other charges must be paid using checks, Cashier’s check or money order. Under no circumstances is a Leasing Office allowed to accept cash from a tenant. If the Leasing Office requests cash, please call (970) 522-0869 immediately. Your rent must be paid by check, cashier’s check or money order only, made out to Housing Authority of the City of Sterling, Colorado. You are responsible for getting an authorized receipt signed by the Leasing Office. It is important that you keep your receipts as proof of rental payment.

UTILITIES: The Housing Authority of the City of Sterling, Colorado pays for all utilities except additional appliances (freezers, air conditioners, etc.) and excess utilities utilized within the family units.

LOITERING: No sitting, drinking or loitering on, under or around common areas or any place that would obstruct the path of other tenants.

CONSUMPTION OF ALCOHOL: Consumption of any and all alcohol must be confined to the tenant’s apartment.

OUTSIDE COOKING AND BARBECUING: Any damage resulting from tenant using any outdoor cooking mechanism, will result in tenant being charged for those damages. Care must be exercised to prevent fires. Tenant is responsible for damage.

GRIEVANCE PROCEDURE: Tenant grievance forms are available for your use by contacting the Manager; return completed form to Leasing Office. We encourage that all complaints and disputes be settled between Tenant and Leasing Office. If an acceptable solution cannot be obtained by Tenant and Leasing Office, the grievance may be presented to the Director of the Housing Authority of the City of Sterling for further consideration. You can expect a reply within a reasonable length of time. A copy of the Tenant grievance and appeal procedure is available for your reference in the Leasing Office. If your grievance is directed toward the Leasing Office, you may send your complaint to: 1200 N. 5th Street, Sterling, CO 80751, Attn: Director of Housing.

*FAILURE TO COMPLY WITH THE RULES AND REGULATIONS WILL RESULT IN THE ISSUANCE OF A LEASE VIOLATION. MANAGEMENT WILL INITIATE **LEGAL***

ACTION TO TERMINATE TENANCY FOR MATERIAL NON-COMPLIANCE WITH THE LEASE AND OTHER GOOD CAUSE.

SECURITY DEPOSIT:

Below you will find vacating and cleaning instructions. Please read this information. You are required to clean your dwelling unit when you vacate under the terms of the lease. The instructions are listed in the Required Cleaning For Deposit Return paperwork. Portions or all of the Security Deposit may be retained by the Landlord for any of the following: **a. Non-payment of rent; b. Abandonment of the premises; c. Non-payment of utility charges; d. Repair work; or e. Cleaning of your unit upon vacating.** If the Landlord retains any portion of the Security Deposit, a written statement setting forth the exact reasons for the retention of said portion is required. This statement must be accompanied by a return of the balance of the deposit if a balance remains.

VACATING AND CLEANING INSTRUCTIONS:

VACATING INSTRUCTIONS: When you plan to move from the dwelling unit, you are required to do the following:

- 1. Give a 30-day **written notice** to the Leasing Office.*
- 2. Notify the postal service.*
- 3. Attend move-out inspection of your dwelling units as scheduled by the Leasing Office.*
- 4. Give the Leasing Office your forwarding address so that any Security Deposit balance may be forwarded.*
- 5. Return all keys to the Leasing Office on the day you move.*

SMOKE-FREE RULES:

To promote the quality of air and the health and safety of all residents, all property is designated smoke-free. Smoking is not permitted anywhere on the premises, including units, common areas, and outdoor areas. “Smoke” or “Smoking” means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated tobacco or plant product intended for inhalation, including hookahs and marijuana, whether natural or synthetic, in any manner or in any form.

“Smoking” also includes the use of an electronic smoking device, which means any device that can be used to deliver aerosolized or vaporized nicotine to the person inhaling from the device, including, but not limited to, an e-cigarette, e-cigar, e-pipe, vape pen or e-hookah.

All residents and guests are prohibited from smoking anywhere on the premises, including: individual units and associated balconies, decks, or patios; common areas; and outdoor areas. Residents will inform their guests that the property is designated smoke-free.

Any deviation from the smoke-free rules by any resident, a member of their household, or their guest will be considered a violation of house rules and the lease.

If a resident sees smoking or smells tobacco smoke in any place on the premises, they are to report this to building management as soon as possible. Management will promptly see the source of the smoke and take appropriate action.

I have read, understand and agree to abide by the rules and regulations as set forth. I also understand my failure to comply with these rules and regulations may result in my eviction from the property for material non-compliance.

Tenant	Date
Co-Tenant	Date
Co-Tenant	Date
Leasing Office Representative	Date

Revised 04/2021