

WAYNE COUNTY HOUSING AUTHORITY
PO BOX Z
130 CARBONDALE RD.
WAYMART, PA 18472

Revised 2/9/2018

Revised 6/20/2018

ATTACHMENT NO. 3 (HOUSE RULES)

1. *A schedule of charges to Tenant for maintenance repairs beyond normal wear and tear shall be posted in the Authority Office. Charges are due and payable within thirty (30) days after receipt of the Landlord's demand for the repair charges.*
2. *Tenants shall not wash or repair cars on grounds.*
3. *Bicycles are to be stored in the storage bike racks provided and at no time may be permitted to block the entrance ways or hallways.*
4. *Tenants are to keep the premises within the boundaries (as indicated on a map of unit complex) of the assigned unit to Tenant for Tenant's exclusive use in a clean and safe condition, including, but not limited to: snow removal, cutting of grass, garbage debris, loose paper, and other such items that may be unsightly.*
5. *Laundry room must be maintained in a neat and orderly manner at all times by Tenants, including floor, tables, washers, dryers, and any kind of debris, etc.*
6. *Tenants are to give Landlord notice in writing when the unit will be vacant for five (5) days or more; such notice shall not render Landlord responsible for any personal property of any nature or description left in or on the leased unit during Tenant's absence. Adult members of the family shall not permit adolescent children to be left alone, unattended, or without proper supervision.*
7. *Tenant shall quit and surrender the unit at the expiration of this Lease in good order and repair, reasonable wear and tear excepted, and clear of all rubbish and refuse matter, and shall*

be broom clean. Upon vacating unit, Tenants must have interior walls clean and clear of smudges and marks. Stove must be left clean of all grease. Lawns must be clean, neat, and trimmed.

8. Cars, trucks, motorcycles, motorbikes, snowmobiles, and other motorized vehicles properly licensed or registered shall be kept in parking spaces provided. At no time shall any car, truck, or other motorized vehicle be permitted to cross curbs or sidewalks or be parked on lawns of leased premises or any other spaces owned by the Authority. Cars parked in street shall be operative at all times. All vehicles are required to have a parking permit. Bicycles are not to be operated on sidewalks or over lawns and shall be used exclusively in the street in accordance with local laws. Any vehicle not exhibiting valid Housing Authority permit will be towed away at owner's expense.
9. Maintenance calls at night, weekends and holidays will be provided by the Authority, but only in the case of emergency, which shall be defined as that condition as may endanger life or excessively damage property unless corrected immediately. Emergency calls shall be directed to the Communication Center at (570) 253-3109. Maintenance calls not deemed an emergency by the Authority will be handled during regular working hours, between the hours of 7:00 a.m. and 3:30 p.m., except Saturday, Sunday, or holidays. In the event maintenance service is furnished other than during the normal working day, in response to a call for maintenance service which cannot be defined as an emergency as listed above, the Tenant shall be charged accordingly at time and one-half for the service rendered, plus material cost.
10. All stoves as furnished by the Authority will be repaired and maintained through the Maintenance Department. However, before service may be rendered, the Tenant must thoroughly clean and remove all grease from the stove. Service will be REFUSED unless this provision is met. Repairs to connections between stove and all supply lines will be charged to the Tenant, as will repairs to stoves if due to neglect or misuse, ordinary wear and tear excepted.
11. It will not be permissible for the Tenant to keep firearms of any description on or about the leased unit unless permission in writing is granted by the Authority and all required Federal, State, and local laws are complied with by the Tenant. BB guns, pellet guns, or an illegal weapon are not permitted on any project.

12. *ELIGIBLE OCCUPANTS: Persons applying for initial occupancy must comply with the following occupancy requirements:*

<u>UNIT SIZE</u>	<u>OCCUPANTS</u>	
	<u>MIN.</u>	<u>MAX.</u>
0 - Bedroom	1	1
1 - Bedroom	1	2
2 - Bedrooms	2	4
3 - Bedrooms	4	6
4 - Bedrooms	6	8
5 - Bedrooms	8	10

13. *Tenants whose assistance is terminated may remain in the unit, but they must pay the market rent if no longer eligible for subsidy.*
14. *Tenant agrees that the insuring against loss of personal property is the responsibility of and at the cost of the Tenant and that the Landlord does not provide such insurance coverage. Renters' or Tenants' insurance may be secured by a Tenant from a private insurance agency.*
15. *OCCUPANCY: Only those persons listed on the most recent Application for Admission and Application for Continued Occupancy will be allowed to live in the unit, except children born during occupancy of unit, or others that are authorized by the Authority.*

A visitor as defined in this paragraph shall be any person who stays overnight in the leased unit.

- a. *Visitors may be permitted in a dwelling unit, provided they are reported to the Authority within 48 hours of their arrival. Visits of two (2) weeks or less, not to exceed fourteen (14) calendar days in any one year, may be authorized by the Executive Director. Visits or more than two (2) weeks not to exceed one (1) month may be authorized if circumstances warrant. Unauthorized visitors remaining after their authorization has expired, such extended visits must be authorized by the Executive Director, will be treated as trespassers by the Housing Authority, and Tenants will be in violation of the lease.*
- b. *Roomers and lodgers shall not be permitted to occupy a dwelling, nor shall they be permitted to move in with any family occupying a unit.*

- c. The Tenants, visitors, guests, and employees shall comply with all laws and ordinances affecting the use or occupancy of the premises and with all rules and regulations established or hereafter established or adopted by the Authority for the safety, comfort or welfare of the occupants of the Project. Such regulations shall be provided to the Tenant upon execution of lease and shall be posted in the Housing Authority Office. Violations of such regulations constitutes a breach of this lease.

16. VAWA PROTECTIONS:

- a. The Landlord may not consider incidents of domestic violence, dating violence, or stalking as serious or repeated violations of the lease or other "good cause" for termination of assistance, tenancy, or occupancy of a victim who is protected from acts under the domestic or family violence laws of the jurisdiction.
- b. The Landlord may not consider criminal activity directly relating to abuse, engaged in by a member of a tenant's household or any guests or other person under the tenant's control, cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that abuse.
- c. 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 or 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.

17. APPEAL AND GRIEVANCE RIGHTS: Tenants will be afforded an opportunity to meet with the Project Manager to obtain a hearing if the Tenant has a grievance relating to the Housing Authority's action or failure to act in accordance with the lease and/or FmHA regulations which results in a denial, significant reduction, or termination of benefits, or when a Tenant contests a borrower's notice of proposed adverse action as provided in Farmers Home Administration and HUD regulations. However, if Tenant fails to make timely rental payments including any "grace period" under the lease, Tenant waives his/her rights under the Tenant Grievance and Appeals Regulations.

18. OBLIGATIONS OF TENANT: Tenant shall be obligated as follows:

- a. Not to assign the lease or to sub-lease the premises;
- b. Not to provide accommodations for boarders or lodgers;
- c. To use the premises solely as a private dwelling for Tenant and Tenant's household as identified in the Lease, and not to use or permit its use for any other purpose;
- d. To abide by necessary and reasonable regulations promulgated by the Authority for the benefit and well-being of the housing development and the Tenant which regulations shall be posted in the Authority office and which are incorporated by reference in this Lease, violation of such regulations constitutes violation of this Lease;
- e. To dispose of all ashes, garbage, rubbish, and other waste from premises in a sanitary and safe manner;
- f. To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilation, air conditioning, and other facilities and appurtenances including elevators;
- g. To refrain from, and to cause Tenant's household and guests to refrain from destroying, defacing, damaging, or removing any part of the premises or development;
- h. To pay reasonable charges (other than for normal wear and tear) for the repair of damages to the premises, development building, facilities or common areas caused by Tenant, Tenant's household, or Tenant's guests in accordance with a schedule of charges, as posted in the Authority office from time to time;
- i. To refrain from illegal or other activity which impairs the physical or social environment of the development;
- j. To permit the Authority pursuant to the provisions of Paragraph 20, entrance to the premises for the purpose of performing periodic inspections, routine maintenance, for making improvements or repairs, or to show the premises for releasing;
- k. To promptly notify the Authority of known need for any repairs to the leased premises;
- l. To give the Authority notice in writing when the premises are to be vacant for two weeks or more; such notice shall not render the Authority responsible for any personal property of any nature or description left in or on the leased premises during Tenant's absence;
- m. Not to install or allow waterbeds in dwellings owned and operated by the Authority;
- n. Not to install or fasten antennas of any type to any structure owned and operated by the Authority;
- o. Not to install fences without written consent from the Authority;

- p. *Swimming or Wading Pools are not allowed and automobile washing in designated areas only;*
- q. *Not to install storage sheds of any type;*
- r. *To cooperate in keeping the entire project neat and free from debris;*
- s. *Not to make any repairs or alterations without the written consent of the Authority;*
- t. *To promptly report to the Housing Authority any vandalism to the occupied premises or to any unoccupied adjacent thereto;*
- u. *Not to display any signs whatsoever in or about dwelling unit or project;*
- v. *Not to use tacks, nails, screws, or similar holding devices in any part of the premises until approved by the Housing Authority;*
- w. *To conduct himself or herself, and cause other persons who are on the premises with Tenant's consent to conduct themselves in a lawful manner which will not disturb Tenant's neighbor's peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe, and sanitary condition.*

19. *Notice: All notices to the Authority shall be in writing, delivered to the Housing Authority office, or sent by prepaid first-class mail, properly addressed to the Housing Authority Office.*

20. *Tenants' Personal Property: In the event Tenant fails to properly notify Management of Termination of the Lease, or if Management has not been made aware of extenuating circumstances beyond control of the Tenant to remove his personal belongings upon vacating the premises, then Management shall have the right, without further notice or legal proceedings, to sell or dispose of any personal property left on the premises.*

21. *Tenant Trash and Garbage Receptacles: Tenant shall not permit accumulation of garbage, rubbish or old paper, or other waste upon the premises, but Tenant shall keep his individual garbage and trash in a safe and sanitary manner until disposed of at the designated place for trash removal by the Housing Authority. Anything disposed of by Tenant which is not picked up by trash hauler and for which a special pick-up is required, the cost shall be Tenant's obligation.*

22. *Shades, Awnings, Etc.: No shades, awnings, or window guards shall be used except such as shall be approved by the Authority.*

23. *Extermination: Tenant shall report to the Authority Office the presence of rodents, insects, and other pests. If inspection of the Tenant's dwelling reveals that it is in such condition that it is the case of infestation by pests, then he shall be cited and caused to comply with regulations contained in other provisions of this Lease. The Authority will charge for extermination services when it deems that circumstances warrant such.*

24. *Liability for Damage: Tenant will be held strictly responsible for any loss or damage to other dwellings of the Project and the contents thereof resulting from the overflow of toilets, sinks, bathtubs, or basins in the demised premises, including, but not limited to, any other action or inaction which caused damage to the unit.*

25. *Reporting Damage: Tenant shall report immediately to the Authority any accident or damage to water pipes, toilets, drains or fixtures, electrical wires or fixtures, or other property of the Authority, and all breakage, damage or loss of any kind, and all water wastage, dripping spigots, and plumbing obstructions. Tenant shall be liable for repairs to electrical fixtures, receptacles, or wiring due to damage from overloading.*

26. *Stoppages-Plumbing: Clearing stoppages in plumbing fixtures or lines, by Authority employees, will be charged to the Tenant if the stoppage can be shown to be due to negligence or misuse. If the stoppage is found to be due to the presence of a foreign object or material other than that for which the fixture was designed, then the Tenant shall be charged accordingly. An additional charge shall be made if it is found necessary to remove the fixture to clear the stoppage.*

27. *Fixture Replacements: Cracked or broken water closet bowls, tanks, tank lids, tubs, and lavatories will be replaced by the Authority and charged at cost to the Tenant. If inspection reveals prior to or after vacating the dwelling by a Tenant that the aforementioned articles or any other plumbing, heating, or electrical fixtures have been damaged beyond repair, then he shall be charged and billed to the extent of that damage.*

28. *Keys and Lockouts: No lockout service will be provided by the Authority, except under emergency conditions as noted below. In the event of a lockout between 7:00 a.m. and 3:30 p.m. (Saturdays, Sundays, and holidays excepted), keys may be obtained at the Housing Authority Office for which a receipt*

must be signed. Keys will not be loaned to children. No keys will be provided through emergency service and in case of lockouts when Management Office is closed, the Tenant shall gain access to his dwelling by calling Communication Center at (570) 253-3109, and Tenant will be held liable for repairs to locks, doors, etc. An additional charge will be made for loaned keys not returned. Spare keys may be obtained at the Management Office at a nominal charge. The Authority will provide lockout service only in emergency conditions where the failure to provide such service would endanger life or property. When such service is provided, a minimum charge of \$10.00 will be made.

29. **Lock Replacement:** Inoperative or broken exterior door locks will be replaced by the Authority at no cost to the Tenant if due to normal wear and tear. Requests for replacement of locks for any other reason may not be granted if more than one person is party to the Lease, unless all parties agree in writing that the lock change has their approval or unless there exist certain other extenuating circumstances. In these cases or in case of breakage by the Tenant, the lock will be replaced by the Authority at cost. Tenant may not engage the services of a private locksmith. The Tenant is prohibited from replacing the Authority lock with another lock.
30. **Window and Door Glass:** The Authority will furnish new window glass in doors and windows where replacement is required. Material and labor will be charged to the Tenant at cost. **IN NO CASE SHALL THE TENANT ATTEMPT HIS OWN REPAIRS.**
31. **Storm Doors and Window Screens:** Storm doors (including accessories) and window screens shall be deemed as integral parts of each dwelling and the Tenant shall be responsible for their condition, repair and/or replacement when damaged. Screen doors and window screens will be repaired by the Authority and charged to the Tenant at cost, except when due to normal wear and tear.
32. **Interior Paint and Painting:** Interior walls and woodwork shall be painted as deemed necessary by the Housing Authority. Paints and materials will be provided by the Authority. If, after inspection by the Housing Authority, any part of the interior needs repainting as a result of misuse by the Tenant, normal wear and tear excepted, the Tenant shall be liable for all the painting costs.
33. **Refrigerators:** Refrigerators are supplied by Housing Authority and will be serviced through the Maintenance Department. Cost of

repair to any refrigerator damaged by the Tenant through negligence or carelessness will be billed to the Tenant. Refrigerators must be kept clean at all times. Tenant shall not hasten the defrosting process by chipping or prying accumulated frost from the freezer compartment.

- 34. *Storage Restrictions: The Tenant shall not use or keep flammable materials, acids, or explosives in the premises or the storage rooms. Under no circumstances shall the storage rooms be used for commercial purposes.*
- 35. *No kerosene heaters or washers and dryers are allowed in the units.*
- 36. *Operating a business out of the apartment is not permitted.*

IN WITNESS HEREOF, the parties have executed these House Rules this

_____ day of _____, 2022, at Wayne

County, Pennsylvania.

WAYNE COUNTY HOUSING AUTHORITY

Witness

BY: _____
Housing Manager

BY: _____
Tenant

BY: _____
Tenant