

FAMILY TENANT HOUSE RULES

WELCOME TO YOUR NEW HOME!

We sincerely hope that you will enjoy the many features that have been provided for your comfort and use.

In order to maintain an orderly and efficient operation of this facility, we have set some additional rules.

1. **COMPLIANCE WITH ALL LAWS AND CITY ORDINANCES.** The Tenant and household members and guests shall comply with all the laws and City Ordinances affecting the use or occupation of the premises now existing or hereafter adopted and with rules and regulations now or hereafter adopted by the management for the safety, comfort, and welfare of the occupants of the Development.
2. **NOISE.** In accordance with City ordinance, no tenant or any member of their family, guests or agents shall make or permit to be made any disturbing noises in the apartment or in the surrounding area. Please respect quiet hours between the hours of 10 PM and 7 AM on weekdays and 8 AM on weekends. Swearing or the use of profane language in a loud voice which may be heard in adjoining apartments or in the summer when the doors and windows are open is not permitted.
3. **UTILITIES.** Each tenant is responsible for having electricity and gas on in their name. The Tenant shall not waste nor unreasonably use gas, water, or electricity.
4. **CARE OF PREMISES.** The Tenant will at all times keep the dwelling and fixtures in a clean and sanitary condition. Each Tenant agrees to keep the premises in the best possible condition. Lawns and yards shall be kept free from litter.
5. **FIRE.** The Tenant shall take every due precaution to prevent fires and shall store no quantity of flammable materials that would create a fire hazard. Fire alarms are a serious concern, as each alarm requires response by a member of our maintenance staff along with the City of Batavia Fire Department. If a tenant sets off the fire alarm; the first offense will result in a warning, and any additional offense will result in a nuisance fee. Do not tamper with any smoke or carbon monoxide detectors.
6. **WINDOWS.** No bedsheets, blankets or similar shall be hung from the windows or doors or placed on the window sills. No rubbish, refuse, or waste materials shall be thrown from the windows or doors of any dwelling. Occupants shall not shake, clean, or hang any bedclothes, rugs, dust cloths, etc., from windows. Clothes can only be dried inside the tenant's apartment. All windows must be accessible. Do not screw air conditioners into windows or into frames around the windows.
7. **WALLS.** LED light strips or anything else that requires glue to attach are not allowed. No nails, bolts or screws shall be placed in the walls, floors or trim in the premises except in such manner and of such type as shall be approved by the Management.
8. **FLOORS.** No mechanical fasteners or glue or like products shall be used in laying carpets or rugs on the floors of the tenant's dwelling. Tenants should use coasters under

beds and heavy furniture to prevent damage to the floor. No shellac or varnish shall be applied to the floors.

9. EXTERIOR FIXTURES. No satellite dishes or TV antennas of any description shall be installed on the buildings, roof, or hung from the windows. Security cameras are permitted, but must not be screwed to the building and cannot point at a neighbor's backyard.

10. GARBAGE. Garbage and trash shall be promptly placed at places designated by the BHA. Residents must contact the Maintenance Department for bulk item removal. Each tenant is responsible to place their own bulk items at the designated pick-up area. If maintenance is required to move a bulk item there will be an associated fee. Bulk garbage items are never to be left outside, and must be kept in your apartment or storage shed until your scheduled bulk item pickup day. If the dumpsters are full, please wait until after they are emptied to add more trash.

11. SIDEWALKS. Sidewalks, areaways, and passages shall not be obstructed nor used for any purpose other than access to and from your apartment.

12. PERSONAL PROPERTY. The Management shall have the right, without further notice, to sell or otherwise dispose of any personal property left on the premises by the Tenant after the Tenant vacates the property, and the Tenant shall pay to the Management all costs, in accordance with the provisions of the lease.

All personal property placed in or on the premises shall be at the risk of the Tenant or Owner of such personal property, and the Management will not be responsible for any damage to such personal property. The Tenant is strongly encouraged to secure Renter's Insurance to protect the value of their personal property.

13. VEHICLES/PARKING. Only automobiles and/or other vehicles owned by the Tenant that are properly registered, insured, and inspected as required by law may be brought on the premises, and parked only in the designated parking areas. Only one vehicle per licensed driver per household is allowed.

All Tenant vehicles will be required to have a Batavia Housing Authority parking sticker. Tenants must ensure that their guests park in visitor spaces only. All unauthorized vehicles will be reported to the authorities, and towed at the owner's expense.

All vehicles in the parking lots shall be at the risk of the tenant or owner of the vehicle, if any damage should occur. Vehicle repairs and washing of cars on BHA property is strongly prohibited.

14. GUESTS. Guests are limited to 14 nights (2AM to 6AM) per 12-month period. All guests must be accompanied by a resident in all common areas. Residents are responsible for all actions of their guests.

15. ANIMALS. Pets are permitted subject to the Housing Authority's rules governing pets, contained in the Dwelling Lease Addendum. All pets are required to have proof of up-to-date vaccinations, and a \$100 pet fee. A copy of the pet policy can be obtained at the main office. Please review these rules and restrictions before considering the addition of a pet to your household. Visitors are permitted to bring their pets onto the property only if registered at the main office in advance. Residents are responsible for all visiting animals. Pet waste in common areas must be picked up immediately. Pet waste in the backyard space should be cleaned up as soon as practicable (within 24 hours).

16. USE OF PREMISES. The tenant shall not conduct in-person business without express permission, nor display signs of any type in or about the premises. Apartments must not be advertised as a place of business.

17. EXTERMINATION.

- a. Residents are responsible to maintain decent, safe, and sanitary living conditions, in order to deter any possible infestations. Management shall determine if any reported infestations are due to any type of tenant neglect, which can result in disciplinary action.
- b. If the presence of any pests is suspected by either the BHA or a resident, the BHA will arrange a professional evaluation and elimination plan. Any items that may be affected by the infestation must be properly removed in plastic bags, and discarded so the pests do not spread. The expense of replacing any items that need to be discarded, as well as the cost of laundering, will be borne by the resident. Residents must clean any dead pests in a timely manner.
- c. Failure to report a pest infestation, or failure to cooperate with this plan, is a violation of the BHA lease and will be grounds for eviction with the tenant being responsible for all costs associated with eliminating the infestation.
- d. Residents must not use any pest treatments.

18. PEST INSPECTION. Batavia Housing Authority will conduct pest inspections of every apartment on a regular basis. All tenants will receive a minimum of a two-day notice. BHA staff may inspect every room.

19. SMOKING. Batavia Housing Authority is a Smoke and Vape Free facility. Smoking and vaping are only permitted at least 25 feet from any building. Residents and their guests are not allowed to possess or consume marijuana in any form anywhere on the property. Please refer to the Smoke Free Policy for additional details.

20. GRILLS. Grills must not be used or stored in the front yards. When in use, the grill must be minimum 10 feet away from any building or structure. FRYERS and FIREPITS are strongly prohibited, and are never to be used on the premises.

21. SNOW REMOVAL. Each tenant is responsible to remove the snow from their walkway up to their apartment, their stairs, and the section of sidewalk that sits in front of their apartment.

22. GARDEN HOSES. Garden hoses may be connected to the utility faucet in the basement and brought through a basement window for outdoor use. After using your garden hose, it must be properly stored. Basement screens must be stored safely and reinstalled after the hose is removed. As a tenant you are responsible for any damage caused by using your garden hose.

23. SWIMMING POOLS AND TRAMPOLINES. Swimming pools and trampolines are not allowed on the property.

24. TOYS. All toys (including, but not limited to, bicycles, tricycles, and wagons) must be kept in your apartment or storage shed. If these items are left outside the building, they will be deemed litter and thus disposed of.

25. **BACKYARD.** The backyard for each apartment extends to the far edge of the shed. All personal belongings must be stored within the backyard space. Anything beyond the shed is considered common space. In the front, personal belongings must be put away and decorations confined to the garden area.
26. **DRESS CODE.** Shirt, bottoms and shoes are required inside your apartment when BHA staff are present.
27. **COMPLAINTS.** All complaints must be made in writing to the office.
28. **LITTERING/CLEANLINESS.** Littering the grounds, landscaping, and parking areas are strictly prohibited. HUD guidelines also require that all apartments must be kept in a clean and uncluttered condition at all times.
29. **TRESPASSING.** Trespass notices or signs posted by the Landlord must be honored by all residents, community members and guests. If a person is banned from the property, residents must not allow the banned person into their apartment and must inform BHA staff immediately, or call the police if necessary. No resident or guest is permitted to climb over any fence on the property.
30. **COMPLIANCE WITH FUTURE RULES AND REGULATIONS OF THE AUTHORITY.** Amendments and Special rules may be made from time to time and will be communicated to the Tenant.

RECEIPT AND REPRESENTATION

I hereby acknowledge that I received and read a copy of the foregoing rules and regulations of the BATAVIA HOUSING AUTHORITY while signing my lease. I hereby affirm that no oral representations have been made to me by the Landlord that differ from the lease or these rules. By signing, I confirm that I will comply with all Rules and Regulations as set forth above and any changes hereafter established whenever notice is given to me as a Tenant.

Tenant Signature

Tenant Signature

In the presence of:

Batavia Housing Authority Representative

Date _____