



Multifamily RAD PBRA House Rules

RENT:

1. You will receive a rent statement on or before the first (1st) of each month. You must contact Lake MHA if you do not receive your statement by the third (3rd) day of the month.
2. Rent is due on the first (1st) day of the month. Payments may be made by mail to Lake MHA (P.O. Box 75682, Cleveland OH 44101-4755), by direct debit, or through the online tenant portal. It is your responsibility to contact Lake MHA to discuss delays that may occur and the possible consequences of those delays. Additional information about charges for late payments can be found in your lease.

SUBSIDY:

3. Failure to comply with annual or interim recertification procedures may result in termination of subsidy, termination of the lease, or both.
4. Changes in your family composition, income, assets, or expenses must be reported to Lake MHA in writing within ten (10) calendar days of the effective date of the change. Changes that must be reported include, but are not limited to, a household member moving out of the unit, an adult household member reported as unemployed on the most recent certification or recertification obtaining employment, or a household's income cumulatively increasing by \$200 or more per month. Failure to report changes in household composition or income may result in loss of a thirty (30) day notice of rental payment increase, termination of subsidy, termination of the lease, or all of the foregoing.

PHYSICAL UNIT/GROUNDS:

5. Housekeeping: Residents are responsible for keeping their units clean and in good condition in accordance with these rules and the lease. Residents are responsible for giving Lake MHA prompt notice of any defects in the unit or related facilities. Residents are responsible for areas in, around, and directly outside their units and agree not to destroy, deface, damage, or remove any part of the unit, common areas, or Lake MHA grounds. Periodic inspections may be made to determine the need for minor repairs to the unit and for cleanliness. Failure to maintain the unit in good condition may result in charges for damages, lease violations, lease termination, or all of the foregoing.
6. Maintenance and Work Order Requests: Residents are responsible for immediately reporting needed maintenance items and/or damages or unsafe conditions which are known or observed by the Resident either in common areas of the neighborhood or in the dwelling unit. For routine maintenance requests during normal business hours of 7:30 a.m. – 6:00 p.m., all service requests must be addressed through the Lake MHA's Administrative Office. After-hours emergency service can be obtained by calling the after-hours emergency line.



7. Inspections: Lake MHA will inspect units at least annually after giving the resident proper notice.
- A. Move-In Inspection: Lake MHA will inspect the intended unit before the resident signs the lease. The Inspection Report, signed by Lake MHA and the resident, will state the condition of the unit and will note any equipment or appliances in the unit. Lake MHA will correct any deficiencies noted on the Inspection Report as needed. A copy of the Inspection Report will be kept in the resident file.
 - B. Annual Inspection: With proper notice, Lake MHA will inspect the unit as part of the scheduled Annual Reexamination of the resident's eligibility. Lake MHA will correct any deficiencies noted as needed during the annual inspection and conduct repairs as required by HUD regulations. Resident may be charged for damages/repairs beyond normal wear and tear as noted in the annual Inspection Report.
 - C. Move-Out Inspection: Lake MHA will inspect the unit at the time of move out and will send a written statement of any damages beyond normal wear and tear. The resident may be present at the inspection. Any damages assessed will be charged on the account settlement statement.
 - D. Other Inspections: As required by HUD or Lake MHA with reasonable notice.
8. Cleaning, Throwing, or Hanging Articles: Residents must not sweep any dust, rubbish, or litter from their units into any halls or entry ways of the building. No rugs are permitted to be cleaned, shaken, or beaten on porches or from windows. Nothing shall be thrown from the windows, doors, or porches, or down any passageways. Additionally, nothing shall be hung from the outside of the windows or placed on the outside windowsills or porch railings.
9. Hanging of Pictures: No spikes, hooks, or large nails may be driven into the walls or woodwork of the apartment. Residents should use appropriately sized hanging devices to securely hang pictures and other wall hangings. Please consult Lake MHA staff for assistance in determining proper hanging devices, if needed.
10. Window Coverings: All Lake MHA units come furnished with properly fitting window blinds. Other types of window coverings are not allowed (i.e. towels, sheets, or paper). Residents may hang window dressings in the interior of their units so long as the window dressings are not visible from the exterior of the units.
11. Awnings, Signs, Advertisements & Window Air Conditioners. No awnings, projections, signs, advertisements, notices, window air conditioners, or other devices are allowed on any part of Lake MHA property without permission of Lake MHA. Political signs may be posted inside a resident's unit but cannot be posted in windows so that the public can view the political statements. If a resident has, within the unit, political signs that may be viewed temporarily while the door is open, such temporary display is permissible.
12. Pest Control: Pest control is provided by Lake MHA. Management may report the need for pest control during standard servicing in the unit or during an inspection, but it is also the responsibility of the resident to submit a work order when pest control is needed. Residents must actively prevent infestations of pests by maintaining a clean unit, properly disposing of rubbish, garbage, and other waste, and eliminating excessive clutter. Residents must fully cooperate with any treatment efforts conducted by Lake MHA, including extermination services. Failure to permit extermination services or intentional disregard of a treatment plan may result in lease termination.



13. Appliances: All appliances must be kept clean and in good repair. Appliances owned by Lake MHA may not be removed from the unit. No items are to be stored in the oven and under no circumstances is the oven to be used to heat the unit.
14. Laundry Facilities (Jackson Towers/Washington Square): laundry facilities provided by Lake MHA are strictly for use by current residents.
15. Washing Machines and Dryers (Woodlawn Homes): Resident-owned washing machines and dryers are only permitted in dedicated laundry spaces. Laundry appliances are prohibited in units without dedicated laundry spaces.
16. Disposal of Grease: Residents must not pour grease of any kind down sink or toilet drains. Residents must store used grease in a storage container and dispose of it with the trash.
17. Rubbish, Garbage, and Other Waste: All rubbish, garbage, and other waste must be stored in a safe and sanitary manner.
18. Dumpster Usage: All rubbish, garbage, and other waste must be bagged and tied before being placed in the dumpster. Residents must not throw loose items, newspapers, or any other un-bagged waste in the dumpster. Nothing is to be left on the ground around the dumpster.
19. Garbage Chute (Jackson Towers & Washington Square): The garbage chute is to be used for disposal of household rubbish, garbage, and other waste that has been properly bagged and tied. All boxes must be broken down and carried to the dumpsters. If residents require assistance with disposal of boxes, a work order should be created. Glass and bottles must be carried to the dumpster. The following items should not be placed in the garbage chute: rugs, carpets, blankets, hangers, mop or broom handles, microwaves, televisions, clothing, cat litter, or loose newspapers.
20. Lake MHA Equipment: Residents agree to reasonably use all Lake MHA equipment. Lake MHA equipment may never be moved, defaced, destroyed, tampered with, or taken from any part of the building. Lake MHA equipment includes but is not limited to, Lake MHA furnishings (tables, chairs, televisions, etc.), electrical, heating, plumbing, sanitary, air conditioning, ventilation, elevators, lighting apparatuses, smoke detectors, carbon monoxide detectors, heat detectors, and any piping and wiring. Residents shall not remove batteries from these devices. Residents shall immediately notify Lake MHA of any malfunction with Lake MHA equipment.
21. Shopping Carts – (Washington Square and Jackson Towers): All Shopping carts are to be returned to their proper location in the building when you have finished unloading them. Residents are not permitted to maintain shopping carts in their units for personal use or leave shopping carts in hallways.
22. Entrance door locks: Entrance door locks to the unit and building cannot be changed by the resident. If it becomes necessary for a lock to be changed, it must be done by Lake MHA. Residents agree to not install additional locks without written permission from Lake MHA. If permission is given, the resident agrees to provide a key for each lock added.



23. Obstructing Halls & Passageways: Sidewalks, entries, passages, halls, and inside and outside stairways shall not be used for any purpose other than entering or exiting the common areas and units. No footwear or other objects are permitted to be placed outside the apartment in the adjoining hallway. No “welcome” mats are permitted in the hallways of Jackson Towers and Washington Square.

24. Porches/Decks (Woodlawn Homes): Porches shall be kept clear of rubbish, litter, and debris. Porches shall not be used to store items such as bikes, strollers, carpeting, and other household items. No grills are permitted on porches. Only furniture designated for outdoor use by the manufacturer is permitted on porches. All porch furniture shall be removed and properly stored by November 15th each year to assist with Lake MHA’s snow removal efforts. Lake MHA reserves the right to clear the property of excess debris each fall. Proper notice shall be given to residents prior to the removal of such debris.

25. Litter: Litter located on the ground in the area immediately adjacent to the resident’s front or back door is the resident’s responsibility and must be disposed of in a clean and safe manner. Litter located throughout the property grounds that is linked to a particular resident by name or address or other identification is the responsibility of that resident.

26. Outdoor Play Equipment: Outdoor play equipment that would cause damage to the property and pose certain health risks to residents or other persons are not permitted. Examples of outdoor play equipment include, but are not limited to, wading pools, trampolines, horseshoe posts, swing sets, and sandboxes.

GENERAL RULES:

27. Residence: The resident must live in the unit and the unit must be the resident’s sole place of residence.

28. Renter’s Insurance: It is the responsibility of, and at the cost of, the resident to insure against loss of or to personal property. It is suggested that each resident secure renter’s insurance.

29. Moving: Moving into and out of the building/unit should be done between the hours of 8:00 a.m. and 7:00 p.m.

30. Visitors/Guests: Residents shall notify Lake MHA if a visitor/guest will be staying overnight for more than three (3) consecutive days. A visitor/guest can remain in the unit no longer than 14 consecutive days or a total of 30 cumulative calendar days during a 12-month period. Additionally, residents are responsible for their visitors/guests while they are on the premises and visitors/guests must be informed of the rules of the property. Lake MHA reserves the right to bar individuals from the property if the rules are broken. Failure of the resident to follow the rules or to allow a barred individual back on the premises may result in a lease violation, lease termination, or both.

31. Disturbance of Others: Residents must refrain from, and ensure that their visitors and guests refrain from, activities and behavior inside and outside the premises (patios, balconies, common areas, parking areas, etc.) that are likely to disturb other persons or interfere with other persons rights, comforts, or conveniences in using the property. Behavior and activities such as harassment, disorderly conduct, loitering, roaming in hallways, and excessive noise, which are likely to disturb other persons, are not permitted.



32. Noise/Quiet Time: Residents must not make or allow excessive noise on the property. Residents must refrain from playing musical instruments, television sets, stereos, radios, computers, and other equipment at a volume likely to disturb other persons. Residents must acknowledge that a tolerable volume during normal daytime and early evening hours may not be considered a tolerable volume during late night or early morning hours and must adjust volume accordingly. "Quiet time" for all properties is from 11 P.M. until 7 A.M.

33. Criminal Activity: Residents, their visitors, guests, or other persons under their control, shall not engage in, or facilitate, any illegal or criminal activity on or off the premises.

34. Abusive/Violent Behavior: Residents, their visitors, guests, or other persons under their control, shall not engage in, or facilitate, abusive or violent behavior on the premises that threatens the health, safety, or right to peaceful enjoyment of the property by other residents, visitors, guests, or Lake MHA staff, disrupts the livability of the property, interferes with management of the property by Lake MHA staff, or has an adverse financial effect on the property. Abusive or violent behavior toward Lake MHA staff may constitute criminal activity, result in a lease violation, lease termination, or all of the foregoing.

35. Smoke-Free Policy: No smoking is permitted in units, hallways, stairways, elevators, lobbies, or other common areas designated by Lake MHA as non-smoking areas. State law prohibits smoking under the awnings located at the front and rear of the buildings (Washington Square & Jackson Towers).

36. Safety & Fire Hazards: Residents agree to abide by all applicable requirements of the building and housing codes that affect health and safety. Residents agree not to bring, or allow, flammable or explosive-causing materials in the unit, including but is not limited to, motorbikes, acid-based vehicle batteries (except for handicap mobility devices), gasoline-powered equipment, kerosene heaters, propane gas, and fuel containers. Residents agree to be careful to prevent fires, not leave open flames unattended, and to report any fire immediately to 911 and then to Lake MHA. Residents agree to clean the unit and to pay for any damages caused by fire or smoke, if the fire was caused by the resident or the resident's guests. Fire and resulting damage caused by a resident or resident's guest may result in charges for damages, lease violations, lease termination, or all of the foregoing.

37. Alcohol: Consumption of alcoholic beverages and possession of open containers of alcoholic beverages are not allowed in common areas or on the grounds of Lake MHA at any time. Residents and their visitors or guests are not permitted in the common areas while under the influence.

38. Proper Attire: All residents, visitors, and guests must wear shirts and shoes while in common areas of the property. Residents are not permitted to wear nightgowns, sleepwear, bathrobes, or house slippers in common areas.

39. Pets/Assistance Animals: Residents shall comply with Lake MHA's Multifamily RAD PBRA Pet/Animal Rules, as incorporated herein by reference. Residents must register their pets and/or assistance animals with Lake MHA and receive approval from Lake MHA to have the pet and/or assistance animal live in the unit. Residents must update their pet and/or assistance animal's registration at least annually during the annual recertification process.



40. Private Work of Employees: No resident is permitted to ask employees of Lake MHA to do work of a private nature during working hours.

41. Utilities (Woodlawn Homes): Residents responsible for payment of utilities as indicated in their lease, should make payments directly to the appropriate utility company. In the event that utilities automatically revert back to Lake MHA's name, due to a resident failing to pay the utility bill or another reason, the resident will remain responsible for cost of utilities as outlined in the lease. Residents must reimburse Lake MHA for the cost of any utilities paid by Lake MHA that were the responsibility of the resident under the lease. Residents must maintain their utility account and immediately put utilities back into their name. Failure to do so may result in lease violations, lease termination, or both.

42. Extended Absence: Resident are responsible for notifying Lake MHA in writing when the resident will be absent from the unit for more than 30 consecutive days. Lake MHA may initiate action to terminate the lease and tenancy of a resident when the resident has had an extended absence from their assistance unit for longer than 60 consecutive days, or for longer than 180 consecutive days for medical reasons. Lake MHA will consider providing an extension to the time limit of an extended absence when one of the following extenuating circumstances applies: medical condition requiring absence from the unit, hospital stay, rehabilitation stay, declared national, state, or local emergencies, and military or national guard service. Documentation may be requested for any extended absences of more than 30 consecutive days for medical reasons and for approval of any extension.

43. Abandonment of Unit: Lake MHA may initiate action to terminate the lease and tenancy of a resident who has abandoned their unit. Abandonment of the unit is defined as absence from the assistance unit for more than 30 consecutive days, along with the resident's failure to pay rent due for the unit, and failure to acknowledge or respond to notices from Lake MHA regarding the overdue rent. If the unit is considered abandoned, Lake MHA will send a written notice to the resident family's assisted unit address and to the address of any emergency contact. The notice will explain that Lake MHA considers the unit abandoned and will giving notice of the date and time Lake MHA will enter the unit for an emergency inspection to check for health and safety hazards. The notice will state that the resident has 10 days to respond to the notice or Lake MHA will initiate or continue any action to terminate the lease and tenancy. The notice will also explain the steps taken to handle and dispose of any property left in the unit. If any property is left in an abandoned unit and Lake MHA secures an eviction order, Lake MHA will take a written and photographic inventory of the abandoned property, hold it for 30 days, and if not claimed after 30 days, will give to a charity or throw it out.



44. Damages: Damage caused by resident carelessness, misuse, or neglect that exceeds normal wear and tear will be billed to the resident to include materials and time/labor; this includes appliances, interior/exterior of the unit, common areas, and general premises. The following list includes, but is not limited to, charges that may reasonably be incurred by a resident during tenancy or upon move-out for damage caused by resident carelessness, misuse, or neglect that exceeds normal wear and tear:

- A. Resident-caused damages (including trash removal services for vacated units):
- Repair/services requiring *one (1)* member of Lake MHA Staff
 - Time/Labor (\$25.00/hour), plus materials (including appliance replacement)
 - Repair/services requiring *two (2) or more* members of Lake MHA Staff
 - Time/Labor (\$35.00/hour), plus materials (including appliance replacement)
 - Reimbursement in full for all contracted repair services (including appliance repairs)
 - Reimbursement in full for dumpster overage fees or cost of disposal of trash off-site plus time/labor as indicated above.
- B. Paint, flooring, and carpet charges:
- If the paint, flooring, or carpet is less than one (1) year old, the resident is responsible for 100% of the cost
 - If the paint, flooring, or carpet is over one (1) year, but less than two (2) years old, the resident is responsible for 80% of the cost
 - If the paint, flooring, or carpet is over two (2) years, but less than three (3) years old, the resident is responsible for 60% of the cost
 - If the paint, flooring, or carpet is over three (3) years, but less than four (4) years old, the resident is responsible for 40% of the cost
 - If the paint, flooring, or carpet is over four (4) years, but less than five (5) years old, the resident is responsible for 20% of the cost
 - If the paint, flooring, or carpet is over five (5) years old, the resident is responsible for 0% of the cost

45. Other Charges:

- A. Charges for checks returned for insufficient funds based on the lease agreement
- B. Charges for unreturned keys/fobs at move-out (actual cost of each key/fob not returned)
- C. Charges for key/fob/lock replacements or additions (actual cost of each key/fob) based on the key/fob/lock replacement/addition request form
- D. Lockout services (Monday – Thursday after 5:30 pm; Friday – Sunday; holidays) – \$65

46. Accommodations for Persons with Disabilities: Lake MHA will make reasonable changes to policies, practices, procedures and/or physical changes to units if such changes are necessary to enable a person with a disability to have equal access to, and enjoyment of, Lake MHA's housing and programs. The accommodation must be necessary as a result of the person's disability. The request must be reasonable, and not an administrative or financial burden or alter the fundamental nature of the program. It is preferred that the requests be made in writing, but Lake MHA will accept a reasonable accommodation request in any equally effective format including a verbal request. Additional information can be found in Lake MHA's Tenant Selection Plan.



47. Resident Organization: Residents have a right to establish and operate a resident organization in accordance with 24 CFR Part 245.

48. Resident Procedural Rights:

A. **Termination Notification**. Pursuant to the RAD Statute, HUD incorporated additional termination notification requirements to comply with Section 6 of the Act for public housing projects converting assistance under RAD, which supplement the notification requirements in regulations at 24 CFR 880.607 and the Multifamily HUD Model Lease.

- i. Termination of Tenancy and Assistance. The termination procedure for RAD conversions to PBRA will additionally require that Project Owners provide adequate written notice of termination of the lease which shall not be less than:
 1. A reasonable period of time, but not to exceed 30 days:
 - a. If the health or safety of other residents, Project Owner employees, or persons residing in the immediate vicinity of the premises is threatened; or
 - b. In the event of any drug-related or violent criminal activity or any felony conviction; or
 2. 14 days in the case nonpayment of rent; and
 3. Not less than 30 days in any other case, except that if state or local law provides for a shorter period of time, such shorter period shall apply.
- ii. Termination of Assistance. In all other cases, the requirements at 24 CFR 880.603, the Multifamily Model Lease, and any other HUD Multifamily administrative guidance shall apply.

B. **Grievance Process**. Due to requirements in the RAD statute, HUD incorporated resident procedural rights to comply with the requirements of section 6 of the Act. In addition to program rules that require residents be given notice of covered actions under 24 CFR Part 245 (including increases in rent, conversions of a project from project-paid utilities to resident-paid utilities, or a reduction in resident paid utility allowances), HUD requires that:

- i. Residents be provided with notice of the specific grounds of Lake MHA's proposed adverse action, as well as their right to an informal hearing with Lake MHA;
- ii. Residents have an opportunity for an informal hearing with an impartial member of Lake MHA's staff within a reasonable period of time;
- iii. Residents have the opportunity to be represented by another person of their choice, ask questions of witnesses, have others make statements at the hearing, and examine any regulations and evidence relied on by Lake MHA as the basis for the adverse action. With reasonable notice to Lake MHA, prior to hearing and at the resident's own cost, residents may copy any documents or records related to the proposed adverse action; and
- iv. Lake MHA provide the resident with a written decision within a reasonable period of time stating the grounds for the adverse action and the evidence Lake MHA relied on as the basis for the adverse action.

Lake MHA will be bound by decisions from those hearings, except if:

- i. The hearing concerns a matter that exceeds the authority of the impartial party conducting the hearing; or
- ii. The decision is contrary to HUD regulations or requirements, or otherwise contrary to federal, state, or local law. If Lake MHA determines that it is not bound by a hearing decision, Lake MHA must promptly notify the resident of this determination and the reasons for the determination.



C. Family Right to Move. HUD seeks to provide all residents of covered projects with viable Choice-Mobility options. Unless provided an exemption, PHAs that converted the assistance of a project to PBRA are required to provide a Choice-Mobility option to residents of covered projects.

- i. Each resident family has the option to obtain tenant-based rental assistance (commonly known as a housing choice voucher) from Lake MHA through the Housing Choice Voucher Program, subject to certain limitations, at any time after the second year of occupancy.
- ii. At the time of initial lease signing and annually during the resident family's recertification, Lake MHA will provide a copy of the Choice-Mobility request form and explain the Choice-Mobility option.
- iii. Additional information about requesting a Choice-Mobility move and other Choice-Mobility requirements can be found in the Tenant Selection Plan.

D. Nondiscrimination rights. Lake MHA will comply fully with all applicable federal, state, and local nondiscrimination laws, rules, and regulations so that all residents may fully access and utilize the full range of Lake MHA housing programs and related services. Lake MHA policies and practices are designed to provide assurances to all persons that they will be treated equally, providing the same quality of service, regardless of family characteristics or background. Some of the laws that address the rights of residents in HUD-subsidized housing include:

- i. Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, or national origin in any program or activity receiving financial assistance from HUD.
- ii. The Fair Housing Act, which prohibits discrimination in housing and housing related transactions based on race, color, religion, sex, national origin, disability, and familial status. It applies to housing, regardless of the presence of federal financial assistance.
- iii. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in any program or activity receiving federal financial assistance from HUD.
 1. Lake MHA, in compliance with its reasonable accommodation procedures, will ensure that any qualified individual with a disability will be provided a reasonable accommodation, as needed, unless such accommodation will result in an undue administrative and financial burden or a fundamental alteration to Lake MHA programs or operations.
 2. Requests for reasonable accommodations should be directed to Lake MHA's 504 Coordinator.
- iv. The Violence against Women Reauthorization Act of 2013 (VAWA), which provides, in certain HUD programs, special protections for victims of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, gender identity, or sexual orientation.
 1. Lake MHA, in compliance with its VAWA policy, will protect applicants, residents, and program participants who are victims of domestic violence, dating violence, sexual assault, or stalking from being denied, evicted, or terminated from housing assistance based on acts of such violence against them.
 2. VAWA notification, documentation, and confidentiality information, as well as the Emergency Transfer Plan, are provided in Lake MHA's VAWA policy.



49. Lake MHA's Right to Make Further Rules: Lake MHA shall have the right to make other and further reasonable rules and regulations that it determines to be necessary for the safety, care, and cleanliness of the building and its property. Lake MHA will give a thirty (30) days' notice of any change to House Rules following board approval.

AGREEMENT:

I hereby certify that I have received a copy of Lake MHA's House Rules, carefully read, reviewed, and understand all information included, and I agree to abide by the rules described. I understand that failure to follow the rules as proscribed may result in a lease violation, lease termination (eviction), or both.

Head of Household Name (please print)

Head of Household Signature

Date

Adult Resident Name (please print)

Adult Resident Signature (18yrs+)

Date

Adult Resident Name (please print)

Adult Resident Signature (18yrs+)

Date

Adult Resident Name (please print)

Adult Resident Signature (18yrs+)

Date

