

HOUSE RULES

The following general rules are compiled herein for the benefit of all Watertown Housing Authority (WHA) residents. Residents agree to abide by the House Rules and receipt of the rules is acknowledged by signature page attached. Failure to abide by the House Rules is a violation of the lease terms and can result in eviction.

1. RENT PAYMENTS

In accordance with terms of your lease, the full rent for the month is due and payable in advance, on the first day of the month. All rents are to be paid and received in person, through the mail, or through the 24 hour drop box at each site no later than the 5th business day of the month.

Please note the following:

- a. A resident who cannot pay rent when due, regardless of the reason, should contact the clerk immediately, or no later than the 5th business day of the month, to make payment arrangements. Late charges may be assessed, but making these arrangements in advance may save on any costs associated with an eviction notice.
- b. For your convenience, WHA offers direct payments from your savings or checking account which can be withdrawn on the 7th of each month.
- c. Charges for **late payment of rent** will be assessed as follows:
If rent is not paid by the 5th business day of the month, a charge of \$25 or 5% of the monthly dwelling rent, whichever is less, will be charged to the tenants account. **This is a lease violation. Repeat late rent payments will be considered a serious violation of the material terms of your lease and will result in eviction.**
- d. Bad Check Charges – A returned check charge of \$25.00 will be assessed for any check received as payment of rent and/or other charges that is returned unpaid due to insufficient funds or for any other reason. If such occurs three times cumulative, WHA will no longer accept checks or allow for direct payments from that resident and future payments must be made by cash or money order.

2. PRIVACY OF APARTMENTS

WHA officials and employees will not enter your apartment in your absence, except under the following conditions:

- a. In the event of an emergency, such as fire, water line break, electrical failure or other instances that require immediate attention to protect lives and property, yours as well as that of your neighbors and other residents.
- b. To perform routine maintenance work you have requested.
- c. To check the premises at reasonable hours, where there is reason to believe the premises may have been abandoned.
- d. For regularly scheduled housekeeping inspections, to ensure that you are maintaining at least minimum standards in the apartment. (A notice will be given in advance)
- e. For special inspections as needed. (A notice will be given in advance)

- f. In the event law enforcement officer provides WHA duly appointed representative with a copy of a warrant (search or arrest).

3. ADMISSION & VACATING DEVELOPMENTS WITH ELEVATORS

Tenants may not utilize the elevators upon admission (moving in) or vacating (moving out) of Skyline, Hilltop Towers, LeRay Street Apartments or Midtown Towers Monday through Friday between the hours of 11:00 a.m. and 1:00 p.m.

4. RENTERS INSURANCE

Residents are encouraged but not required to carry renters insurance for coverage of household belongings in case of damage or destruction to the unit. WHA insurance coverage does not include coverage for loss or damage to resident possessions, or, for negligence/damage caused by members of the household or guests. Renters insurance is obtainable from most major insurance companies.

5. MAINTENANCE SERVICES

For maintenance requests, call the Administration Office **315-782-1251**

**CALLS FOR EMERGENCY MAINTENANCE WORK CAN BE MADE AT ANY TIME
(day, night, weekends, holidays)**

An employee will be available to respond to true emergencies at all hours.

The following types of work will be treated as an **EMERGENCY**:

- a. Heating systems problems in the winter.
- b. Sewer stoppages affecting all toilets (not just a backed-up sink or tub).
- c. Breaks in water lines or major water leaks.
- d. Electrical failures (affecting more than just a single lighting circuit).
- e. Lock-out (resident will be billed the current charge for responding after hours).
- f. Broken windows that present safety hazards. The glass may not be replaced, but the area will be secured.
- g. Smoke Detector issue (beeping and/or malfunctioning)

If a maintenance employee is dispatched to an “emergency” which does not fit the above descriptions, charges will be assessed to the resident’s account for the call according to the List of Charges.

6. SPECIAL EXTERMINATION SERVICES

Normally you will not have problems with cockroaches, fleas, ants, bed bugs and other pests, if you follow good sanitation practices. However, in the event that your apartment becomes infested, WHA’s pest control company will handle the infestation.

- a. Routine Pest Inspections are scheduled quarterly. (Notice will be given in advance)
- b. If you suspect that there is any type of bug in your apartment, call your clerk.
- c. If you find a bug, make an effort to capture it, place it in a bag or jar to be examined by a WHA representative and/or exterminator.

7. RESIDENT RESPONSIBILITIES FOR GROUNDS MAINTENANCE, SANITATION, AND PARKING

- a. Lawns – Residents are never allowed to drive on lawns or sidewalks. A minimum of \$100.00 will be charged for any damages to WHA grounds. Residents are requested not to ride bicycles, walk, or run through plantings or flowerbeds; use the sidewalks. Residents are held responsible for their children. Children are not to dig holes, scatter rocks, or otherwise disturb lawns, shrubbery, or trees. In addition, it is the responsibility of residents to report to the office any destruction by other residents and their families or guests that they witness.
- b. Outside Storage – Residents may NOT store such items such as old furniture, car or truck parts or tires, used appliances, or items that constitute a fire hazard or threat to health and/or safety in or near patios, entry doors or yard areas. This does not prohibit the keeping of bicycles, toys, patio furniture, etc. Any prohibited items, as listed above, not removed within a reasonable time after notice is given to the resident, will be removed and charges for the removal will be assessed to the resident. Please refer to WHA Patio/Yard Policy for more information.
- c. Handling Garbage, Trash, Old Furniture, Etc. – Each resident shall use the refuse containers provided by WHA. No refuse, trash, trash cans, or garbage shall be stored outdoors and/or disposed of in any manner other than placing it in the proper container provided. Please recycle! Never leave bags of garbage outside the dumpsters. Sometimes the dumpsters can get quite full just before collection. If the dumpster is full or locked for the night, take the bags back to your apartment until the dumpster is emptied or available. A charge, per the List of Charges, will be assessed to any resident that does not abide by this rule.
- d. Pools – WHA only allows the usage of kiddie pools on our properties. These pools must contain only ankle deep water and emptied and stored away when not in use. Any pool larger than this, as well as hot tubs, are prohibited from being used.
- e. Automobile, Parking, Etc.
 - 1. All vehicles must display a parking permit or pass to avoid being towed after midnight. WHA requires verification of vehicle registration, insurance and a valid and current driver's license to obtain a parking permit. Parking permits must be displayed in the middle of the windshield behind the rear view mirror and passes should be placed on the dash. If you trade or sell the vehicle, you must return the sticker for a new one. Parking permits are for specific sites. There are no private or designated parking areas for any individual or household unless required by law. Refer to Vehicle Rules and Regulations.
 - 2. Inoperable, Unregistered, Unlicensed, Dismantled Vehicles, Etc. – Residents may not keep vehicles on the development unless they are properly licensed, registered and in an operable condition. Vehicles which do not display current licenses and/or which are in an inoperable condition (such as flat tires, broken windows,

leaking fluids, etc.) will be towed at the vehicle owner's expense. No repairs, oil changes, or any other work may be done to vehicles on WHA property.

3. Prohibited Parking Areas – No vehicles are to be parked in the following areas:
 - A. WHA parking only – A few spaces are marked for WHA officials parking only. Vehicles parked in these areas are subject to removal, with no further notice, at the cost of the resident.
 - B. Handicapped Parking – Spaces are marked with signage and are reserved for handicapped parking only. Any vehicle parked in Handicapped Parking must clearly display registered/licensed handicap sticker/plates/signage as issued by the Department of Motor Vehicles.
 - C. Refuse/Trash Containers – Do not park in front of dumpsters. Garbage cannot be collected if the truck cannot get to the dumpsters.
 - D. Powered Cycles (Motorcycles, Scooters, Mopeds) – All powered cycles of any type, size, style or model must be parked in a designated parking area only. No parking on lawns or on sidewalks.

8. GENERAL REQUIREMENTS

- a. Noise – In consideration of others, residents and their guests should not make any unnecessary loud or disturbing noises, particularly in the evening and during the night. Singing, playing on a musical instrument, loud operation of a radio, television, stereo, etc. should not be disturbing to others. Shouting, yelling, fighting, boisterous conduct of any kind is prohibited when disturbing to other residents.
- b. Smoke Detectors/Fire Alarms – Per NYS Fire Code 901.8, it is illegal to tamper with or disturb any fire detector and/or alarm system. Do not tamper with the smoke detectors or fire alarms in the apartments. They are installed for your safety. A charge will be assessed for the replacement of either. Please refer to the List of Charges.
- c. Flammable Materials and Space Heaters – The storage or use of gasoline or solvents or other flammable materials in or around apartments is prohibited. Residents must exercise caution with respect to children playing with matches or lighters.
- d. Doors – Doors of apartments should be locked during your absence. WHA will not be responsible for articles missing from the apartment. Always carry your key when leaving your apartment. Residents locking themselves out after regular working hours will be charged a fee according to the List of Charges. Residents are not permitted to have their own locks on any doors (inside or outside). WHA must be able to gain access for routine maintenance, inspection purposes, and in the event of any emergency.
- e. Alterations, Changes to Exterior or Interior
 1. Residents are not to make repairs or alterations or install any equipment to the interior or exterior of the unit without the prior written consent of WHA, including and not limited to security bars, screen doors, satellite dishes, etc.
 2. Residents are not to alter the apartment through use of paneling, wallpaper, contact paper, carpeting, built-in shelving, etc., which are attached to any wall, floor, shelves, drawers, or ceiling surfaces. Only those items that are freestanding and not attached may be used, such as freestanding shelves, lamps, and other items which do not damage the walls or other surfaces.

- f. TV Antennas, Satellite Dishes – Satellite dishes may not be installed without the permission of WHA. Under no circumstances may a satellite dish be located on the roof.
- g. Air Conditioners – The installation and removal of air conditioners must be performed by maintenance through a work order. There is an installation and removal charge, as well as monthly utility usage charge. If a platform is required, the cost will be charged to the resident. Installation of an air conditioner through other means than a work order will result in a charge of inspection and you will be charged utility usage charge from May 1st through the date of when the air conditioner is reported to WHA.
- h. Windows – In winter months, when the heaters are running, tenants are required to keep their windows closed to avoid excess utility charges to the Authority and also to avoid damage to the radiators where applicable. There will be a \$10 per day per window charge for open windows in cold months.

9. PETS

Pets are not allowed on the premises until approved by WHA; pet security deposit and all proof of shots must be submitted before WHA will approve the pet. Only 1 pet is allowed. See WHA Pet Rules and Regulations for limitations and maximum weight limit. Pets must be spayed or neutered. No other pets are allowed on WHA property, which means that your guests cannot bring pets, you cannot pet-sit for anyone, and you cannot allow strays in your apartment. It is your responsibility to clean up after your pet. A pet waste removal charge will be assessed against pet owners who fail to do so. Refer to the Pet Policy and list of charges.

10. OVERNIGHT GUESTS

All overnight guests/visitors must be registered with WHA prior to their stay or immediately after (the next business day). It is the tenant's obligation to insure that his/her guest acts in a manner that will not disturb other residents and be conducive to maintain the development in a decent, safe, and sanitary condition. Guests can be registered up to 14 days. A guest is prohibited from staying more than 30 calendar days per year.

11. CHARGES FOR SPECIAL SERVICES OR CHARGES DUE TO DAMAGE FROM RESIDENT ABUSE OR NEGLECT

You will not be charged for maintenance or damage due to normal wear and tear on our apartment. However, in some situations you will be required to pay the charges for material and labor for special services rendered to you, or for damage, repair, or the cost of missing items. You are not authorized to have any WHA property or equipment repaired by an outside vendor.

Special Service Charges – The following charges will be levied for special services which are not part of regular, routine maintenance and operations:

- a. Hauling Charges – If you permit old furniture, appliances, junk, trash, or debris to accumulate in your apartment or in the area surrounding the apartment, and if it becomes necessary for WHA to remove such material (after giving reasonable notice), then WHA will charge for removal of such material according to the List of Charges.

- Residents moving out and leaving old furniture, appliances, junk or trash, are subject to the hauling charge at the time the unit is vacated.
- b. Charge for Damage by Resident(s), Household members, Guests or Other Persons under the Resident' Control – Such charges will be made in accordance with the List of Charges as posted at each site.
 - c. Cost of Damages Done by Third (or Unknown) Parties – Residents will be charged for damages to the dwelling by third or unknown parties (such as break-ins, broken windows, etc.)

12. SPECIAL EVENTS AND COMMUNITY ROOMS

- a. Residents planning special events that are conducted outside the dwelling unit require prior approval from WHA and any equipment must be removed immediately after the event. (Example: birthday parties and inflatable jump houses)
- b. If you would like to reserve the community room for a resident's special event, rules regarding the use, sign up and access to the room will be posted at the development and must be followed.
- c. To be eligible to use the community room for a special event, the residents' account must be in good standing (no past due charges of any kind, no evictions pending).
- d. No alcoholic beverages are allowed.
- e. Residents must follow all posted rules in the community room.

13. CHECKING OUT WHEN VACATING APARTMENT

Rent is due in full for the month, even if notice to vacate has been given. You must give at least a thirty (30) day notice, in writing, of your intent to move out. Failure to give proper notice could result in additional charges to the resident. The resident is responsible for rent, damages and other charges incurred until such time as they inform WHA of their move, have vacated the unit, and have turned the keys in to WHA. For residents vacating a unit on any day except the last day of the month, rent will be refunded on a pro-rated basis for the number of days remaining in the month. It is highly recommended, though not required, for you to be present for the move out inspection.

- a. In order for the apartment to be properly inspected, you must have physically moved all possessions out of the apartment prior to turning in your keys.
- b. You must turn in your apartment keys when you vacate the apartment. You will be charged rent until all of the keys are received.
- c. After your apartment is inspected, and the cost of cleaning (if necessary) and any repairs for damage to the unit or equipment, or for missing items is calculated, you will be refunded any amount due to you from the security deposit within ~~thirty (30)~~ fourteen (14) days.
- d. If you cannot pay all charges due at move-out, ask to make arrangements to pay the charges off over a reasonable length of time. This will save your credit rating from an unfavorable report. If you fail to pay or make arrangements to pay when moving out, WHA will send you a notice of the amount owed, indicating that if payment is not received within ten (10) days, the amount will be turned over to a collection agency.

- e. A collection fee will be charged to the resident for any debts owed to WHA that are collected by the collection agency. This fee will equal the amount charged by the collection agency and will be in addition to the debt itself.

14. INSTRUCTION TO RESIDENTS ON WHAT TO DO WHEN VACATING

Pre-Vacate Maintenance Policy – As your lease requires, you agree to leave your apartment in a good and clean condition, as it was when you moved into it. The following is a checklist prepared by WHA to assist you with your return of a good and clean apartment. It may also help you receive a full refund of your security deposit.

- a. If you have painted any rooms of your apartment, you will be charged for the labor and materials to repaint the apartment.
- b. All wall coverings (pictures, mirrors, clocks, etc.) must be removed, including glue or paste, and the wall returned in good condition, free of holes or other blemishes. Any large holes, including holes from drapery rods or picture hooks, must be filled with appropriate material, and the wall left in good repair.
- c. No personal belonging should remain in the apartment. The apartment must be empty; free of hangers, garbage, boxes, newspapers, furnishings, etc.
- d. All cupboards must be empty and clean. If you installed shelf paper of any kind, it must be removed.
- e. The refrigerator must have all food removed. It must be left clean, the freezer defrosted and clean, and drawers cleaned.
- f. All bathroom fixtures must be left clean including toilets, sink, and bathtub. The shower walls, vanity, mirror, and medicine cabinet must also be left clean.
- g. If you have removed the original light fixtures, switch plates, or receptacle plates to install your own personal ones, you must replace the original ones where they belong.
- h. Floors must be broom swept and mopped.
- i. Make sure all windows are clean and do not require washing.
- j. Leave stove, oven, and broiler in clean condition; check burners on top and underneath; also clean top and sides of oven, as well as inside the oven and the bottom drawer.
- k. Wipe off all shelves and surfaces in closets and be sure to sweep and mop in there as well.
- l. Check painted surfaces and wash off dirt, finger marks, etc.

15. INCLEMENT WEATHER AND THE RESPONSIBILITY OF THE RESIDENT

For family sites - it is your responsibility to keep your walk way cleared, from the main sidewalk to your apartment.

16. ENGAGING IN CRIMINAL ACTIVITY/DRUG/ALCOHOL ABUSE

Engaging in criminal activity, a pattern of alcohol abuse, drug usage/sale will not be tolerated, based upon the criminal activity, this could result in termination of assistance on the whole household. The producing of Methamphetamine is an automatic eviction ~~for life?~~

17. FRAUD

If you commit fraud while your housing is being subsidized by HUD, you could be:

- Evicted from your apartment
- Required to repay all assistance received
- Fined up to \$10,000
- Imprisoned up to five (5) years
- Prohibited from receiving future assistance
- Subject to state and local government penalties.

18. GRIEVANCE PROCEDURE

Any resident having a grievance or complaint should first discuss it with the Occupancy Supervisor at the Administration Office. If the complaint is not resolved at this level, the resident may request a copy of the Grievance Procedure and follow the steps as provided. (A copy is available at the Administration Office)

Listed are some of the most “frequently asked questions:”

Question: What types of decisions may I appeal?

Answer: (1) Calculation of “total tenant payment” (TTP or resident portion),
(2) Termination of your lease or tenancy,
(3) Action not taken by the Authority after being reported,
(4) Required transfer as a result of being determined under housed or over housed,
(5) Billing of any type, and
(6) Any other type of Authority action with which you may disagree.

Question: Does the grievance apply after I have moved out?

Answer: No. Once a resident has vacated his/her unit, the grievance policy no longer applies.

Question: How many steps are there in the grievance procedure?

Answer: 1. The Informal Settlement – conducted by the Occupancy Supervisor
2. The Hearing – conducted by the Authority’s Hearing Officer.

**RESIDENT CERTIFICATION AND ACKNOWLEDMENT OF RECEIVING
WHA HOUSE RULES AND REGULATIONS**

The House Rules are not inclusive of all of the Watertown Housing Authority’s rules, regulations, policies, and practices. The House Rules are supplemental to the Lease Agreement. For response to a specific question you may have about your occupancy, please see your clerk.

I/We have read and understand the above House Rules and standards and agree to abide by them during my/our residency.

SIGNATURE(S):

Resident: _____ Date: _____

Resident: _____ Date: _____

Resident: _____ Date: _____

Resident: _____ Date: _____

Resident: _____ Date: _____