



375 W. 37th St. Suite 200 Loveland, CO 80538 (970)-667-3232

House Rules

Thank you for choosing the Loveland Housing Authority (LHA) community as your new home. You can be certain our staff will do everything possible to assure your satisfaction so that you enjoy living at your complex.

Please take the time to read these rules in its entirety, and feel free to discuss any items you do not fully understand with your Housing Coordinator or Resident Manager. This information contains rules relating to many of our apartment communities and certain portions may vary at your community.

These House Rules pertain to ALL RESIDENTS along with their guests/visitors. Residents will be held responsible for their guest/visitor actions while on premises.

HOUSE RULE(S) ENFORCEMENT:

These House Rules will be enforced in the following manner:

- 1. Verbal or Written Warning**
- 2. Demand for Compliance-** If a resident receives a third demand for compliance, it may be accompanied with a NOTICE TO VACATE for not abiding by the LEASE/House Rules.

These House Rules govern day to day operations on the property and are intended to address minor violations that disrupt the livability of the community. RESIDENTS ARE SPECIFICALLY ADVISED THAT THESE HOUSE RULES ARE NOT THE ONLY REASON A LEASE AGREEMENT MAY BE TERMINATED.

ALL OCCUPANTS of an apartment must be listed on the lease. Failure to abide by this will result in termination.

ABUSE AND/OR MISUSE OF PROPERTY:

No resident or guest/visitor of any resident shall abuse and/or misuse any part of the property (all residents will be held responsible for the actions of his/her guests/visitors).

Examples are, but not limited to the following:

- Destruction or abuse of the building fixtures, playground equipment, or trash enclosures;
- Any item including trash, dirt, snowballs, rocks, etc., being thrown at the buildings, windows, in hallways, etc.;
- Absolutely no climbing of trees and/or playing in the shrubs;
- Failure to dispose of trash in the proper manner such as cigarette butts, gum/candy wrappers, pop cans, fast-food containers, etc. Residents are required to sweep porches, patios, or messes made in common areas/hallways;
- Defacing any part of the property; including plants, trees, and shrubs.
- Do not throw trash OVER the enclosures; walk around and throw trash INTO the dumpster from the enclosure entrance. If the dumpster is full, go to the next dumpster and/or contact the Resident Manager. **NO FURNITURE IS TO BE PUT INSIDE OR OUTSIDE OF THE DUMPSTERS** for disposal. Residents must discard furniture at the landfill. If you place furniture at the dumpster, you may receive a tenant charge. No Climbing in, on and around the dumpsters;
- Abuse of other tenant's property;
- Any damage done to an apartment by a guest/visitor (invited or not) will be the resident's responsibility.



EXCESSIVE NOISE:

RESPECT YOUR NEIGHBOR'S RIGHT TO THE QUIET ENJOYMENT OF THEIR APARTMENT AND COMMUNITY.

NOISE CURFEW

We will enforce a noise curfew 24-hours a day. All residents, guests or visitors will not disturb or interfere with the rights, comforts, and convenience of other residents. The resident or guest/visitor shall keep their voice, radio, televisions or musical instruments at a level which will not disturb the neighbors. Excessive yelling and screaming is considered noise, if the volume is disturbing to other residents.

Examples are, but not limited to the following:

- a) Loud parties at any time of the day or night;
- b) Abusive language;
- c) Any fighting will result in an automatic violation for both/all parties; and
- d) Reaving of vehicles engines and playing loud music from vehicle.

Please remember that you are in an apartment setting and that you have neighbors to be considerate of.

CURFEW:

Resident Managers may intervene when the actions of the residents that are disrupting the livability of the project; or the right of any resident to the quiet enjoyment of the leased premises and related project facilities and interference with the management of the project. This may or may not involve the calling of police/security personnel.

PUBLIC AND RECREATIONAL AREAS:

Offices and community areas are considered common areas for the property. Common areas are also the playground, benches, laundry room, garden and any areas shared by the residents. Residents are requested to avoid drinking alcohol and appropriate attire should be worn in all common areas.

Residents may not play or ride bicycles, tricycles, skateboards, big wheels, etc., in any building entryways, lobbies, hallways or breezeways. The lounges and common areas are for everyone's enjoyment and use. NO smoking will be allowed in the common areas. The hallway entry doors are to remain closed at all times. No one is to store anything in the hallways, under stairs or breezeways.

NON-SMOKING RULE:

Effective September 1, 2009, smoking is prohibited in any area of the leased premises, including enclosed and outdoor areas within 15 feet of the building. In accordance with the Colorado Clean Indoor Act, for purposes of the lease "smoking" means: the burning of a lighted cigarette, e-cigarette, cigar, pipe, marijuana, or any other matter or substance that contains tobacco or marijuana. This provision applies to residents and guests. It is the responsibility of the resident to inform his/her guests of the no smoking provision and prohibit smoking by his/her guests in any area of the leased premises. A breach of this provision shall be considered a material breach of the lease and grounds for termination of the lease by the Landlord. Please ensure that cigarette butts are properly disposed of – including those of your visitors/guests.

MOLD PREVENTION:

Molds are naturally occurring microscopic organisms, which reproduce by spores. These spores spread through the air. When excess moisture is present inside your home, mold can grow. To minimize the potential for potential mold growth, you must do the following:

Keep your residence clean-particularly the kitchen, bathrooms, carpets and floors. Regularly vacuuming, mopping and using household cleaner to clean hard surfaces is important. Promptly remove visible moisture accumulating on windows, walls, ceiling, floors and other surfaces.

Prevent any moisture buildup in your residence. If you find mold in your residence, please contact your Resident Manager. The Resident Manager will work with maintenance to do whatever possible to remedy the situation.



REASONABLE ACCOMMODATION (SERVICE/COMPANION ANIMALS):

Residents may apply for a Reasonable Accommodation (due to a disability) for a service/companion animal through the 504 Coordinator; otherwise, at no time may pets be kept or maintained in the resident's apartment or on the community property (this includes visitor/guest pets).

PETS – NOT ALLOWED:

Caged pets that are permitted are birds, and harmless aquatic life. Pet waste must be bagged and disposed of properly. Please be aware that your property may have different rules regarding pets. To clarify, contact your Resident Manager.

VISITOR OR GUEST POLICY:

Residents are responsible for notifying the Resident Manager of guest/visitors staying in their apartments who stay longer than 14 consecutive days. The Resident Manager can then document who is on the property.

ALL VISITORS/GUESTS MUST ABIDE BY THE HOUSE RULES. THE RESIDENT MANAGERS HAVE THE RIGHT TO INSIST THAT A VISITORS/GUEST (INVITED OR NOT) WHO CHOOSE NOT TO ABIDE BY THE HOUSE RULES LEAVE THE PROPERTY IMMEDIATELY. A VISITORS/GUEST (INVITED OR NOT) THAT HAS BEEN ASKED TO LEAVE THE PROPERTY, WILL NEED APPROVAL OF THE RESIDENT MANAGER, DEPENDING ON THE SITUATION, BEFORE THEY CAN RETURN TO THE PROPERTY. RESIDENT MANAGER CAN ASK VISITORS NOT TO RETURN TO THE PROPERTY. THEY CAN ALSO BE ISSUED A NO TRESPASS ORDER.

LAUNDRY ROOM:

The laundry room is for tenant's laundry only. **Guests/visitors are not allowed to do laundry on the properties. Clothes can be removed from the machine if left for more than 15 minutes after the finish cycle.** Hours of operation will be posted on the laundry room at each complex. Laundry rooms are to be left clean, and there is no smoking in the laundry room areas.

No dyeing of clothes in washing machines. Management is not responsible for damaged and/or stolen items.

When equipment in the laundry room is broken or working improperly, please contact the Resident Manager immediately.

SIGNS & POSTERS:

Please do not place, attach, affix, post, nail, tack, pin, hang or glue any signs, decals, place cards or advertisements, including but not limited to, messages of a business, or personal nature, on doors, in windows, on walls from patios, balconies or verandas, on lawn or anywhere else in the apartment community or in the common areas. You are able to display political sign, in windows, during campaigning.

LOCKED OUT

DO NOT CRAWL IN AND OUT OF WINDOWS. Contact the Resident Manager for access into your unit.

BALCONIES AND PATIOS:

The patio areas are NOT intended for storage. Residents are expected to keep their patios clear from all items except for picnic tables, lawn furniture and planters as approved by the Resident Manager. This applies to all LHA owned and managed properties. **Do not block front and back entrance of apartments; these areas need to be clear for fire safety.**

Draping anything over the railings, hanging ropes, etc. off the balcony is not allowed at any time.

SMOKE & CARBON MONOXIDE DETECTORS:

As required by state laws, management will be able to gain access to your apartment by giving proper notification to test and repair smoke detectors, and in some cases, carbon monoxide detectors. Removing a battery from a smoke or carbon monoxide detector is a resident charge, as well as physically



removing a smoke or carbon monoxide detector. Removal is considered a serious violation as these are considered safety devices for you and other residents and could result in an eviction if removed.

GRILLS:

The City of Loveland's Fire Code regulates the use of grills in multi-family housing. Propane grills are regulated in the size of propane tank, only the small 2.5 lb. propane bottle sizes are allowed. An approved propane grill can only be used if your balcony/patio is made of concrete, steel or other non-combustible material (not on wooden balconies or decks) **AND** be more than 15 feet away from combustible siding, decking, or other parts of the structure, per fire code. Electric grills may be used on patios and balconies. Charcoal grills, hibachis, and other open flame cooking appliances are not allowed unless your balcony/patio is made of concrete, steel or other non-combustible material (not on wooden balconies or decks) **AND** is more than 15 feet away from combustible siding, decking, or other parts of the structure. Any cost to repair damages caused by misuse of an approved grill will be billed to the resident. Please consult with your Resident Manager for more details.

Do NOT store any flammable liquids on your patio or balcony.

WINDOWS AND INTERIOR WALLS:

Blinds may not be removed or replaced without the consent of management. Awnings, doors, shutter, window tints and shades are not allowed on windows. All window coverings (drapes/blinds) need to be hung properly, hemmed, and have white, beige, or cream backing.

APPLIANCES:

Please read your operational manuals carefully for instructions on use and care, if available. Remember to use cold running water when operating the garbage disposal. Please do not put celery, banana peels, potato skins, rice, artichokes or any other foods that may cause a backup in your garbage disposal.

Abrasive cleaners ruin the finish of appliances and fiberglass tubs. Please only use liquid cleaners such as dishwashing or laundry detergents. If unfamiliar with any appliance, such as self-cleaning ovens, please contact the Resident Manager for proper operating instructions.

The self-cleaning oven is not to be used to clean the oven racks, broiler pan, drip pans or chrome rings on the range. If these items are placed in the self-cleaning oven, they will become discolored and damaged.

ALUMINUM FOIL MAY NOT BE USED TO COVER DRIP PANS ON YOUR STOVE. IT IS A FIRE HAZARD!!!! Aluminum foil can cause overheating and potentially catch fire.

DRAINS:

Residents are requested not to dispose of feminine products, disposable diapers, paper towels, wet wipes, cat litter, toys or other small objects in the toilet bowl. These items will clog the drainage system, creating a great deal of inconvenience, not only for you, but for other residents. **THE COST OF FIXING A STOPPAGE DUE TO RESIDENT NEGLIGENCE WILL BE CHARGED TO THE RESIDENT!!** Do not use commercial drain openers; they can take slow down the time for the situation to be cleared up. **Please refer all stoppage problems to your Resident Manager.**

WATERBEDS:

Waterbeds even though they are not widely used anymore, require written approval by management.

UNIT TRANSFER:

Transfers to another unit by a tenant are allowed as a reasonable accommodation for a disability or a change in family size. If a tenant household is being moved to a different unit as a reasonable accommodation, the LHA must pay for the move. If a transfer is not for a reasonable accommodation, then all costs pertaining to the move are the responsibility of the tenant. Please contact your Housing Coordinator if you think you might qualify for a transfer especially if is a request for a reasonable accommodation.



RESIDENT LOSSES AND THE NEED FOR INSURANCE:

Management recommends all residents obtain individual renters' insurance for their personal property. These policies are readily available through most major insurance carriers. The landlord's insurance does not cover the resident's property or vehicles from theft, water damage, or fire anywhere on the premises.

PARKING:

The numbered or designated parking spaces are for RESIDENT PARKING ONLY. The designated visitor parking spaces are for VISITORS PARKING ONLY.

- *Vehicles must be parked within the lines, utilizing no more than one parking space.
- *Resident parking only" will be posted and violators will have their cars towed at their own expense.
- *There will be no parking behind another vehicle as this blocks the roadway for other cars.
- *There will be no backing in of cars as the fumes from the exhaust filters into the apartments.
- *Car bumpers need to be at least six inches from the curb (year round). Bumpers extended over the sidewalk hinders proper snow removal and/or adequate walking space.
- *Vehicles are not to be parked in the FIRE LANES, designated NO PARKING AREAS or IN FRONT OF THE HANDICAP RAMPS.
You can park in a handicap area ONLY IF YOU HAVE A VALID HANDICAP STICKER OR LICENSE PLATE. Violators will be towed at owner's expense.
- *Vehicles are not allowed to be on the grass and are not allowed to jump the curb at any time.
- *Commercial trucks, campers, trailers, boats, pods, or any temporary storage may not be stored on the premises.
- *The Loveland Housing Authority is not responsible for theft, damage, or loss of vehicles.

THERE IS NO ASSIGNED PARKING. EVERY TENANT NEEDS TO HAVE A PARKING PERMIT TO PARK IN RESIDENT PARKING. VIOLATORS WILL BE TOWED AT OWNERS EXPENSE. PLEASE BE CONSIDERATE OF YOUR NEIGHBORS AND DO NOT UTILIZE MORE THAN YOUR SHARE OF PARKING SPOT(S). REMEMBER YOU ARE IN AN APARTMENT SETTING. HOUSING COORDINATOR/RESIDENT MANAGER HAS DISCRETION OF UNFAIR VIOLATION(S).

RESIDENT VEHICLES:

All vehicles parked on the property must have a current temp tag or license plate, and a property parking sticker. Any vehicle without the above will be ticketed and towed at the owner's expense. If you question if this is applicable to your property, please ask your Resident Manager.

ONLY OPERABLE VEHICLES WILL BE PERMITTED ON THE PREMISES.

All residents need to give the Resident Manager their license plate number, make/model, and year of all vehicles to be parked in the designated resident parking areas. Please see the Resident Manager about the number of vehicles allowed and to obtain a parking permit.

If a resident starts to repair a vehicle, all items must be cleaned up and the vehicle must be in order, operating by 5:00 p.m. of the same day. No one is permitted to do any repair work on their vehicles that will create a mess while the car is parked on the property. Garages are not to be used as a repair shop. A vehicle must NEVER be left unattended while under repair.

Oil and batteries are considered hazardous materials and must be disposed of properly. These fluids may not be disposed of in the dumpster or any other **Loveland Housing Authority** property. Cars leaking of any fluid MUST be parked off the property. Any damages caused by the car leaking fluid on the property are the responsibility of the resident. Any damages will be charged to the resident. NO washing of vehicles is permitted on the premises. If in doubt as to whether a repair can be done, please contact the Resident Manager.

MOTORCYCLES:

Motorcycles are to be operated as quietly as possible while entering or exiting the community, and are **NEVER** to be brought in to the apartments or onto the patios. Motorcycles must be kept in a parking spot and follow the same policy as a regular vehicle.



SPEED LIMIT:

There is a posted speed limit of 5 mph for the parking lot areas. This is a “crawl” speed and is STRICTLY ENFORCED for the safety of all.

BICYCLES:

Examples are, but not limited to the following:

- a) Bikes
- b) Tricycles
- c) Scooters
- d) Big Wheels
- e) Skateboards
- f) Rollerblades/Roller-skates
- g) Other forms.

These are not to be ridden on handicap ramps where this applies.

Bicycles are to be parked in designated bike racks only. They may not be kept on balconies, stairways, or entryways. If your property does not have bike racks, check with the Resident Manager for proper storage areas.

Bikes stored in the bike racks must be operable. Bikes with missing parts, flat tires or in any condition that makes them inoperable, will be posted with a seventy-two hour notice. If they are not repaired or removed, inoperable bikes will be removed from the bike racks.

LEASE INFORMATION:

When you sign a lease with the Loveland Housing Authority, you are entering into a 12 month (one year) contractual agreement. **If you break the lease, the Housing Authority has the right to charge you Two (2) full months of rent (except for Silver Leaf II, Orchard Place).**

REVISED HOUSE RULES, NEW OR REVISED POLICIES

Resident is required to sign all revised House Rules and new or revised Policies within 30 days of issuance.

INTENT TO MOVE:

If you plan on moving when your lease expires, you must give a 30-Day written notice to your Housing Coordinator. Schedule a move out inspection with your Resident Manager. It is a good idea to arrange to be present for the move out inspection.

ABANDONED UNIT:

In the event that management determines the unit abandoned, and proper postings are completed, management may properly take possession of the unit without resort to legal processes. Management will determine the unit to be abandoned if there is evidence of an act of abandonment and/or intent to abandon by the tenant.

RECERTIFICATION:

Once a year, the resident is required to recertify with LHA. Please make sure that you complete the paperwork sent or given to you in a timely manner and return it to LHA. On some properties, this requires an appointment with the Resident Manager and/or Housing Coordinator to complete the recertification process. For some federal programs, not completing your paperwork is grounds for non-compliance, and therefore, you may lose your subsidy or be asked to move. Failure to complete Recertification including signing Lease renewals and Tenant Income Certifications is grounds for non-compliance and a 30 day notice to vacate will be issued.

DECEASED RESIDENT PROCEDURE:

LHA has a policy for when a resident passes away. Please see your Housing Coordinator or Resident Manager for the full policy.

RESIDENT CHARGES:

Loveland Housing Authority (LHA) assesses the following charges to residents:



INSUFFICIENT FUNDS

Only the actual bank charge for insufficient funds will be applied to the resident account. A resident with two checks returned for insufficient funds within a six month period, will be required to use certified checks for one year before the Housing Authority will accept checks from their banking account. You may also choose to pay by other means other than checks.

LATE FEES:

For Orchard Place and Silver Leaf II, if rent is not paid by the 5th business day of the month, a late fee will be applied. A fee of \$5.00 on the 6th day and \$1.00 for each additional day the rent remains unpaid for the month. All other properties will be charged a flat \$25.00 late fee.

ADDITIONAL FEES:

For those complexes where the Landlord pays utilities, residents using deep freezers will be assessed \$8.00 per month for electricity.

APARTMENT MAINTENANCE:

Any repairs that need to be done in your apartment need to be handled by the maintenance staff. It is your responsibility to report any problem(s) in your residence to the Resident Manager. The Resident Manager will put in a work order to the maintenance department. Maintenance staff will enter your unit to do the repair work required. In case of emergency and/or with prior notice to the tenant, management will enter your apartment and make repairs and/or inspect apartment. In addition, we may do periodic inspections to determine the condition of maintenance and upkeep of the residence. Inspections will be conducted annually and/or more frequently when warranted by management.

Maintenance charges for any repairs that are the fault of the resident, will be charged to the resident.

LIGHT BULBS:

All light bulbs should use the proper wattage for the fixture. In most cases it is the responsibility of the resident to replace inside light bulbs.

Report any lights that are broken or burned out in the hallways, parking lots and other community areas to the Resident Manager.

ICE AND SNOW CONDITIONS:

During inclement weather, we recommend you take safety precautions. When outside, proceed slowly and with caution. Steps, sidewalks, and driveway areas may be slippery. Although our staff may make every attempt to clear these areas, your caution is advised. We cannot assure that all areas will remain free of ice and snow at all times. Any snow accumulation under 3 to 4 inches, the contractor does not remove. Please remember to park your car 6 to 8 inches away from the curb for proper snow removal.

SEVERE COLD WEATHER:

The following recommendations are being made to increase your comfort and prevent inconveniences that might occur during severely cold weather.

Leave the heat on at a comfortable setting of 65 degrees or higher during the hours you are away from your apartment.

Open the cabinets under the kitchen and bathroom sinks to allow heat to get to areas where pipes are likely to freeze during freezing temperatures. Leave hot and cold faucets slightly dripping in kitchen and bathrooms in these conditions as well.

Remove any obstructions from the front of heat vents and/or baseboards. Examples are pulling your sofa out to allow radiant heat to enter the room, or moving a bookcase away from the baseboard. Do not cover return air vents.



Immediately notify the Resident Manager of lack of water coming from faucets. This could be an indication of frozen pipes. Close blinds in your apartment to prevent any drafts. Management will attempt to put out a freeze warning when these conditions are likely to occur.

EMERGENCIES:

PLEASE CALL 911 IF THERE IS A FIRE, MEDICAL, OR POLICE EMERGENCY

IF A FIRE OCCURS IN YOUR APARTMENT: GET OUT!!!

Dial 911 as soon as possible from a safe location. Then get in touch with the Resident Manager and provide as much information as possible about the fire.

CLEANLINESS: Residents shall keep and maintain their apartments, patios, or balconies and furnishings clean, sanitary, and free from objectionable odors at all times. Resident must keep bathroom fans clean of debris and dust. If at any time management suspects an issue with housekeeping, we will post a 24-hour housekeeping inspection on the door. If there is an ongoing issue with housekeeping, you could be subject to weekly or monthly housekeeping inspections.

The use or storage of gasoline, cleaning solvents, or other hazardous materials in or outside of the unit is strictly prohibited.

LOVELAND HOUSING AUTHORITY (LHA):

Personnel are on-call and available for emergencies at all times. Examples of maintenance emergencies are lack of heat, water, damaging the premises, locked out or any situation that could be harmful to residents or the community.

Any communication regarding you or your neighbor's residency will be conducted with the appropriate residents/staff always upholding the strictest confidentiality. While we appreciate you letting us know of any imminent situations, you generally will not be communicated with regarding the outcome unless it affects the health/safety of all residents. LHA strives to make your apartment/community as comfortable and as safe as possible.

We appreciate you taking the time to read these House Rules, and again, want to welcome you to your new home and thank you for choosing the Loveland Housing Authority. **If you have questions as to whether these House Rules apply to your community, ask your Resident Manager.**

Office Hours: The Loveland Housing Authority (LHA) Administrative Office is Located at 375 W. 37th Street, Suite 200. The office is open Monday through Friday 8:00 a.m. to 5:00 p.m., unless otherwise posted.



Grounds for Immediate Termination of Lease November, 2016

- (1) Drug related criminal activity engaged in on or near the premises, by any tenant, household member, or guest, and any such activity engaged in on the premises by any other person under the tenant's control;
- (2) Determination made by the Landlord that a household member is illegally using a drug;
- (3) Determination made by the Landlord that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
- (4) Criminal activity by a tenant, any member of the tenant's household, a guest or another person under the tenant's control:
 - a. That threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management staff residing on the premises); or
 - b. That threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises;
- (5) If the tenant is fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that in the case of the State of New Jersey, is a high misdemeanor;
- (6) If the tenant is violating a condition of probation or parole under Federal or State law;
- (7) Determination made by the Landlord that a household member's abuse or pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents;
- (8) If the Landlord determines that the tenant, any member of the tenant's household, a guest or another person under the tenant's control has engaged in the criminal activity, regardless of whether the tenant, any member of the tenant's household, a guest or another person under the tenant's control has been arrested or convicted for such activity.



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**HOUSE RULES
November, 2016**

I (We) have received and reviewed a copy of the Loveland Housing Authority's (LHA) House Rules and Grounds for Immediate Termination of Lease. I understand the rules & will follow them as long as I am a resident of the Housing Authority.

Property Name & Unit Number

Print Your Name

Tenant (please sign)

Date

Tenant (please sign)

Date

Tenant (please sign)

Date

Tenant (please sign)

Date

LHA Representative

Date

