

## **LET'S BEGIN WITH THE LEASE AGREEMENT**

The Conditions of occupancy and your responsibilities as a tenant are explained in your Lease Agreement. You should become familiar with the contents of the lease by reading the Lease Agreement and attached Policies carefully. We are always available to answer questions you may have concerning your lease.

Once you sign your lease, you are required to abide by all rules and regulations of the Housing Authority. In return, the Portland Housing Authority is responsible for providing you with the services necessary to maintain a safe and decent residence.

The term of your lease is one year. It is renewed each year on the **anniversary of your move in date**. No tenant may sell or assign the lease, sublet any room, give accommodations to any boarders or roomers, or run a business from their apartment.

## **PAYING THE RENT**

Your rent is due on the 1<sup>st</sup> of every month, but no later than the 10<sup>th</sup> day during regular business hours. Payment must be made by check or money order and made out to the *Portland Housing Authority*. The office cannot accept cash as payment. Partial payments are not acceptable. Tenants failing to make their rent payments on time will be immediately served with a late fee and then a notice of eviction.

No cash is allowed. Only personal checks or money orders.

Communication is very important. We are not mind readers and therefore are unable to know why you failed to make your payment. We are here to assist you if you have a problem. Avoid a bad credit rating and discuss your problem with the office.

A resident consistently late with monthly rent payments can be processed for eviction. Any legal cost incurred because of an eviction notice will be added to your bill. A late charge of \$30.00 is assessed to your rent if received after the 10<sup>th</sup> working day. A Notice to Quit charge is assessed to your rent on the 11<sup>th</sup> of each month if rent is not paid. If a personal check is returned to us once because of insufficient funds, you will be required to pay your rent with money orders. You will be charged a fee of \$25.00 for any check returned by the bank.

## **RENT CHANGES & REEXAMINATIONS**

Once a year, you will be sent a notice that your income and family composition must be reviewed, as required by Federal Law. You are required to produce verification of both family income, change of assets, and/or family composition. Your rent for the coming year will be determined because of this re-examination.

The annual rent will become effective on **the anniversary of your move in date**, therefore you must begin two months prior to that date collecting the information needed to bring to your appointment.

Please do not ignore this notice. If you do not respond **and** on time, we will be forced to terminate your lease.

If, during the period between reexaminations you have an increase or decrease in your income and/or assets, or a member of your family moves in or out you must immediately report such changes to the office. Your rent and lease will be adjusted to properly reflect your current income and family composition. Failure to do so promptly is a violation of your lease agreement and would result in retroactive payments back when the change occurred.

## **TRANSFERS**

Tenants eligible for transfer from one size apartment to another are based upon family size. An appropriate unit will be assigned to you based upon the number of members in your family. All attempts possible will be made to move you when, and if, it ever becomes necessary to reduce any possible hardship or inconvenience. **Currently there is a hold on apartment transfers with the exception of medical reasons.**

## **MOVING FROM THE APARTMENT**

If you decide to move, you must give the office a written thirty (30) day notice prior to your expected move-out date. Failure to properly notify the office can result in the loss of your security deposit refund and an additional month's rent.

You are required to leave the apartment in the same condition, as it was when you moved in. The apartment will be inspected by the maintenance department and any damage will be charged to you.

For your protection, you may arrange an appointment with the office for a final move-out inspection. This will give you the opportunity to explain any problems that may jeopardize your security deposit. It is our aim that your stay in the apartments owned by the Portland Housing Authority will be a pleasant experience for you and your family and a profitable one in terms of enabling you to meet your living needs within your budget. If you leave because you can afford private rent or a home of your own, our purpose will have been accomplished. Good luck.

## **MAINTENANCE**

You will be expected to keep the interior and exterior of your apartment clean and neat at all times. An accumulation of garbage and filth is both unsanitary and poses a health hazard to other tenants. Inspections will be done by management and/or maintenance annually to insure the upkeep of all apartments. If you have difficulty maintaining your apartment, you may wish to obtain home aide services. The Authority maintains a policy by which it can evict a tenant who does not cooperate in keeping their apartment a clean and safe place to live.

Your home and complex are judged by its appearance. With cooperation of every tenant, it could look like luxury apartments. When you see children or adults throwing papers, bottles and cans on the ground, explain that they should set a good example by picking up litter. It is your home and a reflection on all of us.

If you wish to plant bushes, shrubs or flowers, you must receive permission from the PHA and must maintain them. If you neglect their care, we will remove them so it will not present an unsightly or unattractive appearance.

## **REPAIRS**

The Authority provides a maintenance crew to take care of all general repairs. Residents are not allowed to alter or change the locks or any fixtures. Contact the office if you have any questions about what you are allowed to do. **TENANTS ARE NOT ALLOWED TO INSTALL LOCKS ON ANY INTERIOR OR EXTERIOR DOORS.**

When you have a repair to be made, call the office at 860-342-1668 X 110 and a work order will be issued. **Do not tell a maintenance person while**

**passing them on the street.** They are not authorized to make any repair calls without an approved work order. Routine service calls are completed on a scheduled basis and usually take between one and five working days. If you experience a delay in service, contact the office and be patient. Your call will be answered as soon as possible.

The maintenance staff makes repairs, renovates apartments, plows snow, mows the lawn, etc. Do not talk to them about matters other than maintenance.

No charge will be made for normal wear, but you will be charged for any damages inside your home or in the public areas which have been caused by your carelessness or neglect. Remember this is your home, treat it as such.

## **EMERGENCIES**

Emergencies are given top priority. Calls for sewer backups, lack of heat, toilets not working and flooding are answered immediately. During off business hours you must call the emergency phone number **(860 519-3251)** for help. If your bathroom light is out, refrigerator or stove not working, noise complaints, they are not considered emergencies and must wait until the next business day. If maintenance goes out and it is deemed that the nature of the call is not an emergency, you will be billed \$75.00 for the call. You can also leave a message on the answering machine during nonbusiness hours.

## **TELEPHONE/CABLE/TV/CABLE TELEVISION**

Cable and telephone hookups are available in all developments. You must make arrangements directly with the cable and telephone companies. You must have written permission from the office for any additional or relocation of the outlets. No wires are allowed on the outside of the buildings.

No outside antennas, satellite dishes and/or wiring are permitted on the buildings or from the windows.

## **FLOOR/WALL CARE**

Floor coverings are permitted but cannot be fastened to the floor with adhesives, paste or nails. Damage to the floor will be the responsibility of the tenants and will be subject to immediate court action. The use of double face tape is permitted. The use of contact paper, wallpaper or paneling is prohibited. When you move we cannot paint over it so it, must be removed.

The paper does not peel off easily and takes the nap off the wall surface, making the job more difficult and expensive.

## **WATERBEDS**

Waterbeds are not permitted due to the potential damage it may cause to the floors and ceiling.

## **PAINTING POLICY**

The Authority will paint apartments as funds and staffing permit. If any apartment is found to be painted by the tenant, the cost of restoring the walls to their original color will be charged to the resident. For your safety, all our apartments were inspected for lead base paint and we are pleased to inform you none was found. In addition, all known asbestos was removed.

## **PLUMBING**

Toilets and sinks are not to be used as general waste drains. Lack of proper care of the plumbing usually results in inconvenience and expense both to the family and to the Authority. All stoppage of toilets, tubs, and sinks, which are caused by carelessness or failure to exercise ordinary caution, will be corrected at the family's expense. A small trash container must be in each bathroom. A running toilet or leaking faucet can waste thousands of gallons of water and cost the Housing Authority hundreds to thousands of dollars. Please report these immediately.

Disposable diapers, sanitary napkins, coffee grounds and tea bags must be discarded in your garbage container. Rubber balls, pencils, small toys, pads, toothbrushes, food, grease, bottle caps, and paper articles cannot be flushed through toilet bowls and costly damage is often the result of such instances. Do not put dye or drain pipe cleaners in sinks, lavatory, tubs or toilet drains. You can't use the bathtub or kitchen sink to do your laundry, if you do not report clogs of any kind and your unit floods as a result of your negligence, you will be responsible for all damages incurred.

## **TRASH & GARBAGE DISPOSAL**

The Town ordinance requires that trash and garbage be placed in garbage cans with secure lids. This avoids the rodent, dog and cat problems experienced by tenants putting their trash outside the dumpsters. Garbage is picked up Monday and Friday. **KEEP THE DOORS SHUT ON THE DUMPSTERS AT ALL TIMES.**

Recycling is picked up every other Tuesday. Recycling bins are located near the dumpsters.

Any tenants throwing out large items such as sofas, mattresses, or chairs must contact the office for pick up. If you do not contact the office you will be charged for the removal of such items.

Because of bedbugs and roaches, we recommend that residents do not take sofas, mattresses, or chairs that are left outside by the dumpsters.

## **STORAGE**

With the exception of apartments 18 – 23, all Chatham Court apartments have storage available in the basements. To prevent damage to life and property no flammable materials may be kept in the storage spaces.

You may access your storage areas on Monday and Wednesday during the hours of 7:30 am – 8:30 am and 3:00 pm – 3:45 pm.

### **Signs and outside storage**

Tenants are not permitted to post signs of any nature on the PHA property, no outside storage of any kind is permitted; this includes boats, trailers, etc.

**Remember when you are finished using your gas grill to turn off the propane. Charcoal grills are not allowed on the property. Fire pits are not allowed on the property**

## **DAMAGE CHARGES**

There will be no charges for repairs, which are necessitated by ordinary wear and tear. Charges are made when residents or guests cause breakage or damage through their actions or neglect. Carelessness, deliberate or otherwise,

will mean an assessment to cover the cost of resulting damage in accordance with time and materials and will be billed to your account.

Any broken windows must be paid for by the tenant whose apartment the window is broken, unless the person responsible is reported to the police and the tenant makes a complaint.

A tenant owing an overdue back charge face legal action until the matter is corrected. In order to prevent any charges and to avoid increased management costs all families are urged to care for their apartment, including the equipment and appliances.

## **EXTERMINATION**

The Authority provides a free extermination service to its tenants on an as needed basis. Roaches, as well as other pests such as bedbugs, sometimes get into the best-kept homes. However, the best people do not permit them to stay. You will be happy to know we mostly treat for ants and very rarely for roaches or bedbugs. However, we have recently experienced a problem with roaches. **IT IS IMPORTANT THAT WE ARE INFORMED IMMEDIATELY IF YOU HAVE ROACHES OR BEDBUGS.** The sooner the problem is treated, the easier the treatment phase.

To further prevent roach infestations, make sure of the following:

- Remove all trash from your apartment daily.
- Wash all dirty dishes right away.
- Keep your stove and refrigerator clean.
- Do not leave food uncovered on counter tops or tables.
- Do not let old newspapers pile up.
- Sweep floors and vacuum rugs regularly.
- Report all plumbing leaks to the office.
- Be careful bringing furniture home. Know where you are getting it from.

If these pests are found after inspection by the Housing Authority and the tenant has not reported their presence, the cost of extermination may be charged to the tenant. Failure to cooperate may result in eviction.

Mice can be a problem everywhere. At the first sign of mice, put traps down and keep using them until you are sure they are gone for good.

**The placing of bread, crumbs, or crackers on the lawns and sidewalks as food for the birds is prohibited by the Town of Portland.** This food also attracts undesirable raccoons, skunks, and mice.

## **RANGE & REFRIGERATOR CARE**

Kitchen appliances must always be kept thoroughly cleaned. A greasy, dirty stove can cause a fire or attract unwanted pests for which you would be held responsible. Do not forget to clean and keep the stove fan, hood, and filter free from grease. If you need assistance moving your appliance, please call the office.

Keep the bottom and rear of the refrigerator free from dust. This saves energy and provides longer life to the appliance. Failure to do so can cause appliance breakdown for which you again can be held responsible. Also, keep the door gaskets clean. When sticky, it causes the gaskets to rip. All refrigerators are self-defrosting.

## **MOLD**

To minimize the occurrence and growth of mold in the leased premises, Tenant hereby agrees to the following:

1. Moisture accumulation. Tenant shall remove any visible moisture accumulation in or on the leased premises, including on walls, windows, floors, ceilings, and bathroom fixtures; mop up spills thoroughly dry affected area as soon as possible after occurrence; use exhaust fans in kitchen and bathroom when necessary; and keep climate and moisture in the leased premises at reasonable levels.
2. Notification of management. Tenant shall promptly notify management in writing of the presence of the following conditions:
  - (a) A water leak, excessive moisture, or standing water inside the leased premises;
  - (b) A water leak, excessive moisture, or standing water in any building or common room;
  - (c) Mold growth in or on the leased premises that persists after tenant has tried several times to remove it with household cleaning solution;

- (d) A malfunction in any part of the heating, air-conditioning, or ventilation system in the leased premises.

Liability. Tenant shall be liable to the Owner for damages sustained to the lease premises or to Tenant's person or property as a result of Tenant's failure to comply with the terms of this Rider.

## **PETS**

The Portland Housing Authority does permit pets in accordance with our pet policy. If you require a Reasonable Accommodation for a companion /assistive animal please contact the office for further instructions. To prevent injuries or disturbances this policy is strictly enforced. You must have written permission from the office **before** you bring a pet home.

**Your friend and family's pets are not allowed to visit.** Refusal to remove an animal from the premises is a direct violation of a tenant's lease and will be considered grounds for eviction.

## **KEY-LOCKOUT SERVICE**

Each family receives two (2) keys to their apartment. Additional keys can be provided at the expense of the tenant.

If you are locked out when the office is closed, you must call the emergency number. There is a \$75.00 charge for lockouts that occur after hours and on week nights and weekends. Do not try to enter your apartment by forcing open windows or doors by cutting screens; it is considered destruction of Portland Housing Authority property. Get an extra key for a relative or close friend to hold for you just in case. **Let us know immediately if your deadbolt locks do not work. This is for your safety. Extra keys are \$15.00 each.**

## **EXCESS UTILITY CHARGES**

Tenants are charged \$10.00 per person per month for the use of washing machines and portable dishwashers. Appliances found in the apartment and not reported by the tenant will be automatically charged for a year's use unless tenant can provide verification when appliance was purchased and installed.

## **ORNAMENTATION POLICY**

Outside holiday lights, decorations, bird feeders, of any kind are not permitted outside of your unit, at anytime during the year. Outside lights pose a fire hazard when not plugged in correctly.

## **AIR CONDITIONER POLICY**

Do not install air conditioners prior to May 1 and remove them by November 1 of every year so not to waste heat and costly fuel.

Regulations regarding air conditioners are as follows:

1. The air conditioner's overall size cannot exceed the inside measurements of the storm window. The storm window may not be removed.
2. Maintenance will correctly install tenant's air conditioners at no cost to resident.
3. Tenant will reimburse the PHA for any damage or other non-utility cost it incurs because of the tenant's improper air conditioner installation, operation and/or removal.

## **UTILITY ALLOWANCE**

Regardless if your heat and electricity are included in your rent or you pay directly, everyone pays for the energy used. It is to everyone's advantage to save energy. Now is the time to establish good energy saving habits and it can help in the future when you move out of the Authority and are solely responsible for your energy consumption.

The following are some suggestions on how you can assist in cutting the energy consumption:

- Turn off lights when not in use and avoid oversized bulbs.
- **DO NOT WASTE HEAT.** Do not remove storm windows from their frame and keep them shut during the heating season.
- Lower your manual radiator valves to allow more or less heat.
- Do not open windows or doors.
- Do not block radiators with furniture or clothes.
- Turn down your thermostat to a low setting if you are not at home for an extended period.
- Do not waste hot water. Report all dripping faucets, running toilets, or leaks.

Let us work on this, the more money saved is more money available to do needed improvements. Your cooperation is appreciated.

Tenants paying their own electricity are allowed a utility allowance each month. This allowance is reviewed annually and is based on the tenant's consumption and costs. To provide the office with the required data please contact Eversource and ask for a printout of the past 12-month's activity.

## **A WORD ON HOME ACCIDENTS AND SAFETY**

Thousands of home accidents occur every year. Most of these could have been prevented as many accidents are caused by carelessness or thoughtlessness. Think of all the ways in which accidents may occur and try to eliminate the cause. Notify the office immediately of any hazard so that it can be corrected.

The safety, health and well-being of all residents are the joint responsibility of both tenants and administration. Avoid trouble by reporting strangers or other suspicious activities immediately to the office or the police.

All tenants are supplied with one or more smoke detectors. If you have a problem with your unit call the office immediately. Any tenant disconnecting the unit is first given a warning and if found a second time is subject to eviction. Consider purchasing a fire extinguisher. Check the unit monthly to be sure, it is in the charged zone.

## **Defects hazardous to Life, Health, or Safety**

In the event that the dwelling unit is damaged to the extent that conditions are created which are hazardous to the life, health, or safety of the occupants as deemed by the Executive Director.

The Authority shall be responsible for repair of the unit within a reasonable period after receiving notice from tenant. If Tenant, household members, or guests caused the damage, due to negligence/not reporting the reasonable cost of repairs (e.g. labor, parts, materials, replacement, etc.) shall be charged to Tenant. If the PHA must contact the insurance company the resident will be responsible for the deductible of \$5,000. If in the event the PHA is paying for the damages incurred, the cost will be charged to the resident. A payment plan will be considered in some cases.

The Authority shall offer Tenant a replacement dwelling unit, if available, if necessary repairs cannot be made within a reasonable time. The Authority is not required to offer Tenant a replacement unit if the hazardous condition was caused by Tenant, household members, or guests.

If the Tent dwelling is deemed uninhabitable then the tenant will have 7 days to vacate all personal belongings so the Authority can make necessary repairs. If the tenant does not remove any property then the PHA has the right to remove and store any contents and stabilize the unit and make necessary repairs.

## **WASHERS & DRYERS**

With the exception of apartments 18 – 23, no apartments have washer and dryer hookups. **All dryers must be properly vented to the outside.** You are only allowed 100-volt dryers in apartments 1-17 and 26-51. It will cost you \$10.00 per person per month for a washer in your apartment.

We expect your cooperation in assisting us in keeping the laundry rooms clean and properly maintained. PHA will provide parts and installation to properly hook washer hoses to sink faucet. Tenant will reimburse the PHA for any damage or other non-utility cost it incurs because of the tenant's improper installation, operation and/or removal.

## **A GOOD NEIGHBOR POLICY**

Be considerate of your neighbors and do not play any musical instrument, radio, stereo, or TV in such a manner as to disturb others at any time.

The Portland Housing Authority has a **ZERO DRUG TOLERANCE POLICY**. This policy states that the Authority will evict any resident who is involved in any criminal activity if it threatens the health, safety, or right to peaceful enjoyment of the premises by other residents and/or PHA employees, Commissioners, and contractors. This includes all drug related activity occurring on or off PHA property. The resident is also responsible for the action of a guest who has “consent” to be on PHA property by a household member. If the presence of a PHA non-resident can be linked to a specific resident, the disruptive activities of said guest will be grounds for eviction of the entire host household.

## **CHILDREN**

Your children are your responsibility. While we welcome children, we do ask consideration of our tenants with children. Small children must be supervised by a parent or older member of the family at all times. Parents are held responsible for the action of their children and will be charged for any destructive act. Continual behavior of this nature can and will result in the termination of your lease. Keep a close eye on your children.

Only small infant swimming pools are permitted. They must be emptied daily to avoid the possibility of an infant falling into the pool. Pools cannot be any higher than 12” or they will be removed. Swimming pools must be drained each night.

## **TENANT PARKING**

You are not permitted by Town ordinance or the PHA to park abandoned cars or perform major repairs of any kind either on Town streets or in PHA parking lots.

The Authority accepts no liability for any cars left in the parking lots. Whenever it snows, all cars should be removed from the parking lots (see Snow Removal Policy in your Handbook for further instructions) when necessary to plow. If your car is left there, you risk being plowed in or towed. Tenants are not allowed to park their vehicles or motorcycles on PHA lawns. You must have a PHA parking permit to park on the property, if your vehicle is not parked in your assigned spot and is without a permit, you will be towed at your expense.

## **GUESTS**

You will occasionally have friends or relatives visiting you temporarily for a short period. If you wish to bring a relative or other person into your home permanently or for any period in excess of three nights, you must first request written permission from the office. The reason is that each apartment has been planned for a family of a certain size. Overcrowding is undesirable, particularly for families with children. Your guest must park in the visitors parking spots, they can not park in your assigned spot, they will be towed if they do so.

## **SECURITY/INSURANCE**

We live in a world where not everyone is as honest as we may want. Protect your property. When leaving your apartment make double sure your 1<sup>st</sup> floor windows and doors are locked.

We recommend all residents obtain renters insurance. Mark your valuables with some ID, take photos, and write down on paper the names and a brief description of the articles and their dollar value.

The Authority is not responsible for the loss or damage to any personal property. It is your responsibility to purchase insurance against fire, flood, theft, or other losses. The cost of insurance is relatively small and should be considered.

## **SMOKE DETECTORS**

**It is a violation of your lease if anyone disconnects a smoke detector for any reason. Report any problems immediately. If you family to keep all smoke detectors in your unit operating at all times, you will receive one and only one warning. If you fail to comply with this rule a second time, you will be fined and we will have grounds for eviction.**

## **BULLETIN BOARDS**

Bulletin boards are located in the office lobby, waiting room, and community rooms. Their purpose is for posting rules, regulations and policies as mandated by the Authority and HUD. Check the boards for any changes and notices of events.

## **COMMUNITY CENTER**

The Town tries its best to provide both educational and recreational programs for its tenants. Check your notices and bulletin boards for special events that are for your benefit. It is the policy of the PHA that in all public rooms such as the community rooms, smoking is prohibited anywhere on our properties. Please cooperate with this policy. If you wish to use our community room, you must call the office to reserve the room. You must read and agree to the terms of our agreement and sign a form. There is a charge and deposit to rent

the community rooms. Please call the office for assistance. You must be a resident in good standing to rent the community room.

## **HANDICAPPED TENANTS/APARTMENTS**

There are limited handicapped apartments. If you are in need of special accommodations, please contact the office.

## **DAMAGE CAUSED BY SMOKING**

Smoking is not permitted in any apartment or property, grounds owned by the PHA. If this policy is violated you will be charged a \$150.00 fine for each occurrence. Resident understands and agrees that any damage caused by or related to cigarette, pipe or cigar smoking, vaping or any tobacco product shall not constitute ordinary wear and tear. Owner will deduct from Resident's security deposit for all damages and/or cost for the cleaning and repairing of any damage caused by or related to any tobacco product, including, but not limited to: deodorizing the apartment, sealing and painting the walls and ceiling, and repairing or replacing the tiles, carpet and/or pads.

All tenants will be responsible for any additional costs associated with painting due to smoking. Typically, only one coat of paint is required for routine maintenance. If an additional coat of paint or sealer is required, the tenant will be charged for both labor and materials.

