

NEW LONDON HOUSING AUTHORITY

505 Division Street • New London, WI 54961

Phone: 920-982-8509 • Fax: 920-982-8613

Resolution – 50-11302016

RULES OF OCCUPANCY FOR FRANKLIN PARK APARTMENTS

1. The Resident, members of his/her household & visitors **shall comply with all laws & City of New London Ordinances** affecting the use or occupancy of the premises. **Please see the attached list of City Ordinances with the fines imposed.**

Please Note: Moves In-and-Out are preferred to take place during the week.

2. The Resident shall not conduct nor permit loud parties or noisy activities in the dwelling or in any manner create any disturbances which could cause annoyance or discomfort to other residents or to the community. Quiet time in the building particularly the lobby area is 10 p.m. to 8 a.m. Sunday – Thursday & 11 p.m. to 8 a.m. Friday & Saturday.

3. Laundry Hours: 2nd Floor Laundry is open 24 hours a day
4th & 5th Floor Laundry Hours are from 8:00 a.m. to 8:00 p.m. daily

4. **Must Not Block Windows - Fire Emergency Exits:** All contents/furniture must be level with or below window sill level. If minimal contents/items are above the window sill level on furniture in front of window they must be able to be easily removed by one sweep of your hand/arm. For example, if there is a desk/table, items must be no higher than window sill level. "HUD Exigent & Fire Safety Hazard."

5. **OVERNIGHT GUESTS MUST** be registered in the office prior to their stay. In case of fire or some other unexpected "event," we need to know who is in the building. There already is a rule that states no one can stay overnight more than **14 days per year (this can be one stay or accumulated nights)**. This is a **RULE** – failure to comply with this rule could ultimately result in losing your apartment (eviction). If you are going to have an OVERNIGHT GUEST, stop in the office, fill out a work order (there is a section for overnight guests) or call us at 982-8509. We only need the visitor's name & dates of stay - we can give you information & a parking pass if needed. If we are not in the office, leave a voice mail message. This is not only for health & safety issues, but also for your & your guest's protection. If you see a neighbor having overnight guests, please mention it to the office so we can check to see if the reporting requirement has been met.

6. As provided in the Lease Agreement, rent is due on the 1st day of each month. Rents not paid by the 5th day of each month are considered past due, & a late fee of \$5.00 will be charged on the 6th, increasing \$1.00 per day until paid in full.

7. The Resident shall display no signs, nor may articles of any description be hung from the windows or doors or placed on the exterior window sills, nor shall anything be thrown from the window or swept or thrown out the doors of the unit. No rugs or dust mops are to be shaken from the windows.

8. The Resident shall use only such picture hooks & other fasteners as approved by Management, & none shall be used without first obtaining permission. No "Stick-on" Tape shall be used. Consult with the Office & it will be arranged to have your articles hung for you. Also, residents who attach mirrors or other objects to the apartment doors are required to leave them upon move-out. Any damage to walls or doors will be assessed against the security deposit. Any light/ceiling fan installed & not removed by resident upon move-out, will become the property of the New London Housing Authority.

9. Residents shall notify the Office promptly of needed repairs to the premises. Custodian makes repairs only upon instruction (work order) from the Office, except for emergencies. No repairs/maintenance issues will be addressed without a completed work order submitted. As curtains/drapes require replacement the tenant will need to provide their own window coverings. New London Housing Authority will be responsible for installing new curtain rods at that time.

10. No antenna of any description shall be installed on the building or hung from the window. Cable TV can be obtained by contacting Charter Communications.

11. Resident shall place trash in plastic bags before placing in garbage cans. ALL trash, & recyclables must be put in appropriate garbage cans or recycling containers which are available by the elevator or to be taken directly to the appropriate dumpster. Recycling cans for laundry packaging are located in each laundry room

12. If acquiring a pet please see additional "Pet Policy" **Note: City of New London Ordinances for Animal Offenses – see attached.**

13. Management shall not be responsible for any articles or any personal property, including mail, left with an employee.

14. Household or other property must not be stored outside the dwelling, including halls & corridors. Inflammables, gasoline, solvents, etc. must not be kept in the dwelling unit.

15. As of April 1, 2012 Franklin Park is a smoke free building. Smoking is prohibited anywhere in or around the building including individual apartments, except the smoking vestibule or 25 feet from the building. You are responsible for ensuring that your guests/family members also comply with this rule.

a. 1st Violation: Tenant shall receive a verbal warning

b. 2nd Violation: Tenant shall receive a written warning

c. 3rd Violation: Tenant shall be considered in default under the terms of the residential lease agreement & therefore subject to eviction

Smoking is only allowed in the vestibule or 25 feet from the building. **Absolutely No Smoking will be allowed outside the back/front doors.** Using oxygen & smoking is prohibited ANYWHERE on the premises. No candle burning is permitted in the building (see Candle/Open Flame Policy)

16. Litter, including cigarette butts & is not allowed. There are many cigarette butt containers located around the property. This issue is in violation of City of New London Ordinance 9.19 – Littering Prohibited with a fine issued of \$155.50 – see attached list.

17. During snow season, as each snow event is different, please see the "Weather Center" bulletin boards by the elevator for directions. One written warning will be given & car towed at owner's expense thereafter. Please alert the office immediately if you sell or purchase a car. One car/spot per apartment will be allowed.

18. Exit doors at the North & South ends of first floor are to be used for **EMERGENCIES ONLY.**

19. Community/Sun Rooms are for the use of residents. If at any time you would like to reserve these rooms, you may do so in advance, so your name may be registered on the calendar of events. Please help keep the Community Room, Sunroom & Kitchen neat. Special rules governing the Community/Sun Rooms are available in the Office.

20. Residents' vehicles shall be parked only in their designated parking spot. Each vehicle needs to display the parking permit issued to them. Visitors are to park in the designated "Visitor" parking spots or on the street. For overnight guests, parking arrangements must be made with the Offices. Please see the City of New London Ordinances for on-street parking rules.

21. Residents are responsible for furnishing their own light bulbs, with the exception of fluorescent/ceiling mounted lighting in apartments. If a resident is unable to change the light bulb, a work order must be completed. **Refer to charge list for current pricing.**

22. Permission must be obtained from the Office for freezers, waterbeds, electric heaters & other high energy using equipment. Excessive utility charges apply.

23. You may not share your keys or key cards with anyone at any time; this is to ensure the safety of all residents. All replacement keys must be approved through the Office for record-keeping purposes. I acknowledge receipt of: 1 entry card, 2 door keys & 1 mailbox key, I agree if I lose any of these items I will have to pay to replace them. Refer to charge list for current pricing.

24. **Refusal to sign/renew your lease each year will result in termination of tenancy.**

25. Community Service will be required for continued occupancy except for all non-exempt adult individuals. As stated in PIH Notice 2003-17, tenants will be notified of exempt/non-exempt status at the beginning of tenancy & at yearly recertification thereafter.

26. Termination:

(a) **Termination by Tenant:** The tenant may terminate the lease at any time upon submitting a 30-day written notice. If the tenant vacates prior to the end of the thirty (30) calendar days, they will be responsible for rent through the end of the notice period or until the unit is re-rented, whichever occurs first.

(b) **Termination by the Housing Authority:**

Twelve (12) months after the New London Housing Authority has implemented the mandated Community Service Requirement, it will not renew the lease of any non-exempt resident that is not in compliance with the Community Service Requirement or approved Agreement to Cure. If they do not voluntarily leave the property, eviction proceeding will begin.

The New London Housing Authority will terminate the lease for serious or repeated violations of material lease terms. Such violations include, but are not limited to the following:

- A. Nonpayment of rent or other charges;
- B. A history of late rental payments;
- C. Failure to provide timely & accurate information regarding family composition, income circumstances, or other information related to eligibility or rent;
- D. Failure to allow inspection of the unit;
- E. Failure to maintain the unit in a safe & sanitary manner;
- F. Assignment or subletting of the unit;
- G. Use of the premises for purposes other than as a dwelling unit (other than for Housing Authority approved resident businesses);
- H. Destruction of property;
- I. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
- J. Any violent or drug-related criminal activity on-or-off the premises, not just on or near the premises. This includes any tenant, member of the tenant's household or guest, any such activity engaged in, or on, the premises by any other person under the tenant's control. This includes, but is not limited to, the manufacture of methamphetamine on the premises of the New London Housing Authority or on the premises of any other federally assisted housing;
- K. Non-compliance with Non-Citizen Rule's requirements;
- L. Permitting persons not on the lease to reside in the unit more than fourteen (14) calendar days each year without the prior approval of the Housing Authority;
- M. Any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or employees of the Authority by the resident, household members, or guests of the resident or threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises is grounds for termination of tenancy;
- N. Alcohol abuse that the New London Housing Authority determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;

- O. Failure to perform required community service or be exempted therefrom;
- P. The New London Housing Authority will take immediate action to evict any household that includes an individual who is subject to a lifetime registration requirement under a State Sex Offender registration program;
- Q. Determination that a household member is illegally using a drug or when the New London Housing Authority determines 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;
- R. Criminal activity as shown by a criminal record. In such cases the New London Housing Authority will notify the household of the proposed action to be based on the information & will provide the subject of the record & the tenant with a copy of the criminal record before the New London Housing Authority grievance hearing or court trial concerning their termination of tenancy or eviction. The tenant will be given an opportunity to dispute the accuracy & relevance of that record in the grievance hearing or court trial;
- S. Disconnecting a smoke detector in any manner, removing any batteries from a smoke detector or failing to notify the Housing Authority if the smoke detector is inoperable for any reason; and
- T. Other good cause.

Updated: November 30, 2016 Resolution #50-11302016
January 30, 2019 Resolution #91-01302019

Board of Commissioners-New London Housing Authority

**Please Note: These RULES OF OCCUPANCY for Franklin Park Apartments supersede any rules previously issued.