

# RULES AND REGULATIONS OF TENANCY

Approved by the Board of Commissioners May 24, 2018

1. Occupants will not be allowed to keep cats, dogs and/or other pets on the premises, unless specifically authorized by the Authority office in accordance with the Authority pet policy.
2. The tenant and members of his household and guests shall comply with all federal, state and local laws and Town ordinances affecting the use and occupancy of the premises and the safety, comfort and welfare of the occupants of the development.
3. Garbage. Rubbish and waste must be deposited in containers fitted with tight-fitting covers. Containers shall be stored only in the back of units or in designated areas. After collection, at the family sites only, containers must be moved to the back of units as soon as possible, but not later than 7:00 pm on the day of the pickup. Additionally, garbage must be in bags when deposited into rubbish containers. This includes food garbage, animal waste, and all other waste.
4. The tenant shall not waste nor unreasonably use water or electricity provided by the Authority, and may be charged for any such excess use.
5. Care of the Premises: You are required to keep the premises, both inside and outside, neat and clean. No personal items shall be stored outside. This includes but not limited to indoor furniture, garbage, or any other belongings that may promote rodents, roaches and other pest infestations.

Residents are responsible for the mowing and trimming off all grass areas including: front, side and rear lawns and the area between sidewalks and curbs. Shrubbery must be kept trimmed and in good appearance. Residents are responsible for the removal of snow and ice from sidewalks, driveways and other paved areas.

NOTE: Residents LIVING IN ELDERLY APARTMENTS ARE EXEMPT FROM MOWING AND SNOW REMOVAL RESPONSIBILITIES. Elderly LIVING IN FAMILY UNITS ARE **NOT** EXEMPT.

If these chores are not taken care of by the Tenants, then the Authority reserves the right to have the work done and to charge the tenant for any costs incurred. Permission for planting of any description, must be obtained from the Authority.

6. Tenant shall be responsible for the proper care of all windows, doors, screens, screen/storm doors, fixtures and all other items furnished by the Authority and will pay for repairs or replacement of said items in the event that repair or replacement is necessary. Tenant will be responsible for window, screen, glass and screen repair or replacement regardless of cause. The Authority will make all repairs and charge the resident accordingly.

**7. LOCKS ARE NOT TO BE CHANGED, DELETED OR ADDED WITHOUT THE EXPRESS WRITTEN PERMISSION OF THE AUTHORITY.**

8. Tenant shall at all times keep the dwelling and fixtures therein in a clean and sanitary condition and in proper working order.

9. No articles of any description shall be hung from windows, doors or outside face of the apartment. Any items placed on window sills must be decorative, of appropriate size and not permanently fixed by means of any nail, glue or other fastener or fastening agent.

10. No aerial or antenna wires of any description shall be installed on the building or hung from the windows. This includes cable and satellite dishes without express **prior** permission from the Authority.

11. The tenant shall be responsible for any loss or damage to any dwelling resulting from overflow from water closets, sinks, bathtubs or basins in his dwelling, unless the loss or damage was not due to intentional actions or negligence on the part of the tenant, his family or guests.

12. Any blockage of water closet or sewer line, due to the negligence of the tenant, his family or guest, tenant will be held liable and will be assessed accordingly for any and all damages and repairs.

13. The tenant shall take every due precaution to prevent fires and shall not store any flammable materials in his apartment. Any tenant who removes/ disconnects any smoke detector and/or battery shall be charged in accordance with the Tenant Charges per occurrence and be referred to the Fire Marshal for arrest and/or other applicable legal action.

14. The tenant shall make no alterations, redecoration or repairs to either the interior or exterior premises or the equipment or install any additional equipment without the written consent of the Authority.

15. **FENCES AND SIGNS** are not permitted and shall not be erected.

16. **SWIMMING AND WADING POOLS** are prohibited. If any type of pool is found on Housing Authority property, tenant will be charged \$250.00 per occurrence.

17. **SWINGS, SLIDES, MONKEY BARS** or any other **GYMNASTIC EQUIPMENT** are strictly prohibited, with the exception of toddler plastic slides and play houses.

18. No tacks, nails or other fasteners or cement shall be used in laying carpets, rugs or linoleum on the floors of the tenant's dwelling, and no nails, bolts or screws shall be placed in the walls, floor or trim in the premises except by the Authority. No shellac or varnish shall be applied floors. Pictures and other similar items shall be hung using proper and appropriately sized manufactured picture hanging mechanisms.

19. No wall to wall carpet is permitted, unless wall to wall carpeting is laid loose on the floor and not attached to the floor. Failure to obey will result in the tenant being responsible financially for the laying of new tile/hardwood floor, after wall to wall carpeting has been picked up, and/or any other resulting repairs.

20. **ANTS, ROACHES, BUGS AND OTHER VERMIN:** You must take every precaution to keep the dwelling free of such insects. However, at the first sign of these insects, you must notify the Authority office so that the Exterminator may be called in. Tenant shall allow access to the Exterminator during reasonable hours after having received proper notification. Tenant will be charged for failing to permit entry into his apartment for extermination or for failure to properly prepare apartment for extermination, unless the Authority has given consent to a postponement for good cause. Tenant will also be charged if found to be responsible for the extermination infestation problem of the unit.

21. The tenant shall report to the Authority office at once any accident or injury to water pipes, toilets, drains or fixtures or any other breakage or damage to property of the Authority.

22. All Elderly sites are not permitted to have a clothes washer and dryer or other major appliance such as a dishwasher installed in their unit. Moderate Rental residents must have written permission from the Authority office prior to installing a washer, dryer or other major appliances. All appliances are used at your risk and cost. WHA may stop their use at any time. **Air conditioners, clothes dryers and/or heaters, either gas or electric are prohibited, unless specifically approved by the Executive Director.**

23. NO ONE is allowed on any roof of any Authority property.

24. Upon written permission from the Authority, tenant may purchase umbrella clothesline. Clotheslines will be installed by the Authority and thereafter maintained by tenant. ELDERLY HOUSING RESIDENTS ARE EXEMPT. Elderly LIVING IN FAMILY HOUSING ARE NOT EXEMPT.

25. **CRIMINAL ACTIVITY, DRUGS, DISRUPTIVE CONDUCT:** A tenant, member of tenant household or guest or other person under the tenant's control shall not engage in criminal activity, including drug-related criminal activity, near or off public housing premises, while tenant is a tenant in public housing, and such criminal activity shall be cause for termination of tenancy. The term "drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance, and as defined in applicable Federal, State and Local statute. Also disruptive conduct that impairs the rights of other residents to the peaceful enjoyment of their homes shall be cause for lease termination.

26. Only automobiles and/or other vehicle owned by the tenant that are

properly registered in the State of Connecticut, insured, inspected, operable and has Authority sticker

may be brought on the premises and parked on Authority property. In no event shall any such vehicles be parked other than on the paved parking areas. Vehicles shall not be parked or stored in any other place. This privilege may be revoked at any time by the Authority. Upon such

revocation, the tenant forthwith shall remove the vehicle from the premises, and upon his failure to do so the Authority, in addition to its other remedies shall have the right to remove and dispose of such vehicle and the tenant shall be liable to the Authority for all costs connected herewith. The Authority reserves the right hereunder to remove vehicles which the Authority at its reasonable discretion, deems to have been abandoned by their owner/owners, without the need of any prior revocation of parking privileges. Boats, snowmobiles, jet skis and all-terrain vehicles are prohibited on Housing Authority property. No repairs to vehicles are permitted on Housing Authority property.

27. Inspections of all dwelling units may be made at various intervals by representative of the Authority and/or the Department of Economic and Community Development following reasonable notice from the Authority.

28. Guests shall not be permitted to remain an unreasonable length of time (no more than 2 days) without **prior** consent from the Executive Director.

29. Tenant shall not store children's toys, such as bikes, wagons, etc., in the yard. They should be stored in the apartment.

30. Any tenant who fails to meet the designated deadline for submission of an annual or interim income statement pursuant to State regulation, shall risk eviction for non-compliance and be subject to a rent increase to 110% of FMR.

31. Any tenant whose check is returned for insufficient funds will be assessed a \$35.00 bounced check charge.

32. Guns, BB guns, bows and arrows and paintball guns are not permitted on Housing Authority property.

33. Basements are to be used for storage of personal items of the respective tenant, not as a living space. The housing authority is not responsible for any damages to items that are stored in the basement. Items are stored at tenants own risk and they will be held accountable for any damages to the items.

34. Any tenant, member of his household or guest who is responsible for placing graffiti in the development or otherwise willfully defaces, destroys, illegally dumps on, or litters Authority property shall be charged accordingly for costs incurred and will be prosecuted to the full extent of the law as well as be processed for eviction.

35. Any and all charges/assessments assessed by the Authority, pursuant to the lease and regulations, shall be designated as additional rent which the Wallingford Housing Authority shall be entitled to collect with all remedies of non-payment of rent. All

charges and/or assessments will become due and collectible THIRTY (30) days after the date of the tenant notification of such charges/assessments. Failure to pay for charges/assessments on the date due is a serious violation of the Lease and rules and regulations and constitutes grounds for termination of the Lease.

36. Tenant shall be responsible for paying fees and costs incurred by the Authority in enforcing its rights relative to the tenant's possession of the apartment, including without limitation Attorney fees outlined in the tenant charge and legal fee schedule.

37. Wallingford Housing Authority (WHA) does not provide patios, back yards or decks for tenant use. The grounds behind the buildings are common property owned by WHA but not assigned to individual premises for use as recreation, cookouts, and/ or lawns. The area behind the back of the buildings is not maintained for any of the above purposes and to use the area for personal use is done so at your own risk; WHA does not accept responsibility for any trips or falls due to the terrain of the grounds as the area is not landscaped for personal use. Does not apply to Ulbrich Heights.

38. Driving motorized vehicles on WHA sidewalks are prohibited unless it is a medical device.

39. Mopeds are prohibited on WHA property. A moped is defined in the state of CT as any motorized bike with a 49cc engine or smaller. If a moped is found on WHA property a letter will be hand delivered giving the resident 3 days to remove the moped from the property. If the moped is not removed by the date given the WHA will remove the moped. CT state law under title 14, sec 14-286 prohibits driving mopeds on sidewalks.

I certify that I have read, understand and have received a copy of the above.

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TENANT SIGNATURE

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DATE

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TENANT SIGNATURE

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DATE

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WHA REPRESENTATIVE

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DATE