



Missoula  
Housing  
AUTHORITY

# TENANT HANDBOOK



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**HOURS OF OPERATION**  
Monday – Thursday: 8:00AM-5:00PM  
Friday: By Appointment Only  
Closed Holidays and Weekends

*For Residents in Affordable Housing Properties*



EQUAL HOUSING  
OPPORTUNITY

# Welcome!

The Missoula Housing Authority (MHA) welcomes you to your new apartment. You are encouraged to introduce yourself to your new neighbors and explore the neighborhood.

Please read your lease agreement and all lease attachments. Take note of your responsibilities as a tenant. The information contained in this tenant handbook is designed to supplement your lease/rental agreement. Read this handbook carefully and keep it handy for easy reference. It contains important information about your apartment and answers to many common questions and concerns.

If you have additional questions, MHA is always happy to answer them and discuss your rental agreement further.

## **VISION STATEMENT**

*The Missoula Housing Authority envisions a thriving community in which all people enjoy an enriched quality of life rooted in stable, affordable housing.*

## **MISSION STATEMENT**

*Through creative partnerships and innovative development, the Missoula Housing Authority provides quality housing solutions for low and middle income households in Missoula and the surrounding area.*

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## IMPORTANT PHONE NUMBERS

Emergency.....	Dial 911
MHA Main Office.....	406-549-4113
MHA 24 Hour Emergency Maintenance Line.....	406-207-5238
Northwestern Energy.....	888-467-2669
Non-Emergency Police.....	406-552-6300
First Call for Help (information and referral service).....	406-549-5555 or Dial 211
Montana Fair Housing.....	406-782-2573 or 800-929-2611
Suicide Hotline/Veterans Crisis Line.....	800-273-8255 or text 838255

## ABOUT YOUR APARTMENT

### PROPERTY MANAGER

Your Property Manager is responsible for the overall operation of your development, including the day-to-day management of the apartment's buildings, and grounds. This person is responsible for day-to-day management duties. You probably met your Property Manager when you signed your lease and picked up your keys. In the months and years ahead, they almost always will serve as your contact for apartment rentals, inspections, interviewing, complaint resolution and rent/fee collection.

### MAINTENANCE TECHNICIAN

Your Property Maintenance Technician works closely with the Property Manager. The Property Maintenance Technician has specific responsibility for the physical welfare of your development. Your Property Maintenance Technician see to it that apartments, grounds, and buildings are kept in good repair and that your development's public spaces are kept clean, functioning, and attractive. Maintenance Technicians keep the development clean by cleaning the common areas, taking care of the lawns, shrubs, and trees, and are trained to make basic repairs in your apartment. From time to time, you will encounter other professionals — painters, plumbers, elevator mechanics, carpenter – as well as private contractors. It takes a lot of work to keep your development running properly, and we are proud of our maintenance and management staff. They, in turn, are proud to serve you.

### YOUR FIRST LOOK—THE MOVE-IN INSPECTION

As a new resident, you are entitled to a pre-occupancy inspection of your new apartment, in order to identify any damages. Inspect your apartment as soon as you get the keys. Your apartment should be in good condition, but if you see anything that is missing or in need of repair, please notify the Property Manager immediately. If you fail to report problems within a reasonable amount of time, you may be held responsible and face possible costs for the work required.

## **LOCKED OUT?**

If you are locked out of your apartment when the leasing office is open, **A LEASEHOLDER, with proper identification**, may check out a key at no charge. Keys not returned by end of the business day will be charged to the tenant.

If you are locked out when the leasing office is closed, you will need to contact a locksmith at your expense. Special accommodation may be made for residents who are locked out after hours with a Reasonable Accommodation for disability.

## **BUILDING ENTRANCES**

Many MHA building entrances are equipped with security features such as locked doors, intercoms, and/or surveillance camera systems. As a resident, we ask that you assist with ensuring the security features are used properly, or that malfunctioning doors are reported promptly. Do not prop doors open. Help us keep you and your neighbors safe: make sure that doors are closed properly and only YOUR authorized visitors are admitted into the building. If someone is waiting to get into the building as you are entering or exiting, do not allow people who are unknown to you into the building. If it is discovered that you have allowed someone into the building that is not YOUR guest, you could be held accountable for their actions once they are inside the building, and you may be issued a lease violation. As with the lobby doors, please advise the Property Manager if the intercom is malfunctioning.

## **KEY FOB DOOR SYSTEMS**

MHA has some lobby entries with magnetic door locks. These locks do not require metal keys; you and other adult household members are provided with a key fob. To release the magnetic lock, the key fob is placed in front of the black panel located next to the door.

If your family composition changes and a new member has been approved to be added to the Lease, you may request an additional/new key fob. Should any household member lose a key fob, you must inform the Property Manager immediately. You will be charged for the lost or stolen key fob and then issued a replacement. The lost or stolen key fob will be deactivated, rendering it useless for entry into the building.

## **INTERCOMS**

Some of MHA's buildings are equipped with entryway intercoms. Intercoms are a two-way communication system from the front entry of a building into individual apartments. Intercoms buzz directly into your unit and allow you to provide entry to YOUR authorized guests. Guests will not be issued key fobs.

## **SELF-CLOSING FIRE DOORS**

Some doors that open into a hallway, apartment, stairway, or other common passageway (whether enclosed or open) must be self-closing; that is, when opened and released, the door must swing shut and completely close and latch by itself. Self-closing fire doors help to prevent the spread of fire. Residents are prohibited from removing or disabling any self-closing door or permitting such a door to be held open by

any device. There are no exceptions to this requirement. These doors will be inspected periodically to ensure that the door closes properly.

### **SMOKE DETECTORS & CARBON MONOXIDE DETECTORS**

Montana state law requires that each apartment be equipped with a working smoke detector. Residents are responsible for changing detector batteries. Reasonable accommodations for labor may be made for residents who are unable to replace their own batteries, however residents will be charged for the batteries. If the detector is not working after battery change, you should contact your Property Manager immediately.

Carbon monoxide (CO) is a colorless, odorless, tasteless, and toxic gas that results from the incomplete combustion of fossil fuels such as gasoline, natural gas, and oil. Dangerous amounts of CO can accumulate when fuel is not burned properly or when rooms are poorly ventilated, and the CO is unable to escape. If your CO detector goes off, stay calm. Once you determine that it is not your smoke alarm, you should silence the detector by pushing the reset/silence button, open windows, check on the rest of your household members (including pets), and call **911**. NEVER USE YOUR STOVE FOR HEATING AS THIS CAN INCREASE THE RISK OF CO POISONING.

### **INSTALLATION OF TELEPHONES, CABLE, AND INTERNET**

Residents are responsible to make telephone, cable, and internet provider arrangements directly with the provider of their choice. Some properties may have limitations on satellite dish provided services. Please check with your property manager.

### **ANTENNAS AND SATELLITE DISHES**

MHA residents are prohibited from installing any television or other antenna attached to the outside of their apartment without prior written consent from the Property Manager. This includes any type of satellite dish antenna that might be attached to window frames, window guards, or the brickwork on the exterior of the building. Roof antennas are not permitted; however, a master TV antenna may be available at your apartment complex. Contact your Property Manager for details.

### **EXTERMINATOR SERVICE**

If you experience any problem with bed bugs, mice, or other pests or rodents you must call your Property Manager. If you need treatment for bed bugs, you will need to assist in treating the problem by following the infestation protocol that you will receive when you make a report of an infestation. You should never use any fogger-type aerosol bug sprays in the apartment. Please ensure you are keeping your unit clean. (For more information on bed bugs, see page 13)

### **WASHING MACHINES AND DRYERS**

Washers and dryers are provided either in the unit or in a common laundry room at some MHA properties. Residents should take care to use these machines in a reasonable and safe manner. Residents should



use low suds/High Efficiency (HE) detergents, both for the efficient operation of the machines and to avoid soap backups into either your or your neighbor's apartment, or onto the common laundry room floor. For common area laundry facilities, please clean out all washers and dryers after use. Make sure all your laundry has been removed promptly. Do not use the washers for any pet beds or blankets with pet hair on them. MHA is not responsible for lost or stolen items, or items left in the common laundry areas.

## **PLUMBING**

Plumbing is not designed to handle garbage, food, coffee grounds, grease, feminine napkins or tampons, large amounts of toilet paper, paper towels, or other objects. You will be charged for a service call if these items are clogging your drains. Please use a household plunger to attempt to dislodge any clogs before calling maintenance. DO NOT use Drano, Liquid Plumber, or other over the counter clog-removing substances. If you are having problems with a slow running or plugged drain, call your Property Manager (AFTER YOU HAVE TRIED TO PLUNGE) to enter a work order. There is no charge unless the stoppage was caused by your negligence.

## **PARKING FACILITIES**

Most Missoula Housing Authority developments have parking facilities on the property. To determine whether vehicles are authorized to park on the property some properties require tenants to display a parking permit in their vehicle. This permit will be issued during your leasing appointment. The duplication or misuse of parking permits may lead to the revocation of the parking permit and/or termination of tenancy proceedings. Illegally parked or unauthorized vehicles on MHA properties can be tagged or towed at the owners' expense. MHA's parking facilities are either reserved (the lot and space number are assigned to each renter) or non-reserved, where parking is available on a first-come, first-served basis. MHA is responsible for the maintenance of the parking facilities. For information on parking availability, fees, and the application process, you can contact your Property Manager. MHA is not responsible for any automobile parked on MHA property.

## **RENTERS INSURANCE**

MHA insurance may not cover the loss of your personal property due to fire, theft, broken water pipes, etc. Please consider purchasing renters' insurance, which is designed to cover any losses of your personal property. Yearly premiums are based on the value of the property you are insuring and range from \$50 per year on up. Deductibles begin at \$250.00. Call a variety of insurance agents to get the policy that meets your needs for the best price.

# MAINTENANCE

## ROUTINE MAINTENANCE NEEDS

All requests for routine maintenance should be made to your Property Manager during office hours by phone, email, or in person. When calling in a work order, state your full name, address including unit number, phone number, and the specific location and nature of the problem. Unless you specify otherwise, MHA will assume it has permission to enter the unit to perform the necessary service. If you do not want to authorize MHA to enter, you should state in the message to MHA that you do not want MHA to enter without your presence. In the event you do not allow Maintenance Technicians to enter your apartment while you are not home, then you will need to schedule directly with the Property Manager. If you make an appointment with a Maintenance Technician and are not present, you will be charged \$25 to account for the Technician's time. In addition, you will be required to call to make a new service appointment.

**Maintenance personnel are not allowed to take work order requests.**

MHA retains the right to enter any apartment to perform any essential work or to investigate any violation of rules. Unless there is an emergency such as a fire, gas, or water leak, we normally will enter your apartment only with your permission or when you call in a work order. In other words, you have MHA's assurance that it will not abuse its right of entry. However, failure to provide staff with access can result in administrative action to terminate tenancy for breach of rules and regulations. Check your lease for a complete list of these rules and regulations. MHA also requires residents to provide access for inspections and may drill your locks or start an adverse tenancy action if you fail to provide access for required apartment inspections.

## EMERGENCY MAINTENANCE NEEDS

In the case of an emergency after business hours, you must call the emergency maintenance phone at:

**406-207-5238**

If you do not reach the technician immediately, please leave a message if necessary, as the technician may be on another call. MHA requires that you list your full name, address including unit number, working phone number, and the specific location and nature of the problem. The technician will prioritize all calls and respond accordingly.

You may not utilize the emergency phone for non-emergency work order requests. In the event it is reported that you have abused the emergency phone, you will be issued a lease violation, and may be charged for labor. For instance, problems installing cable would NOT be considered an emergency. Examples of emergencies are broken or frozen water pipes, fire, no heat, no hot water, broken windows or door locks, or a flooding unit.

**If your maintenance emergency is life threatening, your health/safety is at risk, or your personal property is being vandalized, please call 911 for emergency services. MHA Maintenance & Management may not be able to immediately assist you in these emergency situations.**

**If you smell a gas leak, please leave the area immediately then call 911 AND Northwestern Energy's emergency line at 1-888-467-2669 from a safe location.**

## **FIRE PROCEDURES**

### **IN CASE OF FIRE IN YOUR UNIT**

- **EXITS MUST REMAIN CLEAR AT ALL TIMES!** Exits must not be blocked for ANY reason. All doors and windows in common areas and in your apartment must remain accessible and functional AT ALL TIMES.
- In the event of a fire vacate the premises immediately and call 911 from a safe location. If you can self-rescue, please do so. Disabled or elderly persons will need to seek areas of refuge as designated by the Fire Department and marked with appropriate signs.
- Do not use the elevator, as they may shut down during a fire; use the nearest stairwell to leave the building.
- Make sure everyone leaves your home with you.
- Do not go back into the building for any reason until the fire marshal gives permission.

### **FIRE EXTINGUISHERS**

If your unit has a fire extinguisher, familiarize yourself with its use. For most properties, the extinguishers are in the hallways. There is no charge to the resident if the extinguisher is used in an emergency, however you will be charged the cost of recharging the extinguisher if it is used for any reason other than an emergency. If you use a fire extinguisher please let your property manager know, so that it can be inspected to ensure it is functional. MHA will perform fire safety drills in accordance with Montana Fire Code.

### **FIRE SPRINKLER SYSTEMS**

If your unit has a fire sprinkler system, do not block, or hang anything from the sprinklers. If you notice dust or paint on your sprinkler, please notify MHA.

## POTENTIAL HAZARDS

### HOUSEHOLD FIRE HAZARDS

Cooking and smoking cause most residential fires. So, in addition to keeping your stovetop clean, remember to keep flammable materials, such as potholders, towels, newspapers, and plastic bags, away from the stove. Do not leave the stove unattended when you are cooking. Never use water to put out grease fire; instead, cover the pot or pan with a lid to smother the fire. Never put metal objects into the microwave, as this may create a dangerous condition.

Always keep matches and lighters out of the reach of children. To avoid electrical fires in your apartment, replace all frayed, cracked, or broken electrical cords with new ones, and do not plug more than one appliance into a single electrical outlet. Report all broken/damaged electrical outlets/receptacles to your property manager.

**Smoking is NOT permitted on any MHA property at any time!  
You or your guests need to be off the property in order to  
smoke.**

**“Smoking means inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, pipe or any other lighted, heated or activated tobacco, nicotine or plant product intended for inhalation, including hookah and marijuana whether natural or synthetic. “Smoking” DOES include the use of an electronic smoking device. “Electronic smoking device” means any device that can be used to deliver aerosolized or vaporized nicotine OR ANY OTHER SUBSTANCE to the person inhaling from the device, including, but not limited to: e-cigarettes, e-cigar, e-pipe, vape pen or e-hookah. Smoking does NOT include the use of plants for ceremonial purposes.**

**And remember... You may not store gasoline, propane, charcoal briquettes or any flammable materials inside your home or storage areas.**

## **MOLD**

Mold is a fungus that grows on, and sometimes in, damp surfaces and objects. In nature, mold helps break down dead material and can be found growing on soil, foods, plant matter, and other items. Mold produces microscopic cells called “spores,” which are very tiny and spread easily through the air. Live spores act like seeds, forming new mold growth (colonies) when they find the right conditions. Mold is most likely to grow where there is water or dampness, such as in bathrooms. Mold usually appears in its early stages as black circles or blotches. Most types of mold that are routinely encountered are not hazardous to healthy individuals. However, too much exposure to mold may cause existing conditions such as asthma, hay fever, or other allergies to get worse. Mold and Mildew are problems that are especially prevalent in high moisture areas. Missoula averages 14 inches of rain and is a dry climate. That said, mold and mildew spores are present in the environment and cannot be eliminated. Excess moisture is the leading cause of mold or mildew growth indoors.

Most sources of moisture that can lead to mold can be controlled by simple procedures under your control. To reduce the incidence of mold and mildew, protect your own health and the condition of your unit, Resident agrees to do the following:

1. **Keep the humidity low and the temperature down. Run your exhaust vent hood fan when cooking.**
2. **Provide adequate ventilation and use fans. Make sure your kitchen and bathroom fan is cleaned of any accumulated dust from the vent cover in order to improve circulation. Run the bathroom fan for 10-15 minutes after a shower or bath to remove excess moisture from the air.**
3. **Clean your apartment regularly and thoroughly. Monitor for leaks and moisture accumulation around windows.**
4. **Notify management immediately of excess moisture problems.**

Resident understands and agrees that failure to do any of the enumerated actions in this section that results in significant mold growth or the failure to report significant mold growth shall constitute a material violation of the Rental Agreement. Resident will be financially responsible for all damage resulting from failure to comply with these provisions.

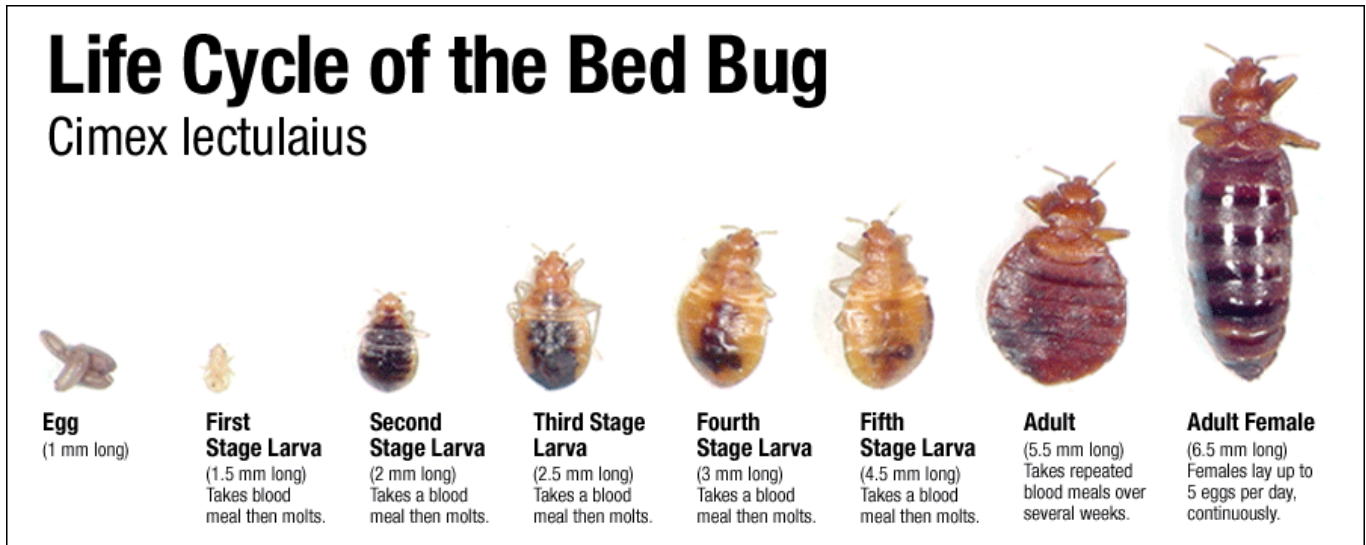
## **WHAT YOU SHOULD KNOW ABOUT BED BUGS**

**Under terms of the Missoula Housing Authority’s lease agreement, residents are required to “report any problem with infestation” Residents are the first line of defense against pests. Further, any willful failure on the part of a resident to report a bedbug or other pest infestation may result in adverse action taken against the resident, *up to and including termination of the rental agreement.***

## **HOW TO IDENTIFY A BED BUG INFESTATION IN YOUR HOME**

- Small pinprick sized dark red/brown/black specks (drops of blood) on your sheets or mattresses. (check the seams around all sides of your mattress, turn mattress over to inspect)

- Are you getting bites? Bites from bed bugs are usually on the arms or shoulders. They may be red and itchy. Bed bug bites do NOT transmit disease.
- Have you seen any bug on or near any sleeping area (see picture below) Bugs at different life cycles have a different appearance. THESE PICTURES ARE ENLARGED! ACTUAL BUGS WILL BE APPROXIMATELY THE SIZE OF A SESAME SEED.



### WHAT TO DO IF YOU SUSPECT, OR HAVE KNOWLEDGE OF, AN INFESTATION

1. Notify your Property Manager immediately. They will provide you with detailed instructions as well as schedule an inspection/treatment. **DO NOT ATTEMPT TO TREAT FOR BEDBUGS YOURSELF!**
2. Remove all sheets, blankets, mattress covers, box spring skirts, dust covers and pillowcases from beds and place in sealed bag.
3. Wash all items in hot water, and dry on high heat until completely dry at a commercial laundromat.
4. Place washed items in a clean new sealed bag
5. Thoroughly vacuum the areas around sleeping areas and remove all clutter.
6. Wait for further instructions from a pest control professional or MHA.

### HOW TO PREVENT INFESTIONS

- Keep your home clean and clutter free
- Limit the amount of items you store in cardboard boxes. Use plastic totes.
- Conduct regular inspections of your unit.
- Never pick up discarded furniture from the street, alley or near a dumpster.
- When purchasing a secondhand mattress or furniture item, perform an inspection for signs of bugs (including dark pin sized stains).
- If you see signs of infestation, do not purchase or accept the item.

- When staying at a hotel or friend's house perform an inspection of your sleeping area. Keep clothing confined to your suitcase and away from the bed.
- Be responsible for your guests; monitor what they are bringing into your home. Ask them if they have had problems with pests if concern arises. If THEY bring in bugs, it is YOUR problem!

## SAFETY

This section covers some areas that may pose special dangers. Tenants, their household members, and guests should exercise extra care in these areas; this list is not meant to cover all possible dangers that may be present:

### WINDOWS:

- Screens must remain in place at all times!
- Window screens are only meant to keep bugs out, they are not intended to support a person's weight or prevent someone or something from falling from an open window.
- Keep furniture and other objects that are above the level of the windowsill away from the window so they do not prevent exit in the event of a fire.
- Throwing objects out windows can cause injury or death to persons below.

### USE OF APPLIANCES:

- Stoves and ovens can cause burns if not properly used and attended. Please do not store any flammable materials in or on the stove and oven.
- Do not use foil under burner elements or in ovens.
- Hot water heaters have a maximum limit in a rental unit that they cannot be set above. DO NOT attempt to reset your hot water heater. Do not store anything in the immediate vicinity of the hot water heater, as it could pose a fire hazard.
- If you buy an air conditioner for your unit, it must be a standing floor unit, and tenant must monitor the unit for leaks.
- Never use kerosene space heaters.

### PARKING LOTS & DRIVEWAYS:

- Exercise extra care when riding bicycles/skateboards/roller skates/roller blades on sidewalks; yield to pedestrians.
- Drive slowly in parking lots and be aware of your surroundings; watch for children playing and people walking.
- Keep children from playing around vehicles in the parking lot.

### DUMPSTERS OR TRASH/RECYCLING AREAS:

- Do not overload your trash; heavy bags may break and cause a hazard or damage.
- If you have something in your trash bag that may leak, please double bag it before taking it to the dumpster. Clean up any leaks that do occur.
- Do not leave trash outside any doorway; take it straight to the dumpster.
- Use care around dumpsters; trash in or around the dumpster may contain dangerous items such as broken glass, chemicals, or sharp objects. Do not leave trash outside the dumpster or trash that does not fit inside the dumpster, as it can cause injury or harm.

- Recycling areas are there for tenant convenience and to help recycle. If recycling is not used properly and kept neat and clean, the recycling may be discontinued.

#### **WATER:**

- Clean up any spills immediately to avoid damage to surfaces and to help avoid accidents to yourself and others.
- Use a bathmat outside your tub or shower area to help avoid accidents after bathing.
- Any place where water pools more than 1 inch deep poses the risk of drowning. Avoid activities that can cause ponding and alert MHA if you see water ponding.

#### **SNOW AND ICE:**

- Spreading the ice melt MHA provides in the winter can help melt ice and snow. However, spreading too much or spreading in thick amounts can cause damage to the concrete.
- Wear snow boots/Yak Track type footwear or sensible shoes during winter.

#### **BALCONIES, DECKS, SECOND STORY WALKWAYS:**

- Never climb on or over railings.
- Throwing objects off balconies decks or walkways can cause injury or death to persons below.
- Keep all stairways and walkways clear of debris or obstruction.
- Report all loose or damaged railings to property manager immediately.
- Only outdoor furniture, play equipment, and potted flowers/plants that do not interfere with access to your unit or any walkway to your unit may be stored on patios.

#### **PLAY AREAS:**

- Small children should be supervised at all times. Older children should be monitored regularly.
- Play area hours are from dawn to dusk. Please be aware of noise levels in the early and later hours.
- No glass is allowed in play areas.
- Improper use of play equipment can cause injury or death.
- Report any broken or damaged play equipment to management immediately.

Many areas of this property may pose dangers to unattended children who may not be aware of the risks. The landlord and its agents are not responsible for watching and supervising children's activities. PARENTS AND THOSE PERSONS HAVING CARE, CUSTODY OR CONTROL OF CHILDREN ARE RESPONSIBLE FOR THE SUPERVISION, SAFETY AND WELL-BEING OF THOSE CHILDREN.

## **INSPECTIONS**

MHA will inspect your unit periodically throughout the year. MHA inspects homes to check on the condition of the unit sometimes with third party contractors hired by MHA. A twenty-four (24) hour notice listing the date and time scheduled will be mailed or hand delivered to residence prior to inspections.

If you are not home when the inspector arrives, a pass key will be used to enter the home and a business card will be left. All third parties will be accompanied by MHA staff.



### **HOW TO PREPARE FOR AN INSPECTION:**

- Please clean your apartment, and be dressed appropriately, wearing proper attire.
- All animals must be contained at the time of inspection or have other arrangements made prior to inspection.
- Be sure there is access to all rooms throughout your home. All doors should be able to open and close, rooms need to be accessible and floors should be cleared. Be sure windows are accessible and are not blocked for exit. Fire codes require that no items may be higher than the window ledge, to allow for fire exit.
- Upon notice of inspection, you are required to report all maintenance needs to your property manager before the inspection. If unreported needed repairs are discovered during the inspection you will be charged, and you may be issued a lease violation.
- Most inspections CANNOT be rescheduled unless this option was made expressly available in the inspection letter.

## **RENT COLLECTION POLICY**

**The property you live in is owned and/or managed by the Missoula Housing Authority. To remain in your home, you must pay rent in advance of the coming month.**

### **WHEN IS RENT DUE?**

Rent is due on the first day of the month.

### **RENT PAYMENT OPTIONS**

Rent may be paid by check or money order made payable to “MHA” or “Missoula Housing Authority.” MHA DOES NOT ACCEPT CASH EVER. Your address including apartment number and head of household name must be clearly printed on the payment to ensure your rent is receipted correctly. Your Property Manager can provide you a written receipt or print out of your ledger upon request.

### **WHERE DO I PAY RENT?**

Payments can be delivered or mailed to the Main Office at 1235 34<sup>th</sup> St, Missoula, MT 59801. There is a drop box to the right of the MHA office door for depositing checks or money orders when the office is closed. There may also be document drop boxes on your property. Ask your property manager for more information. You may deliver your payments directly to your property manager for properties with on-site offices/managers (The Palace, River Ridge Apartments, Silvertip, Wildflower, Parkside).

### **LATE PAYMENTS**

A late fee may be added if rent is paid after 5:00 pm on the fifth (5<sup>th</sup>) day of the month. Payments received by mail must be received by the fifth (5<sup>th</sup>) day of the month. All drop boxes are cleared as of 5:00 pm on the 5<sup>th</sup>, and any rent received after this time will be considered late.

For late payments after the fifth (5<sup>th</sup>) of the month, a Notice of Termination of Tenancy may be issued that will take effect if the rent and late charges are not paid during the notice period. MHA may choose not to accept rent payments after the notice period and refer Tenant for eviction.

### **RETURNED CHECKS**

Any returned or NSF check will be charged an administrative fee of \$25.00. In addition, a late fee will be charged to your account. If any check from Tenant has been dishonored for any reason, MHA requires Tenant to make ALL future rent payments with certified checks or money orders for one year.

### **EVICITION**

If you do not pay your rent in full by the 5<sup>th</sup> of the month, you may receive a notice terminating your tenancy and requiring you to vacate the apartment. Court eviction proceedings will begin unless the full rent, and any other charges allowed under state law, is paid in full by the expiration of the time stated in the notice. Agreements to extend the payment date are made at the discretion of MHA staff. An Agreement to extend the payment date is not valid unless the Agreement is in writing and signed by the Tenant and the Manager. If you do not meet the extension by the agreed date (and do not vacate your home) eviction proceedings will begin immediately.

### **ERRORS**

If you receive a past due notice and feel there is an error, please provide the Manager a written explanation of the error & documentation such as bank statements or carbon copies/stubs of your money order. All charges listed on the notice will remain due as listed unless MHA issues an amended notice in writing.

### **APPLICATION OF PAYMENTS**

All payments made by Tenant to MHA, no matter how designated by Tenant, will be applied as follows: first to any outstanding amounts due for rent or other outstanding amounts from prior months, and second to current month's rent.

### **SECURITY DEPOSITS**

Security deposits for new Tenants are due at the time the Tenant takes possession of the unit. **Security deposits may not be used by the Tenant as part of any month's rent.**

The security deposit will be refunded to you after the move-out, less deductions for balances owed, cleaning, and damages beyond usual wear and tear on the apartment/property. If you provide at least thirty (30) days' notice of intent to vacate, MHA will return the deposit, less any costs for cleaning, damage, or other amounts you owe when you move out. MHA will give you a cleaning checklist when you give notice to vacate. You must complete all items on the list and repair any damage you caused to the unit to receive a full refund. MHA will send an itemized list of charges deducted from your deposit, along with any refund due, to your last known mailing address. Any property you leave in the unit will be considered abandoned and will be handled in accordance with the Montana Residential Landlord and Tenant Act, Section 70-24-430. MHA will return the security deposit with less than 30 days' notice if there is no unpaid rent and the unit has been returned to its move-in condition and is ready to be leased immediately.

## COLLECTION AGENCIES

All accounts with outstanding balances at the time of move-out will be issued a notice for final payments owed. If you do not contact us to pay or make arrangements to pay the amount owed within 30 days of the date of billing, the account will be sent to our collection agency and their attorneys for collection.

## TENANT CHARGES

**Residents are not responsible for normal wear and tear. Tenant charges apply when the tenant is responsible for the damage that results from actions or non-actions by the tenant, household members, or guests that is beyond normal wear and tear.**

Where tenants are responsible for damages, the tenant will receive an invoice from your property manager with an itemized list of charges including a total. Tenants will have 30 days to pay this bill.

Our general Labor Rate is \$35.00/hour. This would apply to all work being done on a non-emergency basis, and will take place during our regular business hours of 8:00-4:30 Monday- Friday

Our Emergency Labor Rate is \$55.00/hour. This would apply to all work being done on an emergency basis, and this work would take place at nights, weekends, and holidays. This is emergency work, and should be limited to actual emergencies, please consider if the work can wait till the next business day.

Please note that this is a reference for MHA hourly labor rates only, and any costs for materials or outside contractors may also apply, such as those for light bulbs, windows, door locks, toilet parts, sheetrock, faucet parts, and other structural or appliance components broken/lost/damaged by residents or guests.

## PET POLICY/ASSISTANCE ANIMAL POLICY

All animals must be approved PRIOR to being allowed on the property. Many of MHA's affordable rentals do not allow pets (Assistance Animals are allowed for qualified individuals with prior approval). Contact your Property Manager to check about your specific property. If someone's guest needs an accommodation to visit someone on site, he/she would need to complete the same process a tenant completes when needing an accommodation or modification. If a tenant or guest fails to request and receive an accommodation and brings an animal without approval, the tenant can be issued a notice of violation, and potentially a no trespass could be placed on the visitor if ongoing violations occur.

### ASSISTANCE ANIMAL POLICY

Assistance animals are allowed in all units owned and managed by the Missoula Housing Authority for qualified individuals with prior approval. Once approved, assistance animals are allowed with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors. Owners of assistance animals are required to be in compliance with all State and local public health, animal control, and animal

anti-cruelty laws and regulations, including requirements for licensing and vaccinations. Tenants are required to sign a statement that you have read and received a copy of this Assistance Animal Policy and agree to comply with its provisions. Nothing in this policy is intended to limit or impair the rights of persons with disabilities under federal, state, or local law. (24 CFR § 5.303)

## **DOCUMENTS NEEDED TO APPROVE ANIMAL**

**Tenant must provide Missoula Housing Authority with the following:**

- Current vaccination records
- Current licensing in accordance with the City of Missoula (dogs only)
- Picture of animal
- Assistance Animal Policy Signed and Returned to Property Manager if applicable
- Proof of licensing and vaccinations must be provided each year at the time of tenant's annual recertification

## **RULES APPLICABLE TO ALL ANIMALS**

- A. Tenant must have prior written approval from the Missoula Housing Authority before bringing any animal onto the premises.
- B. Any additional animal or change of animal requires approval. If an animal becomes pregnant, the animal will need to be removed from the premises prior to giving birth, and the resulting offspring cannot be housed in any MHA unit.
- C. Tenant will be charged the actual cost for repair of any damages caused by the animal.
- D. MHA is not responsible for any action, injuries, or damages caused by any tenant's animal. Animals are the sole responsibility of the owner. MHA assumes no liability for failure of the owner to control the animal. Any injury or harm to other persons, animals, or property is the sole responsibility and liability of the animal's owner. It is recommended that tenants with an animal purchase liability insurance for this purpose.
- E. Animals must be appropriately and effectively restrained and under the control of a responsible individual at all times. While the animal is in common areas, it must be on a hand-held leash (maximum of 6 feet) or in a carrier at all times. When in the presence of others, the animal is expected to be well behaved (not jumping on or nipping at people, not snarling or barking, etc.).
- F. Tenant is fully and solely responsible for promptly cleaning up and properly disposing of any waste or droppings, both inside and outside of their units. Animal waste must be bagged and disposed of in appropriate trash receptacles. Always carry equipment sufficient to clean up the animal's waste. If needing assistance with cleanup, tenant is responsible for making arrangements for such help through family, friends or advocates. Repeated failure by a resident to take responsibility for waste disposal shall be deemed a violation of the lease.
- G. Tenant shall take adequate precautions to keep the dwelling unit and surrounding areas free of animal odors, insect infestation, waste and litter, and maintain unit in a sanitary condition at all times.
- H. No unauthorized animal(s) may visit or be harbored in any unit owned by the MHA without prior written approval.
- I. No animal will be allowed that constitutes a nuisance or threat to any tenant or detracts from any tenant's quiet enjoyment of their unit or the common areas of the complex. A nuisance or threat includes, but is not limited to, noise, smell, animal waste, and aggressive or vicious behavior.

- J. In the event your animal bites an individual, you must report the event to the appropriate city police and/or health officials and the Missoula Housing Authority within twenty-four (24) hours of the bite.
- K. Tenant shall not alter the premises, including the unit, patio, or common area to create an enclosure for an animal, without prior written permission from MHA.
- L. If animals are left unattended for 24 hours or more, the MHA reserves the right to enter and remove the animal(s) and transfer them to the proper authority.
- M. If the health or safety of an animal is threatened by the death or incapacity of the owner, or by other factors that render the animal owner unable to care for the animal, the tenant agrees that MHA has permission to enter the owner's unit, remove the animal, and surrender to Missoula City-County Animal Control.
- N. Tenant is recommended to maintain renter's insurance during the agreement. Missoula Housing Authority should be named as an "additional insured" on the policy, and a Certificate of Insurance should be submitted at each renewal with minimum liability coverage of \$300,000.00.
- O. An animal which displays vicious, dangerous, intimidating behavior, displays symptoms of severe illness, or demonstrates behavior that constitutes an immediate threat to the health or safety of others, shall be referred by MHA to the appropriate state or local entity authorized to remove such animals. Such animals are subject to immediate removal from the premises.
- P. Violation of any of the foregoing rules will result in a 14-Day notice to remove the animal from the premises or vacate the unit.

## TRANSFER POLICY

Tenants in good standing with no outstanding repayment agreements or substantial lease violations in the previous six (6) months, and whose unit has successfully passed a cleaning inspection may request a transfer to a different dwelling unit on the same property. Requests must be made in writing to MHA. Tenant transfer requests will be addressed and prioritized based upon date of request, household need, waiting list status, availability of units, and accommodation of required transfers. **There will be a \$150 transfer fee for voluntary transfers.** This transfer fee is in addition to any new security deposit amount required.

MHA will transfer tenants from one dwelling unit to another within the property solely at its discretion, whether required by MHA or at your request. When the transfer is approved, you are responsible for reasonable charges incurred for cleaning, maintenance, and charges owed on the dwelling unit being vacated. Any damage, cleaning, or prior charges will be deducted from your security deposit. You are required to pay any charges which exceed the security deposit amount.

If a tenant is transferring from one building to another, or from one property to another, tenant understands that they may need to reapply and may need to be requalified prior to the transfer.

## MOVE OUT PROCESS

When you are moving out of an apartment it is expected that you give proper notice and leave the apartment in good shape. The following section is to help you plan a smooth exit from your apartment and ensure you stay in good standing with MHA.

### NOTICE

The Missoula Housing Authority requires a written 30-day notice to vacate your unit, and a valid forwarding address. Notice period begins upon receipt of the written notice. You must return all keys. You may continue being charged rent until all keys have been returned, or you have notified your property manager that you have moved out of the unit.

### MOVEOUT INSPECTION

You will be sent a formal inspection letter, verifying your notice, and will provide you with an inspection date, and a mandatory cleaning checklist. At your scheduled inspection, you will be given the opportunity to abate any items noted within a 24 hour time frame, or you may hand over your keys if you wish NOT to perform any additional cleaning. MHA will immediately take possession.

### SECURITY DEPOSIT

If proper notice is given in a timely manner (30 days), the Missoula Housing Authority will reimburse your security deposit less any damages beyond wear and tear or other outstanding charges. MHA will provide an itemized list of charges if damages are assessed.

MHA will give you a cleaning checklist when you give notice to vacate. You must satisfy all items on the list and repair any damage caused to the unit to receive a full refund. MHA will send an itemized list of charges deducted from your deposit, along with any refund due, to your last known mailing address. Any property you leave in the unit will be considered abandoned and will be handled in accordance with the Montana Residential Landlord and Tenant Act, Section 70-24-430.

### MOVE OUT PROCESS FREQUENTLY ASKED QUESTIONS

#### **I am considering moving out before the end of my lease. What am I responsible for?**

If you break your lease or move out before the term of your lease, you will continue to be charged full rent until your lease term expires or until your apartment is re-rented. There are no exceptions to this rule.

#### **If my lease is month to month, do I have to give 30 days' notice?**

Yes, 30 days is required, regardless of leased status.

#### **Can my security deposit be used to pay the last month's rent?**

No. According to the Montana Tenant-Landlord Act, Security Deposits are held in trust, and can only be applied to cover the cost of any unpaid damages after you vacate your unit.

## **RULES OF OCCUPANCY**

The following rules supplement those set out in the Rental Agreement and elsewhere in this document. Violation of these rules may result in termination of the Rental Agreement.

### **GUEST POLICY**

1. You must obtain approval from MHA for guests who stay more than 72 hours during any 30-day period.
2. You cannot sublet or rent your apartment to someone else after you have signed the lease. Only you and the household members identified on the lease agreement are allowed to live in the apartment.
3. You cannot charge someone to live with you or to stay with you if they were not added to the household according to program rules.
4. MHA will hold you responsible for the actions of your household members and guests. Failure to control your children and guests is a serious violation of your Rental Agreement and may be cause for termination of your tenancy. You, your family members, your guests and guests' children are not allowed to:
  - a. Discharge Firearms, BB or pellet guns, bows and arrows, slingshots, fireworks, or other dangerous toys or weapons on MHA property.
  - b. Climb in trees or on roofs or enter the crawl space or attic of any building. You will be charged for damage to landscaping.
  - c. Sleep in yards or any vehicle on MHA property including parking lots or any other common area.
  - d. Play outside or roam the area after dark, or after 10:00 pm, whichever comes first. Children should never be allowed to play outside unsupervised.
  - e. Conduct themselves in any manner which violates other conditions of your Rental Agreement or this handbook, or which interferes with your neighbor's peaceful enjoyment of their homes and yards.

### **ABSENCE POLICY**

You must give written notice to your Property Manager if you will be gone for more than seven (7) days. If you are gone during the winter months, please do not turn off your heat.

### **TAKING CARE OF YOUR APARTMENT**

1. You must use your apartment as your living space. You may not use it for any other reason than stated below. MHA may allow certain legal small businesses upon written application and approval of the MHA Board of Commissioners.
2. You must keep your unit clean and safe. Keep clutter to a minimum. There must be a clear path through your house of at least 36 inches (3 feet). Do not block any of the exits (front or back doors)

or put anything higher than the window ledge against windows that you or someone else might need to climb out of in case of an emergency.

3. You cannot make any repairs or alterations to the unit without prior written MHA approval.
4. Contact paper is not to be used on shelves or cupboards. Regular shelving paper may be used if it does not have adhesive backing.
5. Pictures and mirrors should be hung with small nail picture hangers. Do not attach mirrors with screw fasteners or adhesives. No adhesive hangers shall be applied to the walls. Fixtures shall not be hung from doors or ceilings.
6. Furniture should not rub on walls. Please place coasters under furniture to avoid gouging the floors.
7. When cleaning the stove, please do not spray oven or heat element while hot. Electric heat elements will explode and burn out.
8. Do not store any items, including dishes, on your stove.
9. If you have a refrigerator that requires defrosting, defrost by turning the cold control off and opening the freezer door. Never use a sharp instrument to defrost your refrigerator as it will cause irreparable damage to the appliance. Should this happen, you will be charged for the full replacement cost of the refrigerator.

## **NOISE POLICY**

The volume of your TV, stereo, or other electronic equipment should be turned down at a reasonable evening hour in accordance with Missoula City Noise Ordinance. MHA asks that you keep noise to a minimum between the hours of 10:00pm to 8:00am. If you can hear your television or music outside of your apartment, it is too loud. If you have trouble hearing, or like to play your television or music loud, try wearing earphones.

## **UTILITIES**

If required as part of your lease, you must maintain electricity and gas service under your name from your lease-up date to your move-out date. You are responsible for transferring service into your name when you move in and notifying the utility company when you move out. Failure to maintain utility service in your name will result in a substantial lease violation.

We suggest the following ways to save on gas, electricity, and water. Following these simple suggestions year-round should create a significant reduction in energy and water consumption.

### **Electricity**

- Turn off the lights when you leave a room and turn off the television or radio when you are not watching or listening.
- Do not use halogen lamps – they use too much electricity and, if left on for too long, could become fire hazards.
- Keep the use of electrical appliances, such as irons, hair dryers, toasters, broilers, and microwaves, to the practical minimum.
- When you are buying an electrical item, make sure it has an Energy Star label.



- Only use air conditioners and fans when you really need them, and do not leave them running when you leave your apartment.
- When removing an item from your refrigerator, make your selection and close the door promptly. Do not keep the door open.
- Do not run extension cords through windows.
- In the event of an electrical interruption, use flashlights instead of candles. Always keep spare batteries on hand.

### **Heating**

- Keep radiator areas clear to let the heat circulate properly.
- Open curtains in the daytime to let the sun warm your apartment naturally.
- Keep blinds and drapes closed at night or on cloudy days to retain heat, and make sure your windows are closed tightly.
- Never use your stove to heat your apartment. Poisonous carbon monoxide (CO) gas builds up, hour after hour, while the stove burns, and it is deadly. Remember, CO has no odor, smell, or taste. Each apartment that is required to have one is equipped with a CO detector.

### **Water**

- Report leaking faucets, showerheads, or toilets to MHA immediately.
- Do not run water excessively for either a shower or for cooking.
- Do not run hot water continuously when washing. Fill the sink only to the required level.
- Keep drain strainer/stopper in the sink to help keep the pipes below clear.
- Operate washing machines only as needed, with a full load.

### **Fuse Boxes and Circuit Breakers**

- Know where your fuse box is and keep it accessible. Ask your property manager if you don't know where it's located.
- If your circuit breaker switches the electricity off, you are running too many appliances. Unplug an appliance and turn the switch back on or contact your Property Manager.
- If a fuse blows, please notify your Property Manager immediately. Never remove a fuse.

### **Heat and Hot Water**

- MHA provides hot water and heat in accordance with the Montana Tenant/Landlord Act during the heating season (from October 1 until May 31).
- If you have problems with hot water or heat, call your Property Manager. If you can't reach your property manager, call the emergency maintenance phone at 406-207-5238.

## **GARBAGE**

You are required to dispose of garbage promptly and properly in the provided dumpster or cans. Do not store bags of garbage inside or outside of your unit. You may not dispose of any hazardous material, or fuels. Used furniture, mattresses, broken TVs, or appliances may not be disposed of in dumpsters provided by MHA. Tenants are responsible for taking these items to the dump.

## VEHICLES

- Motor vehicles are not allowed on lawns or sidewalks at any time
- You may NOT perform vehicle maintenance such as tune-ups, oil changes, or tire rotations.
- You may not wash your vehicles on the property.
- If your vehicle is leaking fluids it needs to be moved off MHA property or you could be charged for damages.
- No recreational vehicles may be parked on MHA property including but not limited to, camper trailers, boats, RV's, four wheelers and snow mobiles.
- All motor vehicles on MHA property must have visible current registration. No vehicle shall be parked for more than three days in an inoperable condition. MHA will tow inoperable and unauthorized vehicles at owner's expense.

## STORAGE

No flammable materials of any kind shall be stored on MHA property. Do not place items on top of the hot water tank. Personal property must be stored in the unit or your storage unit.

## APARTMENT DOOR LOCKS

You may not repair, replace, or add a lock. We encourage you to make copies of your key at your discretion.

## BUILDING EXTERIORS AND INTERIORS

- Do not display signs or decals from windows or doors other than safety or disabled decals. Holiday decorations may be seasonally displayed provided they are removed within thirty (30) days of the holiday.
- Nothing shall be installed or affixed to MHA buildings. This includes, but not limited to satellite dishes.
- You must obtain MHA approval prior to the installation of shades or curtain rods or before any alterations are made.
- It is your responsibility to report damage or necessary repairs promptly to the maintenance staff. You are not allowed to make any repairs or alterations without the consent of MHA.

## LAWNS/LAWNCARE

- If your lease requires that you perform lawn care, do not leave hoses running without a sprinkler. Sprinklers should be moved every hour to prevent water run-off. All hoses shall be removed from outside faucets during cold weather to prevent faucets from freezing. You will be charged for damage to faucet or hose bib caused by failure to remove hose from faucet in cold weather.
- Lawns must be clear of all personal belongings while not in use. This includes but not limited to toys, bikes, and garden supplies.
- If maintenance personnel are responsible for the lawn care they will move or dispose of unattended items. You may be charged for the disposal.

- If your household is responsible for lawn care and maintenance staff is required to perform this service, you will be charged for time and materials, including gas and oil for the lawn care equipment. This is also considered a substantial violation of your lease, and you will be issued a Lease Violation.

## **SNOW REMOVAL**

MHA will be responsible for snow removal at most properties.

- Single Family dwellings are responsible for removing snow from sidewalks and driveways themselves. It is required that snow be removed from public sidewalks by 9:00 am on any day that there is an accumulation of snow.
- MHA will plow all parking lots. Please be aware that if there are parked vehicles, MHA cannot plow too closely to them. MHA DOES NOT shovel snow from between vehicles.
- Ice melt is left on all properties in covered buckets. The ice melt is in addition to ice melt that is spread after it snows and is for tenant use.
- Use footwear that is appropriate for weather conditions.

## **BARBECUE GRILLS**

- Missoula Fire Code states; 308.1.4 Open-flame cooking devices. Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet (3048 mm) of combustible construction. MHA does not allow these cooking devices at any property.
- At properties where grills are allowed: Exceptions include Liquid Propane (LP)-gas cooking devices having LP-gas container with a water capacity not greater than 2.5 pounds. (i.e. small green propane tanks). Remember you may not store these containers inside your home or storage facility.
- The following Grill Safety Tips were provided by MHA's insurance company:
  - Keep your grill at least 10 feet away from your house and away from dry leaves or brush. Farther is even better. This includes portions attached to your house like carports, garages, balconies, and porches. Please the grill on a level surface. Do not use the grill under low hanging trees, wooden overhangs, deck railings or any combustible materials, as the fire could flare up into the structure above.
  - Clean your grill regularly. If you allow grease and fat to build up on your grill, they provide more fuel for a fire. Grease is a major source of flare ups.
  - Use long handed barbeque tools and flame-retardant mitts.
  - Keep decorations away from your grill.
  - Keep a spray bottle of water handy.
  - Keep a fire extinguisher within a couple of steps of your grill.
  - Never turn on the gas while your grill lid is closed. It causes gas to build up inside your grill, and when you do light it and open it, a fireball can explode in your face.
  - Never wear loose clothing while grilling.
  - Never leave a grill unattended or leave children or pets unattended near a hot grill. Unattended fires can double in size every minute.
  - Never overload your grill with food. This applies especially to fatty meats. If too much fat drips on the flames at once, it can cause a large flare-up.

- Never use a grill indoors even if ventilation is provided.
- Never use gasoline or kerosene to start charcoal. Both can cause an explosion. After using charcoal starting fluid, cap the container and move it away from the fire.
- Never add any type of flammable liquid starter once the charcoal is burning. The flame could travel up the stream of fluid and burn you.

## **COMPLAINT PROCEDURE**

### **TENANT COMPLAINTS**

To the extent it can be done safely, residents should attempt to resolve disputes amongst themselves prior to contacting the property manager. If you are unable to come to an understanding, contact your property manager with your complaint. **All complaints to property managers should be in writing.** Please include dates and times and any potential witnesses. This may be done on paper or via e-mail.

When MHA Management is investigating complaints, the individual(s) making the complaint may be asked for further information or clarification. Complaints take time to investigate and act upon; tenants making a complaint may not be made aware of the outcome(s).

### **MANAGEMENT COMPLAINTS**

If you have any complaints about any MHA staff, please inform MHA in writing and the complaint will be forwarded to the appropriate supervisor.

**If you see or suspect illegal activity of any sort, please call 911.**

### **COMPLAINT PROCEDURE FREQUENTLY ASKED QUESTIONS**

**Can my complaint be anonymous?**

Yes, it is your choice to not disclose your name at the time of the complaint. However, remaining anonymous could make it difficult to follow up, enforce or seek additional information.

**Will I hear what steps were taken to address my complaint about my neighbor?**

No. All tenants have a right to privacy. In the unlikely event that an issue needs to be resolved in court, you may be called to testify.

**Do I have a right to know who has complained about me?**

No.

**Should I continue to make the same complaint if the issue is not resolved?**

If the situation has not improved or resolved in a reasonable time, please contact your property manager. If we do not hear anything further, we may assume the issue has been resolved.

## REQUESTS FOR REASONABLE ACCOMMODATIONS OR REASONABLE MODIFICATION

A reasonable accommodation is some exception or change that a housing provider makes to rules, policies, services, or regulations that will assist a resident or applicant with a disability in taking advantage of a housing program and / or dwelling. A reasonable modification is an alteration to the physical premises allowing a person with a disability to overcome obstacles that interfere with his or her use of the dwelling and / or common areas. The accommodation and / or modification must be necessary for the individual with the disability to enjoy and / or fully use services offered to other residents and / or the individual dwelling unit.

A resident or applicant is entitled by law to a reasonable accommodation and / or modification when needed because of a disability of the resident, applicant, and / or a person associated with a resident or applicant, such as a guest. Housing providers must grant all requests for reasonable accommodations and / or modifications that are needed as a result of a disability if the request is not unduly burdensome or a fundamental alteration of the housing program. If a request is denied, you have the right to know the reasons in writing. There must be a verifiable disability involved in order for the household to qualify for a reasonable accommodation and / or modification. The housing provider is required by law to keep all information about the disability confidential. A person has a disability if he / she has a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment. Most serious medically treated conditions are considered to be a disability. A disabled resident must still be able to meet essential obligations of tenancy – they must be able to pay rent, to care for the apartment, to report required information to the manager, avoid disturbing their neighbors, etc., but there is no requirement that they be able to do these things without assistance.

**Reasonable accommodations** can include but are not limited to:

- A change in the rules or policies or how a housing provider does things that would make it easier for you to live in the dwelling;
- Permitting a seeing eye dog for a household in a community where pets are not allowed, or not charging a deposit for a service animal though the housing provide charges deposits for pets
- Permitting an outside agency to assist a disabled resident to meet the terms of the lease;
- Permitting a live-in Personal Care Attendant to live with a disabled resident who might need 24-hour assistance;
- A change in the way a housing provider communicates with or gives information, such as increasing the font size of typed documents to a person with a visual impairment.

**Reasonable modifications** can include, but are not limited to:

- A structural change or repair in your apartment or another part of the apartment complex that would make it easier for you to live in the dwelling;
- Altering your apartment so that the unit can be accessed and used by a person in a wheelchair.

## **VIOLENCE AGAINST WOMEN ACT (VAWA)**

Your rental agreement is amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2013 (VAWA). In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

VAWA Protections:

1. The Violence Against Women Act (“VAWA”) and the protections in this Lease Addendum are gender-neutral. An individual does not have to be a woman to access the protections.
2. The Tenant acknowledges receipt of a printed copy of the Notice of Occupancy Rights and a Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking under the Violence Against Women Act (“VAWA”) and a copy of HUD 5382 Certification of Domestic Violence, Dating Violence or Stalking.
3. Tenant may not be denied assistance, terminated from participation in, or evicted from housing on the basis of or as a direct result of the fact that the tenant or a member of their family is or has been a victim of domestic violence, dating violence, sexual assault or stalking (“VAWA-covered abuse”) if such tenant family is otherwise qualified for admission, assistance, participation or occupancy.
4. The Landlord may not consider incidents of VAWA-covered abuse as violations of the lease or other “good cause” for termination of assistance, tenancy or occupancy rights of the survivor of abuse.
5. The survivor of VAWA-covered abuse may request protection under VAWA. The Landlord may request written proof or a certification that the individual is a survivor of VAWA covered abuse. This can include a completed HUD 5382 Certification of Domestic Violence, Dating Violence or Stalking, or alternate documentation as noted on the Certification such as a court order or letter from a lawyer or social worker. The survivor, a family member or a third-party on their behalf may submit the written proof or certification.
6. The Landlord may take action to bifurcate the lease to remove or evict the person who committed the VAWA-covered abuse. The survivor and other household members will be permitted to remain in the unit, subject to ongoing eligibility and occupancy requirements.
7. The survivor of VAWA-covered abuse may request a transfer to find a safe unit. The Landlord may require a completed HUD 5383 Emergency Transfer Request form. The Landlord will work with the survivor to facilitate a transfer in compliance with their Emergency Transfer Plan even if that transfer is outside of the project’s control.
8. If Tenant or a member of their family in the household is a survivor of VAWA-covered abuse in the unit or building, the Tenant may terminate the lease without penalty.

## **NON-DISCRIMINATION NOTICE**

MHA is dedicated to a policy of non-discrimination with regard to race, ancestry, color, disability, religion, national origin, sex, familial status, age, marital status, creed, sexual orientation, ex-offender status, physical condition, political belief, or public assistance status except where these criteria are reasonable bona fide Tenant(s) qualifications.