

Lyngblomsten Apartments  
House Rules

# Lyngblomsten Apartments House Rules



# Lyngblomsten Apartments House Rules

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# Lyngblomsten Apartments House Rules

The House Rules are an attachment to the lease and have become a legal part of the lease. The rules were designed to ensure that residents are allowed to enjoy their home in peace and quiet comfort. **These rules apply to all residents, their guests and their service providers as appropriate.**

Resident(s) (hereinafter (jointly) called "Resident"), members of resident's household, guests, visitors and service providers engaged by the resident shall obey and comply with all laws and city ordinances and shall abide by all rules and regulations adopted by the owner/agent and/or property staff.

If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of these House Rules and shall not affect the validity or enforceability in other jurisdictions of that or any other provision of these House Rules.

Please contact the property management staff if you need help understanding this document.

- Contacte por favor la oficina de gestión si usted necesita ayuda a comprender este documento. (Spanish)
- Si vous avez besoin d'aide à la compréhension de ce document, veuillez communiquer avec le Bureau de gestion. (French)
- in liên lạc với văn phòng điều hành nếu bạn cần giúp đỡ sự hiểu biết tài liệu này. (Vietnamese)
- Пожалуйста свяжитесь с офисом управления, если Вам нужна помощь в понимании этого документа. (Russian)
- Bitte kontaktieren Sie das Leitungsbüro, wenn Sie helfen müssen, dieses Dokument zu verstehen. (German)
- 請聯絡管理辦公室，如果你需要幫助理解這份文件。(Chinese)

## **FAIR HOUSING**

The Fair Housing Act prohibits discrimination in housing and housing related transactions based on race, color, religion, sex, national origin, disability, and familial status. In addition, the state of Minnesota has added Fair Housing protections based on public assistance, sexual orientation, marital status, creed and age

## **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

The owner/agent complies with Title VI of the Civil Rights Act of 1964 which prohibits discrimination based on race, color, or national origin in any program or activity receiving federal financial assistance from HUD.

## **SECTION 504 OF THE REHABILITATION ACT OF 1973**

The owner/agent complies with Section 504 of the Rehabilitation Act of 1973 which prohibits discrimination, based on the presence of a disability, in all programs or activities operated by recipients of federal financial assistance. Although Section 504 often overlaps with the disability discrimination prohibitions included in the Fair Housing Act, it differs in that it also



## Lyngblomsten Apartments House Rules

imposes broader affirmative obligations on the owner/agent to make their programs, as a whole, accessible to persons with disabilities.

### **REQUESTS FOR REASONABLE ACCOMMODATION OR MODIFICATION**

The owner/agent and/or property staff will consider a reasonable accommodation if a member of the household is disabled and the requested accommodation is necessary for the person with a disability to use and enjoy the premises. To request a reasonable accommodation, please review the reasonable accommodation policy provided at move-in or contact the property management office.

In accordance with the Fair Housing Act and Section 504 of the Rehabilitation Act, the owner/agent will make reasonable accommodations or modifications for individuals with disabilities (applicants or residents) unless these modifications would change the fundamental nature of the housing program or result in undue financial and administrative burden. Please contact the property management staff if you would like a copy of the reasonable accommodation/modification policy or if you would like to make a request for a reasonable accommodation or modification.

### **COORDINATING EFFORTS TO COMPLY WITH SECTION 504 REQUIREMENTS**

The owner has designated a person to address questions or requests regarding the specific needs of residents and applicants with disabilities. This person is referred to as the Section 504 Coordinator. Please contact the property staff for additional information and contact information.

### **COMPLIANCE WITH REQUIREMENTS OUTLINED IN THE VIOLENCE AGAINST WOMEN ACT**

The owner/agent understands that, regardless of whether state or local laws protect victims of domestic violence, rape, dating violence, sexual assault or stalking, people who have been victims of violence have certain rights under the Violence Against Women Act. If any resident wishes to exercise the protections provided in the VAWA, he/she should contact the owner/agent immediately. The owner/agent is committed to ensuring that the Privacy Act is enforced in this and all other situations.

The owner/agent will not assume that any act is a result of abuse covered under the Violence Against Women Act. In order to receive the protections outlined in the VAWA, the applicant/resident must specify that he/she wishes to exercise these protections.

### **Certification and Confidentiality**

When the owner/agent responds to a claim of protected status under the VAWA the owner/agent will request, in writing if appropriate, that an individual document the occurrence of the domestic violence, dating violence, sexual assault or stalking. The individual claiming rights under the VAWA has the option to complete, sign, and submit any appropriate HUD-approved certification form, or chose a different method of documentation of the abuse to verify his/her status as a victim of domestic violence. The resident will have fourteen (14) calendar days to submit the form or provide another form of documentation.



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The owner/agent will carefully evaluate abuse claims to avoid taking any action based on false or unsubstantiated accusations.

The identity of the victim and all information provided to owner/agent relating to the incident(s) of abuse covered under the VAWA will be retained in confidence. Information will not be entered into any shared database nor provided to a related entity, except to the extent that the disclosure is

- Requested or consented to by the victim in writing;
- Required for use in an eviction proceeding or termination of assistance; or
- Otherwise required by applicable law.

The owner/agent will retain all documentation relating to an individual's domestic violence, rape, dating violence, sexual assault or stalking in a separate file that is kept in a separate secure location from other applicant/resident files.

### **Lease Addendum**

The owner/agent will attach to the lease any appropriate HUD-approved Lease Addendum authorized for use under this HUD program, which includes the VAWA provisions.

Availability of Assistance for Persons with Limited English Proficiency  
Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)" requires the owner/agent to develop and implement a system to provide housing assistance so persons with Limited English Proficiency (LEP) can have meaningful access to assisted housing opportunities. The owner/agent will provide for such meaningful access consistent with, and without unduly burdening the fundamental mission of the property.

The owner/agent will work to ensure that people who apply for and/or qualify for housing assistance are provided meaningful access to HUD's housing assistance program.

### **PROTECTIONS PROVIDED BASED ON SEXUAL ORIENTATION, GENDER IDENTITY OR MARITAL STATUS**

The owner/agent complies with The Final Rule - *Equal Access to Housing in HUD Programs – Regardless of Sexual Orientation or Gender Identity*. This rule ensures that HUD's core housing programs are open to all eligible persons regardless of sexual orientation, gender identity or marital status.

### **COMMUNICATION WITH THE RESIDENT**

Except where required by HUD or state tenant/landlord law, the owner/agent will allow the resident to choose the preferred method to receive notices and other communications. Multiple communication methods are allowed. In addition, the resident may choose to receive messages electronically. Some notices may be delivered to the resident's unit in accordance with HUD requirements. Certain information may not be sent by email or text in accordance with HUD's security requirements.



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## **MANAGEMENT/RENTAL OFFICE**

The office business hours are Monday through Friday from 8:00 am until 4:30 pm. The office is closed on weekends and all federal and state holidays. On occasion, the office will close for training or other reasons, and notice posted on the office door.

## **BUSINESS RELATIONSHIP**

The relationship between a landlord (owner/agent and/or property staff) and a resident is a business relationship. A courteous and businesslike attitude is required from both parties.

The owner/agent and/or property staff reserves the right to refuse to conduct business with anyone who is verbally abusive, swears, is disrespectful, makes threats, uses discriminatory language, appears to be intoxicated or under the influence of alcohol or drugs or is argumentative.

If an applicant/resident, guest, visitor or service provider demonstrates unprofessional behavior in the presence of the owner/agent and/or property staff or other residents/applicants, the person will be required to leave the management office.

If the resident, a resident's guest, a resident's service provider or a resident's family exhibits threatening behavior, appears to be intoxicated or under the influence of alcohol or drugs or attempts to intimidate the staff, the person(s) will be required to leave the management office and a notice of lease violation will be issued.

Aside from standard property charges, property staff is not permitted to accept any money, gifts, services or favors connected with the application process or associated with any aspect of residency on this property. If property staff solicits any mandatory payment, not associated with the lease, the resident will notify the property manager (651) 632-5422 or the owner/agent President/CEO (651) 646-2941.

## **COMMUNITY STANDARDS OF CONDUCT**

The owner/agent and property staff strives to maintain a pleasant, safe and comfortable environment for residents. In consideration of this, all residents and their visitors will refrain from any conduct that would conflict with the rights of other residents to the peaceful enjoyment of the premises.

"Quiet hours" are between 10 p.m. and 7 a.m. and must be observed by all residents, residents' guests and any service provider contracted by the resident (or someone representing the resident). These "quiet hours" have been established to keep residents comfortable in their own homes.

Noise that could be considered disturbing includes, but is not limited to, incessant barking, loud music, use of power tools, cars or motorcycles with excessively loud engines, fireworks or explosives, and shouting. Residents must conduct themselves in such a way as to ensure the quiet and peaceful enjoyment of the residence **at all times**.



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Residents and their guests/service providers are expected to dress appropriately when outside of individual apartments including the management office, hallways, laundry rooms, lobbies, and community rooms and other common areas. Sleepwear, housecoats or clothes that allow the display of foundation garments are not permitted to be worn in the common areas of the building.

For health and safety reasons, individuals in common areas must wear appropriate clothing (i.e. skirt, skorts, shorts, pants) a shirt and shoes.

Residents named on the lease are responsible for the actions and conduct of household members, guest(s), visitor(s), and service provider(s) hired by the resident while in the apartment and/or on the property.

### **CAMERAS AND RECORDINGS**

Residents understand and acknowledge that surveillance cameras have been installed throughout the property. Cameras may be present in the management office, in common areas and in other areas throughout the property. Any communication, including but not limited to calls/texts/emails made to the management office or to property staff devices may be monitored and recorded.

In addition, the owner/agent may, from time-to-time, record activities conducted in a resident's unit including:

- Unit Inspection (by property staff, service providers hired by the owner/agent, HUD, or HUD's representatives)
- Completion of work orders or other maintenance issues
- Extermination
- Individual meetings

ALL HOUSEHOLD MEMBERS ACKNOWLEDGE AND GIVE PERMISSION FOR INFORMATION RECORDED OR STORED WITH THESE DEVICES TO BE USED BY THE OWNER/AGENT OR BY THE OWNER/AGENT'S REPRESENTATIVES DURING ANY LEGAL PROCEEDINGS, MEDIATION OR APPEALS OF OWNER/AGENT ACTION.

### **ENFORCEMENT OF THE LEASE**

All residents understand that enforcement of the lease and property rules is the responsibility of the owner/agent and the property staff. Residents will not "self-police" the property. Under no circumstances will a resident approach another resident to attempt to enforce the lease.

If a resident witnesses or suspects non-compliance or if a resident has a complaint, the proper action is to advise the property staff during normal business hours.

Approaching a resident to enforce the lease or house rules is considered "tenant on tenant" harassment and is strictly prohibited.



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## **GRIEVANCES & CONCERNS**

The property staff works to ensure that this community is a pleasant place for all to live. Excellence in maintenance and management is a top priority. If residents have a concern about this community, the apartment or a suggestion on how needs can be better met, please contact the property staff. Property staff is trained to assist residents and to carefully and thoughtfully consider all questions. Another resident may have made a similar observation or the staff may already be working toward a resolution.

Questions or concerns about the property staff can be reported to the appropriate regional manager at MN Housing or to Lyngblomsten the parent company.

## **INQUIRIES RELATED TO A DISABILITY**

The owner/agent has designated a Section 504 Coordinator to address any questions or concerns related to a disability. Please contact the property staff to obtain information about contacting the Section 504 Coordinator. If you feel you have been discriminated against, based on your disability, please refer to the Section 504 Grievance Policy.

## **TENANT ORGANIZATIONS**

Residents have the right to establish and operate a *tenant organization* for the purpose of addressing issues related to their living environment as well as activities related to housing and community development. A *tenant organization* is considered legitimate if it has been established by the residents of a multifamily housing project covered under *Section 245.110* for the purpose described above, and meets regularly, operates democratically, is representative of all residents in the development, and is completely independent of owners, management, and their representatives. The definition of legitimate *tenant organization* includes “organizing committees” newly formed by residents, and does not require specific structures, written by-laws, elections, or resident petitions.

Any activities conducted at the behest of the tenant organization must be conducted in such a way as to comply with the Fair Housing Act and Section 504 of the Rehabilitation Act. All communications, meetings and activities must be available to all residents who wish to participate regardless of familial status, race, sex, disability, color, religion, national origin, sexual orientation, gender identity or marital status.

## **HEALTH SERVICES**

Residents must be capable of meeting the terms of the lease without intervention from the property staff. No provisions provided by the owner/agent are available for long-term health care, convalescence, or nursing care in the community.

If a resident requires these types of services in order to comply with the terms of the lease, it is the responsibility of the resident or a resident’s representative to make the necessary arrangements. Where applicable, residents may request assistance to identify service providers through the Service Coordinator at (651) 632-5425.



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Lyngblomsten Services Corporation does have a home care agency (Lyngblomsten Home Health) that is available to residents on campus.

## **HOUSEKEEPING**

Maintenance and Housekeeping staff will clean and maintain the hallways, lobbies and other public and common areas. Residents are required to maintain their own apartments in a decent, safe and sanitary manner. The resident will notify the property staff, during normal business hours if the unit needs to be repaired or maintained. This includes, but is not limited to, notifying the property staff when smoke detectors, appliances, or plumbing require minor repairs or maintenance. Charges for damages (beyond normal wear and tear) caused by the resident, residents' guests or residents' service providers will be assessed and will be due within 30 days.

## **SMOKE DETECTORS**

Dismantling of smoke detectors is strictly prohibited.

## **SMOKE FREE HOUSING POLICY**

Due to the increased risk of fire, and the known health effects of secondhand smoke, the owner/agent has established a Smoke Free Housing policy for all residents effective February 1, 2018.

As of February 1, 2018, smoking is prohibited in any area of the property, private, public and common, whether enclosed or outdoors. This policy applies to all owners, property staff, applicants, residents, guests, and service providers.

"Smoking" shall include the inhaling, exhaling, or carrying of any lighted cigarette, e-cigarette, cigar, pipe, other tobacco product, marijuana including medical marijuana, herbal smoking products "Legal Weed" or products known as "bath salts" or other legal or illegal substance.

### **A. Regulations of Smoking Indoors**

- (1) Smoking shall be prohibited in all indoor areas of Lyngblomsten Apartments. This includes, but is not limited to, the community building, all common areas, individual apartments, hallways, stairs, elevators, restrooms, motor vehicles owned or leased by Lyngblomsten Apartments, and any other enclosed areas.

### **B. Regulation of Smoking Outdoors**

- (1) Notwithstanding the above prohibition on smoking in enclosed areas, the owner/agent shall also prohibit smoking in all outdoor areas, including, but not limited to parking lots, outside doorways, individual apartment decks, balconies and patios.
- (2) A designated smoking area will be provided on the south end of the building near Almond avenue. This is an area that is physically accessible to all residents, and located a reasonable distance from any apartment to ensure that smoke does not enter enclosed areas.



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- (3) Residents, guests and service providers are required to dispose of cigarette butts, matches and garbage in the appropriate dispensers maintained in the designated smoking area.
- (4) Residents, guests and service providers are allowed to use the outdoor designated smoking area at any time, but must not infringe on any resident's right to the quiet enjoyment of their apartment.

### **C. Communication of Smoke Free Housing Policy**

- (1) The Smoke Free Housing Policy of Lyngblomsten Apartments shall be communicated by the owner/agent and/or property staff to all current employees, residents, and applicants at least 60 days prior to its effective date.
- (2) The policy will be communicated to new staff at the time of employment and to new residents at application or prior to admission and/or prior to the signing of a lease.
- (3) Vendors will be notified at the beginning of any engagement
- (4) It is the responsibility of the resident to notify any guest, service provider hired by the resident or a resident's representative, of the Smoke Free Housing Policy.

### **D. Enforcement of The Smoke Free Housing Policy**

- (1) All residents understand that enforcement of the Smoke Free Housing Policy and all other policies is the responsibility of the owner/agent and the property staff. Residents will not "self-police" the property. Under no circumstances will a resident approach another resident, a resident's guest or a service provider to inquire about smoking or attempt to stop smoking on the property.
- (2) If a resident witnesses or suspects that a non-exempt resident is smoking, the proper action is to advise the property staff during normal business hours.
- (3) If a resident witnesses or suspects that another resident's guest, service provider or representative is smoking, the proper action is to advise the property staff during normal business hours.
- (4) Approaching a resident to enforce the lease or house rules is considered "tenant on tenant" harassment and is strictly prohibited. This action is grounds for termination of tenancy (eviction).
- (5) The owner/agent and/or property staff is not required to take steps in response to unauthorized smoking unless the owner/agent and/or property staff knows of said smoking or has been given written notice of said smoking. The owner/agent and/or property staff will accept such notice in an equally effective format, as a reasonable accommodation, if there is the presence of a disability.

### **E. Landlord Not a Guarantor of Smoke-Free Environment**

- (1) Each resident acknowledges that the owner/agent adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, do not make the Landlord or any of its managing agents the guarantor of the resident's health or of the smoke-free condition of the resident's unit and the common areas.
- (2) The owner/agent and/or property staff shall take reasonable steps to enforce the smoke-free terms of its leases/house rules and to make the complex smoke-free.

**Failure to comply with the Smoke-Free Housing Policy will be considered a material lease violation.**



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Nothing in the rules above shall be construed to restrict the power of any county, parish, city, municipality, town, or village to adopt and enforce additional local laws, ordinances, or regulations that comply with at least the minimum applicable standards to establish smoke-free public places.

If the owner/agent receives a complaint, the head-of-household will be notified that there has been a complaint about smoking. The resident will be reminded that there is a smoke-free policy. If there is a second complaint, the head-of-household will be notified and will receive notice of a formal complaint. If there is a third complaint, the household will be issued a notice of lease violation and all adult household members must meet with the property staff. All adult household members must agree to ensure that all household members, guests of the residents and service providers hired by the residents will comply with the policy. If household members do not agree to comply, the owner/agent will begin the process to terminate tenancy (evict) in compliance with HUD's guidance. If the household members agree to comply, yet there is another complaint, the owner/agent will begin the process to terminate tenancy (evict) in compliance with HUD's requirements.

### **USE OF MARIJUANA – FEDERALLY FUNDED PROPERTY**

Regardless of the purpose of legalization under state law, the use of marijuana in any form, is illegal under the Controlled Substances Act (CSA) and therefore is an illegal controlled substance under Section 577 of the Quality Housing and Work Responsibility Act of 1998 (QHWRA). Based on federal law, new admissions of marijuana users are prohibited.

QHWRA requires that owner/agents establish lease standards that prohibit admission based on the illegal use of controlled substances including state legalized marijuana. State laws that legalize medical marijuana directly conflict with QHWRA and thus are subject to federal preemption.

Residents are prohibited from using marijuana (even in a smokeless manner).

If HUD rules change, the property House Rules may be edited to conform to the policies set forth by HUD.

### **USE OF SMOKE-FREE TOBACCO PRODUCTS**

The use of any chewing tobacco or "dip" (oral tobacco products) will be prohibited from all public and common areas including, but not limited to, the management office, community room, any areas where meals are prepared or served, laundry room, walkways and recreational areas. The policy applies to all property staff, residents, residents' guests, residents' service providers, contractors and visitors

### **PETS & ASSISTANCE ANIMALS**

All animals must be registered and approved BEFORE they are allowed to live in the unit. This rule applies to pets and to assistance animals (including companion animals). All adult household members must agree to abide by the property Pet Rules.



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The pet rules require residents who own dogs or cats (pets) or keep dogs or cats (pets) in their units to pay a refundable pet deposit. This deposit is in addition to any other financial obligation generally imposed on residents of the property.

The owner/agent will use the pet deposit only to pay reasonable expenses directly attributable to the presence of the pet on the property. Such expenses would include, but not be limited to, the cost of repairs and replacement to the unit, fumigation of the unit, and the cost of animal care facilities.

The owner/agent will return the unused portion of a pet deposit to the resident within a reasonable time after the resident moves from the property or no longer owns or keeps a household pet in the unit.

The pet deposit will not exceed \$300.00. A \$50.00 initial pet deposit is required at the time the pet is brought on to the premises. The resident will be required to pay the remaining balance in increments of \$10.00 per month until the \$300.00 pet deposit is collected. Residents are allowed to pay the entire pet deposit in increments greater than those described if he/she chooses to do so.

Property staff will report the presence of an animal in the unit if there is no prior approval.

The animal must be removed within seventy-two (72) hours of the notice or the property staff will contact animal control to remove the animal. Any costs associated with the removal of the animal are the responsibility of the resident. The owner/agent is not responsible for the health or well-being of the animal.

Residents must notify the owner/agent if they plan to care for an animal in the unit temporarily. A resident may provide temporary care for an animal as long as such care does not last longer than two weeks (consecutive days or cumulative days – for any single animal or combination of animals) in any one year period.

If there are extenuating circumstances, the resident must receive an exception, in writing, **prior to housing the animal.** Even so, the animal must meet the standards, regarding number of animals, size, breed and behavior, established in the Pet Rules.

Service animals, companion animals and therapy animals (all will now be called “assistance animals”) are not considered pets. If resident wishes to request an assistance animal, review and follow the process to request a reasonable accommodation and to request an animal. **The request must be submitted and approved before the resident is allowed to house an assistance animal.**

The need for the assistance animal will be verified if the need for the assistance animal is not readily apparent and proper documentation must be executed **BEFORE** an assistance animal



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is moved in to the unit. The resident must agree to abide by the Assistance Animals Rules established for residents of this property.

### **HOME-BASED BUSINESS**

A home-based business is defined as an income earned activity that is engaged in as more than a hobby and where no offsite space is leased, rented or used as the majority location for the conduct of the business.

All home-based businesses must comply with local laws or ordinances governing such businesses located in a residence. It is the responsibility of the resident to be familiar with such laws or ordinances.

The owner/agent and/or property staff reserves the right to determine if a home-based business is allowable or not based on the impact of the business to the physical condition of the unit and the impact on the right to the peaceful and quiet enjoyment of the property by the surrounding residents. Sewing, consulting, and data entry are examples of allowable home-based business ventures.

No home-based business that uses chemicals (such as hair and nail cosmetology) or the manufacture of products in the home (such as woodworking, metalworking) is allowed.

No home-based business that causes disturbances to other residents (activities that create loud or annoying sounds, noxious odors, etc.) is allowed.

Daycare, either for children or adults is not permitted. Daycare requires special licensing and monitoring would create an undue burden on the owner/agent and/or property staff. Occasional "sitting" is allowed, but must conform to the guest/visitor policies.

If a resident has an allowable home-based business as defined above, the resident will be aware of and obtain and keep current any federal, state or locally required licenses, permits, insurance or any other required documentation that such an occupation or business would be required or reasonably expected to maintain. The owner/agent and/or property staff will not be responsible for failure on the part of the resident to comply with any of these requirements.

Upon request, the resident will provide evidence with compliance of the above. Upon notice, the resident agrees to terminate any such practices until the requirements listed above are met and documentation provided.

Employees and/or patrons of a home-based business may not use the property parking to address daily parking needs. Occasional parking is allowed. However, no more than two parking spaces may be used for the non-resident employees or patrons of any home-based business at any given time. **The owner/agent is not responsible for the safety or security of vehicles parked by patrons or employees of a home-based business.**

Any income from the home-based business will be reported in compliance with the HUD lease. The owner/agent and/or property staff is not responsible for determining the gross or net



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income from a business. This must be provided in a generally accepted manner such as providing a financial statement or tax return showing net income. If a resident is unable to provide such verification, the owner/agent will include the gross income from the business when determining the assistance payment.

### **SOLICITATION/SALES**

For reasons of both security and respect for privacy, solicitations and sales are limited. Residents may request to have general solicitations posted on the property bulletin board or posted on other bulletin boards throughout the property and in the property elevators. Residents are prohibited from distributing advertisements, solicitations, invitations or other like materials under resident's on or under residents' doors. Certain exceptions apply in relation to notification regarding tenant meetings.

Residents are permitted to sell commercially endorsed home products, such as Tupperware, Avon, etc. Residents may provide information about these products to other residents by posting notice of the availability of those products on the resident bulletin board. (Property staff will monitor postings to ensure compliance with federal and state equal opportunity requirements and to ensure compliance with state and local laws.)

Residents may sponsor housewares, home decorating and other appropriate parties in their apartments in accordance with these House Rules. Other residents may be invited, but not pressured, to attend.

Residents are responsible for the behavior of guests at any event sponsored by the resident.

Resident(s) are not allowed to sell cigarettes, beer, or wine, or any other controlled or illegal items out of their apartment. **Such activity is considered a material lease violation.**

Garage and yard sales are prohibited unless approved by the property staff.

Under no circumstances may residents make calls on other residents to sell products without having been specifically requested to call.

The owner/agent does not permit sales persons who are not residents of the property to call on residents unless a resident has specifically invited the individual to call.

### **CRIMINAL ACTIVITY**

The regulations at 24 CFR 5.858, 5.859 and 5.860 set forth required provisions that Owners must incorporate into their leases that provide for termination of tenancy.

Owners have the discretion to terminate the tenancy and the lease must provide grounds for terminating the lease for drug-related criminal activity engaged in on or near the premises, by any resident, household member, or guest, and any such activity engaged in on the premises by any other person under the resident's control. (See the definitions of premises, guest and



## Lyngblomsten Apartments House Rules

other person under the resident's control.) The definitions below are in accordance with the regulations at 24 CFR 5.100.

In compliance with HUD requirements, the owner/agent and/or property staff maintains zero tolerance for drug-related or other criminal activity. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, or use of an illegal drug or controlled substance, or the possession of an illegal drug or controlled substance with intent to manufacture, sell distribute or use the illegal drug or controlled substance. Residents are strictly responsible not only for themselves but also for any drug-related criminal activity by visitors and household members in and around the community regardless of whether the resident knew, or should have known, of the drug-related criminal activity.

***Even a single violation of the zero tolerance policy will constitute a material violation of the lease and will be grounds for eviction in accordance with HUD guidance originally published in HUD Housing Notice 02-22. A criminal conviction of a drug offense is not necessary to establish a material violation of the lease; a preponderance of the evidence is sufficient.***

***In accordance with the regulation at 24 CFR 5.861, the Landlord may terminate tenancy and evict the resident through judicial action for criminal activity by a covered person if the Landlord determines that the covered person has engaged in the criminal activity, regardless of whether the covered person has been arrested, or convicted for such activity and without satisfying a criminal standard of proof of the activity.***

### **SEX OFFENDERS**

*Note: These rules apply to any household member who was subject to a lifetime sex offender registration requirement at admission and was admitted after June 25, 2001. For admissions before June 25, 2001, there is currently no HUD statutory or regulatory basis to evict or terminate the assistance of the household solely on the basis of a household member's sex offender registration status.*

HUD prohibits providing housing assistance to anyone who is subject to a state lifetime sex-offender registry. The owner/agent has opted to make that rule more restrictive by prohibiting any sex offender registrant from living on the property.

If an owner/agent and/or property staff discovers that a household member is a registered sex offender and was admitted in error, the owner/agent and/or property staff will immediately pursue termination of assistance and termination of tenancy. The owner/agent and/or property staff will first offer the family the opportunity to remove the ineligible (sex offender) family member from the household.

If the family is unwilling to remove that individual from the household, the owner/agent and/or property staff must pursue termination of assistance and termination of tenancy for the household in accordance with HUD instruction.



## Lyngblomsten Apartments House Rules

**If the owner/agent has good cause (i.e. notification from a state sex offender registry or law enforcement agency), all household members acknowledge that sex offender screening can be conducted by the owner/agent and/or property staff or by HUD or HUD's representatives.** If it is discovered that any household member is subject to registration on any state sex offender registry, the owner/agent and/or property staff and/or HUD will immediately notify the household that they have the option to remove the sex offender or the owner/agent and/or property staff will pursue termination of assistance and termination of tenancy.

If the household indicates that the sex offender is permanently moving out of the unit, the owner/agent must be able to verify alternative permanent residence within five (5) business days in accordance with the Verification of Household Composition section of these House Rules. Self-certification is not acceptable verification in this case.

### **DISTURBANCES OR INQUIRIES INVOLVING LAW ENFORCEMENT**

Residents are expected to contact law enforcement if they witness any illegal activity or if they feel they are in need of law enforcement intervention or protection.

If any law enforcement agency is called to the property because of any type of illegal disturbance and/or criminal violations caused by a resident, such incident shall be investigated by the owner/agent and/or property staff. If it is determined that a resident was involved in criminal activity and/or other illegal behavior, this will be considered **a material violation of the lease.**

Law enforcement has the right to enter the property and the power to make arrests as needed within the law. At the local level, property is under the jurisdiction of the Saint Paul Police Department. For emergencies, call 911.

Law enforcement responses to serious disturbances and/or criminal violations where the resident, a resident's guest or a resident's service provider is involved in illegal activity **is considered a material lease violation.**

The termination of the lease agreement will be conducted as allowed by the terms of the lease agreement and local, state, and federal law, including the provisions provided through the Violence Against Women Act (VAWA).

### **PUBLIC CONSUMPTION OF ALCOHOL**

Residents, guest and service providers are expected to behave responsibly with respect to the use of alcoholic beverages. Residents who engage in disruptive behavior as a result of their use of alcohol, or who fail to prevent such behavior by their guests or service providers, will be considered to be in violation of the lease.

### **WEAPONS & FIREARMS**

All firearms are prohibited on the Lyngblomsten Campus.



# Lyngblomsten Apartments House Rules

## **MANDATORY MEAL PROGRAM**

There is a Mandatory Meal program agreement. Please refer to this agreement for details.

## **PORTABLE OXYGEN TANKS**

**Smoking or burning of any product that produces a flame is prohibited inside any apartment if an oxygen tank or concentrator is present anywhere in the apartment. Use of other devices that may create a fire hazard in such circumstances is also prohibited. Resident agrees to become familiar with and comply with all safety precautions associated with use of portable oxygen.**

If a portable oxygen tank is in use, residents must keep the tank at least thirty (30) feet from any designated smoking area and/or thirty (30) feet from where smoking is occurring. This rule also applies to proximity to other open flames such as barbeque grills.

There are a few simple precautions that can be taken to create a safe home environment when using oxygen.

- Oxygen canisters should be kept at least 5-10 feet away from gas stoves, lighted fireplaces, woodstoves, candles or other sources of open flames.
- Do not use electric razors while using oxygen. (These are a possible source of sparks.)
- Do not use oil, grease or petroleum-based products on the equipment. Do not use it near you while you use oxygen. These materials are highly flammable and will burn readily with the presence of oxygen. Avoid petroleum-based lotions or creams, like Vaseline, on your face or upper chest. Check the ingredients of such products before purchase. If a skin moisturizer is needed, consider using cocoa butter, aloe vera or other similar products. For lubrication or rehydration of dry nasal passages, use water-based products. Your pharmacist or care provider can suggest these.
- Post signs in every room where oxygen is in use. Make sure that absolutely NO SMOKING occurs in the home or in the car when oxygen is in use.
- Secure an oxygen cylinder to a solidly fixed object to avoid creating a missile out of the tank. This might happen if it was accidentally knocked over and gas was allowed to escape.
- Use caution with oxygen tubing so you do not trip over it or become entangled in furniture.
- Be familiar with the equipment and the safety checks established by the medical equipment provider. Keep their contact telephone numbers, and the numbers for other emergency services, posted near a phone. Do not try to repair broken equipment on your own. Request this service from the oxygen provider.
- Make sure smoke detectors in the home are working. Have fresh batteries installed. Perform monthly checks. Have a fire extinguisher available in the home as well. (Use type ABC.) Create and practice an escape and rescue plan in the event of a fire.
- Notify the local fire department, gas and electric companies and telephone company when home oxygen therapy is started. Request a "priority service listing." This is for those times when there is a power or telephone failure or repairs are needed on any utility.



## Lyngblomsten Apartments House Rules

### **Because of the extreme risk to other residents, unsafe use of portable oxygen tanks and other such devices is considered a material lease violation.**

#### **FIRE SAFETY INFORMATION**

A copy of your community's fire plan will be provided. This information is vital and should be carefully reviewed with the entire household. Residents are encouraged to contact the property staff with questions regarding the fire plan.

In multiple floor buildings, the property staff will conduct fire drills designed for resident safety. Residents must participate in these drills, if present. Residents shall take every precaution against fire.

#### **EXTENDED ABSENCES FROM THE APARTMENT**

Residents may be absent from their apartment (other than for medical reasons) for no more than sixty (60) cumulative days, *not necessarily consecutively*, in any six (6) month period.

In cases of illness or confinement in a hospital or nursing care facility, for a resident who is the sole member of a household, a resident may be absent from her/his apartment for up to one-hundred eighty (180) days when a licensed medical professional, familiar with the resident's condition, will verify that a return to the unit will occur within the one-hundred eighty (180) days.

The unit may not be occupied by a person who is not a part of the lease/household (as indicated on the current HUD Form 50059) while the resident is absent unless the owner/agent has given permission in writing. Such permission will be given under limited conditions, such as in consideration of the Sailors and Soldiers Act, a request by local law enforcement, a reasonable accommodation, or other extenuating circumstances.

#### **ABANDONMENT OF A UNIT**

If the owner/agent and/or property staff does not receive written notice of an extended absence from a household member, the owner/agent and/or property staff shall consider the household to have abandoned the unit if any of the following occur:

- The owner/agent and/or property staff or property staff has reason to believe the unit has been unoccupied for more than 14 consecutive days
- Another resident or staff reports/confirms that there has been activity that indicates that the resident has moved
- Rent is more than five (5) days past due and there has been no contact from the resident or the resident's representative as appropriate
- The household has not acknowledged or responded to requests for communication and/or meetings
- The owner/agent has sought and obtained a court order to enter the unit in the case of suspected abandonment



## Lyngblomsten Apartments House Rules

- The owner/agent has credible information to believe the sole household member has been incarcerated, admitted for extended hospitalization or has died

Subject to local tenant/landlord requirements, if a unit is thought to be abandoned, property staff will:

- Attempt to contact the residents by phone or other communication for one (1) business day
- Enter the unit to conduct an emergency inspection

If household members do not respond to the property staff's attempts to contact the resident, the owner/agent and/or property staff will take appropriate steps to have the unit declared abandoned. The owner/agent and/or property staff will take legal action, including termination of assistance, and eviction.

### **INCARCERATION**

If the owner/agent or property staff discovers that a resident has been incarcerated the property staff will review the current criminal screening criteria included in the current resident selection plan. If the resident has been convicted of any of the crimes that would constitute denial of a new applicant, the owner/agent and/or property staff will immediately begin the process to terminate tenancy. This may include contacting the remaining household members, in accordance with HUD requirements and beginning the process to remove the resident from the household.

If the incarcerated resident is the sole household member, this may mean starting the process required when a unit is abandoned.

### **REMOVAL OF PERSONAL PROPERTY IN THE EVENT OF DEATH, ABANDONMENT OR INCARCERATION**

Upon notification of death, or incarceration of a sole household member or in the case of abandonment, all locks providing entry to the individual apartment will be changed. The owner/agent reserves the right to initiate eviction, as required, in order to take possession of the unit.

Unless previously established, the owner/agent and/or property staff will require legal authorization before allowing unit contents to be removed by family or other representatives. Examples of legal authorization include but are not limited to:

- Executor of the will
- Permission from Probate Court
- Court ruling

Upon confirmation of abandonment of the unit, and/or once the owner/agent has received an eviction order, the property staff will take written and photographic inventory of property in the unit and remove the contents from the unit so that it may be prepared for another family. The contents will be stored for the greater of thirty (30) days or the amount of time dictated by local laws. Perishable items, food items and live plants will be removed but not stored. Animals will



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be removed based on the Pet Policy and/or the Assistance Animal Policy. The owner/agent and/or property staff is not responsible for any loss or damage to property during transfer from the unit to the storage facility.

Subject to local requirements, if it is discovered that the contents of the unit are infested (e.g. lice, bed bugs, fleas, etc.), the contents will be removed, treated and/or disposed of based on guidance from a licensed pest control provider. Cost of damage caused by such infestation will be charged to the resident or the resident's estate

Cost of moving and storage and treatment/disposal will be charged to the resident or the resident's estate.

**Death of a Sole Household Member:** In the case of death of a sole household member, personal belongings from the apartment must be removed within fourteen (14) days following the date of death.

HUD regulations allow subsidy to continue for fourteen (14) days after the date of death. In the case of death of a sole household member, the resident or the resident's estate will be charged current market/contract/operating rent beginning on the fifteenth (15th) day after death.

In the event that the apartment has not been cleared of personal items within fourteen (14) days following death or abandonment, the owner/agent and/or property staff reserves the right to take legal possession of the apartment as specified by federal, state, or local landlord/tenant laws. The owner/agent and/or property staff will dispose of the property or consolidate it as defined by local law.

### **RENT & OTHER PAYMENTS**

Rent is due on or before the first (1<sup>st</sup>) day of the month and no later than the seventh (7<sup>th</sup>) day of the month.

Payments may be submitted at the management office during regular business hours.

Methods of payment include personal check, a cashier's check, bank check, and money order. All payments received will be applied to the oldest balance of rent due.

Rent paid after close of business on the seventh (7<sup>th</sup>) day of the month will be considered late.

If the resident is returning "assistance-paid-in-error" to HUD via the owner/agent, payments will be applied based on the repayment agreement and HUD rules as outlined in the HUD's current publications.

### **HOUSEHOLDS CLAIMING ZERO OR IRREGULAR INCOME**

There may be situations when a household does not have any income. If household members certify zero income on the 50059, all adult household members agree to arrange a meeting with the property staff every quarter. This meeting must be scheduled and conducted during

## Lyngblomsten Apartments House Rules

regular business hours in March, June, September and December. Residents will receive one reminder notice at the beginning of the appropriate month.

There may be cases where a resident's income is irregular and it is difficult to determine annual income. For example, such is the case with substitute teachers, people who work for temporary staffing agencies, and people with seasonal work such as people who work in construction or in the agricultural industry. At the property staff's discretion, if a resident's employment history indicates that the income is irregular, and the property staff determines that income should be reviewed more frequently than once per year, the resident agrees to more frequent review (no more than once quarterly unless requested by the resident).

### VISITORS / GUESTS

Visitors/guests are welcome as long as they:

- Abide by property lease and property rules
- Abide by federal, state and local laws
- Do not pose a threat to any resident or property staff
- Do not disturb the peace and quiet comfort of other residents
- Do not interfere with management or maintenance of the property
- Are not unauthorized residents

Visitors/guests are defined as any person not on the lease, application or HUD Form 50059 regardless of age or relationship.

Visitors/guests may stay with the resident on an occasional basis not to exceed thirty (30) cumulative days/nights in any six (6) month period.

If a resident is disabled and requires a reasonable accommodation to allow a guest to stay more than thirty (30) cumulative days/nights during a six (6) month period, the accommodation must be requested and approved **before** the guest is allowed to remain longer than the above-mentioned timeframe.

The number of overnight guests is limited to the local occupancy standards for the unit size plus one.

Service providers, such as a care-giver, are not defined as visitors or guests, but must be registered with the property staff if they will be present on the property for more than thirty (30) cumulative days/nights in any twelve (12) month period.

Residents are responsible for all actions of their service providers, guests or visitors while on the property.

Unauthorized persons are subject to arrest for trespassing and/or loitering pursuant to the local penal code.



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Guest and visitors will be allowed access to the community rooms or other common areas when the resident is present. Guests may take advantage of other common service areas such as laundry rooms and designated smoking areas as long as their presence does not interfere with use and peaceful enjoyment by residents who are part of a lease. Residents are responsible for the actions of their guests.

If a person is present on the property more than the number of days/nights outlined above, the resident (HOH) will be required to meet with the owner/agent and/or property staff to determine if an unauthorized resident is part of the household. Notice will be provided and this meeting will be conducted in accordance with HUD guidelines.

If the owner/agent suspects that a guest should actually be classified as a resident, the owner/agent will request a meeting with the head-of-household. In accordance with HUD requirements, the resident will have ten (10) days to meet with the owner/agent. Failure to respond to the request to meet will result in termination of tenancy beginning the first of the month following the 10-day notice.

The resident will be given the option to add the person to the household if the unauthorized person meets eligibility and screening criteria and if the unit size will accommodate the addition of a household member. The resident can provide proof of alternative permanent residence for the unauthorized guest or, if the initial lease term has been fulfilled, the resident may provide a 30-day notice to vacate. Any housing assistance paid in error will be returned to HUD.

The owner/agent and/or property staff may pursue termination of tenancy and pursuit of fraud.

If the owner/agent suspects that a guest is actually living in the unit, the owner/agent will ask for verification of alternative residence. Samples of such verification include one or more of the following:

- Verification with the United States Postal Service that no mail, for the guest, is delivered to the unit address
- \*A current government issued photo ID for the "guest" with an alternative address
- \*A current lease indicating an alternative residence
- \*A current utility bill in the person's name showing an alternative address
- \*A current insurance policy or other such invoice/bill showing an alternative address

*\*Additional verification may be conducted by the owner/agent.*

In addition, the resident(s), indicated on the lease, must sign a notarized statement confirming that the guest does not violate the guest policy as indicated above and does not reside in the unit.



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**Please note, in accordance with HUD requirements, any resident who knowingly allows an ineligible person to live in the unit is not qualified to receive HUD housing assistance for two years.**

### **TIMING OF NOTIFICATION OF CHANGE IN EMPLOYMENT, INCOME OR HOUSEHOLD COMPOSITION**

To ensure that assisted residents pay rents commensurate with their ability to pay, residents must supply information requested by the owner/agent, property staff or HUD for use in an interim recertification of family income and composition in accordance with HUD requirements. All residents **must** notify the property staff within thirty (30) days when:

- A current household member moves out of the unit
- A child under six (6) years of age is added to the unit
- A previously unemployed household member becomes employed
- Household income increases by \$200 or more per month

Residents may request an interim certification due to any changes occurring since the last certification that may affect the resident rent and assistance payment. Changes a resident may report include the following:

- Decreases in income including, but not limited to, loss of employment, reduction in number of hours worked by an employed family member, and loss or reduction of welfare income;
- Increases in allowances including, but not limited to, increased medical expenses, and higher child care costs; and
- Other changes affecting the calculation of a family's annual or adjusted income including, but not limited to, a family member turning 62 years old, becoming a full-time student, or becoming a person with a disability

Residents **are not** required to complete an interim certification solely because a family member turns eighteen (18) years of age between annual certifications. However, that new adult household member must meet with property staff within thirty (30) days to sign required forms such as HUD Forms 9887/9887A and the required HUD lease. Failure to do so will result in termination of assistance for the entire household.

Residents must receive approval **before** a new household member six (6) years of age or older moves in to a unit. This includes live-in aides.

### **Failure to notify the owner/agent and/or property staff is considered a material violation.**

All household members must be eligible and must meet current screening requirements in order to be approved to move in to the unit.

Other changes must be reported to the property staff within thirty (30) days of the effective date of the change. Failure to report changes that create a rent increase, within thirty (30) days, will result in a retroactive rent increase effective the first day of the month following the date of the change. The resident will be responsible for returning any assistance paid in error.



## Lyngblomsten Apartments House Rules

The owner/agent must return assistance paid in error to the Department of Housing and Urban Development.

Failure to report changes, within thirty (30) days that result in an increase of assistance and a reduction of rent will result in a rent change effective the first day of the month following the discovery/notification of the change. In accordance with HUD rules, the reduction in rent payment will NOT be retroactive.

Any assistance paid in error must be returned to HUD.

### **ADDING OR REMOVING HOUSEHOLD MEMBERS**

In compliance with HUD's Rental Housing Integrity Improvement Project (RHIP), the owner/agent will make every effort to ensure that the correct assistance is provided to those who seek housing assistance.

One of the key requirements, at application and during residency, is to disclose who will be living in the unit at any given time. It is important to understand the difference between a resident and a guest.

Residents are strictly prohibited from allowing anyone to move in to the unit without the express written permission from the owner/agent.

The owner/agent and/or property staff must apply screening criteria, as described in the resident selection plan, to persons proposed to be added to the household, including live-in aides. In addition, certain eligibility requirements must be reviewed before anyone is allowed to move in to a unit included in a HUD housing assistance contract.

In order to avoid attempts to bypass the waiting list, the owner/agent will not approve the addition of an adult household member if the residents residing in the unit are being evicted or are expected to move.

In order to remove a household member, the resident must provide a notarized statement to that effect. It is preferred, but not required, that the person leaving the unit sign the statement as well. The owner/agent will verify that the resident actually moved out. Samples of such verification include one or more of the following:

- Verification with the United States Postal Service that no mail for the person is delivered to the unit address
- \*A current government issued photo ID for the "guest" with an alternative address
- \*A current lease indicating an alternative residence
- \*A current utility bill in the person's name showing an alternative address
- \*A current insurance policy or other such invoice/bill showing an alternative address

*\* Additional verification may be conducted by the owner/agent.*



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**Children/Minors:** When children are included as part of the household, the following will be required.

For children who are born, adopted or in foster care or in another legal custodial relationship with an existing household member, the owner/agent requires the following:

- Social Security Number and proof that the number is valid
  - For children five years old or younger - must be provided within ninety (90) days or owner/agent is required to initiate termination of tenancy. An additional ninety (90) may be provided if extenuating circumstances exist
- Proof of age/legal custodial arrangement
  - Birth certificate indicating that a household member is a parent; or
  - Adoption paperwork indicating that a household member is a parent as appropriate; or
  - Verification from the foster agency indicating the unit as the primary residence of the foster child as appropriate; or
  - Other documents proving legal custody arrangement as appropriate

For children who are not part of a legal custody arrangement who will be living in the unit, the owner/agent requires:

- Social Security Number and proof that the number is valid
  - For children five years old or younger - must be provided within ninety (90) days or owner/agent is required to initiate termination of tenancy. An additional ninety (90) may be provided if extenuating circumstances exist
- Two forms of proof that the child resides with a member of the household
  - Verification from a government organization indicating that the unit will be the primary residence for the minor (examples include but are not limited to school records, children services agencies, foster programs, etc.)
  - Verification from a medical professional in the know indicating that the unit will be the primary residence for the minor
  - Verification from a social service organization indicating that the unit will be the primary residence of the minor (examples include but are not limited to homeless shelters, shelters for victims of domestic violence, etc.)
  - A signed, notarized statement from an adult household member claiming guardianship of the minor child

The owner/agent does not and will not establish policies intended to exclude children. If none of the household members can provide documentation for minors, as described above, the owner/agent will meet with the resident to discuss reasonable alternatives. The owner/agent will be the final judge of what is considered adequate documentation proving household composition/residency.



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### **INVOLUNTARY REMOVAL OF A HOUSEHOLD MEMBER**

If a resident is required to leave, based on the lease, House Rules, Pet/Assistance Animal Rules or for another reason, the owner/agent must be able to verify alternative permanent residence within five (5) business days in accordance with the Verification of Household Composition section of these House Rules. Self-certification is not acceptable verification in this case.

Failure to provide adequate documentation to verify removal of a household member may result in termination of housing assistance and/or termination of tenancy. HUD rules regarding special protections, such as those protections provided under the Violence Against Women Act, apply.

If a household indicates that one or more members has been removed from the lease, the owner/agent will accept such notification from the head-of-household if it is provided on a notarized form provided by the owner agent.

If the household has been notified of termination of tenancy because a member is registered as a sex offender in any state lifetime sex offender registry, the owner/agent will take extra steps to ensure that the sex offender is not housed in any unit on the property. The household will have to provide documentation to prove that the sex offender will live at another location. Acceptable documentation includes, but is not limited to:

- Confirmation from a landlord with copy of an executed lease
- Confirmation from local police
- Confirmation from anyone who maintains sex offender registries including but not limited to:
  - Dru Sjodin Sex Offender Registry
  - Megan's List
  - State or Federal Sex Offender Registries
- New driver's license with new address

Information will be confirmed for up to one year after the sex offender has moved-out. Longer timeframes may apply if the owner/agent has reason to suspect that the sex offender may attempt to live on the property.

If it is discovered that the household allowed any registered sex offender to live in the unit, the resident must understand that he/she is not qualified to receive subsidy or live on the property. All subsidy paid-in-error must be returned to HUD.

### **Allowing a registered sex offender to live in the unit as an unauthorized resident is considered a material lease violation.**

If a lease is bifurcated or if a resident is evicted from the property because of an act covered under the Violence Against Women Act, the person will be permanently barred from the property. Inviting a person evicted because of an Act covered under the Violence Against

## Lyngblomsten Apartments House Rules

Women Act or encouraging such person to remain on the property is a lease violation. The resident agrees to notify the owner/agent and/or the local authorities.

### **LIVE-IN AIDES**

A live-in aide must meet HUD's definition of a live-in aide:

- Is essential to the care and well-being of the resident
- Is not dependent on the resident for support
- Is only living in the unit to provide essential support

If a resident or applicant requests a live-in aide, the owner/agent is required to verify the need for a live-in aide using third-party verification.

Live-in Aides are required to complete the Live-in Aide Questionnaire. The information on the Live-in Aide Questionnaire will be verified and the prospective live-in aide will be screened in accordance with the resident selection plan in place at the time of review. The live-in aide will not be screened for the "ability to pay rent" since the live-in aide is not responsible for rent payment.

The live-in aide must be approved and must sign the House Rules and the HUD-approved Live-in Aide Addendum before move-in. The owner/agent must sign a revised 50059 before the live-in aide is allowed to move-in.

If a live-in aide moves in prior to screening and prior to signing required forms, the owner/agent will issue a notice of lease violation and may pursue other action including, but not limited to eviction of the live-in aide, termination of assistance and/or termination of tenancy.

### **UNIT TRANSFER POLICIES**

The owner/agent will accept requests for transfer based on the following:

- 1) There is a need for a unit transfer because of a change in household size and/or composition
- 2) There is a need for a unit transfer based on the verified need for an accessible unit
- 3) There is a verified medical need for a different unit.
- 4) There is a need for a unit transfer of a household that does not require the accessibility features of a unit in which they are living

Existing residents must complete a Unit Transfer Request. The Unit Transfer Request must be completed and signed by the head of household and all adult household members who wish to move.

The owner/agent will accept the Unit Transfer Request in an equally effective format, as a reasonable accommodation, if there is the presence of a disability. Special consideration is given when the unit transfer is requested because there is:

1. A verified medical need for a different unit



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2. A verified need for an accessible unit
3. There is a need for a unit transfer of a household that does not require the accessibility features of a unit in which they are living to accommodate a disabled resident/applicant on the waiting list.
4. A change in household size that makes the current unit too large or too small for the family based on the owner/agents occupancy standards

Except in cases described above, unit transfer requests will not be considered for at least one year.

Unit transfers will be granted only if:

1. The household has not given notice to move
2. The resident is not being evicted
3. The resident is current for all outstanding charges
4. The resident has not entered in to a repayment agreement for failing to fully and accurately report income or household composition
5. The resident has no record of more than one minor lease violation in the last twelve (12) months
6. The resident has no record of any major lease violations within the last twelve (12) months
7. The resident complies with lease provisions regarding decent safe and sanitary conditions of the current unit

A household living in an apartment too large for its needs will not be required to move if there are no applicants waiting for the bedroom size to be vacated.

An appropriate sized unit will be available before the resident household is required to move. At that time, the household will have thirty (30) days to complete the transfer. The resident will be responsible for the cost of the move.

*Note: In accordance with Section 504 of the Rehabilitation Act of 1973, the owner/agent will assist the resident with moving costs if a unit transfer is granted as a reasonable accommodation. The owner/agent and or property staff must approve moving costs **BEFORE** any such costs are incurred.*

### **SECURITY DEPOSITS, PET DEPOSITS & UNIT TRANSFERS**

When a resident transfers to a new unit with all other household members, the owner/agent will transfer the existing security deposit and pet deposit to the new unit. The resident will receive a bill for fees or damages. This bill must be paid within 30 days.

### **SPLIT HOUSEHOLDS**

If two or more adult household members reside in one unit and one or more adults choose to apply for a separate unit, the members wishing to create a new household will be required to submit an application. The application will be reviewed for eligibility as described in the



## Lyngblomsten Apartments House Rules

property resident selection plan in place at the time of review. If approved, that applicant will receive preference over other non-residents as indicated in the resident selection plan.

### **SECURITY DEPOSITS, PET DEPOSITS & HOUSEHOLD SPLITS**

If a pet remains in the original unit, the pet deposit will remain with the original unit and a new pet deposit will be collected for the new unit.

If all pets are being moved to the new unit, the pet owner/resident will be assessed for damages caused by the pet. The pet deposit will be reduced by charges for those fees and damages and the resident will be required to obtain a pet deposit balance of \$300.00 for the new unit. The resident will be allowed to pay the new pet deposit in \$10.00 monthly payments until the \$300.00 pet deposit balance is reached.

### **HAZARDOUS/INFECTIOUS WASTE DISPOSAL**

*Hazardous* waste, gasoline and any combustible items are not to be stored or disposed of within the apartment or apartment community. All hazardous waste must be disposed of in accordance with city code.

Infectious waste from the use of medical supplies must be handled properly.

Needles and sharps must be packaged in a fashion that would minimize opportunity for contact injury. Needles and syringes must be discarded properly after use. Needles should never be bent, broken or manipulated. These items must be placed in a medical grade sharps container.

### **WHEELCHAIRS, WALKERS, CARTS & SCOOTERS**

*Residents* are responsible for the safe and courteous operation of their mobility aid(s) in public and common areas. Residents are also prohibited from parking these aids in hallways, sidewalks or parking lots where they could obstruct residents' ability to exit in an emergency situation or present a danger to others.

All operators must maintain complete control of their own mobility aid(s) at all times. They must operate their mobility aid(s) so as not to endanger themselves, other residents, staff, or visitors.

For motorized conveyances, all operators must maintain safe speeds when in use within the facility or on its grounds. Safe speeds are defined as no faster than the average walking speed.

Only one (1) person at a time may use any single motorized conveyance. No towing, pushing, or pulling of other objects or vehicles of any sort is allowed on property grounds.



## Lyngblomsten Apartments House Rules

Motorized conveyances must, at all times, yield to pedestrians and appropriately to other conveyances similar to the rules that apply when driving a car.

- Operators must avoid contact with fixed and moveable objects at all times. The cost to repair damage, in a unit or in common areas, caused by operators of a motorized conveyance will be charged to the resident
- Motorized conveyances must not obstruct any resident's ability to come and go and use the common areas in an appropriate and timely fashion
- Operators must maintain, or allow to be maintained, their vehicle in a safe and hygienic condition
- Motorized conveyances must be in good working order.
- Motorized conveyances will be parked only where authorized
- Motorized conveyances can only be charged in designated areas

The owner/agent and/or property staff is not responsible for theft or damage to resident's property.

### **CARS AND/OR OTHER VEHICLES**

Vehicles parked in the property parking lot must have a current registration and insurance at all times. Residents must register each vehicle. At that time, residents must provide a valid driver's license, proof of registration and proof of insurance as required by state law.

Residents may allow their guests or service providers to park vehicles in the property parking lot only while the guest or service provider is visiting the resident. Residents must contact the property manager if any unregistered vehicle will remain on the property for more than two consecutive nights.

Vehicles must be in acceptable condition as defined below in order to park within the community. The following is required.

- Valid Registration and Plates
- Operable/Running
- Utilized on a regular basis (Cannot be parked for more than two weeks without use)
- Not used for storage purposes
- Not leaking fluids (air conditioner condensation is not considered)

Any vehicle that does not meet the above criteria will be removed/towed at the resident's expense.

Residents must comply with standard street laws concerning the vehicle including, but not limited to obeying street signs and speed limits.

Residents will not be allowed to operate or park a vehicle on the property if continued use of their car or any other vehicle does represent a threat to other residents or causes excessive or undue damage to the property.



# Lyngblomsten Apartments House Rules

## **PARKING**

*Residents*, their guests and their service providers have the right to park cars or motorcycles in the property parking lot. Cars, motorcycles or other vehicles will not be parked on curbs, in grass or in other areas that are not specifically designated for parking. The owner/agent is not responsible for the safety or security of vehicles parked in the property parking lot.

Residents are allowed to park one vehicle for each household in an assigned parking spot. Each resident's vehicle must be registered with the property staff. The property staff will require that residents provide a valid driver's license for the primary driver of the vehicle, proof of current DMV registration and proof of current insurance when the vehicle is registered. If a resident is unable to provide the described documentation upon request, the resident will be required to immediately remove the vehicle from the property until such documentation can be provided. If the resident fails to remove the vehicle, the vehicle will be towed at the vehicle owner's expense.

Recreational vehicles, trailers, commercial vehicles (other than police or emergency vehicles), tractor-trailers or semis may not be parked anywhere on the property and will be towed, at the vehicle owner's expense, upon discovery.

Moving vans are allowed to be properly parked in the property parking lot for a maximum of twenty-four (24) hours before or after move-in or move-out.

Vehicles parked improperly in loading or emergency zones and vehicles not abiding by the parking policy will be towed at vehicle owner's expense without notice.

Residents may not conduct automobile or other vehicle repairs in the property parking lot or anywhere else on the property. This does not include services provided by roadside service organizations such as AAA or automobile dealer roadside services.

If a resident demonstrates unsafe driving while in the property parking lot, parking privileges may be revoked. Unsafe driving includes, but is not limited to, accelerating and making tires squeal, jumping curbs, driving on sidewalks, colliding with other vehicles, striking staff, residents, vendors, guests or service providers, and failure to obey stops signs, speed limits or crosswalk regulations. If parking privileges are revoked, vehicles registered to the resident will be towed at the vehicle owner's expense.

Residents are responsible for moving their cars to permit plowing and snow removal. The plow will first clear a pathway around the parking lot for emergency vehicle access. The remainder of the lot will be cleared at a specific time by the property staff.

We have very limited parking during the Minnesota State Fair, only those here to visit a tenant or the office are allowed to park here during the State Fair. **NO ONE** may park here to attend the State Fair. Cars will be towed at the owner's expense.



# Lyngblomsten Apartments House Rules

## **BUILDING ENTRIES**

The owner/agent cannot and does not provide for security of the residents nor the premises. The entry doors are locked to provide controlled access for residents. All residents and visitors must enter at the main entrance to the building. No window or stairwell door shall be used as an entryway.

When guests are expected, it is the host resident's responsibility to be available to admit them. Unauthorized persons are not permitted in the building. If you suspect an unauthorized visitor, contact the on-call staff at the Lyngblomsten Care Center or the police. Upon leaving the building, doors must be closed and locked.

Propping entry doors open to allow unfettered access to the building is NEVER allowed.

## **LAUNDRY ROOM**

Use of the laundry room is restricted to residents, resident guests and persons assisting residents.

The owner/agent and/or property staff is not liable for any lost or damaged clothing.

Resident must use laundry equipment according to its design instructions. The property staff can assist the resident in understanding how to operate any laundry equipment upon request.

Please contact the property staff as quickly as possible if there are concerns about the laundry room or with any of the laundry equipment.

Do not leave washing machines or dryers unattended while washing or drying laundry items? Laundry must be removed immediately from machines when a cycle is complete. Abandoned laundry will be removed and taken to the management office. Abandoned laundry will be disposed of if it is not claimed within 24 hours.

No dyeing or starching is permitted in the machines.

Residents may not use the laundry room or laundry equipment as part of a home-based business.

Under no circumstances will a resident use the property laundry room to complete tasks required to eradicate bed bugs.

The property staff reserves the right to prohibit use of the facilities to anyone abusing the facilities.

Laundry Rooms are located on the first, third and fifth floors near the elevators. Hours of operation are 7 a.m. to 10 p.m. daily.



## Lyngblomsten Apartments House Rules

### **RECREATIONAL ROOM**

A recreational room is available for the residents' use. Use of the community room is intended for all residents and may be reserved on a first-come-first-serve basis for personal gatherings or resident meetings.

Smoking in the community room and all common areas is prohibited. Animals are not allowed in the community room unless the animal is necessary to address the symptoms of a disability while a resident or resident's guest is participating in an event held in the community room.

Contact the property staff for further information about use of the community room.

### **MAINTENANCE**

*It* is the responsibility of each resident to promptly report any maintenance problem. Charges for damages resulting from unreported maintenance problems will be assessed.

Routine maintenance requests are made by contacting the property staff during normal business hours. Emergency maintenance service is available twenty-four (24) hours a day via the Lyngblomsten Care Center front desk.

After hours number(s) are provided by the owner/agent and/or property staff. Examples of maintenance emergencies include but are not limited to:

- Gas leak/smell
- Flooding
- No heat (in the winter) or air conditioning, if applicable (in the summer)
- No electricity
- Lockout
- Water coming into the unit
- No running water
- Exterior door, window or lock broken and unable to secure apartment
- Inoperable toilet
- Inoperable refrigerator

Should a maintenance emergency occur during regular office hours, contact the property staff at the management office via email or phone or report the emergency in person.

In the event of a health, fire, or safety emergency, call 911 or your local emergency response agency immediately.

The owner/agent's staff is not permitted to perform repairs on any resident's personal property or to perform any type of personal work for residents.



# Lyngblomsten Apartments House Rules

## **EXTERMINATION/PEST MANAGEMENT**

The owner/agent will provide periodic extermination services at no charge to the resident. This is considered part of regular maintenance of the unit. The resident will not attempt to perform extermination tasks. Residents will receive notice before extermination occurs.

The resident will contact the property staff during normal business hours to schedule extermination if the resident suspects any pest problems in the apartment.

The owner/agent reserves the right to schedule additional extermination services required to ensure that units are maintained in a decent, safe and sanitary condition and to meet our requirement to ensure peaceful enjoyment of the property by other residents.

Unless the owner/agent and/or property staff provides approval in advance, **ALL** units will be treated by the pest control vendor.

The resident will maintain the unit in such a way as to minimize risk of infestations including, but not limited to, infestations by cockroaches, fleas, bed bugs, ants, and rodents. The resident understands that any instances of failure to maintain the unit in a decent, safe and sanitary condition discovered by an exterminator will be reported to the property's management staff. The property's management staff will take appropriate action.

Failure to cooperate with pest management efforts or denial of entry to the pest control vendor is considered interference with management.

It is the resident's responsibility to contact the property staff in the event of allergies or sensitivities.

## **BED BUGS**

Because of increased concern about bed bugs, and in response to HUD guidance, the owner/agent has established additional guidelines for residents.

If any resident suspects the presence of bed bugs, the resident should attempt to contain the bed bugs in a Ziploc or other sealed bag (property staff will provide a sealable bag upon request) or in a jar that contains ethanol alcohol. This should be kept in the freezer until the property management office opens during normal business hours. The resident should contact the property staff and maintenance will come to the unit to investigate. Do not bring suspected bed bugs to the maintenance office or to the management office.

If the presence of bed bugs is confirmed, the property staff will explain the requirements to eradicate the bed bugs and will work with the resident to schedule eradication.

As long as residents notify the property staff in a timely manner and as long as residents fully and properly participate in all eradication procedures, cost of treatment is the responsibility of the owner/agent. However, cost to replace any items that must be discarded and cost to clean personal items will be the responsibility of the resident.



## Lyngblomsten Apartments House Rules

Failure to notify the owner/agent and failure to fully and properly participate in the eradication process is grounds for immediate termination of tenancy. If the resident fails to notify the owner/agent and/or property staff of an infestation or if the resident fails to fully and properly participate in the eradication process, the resident will be charged for all costs associated with infestation of the unit and other areas. These charges will be considered damage in accordance with HUD notice.

If a licensed exterminator determines that repeated infestations are caused by the resident, resident's guest or service providers hired by the resident, cost of eradication for bed bugs present as a result of the resident's, resident's guests' or resident's service provider's actions will be considered damage and will be charged to the resident. This includes damage to other units and to common areas.

As part of the process to prepare a unit for a new family, the unit will be inspected and will be certified as bed-bug free before a new family moves in. Within thirty (30) days of move-in, any new resident agrees to participate in a unit inspection. Participation may include use of detection products used to detect bed bugs or other infestations. If the presence of bed bugs is discovered, a professional extermination company will be hired to investigate the source and to begin the eradication process.

Residents agree to fully and properly participate in all eradication procedures including properly preparing the unit based on guidance provided by the owner/agent and/or property staff.

Residents are discouraged from bringing used furniture in to the unit. However, if a resident chooses to bring used furniture in to the unit, the resident must be aware of the risk of bed bug infestation.

### **UNIT INSPECTIONS**

The property staff will conduct a thorough inspection of each unit at least annually. Residents will be notified at least twenty-four (24) hours in advance of any scheduled inspection. Residents are encouraged, but not required, to attend inspections.

If unit inspection results in discovery that the apartment is not maintained in a decent, safe and sanitary manner, the resident will be issued a lease violation and will have seven (7) calendar days to rectify the problem.

If the problem is considered an exigent health and safety issue, the property staff (or a qualified vendor), in accordance with HUD requirements, must repair the problem within twenty-four (24) hours. In such cases, and as warranted, the owner/agent and/or property staff will schedule more frequent inspection of the unit.

The resident agrees to grant access to the unit and correct any discoveries resulting from the unit inspection.



## Lyngblomsten Apartments House Rules

HUD and/or HUD's agents may also conduct unit inspections independent of the owner/agent and/or property staff. Residents will receive proper notice of such inspections. Residents agree to grant access to the unit for these inspections.

If there is a report of any parasitic infestation, the property staff or a qualified exterminator may be required to inspect the unit. Residents will receive proper notice of such inspections. Residents agree to grant access to the unit for these inspections. Resident also agrees to participate fully in the inspection process including following instructions to use traps or other devices to detect or eradicate parasitic infestations.

In accordance with local tenant/landlord guidance, the owner/agent may enter the unit without advance notice in the case of emergency including, but not limited to a fire or serious water leak.

### **EMERGENCY RESPONSE AND EMERGENCY CALL SYSTEM**

Each apartment is equipped with an emergency call system. **This system is to be used for health or safety emergencies only!** Do not use the Emergency Call System for maintenance issues.

A home health aide and/or nurse will respond to the pull cord when pulled. For this response there will be a charge of \$35.00 for up to a half-hour visit. If additional help or services are needed there could be additional cost billed. The billing will either be through the apartment office billing on your rent statement or through the Home Health billing, depending upon the situation.

Residents may not install their own locks or chain locks on apartment doors because doing so may delay entry to your apartment by emergency responders.

Please note that in some communities, emergency response organizations such as the local Fire Department or Emergency Medical Services may hold a resident responsible for false alarms. The owner/agent and/or property staff cannot be held liable for any penalty assessed by an outside agency for the abuse or misuse of the emergency system.

The Emergency Pull Cords are located in the bedroom(s) and bathroom. Please keep the emergency pull cords loose and let them hang to the floor—when needed, they will be accessible at floor level.

Do not remove, cut, alter, or obstruct the string hanging from the emergency call system. Tampering with the Emergency Pull Cord System may result in damages. Costs to repair such damages will be charged to the resident and due within thirty (30) days.

### **APPLIANCES**

Appliances must be kept clean. Appliances may only be used as they are intended to be used. For example, ovens are not to be used as heaters or storage areas.



## Lyngblomsten Apartments House Rules

Residents are not permitted to place aluminum foil on the stove burners or in their ovens.

No provided equipment and/or appliances may be replaced, moved or removed from the apartment. All provided equipment and appliances must be permanently retained in the original location.

No additional appliances may be installed in an apartment without prior written permission from the owner/agent and/or property staff. This includes but is not limited to miniature refrigerators, washer/dryer units, window air conditioners and freezers.

Resident are not permitted to repair any major appliance. If any appliance is not working properly, the resident will notify the property staff and the property maintenance team or a vendor, hired by the owner/agent will repair the appliance.

If a resident attempts to repair an appliance and such attempts damage the appliance, the resident will be charged for repair or replacement of the appliance. Such charges must be paid within thirty (30) days.

### **BALCONIES, PORCHES, PATIOS, ENTRYWAYS AND SIDEWALKS**

*Balconies*, porches, patios, entryways and sidewalks are to be kept free of all obstacles, debris or other items that may create an unsightly appearance.

Liquid bird feeders are allowed and are to be limited to one (1) per balcony. Seed bird feeders are prohibited from any balcony or patio area. (Seed bird feeder attract rodents which in turn attract snakes and other pests that feed on rodents).

Appropriate patio furniture and plants are allowed. Appropriate patio furniture must be in good repair and intended for outdoor use. Plants must be in pots that are designed to prevent water from dripping to lower level balconies.

Temporary or permanent clotheslines are not permitted. Residents are not allowed to hang garments, towels or other item over rails.

No one is allowed to sit or stand on balcony railings. Doing so may result in injury or death due to falls. The owner/agent and/or property staff will not be liable for injury or death caused by irresponsible behavior on behalf of a resident, a resident's guest or a service provider.

### **ALTERATIONS TO APARTMENT**

Any alterations within the apartment need to be approved in writing by management. All permanent approved items must be left when unit is vacated. See the terms of your lease agreement for more information.



# Lyngblomsten Apartments House Rules

## **TELEPHONE SERVICE**

All apartments have been wired for telephone service. Service may be obtained by calling the local telephone company. All charges associated with telephone installation and use are the responsibility of resident.

## **CABLE, TELEVISION, INTERNET AND OTHER LIKE SERVICES**

The apartment is pre-wired for cable television. Service may be obtained by calling your local cable provider. All cable charges, including installation, are the responsibility of resident.

The apartment is pre-wired for an in-house system where residents receive the local stations at no charge and can access additional stations for a fee through Lyngblomsten Care Center.

Mounting televisions or other electronics on a wall or other permanent structure in the unit is prohibited without written permission from the property staff. The resident will not move or add cable, internet or power outlets unless approved by the property staff or the owner/agent.

As directed by Congress in Section 207 of the Telecommunications Act of 1996, the Federal Communications Commission adopted the Over-the-Air Reception Devices ("OTARD") rule concerning governmental and nongovernmental restrictions on viewers' ability to receive video programming signals from direct broadcast satellites ("DBS"), broadband radio service providers (formerly multichannel multipoint distribution service or MMDS), and television broadcast stations ("TVBS").

The rule (47 C.F.R. Section 1.4000) applies to video antennas including direct-to-home satellite dishes that are less than one meter (39.37") in diameter (or of any size in Alaska), TV antennas, and wireless cable antennas.

The rule applies to individuals who place antennas that meet size limitations on property that they own or rent and that is within their exclusive use or control, including condominium owners and cooperative owners, and residents who have an area where they have exclusive use, such as a balcony or patio, in which to install the antenna. The rule applies to townhomes and manufactured homes, as well as to single family homes.

The rule allows local governments, community associations and landlords to enforce restrictions that do not impair the installation, maintenance or use of the types of antennas described above, as well as restrictions needed for safety or historic preservation.

The rule does not apply to common areas that are owned by a landlord, a community association, or jointly by condominium or cooperative owners where the antenna user does not have an exclusive use area. Such common areas may include the roof or exterior wall of a multiple dwelling unit. Therefore, restrictions on antennas installed in or on such common areas are enforceable.

Under some circumstances where a central or common antenna is available, a community association or landlord may restrict the installation of individual antennas.



## Lyngblomsten Apartments House Rules

In the event that the owner/agent installs a central satellite dish system that offers the same channels provided through current resident dish systems, the resident will be required to utilize the service provided by the owner/agent.

### **HEATING & AIR CONDITIONING**

Each apartment is equipped with a hot water heat system. Heating units will be maintained as part of regularly scheduled unit maintenance.

Use of personal kerosene or propane heaters in a unit, on a balcony or in any common area is strictly prohibited. Small electric heaters are allowed but must be used under adult supervision.

Any questions about heating or cooling should be directed to the property staff during normal business hours. Malfunctions of the heating system should be reported immediately to the property staff.

Residents are permitted to install personal air conditioners with written permission of the owner/agent and/or property staff. Dimensions and guidelines can be obtained from the property staff.

### **SINKS & DRAINS**

Trying to flush or pour certain items is known to cause problems with plumbing. These items include but are not limited to grease, large food items, personal hygiene items, toys and diapers. The resident will not attempt to flush or pour these items through the drainage system.

Residents are allowed to attempt to plunge clogged drains, however use of "DRAIN-O" and similar caustic substances should be avoided as they can damage pipes and/or cause personal injury. The owner/agent and/or property staff is not liable for injury caused by use of such products.

The resident must contact maintenance if a sink or toilet is overflowing or if a clog cannot be cleared with simple plunging.

Residents may not dispose of paint or other chemicals using property sinks, toilets or drains. The resident may not dispose of tobacco products (cigarettes, chewing tobacco, etc.) using property sinks, toilets or drains.

**Overflowing toilets, baths or sinks constitute a "maintenance emergency" and the resident agrees to contact the property staff as quickly as possible even if the event occurs after normal office hours.**



## Lyngblomsten Apartments House Rules

The resident will be billed for repair of damages caused by improper use of toilets or sinks. These charges must be paid within thirty (30) days.

### **SMOKE DETECTORS**

Each apartment is equipped with at least one smoke detector. Residents are prohibited from removing or tampering with smoke detectors. If the smoke detector "beeps" periodically or seems overly sensitive, the resident will contact the property staff immediately.

The resident, resident's guests and service providers will not disable the smoke detector by disconnecting or removing batteries from the device.

Disabling a smoke detector is a violation of the lease and the state property code.

### **This is considered a material lease violation.**

### **TRASH AND RECYCLING**

The owner/agent and/or property staff will not allow any accumulated trash or other material that will create a hazard or that will be in violation of any health, fire or safety ordinance. No trash or garbage accumulation is allowed in the apartment. No discarded trash, garbage, and/or household or personal item(s) is allowed in storage areas, patios/balconies, laundry facilities, common areas, or anywhere on the property and must be placed in the trash chutes on each floor of the apartment property.

Trash chutes are provided for the purpose of trash and garbage disposal. Residents are required to use the appropriate containers provided. Resident shall sort and separate such items into categories as provided by law, and in accordance with property policies.

All trash and garbage must be placed in a plastic bag, tied/sealed. Trash and garbage are not to be placed on top or beside the dumpster(s). Residents are responsible for the proper disposal of trash/garbage.

Each resident agrees, at his/her sole cost and expense, to comply with all present and future laws, orders, and regulations of all state, federal, municipal, and local governments, departments, commissions, and boards regarding the collection, sorting, separation, and recycling of waste products, garbage, refuse, and trash.

It is the responsibility of the resident to remove from the property, and properly dispose of, all unwanted household items or personal property. The placing of discarded furniture, mattresses, box springs, or other personal property in or around the dumpster(s), and/or any common areas, or within the property boundaries is strictly prohibited. Residents may contact the property staff for information about removing such items. Cost of such removal is the responsibility of the resident.



## Lyngblomsten Apartments House Rules

The owner/agent and/or property staff reserves the right, where permitted by law, to refuse to collect or accept from the resident any waste products, garbage, refuse, or trash which is not allowed to be placed in the dumpsters by the dumpster contractor and to require resident to arrange for such collection, at the resident's sole cost and expense, using a contractor satisfactory to the owner/agent and/or property staff.

The placing or dumping of any highly flammable material in the waste container(s), which will or may cause a fire, is strictly prohibited.

Grease, paint, acids, and other problem materials may not be disposed of on site.

The resident(s), is responsible for the proper disposal of medical and/or hazardous wastes in accordance with the manufacturer's recommendations. A resident will be charged the cost of HAZMAT response and repairs if found in violation of this rule.

If the resident fails to properly dispose of any item, the cost for the removal will be charged to the resident. This includes hazardous waste, medical waste, paint, chemicals, old furniture, mattresses, box springs or other personal property.

### UTILITIES

Necessary utilities such as gas, electric, water, etc. must be kept in service to the apartment at all times during the lease term. Where applicable, service must be established in resident's name with the signing of the lease.

The property staff will provide the resident with a list of the utility companies in the area. The resident is responsible for contacting these companies. The resident is then responsible for paying the utility bills. The owner/agent and/or property staff may terminate the lease and evict any resident whose necessary utilities such as gas, electric, water, etc. are terminated.

Residents acknowledges that HUD rules and regulations require that the owner/agent and/or property staff must periodically gather utilities cost information to accurately determine the appropriate utilities allowance for each unit type. Residents hereby grant permission to Xcel Energy to release such information to the owner/agent and/or property staff for this purpose.

### LOCKS/KEYS

At move-in, resident will be issued one set of keys/entry card for each adult household member. The number of keys is not to exceed the number of persons in the household. Residents ARE NOT PERMITTED TO PROVIDE KEYS TO RELATIVES, FRIENDS, OR GUESTS WITHOUT WRITTEN CONSENT OF MANAGEMENT.

In such a case, the resident will be required to sign a waiver which relieves management of all liability in the issuance and usage of the requested key(s) to a relative, friend, or guest.

Residents may not add or change locks on the unit. If the apartment key/entry card is lost, it is the responsibility of the resident to notify the property staff immediately. The resident may be



## Lyngblomsten Apartments House Rules

charged for replacement or re-keying expenses. If a resident requests lock replacement, there will be an additional charge based on the actual cost.

Any remote control device used to gain entry to a building or structure in the community is subject to the same policy. There will be a charge for repair/replacement of lock or replacement of lost keys.

The property staff will assist residents who are inadvertently locked out of their apartment. Proper identification must be shown. Other than property staff, emergency response personnel or law enforcement personnel, no person other than those listed on the lease will be allowed emergency access to an apartment without written consent by the resident.

Resident(s) on lease are responsible for the control of and return of all keys and/or remote control devices issued. Failure to return all keys issued will result in charges for the lock replacement or re-keying. Residents will be required to reimburse the owner/agent for the charges incurred to replace or re-key locks.

### **WINDOWS & WINDOW COVERINGS**

Where applicable, the owner/agent has equipped the apartment with window treatments. Residents may not remove these window treatments.

Residents must receive prior approval before installing drapes and/or window coverings in the apartment. Sheets, blankets, aluminum foil or other unapproved items are not acceptable window coverings and must be removed upon notice but in no more than seven (7) calendar days.

With approval, residents may install additional curtain rods. However, proper-mounting screws must be utilized. Residents are responsible for any wall damage resulting from improper installation of drapery hardware. All window coverings are to be white-backed so that the exterior of the building will present a uniform image.

Windows are not allowed to be nailed and/or in any way permanently shut. HUD requirements dictate that window egress (the ability to exit through the window in the event of an emergency) **cannot** be blocked by any item that is taller than the windowsill.

HUD has specific requirements in regards to inspection of windows and certain egress from the unit. The resident agrees to abide by HUD rules and, when notified, will remove or move any items that may reduce any inspection score.

### **WATERBEDS**

Waterbeds must be approved before installation. A *Certificate of Insurance* must be provided by the resident(s) with Lyngblomsten Apartments being named as additional insured parties.



# Lyngblomsten Apartments House Rules

## **Storage Unit**

All residents have access to an additional storage unit located on the Garden level and contain cubicles which are 42" x 32" x 31". Each unit is entitled to one cubicle, which is marked with the corresponding apartment number. The cubicle cannot be moved or altered in anyway. Residents must provide their own lock.

## **DAMAGES TO THE UNIT**

Residents shall not damage or disturb any part of appliances, fixtures, cabinetry, the ceiling, walls, doors or floor in an apartment in anyway, including, but not limited to:

- Installing hooks, nails, and/or other hardware into the ceiling or doors;
- Drilling into the ceiling, cabinets, walls, or doors;
- Removing or damaging doors to cabinets or vanities
- Hanging light fixtures, ceiling fans or other objects from the ceiling without written approval from the owner/agent and/or property staff;
- Allowing water to accumulate on the floor; or
- Painting, repairing, or making improvements with respect to the ceiling, walls, appliances, cabinetry, doors or floor.
- Creating an environment or participating in or allowing activity that results in the infestation by bed bugs, fleas or other parasites or rodents

Residents shall immediately report any sagging, warping, leaking, cracking, staining, holes, or water accumulation related to the ceiling, walls, doors or floor to property staff. Any damage the resident causes to the ceiling, walls, doors or floor, including, but not limited to, damages caused by the resident's violation of this rule, shall not constitute ordinary wear and tear.

The resident shall be responsible for reimbursing the owner/agent for the cost of repairing damage to the ceiling, walls, doors or floor and for any damages that result as a consequence of the resident's action.

At unit inspection and at move-out, residents may be charged for damages that exceed normal wear and tear to the unit. This includes damages caused by an assistance animal. These charges are due within thirty (30) days.

If the damage charges are assessed at move-out, the security deposit may be used to offset damage charges. (*Security deposits are applied to unpaid rent first*) However, any balance due after use of the security deposit is due within thirty (30) days.

If damages are caused by the presence of a pet, the pet deposit may be used to offset damages caused by the pet

## **INSURANCE**

The owner/agent is not responsible for damage or loss of any personal property belonging to the resident. Residents are strongly encouraged to purchase renter's insurance for personal



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belongings and household effects. The owner/agent's insurance policy does not provide this protection. Rental (content) insurance can be obtained through most local insurance providers at a moderate cost.

### LEASE VIOLATIONS

In accordance with HUD regulations, the owner/agent and/or property staff is required to monitor residents' compliance with the lease terms. Certain lease violations will result in termination of HUD housing assistance in accordance with rules set forth by the department.

Based on HUD requirements, certain lease violations will result in immediate termination of tenancy (eviction). These are considered **material lease violations and will result in termination of tenancy (eviction) in accordance with HUD requirements.** Material lease violations include, but are not limited to:

- Criminal activity engaged on or near the property by the resident or any resident guest or service provider
- Failure to provide a Social Security Number and adequate documentation to verify the Social Security Number for any non-exempt household member
- Misrepresenting eligibility status in regard to income, age, criminal history, landlord history, etc.
- Failure to pay rent as agreed by the lease
- Failure to return assistance-paid-in-error as agreed in a repayment agreement
- Discovery that a resident failed to fully and accurately disclose income information or information about changes in household composition that results in assistance-paid-in-error (second such violation)
- Failure to enter in to a repayment agreement or refusal to return assistance paid in error
- Verification that a member of a household commits fraud in relation to HUD housing provided on this property
- Committing an act, covered under the Violence Against Women Act (the owner/agent may choose to seek bifurcation of the lease to protect the victim)
- Any resident's Inclusion on any state sex lifetime sex offender registry (*subject to HUD requirements*)
- Discovery that any household member (including live-in aides) is subject to any sex offender registration

Other lease violations are less severe and the owner/agent and/or property staff has adopted the following policy. When a minor lease violation is discovered, the owner/agent and/or property staff will issue a written notice explaining the violation. This notice will be provided in an equally effective format as a reasonable accommodation if there is the presence of a disability.

The owner/agent and/or property staff will provide the resident with instruction explaining how to resolve the violation(s). If the resident complies with the owner/agent and/or property staff or HUD requirements, the incident will be "closed".



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In instances where members of the household commit multiple minor lease violations, the owner/agent and/or property staff will pursue termination of tenancy in accordance with HUD requirements as outlined in HUD Handbook 4350.3.

### **FAILURE TO FULFILL THE INITIAL LEASE TERM**

If a resident household moves out before the end of the initial lease term, the household understands that they forfeit any right to use the Security Deposit to pay for any outstanding balances.

The household understands that the Security Deposit will be forfeited and any outstanding balances will be due within thirty (30) days.

### **TERMINATION OF THE LEASE BY THE RESIDENT**

In accordance with the HUD lease, residents may terminate tenancy at the end of any lease term by providing a thirty (30) day notice. If the resident moves out after the notice is provided but before the thirty (30) days is complete, the resident has not provided a thirty (30) day notice and is not entitled to refund of the security deposit.

The resident is expected to comply with the lease, **especially the rules stating that the unit will be the residents' sole place of residence**, during the thirty-day notice period.

HUD subsidy is available only until the resident physically moves out of the property even if the move-out is before completion of the thirty (30) day notice.

In accordance with state tenant/landlord law, if the resident moves out before the end of the current lease term, the resident is responsible for the current market/contract rent for the unit through the current lease term or until the unit is re-rented, whichever is earlier.

### **FAILURE TO PROVIDE OR FULFILL 30-DAY NOTICE**

In accordance with the HUD lease, residents may terminate tenancy at the end of any lease term by providing a thirty (30) day notice. *If* the resident moves out after the notice is provided but before the thirty (30) days is complete, the resident has not provided a thirty (30) day notice.

If a resident household fails to provide a 30-day notice, the household understands that they forfeit any right to use the Security Deposit to pay for any outstanding balances.

In addition, the owner/agent will continue to charge the household the current market rent until the end of the 30-day notice period or until the unit is re-rented; whichever is earlier.

### **COLLECTION AFTER MOVE-OUT**

The household understands that all outstanding balances must be paid within thirty (30) days of receiving the final bill.



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If the household members fail to pay the final bill, the owner/agent may opt to report such information to credit reporting agencies. In addition, a collection agency may be used to collect all or part of the balance due.

If any household member applies for housing at another property, the resident understands that the owner/agent will disclose payment and lease performance information if any household member has signed an appropriate release.”



# Lyngblomsten Apartments House Rules

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## RESIDENT CERTIFICATION

I have read and received a copy of the House Rules. I understand that these rules are an extension of my lease and that any violation of these rules may be grounds for lease termination.

\_\_\_\_\_  
Resident Name (please print)

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Resident Name (please print)

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Management Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Apartment Community Name

