



---

## HOUSE RULES

### I. PAYMENTS DUE

#### A. RENTAL PAYMENT

1. There is a minimum rent charge of \$25.00.
2. Rent can be placed in the rent drop box located outside of the Pine Ridge Marquette office building. If the first of the month falls on a weekend or legal holiday, all current charges will be due in full on the next regular business day. The schedule of legal holidays will be posted on bulletin boards at the administrative office.
3. All payments must be in the form of check, money order or ACH (Direct Debit from bank). Cash payments over \$10.00 are not accepted. If an accommodation is needed to make a payment, arrangements will be made upon receipt of a written request.

#### B. PAYMENT AGREEMENTS

1. The tenant and owner must both agree on the terms of the repayment agreement. The tenant may wish to consult with HUD's Housing Counseling Agency in their area to assist them in working with the owner to reach agreeable terms for the repayment agreement. See the Housing Counseling Agency website for a listing of agencies for each state at: <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>.
  - a. Monthly Payment. The tenant's monthly payment must be what the tenant can afford to pay based on the family's income. The monthly payment plus the tenant's total tenant payment (TTP) at the time the repayment agreement is executed should not exceed 40 percent of the family's monthly adjusted income.
  - b. Repayment Time Period. The time period for repayment by the tenant of the amount owed.
2. The repayment agreement must:
  - a. Include the total retroactive rent amount owed, the amount of lump sum paid at time of execution of the agreement, if applicable, and the monthly payment amount.
  - b. Reference the paragraphs in the lease whereby the tenant is in noncompliance and may be subject to termination of their lease.
  - c. Contain a clause whereby the terms of the agreement can be renegotiated if there is a decrease or increase in the family's income of \$200 or more per month.
  - d. Include a statement that the monthly retroactive rent repayment amount is in addition to the family's monthly rent payment, and is payable to the owner.
  - e. Late and missed payments constitute default of the repayment agreement and may result in termination of assistance and/or tenancy.
  - f. Be signed and dated by the tenant and designated property employee.
3. Owners must not apply a tenant's monthly rent payment towards the repayment amount owed that would result in an accumulation of late rent payments. The monthly payment due on the repayment agreement is in addition to the tenant's monthly rent payment. \*
4. \*Reimbursement for Errors Discovered During a Monitoring Review

If, during a review of the tenant files, the CA determines that an error was made in the income calculation based on the income verifications on file that results in an under- or over-payment of rent by the tenant, unless the overpayment was due to the owner's error or the owner's failure to follow HUD's procedures, the owner must make the necessary adjustments to the tenant's rent for the period the error occurred. The tenant must reimburse the owner for any underpayment of rent and the owner must reimburse the tenant for any overpayment of rent. \*

5. A down payment of either 10% of the total owed or 10% of the adjusted monthly income, whichever is less will be required to enter a repayment agreement and is due at the time the agreement is initiated.
6. The authority to accept a partial payment and/or grant an extension of time will be vested in the Project Manager and/or Executive Director of the management. Their decision shall be final. All requests for partial payment and time extension will be documented, stating the reason for the request and specifying the date the rent or other charges will be paid in full.

## **II. INTERIM RENT ADJUSTMENTS:**

### **A. REPORTING REQUIREMENTS**

1. Interim rent adjustments requested after the 20<sup>th</sup> of the month may not be completed prior to the end of the month.
2. Changes in income, family composition, and assets used to calculate rent shall be reported as referenced in the lease.

## **III: TRANSFERS**

Transfers will be made without regard to race, color, national origin, sex, religion, familial status, marital status, sexual orientation, gender identity or disability. Tenants will not be transferred to an apartment of equal size except to alleviate hardship of the Tenant or other undesirable conditions as determined by the Project Manager or designee. Tenants can be transferred to accommodate a disability.

Tenants will receive one offer of a transfer. Refusal of that offer without good cause will result in lease termination for mandatory transfers or the removal of the household from the transfer list for voluntary transfers.

### **A. The owner/agent will accept requests for transfer in the following situations:**

1. Emergency or Safety

The household needs to move due to a life-threatening situation and the transfer will take priority over new admissions. Life-threatening situations include the following:

- (a) Due to no fault of the Tenant(s), the apartment is uninhabitable and cannot be made habitable in a reasonable amount of time;
- (b) A household member has experienced a medical condition which makes the current apartment uninhabitable or unsafe;
- (c) A household member is in danger of retaliation due to witnessing a crime;
- (d) A household member is a victim of domestic violence, hate crime or extreme harassment and qualifies for VAWA protections.

2. Category 1 Administrative Transfers

A family member has a medical problem of a serious (but not life-threatening) nature and there is a verified need for a Reasonable Accommodation to be made for an accessible apartment.

3. Category 2 Administrative Transfers

Transfers in this category include:

- (a) Over Housed where the household is in an apartment that is larger than they qualify for according to the owner/agent's occupancy standards.
- (b) Under Housed where the household is in an apartment that is smaller than they qualify for according to the owner/agent's occupancy standards or the family has had a qualifying event (see occupancy standards for the list of qualifying events) and requests a bedroom size for which they are eligible.
- (c) Category 2 transfers will only be made if the family size is so small that it includes fewer persons than the number of bedrooms, or so large that the household members equal more than two persons per bedroom, taking into consideration family composition/makeup.
- (d) These transfers will take priority over new admissions and are mandatory for the Tenant.

4. Category 3 Administrative Transfers

Transfers in this category include:

- (a) The family has an unneeded accessibility feature which the family does not require or no longer needs the accessibility features of an apartment in which they are living. However, there is not another family that needs that accessibility feature;
- (b) If a family's size is between the smallest and largest size permissible for the apartment, the family may request a transfer, e.g. to permit older children of opposite sexes to have separate bedrooms;
- (c) To avoid concentration of the most economically and socially deprived families;
- (d) To address situations that interfere with peaceful enjoyment of the premises;
- (e) These transfers will not take priority over new admissions. They will be processed at the rate of one transfer to four admissions.

Apartment transfer requests that do not fall into one of these categories will not be approved.

- B.** Existing Tenants 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.
- C.** Special consideration is given when the unit transfer is requested because there is:
  - 1. A verified medical need for a different apartment;
  - 2. A verified need for an accessible apartment;
  - 3. There is a need for an apartment transfer of a household that does not require the accessibility features of an apartment in which they are living to accommodate a disabled Tenant/applicant on the waiting list; or
- 4. A change in household size that makes the current apartment too large or too small for the family based on the owner/agent's occupancy standards.
- D.** With the exception of Emergencies and Reasonable Accommodations, unit transfers will be granted only if:
  - 1. The household has not given notice to move;
  - 2. The Tenant is not being evicted;
  - 3. The Tenant is current for all outstanding charges; and
  - 4. The Tenant complies with lease provisions regarding decent safe and sanitary conditions of current apartment.
- E.** 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 by the transfer. An appropriately sized apartment will be available before the Tenant household is required to move. At that time, the household will have thirty (30) days to complete the transfer.
- F.** Split-family transfers will be processed as Category 2 Administrative Transfers.

1. Families that split into 2 “new” households may be transferred to two different apartments or
2. A portion of the “old” household may be transferred to a single apartment depending on family circumstances and apartment availability.
3. Such transfers will be made in a manner that minimizes the impact on vacant apartments.

#### **G. GOOD RECORD REQUIREMENT FOR TRANSFERS**

1. In general, and in all cases of all Tenant requested transfers, Tenants will be considered for transfers only if the head of household and any other family members for the past two years:
  - (a) have not engaged in criminal activity that threatens the health and safety of Tenants and staff;
  - (b) do not owe back rent or other charges, or evidence a pattern of late payment;
  - (c) meet reasonable housekeeping standards and have no housekeeping lease violations; and
  - (d) can get utilities turned on in the name of the head of household (applicable only to properties with tenant-paid utilities).
2. Exceptions to the good record requirements may be made for emergency transfers or when it is to Pine Ridge Marquette advantage to make the transfer. (e.g. A single person is living alone in a three-bedroom apartment and does not want to move). The exception to the good record requirement will be made by the Director of Property Management Services. Absent a determination of exception, the following policy applies to transfers:
  - (a) If back rent is owed, the Tenant will not be transferred until a payment plan is established or, if prior payment plans have failed; back rent is paid in full.
  - (b) A Tenant with housekeeping standards violations will not be transferred until he/she passes a follow up housekeeping inspection.

#### **H. COSTS OF TRANSFERS**

Tenants shall bear the cost of transfers to correct occupancy standards. However, where there is a hardship due to health, disability, or other factors, the Property Manager may recommend that families be reimbursed for their out-of-pocket expenses for an occupancy standard transfer in an amount not to exceed a reasonable moving allowance established by Pine Ridge Marquette.

Transfers requested or required by Pine Ridge Marquette, including those for temporary relocation during, and all transfers for reasonable accommodations will be paid for or made by Pine Ridge Marquette.

#### **IV: MANAGEMENT AGREES TO THE FOLLOWING:**

- A. To include in each apartment access to A/C unit through the summer months, a range, refrigerator, and smoke detectors.
- B. To include property-wide dumpsters for tenant household trash.
- C. Provide snow removal from parking lots and sidewalks.
- D. Provide lawn maintenance.

#### **V: THE TENANT AGREES TO THE FOLLOWING:**

##### **A. AS A TENANT OF THE MARQUETTE HOUSING COMMISSION:**

To abide by necessary and reasonable regulations and policies adopted by management, including HUD Handbook 4350.3 REV-1, city, state and federal law and other policies, rules and regulations, evidences the entire agreement between management and tenant.

## **BEHAVIOR/CONDUCT**

1. To be responsible for their own conduct as well as the conduct of their family, friends and visitors (including their children's friends). Such conduct is not to disturb any neighbor's peaceful enjoyment of their accommodations and is to be conducive to maintaining the premises in a decent, safe and sanitary condition. In no way may you, your family members and/or visitors interfere with the rights, comforts, and the conveniences of his/her neighbors or employees. Violations of preceding sentence may result in a no trespass order being issued to guests.
2. Persons violating #12M and/or 12N (Unauthorized Guest clause) of the lease may be issued a NO TRESPASS ORDER to the unauthorized guest and/or management may bring eviction action against the tenant.
  - It is the tenant's duty and responsibility to prove a person is not living with them when requested by the management.
  - Not to allow others to use their unit as a mailing address. Management will use such as proof the person is residing in the unit.
3. To act in a cooperative manner with neighbors and management staff. To refrain from and cause guests and family members to refrain from acting or speaking in an abusive or threatening manner. This will include but not be limited to using foul language, making disparaging remarks, and language or actions which may be interpreted as sexual, ethnic, racial, or religious harassment.
4. To assure all children under the age of 12 to be accompanied by an adult resident when using property facilities.
5. To not place stickers on any surface of the property. This includes but not limited to doors, windows, walls, appliances fixtures, etc.
6. To not allow graffiti on interior or exterior walls. This includes but not limited to sidewalk chalk, marker, paint or spray paint.
7. To be dressed in appropriate clothing when in public areas and administrative offices. Bed garments, underwear, lingerie, and nudity are not appropriate in public areas. Also, close doors, drapes, curtains and/or blinds when inappropriately attired within the confines of your home.
8. To assure the tenant, family members, guests or visitors not use alcohol in common areas or intoxication in common areas is prohibited. To assure that no member of the household engages in an abuse or pattern of abuse of alcohol that affects the health, safety or right of peaceful enjoyment of the premises by other tenants.
9. To not allow any person or persons listed on the posted "No Trespass" list or on any state sex offender registry to be on management property at any time for any reason.

## **HEALTH, SAFETY AND FIRE PREVENTION**

10. Smoking is prohibited in any indoor area, both private and common and includes leased tenant units. Smoking is also prohibited within 25 feet of the building, bus shelter and bike shelter. This applies to all owner/agents, property staff, applicants, tenants, guests, and service persons. "Smoking" shall include the inhaling, exhaling, or carrying of any lighted cigarette, cigar, pipe, hookah, other tobacco products, marijuana including medical marijuana, herbal smoking products "Legal Weed" or products known as "bath salts" or other legal or illegal substances. Vaping excluded.
11. Not to manufacture, distribute or possess controlled substances, including marijuana, on property. Marijuana and medical marijuana are illegal under federal law even if it is permitted under state law.
12. Not to dismantle or disconnect any smoke alarms and to report any malfunctioning alarm to maintenance immediately. Dismantling smoke

alarms is a severe violation and can result in eviction for endangering property and other tenants. Tenant may be charged for replacement of such smoke alarm if dismantled or disconnected.

13. Not to store any gas, gas engine or any combustible materials or store/use space heaters inside the apartment, except when authorized by maintenance due to heating issues.
14. To store all firearms and ammunition in a safe manner to avoid accidental discharge.
15. To take precautions to prevent fires, including, leaving burning candles unattended or disposing of smoking material in an unsafe manner.
16. To refrain from using any fireworks on management property.
17. To have personal air conditioners installed properly only in rooms that will maintain at least two forms of egress from the room (i.e. one exterior door and one window). The area over the A/C unit must be either plexiglas or a thermo pane window, an expense borne by the tenant. This filler shall not be attached in any fashion that may result in holes or damage to the window, paint or any surrounding material. Plywood, plastic, styrofoam or any other material may NOT be used as a substitute for plexiglas or a thermo pane window without prior approval from management. The A/C unit(s) must be removed from October through May of each year.
18. To report any suspected or concerns of infestation immediately.

#### **COMMUNITY ROOM**

19. Electronic personal devices must be used with ear buds while in common areas.
20. Tenants, Tenant Organizations and Tenant Aid Organizations reserve the right to gather in the Community Room with no less than 48-hour prior notice to management staff.
21. When reserved, the Reservant has the right to request disruptive attendants to leave the Community Room.
22. To utilize Tenant computers in accordance with the computer use guidelines posted in the Community Room.

#### **GARBAGE/TRASH (See maintenance charge list)**

23. To place all trash bags in dumpsters and refrain from placing items in dumpsters other than household trash. Furniture or appliances are never to be placed in or around dumpsters. If assistance is required for disposal, tenants may call maintenance to have these items removed.
24. To throw only bagged garbage down the trash chutes. Kitty litter must be disposed of in the dumpster.
25. To not overfill dumpsters at any time.
26. To not litter or leave trash in common areas or yard.
27. To remove all pet waste immediately.

#### **PARKING/VEHICLES**

28. Vehicle must be licensed, operable, registered and mobile.
29. Vehicle must be registered with the front office at 316 Pine St. The office will need the following information: Year, Make, Model, Color, License Plate Number and Phone Number. A copy of your registration and insurance card must be provided. Registration shall take place at lease up or within 24 hours of getting (or changing) a vehicle.
30. On days where snow fall is at or above 2 inches, vehicles must be moved according to the following schedule:
  - Rear parking lot cleared by 10am
  - Front parking lot cleared by 12pm
31. Abandoned, unlicensed, inoperable, unregistered or immobile vehicles will be towed away at owner's expense without warning.
32. To use no RV, ATV, motorized bike or snowmobile on the premises nor permit guests to use such vehicles except for safe ingress or egress from the premises.

33. Not to make extensive repairs or service vehicles in parking areas. Not to park a vehicle that is leaking oil, anti-freeze, gas or other fluid, unless pavement is protected. Tenant is responsible for any damage caused.
34. To occupy only one parking spot per household unless otherwise approved by management.

#### **MAINTENANCE**

35. To report all damages immediately and to cooperate with maintenance until repairs are complete.
36. Call (906)222-5058 in the event of a maintenance emergency after-hours, on weekends and holidays.
37. Call (906)226-7559x 3 for non-emergency matters and leave a message.

#### **OTHER**

38. To physically occupy the apartment for 183 consecutive days or vacate the apartment if an extension has not been granted by management.
39. Not to allow others to use their apartment as a mailing address. The management will use such as proof the person is residing in the apartment.
40. To assure only curtains or drapes will be hung in windows, no sheets, blankets, towels, etc. All screens to remain in all windows at all times.
41. You are responsible for insuring your personal belongings in the event of a fire or other events that may damage personal property. Pine Ridge Marquette is only liable for the building.

#### **PETS**

42. Pine Ridge Marquette (PRM) allows the common household pets listed below:
  - Dog: Not to exceed 30 pounds in weight and 18 inches high at the withers. Must be spayed or neutered. Puppies must be spayed/neutered at the earliest age possible. No attack or fight trained dogs permitted.
  - Cats: Must be neutered or spayed and declawed or have a scratching post. Kittens must be spayed/neutered at the earliest age possible.
  - Birds: Canary, parakeet, finch and other species that are normally kept in cages. All birds must be in a cage when outside the resident's home. Birds of prey are not permitted.
  - Fish: In tanks or aquariums, not to exceed 20 gallons in capacity. Poisonous or dangerous fish are not permitted.
  - Rodents: Rabbits, hamsters, ferrets, gerbils, rats and mice permitted.
  - Reptiles: Lizards, Iguanas, Turtles, or Frogs only permitted. Tenant may have two of any one reptile.
  - Exotic pets, such as snakes, monkeys, game pets, etc. are not permitted.
43. A household may have one dog or one cat and/or some combination of the other pets as defined below. In addition to the one dog or cat, the family may have one other pet allowed by this policy. If the household does not own a dog or cat, the household is permitted two pets of other types allowed and identified in this policy. No household may have more than one rabbit, hamster, gerbil, ferret, mouse or rat. They may have one gerbil and one rabbit, or any combination thereof.
44. Every pet must be registered upon admission and annually during the tenant's annual recertification period. Registration requires the following:

**Upon Admission:**

Photograph of pet

Proof of spaying/neutering

Proof of inoculations (rabies & distemper)

Proof of license

**Annually:**

Proof of inoculations (rabies & distemper)

Proof of license

45. Dogs and cats must be inoculated as required by veterinarians for the following:
  - Rabies every three years
  - Distemper annually
46. All families who have a pet must designate annually a person to serve as the pet's custodian when the head of household will be absent from the unit. If you are unable to designate a pet custodian you will not be permitted to have a pet.
47. All apartments must be kept free of pet odors and maintained in a clean and sanitary manner.
48. All fur-bearing pets must wear flea collars at all times or be on flea prevention medication.
49. All pets must be on a leash when not in the owner's home and on LSV property. Leash must be no longer than 4' and dogs must be appropriately and effectively restrained and under the control of a responsible individual at all times. At no time may the animal be tied where it can get into a neighbor's yard.
50. Cats and rabbits must be provided with a litter box and be litter box trained. Litter must be cleaned on a daily basis, and changed weekly by disposing of waste in a plastic bag tied securely and placed in the trash.
51. Every dog and cat must wear a tag containing the owner's name, address and phone number (if applicable) and a valid rabies tag.
52. Residents will not be allowed to pet sit or to house a pet without fully complying with this policy.
53. No dog houses will be permitted.
54. No pet shall be tied up or left unattended in the common areas or outside of the building(s) (such as the day care center or youth center) at any time while on PRM property.
55. At no time will pets be allowed in common areas except when leaving or entering resident's apartment.
56. A **\$5.00 per offense** clean up charge will be charged to the family for pet waste found in buildings or on PRM property.
57. Any pet that causes any bodily injury to any resident, guest, visitor or property staff member shall be immediately and permanently removed from the premises without prior notification. The tenant will not be permitted to obtain another pet.
58. Pet owners are liable for any damages caused by their pet.
59. Residents who violate the Pet Policy as it relates to dogs and cats, will no longer be permitted to have a dog or cat unless they come into compliance with said policy within 7 days of notice by the Property



Manager. Should tenant again violate the pet policy, they will no longer be permitted to have pets and could be subject to eviction.

60. If the pet poses a nuisance, such as but not limited to, excessive noise, barking, whining, digging or running loose, which is disruptive to others, owner will remove the pet from the premises within 14 days of a request to do so by the Property Manager or face eviction.
61. Unregistered pets or pets not in compliance with this policy must be removed within seven (7) calendar days of notice by the Property Manager.
62. Residents must meet **all** obligations outlined in this Pet Policy prior to move-in or prior to obtaining the animal.
63. Violations of this Pet Policy shall be treated as a violation of the lease agreement.

## **VII: CHARGES**

1. Maintenance reserves the right to charge for materials and/or labor in accordance with the maintenance charge list.
2. Management reserves the right to charge in accordance with the office supplies and services fee schedule.
3. Any charges will be added to the following month's statement.
4. Costs awarded to the management upon entry of a Judgment through the 96<sup>th</sup> District Court for litigation associated with eviction proceedings will also be assessed to the lease holder.
5. Other charges may apply.

## **VIII: INSPECTIONS:**

### **A. MOVE IN**

1. An adult family member along with a management staff member will inspect the premises prior to commencement of occupancy.
2. The tenant will turn in the signed Inventory Check List to management within seven (7) days of move in.
3. At the time of inspection, the tenant may request and receive a copy of the last termination inspection report showing charges to the last prior tenant.
4. Should a new tenant accept an apartment in "as is" condition, such tenant will be required to leave it, at move out, in a good clean condition. "As is" shall be defined as requiring minor repairs and some cleaning (such as washing windows or floors).

### **B. MOVE OUT**

1. An authorized management representative will inspect the premises at the time the tenant vacates.
2. The tenant or representative shall be provided with an opportunity to participate in the move-out inspection.
3. In accordance with state law, the management will furnish a statement of any charges to be made. If the tenant's security deposit is inadequate to cover unpaid rent and/or damages, the tenant will be invoiced for any monies owed to management.

### **C. ANNUAL INSPECTIONS:**

1. The management will inspect each apartment annually to ensure each apartment meets the management's and HUD's housing standards.
2. Work orders will be submitted and completed to correct any deficiencies. Tenants will be charged appropriate maintenance charges to correct any deficiencies caused by the tenant or person for which the tenant is responsible.

**D. PREVENTATIVE MAINTENANCE INSPECTIONS:**

1. Generally conducted along with the annual inspection and is intended to keep the dwelling and management owned property in good repair.
2. Inspections include but are not limited to:
  - a. Monitoring weatherization efficiency.
  - b. Inspecting condition of the smoke detectors, water heaters, furnaces, thermostats.
  - c. Check water temperatures.
  - d. Checks for leaks.
  - e. Servicing that extends the life of the apartment and its equipment.
  - f. Pest control as recommended by exterminator

**E. SPECIAL INSPECTIONS:**

A special inspection may be scheduled to enable HUD or others to inspect a sample of the housing stock maintained by the management.

**F. HOUSEKEEPING INSPECTIONS:**

When management has reason to believe an apartment is not being maintained in a safe and sanitary condition, the tenant will work with management to develop a plan to resolve identified housekeeping issues. Once the identified issues have been resolved, the housekeeping inspections will end.

**IX: ENTRY OF PREMISES DURING TENANCY**

- A. Management shall have the right to enter tenant's apartment without prior notice to tenant if management reasonably believe an emergency exists. Management will leave a written statement of the date, time and nature of the emergency.
- B. Tenant agrees the duly authorized agent, employee or representative of management will be permitted to enter tenant's apartment for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the premises for re-leasing. Such entry may be made without tenant's permission only during reasonable hours and after advance notice of 24 hours, in writing, to tenant of the date, approximate time, and purpose.
- C. The 24-hour notice is waived if the tenant notifies staff of the need for repairs to the apartment and gives verbal permission to management to enter to do the repairs. In the event that the tenant and all adult members of the tenant's family are absent at the time of entry, management shall leave a written statement of the date, time and purpose of entry.

**X: TERMINATION OF THE LEASE**

Management will follow HUD guidelines when issuing a Demand for Possession providing at least thirty (30) days before the date the tenant will be required to move from the unit.

**XI: FAMILY RIGHT TO MOVE**

Each family has the option to obtain tenant-based rental assistance (commonly known as a Housing Choice Voucher) from Marquette Housing Commission, subject to certain program limitations, at any time after the second year of occupancy. Before providing notice to terminate the lease, the family must first contact the PHA to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental assistance is not immediately available, the PHA shall give the family priority to receive the next available opportunity for tenant-based rental assistance. After the PHA offers the family the opportunity for tenant-based rental assistance in accordance with HUD requirements and after the family has secured a lease with such

tenant-based rental assistance, the family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease.

## **XII: GRIEVANCE PROCEDURE**

- A. All grievances or appeals arising under the house rules shall be processed and resolved pursuant to the grievance procedure of management which is in effect at the time such grievance or appeal occurred, which procedure is posted at the management office and incorporated herein by reference.
- B. Tenant being evicted for illegal drug use on property are not entitled to a grievance hearing.
- C. Individuals who are subject to a lifetime registration requirement under a State Sex Offender Registration Program are not entitled to use the grievance procedure.
- D. **Grievance Process**
  - i. Residents be provided with written notice of the specific grounds of the Project Owner's proposed adverse action, as well as their right to an informal hearing with initiating management agent staff;
  - ii. Residents will have an opportunity for a formal hearing with an impartial member of the management agent staff within a reasonable period of time if grievant finds the results unsatisfactory;
  - iii. All participants will have the opportunity to be represented by another person of their choice, to ask questions of witnesses, have others make statements at the hearing, and to examine any regulations and any evidence relied upon by the Project Owner as the basis for the adverse action. With reasonable notice to the Project Owner, prior to hearing and at the residents' own cost, resident may copy any documents or records related to the proposed adverse action; and
  - iv. Project Owners provide the resident with a written decision within a reasonable period of time stating the grounds for the adverse action, and the evidence the Project Owner relied on as the basis for the adverse action.

The Project Owner will be bound by decisions from these hearings, except if the:

- i. Hearing concerns a matter that exceeds the authority of the impartial party conducting the hearing.
- ii. Decision is contrary to HUD regulations or requirements, or otherwise contrary to federal, State, or local law.

If the Project Owner determines that it is not bound by a hearing decision, the PHA must promptly notify the resident in writing of this determination, and of the reasons for the determination.

## **XIII: ADJUSTMENTS AND MODIFICATIONS**

These house rules, together with any future adjustments of rent as provided for in of the lease and any modifications made by management of the HUD Handbook 4350.3 REV-1,

city, state and federal law and other policies, rules and regulations, evidences the entire agreement between management and tenant.

**XIV. TRUTH IN RENTING ACTION (MCL 554.631 TO 554.641): PROVISIONS:**

Management and tenant specifically agree that the Lease shall not, is not intended, nor shall it be construed to violate any of the provisions of the Truth in Renting Act. If, however, any provision of these house rules does in fact reach any such result, then such provision shall be null and void, but the other provisions of the Lease shall continue to remain in full force and effect.

**XV. AVAILABILITY OF ASSISTANCE FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY**

- A. Executive Order 13166 “Improving Access to Services for Persons with Limited English Proficiency.” requires all owners and agents to identify any need for assistance to those with limited English proficiency (LEP), and develop and implement a system to provide assistance so LEP persons can have meaningful access.
- B. Management will provide for such meaningful access consistent with, and without duly burdening, the fundamental mission of the property. We will work to ensure that people who need housing assistance are provided meaningful access to HUD.

**XVI. IMPLEMENTATION OF HOUSE RULES CHANGES**

- A. All tenants will receive the House Rules at their initial lease and/or at their annual recertification. Failures to comply with the terms of the House Rules are considered violations of the lease and could result in termination of tenancy.
- B. All tenants will be notified in writing of any changes to the House Rules.
  - 1. Tenants will be given 30 days’ notice of any potential change to House Rules; and
  - 2. The proposed House Rules change will not take effect until the 30 days has expired.

RECEIVED BY:

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Date