# **FAMILY HOUSING**

# RESIDENT HANDBOOK



Oshkosh Housing Authority
Winnebago County Housing Authority
Cumberland Court Housing Commission
P.O. Box 0397, Oshkosh, WI 54903

www.ohawcha.org

Questions about our rules and your residency can be found in this booklet. Please note that residents are obligated to adhere to these rules to achieve and maintain compliance with the lease.



#### A. LEASING

1. **Rent** is due on the first day of each month, with a five (5) day grace period allowed.

Failure to complete timely rent payment, or comply with other lease terms, will result in issuance of a Quit or Pay Notice.

Rent payments may be made by check, money order, or ACH deposit (automatic withdrawal). For our mutual safety, no cash will be accepted.

OWNER will only accept money orders as payment when the bank has rejected a check for insufficient funds. RESIDENT will be charged with fees typically charged by our bank for processing rejected payments.

- 2. The dwelling unit is to be used to provide living accommodations for **you** and the other person(s) identified on your HUD-50058/50059 form. This dwelling unit <u>is not</u> to be used for any other purpose. You cannot lease or sublease and <u>cannot</u> provide living accommodations to persons not specifically approved by the OWNER.
- 3. Because RESIDENT'S rent is adjusted for any anticipated utilities costs, failure to promptly pay utility bills can result in eviction from your unit. **Pay all utility bills on time**.
- 4. RESIDENTS leasing a single-family home or duplex unit that fail to keep their lawn mowed and shrubs trimmed, or sidewalks shoveled, agree to pay any resulting charges if mowed/trimmed or shoveled by OWNER or MUNICIPALITY. RESIDENTS leasing row housing are responsible for shoveling sidewalks, patios and driveway space that specifically services their unit. Failure to comply or pay for services may result in your eviction.

#### **B. MAINTENANCE**

5. The dwelling unit and other areas as may be assigned to the RESIDENT for their exclusive use must be kept in a clean and sanitary condition. OWNER will make annual and/or periodic inspections to ensure compliance.



- 6. Promptly report to the OWNER any needed repairs to the dwelling unit, equipment provided and the grounds, especially any problems affecting health and safety. Refer to your Emergency Contact Card to request maintenance staff.
- 7. RESIDENT will be charged for the cost of any repairs to the dwelling unit or project (including building, facilities or common areas) if the damage was caused by carelessness, misuse and/or neglect on the part of the RESIDENT, their family household members, and/or visitor(s) or guest(s).

Charges for such repairs will be based on the actual cost of materials and labor. Failure to pay invoices for maintenance work may result in eviction.

The RESIDENT will not be charged with the cost of repairs that are the result of normal wear and tear.

Please quickly report all needed maintenance work so damage can be minimized and you can enjoy the full use of your dwelling.

# C. PROHIBITIONS

8. Don't tamper with smoke detectors, including disconnecting, covering, damaging or removing. Call for repair immediately if you have a problem with a smoke detector.



9. The burning of candles and incense is not permitted as it poses a fire hazard. Only **artificial** Christmas trees and wreaths are permitted in your dwelling unit. Compliance with this rule will aid in the effort to reduce fire hazards.

Smoking of cigarettes, vapors, or any other substance is prohibited within all Housing Authority properties and within 25 feet of any Housing Authority building, including apartments, duplexes, townhomes and single family homes.

- 10. RESIDENT must not construct any additions, or make any alterations or any repairs to the dwelling unit equipment or building systems.
- 11. No exterior attachments can be secured to the exterior of your dwelling unit without written permission from the OWNER.
- 12. No signs whatsoever may be displayed, nor any fixtures or fences erected.
- 13. When hanging items indoors, use tacks, nails or other small fasteners only in a manner prescribed by the OWNER.
- 14. Appropriate window coverings shall be supplied by RESIDENT within 30 days of move-in and are subject to OWNER approval. If blinds are selected they must be installed by OWNER.
- 15. Satellite dish antennas cannot be attached to the exterior of the building, and require OWNER approval prior to installation.
- 16. RESIDENT agrees not to install any additional or different locks on any doors or windows of the unit without OWNERS advance written permission.



- 17. Lockouts are handled by our maintenance and/or management staff. For all lockout requests there will be a **\$12.50 service fee** (1/2 hour maintenance labor) unless resolved by an on-site resident manager.
- 18. It is the RESIDENT'S responsibility to clean the refrigerator on a regular basis, including washing the rubber door seal gaskets with warm water and a mild soap or mild detergent.
- 19. Do not admit visitors that you do not know. Allow visitors you know access only through controlled access entrances. Do not prop doors open. Guests or visitors of the Resident may stay for only fourteen (14) consecutive days or a total of 30 days in a 12 month period. If any visit will extend beyond five days, the Resident must notify the Owner in writing prior to the stay, stating the reasons for the extended visit.

### D. GOOD NEIGHBORS







- 20. Bikes, toys, picnic tables, trampolines etc. <u>shall not</u> be left on the lawns, porches or sidewalks. Grills can only be left out seasonally if they can be safely stored in a private area leased exclusively to the resident.
- 21. Temporary swimming pools are permitted only at single family homes and duplexes. The only allowable swimming pools are the small hard or soft plastic "children's pool" circular type or a small infant inflatable pool. The pool must be less than 5 feet across and no more than 2 feet deep.

The swimming pool may not be left outside with water in it while not in use, including leaving water in pool overnight. You are required to be supervising at all times any children playing in the pool under the age of 10. Any damage to the property and lawn will be charged to you.

- 22. Parking or driving on lawns <u>is not allowed</u>. Do not park in a service drive at any time. Parking lots are for tenant vehicles only.
  - Unregistered or inoperative vehicles <u>shall not</u> be kept in the parking lot or at your unit, and if necessary will be ticketed and towed at the RESIDENT'S expense. Only minor vehicle repair is permitted in parking lots. Vehicles must be moved from parking lots in a timely manner as posted to allow for snow removal.
- 23. RESIDENT shall not undertake, nor permit RESIDENT'S family or guest, to undertake any hazardous acts or do anything that may increase OWNER'S insurance premiums. The RESIDENT, household members or visitor(s) shall act in a manner which does not disturb the rights or comforts of others and will be conducive to maintaining a decent, safe, and sanitary condition. Unlawful or disorderly conduct, commission of a nuisance, or conduct that is hazardous to health and/or safety is prohibited. Repeated violations will result in termination of the lease.
- 24. Remove garbage, rubbish and other waste from your dwelling unit in a clean and safe manner. **RECYCLING IS THE LAW.** Garbage must be placed in the appropriate containers, whether that is bagged for a garbage chute in a hi-rise or placed in a trash can or dumpster for timely pick-up. Garbage bags cannot be left outside on the ground at any time.



25. City ordinance prohibits placing trash and recyclables out on the wrong day or leaving your empty trash cans at the curb after the trash has been picked up. The OWNER will charge the RESIDENT with any fees/charges incurred as a result of improper garbage, rubbish or waste removal. Charges will be assessed for improper disposal of garbage or refuse left in common areas based on the latest approved labor rates. Failure to satisfy invoices for charges assessed may result in your eviction.

26. RESIDENT agrees not to litter the grounds; destroy, deface, or remove any part of the unit, common areas or premises; or allow children to play in the halls, stairways, elevators or other common areas except designated play areas.

# E. GOVERNMENT REQUIREMENTS

- 27. The RESIDENT, household members, visitor(s) or guest(s), or any other person under the RESIDENT'S control shall not engage in:
  - a) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of others, or
  - b) Any drug-related criminal activity on or off such premises. Any criminal activity in violation of the preceding clauses shall be cause for termination of tenancy, and for eviction from the unit. Drug-related criminal activity means the illegal manufacture, sale, distribution, or use of a controlled substance as defined in federal law.
- 28. Changes in family income resulting from a new job, a second job, loss of job, decrease or increase in hours worked or rate of pay, increase or decrease in unemployment payments, Social Security, SSI, child care payments, child support payments, alimony, W-2 benefits or any other source of income including income from assets; and any change in family composition must be reported to the OWNER **in writing** within seven calendar days.



# ALL CHANGES IN INCOME MUST BE REPORTED TO THE OWNERIN WRITING WITHIN SEVEN (7) DAYS!

Failure to report increases in family income may constitute Fraud against the OWNER and is punishable by fines under the local municipal codes and state and federal law. 29. Any abusive, violent or threatening behavior directed towards owner by RESIDENT, RESIDENT'S family or RESIDENT'S guests is prohibited, and may result in termination.

#### F. RESIDENT PRIVILEGES

- 30.**PETS:** Only OWNER-approved pets are permitted on the premises. Furthermore, pre-approval is required prior to bringing a pet to your apartment. **Please refer to the pet policy for more details.**
- 31. Air conditioners may be installed in the dwelling unit. If an air conditioner sleeve is provided in your unit, the air conditioner must be installed in the sleeve (and window installation is prohibited). Installation must may be checked by the OWNER'S maintenance staff.
- 32. Waterbeds are permitted in the dwelling unit. The resident is responsible for any damage that a waterbed may cause.
- 33. Portable heating units may be used, but only UL-approved electric heaters are permitted. Units must at all times be placed at least three feet from flammable materials. Units may be used only in adult occupied-rooms and units must be regularly inspected and repaired. Gas-cooking equipment may not be used inside of the unit or garage.
- 34.RESIDENTS in scattered site units are permitted a maximum of two rummage sales per year, with sales limited to less than 4 days. RESIDENT MUST NOTIFY OWNER at least 10 days prior to sale, including date and location (example–garage). The sale must be supervised at all times to ensure that neighbor children are not presented with an opportunity to get hurt. The sale of weapons, hazardous material, drugs or medications,

stolen items, or items that could result in serious harm is prohibited. RESIDENT yard needs to be fully picked up within 24 hours of the sale concluding. If your unit has a garage, it should continue to meet cleanliness and safety expectations at all times during and after the sale. Parking should be restricted to the street. Parking in fire lanes or other resident driveways is prohibited.

# **G. MOVE-OUT REQUIREMENTS**

- 35. When moving from your dwelling unit, you must return all keys and access cards, including the mail box key, if applicable, to the OWNER. Charges will be assessed for missing keys or cards including charges for changing the locks. Fees will be based on replacement costs and labor. Charges for a mailbox key not returned will be based on U.S. Postal Service charges.
- 36.RESIDENT shall return the unit completely cleaned throughout the entire dwelling property, including interior, exterior, garage/shed, and yard (where applicable).

#### **OWNER:**

Oshkosh Housing Authority
Winnebago County Housing Authority
Cumberland Court Housing Commission
600 Merritt Avenue, PO Box 397
Oshkosh WI 54903-0397

Phone: (920) 424-1450 Fax: (920) 424-1474 www.ohawcha.org

I confirm receipt of Resident Handbook and agree to follow all provisions within the handbook:

HEAD OF HOUSEHOLD NAME:	
	PRINT
SIGN:	
Resident	Date
Resident	Date
Resident	
Resident	Date
Resident	Date