

TENANT HOUSE RULES

HOUSING AUTHORITY OF THE
TOWNSHIP OF BERKELEY

44 Frederick Drive
Bayville, NJ 08721

732-269-2312

REVISED MARCH 2007

WELCOME!

Dear Resident:

The Housing Authority of the Township of Berkeley is pleased to welcome you and your family to a new home.

The Congress of the United States of America, through annual financial contributions, the Township of Berkeley by way of reduced taxes, and the residents themselves by their cooperation in attaining minimum cost Maintenance and Operation make possible the low rents achieved in Public Housing.

This is a home in your neighborhood. You can create the kind of community life that is so important in the development of a family. The staff stands ready to assist you and your neighbors.

In the following pages we have compiled suggestions for better living, as well as some terms and conditions of occupancy. These policies and procedures are referred to in your Lease, and by such reference they are made part of your Lease. Please read them and your Lease carefully. They represent our entire agreement. Policies of the Housing Authority can be changed and updated, by Board of Commissioners approval; Updated information will be posted in office and may also be distributed through thought flyers, and reviewed at re-certification.

Let us mutually assist each other in making your home and community the most desirable to live in.

This is a new home. It has all the things for you to make this a pleasant living environment.

Your enjoyment depends largely on you and the extent to which you contribute toward making it a pleasant, neighborly place in which to live.

Sincerely yours,

COMMISSIONERS OF THE HOUSING AUTHORITY
OF THE TOWNSHIP OF BERKELEY
IN THE COUNTY OF OCEAN

MAINTENANCE

The hours of our Maintenance Department are 8:00AM - 4:00PM, Monday through Friday. Maintenance is on call 24 hours a day 7 days a week for emergencies. Call immediately for any repair or emergency in the apartment.

No charges are made for normal maintenance in our units. Some of the most important requirements that the Housing Authority must meet are:

1. All foundations, walls, roofs, floors, ceilings, doors, locks, stairs, and porches or balconies must be safe.
2. All plumbing and heating equipment must be properly installed, kept in sound mechanical condition and free from leaks.
3. Heat must be supplied at a temperature of 68 degrees whenever the outside temperature falls below 68 degrees, except when an energy crisis dictates other settings. (Heating season Oct 1st – May 1st)
4. All outside court areas must be adequately lighted at all times.
5. Broken windows, roof leaks, plumbing leaks, loose toilets, loose wash basins, and leaks under kitchen and bathroom sinks must be reported immediately to prevent further water damage from occurring.

Residents will be charged for maintenance and repairs caused by negligence of the tenant, his family, dependents or guests. All maintenance and repair needs must be reported to the Management Office where a service request is prepared and signed by the tenant or a designated member of the household. Damages are assessed by preventative inspections and determined by the Maintenance Supervisor. The Maintenance Staff has 25 days to complete non-emergency work-orders. Emergency work-orders will be within 24 hours.

NOTE: Residents are not permitted to make any repairs to the premises. Residents must get Board approval before attaching any items to the walls or floors. No Painting or wallpaper to be used in apartment. Tape or thumbtacks are too on the wall by residents.

SAFETY AND SECURITY

1. Never open your door unless you know who is on the other side.
2. Keep your apartment door locked whether or not you are at home.
3. Never leave your ground level windows open while you are away from the unit.
4. If you notice loiterers around your apartment building or unit, notify the police immediately.

CRIME INSURANCE

Federal Crime Insurance is now available at reduced rates. Residential Crime Insurance protects you against loss from robbery or burglary up to \$10,000.

Applications may be obtained from any licensed property insurance agent or broker in New Jersey, appropriate servicing company, or the New Jersey Underwriting Association, 744 Broad Street, Newark, New Jersey 07102.

For further information you may contact:

Federal Crime Insurance PO Box 41033 Bethesda, Maryland 20814-0436

RENTER'S INSURANCE

This insurance will cover belongings inside your apartment from damages that may occur. This insurance can be paid for monthly. Call your local insurance agents for quotes.

FIRE PREVENTION

1. There is an average of one apartment fire every ten minutes in the United States.
2. Nearly 30% of all fire fatalities are small children.
3. Be certain everyone in your family knows what to do in the event of a fire.
4. Please read the following suggestions carefully:

DO:

Get out of the building.

Notify the Fire Department

Use care with matches and smoking materials.

Repair and replace defective electrical cords and appliances.

Respect your heating and cooking equipment.

Keep ranges clean; make sure nothing is stored in the oven before lighting.

Make sure all burners, oven and broiler, are turned off when not in use.

Keep trash and refuse in metal containers with close fitting lids.

Keep matches and lighters out of the reach of children.

DO NOT:

Use stoves to heat your apartment.

Depend on someone else.

Re-enter a burning building.

Do not smoke inside your unit.

Carry a lighted match or cigarette into a closet.

Abuse your electric service and appliances.

Do not use extension cords.

Leave hand towels, curtains or combustibles near your gas stove or oven.

Leave food cooking when you are out of the unit.

Never leave candles burning unattended.

Do not use kerosene or electric heaters.

CAUTION: DO NOT GO TO SLEEP WHILE YOU HAVE FOOD COOKING!

Accumulate rubbish.

Leave children alone at any time.

Store gasoline or other combustible liquids in your units or equipment with combustible fluid.

Personal belongings are not covered by the Housing Authority in case of fire. The Authority has fire insurance, which covers damage to the buildings. To protect your property from loss, we suggest that each resident obtain his own insurance. The State Insurance Commission may be contacted if you have any problems or questions.

PEST CONTROL

Insects that invade an apartment can be divided into two (2) classifications. Some are destructive to the building and others are a menace to health. All are a nuisance to have around.

Keep in mind that it is difficult to control insects 100% of the time. Insects such as clover mites and flying ants have a short life span. They originate outside and migrate into the dwelling at certain times of the year. Other pests do not come to an area unless they are invited. Once they come, they travel from apartment to apartment. It is better to take the necessary precautions to prevent their influx. To keep out household pests, starve them. Any food you have out or uncovered is an open invitation to bugs or rodents. When you store food, be sure to keep it covered. After you open flour or sugar, put it in a jar or container with a lid you can close. Keep all jars closed. Clean up spilled food. Even small crumbs can be a meal for a roach or an ant.

If you leave garbage lying around, pests will find it. Use a plastic bag strong enough to prevent leakage. You and your family must put garbage in the bag and not leave it around. Instruct your family members where to place trash when removing it from the unit. Tie bags securely and deposit inside the designated trash containers. All trash and debris must be placed in dumpsters provided. Be sure you and your children are not throwing trash on lawns, walkways, or outside the dumpster; otherwise you may be charged a clean-up fee of \$25.00 (see Maintenance charges).

Dirty dishes can attract bugs. If you cannot wash them right away, scrape any leftovers into a plastic bag and rinse dishes in hot water. Most types of roaches can be controlled with insecticides available at your supermarket. Infestation can

be avoided by practicing good housekeeping. Bags and boxes should be checked when brought into your apartment from grocery and other stores. If a situation is beyond your control, let Management know. Some insects can be destructive to property. One rule to remember is, if a large quantity of insects is found, put one in a bottle or envelope for later identification.

The Berkeley Housing Authority provides Extermination Service once a month for each unit for insect infestation. In cases of severe infestation, extermination service will be provided more frequently.

The Housing Authority Maintenance Department must enter into your apartment on the day designated for extermination. If you need to change your appointment due to illness, you must call the office at least one day in advance.

There is a charge of \$50.00 for refusal of extermination or if you are not prepared for extermination.

Please review attachment to lease for treatment used.

APPLIANCES IN THE APARTMENT - (Should be cleaned at least once a week)

REFRIGERATORS - all frost free.

Food Compartment - wash with water and baking soda solution (3 tablespoons to a quart of water) or mild sudsy water. Rinse and dry. Ice Trays - same. Door Seal - same. Exterior - wipe with a damp cloth.

GAS RANGES

General - be sure to turn off all controls before cleaning. Do not use or spill oven cleaner on metal trim! Never use gritty soaps or abrasive cleaners on any surface. Do not use any sharp instrument (knife or razor blade) to clean any surface. Do not move ranges; you might break metal tubing attached to the range.

Exterior - Wipe up spills at once. Clean thoroughly when surface cools.

Control Panel - Wipe with damp sudsy cloth. Then rinse and dry.

Burners - Clean cook top units with detergent and hot water. Rinse and dry. Scouring pads can be used very carefully to remove burned-on food. Check burner holes. If they are clogged, clean with a wire.

Before requesting service, make sure that the following things have been checked by you:

1. Are the gas burners free of grease?
2. Is the oven properly cleaned of grease?
3. Is the pilot lit?

PLUMBING FIXTURES – (Should be cleaned at least once a week)

Sinks, Toilets and Bathtubs - to clean fixtures, use soap and water with a sponge or cloth. Then rinse with clear water and polish with a dry cloth. If this method does not clean satisfactorily, a mild cleaning compound (a mild cleanser) can be substituted. Avoid using sharp knives and razor blades for removing foreign deposits. If a fitting leaks, call Management as soon as possible.

Spilled medicines, hair rinses, and drainpipe solvents should be washed up immediately. Sinks and drain boards should not be used for chopping or pounding. If you keep the strainer in the sink, and refrain from using the drain as a garbage disposal, it will minimize the number of stoppages. It is also wise to pour a pot of boiling water down the drain about once a week to prevent grease from accumulating.

Once a toilet has been cleaned with a cleanser, flush the bowl so that remaining particles do not accumulate. DO NOT put refuse, toys, sanitary napkins, disposable diapers or any similar articles into the toilet.

Make regular observations around your bathtub for cracks and holes that will allow water seepage. Check the floor area around the tub. Report cracks before water damage can occur.

Shower curtains must be used. Do not permit family members to shower with the curtain outside the tub. Do not permit users of your shower to use high water force that will run off the back end of the shower onto the floor. Water escaping from the shower to the floor beneath the tub can run into your kitchen ceiling. This will be avoided if you follow these rules.

Care of Fiberglass Bathtub - use non-abrasive cleaning products such as Spic & Span or multi-purpose liquid or spray cleaners (i.e. 20 Mule Team Power Spray, Formula 409, Lysol Basin, Tub & Tile Cleaner, Dow Bathroom Cleaner). Remove heavy soap scum build-up with mild abrasive cleaners such as Soft Scrub or Bon Ami Polishing Cleanser. Remove hard water stains or mineral build-up with a scale remover such as Lime-Away. Follow the manufacturer's

instructions for all cleaning products. Use non-abrasive applicators made of nylon, polyethylene or polyester (i.e. Bath Scrub by 3M Company).

FLOORS -- (Should be cleaned at least once a week)

Tile Floors - Sweep daily with a soft, dry mop or broom to remove surface dust and soil. When washing is necessary, the floor should be washed with a solution of cleaner such as Spic & Span and lukewarm water. Avoid using strong cleaners. Do not soak floors with excessive water. Damp mop only. After washing the floor rinse with clean, cold water to remove the cleaning residue. Allow the floor to dry thoroughly before waxing. Abrasives such as steel wool must NEVER be used. Food stains should be cleaned up immediately. In all cases, rinse and dry after scrubbing. How often a floor is waxed should depend on the type of tile, keeping in mind that excessive use causes an accumulation of wax that very often damages the tile. Do not use paste wax on vinyl floors. Do not use cleaning agents containing caustics (corrosives), strong soaps or solvents such as gasoline, kerosene, turpentine, or benzene. Do not use bleach.

Floor Wax - refrain from using waxes advertised as "permanent" and those that list ethyl alcohol as an ingredient.

WALLS -- PAINT -- (Should be cleaned at least once a week)

Today, most walls are washable, but marks from ballpoint pens, crayons and felt pens are almost impossible to remove.

When placing furniture in your rooms, keep it at least three inches from walls. Otherwise the furniture leaves a black line on the walls which is impossible to wash off. Put felt or pads on the bottom of all furniture so it does not scratch floors.

No tenant is permitted to repaint over the paint now being provided. Keep all painted surfaces clean as apartments are not repainted frequently.

The paint is washable with a mild water-soluble solution. No one is permitted to repaint over it without permission as stated above. Latex semi-gloss paint has been used in the units. This paint is high quality paint, which meets government regulations. Only cold or warm water should be used for washing painted surfaces, as hot water will cause the paint to come off.

Contact paper, wallpaper, boarder paper and other wall coverings are not permitted. Paneling is not permitted.

There is a five-year paint cycle provided by the Housing Authority. If the unit needs repainting due to tenant's negligence, poor housekeeping, defacing of walls, etc. it will be performed at the tenant's expense.

JOINING AND BECOMING A PART OF THE TENANT ORGANIZATION

The Housing Authority realizes that well organized resident involvement goes hand in hand with good management. Experience has shown that when residents are involved in planning for improvement of their development, a better understanding of the problems of Management is gained.

Resident involvement also fosters sound relationships among residents and creates individual and collective growth. Only this kind of well-organized participation can effectively inspire the residents in working with the Management on a mutual problem-solving approach for the benefit of all concerned.

THE LEASE

The obligations of both the Authority and the tenants are based upon a written agreement known as the Dwelling Lease.

Tenants should read the Lease and the rules and regulations very carefully and make sure he/she understands all the provisions therein. Be certain you understand all provisions in the Lease and rules and regulations, which state the tenant's responsibilities and obligations.

The lease is binding, from year to year. A rider to the lease is done annually with the Housing Authority if it is determined by the Housing Manager to continue your lease.

SECURITY AND REPAIR CHARGES

The Authority requires a Security Charge to protect itself against the possibility of a tenant doing damage to the unit or leaving without paying the rent.

For repairs requested by tenants other than for normal wear and tear, Repair charges are applied to your account and must be paid within two (2) weeks from the billing date. Invoices will be mailed/delivered with a list of charges provided. Charge lists are updated yearly. A minimum payment of \$25.00 is expected. (Refer to Resolution 2011-3-2.)

DISCRIMINATION

The New Jersey law against discrimination requires equal treatment for all persons regardless of race, color, creed or sex. A family must meet all the necessary eligibility requirements for admission as stated in the Authority's Statement of Policy that is located in the Management Office.

PRE-RENTAL AND PRE-TERMINATION INSPECTION

Before an apartment or unit is rented or tenant turns in keys of vacated unit, a notice is given by tenant so that Management can perform a complete inspection of the unit. During this time, a list should be prepared that indicates the condition of all facilities and it should be dated and signed by both Tenant and Management. All tenants move into a clean, renovated apartment.

CONDITION OF THE PREMISES

Management at least once a year will make inspection of each unit on the physical and housekeeping conditions. Inspections will occur more than once a year.

RULES AND REGULATIONS

1. A tenant, any member of his/her household or their guest, is responsible for any violation caused by their own willful act, gross negligence or abuse with respect to the public part of the premises.
2. All tenants shall, upon reasonable advance notification from Management or Maintenance, permit access to the unit for the purpose of performing routine inspections, necessary repairs and extermination services.
3. Tenants are expected to report any violations on the premises promptly to Management.
4. Under no circumstances shall a tenant, his/her children, or guests destroy safety equipment, empty fire extinguishers or remove fire hoses from racks.
5. All garbage and trash shall be placed inside receptacles provided by the Authority. There is a \$25.00 charge to tenants for leaving trash around your apartment if cleaned by maintenance.
6. Occupants of each unit shall be responsible for keeping the interior/exterior space safe, sanitary and clean.

7. Tenants are expected to exercise control over the conduct and activities of their children and their friends. Management realizes that children must play, but parents should provide proper supervision, so that they do not annoy neighbors or cause damage.
8. Pets are not permitted on the premises. Prior to owning a pet all requirements of the Pet Policy must be satisfied. Pet Policy requires a security deposit, non-refundable pet registration fee, veterinarian certification, rabies vaccination, pet photo and Township registration. **No visiting pets are permitted at any time. Any pet seen in the apartment will be charged a pet violation in the amount of \$ 150.00 per day or until a Pet Security Deposit is paid and the required documentation is provided.**
9. Rent is due on the first of each month. A receipt is to be issued for all monies paid. PAYMENT OF RENT SHOULD ALWAYS BE YOUR FIRST PRIORITY. Other terms and conditions are contained in Rent Collection Policy and are incorporated into Lease Agreement and House Rules by inference. Cash will not be accepted.
10. Under no circumstances shall the tenant, his family, friends or guests disturb the peace and quiet of other residents in the neighborhood. Drug related parties are prohibited. Verbal or physical disputes are not permitted.

After 10:00 PM all noises, such as televisions, stereos, loud conversations and verbal dispute should be lowered to a reasonable volume. Stereo or radio speakers shall not be placed in windows or hallways. We suggest that when purchasing stereos you consider selecting a size large enough for your enjoyment but small enough to avoid vibrations throughout the building. The Housing Authority does not tolerate loitering. Berkeley Township has a 10:00 PM curfew, which all residents must observe.

11. Neither motor vehicles nor motorbikes are permitted on the project site, except in those areas reserved for parking.
12. All tenants are expected to cooperate fully with Management. The Authority will not permit **personal or verbal abuse**.
13. In keeping with the Energy Conservation Program do not leave fans, air conditioners, lights and televisions on when you are not at home. Turn off all lights, fans and televisions in rooms when you are not in them. Do not burn lights during the day unless absolutely necessary.

14. Extra freezers, with special permission, are allowed up to 15 cu. ft. maximum capacity. There will be an extra charge to the tenant - \$10.00 for each additional freezer, air conditioner \$ 30.00 per unit. BTU in air conditioner should not be over 8,000. The monthly rate charges for these extra appliances will be in accordance with current rate computed by GPU and revised periodically. There may be additional charges for excess utilities not listed above.

Washers and dryers are not permitted in apartments if the HA provides a laundry room. The Laundry Room hours are posted.

15. Family Composition - only those persons named in the Lease are permitted to live in the apartment. The Housing Authority is required by law to know the number of people in each apartment. The tenant must, therefore, report any birth, death, or change affecting the number of persons permanently living in the unit to the Management Office at once. No tenant can move someone into his or her apartment without first a written request to the Housing Authority and the tenant must have approval from Housing Authority.

Guests - like any normal family, you will occasionally have either friends or relatives visiting you temporarily (10 days with Authority permission). You are responsible for your guests. If they do not abide by the rules and regulations, they can be barred from the property. However, prior written permission must be obtained from the Management for any person to move into your apartment on a permanent basis. Any guest who stays a combined total of ten (10) days or longer in the course of one year will be considered by the Authority as an illegal tenant.

16. Personal Property - neither the Housing Authority, its guests or employees are responsible for the loss of or damage to any personal property of any member of a tenant's family or anyone else from any cause whatsoever. The Housing Authority reserves the right to dispose of any personal property which is left behind when a tenant moves, when and as it sees fit.
17. Right to Enter - the Housing Authority reserves the right to enter your dwelling to repair any apparatus, for the purpose of inspecting Authority property, or for exterminating services. This right is to be exercised in a reasonable manner. Each tenant will be subject to inspections as this Authority deems necessary.

18. No Smoking in the Apartment – Smoking is prohibited inside the apartment. All residents and guests are required to smoke outside the apartment. Apartment walls and carpets must be free from any nicotine stains and smoke smells. The Resident is responsible for any painting/cleaning due to any nicotine/smoke damage within the apartment.
19. Absence from Dwelling - If all members of your family are to be away from home for more than two days, notify the Management before you go, leaving a telephone number where you can be contacted or the name, address and telephone number of a friend to be notified in case of an emergency. Before you leave for any length of time close and lock all the windows and shut off water faucets and electrical devices, including lights.
20. Child Responsibility - the behavior and actions of children are your responsibility and any damage caused by their neglect, carelessness, or indifference will be charged to you. It is your obligation to prevent your children from damaging or destroying Project property. Continued complaints against children of a tenant may result in the termination of the family's Lease.
21. Parking Space – A parking space is provided for cars belonging to tenants. Stickers will be issued annually with proper information and visitor parking is designated. All other vehicles will be towed at owners' expense. Parking must be in designated spots only. You must have your license, registration and insurance to obtain a parking sticker. A fine of \$ 25.00 per occurrence is assessed for illegal parking.
22. Tenant-to-Tenant - It is up to each household member to have consideration for other tenants. Disputes among tenants should be addressed to the Authority in writing, if necessary. All information will be completely confidential.
23. Grounds and Buildings - Shrubs and young trees, grass and so on provide a temptation for children. Please instruct children to play only in the play areas. Also teach your children to respect your own and your neighbors lawn. Please do your part to keep the walks and lawns clean in the summer time and the walks free of snow in the wintertime. Riding bicycles on the walks within the development and in play areas is a dangerous practice. Instruct the children who own bicycles to ride on the right side of streets. Young children on tricycles should use the sidewalks. DO NOT allow bicycles, carriages, wagons, etc. to block stairways or halls.

24. Questions and Complaints - Please do not hesitate to bring your questions and complaints to the Management Office. These will receive every possible interest, consideration and attention. Continued complaints against children or tenants' guests may result in the termination of a Lease. You will be held responsible for your families or guests' behavior and actions.

RESPONSIBILITY OF THE HOUSING AUTHORITY

1. Exterior common areas used by tenants after dark shall be lighted.
2. Receptacles (or some other means of disposal) for garbage shall be provided and maintained properly.
3. Electricity shall be provided, with sufficient electrical outlets in each room.
4. Heat will be provided at a temperature of at least 68 degrees F., except when an energy crisis dictates other settings.
5. Every sink, toilet, basin, tub, and shower shall be properly connected.
6. Every dwelling unit must contain the following facilities:
 - a. A toilet equipped with a flushing mechanism
 - b. A bathtub or shower
 - c. A wash basin in the toilet room or close to it
 - d. A kitchen sink, connected to hot and cold water, with a drain board or countertop
 - e. Means of natural or mechanical ventilation
 - f. Place for storage of food free from infestation
 - g. Facilities for refrigeration in good operating condition
 - h. Cooking facility
 - i. Cabinets or drawers or other storage areas for cooking and eating equipment
 - j. Two floor or wall electrical outlets

7. Infestation shall be controlled with tenant's cooperation.

COMMUNITY BUILDING

If your Project has the above-mentioned facility in order to use it written notice must be received and approved by the Housing Authority. Alcoholic beverages and drugs are not permitted.

EVICTION

The Housing Authority may evict a tenant for many reasons with cause. If Management should elect to terminate a Lease, tenant must be informed, through a written notice, of specific reasons for such action. This notice shall advise him/her of their right to request a hearing in accordance with Grievance Procedures. All eviction proceedings are in accordance with the "Fair Eviction Notice Act," HUD Regulations, and Rent Collection and Eviction Policy.

CAUSES FOR EVICTION

1. A tenant does not pay rent due and owing on a written lease or rider.
2. A tenant does not pay rent after Management has sent a notice that a rent increase will occur.
3. A tenant or person in his/her household or guest continues to be disorderly (i.e. disturbs the peace and quiet of neighbors or other tenants or Housing Authority staff) after written notice to stop.
4. The tenant or household member has caused damage or injury to the apartment either purposely or through gross carelessness.
5. The tenant breaks one of the Authority's rules and regulations after written notice to cease. These rules and Regulations are incorporated in House Rules and are considered part of the Lease.
6. Serious violation of any agreement in the Lease provided such agreement is reasonable.
7. At the end of the Lease, tenant refused to accept reasonable change in Terms of Lease. Management will have given written notice of these changes to tenant.
8. Habitual failure to pay rent on time after written notice to cease.
9. Poor housekeeping standards.

10. Failure to control conduct of tenant, children, friends, and guests.

CONCLUSION

The Housing Authority is endeavoring at all times to establish a cordial, workable landlord-tenant relationship. To definitely accomplish this mutual purpose we ask you to carefully observe the Rules and Regulations, which have been compiled in this document. Additional regulations will be published from time to time as necessary. This document must be kept in the apartment and available at all times for reference. The established policies of the Housing Authority shall control in applicable situations.

These restrictions are required to insure the minimum cost maintenance and operation, which make possible the low rents achieved in Public Housing. We have done our best to provide the proper shelter and environment so necessary for the sound development of your family. You will be expected to assist us in maintaining the kind of Project that will upgrade the standards of your home, and make your community a better and more desirable place in which to live. Remember, your home is both a privilege and a responsibility.