

# **BENNINGTON HOUSING AUTHORITY**



## **BEECH COURT APARTMENTS**

**201 Beech Court**

**HOUSING DESIGNATED FOR RESIDENCY BY  
FAMILIES**

## **RESIDENT HANDBOOK**

**Bennington Housing Authority** welcomes you to your new apartment. This handbook is designed to provide you with information and policies regarding your residency and your apartment. Please read it carefully and let us know if you have any questions.

December 2019



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## **ABOUT YOUR LEASE**

Your lease is a legally binding agreement between you and BHA. Under the lease, BHA has an obligation to provide you with decent, safe and sanitary housing. You, in return, have an obligation to pay your rent, maintain your apartment in good condition, and respect the rules and regulations which have been established for your property, as well as the rights of your neighbors.

It is your responsibility to read your lease thoroughly and to ask questions about any provisions you don't understand. BHA will hold you strictly responsible for all the provisions of the lease. Any violation of your lease may be cause for eviction.

### **BENNINGTON HOUSING AUTHORITY'S RESPONSIBILITIES**

- We will maintain your apartment and the property in a decent, safe, and sanitary manner.
- We agree to make necessary repairs to the premises. However, the cost of these repairs may be your responsibility if damage was intentional or due to neglect.
- We will maintain buildings and common areas not otherwise assigned to tenants in a clean and safe condition.
- We will maintain the grounds and shrubs and maintain the exterior lighting in good working order.
- We will provide heat, hot water and electricity and arrange for the removal of trash, garbage and recycling.

### **RESIDENT RESPONSIBILITIES**

- You will meet the terms of the lease and your obligations under the HUD public housing program.
- If you wish to add someone to your lease, that person must contact BHA to complete an application and screening process. Only those household members approved by BHA and listed on your lease may live with you. A guest who visits more than 15 consecutive days or uses your address as his/her mailing address, will be considered to be living at your residence, and you will be found in violation of your lease.
- You, other members of your household agree to abstain from any criminal activity, including drug-related, on or off the premises, and agree not to let your guests engage in any of these activities while they are on the premises.
- You agree to abstain from any activity that threatens the health, safety or right to peaceful enjoyment of the premises by other residents or employees of BHA; this includes all members of your household and your guests.

- You agree to refrain from alcohol or controlled substance abuse which interferes with the health, safety, or right to peaceful enjoyment of the premises by residents.
- You are responsible for keeping your apartment in a clean, sanitary and safe condition at all times.
- You agree to pay rent in full no later than the 10th of each month unless other arrangements have been made with BHA.

## **GUESTS**

Family and friends are welcome to visit you in your home; however, **you are responsible for the behavior of your guests at all times.**

You may have guests or visitors for up to 15 consecutive days and no more than 30 days in a year.

Bennington Housing Authority may consider a person to be living at your apartment even in the case that s/he does not stay with you every night or works nights and visits you during the day. A person who is without housing will not be considered a guest and will be considered a boarder. Tenants may not permit boarders to stay in their apartment.

If at any time you wish to add a person to your lease, including a spouse or partner, you must contact the BHA office to request an application form which must be filled out by the person you wish to have added, including all income information. BHA will require that person to be thoroughly screened before granting permission and drawing up a new Lease. A person added to your Lease may result in a change in your rent.

## **RENT PAYMENTS**

Your rent is due on the first working day of each month. After the tenth day of the month, it is considered delinquent. If your account is still not paid in full by the 25th of the month, a 14-day Notice to Vacate will be sent to you on the next business day following the 10th. There will be a fee to cover the cost charged to your account if we send you a Notice to Vacate.

**BHA will accept no cash payments. Rent must be in the form of an automatic debit from your bank account or a check or money order which may be hand-delivered, put in the drop-box or mailed to:**

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**Bennington Housing Authority  
22 Willowbrook Drive  
Bennington, VT 05201**

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**If you mail your rent, a receipt will be sent to you.**

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## **RETURNED CHECK FEE**

A fee will be charged for each returned check or electronic payment. After a second incident of a returned check or electronic payment, BHA will accept payment of rent by money order or bank check only.

## **SECURITY DEPOSIT**

Your security deposit is due in full when you sign your lease. Under some limited circumstances, new tenants may be allowed to enter into a Security Deposit Payment Agreement for no more than a three-month period. If payments are not made as stipulated in the Agreement, future rent payments may be applied to the Security Deposit following notification to the tenant. The security deposit is kept by the BHA in a separate, interest-bearing account. You begin accruing interest once your deposit is paid in full.

When you leave your apartment, the security deposit will be refunded with interest within fourteen (14) days of the receipt of your keys at the BHA office, PROVIDED that you (1) have not caused any damage in the apartment, (2) do not owe any unpaid rent and (3) have given 30 days written notice that you are vacating your apartment and have provided us with your new address. Failure to return keys will most likely cost you additional days of rent.

If a portion or all of your security deposit is withheld to pay for unpaid rent, tenant damage, or failure to give the proper written notice, you will receive an explanation and itemization of charges in accordance with Vermont law.. You will be billed and held responsible for any charges not covered by your security deposit in accordance with local ordinance. Any outstanding balance will be reported to a credit bureau for collection and for inclusion on your credit history.

Examples of common tenant damage include:

- Broken windows and torn screens
- Damaged doors
- Damage to counter tops, sinks, appliances
- Damage to walls, including extra cleaning and painting of walls necessary because of excessive smoking in the apartment

Further information will be provided when you receive the explanation of charges withheld after you vacate.

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**THE SECURITY DEPOSIT CANNOT BE USED AS PAYMENT OF YOUR  
LAST MONTH'S RENT.**

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# **POLICIES**

## **REASONABLE ACCOMMODATION POLICIES AND PROCEDURES**

Bennington Housing Authority is committed to ensuring that its policies and procedures do not deny individuals with disabilities the opportunity to participate in, or benefit from BHA's programs, services and activities.

If a person with a disability requires an accommodation, BHA will provide the accommodation unless doing so will result in a fundamental alteration in the nature of the program or an undue financial and administrative burden.

A person with a disability may request, in writing, a reasonable accommodation at any time during the application process or residency in housing owned or managed by BHA. A standard form for this request is available at the BHA office. The person may also request an alternative communication format for the request.

The decision to approve or deny a request for a reasonable accommodation is made on a case-by-case basis. The decision will be based upon HUD regulations, Federal law, the needs of the individual requesting the accommodation, and a consideration of what alternatives might satisfy the needs of the individual in their particular situation.

BHA will request verification of the disability and the accommodation needed from a physician, licensed health professional, professional representing a social service agency or disability agency or clinic identified by the individual requesting the accommodation.

Upon receipt of the verification, BHA will promptly review the request. If additional information or documentation is required, BHA will notify the individual, in writing, of the need for additional information or documentation.

Upon the receipt of all required information and documentation, BHA will promptly advise the individual of the approval or denial of the request. If the request is denied, the individual will be provided information on appeal rights, if any, in accordance with the applicable BHA Administrative Policy.

An applicant or resident may, at any time, exercise their right to appeal a BHA decision through the Department of Housing and Urban Development or the U.S. Department of Justice.

Individuals may contact the HUD Boston Fair Housing Hub Office at **1-800-827-5005**.

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

Bennington Housing Authority does not discriminate against individuals with disabilities in housing programs and employment. The Executive Director is the Section 504 Compliance Officer. BHA will consider all requests for Reasonable Accommodations to assure persons with disabilities that they may fully access and utilize our housing programs and related services. Please contact the BHA offices with all questions and requests regarding accessible apartments and reasonable accommodations. (see page 7 for more details and procedure)

## **ANTI-DRUG POLICY**

BHA is committed to providing its residents with a safe and drug-free living environment. BHA will endeavor to achieve this objective by:

1. Conducting comprehensive background checks that include screening applicants for drug-related and other criminal activity.
2. Further developing a cooperative working relationship with the Bennington Police Department and the State of Vermont Department of Corrections.
3. Terminating the tenancy of any tenant if a household member or guest engages in drug-related or other criminal activity which has an adverse effect on the health, safety and welfare of other residents.

## **ANTI-HARASSMENT**

Every resident of BHA's housing programs has the right to be free of harassment based upon race, color, religion, creed, sex, national origin, handicap, familial status, sexual orientation, gender identity, gender related characteristics or receipt of public assistance. BHA is committed to maintaining its housing developments as safe living environments in which each tenant respects the rights and privacy of other tenants.

HARASSMENT is any unwelcome verbal, written or physical conduct, including but not limited to, demeaning comments or behavior, slurs, teasing, mimicking, jokes, gestures, name calling, graffiti and stalking.

BHA will not tolerate harassment by employees, tenants or tenants' guests. The Lease requires that every Tenant and guest (1) conduct himself/herself in a manner which will not disturb his or her neighbor's peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition and (2) refrain from activity which impairs the physical or social environment of the project.

BHA considers harassment of another tenant on any of the basis indicated above to be a violation of the lease and grounds for termination of the lease.

Residents who feel they have been harassed for any of the reasons indicated should immediately report the harassment to the Director of Administrative Services or the Executive Director, and file a complaint form. Upon receipt of a written statement from the complainant and authorization to contact the alleged offender, BHA staff will make every effort to resolve the complaint up to and including the holding of a formal hearing or mediation. through third party mediation. Retaliation by the alleged offender will not be tolerated and will be grounds for termination of the lease.

## **EFFECTIVE COMMUNICATIONS POLICY**

Bennington Housing Authority is committed to ensuring that its communications with applicants, program participants, employees and members of the public with disabilities are as effective as communications with others.



BHA will furnish appropriate auxiliary aids and services, where necessary, to afford individuals with disabilities, including individuals with hearing or visual disabilities, or individuals with limited English proficiency, an equal opportunity to participate in and enjoy the benefits of the programs and services of the BHA.

Examples of auxiliary aids and services include:

- Staff assistance with the completion of applications
- Telecommunication services of qualified sign language interpreters for persons with hearing impairments
- Large print, brailled, orally delivered or taped materials for persons with visual impairments
- Interpreters in the appropriate language for persons with limited English proficiency

BHA will give primary consideration to the choice of auxiliary aids and services requested by an individual with a disability or limited English proficiency.

Applicants requesting an auxiliary aid or services should make the request to the BHA staff person providing, reviewing or processing the application. Residents requesting an auxiliary aid or service should make their request to the Director of Administrative Services.

Requests for auxiliary aids or services for public events such as Board meetings, public hearings or other BHA support or sponsored events shall make their request to the Director of Administrative Services no later than forty-eight (48) hours prior to the event.

## **FAIR HOUSING POLICY**

It is the policy of BHA to comply fully with all Federal, State and local laws relating to Civil Rights, including Title VI of the Civil Rights Act of 1964, Title V of the Civil Rights Act of 1968 (as amended by the Community Development act of 1974 and the Fair Housing Amendments Act of 1988), Executive Order 11063, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the American with Disabilities Act, any applicable State laws or local ordinances and any legislation protecting individual rights of tenants, applicants or staff that may subsequently be enacted.

BHA will not discriminate because of race, color, sex, religion, familial status, disability, national origin, marital status, sexual orientation, gender identity, gender related characteristics, or receipt of public assistance.

BHA will not:

- Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to lease housing suitable to its needs;
- Provide housing which is different from that provided to others;
- Subject a person to segregation or disparate treatment;
- Restrict a person's access to any benefit enjoyed by others in connection with the housing program;
- Treat a person differently in determining eligibility or other requirements for admission;  
or
- Deny a person access to the same level of services.

## **PRIVACY RIGHTS**

All information in tenant files is considered to be confidential, except that BHA may disclose information in tenant files to other public agencies, utility companies or nonprofit organizations in furtherance of the operations or business of BHA. BHA may also disclose information relating to the tenancy of former BHA tenants to landlords who are seeking references and to credit bureaus. Medical information and information concerning a disability of any tenant or applicant will not be disclosed by BHA to any person or organization in accordance with the written release signed at the time of application.

Except for disclosure of information to landlords seeking references and to credit bureaus, any tenant or applicant who wishes to limit disclosure of information by BHA as provided above must notify the Executive Director of his/her wishes in writing.

## **GRIEVANCE POLICY**

BHA provides residents an opportunity for a hearing, if the resident disputes within a reasonable time, any BHA action or failure to act, involving the resident's lease, or BHA regulations which adversely affect the individual resident's rights, duties, welfare or status.

A detailed summary of the Grievance Policy and Procedures will be provided to you on request.

## **RELIGIOUS DISPLAY POLICY**

Residents of BHA housing have a variety of beliefs concerning matters of religion and BHA respects the right of each of its residents to his or her individual beliefs. BHA understands the desire of some of its residents to express themselves by displaying religious symbols in common areas. The BHA is also mindful of others who are not comfortable with such displays. Since it operates housing for persons of many religions and for those who may have no religious beliefs, BHA requires that those who use its common facilities, including any tenant organization, be sensitive to the variety of beliefs concerning religion among its residents and be inclusive in their use of holiday and seasonal decorations.

BHA will allow the display of nominal religious symbols for a limited period of time (no more than three weeks total duration) around major religious holidays, provided such symbols appear as part of an overall holiday display that is secular or seasonal in nature. Other more prominent symbols may be displayed only on actual specific religious holidays or while religious services or religious meetings are being conducted.

## **RESIDENT ORGANIZATIONS**

Residents have the right to establish and operate a resident organization for the purpose of addressing issues related to their living environment, which includes the terms and conditions of their tenancy as well as activities related to housing and community development

BHA will recognize legitimate resident organizations and give reasonable consideration to concerns raised by legitimate resident organizations. A resident organization is legitimate if it has been established by residents, meets regularly, operates democratically and is representative of all residents in the developments. Limited funds are available to support legitimate resident organizations.

Check your community bulletin board for information on current resident organizations.

## **RIGHTS AND OBLIGATIONS - VIOLENCE AGAINST WOMEN ACT**

The Violence Against Women Act (VAWA) provides protections for victims of domestic violence, dating violence, sexual assault, or stalking. VAWA protections are not only available to women but are available equally to all individuals regardless of sex, gender identity, or sexual orientation.<sup>1</sup> The U.S. Department of Housing and Urban Development (HUD) is the Federal agency that oversees compliance with VAWA. A notice you received on signing of your lease explains your rights under VAWA. A HUD-approved certification form is attached to that notice. Additional such forms are available at the BHA offices. You can fill out that form to show that you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking, and that you wish to use your rights under VAWA.

You may not be denied assistance, terminated from participation, or be evicted from your rental housing because you are or have been a victim of domestic violence, dating violence, sexual assault, or stalking.

Also, if you or an affiliated individual of yours is or has been the victim of domestic violence, dating violence, sexual assault, or stalking by a member of your household or any guest, you may not be denied rental assistance or occupancy rights solely on the basis of criminal activity directly relating to that domestic violence, dating violence, sexual assault, or stalking.

Affiliated individual means your spouse, parent, brother, sister, or child, or a person to whom you stand in the place of a parent or guardian (for example, the affiliated individual is in your care, custody, or control); or any individual, tenant, or lawful occupant living with you.

### **Removing the Abuser or Perpetrator from the Household**

BHA may divide (bifurcate) your lease in order to evict the individual or terminate the assistance of the individual who has engaged in criminal activity (the abuser or perpetrator) directly relating to domestic violence, dating violence, sexual assault, or stalking.

If BHA chooses to remove the abuser or perpetrator, BHA may not take away the rights of eligible tenants to the unit or otherwise punish the remaining tenants. If the evicted abuser or perpetrator was the sole tenant to have established eligibility for assistance under the program, BHA must allow the tenant who is or has been a victim and other household members to remain in the unit for a period of time, in order to establish eligibility under the program or under another HUD housing program covered by VAWA, or, find alternative housing.

In removing the abuser or perpetrator from the household, BHA must follow Federal, State, and local eviction procedures. In order to divide a lease, BHA may, but is not required to, ask you for documentation or certification of the incidences of domestic violence, dating violence, sexual assault, or stalking.

### **Moving to Another Unit**

Upon your request, BHA may permit you to move to another unit, subject to the availability of other units, and still keep your assistance. In order to approve a request, BHA may ask you to provide documentation that you are requesting to move because of an incidence of domestic violence, dating violence, sexual assault, or stalking. If the request is a request for emergency transfer, the housing provider may ask you to submit a written request or fill out a form where

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you certify that you meet the criteria for an emergency transfer under VAWA. The criteria are:

**(1) You are a victim of domestic violence, dating violence, sexual assault, or stalking.** If your housing provider does not already have documentation that you are a victim of domestic violence, dating violence, sexual assault, or stalking, your housing provider may ask you for such documentation, as described in the documentation section below.

**(2) You expressly request the emergency transfer.** Your housing provider may choose to require that you submit a form, or may accept another written or oral request.

**(3) You reasonably believe you are threatened with imminent harm from further violence if you remain in your current unit.** This means you have a reason to fear that if you do not receive a transfer you would suffer violence in the very near future.

**OR**

**You are a victim of sexual assault and the assault occurred on the premises during the 90-calendar-day period before you request a transfer.** If you are a victim of sexual assault, then you may qualify for an emergency transfer because you reasonably believe you are threatened with imminent harm from further violence if you remain in your unit. You may also qualify for an emergency transfer if the sexual assault occurred on the premises of the property from which you are seeking your transfer, and that assault happened within the 90-calendar-day period before you expressly request the transfer.

BHA will keep confidential requests for emergency transfers by victims of domestic violence, dating violence, sexual assault, or stalking, and the location of any move by such victims and their families. BHA's emergency transfer plan provides further information on emergency transfers. BHA must make a copy of available to you if you ask to see it.

# ABOUT YOUR APARTMENT

## CARE AND UPKEEP OF YOUR APARTMENT

This is your home; take pride in its appearance. Each tenant is expected to keep his/her apartment clean and uncluttered so as to prevent any health or safety problems.

### Housekeeping Standards

Residents are expected to maintain their apartment according to these standards. Failure to abide by the Housekeeping Standards is a violation of the Lease and can result in eviction.

1. General:
  - a) **Walls:** should be clean, free of dirt, grease, and holes.
  - b) **Floors:** should be clean, clear, and free of hazards.
  - c) **Light Fixtures:** light covers in place and not broken.
  - d) **Windows:** should be clean and not nailed shut. Shades should be intact.
  - e) **Woodwork:** should be clean and free of gouges or scratches.
  - f) **Doors:** should be clean and free of grease. Doorstops should be present. Locks should work.
  - g) **Heating units & Water Heater Closet:** should be accessible (no locks, no clutter) and not used for storage.
  - h) **Infestation:** No evidence of rodents or insect infestation.
  - i) **Electric Hazards:** No electrical cords running loosely across floor or through windows; no overloads.
  - j) **Trash:** shall be properly bagged and disposed of in the proper outdoor receptacle. It should be stored in a covered container until take to the outdoor disposal area.
  - k) **Evidence of Pet:** litter box, cage, and/or fish tank clean; no evidence of urine or damage caused by pets.
2. Kitchen:
  - a) **Stove:** should be clean and free of food and grease.
  - b) **Refrigerator:** should be clean. Freezer door should close properly. No stickers (decals) on refrigerators.
  - c) **Cabinets:** should be clean and neat. Cabinet surfaces and countertops should be free of grease and spilled food.
  - d) **Exhaust Fan:** should be free of grease.
  - e) **Sink:** should be clean, free of grease and garbage.
  - f) **Food storage areas:** should be neat and clean without spilled food.
3. Bathroom(s):
  - a) **Toilet and tank:** should be clean and odor free.
  - b) **Tub and shower:** should be clean and free of excessive mildew and mold. Where applicable, **shower curtains** should be in place, and of adequate length.
  - c) **Lavatory/Countertop:** should be clean.
4. Storage Areas:
  - a) **Linen closet:** should be clean.
  - b) **Other closets:** should be clean.
  - c) **Other storage areas:** should be clean and free of hazards.

## WALLS AND FIXTURES

Shades and rods are provided for your windows. With prior approval by BHA, additional towel racks, glass holders and similar small fixtures may be installed, provided that you do not remove them when you vacate the apartment.

Mirrors and pictures may be hung with picture hooks, or push-pin hangers. Nails and screws may not be used.

Residents may not repaint walls or alter the decorative scheme in the apartment without prior approval. No walls may be covered with wallpaper, contact plastic or other materials.

Outside shades and awnings may not be attached to the building

## APPLIANCES

A range and refrigerator are provided with each apartment. If you prefer to use your own appliances, BHA will move the apartment's appliances and store them. There will be a moving charge for this service.

**Additional refrigerators and freezers must be approved by BHA** and you will be assessed an additional charge for energy use for the additional appliances.

## PEST CONTROL

Pest problems can be an issue in multifamily buildings. Tenants have an obligation to report any sightings of pests to BHA maintenance department immediately. Failure to report pests found in your apartment, and to follow the protocol for infestations will place the burden of cost for eradication on the tenant. You may be charged for extermination costs within your apartment, and if the spread of the infestation can be reasonably determined to originate from your apartment, you will be found responsible for additional costs for treatment in other infested apartments.

Bedbugs are a growing problem in Bennington. Residents may not bring donated mattresses or used stuffed furniture that may have been exposed to bedbugs into an apartment. If you are not certain, do not bring the mattress or stuffed furniture into the development. Residents who have been exposed to bed bugs or suspect that they may have bed bugs in the apartment, must notify the property manager immediately. Early detection and management is crucial to control an outbreak of bed bugs.

If bedbugs are detected in your apartment, you are required and expected to fully comply with all requirements and instructions of the Exterminator and BHA in order to eradicate the problem. It is your responsibility to prepare the unit for treatment. Failure to fully cooperate will be deemed a material violation of the lease and you will be responsible for the cost of extermination.

## HEATING SYSTEM

Each apartment is equipped with individual thermostat controls for heat.

## **AIR CONDITIONERS**

For information on installation, use and charges related to Air Conditioners, please see the Rules and Regulations section.

## **TELEPHONE SERVICE**

Each apartment has telephone outlets. For telephone service, residents should contact the telephone company business office to activate their phone line.

## **CABLE TELEVISION**

The buildings are wired for cable TV. Please make arrangements directly with the local cable company for service.

## **YARDS AND WALKWAYS**

You are responsible for keeping the area around your apartment, front and back, clean and neat. Front yards must be clear of debris, and all personal items (rakes, toys etc) should be stored in the BACKYARD only. BHA maintenance staff plow the main walks and mow the grass, except fenced in areas, which are your responsibility. Your back yard will be mowed, at no charge, when you request it.

You are responsible for shoveling the walkway from the main walk to your apartment.

## **GARDENS**

You may plant flowers around your apartment and have a vegetable garden, provided that you maintain them.

## **INSPECTIONS**

Regular inspections of your apartment will be conducted by BHA staff and periodic Section 8 Housing Quality Standards (HQS) inspections will be conducted by an Independent Entity. You will be notified in writing of time and date of upcoming inspections.

### **Move-In**

When you move into your apartment, you and the BHA staff person showing you the apartment, will complete a Move-In inspection report which both of you will sign. You will be asked to sign this inspection report. The purpose of this inspection is to determine if anything was missed when the apartment was made ready for your occupancy, and to note any damage which exists. This report will be used when you vacate your apartment to determine what damage, if any, is your responsibility.

### **Annual**

At least once a year, an inspection will be made of your apartment to identify repairs or preventive maintenance work which is needed, and to ensure that you are properly maintaining the apartment up to BHA housekeeping standards. You will be given at least 48 hour written notice of this inspection.

Smoke and carbon monoxide detectors will be checked annually to assure that they are working properly. Additional areas and items related to life, health and safety concerns will also be checked as a part of this annual inspection. The entrance/exit hallway of the apartment must be kept clear at all times with no personal belongings blocking your ability to exit the apartment, or for fire and rescue personnel to enter the apartment, during an emergency, including being able to fully open your apartment doors.

If your inspection fails due to the need for maintenance repairs, a work order request will be generated by the inspector for the necessary repairs to be completed. If the need for repairs is due to tenant damage or neglect, you may be charged in accordance with the maintenance charge policy. If your apartment fails inspection due to poor housekeeping, a follow-up inspection will be scheduled to allow you an opportunity to bring your apartment up to the expected standard. Additional periodic follow-up inspections may be scheduled to assure BHA staff that housekeeping standards will continue to be met.

Failure to maintain basic housekeeping standards is a violation of your Lease.

### **Biennial HOS Inspections**

Biennial Section 8 Housing Quality Standards will be conducted by an Independent Entity. Failure to properly maintain your apartment to Section 8 standards may lead to the termination of your Section 8 rental assistance.

### **Move-Out**

When you move out, an inspection of your apartment will be conducted to determine what repairs need to be made. We encourage you to be present for this inspection. Any repairs which are the result of tenant damage will be charged to you and will be deducted from your security deposit. You will not be responsible for any damaged items which were noted on your move-in inspection report or for any work which is required as a result of normal wear and tear.

## **SMOKE and CARBON MONOXIDE DETECTORS**

Smoke and carbon monoxide detectors are present in each apartment. They are electrically wired, but also have a back-up battery to provide protection even when the electric power is out. When *one* smoke detector in your apartment senses smoke, *all* smoke detectors in the apartment will emit a warning sound. For the safety of your family, never disconnect the smoke or carbon monoxide detectors or remove the back-up battery from the detectors. Maintenance will replace the backup batteries, when needed, during annual inspections or if you make a maintenance request because of a beeping smoke detector. **Because tampering with a smoke or carbon monoxide detector could put your neighbors' lives in jeopardy, as well as those of your own family, it is a serious violation of your lease and could result in BHA terminating your lease.** Any questions regarding the testing and/or operation of smoke and carbon monoxide detectors should be directed to the Maintenance Department.

If smoke from cooking has set off the smoke detector, reset it by waving a magazine or newspaper back and forth rapidly underneath it. It will continue to sound an alarm until the smoke is cleared.



## **KEYS/LOCKS**

You have received keys for your apartment, the front entry and your mailbox. The cost for additional or replacement keys is listed on the current Schedule of Routine Maintenance Charges posted in the community room and may be ordered from our Maintenance Office

Additional locks, including chain locks, installed on any door in your apartment are not permitted. Any rekeying of apartment door locks is strictly prohibited. Additional locks will be removed by BHA at the tenant's expense.

## **RENTER'S HOUSEHOLD INSURANCE**

**BHA is not responsible for and does not carry insurance for your personal belongings or for additional living expenses if your apartment is temporarily uninhabitable.**

**We strongly encourage all residents to purchase renter's insurance** which will not only cover: (1) the replacement cost of personal belongings; and (2) 'additional living expenses'. Rental insurance is usually very affordable.

We will **charge** tenants our current property insurance deductible if he/she or a member of their household or a guest is found liable for extensive fire damage to any BHA property either negligently or due to an act of vandalism.

BHA is not responsible for damage to or theft from your automobile when it is parked in the BHA parking lot. You should carry comprehensive insurance on your automobile to protect you should such losses occur to your car at any time or location. You can check with your insurance company for discounts for holding multiple policies for auto and household insurance.

## **TELEPHONE NUMBERS**

Your telephone number must be on file at the BHA office at all times. If your number changes for any reason, you are required to give the office your new number. This information will be kept confidential and is only for our use.

## **TELEPHONE AND CABLE LINE REPAIRS**

If you experience a problem with your telephone or cable line, you should call the phone or cable company to determine if the problem is *inside* or *outside* of your building. If the problem is with the line or connection *outside* of the building, they should come and make the repair at no cost to you. However, if the problem is *inside* of the building (i.e. a jack) and you ask the company to come and make the repair, *you* may be responsible for the cost of that repair. It is strongly recommended that you ask BHA maintenance to make any utility line repairs inside of your apartment. You may be billed for the repair by BHA, but it will be much less expensive than if the phone or cable company makes the repair.

## **VACATING YOUR APARTMENT**

As soon as you know that you will be vacating your apartment, you must notify BHA in writing 30 days prior to your vacate date, also supplying us with your new address. If you move out without notice or sooner than the 30-day notice period, you will be charged rent for the full 30-day notice period or until the apartment is rented again, following renovation, whichever is soonest. BHA does not know that you have moved out of your apartment unless you return your keys to us. Failure to return keys will cost you additional days of rent.

You are responsible for leaving the apartment in good condition and are liable for any damage which has occurred, except for normal wear and tear. We encourage you to schedule the move-out inspection for a time when you can be present.

# **ABOUT YOUR BUILDING**

## **SMOKE FREE PROPERTY**

**Beech Court Apartments are Smoke Free. Smoking is not permitted within your apartment or within twenty-five (25) feet of any building.**

This policy applies to all employees, residents, visitors, subcontractors and volunteers.

Violations of this policy will be treated like any other violation of your lease agreement. You will be given two (2) written warnings, followed by a final warning. Any violation following the Final Warning (for violation of this or any other policy) will result in the termination of your lease. Lease violations will be issued to tenants whose guests smoke on the property.

## **SAFETY AND CONSIDERATION**

Consider your neighbors as you would like them to consider you.

You are responsible for properly supervising your children on the property.

Only small children may ride bikes on the sidewalks.

## **COMMUNITY ROOM**

The community room and kitchen in community building are for the use of all residents. We encourage you to use it. Reservations are required, so please contact the BHA office if you wish to reserve a time. There is no charge for use of the community room, unless cleaning is required.

After use, the rooms must be left in a neat and clean condition.

## **MAILBOXES**

Mailboxes are located in the parking lot near your apartments. Please contact the Post Office to set up mail forwarding and handle address changes.

## **TRASH & RECYCLABLES DISPOSAL**

All trash should be put in closed plastic bags and placed in the nearest dumpster to your apartment. **Please do not put any trash into the recycling containers!**

Any tenant who leaves trash next to, but not in the dumpster, or elsewhere on the property will be charged a trash removal fee.

Animal waste possesses a serious health concern not only to your family, but also to your neighbors and our staff. Please dispose of waste by putting it in a securely tied plastic bag and depositing it in the dumpster.

## **PARKING**

Parking is only permitted in the designated parking areas and is only for resident vehicles with a parking sticker. Households may be issued up to two (2) parking stickers but will be assigned only one parking space. The second vehicle will have to be parked in a non-reserved space or on the street. Map of each unit's assigned parking spaces is located near the mailboxes,

Cars parked in no parking areas or without parking stickers will be towed at owner's expense.

Visitors, except for visitors with a handicapped tag, must park in the public area on the street.

Only two (2) cars are allowed per apartment.

Minor repairs may be made in the parking area. No major car repairs are allowed on the premises.

BHA plows the parking lots as early as possible on the morning of a snowstorm and may also periodically plow again at any time. BHA is not responsible for the removal of snow from resident vehicles or the snow which accumulates between assigned parking spaces.

Residents are responsible for clearing the snow off their own vehicles and for clearing the accumulated snow between parked cars.

## **MAINTAINING GOOD RELATIONS WITH YOUR NEIGHBORS**

We recognize that many people living together in a large housing development is not always an easy task. However, positive interactions occur when neighbors practice basic respect for one another. Please remember that your neighbor does not want to hear arguments inside or outside of your apartment.

Please be mindful that voices and noise carry in your building. Set the volume of your TV or stereo so that it doesn't carry through the walls, floor or ceilings to your neighbor's apartments. If you find you need the volume of your television or stereo at a higher level due to a loss of hearing, please consider the use of headphones.

Mutual respect, tolerance and patience are the keys to good neighbor relations.

If you experience conflict with a neighbor, we expect you to try to work it out directly with him or her. If this does not work, file a complaint with the BHA office on the form which will be supplied to you. In this way BHA can take action on any policy violation.

When we receive numerous credible and substantiated complaints from tenants about one neighbor, we provide at least one verbal warning and/or at least one written warning regarding the offense. If the problem continues and is of a serious nature in violation of the lease, the lease may be terminated.

If you have reason to believe that some behavior by your neighbor is harassment against you based on your race, color, religion, creed, sex, national origin, handicap, familial status, sexual

orientation, gender identity, gender related characteristics or receipt of public assistance, you should file a complaint about the harassment to the Director of Administrative Services. BHA staff will follow up and take appropriate action in accordance with the BHA Anti-Harassment Policy.

### **ACTIVITIES AND EVENTS**

A variety of activities and events take place at Beech Court Apartments on a regular basis. Please watch the community room bulletin board and/or check the website for notices.

# **MAINTENANCE AND REPAIRS**

## **REPAIRS**

If you have a problem with your apartment, please call the BHA Office at 442-8000. Please DO NOT report a maintenance issue to anyone other than the office. In order to get your request into work order form, it must be reported directly to the office. This number is answered at all times (by staff or an answering service). Work orders will be responded to according to priority based on the following:

**Emergency** work orders are defined as life, health or property threatening. Emergencies include: fire, flood, lack of heat and/or electricity, sewer blockages and any major disaster/ exceptional hazard, including the repair of life safety systems such as smoke detectors, fire extinguishers, etc. These requests will be responded to within 24 hours.

**Non-Emergency** work orders include such items as: lack of hot water, replacement of bulbs and repairs to light fixtures, faucets and plumbing, stove and refrigerator, screens, additional key, etc. They will be repaired as soon as possible during regular working hours; generally, within five working days of the request.

If you are not satisfied with the response time or the quality of the work, or if it appears that your order has been forgotten, please call the maintenance office and convey your concerns. BHA is committed to providing efficient service and welcomes your questions, concerns and feedback.

All personal maintenance services, extraordinary maintenance, replacements and repair of damage beyond normal wear and tear to tenant dwelling units and/or BHA property, **will be charged to the tenant at the actual cost for labor and materials.**

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**Please do not wait to call in maintenance requests -  
the sooner you call, the sooner we can address the problem**

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## **MAINTENANCE ENTRIES**

**Emergency:** In case of an emergency such as a burst pipe, flood, fire, etc., our maintenance department will enter your apartment without notice, even if you are not at home. It is our policy to leave the tenant a note informing them who entered their apartment, the time, and the reason.

**Non-emergency:** If you indicate your permission when calling to request the work to be done, BHA maintenance technicians will enter your apartment to complete that repair even if you are not home. If you do not wish them to enter in your absence, you will be asked to arrange for a mutually convenient time for the repair to be done.

## **LOCKOUTS, REPLACEMENT KEYS, LOCK CHANGES**

Tenants will be charged a fee for asking to have their apartment door unlocked. The amount of that fee is based on the time of day. It is suggested that you leave a spare key with a trustworthy neighbor to avoid this expense.

Charges for lockouts, lock changes and replacement keys are shown on the Schedule of Routine Maintenance Charges posted in the Community Room.

## **CHARGES**

All charges for maintenance services which are the responsibility of residents are subject to change, and a chart of current pricing will always be posted.

# **RULES AND REGULATIONS**

## **AIR CONDITIONERS**

Bennington Housing Authority authorizes the installation and use of window air conditioners providing the following conditions are met:

1. The annual charge for an air conditioner must be paid in full prior to installation. This fee is for the additional utility consumption.
2. The tenant is responsible for the purchase, maintenance, repair and storage of the AC units.
3. Tenants will be notified annually prior to April 1 of the applicable annual charge. Notice of the applicable annual fees will be mailed to residents in early spring to help with planning finances.
4. Air conditioners can be installed in the spring and must be removed in the fall. Air conditioners must be properly installed in the window and cannot be attached to the window frame or windowsill with screws or nails.

## **ALCOHOL CONSUMPTION IN COMMON AREAS**

Alcohol consumption is prohibited in the Community Building and the outside grounds, including the parking lot.

## **PETS**

Pets are allowed, according to BHA's Pet Policy. That policy is explained below, and a copy is available at the BHA offices. Service animals are not considered "pets" for purposes of this policy provided that the service animal is properly registered. Every pet must be registered with BHA before being kept in an apartment, and a pet deposit of \$100.00 must be paid. This policy is quite detailed, but as general guidelines the following are allowed:

- Birds: 2 small cage birds per apartment
- Fish: 1 ten (10) gallon tank per apartment
- Small animals: 2 per apartment, caged. Ask BHA if it is not a commonly kept small caged animal. (examples of commonly kept small animals are rabbit, ferret, guinea pig, hamster or gerbil)
- Turtles/Lizards: 1 per apartment contained in appropriate cage/tank
- Cats and Dogs: 1 cat OR 1 dog per apartment. Dogs and cats must have proof of vaccinations be spayed or neutered, and dogs must be licensed. Curtailed breed of dogs are prohibited, so please check with BHA to ensure your dog is allowed in your apartment.

All pets are the responsibility of their owners, and all pet waste must be properly cleaned up and disposed of in a knotted plastic bag. Repeated failures to dispose of pet waste can result in a lease violation. Please check with BHA to see if there is a designated area in your complex where dogs should be walked.

Dogs and cats must be leashed or carried whenever outside of their owner's apartment.



## **Pet Area Restrictions:**

Pets are not permitted in the community room.

## **Service Animals**

Residents granted a Reasonable Accommodation for a service, companion or assistance animal must enter into an Assistance Animal Agreement.

The Pet or Assistance Animal Agreement, in which the tenant acknowledges complete responsibility for the care of the pet, must be accompanied by the following documentation:

- A Certificate signed by a licensed veterinarian or State/local authority that the pet has received all inoculations required by State or local law, and that the service animal has no communicable disease(s) and is pest-free;
- Proof that the dog or cat has been spayed/neutered; and
- Current license for the service animal in compliance with local ordinances and requirements.

Residents are prohibited from feeding or harboring stray animals.

## **TOWING OF VEHICLES**

Any unregistered, uninspected or non-operational motor vehicle (as evidenced by severe damage, missing components, leaking fluids, flat tires, etc.) on BHA property, is subject to being towed at the owner's expense with 48 hours written notice.

BHA reserves the right to tow without notice in cases where vehicles are parked on lawn areas, walkways, sidewalks, blocking another vehicle, handicapped spaces (without displaying required handicap permit), or are impeding snow removal.

Any type of recreation vehicles are strictly prohibited from use and/or storage on BHA property. For purposes of this policy, recreational vehicle shall include boats, conveyance trailers, recreational trailers, motorized recreational vehicles intended for off-road use ( ATVs, dirt bikes, mini-bikes, snowmobiles, go-karts, etc.). Any such recreational vehicle on BHA property will be towed without notice, whether or not they are registered, inspected or fully operational.

# **FIRE, SAFETY AND GENERAL HOUSEHOLD HINTS**

## **FIRE SAFETY TIPS**

- In the event of fire, LEAVE your apartment and CALL 911.
- Do not store materials that are flammable, poisonous or explosive such as paint, gasoline, etc.
- Do not smoke cigarettes or any other materials in the building; that is both a lease violation and a fire hazard.
- Keep your stove and nearby countertops clear of flammable items and clean of all grease. In case of a pan fire, cover the pan and turn off the burner.
- Do not use extension cords or run electric cords under rugs.
- Never leave your apartment with any appliances running.
- Use a flashlight if you lose your electricity. Candles can be dangerous.
- Never try to put out a fire yourself. Call 911 for the Fire Department

## **SECURITY**

- Be watchful of any strangers on the grounds.
- Keep an eye on your neighbor's apartment if you know your neighbor is out.
- Never leave your apartment with doors unlocked.
- Call 911 for the police if you see something suspicious.

## **MOLD AND MILDEW**

Mold and mildew can be a problem in your apartment if there is excessive moisture. You can prevent mold and mildew by taking the following steps to reduce and control moisture:

- Run the bathroom fan while and after showering or bathing, until excess moisture has been removed.
- Report any water leaks in the apartment promptly.
- Wipe up any condensation that may accumulate on the windows during cold weather.
- If you discover any mold on walls (usually in closets or corners) move possessions away so that air can circulate and clean off with a mold killing cleanser.
- If the problem persists, notify Maintenance.

## **ENERGY CONSERVATION CHECKLIST**

The following is a list of operations and maintenance items that will improve the energy-efficiency of equipment and household items.

### **RANGE:**

- Never use the range (oven and burner top) to heat a room.
- Use top of range whenever possible instead of oven.
- Use small cooking appliances (toasters, electric fry pans, etc.) Instead of the range whenever practical.
- On electric ranges, keep reflector pans under the burners clean for faster cooking.

- Pans for stove top should fit burner size, have flat bottoms and tight lids.
- If you suspect the oven thermostat is not working (oven is too hot or cold), request repair.
- Use covers on pots and pans.

### **REFRIGERATOR:**

- Set temperature of refrigerator at 34-37°F (milk will be cold). Set temperature of freezer at 0-5°F (ice cream will be hard).
- Check gaskets for tightness; loose gaskets let cold air escape.
- Keep surfaces of refrigerator and freezer clean.
- Avoid opening refrigerator and freezer doors unnecessarily allowing cold to escape.
- Let hot dishes cool before putting them in the refrigerator.
- Do not overload the freezer.
- Keep your refrigerator at least six inches from the wall.

### **WASHER:**

- Wash only full loads but do not overload washer; clothes should fill tub loosely.
- Always use cold water rinse and when practical a cold or warm wash cycle.
- Add only amount of detergent recommended; front loading washers require only a small amount of detergent.

### **DRYER:**

- Clean lint filter after each load.

### **HEATING:**

- Make sure you understand how your heating system works. Ask Maintenance if you have any questions.
- Promptly report broken or cracked windows to the manager.
- Keep the temperature low in any rooms that you do not use during the day.
- Do not block heaters with furniture or other objects.
- Dust or vacuum heaters frequently.
- Wear seasonal clothing in your apartment.

### **SAVING HOT WATER:**

- When doing dishes or using the bathroom sink, don't just let the hot water run.
- Promptly report all leaky faucets.

### **GENERAL HINTS:**

- Turn off unnecessary lights.
- Keep light fixtures clean (bulbs, shades, covers) to obtain all available light.
- Turn off the TV, radio, and stereo when no one is using them.
- Turn off all appliances when you finish using them, including coffee pots.
- **Immediately report a toilet which runs constantly.**

## MISCELLANEOUS TIPS

The bathroom and kitchen outlets nearest the sinks are Ground Fault Circuit Interrupters (GFI). If the outlet is not working, push the reset button on the outlet. If it still does not work, check your breaker box. If you reset the breaker, the outlet still is not functioning, you should call for a maintenance repair. **DO NOT ATTEMPT TO USE THE OUTLET.**

When you inspected your apartment before moving in, you were shown the location of your electric panel box. This panel box supplies power to all of your electrical appliances, heaters, and outlets. Be sure none of the breakers have been tripped to the off position. Also, HUD policy mandates that this panel box must be accessible at all times and not be covered by furnishings or appliances.

Residents must supply their own drapes, rods and hooks.

Residents are allowed to hang pictures on the wall. Please use tape or adhesive type hangers on any concrete walls and small J shaped picture hooks with small angled nails on all others. **Nothing may be mounted to the ceiling.**

Report any leaky faucets or signs of slow drainage in sinks or your tub; these problems will only get worse without attention. **Please do not put cooking grease down kitchen drains.** This will cause the drains to back up and become clogged. Cooking grease should be placed in a sealed container and disposed of with the trash.

Only use mild non-abrasive cleanser on all appliances, closet doors, cabinets, and counter tops in the kitchen and bathroom. Your stove and refrigerator should be kept clean. Use oven cleaner only inside the oven; never on the surface or the burners. Soil on your stove top will be harder to remove if not cleaned regularly. The inside of your refrigerator should be cleaned with a mild detergent and water. Rinse well and dry.

# PHONE NUMBERS

## EMERGENCY NUMBERS

Ambulance	911
Bennington Fire Department	911
Bennington Police Department	911
Bennington Police (Non-Emergency).....	442-1030

## BENNINGTON HOUSING AUTHORITY NUMBERS

Bennington Housing Authority Administrative Offices	442-8000
<b>Maintenance (24-hour service) .....</b>	<b>442-8000</b>

## COMMUNITY SERVICE NUMBERS

ALL EMERGENCIES .....	<b><u>911</u></b>
BROC.....	802-447-7515
Department of Children and Families.....	802-442-8138
Economic Services (food stamps etc).....	800-479-6151
Hospital (SVMC) non-emergency.....	802-442-6361
Free Clinic for health matters.....	802-447-3700
Veterans Administration outreach.....	802-753-7720
PAVE (domestic violence).....	802-442-2370
VCIL (assistance for the differently abled).....	802-447-0574
BCCH (homeless coalition).....	802-442-2424
United Counseling Services (UCS).....	802-442-5491
Voc Rehab- Dept of Labor (retraining , return to work).....	802-442-6376
Sunrise Resource Center.....	802-442-6934
The Tutorial Center- (HS diplomas and other course work).....	802-447-0111
Council on Aging.....	802-442-5436
Food shelf HIS Pantry.....	802-442-1720
Food Shelf Kitchen Cupboard.....	802-379-0149