PLEASANTVIEW APARTMENTS Housing Authority of Billings

Resident Handbook

PLEASANTVIEW APARTMENTS

Housing Authority of Billings

825 Avenue D Billings, MT 59102 Phone 406.248.4111 • Fax 406.245-0336 Relay Service 711



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elcome to your new home at Pleasantview Apartments. Pleasantview Apartments has many features to make your living environment comfortable and convenient.

We offer a smoke free, independent living complex with exterior door entrances, open walkways, landscaped courtyards, and maintenance free living with 24-hour maintenance personnel on call.

Pleasantview is located in the heart of Billings with easy access to shopping, dining, medical facilities and recreation. The Metro Bus service picks up passengers right in front of our complex.

We publish a monthly newsletter and calendar to keep you informed of the many social activities offered on-site at Pleasantview and throughout the community.

The Pleasantview Community Room is very busy with daily activities and is available for residents to use at their leisure. The Community Room offers a large screen TV, pool table, library, piano, computer center and music. The coffee is always hot and the atmosphere inviting.

The Resident Handbook has been prepared to help you in answering questions about your tenancy here at Pleasantview. The Resident Handbook is a part of your lease. Therefore, it is important that you read it carefully and understand it thoroughly. We suggest that you file your Resident Handbook in a convenient place for future reference.

We encourage you to become an active tenant while living here at Pleasantview. Please feel free to offer your suggestions and ideas to improve your living environment.

Enjoy your new home!

Housing Authority of Billings

GUIDELINES

YOUR HOUSING ADMINISTRATOR

Your On-Site Manager is your primary contact with the Housing Authority. Please make note of his or her name and office number in the space below and use it for faster assistance. The Pleasantview Office is open from 10:30 a.m. to 4:00 p.m. on weekdays. If you need to see the On-Site Manager we suggest that you call ahead for an appointment. Due to the number of residents at Pleasantview, calling ahead will reserve time for you and avoid a wasted trip. Feel free to make an appointment if you are experiencing any difficulties affecting or relating to your housing assistance. Please be considerate and show up for your scheduled appointment. If the On-Site Manager is unable to help you, they may be able to refer you to another source.

On-Site Manger:	Corrine Kelly	
	-	
Pleasantview Office Phone Number:	(406) 248-4111	

YOUR LEASE

Your lease is important! It is a legal agreement between you and the Housing Authority of Billings. Please read it carefully and ask questions if you do not understand any part of it. If you are familiar with your lease and Resident Handbook, it is less likely that you will have problems later. The On-Site Manager will help you with any questions you might have or with any part of the lease or handbook you do not understand. Remember, the Resident Handbook is a part of your lease.

YOUR MAILING ADDRESS

Your mailing address is:	Avenue D Apt. #
0	1
	Billings, MT 59102

You will need to notify the Post Office of your new address. Please be sure to include your apartment number. When giving your address to friends, periodicals and others, be sure to give the correct address including apartment number.

The On-Site Manager will put your name on your locking mailbox unless advised differently. You will receive 2 apartment door keys and one key that unlocks the laundry room, community room and garbage room. You will also receive 1 mailbox key.

SECURITY DEPOSIT

A security deposit is required of each tenant. This policy is utilized for the following reasons:

- 1. To encourage tenants to take better care of their units.
- 2. To reduce Housing Authority expenditures for renovation of units.
- 3. To reduce the number of tenants vacating without notice.
- 4. To reduce collection workload and collection agency fees for vacated tenants.
- 5. To reduce accounts receivable for tenants who leave owing unpaid balances.

The security deposit must be collected in full before you move in. Units vacated by outgoing tenants must be inspected. Only those repairs necessitated by tenant abuse or misuse will be charged against the security deposit when you vacate the unit.

UTILITIES

The Housing Authority currently pays heating, electrical, water, and garbage pick-up. The tenant is responsible for their own phone bill and any cable television service. The apartments are cable ready for TCI. The tenant needs to contact TCI for cable service. No outside antennas are allowed to be affixed to any Housing Authority property.

PAYMENT OF RENT

Your primary obligation to yourself and household is to provide a place to live. Therefore, your financial priority is to pay your rent on time. Your rent is DUE ON THE FIRST DAY OF EACH MONTH. Rent must be paid by the 5th day of the month in order to avoid a late charge. If the tenant does not pay the full amount of the rent by the end of the 5th day of the month, management will collect a late fee of \$5.00 on the 6th day of the month. Thereafter, the landlord will collect \$1.00 for each additional day the rent remains unpaid during the month it is due. Continued late rent will result in eviction. Eviction is a time consuming and expensive process for all parties concerned. To avoid this happening to you, please make paying your rent on the first day of the month a priority.

Your rent must be paid at the Pleasantview Office. The rent payment must be paid by direct debit, personal check, money order or cashier's check. No two-party checks, government checks or cash will be accepted. If a payment or electronic withdrawal is returned as NSF (non-sufficient funds) management will require that rent be paid by money order or cashier's check.

The charges described above are in addition to the regular monthly rent payable by the tenant.

ANNUAL EVALUATIONS (RECERTIFICATIONS)

Once a year all residents are required to renew their lease with the Housing Authority of Billings for continued occupancy. You will receive a letter from the On-Site Manager notifying you to bring in your annual paperwork. You will be asked to furnish current written verification of all household income, which will be subject to third-party verification. You will also be asked to furnish proof of all "out-of-pocket" medical expenses. You are also required to bring in statements from bank accounts (checking, saving, money market, etc.), certificates of deposit, and any other assets.

You are required to notify your On-Site manager immediately if any of the following changes occur:

- 1. Any household member moves out of the unit.
- 2. An adult member of the household who was reported as unemployed on the most recent certification or recertification obtains employment.
- 3. The household's income increases by \$200 or more a month.

It is the Housing Authority of Billings' responsibility to adjust your rent downward when it is warranted and to increase the rent when it is justified. The only way to make sure your rent is being charged in the correct amount is for you to report changes within ten (10) days and before the 15th of the month. We ask for your full cooperation and assure you we will work with you to see that your rent is always correct.

Failure to report changes may result in the termination of your lease and also constitutes FRAUD.

YOUR HOME AND WHO MAY LIVE THERE

The tenant must live in the unit and the unit must be the tenant's only place of residence. The only persons who may live in your unit are those listed on your lease. Therefore, we cannot allow boarders, lodgers, or permanent guests. Violation of this policy will be considered grounds for eviction.

RESIDENT RESPONSIBILITY

Pleasant community life depends upon your consideration for your neighbors and mutual cooperation and understanding. The following guidelines will help all residents maintain a more pleasant lifestyle.

- 1. Treat your neighbors like you want to be treated.
- 2. RUMORS: Ignore them. To obtain accurate information relative to housing policies and procedures please ask your On-Site Manager.

- 3. RESIDENT HANDBOOK: Additional copies are available from your On-Site Manger.
- 4. RENTER'S INSURANCE: The Housing Authority of Billings recommends renter's insurance to insure your personal property against loss (fire, natural disaster), or theft. Personal property is not covered in the structural insurance we maintain on your unit. Please contact your insurance agent for more information. If you have a waterbed, we strongly suggest that you carry insurance. If you don't have insurance and there is damage done by your waterbed, you will be responsible for the cost of any damages.
- 5. Remember, quiet hours are from 10:00 p.m. to 7:00 a.m. seven (7) days a week. If you experience any problems with noise, neighbors, etc., please write down date, time and incident and contact your On-Site Manager with the information.

EVICITION

Evictions are served when a tenant does not comply with the dwelling lease regulations including provisions outlined in your Resident Handbook. The Housing Authority of Billings has adopted the following procedures to allow equal standards in the eviction procedure:

- 1. NON-PAYMENT OF RENT: Residents failing to pay their rent by the close of business on the fifth (5) day of the month will receive a fourteen (14) day notice to vacate their unit.
- 2. HAZARD TO LIFE AND SAFETY OF OTHER TENANTS OR DESTRUCTION OF PROPERTY.
- 3. LEASE VIOLATIONS: Residents failing to comply with the terms and conditions of their lease will receive a thirty (30) day notice to vacate their unit.

If the landlord proposes to terminate the lease, the landlord agrees to give the tenant written notice of the proposed termination. If the landlord is terminating the lease for "other good cause", the termination notice must be mailed to the tenant and hand-delivered to the dwelling unit in the manner required by HUD at least 30 days before the date the tenant will be required to move from the unit. Notices of proposed termination for other reasons must be given in accordance with any time frames set forth in State and local law. Any HUD-required notice period may run concurrently with any notice period required by State or local law. All termination notices must:

- 1. Specify the date the lease will be terminated;
- 2. State the grounds for termination with enough detail for the tenant to prepare a defense;
- 3. Advise the tenant that he/she has 10 days within which to discuss the proposed termination of tenancy with the landlord. The 10-day period will begin on the earlier of the date the notice was hand-delivered to the unit or the day after the date the notice is mailed. If the tenant requests the meeting, the landlord agrees to discuss the proposed terminations with the tenant: and
- 4. Advise the tenant of his/her right to defend the action in court.

VAWA (Violence Against Women Act)

No applicant for the Pleasantview Apartments who has been a victim of domestic violence, dating violence, or stalking shall be denied admission into the program if they are otherwise qualified.

An incident or incidents or actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence, and shall not be good cause for terminating the assistance, tenancy, or occupancy rights of the victim of such violence.

The HAB may terminate the assistance to remove a lawful occupant or tenant who engages in criminal acts or threatened acts of violence or stalking to family members or others without terminating the assistance or evicting victimized lawful occupants.

The HAB may honor court orders regarding the rights of access or control of the property, including restraining orders, and other orders issued to protect the victim an disused to address the distribution or possession or property among household members where the family "breaks up."

There is no limitation on the ability of the HAB to terminate assistance for other good cause unrelated to the incident or incidents of domestic violence, dating violence or stalking, other than the victim may not be subject to a "more demanding standard" than non-victims.

There is no prohibition on the HAB terminating assistance if it "can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant's (victim's) assistance is not terminated."

Any protections provided by law which give greater protection to the victim are not superseded by these provisions.

The HAB may require certification by the victim of victim status on such forms as the HAB and/or HUD shall prescribe or approve.

All applicants and tenants receive information regarding VAWA rights. Notice of Occupancy Rights under the Violence Against women Act, Model Emergency Transfer Plan and Emergency Transfer Request form at move in and each year of their tenancy at their annual recertification or any time requested. This information is also available in the Community Room.

Definitions

The same definitions of "domestic violence," "dating violence," and "stalking," and of "immediate family member" are provided in Sections 606 and 607. While definitions of domestic and dating violence refer to standard definitions in the Violence Against Women Act, the definition of stalking provided in Title VI is specific to the housing provisions. These are:

1. *Domestic Violence* – [as defined in Section 40002 of VAWA 1994] which states as follows: SEC 40002(a)(6) – "DOMESTIC VIOLENCE - The term 'domestic violence' includes felony or misdemeanor crimes of violence committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabiting with or has cohabited with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction."

2. *Dating Violence* – [as defined in Section 40002 of VAWA 1994] which states as follows: SEC 40002(a)(8) – "DATING VIOLENCE- The term 'dating violence' means violence committed by a person—

(A) who is or has been in a social relationship of a romantic or intimate nature with the victim; and

(B) where the existence of such a relationship shall be determined based on a consideration of the following factors:

(i) The length of the relationship.

(ii) The type of relationship.

(iii) The frequency of interaction between the persons involved in the

relationship."

3. Stalking – "means -

(A) (i) to follow, pursue, or repeatedly commit acts with the intent to kill, injure,

harass, or intimidate another person; and (ii) to place under surveillance with the intent to kill, injure, harass or intimidate another person; and

(B) in the course of, or as a result of, such following, pursuit, surveillance or

repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to -

(i) that person;

(ii) a member of the immediate family of that person; or

(iii) the spouse or intimate partner of that person; ..."

3. Immediate Family Member - "means, with respect to a person -

(A) a spouse, parent, brother, sister, or child of that person, or an individual to whom that person stands in loco parentis; or

(B) any other person living in the household of that person and related to that person by blood or marriage."

MAINTENANCE

The landlord agrees to:

- 1. Regularly clean all common areas of the project.
- 2. Maintain the common areas and facilities in a safe condition.
- 3. Arrange for collection and removal of trash and garbage.
- 4. Maintain all equipment and appliances in sage and working order.
- 5. Make necessary repairs with reasonable promptness.
- 6. Maintain exterior lighting in good working order.
- 7. Provide extermination services, as necessary.
- 8. Maintain grounds and shrubs.

The tenant agrees to:

- 1. Keep the unit clean and use each room for its intend purpose.
- 2. Use all appliances, fixtures, and equipment in a safe manner and only for the purposes for which they are intended.
- 3. Store any items not used either in the hall storage area or in a different location such as an off-site storage unit.
- 4. Not to block any living room or bedroom windows or electrical panel openings as this is considered a fire safety issue.
- 5. Not litter the grounds or common areas of the project.
- 6. Not destroy, deface, damage, or remove any part of the unit, common areas or project grounds.
- 7. Give the landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating, and cooling equipment or any other part of the unit or related facilities.
- 8. Remove garbage and other waste from the unit in a clean and safe manner.

GENERAL RULES

ABANDONMENT

If the tenant abandons the unit, the Housing Authority of Billings must wait a five (5) day period since the first notice of such abandonment to remove the tenant's personal belongings and take possession. The Housing Authority of Billings will inventory and store the belongings. The Housing Authority of Billings will comply with applicable State of Montana notification requirements for abandoned property. Upon issuance of a certified notification letter mailed to the last known address, the tenant will have fifteen (15) days to contact the Housing Authority of Billings and remove possessions. If the tenant fails to do so, the property will be disposed of or sold.

ABSENCES

The Housing Authority of Billings requires the tenant to give the landlord notice of an extended absence in excess of seven (7) days. If the tenant family fails to notify the Pleasantview Office of any absences of more than seven (7) days, the Housing Authority of Billings may consider the property abandoned. During an absence of the tenant in excess of seven (7) days, the Housing Authority of Billings may enter the dwelling unit at times reasonably necessary.

AIR CONDITIONERS

All doors and windows must be closed when air conditioners are in use. Only use air conditioners when necessary; overuse may cause damage.

APPLIANCES

Each unit is supplied with a refrigerator and a range. Please read the suggestions for caring for them in the following sections. There is no extra charge for having these appliances in your unit but you will be billed for any damage done to them. You will not be billed for regular maintenance repairs due to normal usage. The oven is NOT to be used to store any items i.e. pots, pans as this is considered a fire safety issue.

BED BUGS

Tenants are strongly encouraged to immediately report the suspicion of possible bed bugs in a housing unit or other areas of the property. Early reporting allows the pests to be identified and treated before the infestation spreads. Tenants are the first line of defense against bed bug infestations and we encouraged you to create living environments that deter bed bugs. This includes reducing unreasonable amounts of clutter that creates hiding places for bed bugs. And regular checking of beds and laundering of linens.

When reporting bed bugs to the Housing Authority you may expect expeditious response and attention by HAB. However, be advised that inspection and if necessary, treatment of bed bugs may take time to schedule. The inspections should occur within three calendar days of when you report when possible and treatment should begin within 5 days. However, depending on the form of treatment this may not be possible. Treatment may take several weeks. HAB staff may enter the unit to perform these activities, in accordance with the lease. **(20 (a)(b)(i))**

Tenants are expected to cooperate with the treatment efforts by allowing for treatment of clothing and furniture and refraining from placement of infested furniture or other items in the common areas such as storage rooms used by other tenants, lobby areas on each floor and community room. Tenant cooperation is shown to expedite the control of bed bugs and to prevent spreading of infestations. Management may make staff available to help with moving and cleaning of furniture to accomplish the treatment effort. **Tenants will not be expected to contribute to the cost of the treatment effort.** Tenants will not be reimbursed the cost of any additional expense to the household, such as purchase of new furniture, clothing or cleaning services.

Generally, relocation from the unit is not necessary; bed bugs may cause discomfort but are not believed to carry disease. However, if reasonable temporary relocation is necessary for a disabled tenant, HAB will place tenants in housing that provides, at a minimum, the same accessibility features as the housing in which they reside. Tenants are ensured the right of return when they have been temporarily relocated while the bed bug treatment is being performed.

CHILDCARE

Residents are not allowed to provide childcare for fees at the units. Residents may have family and friends over to visit, but the Pleasantview Project is not conducive for daily childcare functions.

GUESTS

All guests on the premises must be under your direct supervision at all times. Guests should not play in the walkways, stairways, and elevators or in the parking areas. There is plenty of grass space downstairs. Please be careful of the flowerbeds. Also, there is a local city park on the corner of 9th and Avenue D. Guests shall not be allowed to play with B-B guns, bows and arrows, slingshots or any other hazardous items on the grounds. These toys are hazardous to the safety of other people and will be confiscated and held by management. For their protection, guests shall not be allowed to climb in trees nor on the roof of the buildings nor jump from any balcony walkways. Guests are not allowed to enter or use the community room unless the resident with whom they are a guest is with them at all times. Guests are not allowed to use the laundry facilities for their personal use. CURFEW IS 10:00 P.M. FOR MINORS.

DRUGS

Drugs and criminal activity WILL NOT be tolerated at Pleasantview. Any tenant, any member of the tenant's household, or a guest or other person under the tenant's control shall not engage in any criminal activity ON OR NEAR Pleasantview Apartments while the tenant is a tenant with the Housing Authority of Billings and such criminal activity shall be cause for termination of tenancy.

ENTRANCES AND HALLWAYS

In compliance with the Fire Code of Billings, residents may not leave obstructions outside their apartments that constitute a tripping hazard. All newspapers, deliveries, etc. should be taken in promptly to minimize accidents.

EXTERMINATION

As in any home, keeping it free of roaches, insects, mice and other pests is the responsibility of the resident. We have been very fortunate to have little trouble in the past. Please let the On-Site Manager know immediately if you have a pest control problem and the Housing Authority of Billings will provide extermination services.

FIREARMS

Discharge of any firearms is grounds for immediate termination of tenancy.

FLOOR COVERINGS

You may want to do something to make your home more attractive. Regular vacuuming of carpeting and regular mopping of linoleum will maintain your floors in proper condition. Regular is at least once per week. Management will shampoo carpets annually free of charge.

GARBAGE ROOM AND DUMPSTERS

Please help keep the premises clean by depositing all garbage in the outside dumpsters at the end of the west end of the parking lot. Inside trash chutes lead to the first-floor garbage room where portable dumpsters are taken to the outside dumpsters by management. All trash bags need to be tied whether taken to the outside or inside trash bags need to be tied whether taken to the outside or inside trash bags need to be tied whether taken to the outside or inside trash bags need to be tied whether taken to the outside or inside trash bags need to be tied whether taken to the outside or inside trash bags need to be tied whether taken to the outside or inside trash bags need to be tied whether taken to the outside or inside trash bags need to be tied whether taken to the outside or inside trash bags need to be tied whether taken to the outside or inside trash bags need to be tied whether taken to the outside or inside trash bags need to be tied whether taken to the outside or inside trash bags need to be tied whether taken to the outside or inside trash bags need to be tied whether taken to the outside or inside trash bags need to be tied whether taken to the outside or inside trash bags need to be tied whether taken to the outside or inside trash bags need to be tied whether taken to the outside or inside trash bags need to be tied whether taken to the outside or inside trash bags need to be tied whether taken to the outside should be placed in the garbage room or chute. LARGE OBJECTS (couches, beds, etc.) should not be placed in the dumpster bins. You are responsible for removing these objects from the premises yourself. If the sidewalks are icy we would prefer the tenant to use the inside garbage room. The maintenance department does their best to keep the sidewalks clear all the way behind the garage to the outside dumpsters, however, we do not want anyone to fall. On the other hand, if the sidewalks are clear, and you are able to take out your garbage, it is a nice walk to the outside dumpster with the benef

OVERNIGHT GUESTS

Should the resident be gone on vacation or ill in the hospital, etc. no one other than the resident should occupy the apartment. Relatives and friends may come to water plants, care for birds, fish, etc., but may not stay over night unless prior arrangements are made with the manager. Friends and relatives may visit you occasionally and wish to stay for short periods of time. If your guests plan to stay over on week, please obtain formal written approval from the On-Site Manager. If the length of stay becomes excessive or consistently reoccurs, you will be notified in writing to cease.

HOUSEKEEPING

Please keep your unit as clean and fresh as you would have it for company. A clean unit is easily kept clean. A neglected unit is harder to care for than a tidy one. If you discover mice, roaches, or other pests, please contact your On-Site Manager as soon as possible.

KEYS, LOCKOUTS, AND LOCK CHANGES

Should you lose the key to your unit or if you want additional keys, the On-Site Manager will have another key made for you for \$2.00 per door key and laundry room key and \$3.00 per mailbox key. If you locked out, contact your On-Site Manager. The On-Site Manager will assess a \$5.00 charge to your account. If the On-Site Manager is not in the office or not home, call the Housing Authority of Billings at 245-6391 during weekdays and office hours (8:00 a.m. – 5:00 p.m.). If after 5:00 p.m. or on a weekend call the answering service at 248-4111 and they will have a maintenance employee assist you. The maintenance staff will not leave your unit unlocked for you, you must be there to meet them. If maintenance staff is called out during office hours a charge will be assessed. If maintenance is called out after hours, a charge will be assessed. Do not attach any additional locks or bolts to the doors. Any pressure applied on the door only pulls the framework and does not provide protection. There is a charge for a lock change. Please see attached Maintenance Charge list for current charges. This charge list is updated annually.

OPEN FLAMES and BBQ's

No open flames are allowed in dwelling units, such as the burning of candles, fondue pots, barbeques, incense burners, etc. Tenants are not allowed to BBQ with or cook with devices that use charcoal on any Housing Authority decks because of insurance requirements. Please use the gazebo area to BBQ.

LAUNDRY ROOMS

Coin-operated washers and dryers are located on each floor of the West buildings. Please remove laundry promptly from the machines. Do not use tint or dyes. Do not wash rugs and other heavy items because they will throw the machines off balance. A Large capacity washer is located in the third-floor laundry room for this type of use. Please report any malfunction of these machines to the On-Site Manager. Tenants should use their laundry room key to unlock the laundry room. Please lock the door as you leave and turn off the lights. It is your responsibility to keep the laundry room as clean as it was when you came in. If you spill something, clean it up. Cleaning rags are located on each sink bin and can be used to wipe up spills and to clean off the tops of the washers and dryers and folding table. Brooms and dustpans are provided on each floor to sweep up excess lint and spilled detergent.

NOISES, DISTURBANCES, ETC.

Loud noises at any hour may disturb your neighbors and is prohibited. Any loud noises, or other actions which will disturb the peace and quiet of your neighbors, are absolutely prohibited. Be especially careful to turn down radios, scanners, television sets, stereos, etc., during quiet hours. Please remember quiet hours are between 10:00 p.m. and 7:00 a.m.

PAINTING AND ALTERATIONS

We cannot allow our residents to paint, attach decals, make alterations or repairs, or change locks and other fixtures. Wallpaper and contact paper is prohibited. Housing Authority of Billings maintenance will take care of all repairs. You need to call in work orders to the On-Site Manager. No nails or tacks are to be placed in any doors or woodwork. Tape may remove the finish from doors so please don't tape anything on the doors. The tenant may not change or remove any part of the appliances, fixtures, or equipment in the unit. No awnings or window guards are allowed. The On-Site manager must first approve shelves or other permanent improvements. No washing machines, clothes dryers, heaters or extra air conditioner are allowed in the units. Outside aerials, antennas or other electrical connections are prohibited.

PARKING

Limited parking is available for <u>tenants only</u>. Only tenants who own and operate their vehicle on a regular basis will be assigned a parking space. Tenants will only be allowed one parking space. All assigned parking spaces have electrical outlets. Any visiting guests of the tenant must park on the street, not in the parking lot spaces provided for the tenant.

Each handicap accessible unit is assigned a specific parking space. Personal aides may use the designated handicap accessible parking spot when providing services to the tenant.

Any illegally parked vehicle will be towed at the owner's expense.

Cars are not allowed to be washed, and only emergency repair work is to be done on cars, while in the parking lot. Tenant agrees that he/she will keep their vehicle in running condition, with all tires inflated while on Pleasantview property. Cars are never allowed to be placed on blocks. Tenants will receive a 5 day notice to repair a tire or get car in running condition. All cars not repaired within allowed time will be towed at the owner's expense.

When parking spaces become vacant and available for reassignment they will be assigned by the On-Site Manager based upon existing parking request list.

Motorcycles shall not be allowed in the unit or driven on the sidewalks or yards. Guests are not allowed to ride bikes, skateboards, or play in the parking areas.

PETS

Please refer to the attached Service, Companion Animal and Pet Policy.

PICTURES AND FIXTURES

Pictures and mirrors should be hung with small nail picture hangers. Do not attach mirrors or other wall hangings with screw fasteners or adhesives.

REFRIGERATORS

Frost-free refrigerators are provided for your convenience. The inside of the refrigerator should be washed with mild soapy water or 2 tablespoons of baking soda mixed with 1 quart of warm water. Rinse well and dry. Outside surface may be washed with mild soapy water or ammonia and w3ater to remove grease and dirt. Do not use abrasive or harsh cleaner. If your refrigerator is not working properly please contact the On-Site manager. If it is after hours and an emergency (your refrigerator quits running) please call the answering service at 248-4111 and they will send maintenance out.

Make sure nothing is stored behind the refrigerator such as garbage sacks, etc.

RIGHT OF ENTRY

We are permitted to enter your unit during reasonable hours to perform routine inspections, maintenance or to make improvements or repairs, or to show the unit for re-rental. A twenty-four (24) hour written notice will be posted or sent for any other reason of entry.

- 1. Resident agrees to allow us access to the unit after proper notice.
- 2. When there is reason to believe an emergency exists, we may enter without advance notice.
- 3. If you are absent from your unit at the time of entry, we may enter after appropriate notice and will leave at your unit a written statement specifying the time, date and purpose of entry.
- 4. In the event you are to be away for one week or longer, you are requested to notify the On-Site manager and leave with he/she an address or phone number where you could be reached in an emergency.

5. Work orders and unit inspections must be scheduled during our normal working hours and at our convenience.

ROOFS

Only authorized personnel are allowed on the roof. Placing antennas or other equipment on the roof is prohibited. No antennas of any description shall be installed on the interior or exterior of any building on grounds.

STAFF

Tenant assures that any member of the household, a guest, or any other person under Tenant's control will refrain from and cause members of Tenant's household or guests to refrain from acting or speaking in an abusive or threatening manner toward neighbors and PHA staff. Use of racial slurs may be cause for immediate termination.

STOVES

As with all cleaning, it is much easier to keep something clean than to scrub it after it is filthy. For regular cleaning of the stove, ammonia in water will make your job easier and more effective.

If the grease has accumulated faster than you have cleaned it, try soaking your burner pans and rings in a solution of ammonia and water. Abrasive pads will help for the rough spots after the grease and spilled food that can collect there make it an excellent breeding ground for roaches as well as being a fire hazard. Replacement burner pans are available for a fee. Don't use abrasive cleaning supplies that will damage the porcelain or painted surfaces. Control knobs should be cleaned often with warm, soapy water.

OVEN

When cleaning oven be careful not to touch light bulb with wet cloth as it may explode.

DO NOT SPRAY OVEN OR HEAT ELEMENT WHILE HOT. HEAT ELEMENT IN ELECTRIC OVEN MAY EXPLODE AND BURN OUT.

- 1. Oven racks should be cleaned with warm, soapy wool pads.
- 2. When cleaning oven, place paper on floor to protect floor surfaces.
- 3. Follow the directions provided with the oven cleaner. Make sure room is well ventilated during cleaning.

ENERGY CONSERVATION

Your gas, lights, and water are included as part of your rent unless otherwise stated by the Housing Authority. All utilities must be used in a reasonable manner. USE NO MORE THAN 60-WATT LIGHT BULBS. The thermostat should be set between 68-72 degrees during the time the unit is occupied and 65 degrees at all other times. In freezing weather please open up all your sink cabinet doors. All lights and appliances shall be turned off when no in use. Drapes shall be at least 6 inches above the heaters. Furniture shall not be placed in front of the registers so as to prevent heat from circulating.

WATER HOSES

Water hoses left connected to the faucet may freeze during cold weather. Frozen faucets may lead to broken pipes. To avoid this danger, please remember to disconnect your hoses if there is even a possibility that it may freeze. You may be charged if the exterior faucet or piping is broken due to your neglect.

OUTDOOR FURNITURE AND OTHER MISCELLANEOUS ITEMS

The Housing Authority of Billings will provide outdoor furniture for all common areas at Pleasantview Apartments. Outdoor furniture, provided by management, is not to be moved or removed. Due to liability/safety and aesthetic reasons, personal outdoor furniture will not be allowed. Other personal items are not to be left outside of the apartment for any reason. Outdoor decorations must be approved by management before being affixed to any outdoor area. Stickers and other adhesive materials are not to be affixed to any surfaces at Pleasantview Apartments including, but not limited to, windows and doors.

GARDENING

First floor residents are allowed to use areas outside of their apartments to garden if they so choose. If they choose to garden, it must be maintained free of weeds. Hanging planter boxes are provided for first floor residents upon request. Resident are not allowed to hang any other planters than those purchased by and hung by Pleasantview Apartments.

2 garden sheds will be provided for each side of the apartment complex on the first floor near the courtyard area. All gardening materials and tools must be kept in the garden sheds or in personal apartments. Items must not be left outside of units.

Second and third floor residents are allowed over the rail planter boxes. These are purchased by and distributed by Pleasantview Apartments. Any other planter boxes must be pre-approved by management. Residents are to report damaged boxes and hangers to on-site manager for replacement.

BIKE RACKS

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Two bike racks are provided for residents to use to store their bikes. Residents must provide their own locks. All bikes must be kept at bike racks by community room or in storage area. Bikes are not allowed to be kept outside of units.

Fire Evacuation Plan

In the event of a fire emergency, residents are to evacuate the building immediately using the following procedure:

1. Isolate the fire by closing the doors. Close all doors behind you as you evacuate the building.

2. Notify other residents of the fire by using your voice and/or knocking on apartment doors.

Please note: this apartment building is equipped with smoke detectors and an outside fire alarm.

3. Evacuate the building using the primary escape route as shown on the Evacuation Floor Plan on your door. If the primary escape route is unsafe or blocked, use the secondary escape route.

- * Do not waste time collecting personal property.
- * Feel doors to see if they are hot before opening them.
- * If smoke is present, crawl low where the air is fresher and cooler
- * No one should reenter the building after evacuation without fire department approval.

4. Once safely outside, **Call 911** using a cell phone or other outside telephone. Provide the 911 dispatcher with your name, address of the emergency, a phone number where you can be reached, and description of the emergency (e.g., fire in the kitchen area, is there any people still inside the apartment, etc.).

5. **Meeting Place**: All residents will meet outside at the **Community Room** unless otherwise directed by Fire Department personnel. Keep a safe distance from the fire and avoid interfering with Fire Department operations.

Fire Safety Plan

- To report a fire or other emergency, residents must call 911 directly. Please follow the Fire Evacuation Plan.
- Please reference the Evacuation Floor Plan on the door in your apartment for information on primary and secondary escape routes, smoke detector locations, fire extinguisher locations, and stairs.
- Building maintenance is responsible for general maintenance of the fire alarm system and the smoke detectors located in the apartments and common areas. **Do Not** remove the batteries from the smoke detector for any reason. It is the responsibility of residents to report low batteries or any problems with your smoke detectors immediately to maintenance at 248-4111.
- Fire Extinguishers are located in the common areas of the building. Fire extinguishers should be used by properly trained person. If you do not know how to properly use them, don't use them. Fire extinguisher use is voluntary. Maintenance staff is responsible for the fire extinguishers located in the building common areas. Please report any problems, damage to, or tampering with directly to maintenance at 248-4111.
- Your apartment is equipped with an electric unit for heat and cooling. Please follow all the manufacturer's safety and operation instructions provided. Building maintenance is responsible for the maintenance of your heating/cooling unit. Please report any problems immediately to 248-4111.

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In general, the most common causes of residential fires are unattended cooking fires, improperly discarded smoking materials, unattended candle fires (note open flames i.e. candles, fondue pots etc. are not allowed at Pleasantview apartments) and damaged or faulty electrical equipment.

PLEASANTVIEW COMMUNITY ROOM POLICY

- Residents must supervise all Community Room activities involving guests.
- The Pleasantview Resident they are visiting must accompany all guests visiting Pleasantview in the Community Room. Guests need to be kept inside the building, unless a resident is outside supervising them. This is due to the many previous complaints received of guests playing in the elevators, running on walkways, and running up and down the stairwells. There is a park located on block form here at the corner of 9th Avenue and Avenue D where the guests may play.
- No alcohol, drugs, or tobacco products are to be used in the Community Room.
- All activities at the Community Room must be approved and scheduled at the Pleasantview Office.
- All activities at the Community Room must begin after 8:00 a.m. and be completed by 10:00 p.m. unless a special event sponsored/approved by management takes place.
- The Big Screen TV, DVD, VCR, and Wii should not be used unless you have received permission and instructions to operate.
- The computer may be used only if you know how to operate the programs. Please notify the office immediately if there is a computer problem. Do not try to fix it yourself.
- No food or drinks will be allowed by the computer center.
- A schedule of Community Room activities will be posted inside the Community Room and are included in your resident newsletter.
- A cleaning and closing checklist will be available to all groups who use the Community Room.

THE ROOM CAPACITY FOR THE COMMUNITY ROOM IS

<u>99</u>

PLEASANTVIEW COMMUNTIY ROOM USER FROM

The Housing Authority provides the Pleasantview Community Room at 825 Avenue D to be used for events and functions sponsored by the Housing Authority, Pleasantview residents, individuals and groups. In order to use the Community Room, it is necessary that a Pleasantview resident or Housing Authority staff be connected with the group or that the function includes residents. The Community Room may be privately reserved for birthday, holiday, gift parties, family reunions, meetings, etc.

A twenty-five-dollar (\$25.00) user deposit will be required for any function that does not involve Housing Authority staff or is not a regular posted Pleasantview function. This deposit will be returned after the Community Room has been checked and found satisfactory, in that there are no damages and it has been cleaned.

The contact person will be held responsible for cleaning and damages. A checklist will be provided for the closing procedure. It must be signed and dated by the contact person. All functions must be completed by 10:00 p.m. No alcoholic beverages, drugs, or tobacco products are allowed on the premises.

By signing below, you and your group agree to accept all liability and responsibility for your function and all those who participate.

Contact person signature & date	On-Site Manager
Deposit received	Deposit returned

COMMUNITY ROOM CLEANING AND CLOSING

- 1. Wipe off all tables with warm soapy water.
- 2. Brush crumbs off of chairs and furniture used.
- 3. Vacuum carpet.
- 4. Mop linoleum in bathroom and kitchen area.
- 5. Shut off and clean out coffee pot.
- 6. Tidy up kitchen area.
- 7. Empty garbage.
- 8. You must supply your own coffee, cups, paper napkins, etc.
- 9. You may use the dish soap and paper towels if needed.
- 10. Close and lock all windows.
- 11. Turn off the TV and cable box, VCR, computer and Wii if they were used.
- 12. In the event of a maintenance emergency please call 248-4111 and the answering service will page a maintenance person to assist you.

Grievance Policy

It is the policy of this property that all residents of the property have access to the main office of the management/owner of Pleasantview Apartments if they desire to speak to someone other than the on-site manager for any reason.

All letters and/or calls will be responded to as soon as possible. We invite and encourage your calls and/or letters in reference to your questions, concerns, or suggestions.

For that purpose, please note the following information:

First line of contact for any concerns is:

On-site Manager:	Corrine Kelly
Telephone number:	(406) 248-4111
FAX/TDD number:	(406) 245-0336 711

Second line of contact for any concerns is:

Housing Authority of Billings

Senior Asset Manager:	Teddi Shorten	
Telephone number:	(406) 237-1911	
FAX/TDD number:	(406) 237-1951	711

Third line of contact for any concern is:

Housing Authority of Billings

Executive Director:	Patti Webster	
Telephone number:	(406) 237-1916	
FAX/TDD number:	(406) 237-1956	711

This property is subsidized through the following local Contract Administrator/HUD Office:

> Montana Department of Commerce Project Based Section 8 Housing 301 S. Park P.O. Box 200548 Helena, MT 59620-0548 (406) 841-2801

No Smoking Policy (Effective 05/31/2012)

The Housing Authority of Billings Board of Commissioners adopted a Smoke Free Policy for all HAB properties including Pleasantview Apartments. This policy applies to all tenants, visitors, staff and vendors.

There are NO designated areas on property to smoke. If you smoke, please go off the property to smoke and clean up any cigarette butts etc. City code provides fines for littering so please clean up after you or your visitors smoke on the sidewalk or street.

At no time, will smoking be permitted by windows or doorways. This policy applies to tenants, guests, employees and contractors/vendors.

Violation of this policy is immediate grounds for termination of tenancy.

Montana Additional Protected Classes

AGE

MARITAL STATUS

CREED

In addition to the Federal Protected Classes under Fair Housing Laws, the State of Montana has three additional protected classes referenced above.

PLEASANTVIEW APARTMENTS MAINTENANCE LABOR RATE CHARGES (Effective October 1, 2018)

Charges not on this list will be charged out at time and materials basis with the time charged figured by the hourly rate of the maintenance position classification assigned to do the work or by the actual contract price of the contractor hired to do the job. An overtime rate of 1-1/2 times the hourly rate will be used to calculate charges for after hours work with a 1-1/2 hour minimum charge.

LABOR RATES

Position	Rate Per Hour
Maintenance Maintenance II	\$ 33.00 26.00
CHARGES	
Oil spots – Flat Charge	\$30.00 each time
Lock change – Flat Charge	\$30.00 each time
Lock Out	\$8.25 during maintenance hours \$74.25 after maintenance hours
Keys	\$2.00
Cleaning (Labor)	\$26.00 per hour
Maintenance hourly wage	\$33.00 per hour
Prefinished Door (Labor)	\$33.00 per door
Screens (Labor)	\$8.25 per screen
Storage Cost (abandoned property)	\$2.25 per day

Carpet will be replaced based on depreciation of current replacement cost.