

**Attachment 4 to Dwelling Lease  
OCCUPANCY RULES AND REGULATIONS  
CITY OF DES MOINES, MUNICIPAL HOUSING AGENCY**

**The following rules and regulations have been developed in order to assist residents and the Housing Agency in maintaining the standards of the development. It is the responsibility of each resident to assist the Housing Agency through observing these occupancy rules. These Rules and Regulations are a part of the Dwelling Lease Agreement.**

**SECTION 1 – GENERAL**

1. **OFFICE HOURS** – The Housing Agency office hours are 8 A.M. to 5 P.M., Monday through Friday, except holidays. All tenant requests shall be made in writing the Administrative Office during regular office hours. If an emergency should arise during business hours, you are to call the administrative office or the maintenance office. If the emergency occurs after office hours, report it immediately by calling the number provided.
2. **MAINTENANCE** – All maintenance needs and/or requests must be made through the maintenance office. Contact the maintenance office Monday through Friday from 8 A.M. to 5 P.M. by calling 288-3717. If an emergency should arise after these hours, you are to call 288-3717 and your call will be forwarded.
3. **RENTAL PAYMENTS** – All rents are due on the 1st day of the month and must be paid by the 8th business day of each month. All rent unpaid by the 8<sup>th</sup> business day of each month becomes delinquent, and a late fee of \$30.00 will be charged. If it remains delinquent after the 8th business day, a fourteen (14) day eviction notice will be served. Checks returned by the bank marked "Insufficient Funds" will be treated as non-payment of rent and a reprocessing fee of \$20.00 will be charged. Such reprocessing fee is separate and apart from the rent payment and late charges.
4. **INSURANCE** – Tenant agrees not to use said premises for any purpose deemed hazardous by insurance companies carrying insurance thereon, and further agrees that the Housing Agency has no liability toward tenant's personal belongings in case of fire, theft or other disasters or any damage caused by breakage, leakage or obstruction of pipes, or from latent defects not known to the Housing Agency. Tenant is responsible for obtaining insurance against these types of occurrences. Tenant is strongly encouraged to have Renter's Insurance.
5. **MAILBOX KEYS, IF APPLICABLE, AND DOOR KEYS**- will be provided for each unit. Upon termination of the lease, all keys must be returned to DMMHA. A \$5.00 charge per key will be levied for any missing unit or mailbox key. Tenant will be charged \$50.00 for any missing Pass Pointe security door key. Tenant will be charged \$20.00 for any missing security door key (Medeco Key)

Any key(s) not returned as agreed will result in rent being charged on per diem basis until key(s) have been returned to the agency. If the keys are not returned to DMMHA within a reasonable amount of time, not to exceed thirty days, the tenant will be charged the replacement cost of the entire lock system in accordance with the most recently approved schedule of damages.

6. **DAMAGE** – The cost of damage to the dwelling unit and appliances from misuse, negligence or harmful cleaning materials shall be borne by the tenant.

7. **LOCK-OUTS** – A \$20.00 service charge for unlocking doors will be levied. Always check to ensure keys are in your possession when leaving the dwelling units. If lock-out occurs after normal business hours, the service charge for unlocking doors is \$40.00.
8. **INTOXICATING BEVERAGES** – The Housing Agency reserves the right to initiate termination of the Dwelling Lease Agreement of any tenant who indulges to excess, or permits any person to indulge to excess, intoxicating beverages upon the premises. In case of Elderly housing, no open alcoholic beverage may be brought into the building.
9. **MOVING** – Moving of furniture to and from the dwelling should be scheduled between the hours of 8 A.M. and 5 P.M. Inform the Housing Agency of moving plans and be sure to arrange with the moving company to dispose of all crates, barrels, and packing boxes used in moving.
10. **SIGNS** – are not permitted on entry doors, patio doors or windows of the dwelling unit at any time without the prior written consent of Housing Agency.
11. **ENTRANCES AND HALLWAYS** – (Where applicable) – In compliance with local fire codes, toys, bicycles, carts and other items are not to be left in the entrance or hallways at any time.
12. **CHILDREN** – (Where applicable) – Children are not permitted to play in the halls, stairways, parking areas or in or around buildings where they may endanger themselves or unnecessarily disturb residents. Children of working parents must be adequately supervised by someone designated by the parents and be provided with the means of access to their dwelling unit at all times. It is of the utmost importance that children be so supervised that they will not present a disciplinary problem for the Housing Agency.
13. **SECURITY** – (Where applicable) – The outside doors should be closed and locked at all times. Door-to-door soliciting is not permitted. Residents are requested to notify the Housing Agency when solicitors or other unauthorized persons appear in Agency buildings. Residents should refrain from “buzzing-in” or otherwise allowing unknown persons access to the building, this includes propping open doors. Other than main entry doors, all other doors are to be utilized for exit only and must remain secured. Admission to the building may be made only through the front entry doors.
14. **GUEST** – Tenants are responsible for any and all actions of guests when visiting the dwelling unit or while on Housing Agency premises. **Tenants of Royal View Manor must sign in their guests using the guest sign in book and escort them into the building. Royal View Manor guests must also be signed out of the building by the tenant.**
15. **ADDRESS** – Tenants shall not allow any person, who is not an authorized member of the household, to use the unit address for receipt of mail, or for any other purpose, without prior written permission of the Agency.
16. Tenant shall not interfere with the Sheriff or with housing staff during an eviction or any move-out process. Tenants are specifically prohibited from bringing any items the Sheriff has placed on the public right-of-way back on to DMMHA property, including to their apartment.
17. **Absence from the unit – Tenant may not be away from the unit for more than 180 consecutive calendar days. Absence greater than 180 consecutive calendar days will result in termination of the dwelling lease.**

## SECTION 2 –THE DWELLING UNIT

1. **PETS** – Residents may house approved pets but only after entering into a Pet Policy Agreement with the Housing Agency and only after the Pet Policy deposit has been paid in full. Pets of friends/**family** shall not be harbored or kept. **Pets of friends/family may not visit the unit.**
2. **INTERIOR** – Alterations, redecoration and repairs to the interior of the dwelling units and to appliances is a responsibility of the Housing Agency. Only Maintenance personnel or a contractor approved by the Housing Agency are permitted to do this type of work unless otherwise approved by the Housing Agency.
3. **EXTERIOR** – Tenant shall not affix or cause any company to affix any permanent fixtures such as satellite dishes and/or antennas without prior written permission from DMMHA. **Satellite dish installation is not allowed at South View Manor, East View Manor, Oak Park Plaza, Highland Park Plaza, and Royal View Manor.**
4. **WALL DECORATION** – Tenant shall not use contact paper, tub stick-ons or any other sticky material anywhere on the premises. Wall hangings should only be secured with small nails not any type of screw or double-sided sticker/tape.
5. **WINDOWS** - Tenant shall conscientiously keep windows closed during heavy rains and storms to avoid rain damage. When leaving the dwelling unit for an extended period of time, windows should be closed due to energy loss.
6. **LIGHT BULBS** – are furnished in sockets at time of move in. A serviceable bulb is to be left in each light socket when the apartment is vacated. Replacement of burned-out light bulbs is the responsibility of the tenant.
7. **LOUD NOISE** – All tenants must be considerate of neighbors and refrain from making loud noises that will disturb other tenants. When having guests, playing the radio or stereo or just talking, please remember the dwelling units are built close together and noise travels. It is requested that no unnecessary noise be made after 10 P.M. or before 8 A.M.
8. **IF CURTAIN RODS OR SHADES** – have been installed at each window, they are not to be removed. No additional shades or curtain rods are permitted. However, appropriate curtains or drapes are to be placed at each window.
9. **CLEANING** – The dwelling units are thoroughly cleaned prior to occupancy. The tenant is expected to leave the dwelling unit in the same condition in which it is leased. Charges will be made for cleaning and repairing the unit when vacated. The tenant is responsible for maintaining clean and sanitary conditions within the dwelling unit. Cleaning of the windows and floors is a tenant responsibility. Any damage to the carpet caused by cleaning by the tenant or by any cleaning contractor will be charged to the tenant. The housing Agency reserves the right to make periodic inspections of the dwelling unit, with prior notice, to ensure that the desired standards of maintenance and cleanliness are maintained.
10. **WALLPAPER** – Tenant may not install wallpaper or any other type of wall coverings. If such unauthorized action is taken, tenant shall be responsible for cost of having the wall covering removed and wall restored to its original condition upon termination of the lease.
11. **APPLIANCES** – The refrigerator-freezer requires defrosting periodically to prevent frost build-up. Avoid using a sharp instrument to pick or scrape off ice. This action can puncture the coil or interior wall causing

damage and requiring replacement at tenant's cost. Tenants are not permitted to use or install their own appliances.

12. **AIR CONDITIONING** – (Where applicable) – It is possible for the tenant to have an air conditioner installed in the living room of the dwelling unit at tenant expense with Housing Agency guidance. Arrangements and approval for installation must be made in advance with the Housing Agency. If tenant vacates a dwelling unit, which has had an air conditioning unit installed, the tenant will be responsible for any damage caused during the removal of the unit.
13. **BATHROOM** - Tenant will be responsible for the cost of unstopping stools and drains unless stoppage is due to defective plumbing. Use only non-abrasive cleanser on all bathroom fixtures (tub and sink).
14. **CHRISTMAS TREES** – Because of the fire hazard, live Christmas trees on the premises are not allowed.
15. **SMOKE DETECTORS** – Tenant may not remove, or otherwise disable, smoke detector, for any reason except for immediate replacement of batteries.
16. **LOCK CHANGED:** -- Locks may only be changed by an authorized representative of DMMHA and the tenant will be charged \$75.00 for deadbolt locks and \$100 for entry door locks. Tenants must make a written request to have locks changed to the Administrative office.

### **SECTION 3 –LAUNDRY ROOM (WHERE APPLICABLE)**

1. Tenants are not permitted to use their own washers and dyers on the premises (except in semi-detached and single family dwelling units where hook-ups are provided. Coin operated washers and dryers are provided in row-type structures and elderly buildings.
2. The use of laundry facilities is permitted only between the hours posted by DMMHA staff for each building.
3. Please remove all laundry from the machines promptly so other tenants may use the facilities without undue delay.
4. Please be considerate of your neighbors and clean the washers and dryers after each use.
5. Lint filters should be cleaned before using the dryers. (Dryers will not operate efficiently unless they are cleaned after each load).
6. Clothing, rugs, mops, and other articles of clothing shall not be hung in the laundry or community rooms.
7. The tenants are requested to cooperate in keeping the laundry area clean.

### **SECTION 4-OUTSIDE THE GROUNDS**

1. Any games that require the throwing of objects around the dwelling unit are not permitted.
2. No trampolines or swimming pools will be permitted on the premises.

3. **Grills – charcoal grills are not allowed within 50 feet of the leased premises. Tenants may use a gas grill on balconies and/or decks, however; gas grills can not be operated with more than a 20 pound gas cylinder. Gas cylinders may not be stored inside the leased premises or anywhere inside DMMHA owned property.**
  
3. **Tenant is prohibited from feeding or harboring stray domesticated animals. The feeding of stray domesticated animals anywhere on or near the property shall constitute having a pet without the written permission of the DMMHA.**
  
4. Tenant will be responsible for damage done to sod, trees, shrubs, floors, mailboxes, entrance doors and play equipment by his family or guests.
  
5. Tenants shall have the right to free use, at his own risk, of all recreational facilities where provided by the Housing Agency for tenants, provided however; that the Housing Agency shall have the right to regulate the use of the recreational facilities and refuse use of the facilities to non-residents of the dwelling units or if the tenant or the guest of the tenant fails to abide by the regulations established by the Housing Agency. The Housing Agency reserves the right to close any of the facilities for the purpose of maintaining, cleaning, or repairing the facilities, provided however; that the Housing Agency shall not unreasonably close or withhold use of the facilities.

## **SECTION 5 –PARKING AREAS**

1. Tenants will cooperate in removing automobiles from parking lots for snow removal. Tenants occupying duplex or single family dwellings shall be responsible for and shall ensure snow is removed from drives, parking areas and sidewalks.
  
2. Only one vehicle per household will be allowed to park in the lot unless otherwise approved by the Housing Agency (multifamily dwellings only).
  
3. Changing oil and other repair work on vehicles, trailers and boats is not permitted on the premises.
  
4. All vehicles on the premises shall properly display a current, valid vehicle license and be in operating condition or the vehicle(s) will be towed at the tenant's expense.
  
5. Owners of vehicles that leak oil or other substances will be required to pay the cost of parking lot clean-up or repair.
  
6. Trucks, trailers, buses or boats may be parked only with prior written permission from the Housing Agency.
  
7. Any vehicle illegally parked on Agency property will be towed away at the owner's expense.
  
8. Vehicles may not be parked or driven on the lawn at any time.
  
9. Tenants in duplexes or single family dwellings shall be responsible for mowing, raking the lawn, and trimming volunteer growth on areas assigned to the dwelling unit.

## **SECTION 6- RESIDENCY**

1. Housing Agency reserves the right to determine what constitutes occupancy and compliance with the Dwelling Lease Agreement.
2. Residents (where applicable) must be 62 years of age or older and capable of self-care; handicapped or disabled and capable of self-care.

#### **SECTION 7- FIREARMS**

1. Residents are prohibited from keeping firearms in the leased premises. Violation of this rule will result in lease termination.

**I have read and understand the rules listed above. I agree that failure to comply with any one of these rules could result in the termination of my lease agreement.**

**Tenant Printed Name:** \_\_\_\_\_

**Tenant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**This document was reviewed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.**

**Des Moines Public Housing**

**Staff Printed Name:** \_\_\_\_\_

**Staff Signature:** \_\_\_\_\_