

Princeton Housing Authority

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House Rules

The following policies and general rules are compiled herein for the benefit of all Princeton Housing Authority residents. Some of the information below can be found in the [Residential Lease Agreement](#), accompanying attachments, or [Admissions and Occupancy Policy](#) and is contained here for convenience. Other rules and policies are not discussed in detail in the Residential Lease Agreement, but instead refer to this document commonly called “House Rules”.

Section 1.0 Privacy of Apartments

PHA officials and employees will not enter your apartment in your absence, except under the following conditions:

- A. The Management, or duly authorized agent, employee or contractor of Management, shall, upon advance reasonable notification to the Tenant, be permitted to enter the dwelling unit during the hours of 8:00 AM and 8:00 PM for the purpose of performing routine inspections and maintenance, for making improvements or repairs, or to show the premises for re-leasing. A written statement specifying the purpose of management entry delivered to the premises at least two (2) days before such entry shall be considered advance reasonable notification; Tenant’s request for maintenance shall constitute permission to enter;
- B. The Management may enter the premises at any time without advance notification when there is reasonable cause to believe that an emergency exists. If the Tenant is visually impaired, all notices must be in an accessible format;
- C. To check the premises at reasonable hours when there is reason to believe the premises may have been abandoned;
- D. To perform preventative maintenance work when there is a published schedule that has been provided to the resident; or
- E. In the event that the Tenant and all adult members of the Tenant’s household are absent from the premises at the time of entry, the Management shall leave on the premises a written statement specifying the date, time, and purpose of entry prior to leaving the premises.

Section 2.0 Maintenance Emergencies

The following types of work will be treated as an EMERGENCY and the Landlord will respond immediately:

- A. Sewage backup
- B. Flooding/Water Leak
- C. Non-working toilet (unless there is another properly functioning toilet available within the unit)
- D. No heat in the entire apartment
- E. No electricity in kitchen or entire dwelling
- F. If plate glass or broken entrance door glass is causing a safety or security hazard
- G. Natural gas leak

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- H. Broken lock or entrance door lock making the dwelling unit insecure
- I. Lock change following theft or violence (with police verification)
- J. Lock-out (resident will be billed the current charge for responding after hours). Doors will not be unlocked for any person under 18 years of age or a person not listed on the lease. Proper identification must be provided at the time of emergency response.

If a work order is “urgent”, but not considered an emergency, a maintenance employee will respond the next working day. If a maintenance employee is dispatched to an “emergency”, after normal working hours, which does not fit the above descriptions, charges will be assessed to the resident’s account for the call according to the [Tenant Maintenance Charge policy](#).

Section 3.0 Renters Insurance

The Princeton Housing Authority strongly recommends that every resident consider purchasing renters insurance to protect your personal belongings in the case of damages resulting from water, fire, smoke, electrical surge, theft, etc. The Housing Authority’s insurance only covers damages to the buildings, not your belongings, when/if these incidents occur. Renters insurance is very inexpensive but could turn out to be invaluable.

Section 4.0 Visitors

Visitors may be permitted to sleep overnight in a dwelling unit, provided he/she are reported to the Authority within 48 hours of his/her arrival or prior thereto. Visits not exceeding 14 consecutive days, or a total of 21 days in any 12-month period, may be authorized. Visitors remaining beyond this period shall be considered trespassers and the tenant shall be guilty of a breach of the Lease, unless written authorization to extend a visit was given by the PHA. Tenants will not be given permission to allow a former tenant of the Authority who has been evicted to sleep overnight in the unit for any period of time whatsoever.

Section 5.0 Flammable Materials and Space Heaters

The storage or use of gasoline, propane or other flammable materials in or around apartments is prohibited. Residents must exercise caution with respect to children playing with matches or lighters. Space heaters are only permitted with management's approval.

Section 6.0 Doors

Doors of apartments must be locked during your absence. Management will not be responsible for articles missing from the apartment. Always carry your key when you go out. Residents locking themselves out after regular working hours will be charged a fee according to the [Tenant Maintenance Charge Schedule](#).

The Tenant agrees not to install additional or different locks or gates on any doors or windows of the unit without the *prior written permission* of the Landlord. If the Landlord approves the Tenant’s request to install such locks, the Tenant agrees to provide the Landlord with a key for each lock. The PHA must be able to gain access

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for routine maintenance, inspection purposes and in the event of an emergency. Use of personal locks without permission constitutes material noncompliance with the Lease, which can lead to termination of tenancy.

If Management is unable to gain access to a dwelling unit as a result of action or inaction of a Tenant, the Tenant agrees and understands that such action or inaction of Tenant can be used by Management as evidence of the Tenant's fault, which if proven in court can result in a finding of the Tenant's liability and the Management's non-liability for any conditions resulting from the lack of inspection or correction as a consequence of the Tenant's failure to provide access to the dwelling unit.

Section 7.0 TV Antennas, Satellite Dishes

In accordance with the FCC "Over-the-Air-Reception Devices Rule" of 1996, and the amendment to the rule on January 22, 1999, this rule applies to video antennas including direct-to-home satellite dishes that are less than one meter in diameter, TV antennas, and wireless cable antennas. Tenants may only install such devices on property that is within their exclusive use or control, such as a balcony, terrace, deck or patio.

There are no apartments managed by the Princeton Housing Authority that have an exterior exclusive use area. Therefore, antennas/satellite dishes are not permitted unless they are installed wholly within the rental unit.

Section 8.0 Alterations, Changes to Exterior or Interior

- A. Residents are not to make repairs or alterations or install any equipment to the interior or exterior of the unit without the *prior written permission* of PHA, including but not limited to security bars, satellite dishes, fencing, storage sheds, screen houses, etc.
- B. Residents are not to alter the apartment through use of paneling, wallpaper, contact paper, built-in shelving, room dividers, etc., which are attached to any wall, floor, shelves, drawers, or ceiling surfaces. Only those items that are freestanding and not attached may be used such as freestanding shelves, lamps, and other items which do not damage the walls or other surfaces.

Section 9.0 Motorized Vehicles

Tenant agrees:

- to park motorized vehicles only in designated parking areas and never on grassy areas;
- not to display vehicles for sale;
- not to change oil, wash or make major repairs to such vehicles
- to remove from the premises any vehicles without a valid registration and inspection sticker
- To refrain from parking any vehicles in any right-of-way or fire lane designation and marked by Management or local authorities.

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Any inoperable or unlicensed vehicle as described above will be removed from the property at Tenant's expense.

Section 10.0 Contracts with Local Utility Companies

Tenant agrees to enter into a contract(s) with the local utility companies for utilities not furnished by the Management, and agrees to maintain contract(s) in force and effect during tenancy for delivery of services to Tenant's premises. Tenant agrees that failure to maintain continuous utility service is considered to be a serious breach of this lease in that the cessation of service of gas, electricity or water is a threat to the safety and health of Tenants. The Landlord will not be held responsible or liable for failure to furnish utilities by reason of any cause beyond the Landlord's control.

Section 11.0 Charges for Special Services/Damage from Resident Abuse/Neglect

Residents will not be charged for maintenance or damage due to normal wear and tear on the apartment. However, in some situations residents will be required to pay the charges for material and labor for special services rendered or for damage, repair or the cost of missing items. Residents are not authorized to have any PHA property or equipment repaired by an outside vendor.

Special Service Charges. The following will be levied for special services which are not a part of regular/routine maintenance and operations.

- A. Hauling Charges: If you permit old furniture, appliances, junk, trash or other debris to accumulate in your apartment or in the area surrounding your apartment, and it becomes necessary for PHA to remove such material (after giving reasonable notice), the PHA will charge the actual cost of removing such material. Residents moving out and leaving old furniture, appliances, junk or trash are subject to the hauling charge at the time the unit is vacated.
- B. Charge for Damage by Residents. Household Members, Guests or Other Persons Under the Residents Control: Such charges will be made in accordance with the list of [Tenant Maintenance Charges](#).

Section 12.0 Housekeeping Standards

In an effort to improve the livability and conditions of the apartments owned and managed by the PHA, uniform standards for residential housekeeping have been developed for all resident families.

- A. Authority Inspection Responsibility. PHA will inspect each unit annually and when a complaint is received to determine compliance with the standards. If the unit fails inspection, a Notice to Cease will be issued. The resident will be notified of the failed areas and given a 30-day period to correct the deficiencies.
- B. Tenant Inspection Responsibility. Residents are responsible to notify PHA of any maintenance problems. Any alteration made to any part of the unit by the resident must be approved, in writing, by the PHA prior to altering the unit. Residents are required to abide by the standards set forth. Failure to abide by the Housekeeping Standards that results in the creation or maintenance of a threat to health and safety is a violation of the terms of the Residential Lease Agreement

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and can result in eviction.

General Standards Inside the Unit

All units must be kept in a decent, safe and sanitary condition

- **Walls** should be clean and free of dirt, grease, holes, cobwebs, graffiti, and fingerprints. All electrical outlet covers should be securely intact and free from grease and grime.
- **Floors** should be clean, clear and free of dirt and debris. Trash should be swept and floors should be mopped. Carpeted areas should be vacuumed regularly.
- **Ceilings** should be clean and free of cobwebs, mildew, etc. All light covers should be intact, clean and free of dust and cobwebs.
- **Windows** should be clean and free of grease and grime. Windows should not be nailed shut. Shades, blinds, window treatments and screens should be intact. Windows may not be blocked by furniture, debris, air conditioners (if only one window in room) as this creates health and safety/egress issues.
- **Doors** should be clean, free of grease and fingerprints. Doorstops and knobs should be present. Doors may not be blocked by furniture, debris, etc. as this creates health and safety/egress issues.
- **Heating and Air Conditioning Units** should be dusted regularly and the surrounding areas should be uncluttered.

Kitchen

- **Stove** should be clean, uncluttered, and free of food, dirty dishes, grease, and debris. Inside of the oven should be free of spilled or burnt food and grease.
- **Freezer/Refrigerator** should be clean inside and out. Doors should close properly and have handles. The freezer should not have ice build-up. Food, which has been opened and/or covered should be disposed of promptly to prevent food-borne illness.
- **Cabinets** should be clean, free of grease, spilled food and not overloaded. All items should be neatly organized and all unused portions should be covered.
- **Exhaust Fan** should be clean and free of grease and dust.
- **Sink** should be clean, free of grease, dirty dishes, food and stagnant dishwater. Dirty counter dishes should be washed and put away daily. Excess water should be wiped away.
- **Food Storage Areas** should be neat and clean and free of any spilled food, grease and grime.
- **Garbage/Recycling** should be stored in a covered container until removed to the disposal areas. Garbage containers should be odor free and emptied regularly.

Bathroom

Should be cleaned after daily hygiene is performed. All excess water should be removed to prevent mildew.

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- **Toilet Tank** should be clean and odor free.
- **Tub and Shower** should be cleaned daily after each use and kept free of dirt and hair.
- **Sink** should be cleaned after each use and kept free of dirt, hair, toothpaste, residue, etc.
- **Exhaust Fan** should be kept clean and free of lint and dust.

Storage Areas

Should be neat, uncluttered and organized.

- **Linen or Other Closets** should be neat and clean. All clothing, linens, etc., should be hung or neatly folded. No flammable materials should be stored in the unit.

Hallways, Stairwells, Laundry/Utility Areas, and Handrails

- **Hallways** should be clean and free of hazards.
- **Stairwells** should be clean and uncluttered and free of tripping hazards.
- **Laundry Areas** should be kept clean, neat and uncluttered. Dirty laundry should be neatly stored and washed regularly.
- **Utility room** should be free of debris, uncluttered and swept regularly. Flammable materials may not be stored inside or outside the unit.
- **Handrails** should be attached to the wall.

General Standards Outside the Unit

Should be free of debris, clutter, trash, and abandoned cars. The exterior walls should be free from graffiti.

- **Porches/Steps/Sidewalks** should be clean, uncluttered and free of hazards.
- **Yard areas** should be clean and free of hazards. Bicycles and toys should be neatly organized in the rear of the apartment.
- **Storm Doors** should be kept clean. Screen and storm windows should be intact.
- **Parking Lots** should be free of abandoned cars. Car repairs or washing in the lots is not permitted.

Section 13.0 Inability to Care for Oneself/Creation of Threat to Safety and Health

Tenant understands and agrees that the Lease may be terminated pursuant to the appropriate procedures in the event that the Tenant becomes so physically or mentally incapable of maintaining the premises in a habitable condition or of caring for their physical or mental needs such that reasonable accommodations will not be sufficient to meet such needs and where the Tenant cannot arrange for someone to assist in performing these functions. In such cases Management will assist Tenant, or designated member(s) of Tenant's family, to find more suitable housing and move Tenant from the dwelling unit. If there are no family members who can or will take responsibility for moving Tenant, the Landlord will work with appropriate agencies to assist the Tenant in finding alternative housing and will terminate the lease.

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At the time of admission, all Tenants must identify the family member(s) to be contacted if they become unable to comply with Lease terms. Nothing herein shall be construed to compel Management to provide accommodations or continued residency to a Tenant or to household members who, because of physical, mental or emotional illness, have become a threat to the health or safety of such Tenant or household members themselves, or who have become a threat to the health, safety, or right to peaceful enjoyment of project premises of any other Tenant or Management employee.

Section 14.0 Misrepresentation/Fraud

Where the Tenant, intentionally or by mistake, has misrepresented or failed to submit any facts required for the determination of rent, the PHA may charge and collect as rent the difference between the rent actually paid and the rent which would have been due had the proper information been submitted by the Tenant. If the act is determined by the PHA to be intentional, the lease will be terminated in addition to requiring the tenant to pay back the applicable portion for rent. If the unreported income was unintentional, the Landlord may approve a repayment agreement which stipulates the schedule of repayments, the amount of the payment and the consequences if a payment is missed.

If an applicant or tenant is found to have made willful misrepresentations at any time which resulted in the applicant or tenant being classified as eligible, when in fact he/she were ineligible, applicant/tenant will be declared ineligible and the lease and/or application will be terminated because of the misrepresentations by the applicant/tenant. If such misrepresentation resulted in the tenant paying a lower rent than was appropriate, the tenant shall be required to pay the difference between the actual payments and the amount which should have been paid. In justifiable instances, the PHA may take such other action as it deems appropriate, including referring the tenant to the proper authorities for possible criminal prosecution.

Knowingly providing false, inaccurate or incomplete information is fraud and considered a crime. If you commit fraud, you and your family may be subject to any of the following penalties:

- A. Eviction
- B. Termination of Assistance
- C. Repayment of rent that you should have paid had you reported your income correctly
- D. Prohibition from receiving future rental assistance for a period of up to 10 years
- E. Prosecution by the local, state or Federal prosecutor, which may result in a fine of up to \$10,000 and/or jail time.

Section 15.0 Attorney, Court, and Eviction Costs

Tenant will be charged a fee to cover costs and/or reasonable attorney's fees the court may award whenever the PHA incurs costs and attorney fees in connection with legal proceedings in which the Tenant does not prevail in the court action.

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In the event of an eviction, the Tenant gives the PHA permission to remove from the unit and then from the public way and store any personal property left in the unit and dispose of such property as prescribed by law and agrees that the Tenant will be responsible for the actual costs for removing any personal property from the unit and any other costs directly associated with the eviction.

In the event of the Tenant's eviction or the termination of tenancy, the Tenant will remain liable for the payment of rent and costs due to PHA through the date of eviction or termination of the tenancy.

Section 16.0 Pre-Occupancy, Annual, and Pre-Termination Inspections

- A. The Management and the Tenant or the Tenant's representative shall inspect the premises prior to occupancy by the Tenant. The Landlord will furnish the Tenant with a written statement of the condition of the premises, the dwelling unit and the equipment provided with the unit. The Landlord and the Tenant shall sign the statement, and a copy shall be retained by the Landlord in the Tenant's folder.
- B. The Landlord will inspect each unit at least annually to monitor the condition of the unit/determine required repairs, and determine compliance with the Housekeeping Standards and as required by federal and state agencies. Upon completion of an inspection, the Landlord will advise Tenant of the specific correction(s) required to establish compliance. Within a reasonable period of time, the Landlord will schedule a second inspection. Failure of a second inspection will constitute a violation of the lease terms.
- C. At the time the Tenant vacates the unit, the Landlord shall inspect the unit and furnish the Tenant with a written statement of any charges to be made. The Management shall notify the Tenant of the inspection and the Tenant and/or Tenant's representative may join in such inspection, unless the Tenant vacates the premises without prior notice to the Management.

Section 17.0 Former Tenants

Tenants will not be given permission to allow a former Tenant of the PHA to sleep overnight in any PHA unit for any period of time after the former Tenant has been evicted for any violation of this lease involving any activity that creates or results in danger or injury to persons or to PHA property, or any activity that creates or results in serious or repeated interference with the rights and wellbeing of other Tenants or PHA employees or their peaceful enjoyment of the premises.

Section 18.0 Individuals Banned from PHA Properties

Tenants agree to abide by any banning notice which prohibits an individual from entering into or onto the premises owned and maintained by the PHA. Failure to abide by any banning notice is a serious lease violation.

Section 19.0 Checking Out When Vacating Apartment

Rent is due in full for the month, even if notice to vacate has been given. You must give at least 30-day written notice of your intent to move out. Failure to give proper notice could result in additional charges to the Tenant. The Tenant is responsible for rent, damages and other charges incurred until such time as they inform the

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Landlord of their move, have vacated the unit, and have turned the keys in to the Landlord.

- A. In order for the apartment to be properly checked out, you must have physically moved all possessions out of the apartment prior to turning in your keys.
- B. You must turn in your apartment keys within 24 hours after having vacated the apartment. Tenant will continue to incur rent until the keys are received.
- C. After the apartment is checked, and the cost of cleaning (if necessary) and any repairs for damage to the unit or equipment, or for missing items is calculated, you will be refunded any amount due to you from the security deposit within 30 days.
- D. If you cannot pay all charges due at move-out, ask to make arrangements to pay the charges off over a reasonable length of time. This will save your credit rating from an unfavorable report. If you fail to pay or make arrangements to pay when moving out, PHA will send you a notice of the amount owed, indicating that if payment is not received within 10 days, the amount will be turned over to a Collection Agency.

Section 20.0 Resident Procedural Rights

- A. Termination Notification. HUD is incorporating additional termination notification requirements to comply with section 6 of the Act for public housing projects converting assistance under RAD, that supplement notification requirements in regulations at 24 CFR 880.607 and the Multifamily HUD Model Lease.
 1. Termination of Tenancy and Assistance. The termination procedure for RAD conversions to PBRA will additionally require that PHAs (as owners) provide adequate written notice of termination of the lease which shall not be less than:
 - a. A reasonable period of time, but not to exceed 30 days:
 - i. If the health or safety of other tenants, owners employees, or persons residing in the immediate vicinity of the premises is threatened; or
 - ii. In the event of any drug-related or violent criminal activity or any felony conviction; or
 - b. 14 days in the case of nonpayment of rent.
 2. Termination of Assistance. In all other cases, the requirements at 24 CFR 880.603, the Multifamily HUD Model Lease, and any other HUD multifamily administrative guidance shall apply.
- B. Grievance Process. In addition to program rules that require that tenants are given notice of covered actions under 24 CFR Part 245 (including increases in rent, conversions of a project from project-paid utilities to tenant-paid utilities, or a reduction in tenant paid utility allowances), HUD is incorporating resident procedural rights to comply with the requirements of section 6 of the Act.

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RAD will require that:

1. Residents be provided with notice of the specific grounds of the proposed owner adverse action, as well as their right to an informal hearing with the PHA (as owner);
2. Residents will have an opportunity for an informal hearing with an impartial member of PHA's staff (as owner) within a reasonable period of time;
3. Residents will have the opportunity to be represented by another person of their choice, to ask questions of witnesses, have others make statements at the hearing, and to examine any regulations and any evidence relied upon by the owner as the basis for the adverse action. With reasonable notice to the PHA (as owner), prior to hearing and at the residents' own cost, resident may copy any documents or records related to the proposed adverse action; and
4. PHA (as owner) provides the resident with a written decision within a reasonable period of time stating the grounds for the adverse action, and the evidence the PHA (as owner) relied on as the basis for the adverse action.
5. The PHA (as owner) will be bound by decisions from these hearings, except if the:
 - a. Hearing concerns a matter that exceeds the authority of the impartial party conducting the hearing; or
 - b. Decisions are contrary to HUD regulations or requirements, or otherwise contrary to federal, state or local law.

If the PHA (as owner) determines that it is not bound by a hearing decision, the PHA must promptly notify the resident of this determination, and of the reasons for the determination.