OCCUPANCY RULES
CITY OF DES MOINES, MUNICIPAL HOUSING AGENCY (DMMHA)

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

SECTION 1 – GENERAL

1. **OFFICE HOURS** – The DMMHA office hours are 8 A.M. to 5 P.M., Monday through
   Friday, except holidays. All tenant requests shall be made in writing to the Administrative
   Office during regular office hours.

2. **MAINTENANCE** – All maintenance needs and/or requests must be made through the
   Administrative Office. Contact the Administrative Office Monday through Friday from 8
   A.M. to 5 P.M. by calling (515) 323-8950. If an emergency should arise outside of these
   hours, call (515) 202-2876.

3. **INSURANCE** – Tenant agrees not to use the dwelling unit for any purpose deemed
   hazardous by insurance companies carrying insurance thereon, and further agrees that the
   DMMHA 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 DMMHA. Tenant is responsible for obtaining insurance against
   these types of occurrences. Tenant is strongly encouraged to have Renter’s Insurance.

4. **MAILBOX KEYS, IF APPLICABLE, AND DOOR KEYS**- Keys will be provided for
   each unit. Upon termination of the lease, all keys must be returned to DMMHA.
   If the keys are not returned to DMMHA at the termination of the lease, the tenant will be
   charged the replacement cost of the entire lock system in accordance with the most recently
   approved schedule of damages.

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

6. **LOCK-OUTS** – A $30.00 service charge will be charged to the tenant for each request by
   the tenant to unlock unit doors during normal business hours. 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 to be charged to the tenant for unlocking unit door(s) is
   $60.00.

7. **INTOXICATING BEVERAGES** – The DMMHA 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. No alcoholic beverage may be brought into or consumed in common areas of the premises and/or grounds.

8. **MOVING** – Moving of furniture to and from the dwelling unit should be scheduled between the hours of 8 A.M. and 8 P.M. Inform the DMMHA of moving plans in writing and be sure to arrange to dispose of all crates, barrels, and packing boxes used in moving.

9. **SIGNS** – Signs are not permitted on entry doors, patio doors or windows of the dwelling unit at any time without the prior written consent of DMMHA.

10. **ENTRANCES AND HALLWAYS** (Where applicable) – In compliance with local fire codes, toys, bicycles, carts and other items are not to be left in the common areas at any time.

11. **SECURITY** (Where applicable) – The outside exit doors must be closed and locked at all times. Soliciting is not permitted. Residents are requested to notify the DMMHA 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, including propping open doors. Admission to the buildings may be made only through the front entry doors.

12. **GUEST** – A guest is defined as a person temporarily staying in the dwelling unit with the consent of a tenant or other member of the household. Tenants are responsible for any and all actions of guests when visiting the dwelling unit or while on DMMHA premises. Tenants must be with guests at all times and may not give building or unit keys to guests to use. 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.

13. **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 DMMHA.

14. **EVictions** - Tenant shall not interfere with the Sheriff or with DMMHA staff during an eviction or any move-out process. Tenants are specifically prohibited from bringing any items that the Sheriff has placed on the public right-or-way back on to DMMHA property, including to their apartment.

15. **COMMON AREAS**

1) Furniture is for use in common areas only. Furniture is not to be taken outside nor removed from the area for which it is intended.

2) Tenants and guests will be required to wear shoes in all common areas. Tenant and guests shall be dressed appropriately at all times when in common areas.

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SECTION 2 – RESIDENT CHARGES

1. Rent:
   1. Rents shall be due and payable in full on the first calendar day of each month and must be received and paid in full no later than the 7th calendar day of each month.
   2. On the eighth (8th) calendar day of each month, a $30.00 late fee will be charged. On or after the eighth (8th) calendar day of each month, a notice initiating eviction proceedings will be served on each resident whose rent has not been received.
   3. DMMHA will terminate the lease for serious or repeated violations of material terms of the lease due to failure to make payments due under the lease, including non-payment of rent, repeated late payment of rent or other charges. Three or more late payments within a 12-month period shall constitute a repeated late payment and repeated violation of the lease and its attachments. Three or more notices for the same infraction within a 12-month period shall constitute repeated violations.
   4. Once initiated, an eviction action will not be stopped by DMMHA unless rent is paid in full. No partial payment of the balance due will be accepted unless prior arrangements have been made with the appropriate Senior Housing Case Manager and approved by the DMMHA supervisor.
   5. All expenses incurred by the DMMHA in the processing of an eviction action, not prohibited by law, shall be added to any balance of rent and charges owed by the resident.
   6. 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 to the tenant. Such reprocessing fee is separate and apart from the rent payment and late charges. Only one (1) non-sufficient funds check in a twelve (12) month period will be allowed, after which, rent must be paid only by cashier’s check or money order. Checks returned by the bank marked “Insufficient Funds” will be treated as non-payment of rent. Such reprocessing fee is separate and apart from the rent payment and late charges

2. Mailbox Keys and Door Keys
   1. A $5.00 charge per key will be charged to the tenant for any missing unit, garage/shed or mailbox key.
   2. Tenant will be charged $50.00 for any missing Royal View Manor security entry door key; for all other buildings, tenant will be charged $20.00 for any missing security entry door key.
3. DMMHA will charge the resident's account and the charge will be due, fourteen (14) calendar days from the date of the Charge Tenant Account (CTA) notice sent to the resident.

3. **Damages:**

1. Items requiring repair or replacement through normal wear and tear, as determined by the DMMHA, shall be repaired or replaced at no charge to the resident.

2. Dwelling unit facilities or equipment requiring repair or replacement because of abuse, neglect, or deliberate destruction by the resident of the dwelling unit or guests or friends shall be charged to the resident.
   
   a) The resident shall be advised that in accordance with the provisions of the dwelling lease agreement and appropriate policy, the charges will be due fourteen (14) calendar days from the date of the Charge Tenant Account (CTA) notice sent to the resident.
   
   b) Should the charges be disputed, the resident shall be given the opportunity to request a hearing.
   
   c) Repairs or replacement of items(s) shall be charged in accordance with the DMMHA's "Schedule of Damage Charges".

4. **Utility Charges:**

**Prior to Move-in:**

1. Residents in family units are responsible for paying their own utilities. They are responsible for contacting the utility company to put the electricity, water/sewer and gas utilities in their name.

2. A complete utility verification form must be given to the Senior Housing Case Manager before the lease can be executed.

**During Residency:**

1. If the resident's payments become delinquent, the DMMHA may pay the utility bill to avoid interruption of service. DMMHA will charge the tenant's account for the amount of the bill paid by the DMMHA. The charge will be due from the resident, in full, on the first day of the month following the month in which the charge was placed on the resident’s account.

**Upon Move-out:**

1. The resident is responsible for contacting the utility company to turn utilities back over to the DMMHA upon move-out.
2. If the resident fails to make the final payment or fails to transfer utilities back to the DMMHA on the move-out date (date keys are returned), DMMHA will charge the resident's account for amounts due.

5. **Lease Termination and/or Eviction:**

1. In the event that DMMHA prevails in an eviction action against a resident for lease violations, and filing fees and court costs are assessed to DMMHA, the resident will be charged all assessed costs which shall be added to any balance of rent and charges owed.

6. **Collection:**

1. Charges incurred by DMMHA to repair damage, redecoration or renovation reported or observed during a dwelling unit will be billed to the resident. Payment must be made in accordance with a DMMHA determined schedule within fourteen (14) calendar days from the date of the Charge Tenant Account (CTA) notice sent to the resident.

2. DMMHA will not provide rental assistance or Public Housing assistance to a family who has an indebtedness to DMMHA from previous occupancy until such unpaid balance is paid in full.

Residents who move out owing rent and/or other charges to the DMMHA will be given up to 30 calendar days to remit the balance due to the DMMHA. The DMMHA will send the first invoice to the address on file for the month of move-out. If the former resident has not paid the balance in full, he/she will be sent an invoice the following month. If the former resident still has not paid the balance in full, DMMHA will take other actions to recover the money owed.

**SECTION 3 – THE DWELLING UNIT**

1. **TRASH** - Tenants are expected to dispose of trash, garbage or refuse promptly in locations provided and shall not allow any trash, garbage or refuse to be deposited or permitted to stand on the exterior of any building or within the common areas of any building. Tenant further agrees that he/she will bag and secure all trash and will place such trash as he/she has in the provided container(s). Items too large that will not fit in the provided containers must be disposed of by the Tenant at their own expense. Items such as chairs, sofas or other large items may not be placed in the trash dumpster or trash dumpster areas.
Tenants are **PROHIBITED** from placing the following materials in trash dumpsters and disposal of these items will be the responsibility of the Tenant at their own expense.

- Hazardous Waste (products labeled toxic, poison, corrosive, flammable, or irritant)
- Paint
- Oil
- Automotive batteries
- Tires
- Hot ashes
- Electronic waste (electronic equipment such as computers, TVs, cell phones, microwave ovens)
- Infectious waste (including used needles)
- Dead animals

2. **SPACE HEATERS & ELECTRIC FIREPLACES** – Tenants are prohibited from having space heaters or electric fireplaces in dwelling units without written DMMHA approval.

3. **PETS/ANIMALS (Other than Service Animals)** – Tenants may house approved pets/animals, other than service animals, but only after entering into a Pet Policy Agreement with the DMMHA and only after the Pet Policy deposit has been paid in full, if a deposit is applicable. Pets/animals of friends/family shall not be harbored or kept. Pets/animals of friends/family may not visit the unit. Service animals are addressed in the Admissions and Continued Occupancy (ACO), Chapter 10.

4. **EXTERIOR** – Tenant shall not affix or cause any company to affix any permanent fixtures such as satellite dishes and/or antennas to the dwelling unit or premises without prior written permission from DMMHA. Satellite dish installation is not allowed at South View Manor, Oak Park Plaza, Highland Park Plaza, and Royal View Manor.

5. **WALL DECORATION** – Tenant shall not use contact paper or tub stick-ons anywhere in the dwelling unit. Wall hangings should only be secured with small nails and not with any type of screw.

6. **WINDOWS** - Tenant shall 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. Tenant may not block full access to any window or door at any time.

7. **NOISE** – All tenants must be considerate of neighbors and refrain from making loud noises that will disturb other tenants at all times. When having guests, playing the radio, TV or stereo or just talking, please remember the dwelling units are built close together and noise travels.
8. WINDOW COVERINGS – If curtain rods or shades have been installed at each window, they are not to be removed. Installation of additional curtain rods or shades must have prior written approval by DMMHA. Sheets or blankets should not be used as window coverings.

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. The tenant will be charged for cleaning and repairing the unit when vacated. The tenant is responsible for maintaining clean and sanitary conditions within the dwelling unit. Any damage to the carpet caused by cleaning by the tenant or by any cleaning contractor will be charged to the tenant. The DMMHA 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. Tenants must use only non-abrasive cleanser on all fixtures.

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 – Tenants living in manors may not install washing machines, clothes dryers, dishwashers, freezers, air conditioners or any other major appliance in the dwelling unit. Tenants living in scattered sites shall get prior written permission to install the above items in the dwelling unit.

12. WATERBEDS – Waterbeds are not allowed at any time.

13. 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 DMMHA guidance. Arrangements and approval for installation must be made in advance with the DMMHA. If tenant vacates a dwelling unit in which an air conditioning unit has been installed, the tenant will be responsible for any damage caused during the removal of the air conditioning unit.

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 detectors for any reason.

16. LOCKS -- Locks may only be changed by an authorized representative of DMMHA. Tenants must make a written request to have locks changed to the Administrative office and tenants will be charged per the schedule of damages. No other additional locks may be installed in, or on the entrance to, the dwelling unit without written permission from DMMHA.

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SECTION 3—LAUNDRY ROOM (WHERE APPLICABLE)

1. Tenants are not permitted to use their own washers and dyers on the premises (except in single family dwelling units where hook-ups are provided). Coin operated washers and dryers are provided in apartment buildings.

2. The use of laundry facilities is permitted only between the hours posted by DMMHA staff for each building.

3. The use of the laundry facilities is permitted only for tenants of DMMHA. Guests may not use the laundry facilities.

4. Liquid detergent must be used in the machines. Use of powder detergent is prohibited.

5. Please remove all laundry from the machines promptly so other tenants may use the facilities without undue delay.

6. Please be considerate of your neighbors and clean the washers and dryers after each use.

7. Lint filters should be cleaned before using the dryers. (Dryers will not operate efficiently unless they are cleaned after each load).

8. Clothing, rugs, mops, and other articles of clothing shall not be hung in the laundry or community rooms.

9. The tenants are requested to cooperate in keeping the laundry area clean.

10. Items left in the laundry room, washers or dryer for more than 24 hours may be disposed of by DMMHA staff, with or without advance notice.

SECTION 4-OUTSIDE GROUNDS

1. No trampolines or swimming pools will be permitted on the premises.

2. Charcoal grills are not allowed. Tenants may use a gas grill 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. Tenants are prohibited from feeding or harboring stray 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. Tenants may feed outside birds and squirrels; however, feed must be in an appropriate feeder and cannot be thrown on the ground or placed on window ledges.

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5. Tenants will be responsible and charged for damage done to sod, trees, shrubs, floors, mailboxes, entrance doors and play equipment by their family or guests.

6. Tenants shall have the right to free use, at their own risk, of all recreational facilities where provided by the DMMHA for tenants, provided however; that the DMMHA 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 DMMHA. The DMMHA reserves the right to close any of the facilities for the purpose of maintaining, cleaning, or repairing the facilities;

SECTION 5 – PARKING AREAS

1. Tenants will cooperate in removing automobiles from parking lots for snow removal. Tenants occupying single family dwellings shall be responsible for and shall ensure snow is removed from drives, parking areas and sidewalks within 48 hours.

2. Vehicles belonging to tenants who have been evicted or terminated will be towed at the tenant’s expense if the vehicle remains on the property following a lawful eviction.

3. In multifamily dwellings, only one vehicle per household will be allowed to park in the lot unless otherwise approved by the DMMHA. Vehicles must be registered with the Senior Housing Case Manager and have a parking permit issued and displayed in the vehicle in a location visible from the exterior of the vehicle.

4. Changing oil and other repair work on vehicles, trailers and boats is not permitted on the premises.

5. 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.

6. Owners of vehicles that leak oil or other substances will be required to pay the cost of parking lot clean-up or repair.

7. Trucks, trailers, buses or boats may be parked only with prior written permission from the DMMHA. (Single family units only).

8. Any vehicle illegally parked on Agency property will be towed away at the owner’s expense.

9. Vehicles may not be parked or driven on the lawn at any time.

10. DMMHA parking lots are to be used by tenants only and should not be used by tenant guests.

11. Tenants or their guests shall not park in areas designated as “no parking or fire lanes”.

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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 Municipal DMMHA - Public Housing Program

Staff Printed Name: ________________________________

Staff Signature: ________________________________