

**DENVER HOUSING AUTHORITY
RULES OF OCCUPANCY
DISPERSED AND ROW TYPE DEVELOPMENTS**

THE FOLLOWING RULES OF OCCUPANCY HAVE BEEN ESTABLISHED BY THE HOUSING AUTHORITY. FAILURE TO COMPLY WITH SAID RULES OF OCCUPANCY MAY, AT THE DISCRETION OF THE HOUSING AUTHORITY, BE GROUNDS FOR TERMINATION OF THE LEASE. RULES OF OCCUPANCY ARE HEREBY MADE A PART OF THE STANDARDS TO BE USED IN DETERMINING ELIGIBILITY OR CONTINUATION OF OCCUPANCY. THE HOUSING AUTHORITY RESERVES THE RIGHT TO MODIFY THESE RULES OF OCCUPANCY, FROM TIME TO TIME, AS IT DEEMS NECESSARY.

1. ALL DAMAGES TO THE UNIT ARE THE RESPONSIBILITY OF THE HEAD OF HOUSEHOLD/CO-RESIDENT. THE ONLY EXCEPTIONS ARE DAMAGES CAUSED BY:
 - A. ACTS OF NATURE
 - B. DAMAGES CAUSED BY OTHER CURRENT RESIDENTS. A SIGNED STATEMENT OF THE INCIDENT MUST BE SUBMITTED, NAMING THE RESIDENT AND, IF APPLICABLE, A POLICE REPORT.
2. THE HOUSING AUTHORITY IS RESPONSIBLE FOR THE COST OF MAINTAINING ONE (1) OPERATIONAL PHONE JACK IN THE DWELLING UNIT. THE RESIDENT MUST NOTIFY THE HOUSING AUTHORITY OF THE NEED FOR ANY PHONE JACK REPAIR/INSTALLATION IN THE DWELLING UNIT, AND **MUST** USE THE HOUSING AUTHORITY'S APPROVED VENDOR TO COMPLETE THE WORK. IF THE RESIDENT USES ANYONE OTHER THAN THE HOUSING AUTHORITY'S APPROVED VENDOR FOR ANY PHONE JACK REPAIR/INSTALLATION WORK, ANY RESULTING CHARGES SHALL BE THE SOLE RESPONSIBILITY OF RESIDENT.
3. NO DWELLING UNIT LOCK(S) WILL BE CHANGED, ALTERED, REMOVED OR ADDED. ANY CHANGES ALTERATIONS, REMOVALS, OR ADDITIONS WILL RESULT IN A MAINTENANCE CHARGE TO THE RESIDENT AND IMMEDIATE CORRECTION BY THE HOUSING AUTHORITY, WITHOUT NOTICE TO THE RESIDENT.
4. LAWNS WILL BE MAINTAINED AT 3 1/2" IN HEIGHT OR MOWED EVERY TEN (10) DAYS, WHICHEVER OCCURS FIRST. LAWNS WILL BE WATERED AS OFTEN AS NECESSARY DURING THE GROWING SEASON TO ENSURE THAT THE GRASS DOES NOT DIE. THE HOUSING AUTHORITY RECOMMENDS RESIDENTS FOLLOW THE WATERING DAY SCHEDULE SET BY THE DENVER WATER DEPARTMENT. LAWNS MUST BE KEPT NEAT AND FREE OF GRASS CLIPPINGS, LEAVES AND DEBRIS.
5. ICE AND SNOW MUST BE REMOVED FROM ALL SIDEWALKS WITHIN 24 HOURS OF THE END OF THE SNOWFALL. RESIDENTS OF ROW TYPE DEVELOPMENTS ARE RESPONSIBLE FOR THE SIDEWALK(S) LEADING TO AND FROM THEIR UNIT. DISPERSED RESIDENTS ARE RESPONSIBLE FOR ALL SIDEWALKS IMMEDIATELY ADJACENT TO THE PROPERTY ON WHICH THEIR UNIT IS LOCATED, AS WELL AS ANY DRIVEWAY(S), AS APPLICABLE. RESIDENT WILL RECEIVE A WARNING FOR THE FIRST VIOLATION OF THIS RULE. ALL SUBSEQUENT VIOLATIONS WILL RESULT IN A \$25.00 MAINTENANCE CHARGE TO THE TENANT.
6. NO ANTENNA OR COAXIAL CABLE OF ANY TYPE SHALL BE INSTALLED ON THE BUILDINGS NOR HUNG FROM THE WINDOWS WITHOUT THE WRITTEN APPROVAL OF THE HOUSING AUTHORITY. SATELLITE DISHES ARE NOT PERMITTED ON THE ROOF OF ANY STRUCTURE.
7. THE PLUMBING, ELECTRICAL OR GAS BURNING EQUIPMENT SHALL NOT BE USED FOR ANY PURPOSES OTHER THAN THOSE FOR WHICH THE EQUIPMENT IS INTENDED.
8. RESIDENTS OF ROW TYPE DEVELOPMENTS SHALL BE RESPONSIBLE FOR PLACING GARBAGE IN A DESIGNATED CONTAINER FOR COLLECTION ON THE APPROPRIATE DATE AT LEAST ONCE A WEEK. DISPERSED RESIDENTS WHO MAY NOT HAVE A DESIGNATED CONTAINER FOR TRASH ARE RESPONSIBLE FOR PLACING GARBAGE ON THE STREET FOR COLLECTION ON THE APPROPRIATE DAY EACH WEEK. DISPERSED RESIDENTS MUST HAVE A TRASH/GARBAGE CONTAINER WITH A LID TO ENSURE THAT TRASH IS NOT LITTERED IN THE STREET. TRASH AND RUBBISH SHALL NOT BE BURNED AT ANYTIME.

9. THE HOUSING AUTHORITY SHALL NOT BE RESPONSIBLE FOR ANY ARTICLES OR ANY PERSONAL PROPERTY, INCLUDING BUT NOT LIMITED TO MAIL, EVEN IF LEFT WITH ANY HOUSING AUTHORITY EMPLOYEE. THE HOUSING AUTHORITY IS NOT RESPONSIBLE FOR ANY DAMAGE TO PERSONAL PROPERTY OF THE RESIDENT.
10. ANY MARKING, PAINTING OR APPLICATION OF ANY PIGMENTED SUBSTANCE ON ANY BUILDING OR PROPERTY OWNED OR MANAGED BY THE HOUSING AUTHORITY THAT IS DEEMED GRAFFITI WILL BE REMOVED AND THE COST FOR LABOR AND MATERIALS FOR REMOVAL WILL BE THE RESPONSIBILITY OF THE PERSON/PERSONS RESPONSIBLE.
11. ONLY PATIO/LAWN TYPE FURNITURE DESIGNED FOR OUTDOORS MAY BE LEFT OUTSIDE OF THE DWELLING UNIT. BARBEQUES MUST BE IN GOOD REPAIR AND KEPT AT REAR OF UNIT. SOFAS AND KITCHEN CHAIRS ARE NOT CONSIDERED PATIO FURNITURE.
12. AUTOMOBILES/MOTORCYCLES/TRUCKS THAT ARE INOPERABLE OR UNREGISTERED SHALL NOT BE KEPT ON THE PROPERTY AT ANY TIME. A MAXIMUM OF TWO (2) VEHICLES PER UNIT IS ALLOWED ON HOUSING AUTHORITY PROPERTY. ADDITIONAL VEHICLES MUST BE PARKED ON THE STREET. VEHICLES ARE NOT ALLOWED ON THE LAWN.
13. THE HOUSING AUTHORITY WILL HAVE THE RIGHT TO INSTITUTE A WORK ORDER FOR TORN SCREENS, CRACKED GLASS, OR ANY OTHER EXTERIOR MAINTENANCE ITEM THAT DETRACTS FROM THE PHYSICAL APPEARANCE OF THE DWELLING UNIT. WORK ITEMS THAT ARE NOT THE RESULT OF NORMAL WEAR AND TEAR WILL BE CHARGED TO THE RESIDENT.
14. THE RESIDENT SHALL NOT DISPLAY SIGNS OR ANY OTHER ITEMS FROM THE WINDOWS, DOORS, INTERIOR OR EXTERIOR OF THE DWELLING UNIT SO AS TO BE VISIBLE FROM OUTSIDE THE DWELLING UNIT.
15. THE HOUSING AUTHORITY WILL PERFORM VARIOUS TYPES OF INSPECTIONS.
 - A. A MOVE-IN INSPECTION WILL BE COMPLETED ON THE SAME WORKING DAY AS THE LEASE SIGNING. THE RESIDENT AND THE MANAGER WILL SIGN THE INSPECTION FORM.
 - B. PERIODIC HOUSEKEEPING INSPECTIONS WILL OCCUR. NOTICE OF THE INSPECTION WILL BE GIVEN PER THE LEASE AGREEMENT. IT IS PREFERRED THAT THE RESIDENT BE PRESENT DURING THE INPSECTION BUT IS NOT REQUIRED.
 - C. PERIODIC PREVENTIVE MAINTENANCE INSPECTIONS. NOTICE OF THE INSPECTION WILL BE GIVEN PER THE LEASE AGREEMENT. IT IS PREFERRED THAT THE RESIDENT BE PRESENT DURING THE INSPECTION, BUT IS NOT REQUIRED.
 - D. A MOVE-OUT INSPECTION WILL BE CONDUCTED PRIOR TO THE LAST DAY OF OCCUPANCY. THE RESIDENT AND THE MANAGER WILL SIGN THE MOVE-OUT INSPECTION FORM. IT IS THE RESPONSIBILITY OF THE RESIDENT TO CONTACT THE MANAGER PRIOR TO THE LAST DAY OF OCCUPANCY TO SCHEDULE THE MOVE-OUT INSPECTION. SHOULD A RESIDENT FAIL TO SCHEDULE A MOVE-OUT INSPECTION, OR FAIL TO APPEAR FOR A SCHEDULED MOVE-OUT INSPECTION, THEN THAT RESIDENT SHALL HAVE AUTOMATICALLY WAIVED ALL RIGHTS TO APPEAL ANY MOVE-OUT CHARGES. THE RESIDENT'S PRESENCE AT THE MOVE-OUT INSPECTION IS TO ENSURE THAT THE RESIDENT UNDERSTANDS ANY MAINTENANCE CHARGES THAT MAY BE ASSESSED TO THE RESIDENT'S ACCOUNT.
16. TOOLS THAT ARE DESIGNATED TO BE LOANED TO RESIDENTS WILL HAVE A 24-HOUR CHECK OUT TIME LIMIT. TOOLS KEPT BEYOND THAT LIMIT WILL BE CONSIDERED LATE. A LATE CHARGE, AS PROVIDED IN THE LIST OF STANDARD RESIDENT CHARGES, WILL BE ASSESSED DAILY UNTIL THE TOOLS ARE RETUREND. (APPLIES TO ROW-TYPE DEVELOPMENTS ONLY)
17. EACH RESIDENT SHALL BE RESPONSIBLE FOR THE CONTROL, CARE AND BEHAVIOR OF THE MEMBERS OF THE HOUSEHOLD, GUESTS AND VISITORS WHILE ON HOUSING AUTHORITY PREMISES.

18. RESIDENTS SHALL NOT ALTER OR CHANGE THE BUILDING'S OR DWELLING UNIT'S APPEARANCE WITHOUT THE PRIOR WRITTEN PERMISSION OF THE HOUSING AUTHORITY.
19. RESIDENTS MAY NOT KEEP ANY DOGS, CATS, RABBITS, FOWL OR OTHER ANIMALS ON THE PREMISES AT ANY TIME, WHICH HAVE NOT BEEN APPROVED AS AN ASSISTANCE ANIMAL (IN ACCORDANCE WITH THE ASSISTANCE ANIMAL POLICY) OR FAMILY PET (IN ACCORDANCE WITH THE FAMILY HOUSING PET POLICY). **THIS RULE DOES NOT APPLY TO VISITORS TO THE DEVELOPMENT WHO UTILIZE ASSISTANCE ANIMALS.**
20. THE RESIDENT SHALL NOT CONDUCT OR PERMIT LOUD PARTIES OR NOISY ACTIVITIES ON THE PROPERTY OR IN THE DWELLING UNIT, WHICH WOULD DISTURB THE PEACEFUL ENJOYMENT OF OTHER TENANTS OR NEIGHBORS IN THE SURROUNDING COMMUNITY.
21. GASOLINE, SOLVENTS, OR FLAMMABLE MATERIALS OF ANY KIND SHALL NOT BE KEPT OR STORED INSIDE THE DWELLING UNIT.

NON SMOKING AGREEMENT

RESIDENT, MEMBERS OF THE HOUSEHOLD, AND GUESTS SHALL NOT SMOKE IN THE DWELLING UNIT OR IN ANY COMMON AREAS OF THE BUILDING, INCLUDING LAUNDRY FACILITY, FITNESS CENTER, LOUNGE, AND CLUBHOUSE BUILDINGS, ETC.

RESIDENT, MEMBERS OF THE HOUSEHOLD, AND GUESTS SHALL NOT SMOKE IN ANY OTHER MANNER WHICH VIOLATES THE COLORADO CLEAN INDOOR ACT, C.R.S. §25-14-201 *ET SEQ.*

RESIDENT, MEMBERS OF THE HOUSEHOLD MAY SMOKE CIGARETTES, PIPES, CIGARS, E-CIGARETTES, OR ANY OTHER **TOBACCO** PRODUCT OUTSIDE ONLY, NO CLOSER THAN 15 FEET OF THE BUILDING(S), BUILDING(S) ENTRANCES AND BUILDING(S) EXITS.

RESIDENT, MEMBERS OF THE HOUSEHOLD AND GUESTS MUST DISPOSE OF CIGARETTE BUTTS OR THE LIKE IN THE PROPER MANNER, AND WILL NOT LITTER.

RESIDENT, MEMBERS OF THE HOUSEHOLD AND GUESTS WILL NOT SMOKE ANYWHERE ON THE PROPERTY WHILE USING OXYGEN. SMOKING WITH OXYGEN CREATES A THREAT TO THE HEALTH AND SAFETY OF OTHER RESIDENTS AND THE PROPERTY, AND IS CONSIDERED A SERIOUS VIOLATION OF YOUR LEASE.

SMOKING IS ALLOWED ONLY IN EXTERIOR DESIGNATED SMOKING AREAS AND/OR SHELTERS. RESIDENTS ARE RESPONSIBLE FOR ALL DAMAGES CAUSED BY CARELESS SMOKING.

RESIDENT, MEMBERS OF THE HOUSEHOLD, AND GUESTS SHALL COMPLY WITH THE HOUSING AUTHORITY OF THE CITY AND COUNTY OF DENVER'S ("DHA") NON-SMOKING HOUSING POLICY.

MARIJUANA ACKNOWLEDGEMENT

RESIDENT ACKNOWLEDGES THAT THE POSSESSION, CONSUMPTION, USE, DISPLAY, TRANSFER, DISTRIBUTION, SALE, TRANSPORTATION, OR GROWING OF MARIJUANA ON ANY HOUSING AUTHORITY PROPERTY IS A LEASE VIOLATION AND MAY SUBJECT RESIDENT(S) TO EVICTION.

RESIDENT(S) WILL ENSURE THAT RESIDENT, MEMBERS OF THE HOUSEHOLD, AND GUESTS WILL COMPLY WITH THE RULES OF OCCUPANCY.

ONE OR MORE VIOLATIONS OF THESE RULES OF OCCUPANCY CONSTITUTES A SERIOUS VIOLATION OF THE LEASE AND SHALL BE CONSIDERED A MATERIAL NONCOMPLIANCE WITH THE RESIDENT'S LEASE. ANY SUCH VIOLATION IS GROUNDS FOR TERMINATION OF TENANCY FROM THE DWELLING UNIT.

I HAVE READ, UNDERSTAND AND AGREE TO THE ABOVE RULES OF OCCUPANCY AND CERTIFY BY MY/OUR SIGNATURE(S) BELOW THAT I/WE HAVE RECEIVED A COPY OF THESE RULES.

SIGNATURE OF RESIDENT **DATE**

SIGNATURE OF RESIDENT **DATE**

SIGNATURE OF MANAGER **DATE**

THACCD #350-A (Rev. 6/15)