

## HOUSE RULES

### THE FOLLOWING RULES CONSTITUTE A PART OF THE RENTAL AGREEMENT BETWEEN THE UNDERSIGNED AUTHORITY AND TENANT

1. **Tenant:** *"TENANT" SHALL MEAN THE TENANT HIMSELF OR HERSELF, ANY MEMBER OF THE HOUSEHOLD, GUEST(S), INVITEE(S), AND/OR ANY OTHER PERSON(S) WHO IS, OR CAN REASONABLY BE EXPECTED TO BE, UNDER TENANT'S CONTROL.*
2. **Maintenance:**
  - a. **Damage or Injury.** TENANT shall immediately notify the Housing Authority of the City of Alameda ("Authority") of any and all needed repairs and of known conditions that may lead to damage or injury, in writing and submit it to 701 Atlantic Avenue, Alameda, CA 94501.
  - b. **Emergency** (e.g., flood, fire or roof leak). TENANT shall report the problem in the quickest manner possible, typically by calling 510-747-4317, between 8:00 a.m. and 4:30 p.m. Monday through Friday. For after-hours maintenance emergencies, TENANT shall call 747-4300 (touch 2, then touch 9) to leave a message including TENANT name, phone number and the nature of the emergency and a maintenance worker shall respond.
  - c. **Ordinary Wear and Tear.** TENANT is not charged for repairs or adjustments unless caused by neglect or misuse.
3. **Conduct:**
  - a. **In General.** TENANT shall act in a cooperative manner with neighbors and representatives of Authority. All activities and conduct of TENANT, family members and/or guests, in and around the premises and common areas must be reasonable at all times and not interfere with the peace, comfort and enjoyment of other persons on or about the premises. TENANT, and all other tenants of the complex, shall be entitled to quiet enjoyment of the premises. TENANT shall not annoy, harass, inconvenience, or interfere with the quiet enjoyment, and peace and quiet, of any other persons on or about the premises and/or on or about adjoining properties. TENANT shall not engage in profane, obscene, loud, or boisterous language, or unseemly behavior.
  - b. **Noise.** Musical instruments, radios, televisions, stereos, and/or any other source of amplified sound shall be played at a volume that shall not disturb or annoy other persons on or about the premises and/or on or about adjoining properties. **TENANT shall pay particular attention to limiting noise between the hours of 10:00 p.m. and 8:00 a.m.**
  - c. **Criminal Activities.** TENANT shall not use the unit for unlawful purposes, or engage in or permit criminal activities including violent and/or drug-related activities, in the unit, in the common areas, or on the complex grounds. TENANT shall not violate any law or ordinance, including laws prohibiting violence and/or the use, possession or sale of illegal drugs, in the unit, the common areas, or on the complex grounds.
  - d. **Minor Children.** TENANT, or other responsible adult on the premises, shall adequately supervise TENANT's minor children and minor guests at all times. The playing of football, baseball or any other active game on the lawns, other planted areas, or in the parking areas is prohibited.
  - e. **Possession of Firearms:**

TENANTS who have a California firearm license may carry their firearms directly to and from their units and vehicles provided that they carry firearms in a locked container, meaning one that utilizes a key, combination lock or other similar locking device. Under no circumstances is a TENANT, any member of the household, a guest, or another person under tenant's control permitted to wear a holster or concealed firearm while on Authority property, nor are any weapons as defined in California Penal Code Section 12020, allowed in common areas. All firearms owned by tenants must be stored in tenant's unit and not in their vehicles or any other location on Authority property. Violation of this section by a tenant, any member of the tenant's household, or any guest or any other person under the tenant's control shall be cause for termination of the tenancy.

#### **4. Parking/Vehicles:**

- a. **Parking.** TENANT shall not park vehicles in unauthorized areas. TENANT shall inform guests where to park. Authority may cause vehicles in unauthorized areas to be towed at TENANT's expense.
- b. **Work on Vehicles.** TENANT shall not repair and/or wash vehicles anywhere on the premises. No tenant shall undertake vehicle repair on abutting premises which may either 1) create an eyesore in the community, 2) be incompatible with authorized land use regulations or legal restrictions on the use of public streets, or 3) where exhaust, fumes, water runoff, and/or toxic debris may pose a potential hazard to Housing Authority property, tenants or personnel.
- c. **Abandoned/Inoperable Vehicles.** TENANT shall not keep vehicles on the premises which are not operable and/or which lack current registration. Abandoned or inoperable vehicles may be towed away at TENANT'S expense.

#### **5. Tenant Exterior and Outdoor Common Areas:**

- a. Where patios, balconies, or individual yard space is provided, the TENANT shall be responsible for maintaining the area including cutting of grass and trimming of bushes, shrubs and other plants.

Tenants are required to maintain their entryways, patios, balconies and backyards in a neat and attractive condition, free from clutter and unsightly items. Tenants may not store refrigerators, freezers, storage boxes, car batteries, tires, inoperable motorcycles, or any combustible items on entryways, patios, balconies or in backyards. Tenants are prohibited from placing excessive weight on balconies (e.g., large appliances, motorcycle and auto parts).

Tenants must not restrict access or egress to the patio, balcony or backyard. Some units have utility boxes including gas and electric meters located in their backyards, and these areas must remain accessible. The utility companies have the right to enter the backyard for any work-related reason. Tenants may not plant trees or large bushes. Tenants should also use caution when planting rose bushes and any plants that have thorns.

Astroturf and carpets must not be installed on decks, wood or concrete, because this can cause mildew and dry rot problems. Tenants are also prohibited from using nails or screws on the exterior siding, as this can cause water intrusion, which also results in damage. Potted plants must have a receptacle underneath to catch water to prevent water intrusion and damage to the building structure.

**Portable swimming pools and inflatable jumpers are prohibited and not allowed on Housing Authority property. The installation of swimming pools of any kind is prohibited.**

Management reserves the right to ask Tenant to remove any items from public display from his/her balcony or backyard that detracts from the appearance of the property.

- b. **Posting of Notices:** There are instances where tenants may want to post notices or decorations on Authority property. Tenants are encouraged to post notices of meetings and events in the community that may be of interest to other residents. Notices that are posted longer than two weeks or for past events will be taken down. All notices, postings or decorations must be in good taste and must not be demeaning or offensive to any group. All residents must request approval from the Housing Manager before posting any notice or decoration on Authority property. The Housing Manager's decision to post or not to post a notice or decoration may be appealed to the Executive Director.
- c. **Items in Public View.** Authority may cause TENANT to remove any item from public display that detracts from the appearance of the premises. TENANT shall not display any items or decorations which are not in good taste and/or which are demeaning or offensive to any group. Prior to display, TENANT shall obtain approval from the

Housing Manager. The Housing Manager's decision to post or not to post a notice may be appealed to the Executive Director.

- d. **Garbage and Trash:** TENANT must dispose of all garbage, rubbish, and other waste from the dwelling unit in a sanitary and safe manner only in containers approved or provided by the Authority. Tenant must also refrain from, and cause other members of Tenant's household or guests to refrain from, littering or leaving trash or debris, in common areas. Tenant shall place all garbage, particularly food waste and other organic material, into a plastic bag; secure the opening of the bag with a knot or tie; place the bag in the trash unit collection containers; and close the lid after each use. Tenant shall place no hazardous, toxic, poisonous or other such materials into or near the solid waste or recycling collections containers; these materials include, but are not limited to, paint, paint thinners, varnish, chemicals, automotive products, car batteries, pesticides, insecticides, cleaning agents and any material originally packaged in a container marked **WARNING, POISON, HAZARDOUS, or CAUSTIC**. TENANT must dispose of such household hazardous waste by calling Alameda County at (510) 670-6460. TENANT is also prohibited from putting common batteries, electronic devices and fluorescent light bulbs in the trash. It is illegal to dispose of hazardous waste in garbage which eventually ends up in a landfill.

6. **Alterations:**

- a. **Walls.** TENANT shall not paint, stain, paper, or make other alterations without prior written permission of the Authority. If a TENANT wishes to hang pictures, posters, lamps or hanging plants, etc., TENANT shall use methods that avoid excessive damage to the unit.
- b. **Locks.** TENANT shall lock all exterior doors during TENANT's absence. TENANT shall not alter, replace or re-key any existing locks to the premises. AUTHORITY shall retain a passkey(s) to all doors for emergency purposes.

7. **Housekeeping Standards:** In an effort to improve the livability and conditions of the apartments owned and managed by the Authority, uniform Standards for tenant housekeeping have been developed.

- a. **Authority Responsibility.** Authority shall apply the following Standards fairly and uniformly to TENANT and to all tenants. Authority shall inspect each unit at least annually to determine compliance with these standards. Upon completion of an inspection, Authority shall notify TENANT in writing of any failure to comply with the Standards. Authority shall advise TENANT of the specific correction(s) required to establish compliance. Within a reasonable period, Authority shall schedule a second inspection. Failure of a second inspection shall constitute a violation of the rental agreement terms. Additional information shall be available to any TENANT requesting or needing assistance in complying with the Housekeeping Standards.
- b. **TENANT Responsibility.** TENANT shall abide by the Standards set forth below. **Any failure to abide by the Housekeeping Standards that result in the creation of a threat to health or safety is a violation of the rental agreement and can result in eviction.**
- c. **Housekeeping Standards.**
- i. **General:**
1. Walls shall be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
  2. Floors shall be clean, clear, dry and free of hazards.
  3. Ceilings shall be clean and free of cobwebs.
  4. Windows shall be clean and shall not be nailed shut. Drapes, shades or blinds shall be intact.
  5. Doors shall be clean, free of grease and fingerprints. Doorstops shall be used.
  6. Heating units, including electric space heaters, shall be dusted and access uncluttered. TENANT also agrees to abide by any local ordinance or House Rules restricting or prohibiting the use of space heaters in multi-Units.
  7. Trash shall be disposed of properly and not left in the unit.
  8. Lavatories, sinks, toilets and all water and plumbing apparatus shall be used only for the purpose for which they were constructed. Sweepings,

rubbish, ashes, grease or other foreign substances shall not be thrown therein. Any damage to such apparatus and the cost of clearing plumbing resulting from misuse shall be the sole responsibility of and shall be done by TENANT.

9. Entire unit shall be free of rodent and insect infestation.

**ii. Kitchen:**

1. Stove shall be clean and free of food and grease.
2. Refrigerator shall be clean. Freezer door shall close properly and freezer shall have no more than one inch of ice. Freezer shall not be over-packed so that sufficient room is allowed for air circulation.
3. Cabinets shall be clean and neat. Cabinet surfaces and countertop shall be free of grease and spilled food. Cabinets shall not be overloaded. Storage under the sink shall be limited to small or lightweight items to permit access for repairs.
4. Exhaust Fan shall be free of grease and dust.
5. Sink shall be clean, free of grease and garbage. Dirty dishes shall be washed and put away in a timely manner.
6. Food storage areas shall be neat and clean without spilled food.
7. Trash/garbage shall be stored in a covered container until removed to the collection containers.
8. Cooking oils or grease shall not be disposed of down the kitchen drain.
9. Garbage disposal, if any, shall be used only in accordance with the disposal instructions.

**iii. Bathroom:**

1. Toilet and tank shall be clean and odor free.
2. Tub and shower shall be clean and free of *excessive* mildew and mold.
3. Basin shall be clean.
4. Exhaust Fan shall be free of dust.
5. Floor shall be clean and dry.

**iv. Storage Areas:**

1. Linen closet shall be neat and clean.
2. Other closets shall be neat and clean. No flammable materials shall be stored in the unit.
3. Other storage areas shall be clean, neat and free of hazards.

**v. Other Housekeeping Standards:**

1. Yards, patios and balconies shall be free of debris and trash. Exterior and Interior walls and fences shall be free of graffiti.
2. Entryways shall be clean and free of hazards.
3. Steps shall be clean and free of hazards.
4. Parking lot shall be free of abandoned cars. There shall be no car repairs performed in the lots.

**8. Windows:** No Venetian blinds, awnings, shades, curtains or drapes shall be installed on windows without prior written permission of the Authority. TENANT shall close all windows and doors when necessary to avoid possible damage from rain and other elements, and shall be responsible for all damage resulting from failure to do so.

**9. Waterbeds:** Waterbeds and/or other water-filled furniture items are not allowed except as provided by law.

**10. Smoke Detectors.** The unit is supplied with smoke detection device(s) in proper working order at the time TENANT takes possession. TENANT shall regularly test the detector(s) to ensure that the device(s) is operable. The TENANT shall inform the Authority immediately of any defects, malfunction or failure of the smoke detector(s). **TENANT shall not tamper with or disconnect any smoke alarm provided on the premises. If Authority finds that the smoke detectors have been disconnected or have dead batteries, TENANT shall receive one warning letter. Additional violations can result in termination of the rental agreement.**

**11. Light Bulbs.** The unit is furnished with light bulbs at the time the TENANT takes possession. TENANT shall replace light bulbs as they burn out.

**12. Storage.** TENANT shall not leave bicycles, play equipment and/or other personal effects in the passageways, sidewalks, or common areas. TENANT shall not place clothing, curtains, rugs, mops, and/or other items in, on or from any windows, doors, railings or balconies. Authority has the right to remove combustible material from the premises or any storage area.

**13. Signs, Antennas and Satellite Dishes:** TENANT shall not install any sign, signal, advertisement, television or radio antenna to any part of the premises that can be seen by the public. TENANT shall obtain prior approval to install any satellite dish which must be in accordance with Authority's Satellite Dish Policy.

**14. Pets:** TENANT shall comply with the Authority Pet Policy, unless the animal(s) are subject to the Assistive Animal Agreement (which will supercede Pet Policy), and, if pets are allowed, shall pay an additional security deposit. Visitors are not allowed to bring a pet to the complex unless it is an assistive animal(s).

**15. Laundry:** The laundry room, if any, is to be used only by TENANT and only during the hours posted. TENANT shall only use the laundry room and its facilities for washing and drying of the appropriate clothing and washable household items. TENANT shall remove lint from dryers after each use.

**16. Termination for Criminal Activity:** The TENANT, any member of the TENANT's household, family member, guest or any other person under the TENANT's control shall not engage in criminal activity, including violent or drug-related criminal activity, on or near the premises, and such criminal activity shall be the cause for termination of tenancy.

**17. Anne B. Diament Plaza, Independence Plaza and China Clipper (only):**  
*TENANT shall not smoke in Common Areas including but not limited to: Main Lobby, Recreation Rooms, Hallways, Stairwells, Elevators, and Lobby Restrooms.*

I understand that a violation of these House Rules constitutes a material breach of the Lease and shall be considered good cause for eviction or non-renewal of the Lease. I have read these rules and agree to abide by them.

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TENANT

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