

# NSY Portsmouth Lease

## ATTACHMENT A

### RESIDENT RULES AND REGULATIONS

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## **Introduction**

This addendum to the Lease sets forth the Rules and Regulations for Residents, occupants, visitors, and guests.

## **Section 1. Fees/Returned Payment Policy**

### **1.1 Collection of Rents and Other Receipts**

The Resident will pay the amount of Rent specified in the Lease. Rents will be collected by payment as described in the Lease.

- For military members: The rent will be equal to the Basic Allowance for Housing (BAH) and will be adjusted effective the dates that changes occur or when the Resident has a change in pay grade. It is the Resident's responsibility to notify the Community Management Office of any changes in pay grade within five (5) days of the effective date of change.

Residents will be charged a fee of \$10.00 plus current bank charges for any payment returned for any reason. Returned payments must be made good within ten (10) days following notification by the Community Management Office. Payment for a returned payment will be considered delinquent on the fifteenth (15<sup>th</sup>) day following notification, and eviction proceedings may be initiated.

### **1.2 Collection for Damages**

There is a charge for the cost of repairs, including labor and materials, for any damage caused to the home, lawn, garage, carport and/or driveway by the Resident and/or Occupants, guest(s) or invitee(s). All payments are due within thirty (30) days of the date the repair is completed.

### **1.3 Utilities**

The Rent will include utilities (water, sewer, gas/oil and electric) until such time as the Housing Unit has been metered for electricity and gas and a twelve (12) month period of usage has been established. The Rent will then be an amount equal to the Resident's BAH less a utilities allowance based on normal electricity usage and normal gas usage. This utilities allowance will be set aside by Landlord for payment of Resident's electric bill and gas bill. Landlord or Landlord's agent will notify Resident of the amount of Resident's usage on a monthly basis and bill Resident each quarter for any amount in excess of the normal usage. Water and sewer charges will continue to be paid by Landlord. All other utilities shall be paid by Resident.

## **Section 2. Occupancy Policies**

### **2.1 Change In Dependent Status - Military Members only**

If a Resident's dependent or marital status changes, or the Resident is discharged from military service, the Lease will be terminated on that day. Resident may request an extension to stay in housing. If such extension is granted, the Resident will be required to sign a new lease and will be responsible for paying "Market Rent" which rent shall not exceed the highest BAH established for the Premises as determined by the Community Management Office in conjunction with the Navy Family Housing Office.

### **2.2 Requests for Retention of Housing – Military Members only**

Under the following circumstances, Resident may request an exception to the occupancy policy for family members to remain in housing:

- Resident in receipt of Unaccompanied Permanent Change of Station (PCS) orders
- Resident in receipt of Overseas Accompanied Permanent Change of Station (PCS) Orders
- Resident in receipt of PCS orders with Temporary Additional Duty (TDY)
- Death of Active Duty Resident – as more particularly described in the Lease
- Retirement of a Sponsor

In the event of PCS or TDY orders, requests must be made by submitting a Request for Retention of Housing Form to the Community Manager, no less than thirty (30) days prior to the detachment. Any approvals will be contingent upon the Resident signing a Lease Addendum detailing the conditions of the policy request. A Request from Resident who has received notices or letters regarding incidents involving misconduct by Residents, Occupants, visitors or guests may not be approved.

## **Section 3. Vacating Procedures**

### **3.1 Move-Out Inspection**

**A minimum of thirty (30) days written notice must be provided to the Community Management Office in addition to any other required documentation as described in Section 5 of the Lease.**

Upon receipt of written notice, the Community Management Office will provide the Resident with written instructions on minimum standards of cleanliness and conditions that are required as of Lease termination.

Landlord strongly recommends that a pre-move out inspection be scheduled. Landlord reserves the right to require a pre-move out inspection. The purpose of this inspection is to make the Resident aware of any items that will not meet standards prior to moving. The Property Condition Report that was completed at move-in will be referenced for comparison purposes when performing this inspection. Charges will be assessed for any condition, order or repair that is not as a result of normal wear and tear. The Resident will be made aware of the amount of charges that will be assessed if the damages are not repaired.

In the event the Resident elects to have the Premises cleaned by a commercial cleaning service, the Resident has the option to contract the Landlord to perform the cleaning (payment in the form of a money order, credit card or debit card is due at time of move-out inspection).

An appointment for a move-out inspection must be scheduled no later than ten (10) working days prior to date of move-out. If there are damages to the Premises, the Resident may elect to pay for the damages by credit card or correct the deficiencies within 24 hours. A final inspection will be performed 24 hours after the move-out inspection. If damages are not corrected at that time, payment will be due immediately.

Any damage charges in excess of \$300 will be documented with photographs by a representative of the Community Management Office.

### **3.2 Unit Abandonment Policy**

The Premises will be considered abandoned when there is no reasonable evidence, over a thirty (30) day period (unless otherwise authorized), other than the presence of personal property, that the Premises is occupied. Failure to pay Rent may be considered evidence of abandonment if Resident has also failed to contact the Community Management Office regarding Resident's occupancy of the housing unit.

Abandonment of the Premises will terminate this Lease and the Landlord will re-let the unit. Property left in the Premises will be handled in accordance with applicable local and state laws and regulations. The Resident will be responsible for the cost of damages above and beyond normal wear and tear, and cleaning as Specified in Section 3.1 above.

### **3.3 Evictions**

The Community Management Office will always work with the Resident to resolve problems. Those who fail to comply with the terms of the Lease, these Resident Rules and Regulations and other addenda may be cited. Violations of a serious nature may lead to eviction from the Premises. Examples of violations of a serious nature include, but are not limited to, the following:

- Misuse, discharging or brandishing a weapon or irresponsible handling of a weapon
- Any activity determined to be illegal

- Non-payment of rent or cancellation of allotment
- Non-payment of adjudicated charges for damages
- Serious misconduct, including repeat minor offenses, involving the Resident, family member, or guest
- Inherently dangerous actions
- Domestic disturbances
- Felony convictions
- Misconduct that results in injury or property loss to a neighbor, or the government
- Criminal activity by any member of the household
- Spouse or child abuse

#### **Section 4. Community Policy Enforcement**

The Community Management Office will be responsible for enforcement of the terms of the Lease, these Resident Rules and Regulations and the other addenda to the Lease. When the Community Management Office becomes aware that the terms of the Lease are not being followed, the Community Manager will so advise the Resident.

Community policies enforcement is as follows:

- A Discrepancy Notice will be issued for minor violations, which may not require a Letter of Caution, Warning or Eviction. These types of violations require correction with two (2) days of receipt of the notice. Failure to do so will result in a formal letter of Caution, Warning or Eviction.
- A Letter of Caution will be issued for a Resident's first violation of any nature. Resident will have two (2) days from receipt of letter to correct the violation. Should Resident fail to correct the violation within two (2) days, a Letter of Warning will be issued.
- A Letter of Warning will be issued for a Resident's second violation of any nature. Resident will have two (2) days from receipt of letter to correct the violation. Should Resident fail to correct the violation within two (2) days, a Letter of Eviction may be issued to the Resident. A copy of this notice will be provided to the Navy Housing Office.
- A Letter of Termination will be issued for a Resident's third offense of any nature. Resident will be required to vacate the home in accordance with the terms of the Lease

and Maine law. The Navy Housing Office, Resident's Command and the Installation Commanding Office will be copied on all termination letters.

Based on the nature of the incident and any related documentation pertaining to Resident's occupancy of the Premises, the Community Manager will determine the appropriate Letter of Caution, Warning or Eviction to issue.

Blatant disregard for the Lease, these Resident Rules and Regulations, the Pet Addendum, Attachment "C", or the Resident Guide, Attachment "D," by any Resident, regardless of the number of warnings previously received, is grounds for the termination of the Lease.

## **Section 5. Residential Policies**

### **5.1 Resident Conduct**

The conduct of Resident, Occupants or any guests or invitees will only be in a manner that will not disturb any other Resident's peaceful enjoyment of the premise.

### **5.2 Commercial Enterprises Policy**

Commercial enterprises are permitted only with written permission from the Community Manager.

### **5.3 In-Home Child Care**

A Resident desiring to provide childcare in the Premises must receive approval from the Community Manager by submitting a request and proof of certification. However, due to liability exposure, all childcare providers are required to carry additional liability insurance for in-home day care and abide by the appropriate laws and regulations governing such enterprise. Direct all questions to the Community Management Office.

### **5.4 Weapons and Firearms**

#### **Registration**

Evidence of registration with the base and/or applicable State agency is required for pistols, revolvers, rifles, shotguns, and other types of small arm weapons maintained in the Premises. All applicable base regulations and/or state law(s) regarding firearms must be met. All firearms and other potential dangerous weapons must be stored out of children's access in a secure space.

The use of handguns, rifles, air rifles/pistols, bows and arrows, fishing spear guns, knives, bull whips, any life threatening objects and fireworks in the housing area is prohibited.

All firearms should be kept unloaded and in safe manner consistent with applicable base regulations and/or state law(s). Violations of the laws referenced or policy described in this section of the Resident Rules and Regulations will be grounds for Lease termination.

## **5.5 Pets**

Pets must be registered with the Landlord as per the Pet Addendum (Attachment "C").

## **Section 6. Unit Maintenance**

### **6.1 Housekeeping**

Resident is responsible for maintaining the Premises in safe and sanitary condition. The Resident is responsible for maintaining their front lawn and back yard within 50 feet of the Premises. Resident is also responsible for complying with all policies as detailed in the Resident Guide (Attachment "D").

### **6.2 Maintenance/Service Requests**

#### **6.2.1 Emergency Service Requests**

Emergencies will be handled immediately. Response during the Community Management Office hours will be within thirty (30) minutes and within sixty (60) minutes after hours.

Emergency situations consist of:

- Fire - immediately call 911
- Gas Leak
- Lack of electricity
- Roof leaks
- Lack of heat when outside temperature is below 50 degrees
- Lack of water
- Non-functioning toilet when only one exists in the home
- Locked out of home
- Flooding

- Broken pipes
- Any life safety or health concern
- Water flowing from grass or street areas (possible underground pipe break)
- Overflowing manhole (possible sewer back-ups)

Contact the Community Management Office immediately for assistance when any of these situations occur.

### **6.2.2 Urgent Service Requests**

Urgent service requests will be responded to within four hours.

Urgent service requests are those situations where a failure in services or facilities does not immediately endanger the Resident or threaten damage to the Premises, but would soon inconvenience the health and well-being of the Resident. Example: Refrigerator not working.

### **6.2.3 Routine Service Requests**

If a Resident requires routine maintenance, contact the Community Management Office by calling 207-439-5052 or complete the service request on-line via the website at [www.nsyportsmouthhomes.com](http://www.nsyportsmouthhomes.com). Routine service requests will be completed within forty-eight hours unless otherwise scheduled with the Resident.

## **6.3 Satellite and Antennas**

Residents must obtain written approval from the Community Management Office prior to installing satellite dishes or other attachments to the exterior of the Premises. The Community Management Office will provide satellite and antenna installation guidelines upon approval.