TENANT HANDBOOK

1235 34th Street
Missoula, Montana 59801
Phone: 406-549-4113
Fax: 406-549-6406
Email: info@missoulahousing.org

HOURS OF OPERATION:
Monday-Thursday: 8:00AM-5:00PM
Friday: By Appointment Only
Closed Holidays and Weekends

For Residents in Tax Credit and Affordable Properties
Welcome!

The Missoula Housing Authority (MHA) welcomes you to your new apartment. You are encouraged to introduce yourself to your new neighbors and explore the neighborhood.

Please read your lease agreement and all lease attachments. Take note of your responsibilities as a tenant. The information contained in this tenant handbook is designed to supplement your lease/rental agreement. Read this handbook carefully and keep it handy for easy reference. It contains important information about your apartment and answers to many common questions and concerns.

If you have additional questions, MHA is always happy to answer them and discuss your rental agreement further.

Sincerely,
Your Property Manager
At Missoula Housing Authority
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IMPORTANT PHONE NUMBERS

Emergency....................................................................................................................Dial 911
24 Hour Emergency Maintenance Line.................................................................406-207-5238
MHA Main Office.......................................................................................................406-549-4113
MHA Waitlist Coordinator.......................................................................................406-549-4113 ext. 113
Northwest Energy.....................................................................................................888-467-2669

ABOUT MHA

Vision
The Missoula Housing Authority envisions a thriving community in which all people enjoy an enriched quality of life rooted in stable, affordable housing.

Mission
Through creative partnerships and innovative development, the Missoula Housing Authority provides quality housing solutions for low and middle income households in Missoula and the surrounding area.
ABOUT YOUR APARTMENT

MEET THE STAFF
The Property Manager and Property Maintenance Technician work together within well-defined roles to successfully manage and maintain your homes, property grounds, and buildings.

PROPERTY MANAGER
Your Property Manager is responsible for the overall operation of your development, including the day-to-day management of the apartment’s buildings, and grounds. This person is responsible for day-to-day management duties. You probably met your Property Manager when you signed your lease and picked up your keys. In the months and years ahead, he or she almost always will serve as your contact for apartment rentals, inspections, interviewing, complaint resolution and rent/fee collection.

MAINTENANCE TECHNICIAN
Your Property Maintenance Technician works closely with the Property Manager. The Property Maintenance Technician has specific responsibility for the physical welfare of your development. Your Property Maintenance Technician see to it that apartments, grounds, and buildings are kept in good repair and that your development’s public spaces are kept clean, functioning, and attractive. Maintenance Technicians keep the development clean by cleaning the common areas, taking care of the lawns, shrubs, and trees, and are trained to make basic repairs in your apartment. From time to time, you will encounter other professionals — painters, plumbers, elevator mechanics, carpenter — as well as private contractors. It takes a lot of work to keep your development running properly, and we are proud of our maintenance and management staff. They, in turn, are proud to serve you.

YOUR FIRST LOOK — THE MOVE-IN INSPECTION
As a new resident, you are entitled to a pre-occupancy inspection of your new apartment, with your Housing Assistant or other property management representative, in order to identify items and conditions that may need repair and avoid future charges for them. Inspect your apartment as soon as you get the keys. Your apartment should be in good condition, but if you see anything that is missing or in need of repair, please notify the Property Management Office immediately. If you fail to report problems within a reasonable amount of time, you may be held responsible and face possible costs for the work required.
LOCKED OUT?
If you lose your apartment door key and are locked out of your apartment during regular business hours (8:00 a.m.-4:30 p.m.), call your property manager to create a work order. Once the work order is generated, THE LEASEHOLDER, with proper identification, must go to the Property Manager’s office to sign the work order. This provides staff with authorization to drill and change the lock, if necessary. There will be a minimum ½ hr. charge to the resident’s account for the new lock and keys and the Maintenance Technicians and/or Property Manager’s time.

If you are locked out after business hours (4:30 p.m.-8:30 a.m. and weekends), please contact a locksmith. Special accommodation may be made for disabled residents who are locked out after hours with a Reasonable Accommodation for Disability.

BUILDING ENTRANCES
Some of MHA’s building entrances have been equipped with security features such as locked front doors, intercoms, and/or security camera systems. As a resident, we ask that you assist with ensuring the security features are used properly, or that a malfunctioning unit is reported promptly. Do not hold a door open with a door stop or a similar device. Help us keep you and your neighbors safe: make sure that doors are closed properly and only known and authorized visitors are admitted into the building.

KEY FOB DOOR SYSTEMS
MHA has lobby entries at some apartment complexes with magnetic door locks. These locks do not require metal keys; you and other adult household members are provided with a small, round key fob. To release the magnetic lock, the key fob is placed in front of the black panel located next to the door. In these buildings, no metal keys will be issued to gain entry to the building.

If your family composition changes and a new member has been officially recognized on the Lease, you may request an additional key fob for the new household member. Should you or another household member lose a key fob, you must inform the Property Manager immediately. The process for obtaining a replacement key fob is the same as replacing a metal entrance key: You will be charged for the lost or stolen key fob and then issued a replacement. The lost or stolen key fob will be deactivated, rendering it useless for entry into the building.

INTERCOMS
Some of MHA’s buildings are equipped with entryway intercoms. Intercoms are a two-way communication system from the front entry of a building into individual apartments. Intercoms buzz directly into your unit and allow you to provide entry to YOUR authorized guests. Guests will not be issued key fobs. Only allow YOUR guests into the building. If someone is waiting to get into the building as you are entering or exiting, you should not allow people who are unknown to you into the building. If it is discovered that you have allowed someone into the building that is not YOUR guest, you could be held accountable for their actions once they are inside the building, and you may be issued a lease violation. As with the lobby doors, please advise the Property Manager if the intercom is malfunctioning.
APARTMENT DOOR LOCKS
The front door of your apartment has been equipped with a good lock. We permit no lock replacements. You may not repair or replace a lock without written permission from your Property Manager. You may make copies of your key at your discretion.

SELF-CLOSING FIRE DOORS
Some doors that open into a hallway, apartment, stairway, or other common passageway (whether enclosed or open) must be self-closing; that is, when opened and released, the door must swing shut and completely close and latch by itself. Self-closing fire doors help to prevent the spread of fire. Residents are prohibited from removing or disabling any self-closing door or permitting such a door to be held open by any device. There are no exceptions to this requirement. These doors will be inspected periodically to ensure that the door closes properly.

SMOKE DETECTORS
Montana state law requires that each apartment be equipped with a smoke detector. You are responsible for periodically inspecting and testing it to determine that it is in working order. If for some reason the smoke detector is not working, you should contact your Property Manager immediately. New batteries should be installed at least once a year. It will be easier to remember this task if you install them on a birthday, a holiday, or when you adjust your clocks forward or back in the spring and fall. Many battery-powered units “chirp” or give some other signal when their batteries need replacement. Residents are responsible for the purchase and installation of a new battery. Special accommodation for labor may be made for seniors and disabled residents who are unable to replace their own batteries, however residents will be charged for the battery(ies).

CARBON MONOXIDE DETECTORS
Carbon monoxide (CO) is a colorless, odorless, tasteless, and toxic gas that results from the incomplete combustion of fossil fuels such as gasoline, natural gas, and oil. Dangerous amounts of CO can accumulate when fuel is not burned properly or when rooms are poorly ventilated and the CO is unable to escape. The occupant of each apartment is responsible for the maintenance and repair of the detector(s) and for replacing any or all detectors that are stolen, removed, missing, or become inoperable during the occupancy of the apartment. Special accommodation for labor may be made for seniors and disabled residents who are unable to replace their own batteries, however residents will be charged for the battery(ies). If your CO detector goes off, stay calm. Once you determine that it is not your smoke alarm, you should silence the detector by pushing the reset/silence button, open windows, check on the rest of your household members (including pets), and call 911. NEVER USE YOUR STOVE FOR HEATING AS THIS CAN INCREASE THE RISK OF CO POISONING.

INSTALLATION OF TELEPHONES, CABLE AND INTERNET
Residents are responsible to make telephone, cable and internet provider arrangements directly with the provider of their choice. Some properties may have limitations on satellite dish provided services. Please check with your property manager.
ANTENNAS AND SATELLITE DISHES
MHA residents are prohibited from installing any television or other antenna attached to the outside of their apartment without prior written consent from the Property Manager. This includes any type of satellite dish antenna that might be attached to window frames, window guards, or the brickwork on the exterior of the building. Roof antennas are not permitted; however, a master TV antenna may be available at your apartment complex. Contact your Property Manager for details.

EXTERMINATOR SERVICE
If you experience any problem with mice, rodents, or bed bugs, you must call your Property Manager. If you need treatment for bed bugs, you will need to assist in treating the problem by following the infestation protocol that you will receive when you make a report of an infestation. You should never use any fogger-type aerosol bug sprays in the apartment. Please ensure you are keeping your unit clean. (For more information on bed bugs, see page)

WASHING MACHINES AND DRYERS
Washers and dryers are provided either in the unit or in a common laundry room at some MHA properties. Residents should take care to use these machines in a reasonable and safe manner. Residents should use low-suds/High Efficiency (HE) detergents, both for the efficient operation of the machines and to avoid soap backups into either your or your neighbor’s apartment, or onto the common laundry room floor. For common area laundry facilities, please clean out all washers and dryers after use. Make sure all of your laundry has been removed promptly. Do not use the washers for any pet beds or blankets with pet hair on them.

PLUMBING
Plumbing is not designed to handle garbage, food, coffee grounds, grease, feminine napkins or tampons, large amounts of toilet paper or paper towels, or toys. You will be charged for a service call if these items are clogging your drains. Please use a household plunger to attempt to dislodge any clogs before calling maintenance. DO NOT use Drano, Liquid Plumber, or other over the counter substances. If you are having problems with a slow running or plugged drain, call your Property Manager (AFTER YOU HAVE TRIED TO PLUNGE) to enter a work order. There is no charge unless the stoppage was caused by your negligence.

PARKING FACILITIES
Most Missoula Housing Authority developments have parking facilities on the property. Some properties are required to display a parking permit, which will be issued during your leasing appointment, in order to determine vehicles that are authorized to park on the property. Illegally parked vehicles on MHA properties can be tagged, or towed at the owners’ expense. MHA’s parking facilities are either reserved (the lot and space number are assigned to each renter) or non-reserved, where parking is available on a first-come, first-served basis. MHA is responsible for the maintenance of the parking facilities. For information on parking availability, fees, and the application process, you can contact your Property Manager. MHA will not assume any responsibility for any automobile parked on MHA property. The duplication or misuse of parking permits may lead to the revocation of the parking permit and/or termination of tenancy proceedings.
MAINTENANCE

ROUTINE MAINTENANCE NEEDS
All requests for routine maintenance should be made to your Property Manager during office hours by phone, email, or in person. When calling in a work order or leaving a message, list your full name, address including unit number, working phone number, and the specific location and nature of the problem. A voicemail should also include whether MHA has permission to enter. In the event you do not allow Maintenance Technicians to enter your apartment while you are not home, then you will need to schedule directly with the Property Manager. If you make an appointment with a Maintenance Technician and are not present, you will be charged $25.

EMERGENCY MAINTENANCE NEEDS
In the case of an emergency after business hours, you must call the emergency maintenance pager at: 406-207-5238.

If you do not reach the technician immediately, please leave a message if necessary, as the technician may be on another call. MHA requires that you list your full name, address including unit number, working phone number, and the specific location and nature of the problem. The technician will prioritize all calls, and respond accordingly.

You may not utilize the emergency phone for non-emergency work order requests. In the event it is reported that you have abused the emergency phone, you will be issued a lease violation, and may be charged for labor. For instance, problems installing cable would NOT be considered an emergency. Examples of emergencies are broken or frozen water pipes, no heat, no hot water, broken windows or a flooding unit.

If your maintenance emergency is life threatening, your health/safety is at risk, or your personal property is being vandalized, please call 911 for emergency services. MHA Maintenance & Management will not be able to immediately assist you in these emergency situations.

If you smell a gas leak, please leave the area immediately then call 911 AND Northwestern Energy’s emergency line at 1-888-467-2669 from a safe location.

MHA retains the right to enter any apartment to perform any essential work or to investigate any violation of rules. Unless there is an emergency such as a fire, gas, or water leak, we normally will enter your apartment only with your permission. In other words, you have MHA’s assurance that it will not abuse its right of entry. However, failure to provide staff with access can result in administrative action to terminate tenancy for breach of rules and regulations. Check your lease for a complete list of these rules and regulations. MHA also requires residents to provide access for inspections and may drill your locks or start a tenancy action if you fail to provide access for required apartment inspections.
FIRE PROCEEDURES

IN CASE OF FIRE IN YOUR UNIT

- EXITS MUST REMAIN CLEAR AT ALL TIMES! Exits must not be blocked for ANY reason. All doors and windows in common areas and in your apartment must remain accessible and functional AT ALL TIMES.
- In the event of a fire vacate the premises immediately, and call 911 from a safe location. If you can self-rescue, please do so. Disabled or elderly persons will need to seek areas of refuge as designated by the Property Manager and Fire Department.
- Do not use the elevator, use the nearest stairwell to leave the building
- Make sure everyone leaves your home with you
- Do not go back into the building for any reason until the fire marshal gives permission.

FIREextinguishers
If your unit has a fire extinguisher, familiarize yourself with its use. For most properties, the extinguishers are in the hallways. There is no charge to the resident if the extinguisher is used in an emergency, however you will be charged the cost of recharging the extinguisher if it is used for any reason other than an emergency. MHA will perform fire safety drills in accordance with Montana Fire Code.

POTENTIAL HAZARDS

HOUSEHOLD FIRE HAZARDS
Cooking and smoking cause most residential fires. So, in addition to keeping your stovetop clean, remember to keep flammable materials, such as potholders, towels, newspapers, and plastic bags, away from the stove. Do not leave the stove unattended when you are cooking. Never use water to put out grease fire; instead, cover the pot or pan with a lid to smother the fire. Never put metal objects into the microwave, as this may create a dangerous condition.

Always keep matches and lighters out of the reach of children. To avoid electrical fires in your apartment, replace all frayed, cracked, or broken electrical cords with new ones, and do not plug more than one large appliance into a single electrical outlet. Report all broken/damaged electrical outlets/receptacles.

Smoking is NOT permitted in any apartment at any time! You must be at least 25 feet from the building.
And remember… You may not store gasoline, propane, charcoal briquettes or any flammable materials inside your home or storage areas.
MOLD
Mold is a fungus that grows on, and sometimes in, damp surfaces and objects. In nature, mold helps break down dead material and can be found growing on soil, foods, plant matter, and other items. Mold produces microscopic cells called “spores,” which are very tiny and spread easily through the air. Live spores act like seeds, forming new mold growth (colonies) when they find the right conditions. Mold is most likely to grow where there is water or dampness, such as in bathrooms. Mold usually appears in its early stages as black circles or blotches. Most types of mold that are routinely encountered are not hazardous to healthy individuals. However, too much exposure to mold may cause existing conditions such as asthma, hay fever, or other allergies to get worse. Mold and Mildew are problems that are especially prevalent in high moisture areas. Missoula averages 14 inches of rain and is a dry climate. That said, mold and mildew spores are present in the environment and can’t be eliminated. Excess moisture is the leading cause of mold or mildew growth indoors. However, most sources of moisture can be controlled by simple procedures under your control. In order to reduce the incidence of mold and mildew, protect your own health and the condition of your unit, Resident agrees to do the following:

1. Keep the humidity low and the temperature down. Use your stove only for cooking, never for heating. Cover pots when cooking and run your exhaust vent hood fan.
2. Provide adequate ventilation and use fans. Make sure your bathroom fan is cleaned of any accumulated dust from the vent cover in order to improve circulation. Run the bathroom fan for 10-15 minutes after you shower or run a bath in order to remove excess moisture from the air.
3. Clean your apartment regularly and thoroughly.
4. Notify management immediately of excess moisture problems

Resident understands and agrees that failure to do any of the enumerated actions in this Addendum shall constitute both a material non-compliance with the rental agreement affecting health and serious violation of the Rental Agreement. Resident will be financially responsible for all damage resulting from failure to comply with this Addendum.

SAFETY
Many areas of this property may pose dangers to unattended children who may not be aware of the risks. The landlord and its agents cannot be responsible for watching and supervising children’s activities. Various state and federal laws prohibit the landlord from imposing rules and regulations which discriminate against children.

THEREFORE, PARENTS AND THOSE PERSONS HAVING CARE, CUSTODY OR CONTROL OF CHILDREN ARE RESPONSIBLE FOR THE SUPERVISION, SAFETY AND WELL-BEING OF THOSE CHILDREN.

Following are some areas that may pose special dangers to children. This list is not meant to cover all possible dangers that may be present.

WINDOWS:
- Screens must remain in place at all times!
- Window screens are meant to keep bugs out, They are not intended to support a person’s weight or prevent someone from falling from an open window.
• Keep furniture and other objects that are above the level of the window sill away from the window so they do not prevent exit in the event of a fire.
• Throwing objects out windows can cause injury or death to persons below.

USE OF APPLIANCES:
• stoves and ovens can cause burns if not properly used and attended. Please do not store any flammable materials in or on the stove and oven.
• Hot water heaters have a maximum limit in a rental unit that they cannot be set above. DO NOT attempt to reset your hot water heater.

PARKING LOTS & DRIVEWAYS:
• No riding bicycles/skateboards/roller skates/roller blades on sidewalks.
• People sometimes drive quickly so take precautions and be aware of your surroundings. Watch for children playing and people walking.
• Keep children from playing around vehicles in the parking lot.

DUMPSTERS OR TRASH/RECYCLING AREAS:
• Do not overload your trash to be too heavy.
• If you have something in your trash bag that may leak, please double bag it before taking it to the dumpster.
• Do not leave trash outside any doorway-take it straight to the dumpster.
• Trash in or around the dumpster may contain dangerous items such as broken glass, chemicals, or sharp objects. Large items dumped outside the dumpster or that don’t fit in the dumpster can fall, causing serious injury.
• Recycling areas are there for tenant convenience and to help recycle. If recycling is not used properly and kept neat and clean, the recycling may be discontinued.

WATER:
• Clean up any spills immediately to avoid damage to surfaces and to help avoid accidents to yourself and others.
• Use a bath mat outside your tub or shower area to help avoid accidents after bathing.
• Any place where water pools more than 1 inch deep poses the risk of drowning.

SNOW AND ICE:
• Spreading the ice melt MHA provides in the winter can help melt ice and snow.
• Wear snow boots/Yak Track type footwear or sensible shoes during winter.

BALCONIES, DECKS, SECOND STORY WALKWAYS:
• Never climb on or over railings.
• Throwing objects off of balconies decks or walkways can cause injury or death to persons below.
• Keep all stairways and walkways clear of debris or obstruction.
• Report all loose or damaged railings to property manager immediately.
• Only outdoor furniture, play equipment and potted flowers/plants that do not interfere with access to your unit or any walkway to your unit may be stored on patios.
• Seasonal decorations may be put up 3 weeks prior to the holiday and should be taken down within 2 weeks after the holiday.

PLAY AREAS:
• Small children should be supervised at all times. Older children should be monitored regularly.
• Play area hours are from dawn to dusk. Please be aware of noise levels in the early and later hours.
• No glass is allowed in play areas.
• Improper use of play equipment can cause injury or death.
• Report any broken or damaged play equipment to management immediately.
RENT COLLECTION POLICY

The property you live in is owned and/or managed by the Missoula Housing Authority. In order to remain in your home, you must pay rent in advance of the coming month.

WHEN IS RENT DUE?
Rents are due on the first day of the month.

RENT PAYMENT OPTIONS
Rent may be paid by check or money order made payable to “MHA” or “Missoula Housing Authority.” MHA DOES NOT ACCEPT CASH EVER. Your address including apartment number must be clearly printed on the payment to ensure your rent is receipted correctly.

WHERE DO I PAY RENT?
Payments can be delivered or mailed to the Main Office at 1235 34th St, Missoula, MT 59801. There is a drop box to the right of the MHA office door for depositing checks or money orders when the office is closed. There may also be document drop boxes on your property. Ask your property manager for more information. You may deliver your payments directly to your property manager for properties with on-site offices/Managers (The Palace, River Ridge Apartments, Silvertip, etc.).

LATE PAYMENTS
- A late fee of 10% of your total rent will be charged if rent is paid after 5:00 pm on the fifth (5th) day of the month. Payments received by mail must be received by the fifth (5th) day of the month. All drop boxes are cleared as of 5:00 pm on the 5th. Any rents received after the 5th of the month will be considered late.
- For late payments after the fifth (5th) of the month, a 3-day Notice of Termination of Tenancy will be issued that will take effect if the rent and late charges are not paid during the 14-day notice period. MHA may choose not to accept rent payments after the 3-day period and refer Tenant for eviction.

RETURNED CHECKS
Any returned or NSF check will be charged an administrative fee of $25.00. In addition, a late fee of $25 will be charged to your account. If any check from Tenant has been dishonored for any reason, MHA Management requires Tenant to make ALL future rent payments with certified checks or money orders for one year.

RECEIPTS
Your Property Manager may provide you a written receipt or print out of your ledger upon request.
EVICITION
If you do not pay your rent in full by the 5th of the month, you will receive notice to terminate your tenancy and vacate the apartment. Court eviction proceedings will begin unless the full rent, and any other charges allowed under state law, is paid in full by the expiration of the time stated in the notice. Agreements to extend the payment date are made at the discretion of MHA staff. An Agreement to extend the payment date is not valid unless the Agreement is in writing and signed by the Tenant and the Manager. If you do not meet the extension by the agreed date (and do not vacate your home) eviction proceedings will begin immediately.

ERRORS
If you receive a past due notice and feel there is an error, please provide the Manager a written explanation of the error & documentation such as bank statements or carbon copies/stubs of your money order. All charges listed on the notice will remain due as listed unless MHA Management issues an amended notice in writing.

APPLICATION OF PAYMENTS
All payments made by Tenant to Owner/Manager after tenancy commences, no matter how designated by Tenant, will be applied as follows: first to any outstanding amounts due for rent from prior months, second to current month’s rent, third to any outstanding deposits, damages/repairs, utilities, nonrefundable fees, and NSF charges.

SECURITY DEPOSITS
1. Security deposits for new Residents are due at the time the Resident takes possession of the unit.
2. Security deposits may not be used by the Tenant as part of any month’s rent.
3. The security deposit will be refunded to you after the move-out, less deductions for balances owed, cleaning, and damages beyond usual wear and tear on the apartment/property.
   a. If you provide at least thirty (30) days’ notice of intent to vacate, MHA will return the deposit, less any costs for cleaning, damage or other amounts you owe when you move out. MHA will give you a cleaning checklist when you give notice to vacate. You must complete all items on the list and repair any damage you caused to the unit to receive a full refund. MHA will send an itemized list of charges deducted from your deposit, along with any refund due, to your last known mailing address. Any property you leave in the unit will be considered abandoned and will be handled in accordance with the Montana Residential Landlord and Tenant Act, Section 70-24-430.
   b. MHA will return the security deposit with less than 30 days’ notice if the rent is paid in full for the entire 30 day notice period and the unit has been returned to its move-in condition and is ready to be leased immediately. A pro-rated rent refund will be issued if you leave the unit clean and undamaged and there are no other outstanding charges.

COLLECTION AGENCIES
All accounts with outstanding balances at the time of move-out will be issued a notice for final payments owed. If you do not contact us to pay or make arrangements to pay the amount owed within 30 days of the date of billing, the account will be sent to our collection agency and their attorneys for collection.
INSPECTIONS

MHA will inspect your unit periodically throughout the year. MHA inspects homes to check on the condition of the unit sometimes with third party contractors hired by MHA. A twenty-four (24) hour notice listing the date and time scheduled will be mailed or hand delivered to residence prior to inspections.

If you are not home when the inspector arrives, a pass key will be used to enter the home and a business card will be left. All third parties will be accompanied by MHA staff.

HOW TO PREPARE FOR AN INSPECTION...

▪ Please clean your apartment, and be dressed appropriately.

▪ All animals must be contained at the time of inspection or have other arrangements made prior to inspection.

▪ Be sure there is access to all rooms throughout your home. All doors should be able to open and close, rooms need to be accessible and floors should be cleared. Be sure windows are accessible, and are not blocked for exit. Fire codes require that no items may be higher than the window ledge, to allow for fire exit.

▪ Upon notice of inspection, you are required to report all maintenance needs to your property manager before the inspection. If unreported needed repairs are discovered during the inspection you will be charged, and you may be issued a lease violation.

▪ Most inspections CANNOT be rescheduled unless this option was made expressly available in the inspection letter.

▪ Please make sure you are aware of what times the inspection will take place, and make sure you are dressed or wearing appropriate attire.

TENANT CHARGES

Residents are not responsible for normal wear & tear. Tenant charges apply when the resident is responsible for the damage that results from actions or non-actions by you, household members, or guests that is above and beyond normal wear and tear.

Residents, if responsible, will receive an actual invoice from your property manager with an itemized list of charges including a total. Residents will have 30 days to pay this bill.

Our general Labor Rate is $35.00/hour. This would apply to all work being done on a non-emergency basis, and will take place during our regular business hours of 8:00-4:30 Monday- Friday

Our Emergency Labor Rate is $55.00/hour. This would apply to all work being done on an emergency basis, and this work would take place at nights, weekends, and holidays. This is emergency work, and should be limited to actual emergencies, please consider if the work can wait till the next business day.
Please note that this is a reference for hourly labor rates only, and any material costs may also apply such as, but not limited to items such as light bulbs, batteries, windows, door locks, toilet parts, sheetrock, faucet parts, and other structural or appliance components broken/lost/damaged by residents or guests.

PET POLICY/ASSISTIVE ANIMAL POLICY

PET POLICY
All animals must be approved PRIOR to being allowed on the property. Most of MHA’s affordable rentals do not allow pets. Contact your Property Manager to check about your specific rental.

ASSISTIVE ANIMAL POLICY
Assistive animals are allowed in all units owned and managed by the Missoula Housing Authority with no restrictions other than those imposed on all tenants to maintain their units and associated facilities in a decent, safe, and sanitary manner and to refrain from disturbing their neighbors. Owners of assistive animals are required to be in compliance with all State and local public health, animal control, and animal anti-cruelty laws and regulations, including requirements for licensing and vaccinations.

Nothing in this policy:
A. Limits or impairs the rights of persons with disabilities,
B. Authorizes the Missoula Housing Authority to limit or impair the rights of persons with disabilities.
C. Affects any authority that the Missoula Housing Authority may have to regulate service animals that assist, support or provide service to persons with disabilities, under Federal, State, or local law. (CFR 24 Section 5.303)

The tenant must retain full control of the animal at all times. This generally means that while the animal is in common areas, it is on a leash, in a carrier, or otherwise in the direct control of the animal owner/handler. When in the presence of others, the animal is expected to be well behaved (not jumping on or nipping at people, not snarling or barking, etc.).

1. You must have prior written approval from the Missoula Housing Authority before bringing any assistive animal onto the premises. Prior to accepting an assistive animal for residency, you must provide to MHA proof of animal’s licensing, vaccination record, proof of spaying or neutering, and the name and a photo of the animal(s). You are also required to sign a statement that you have read and received a copy of this Assistive Animal Policy and agree to comply with its provisions. Proof of licensing and vaccinations must be provided each year at the time of tenant’s annual recertification.

2. Owners of animals are required to reimburse the housing authority for the actual cost of any and all damages caused by his/her pet or service animal.

3. MHA is not responsible for any action, injuries or damages caused by any tenant’s animal(s). Animals are the sole responsibility of the owner. MHA assumes no liability for failure of the animal owner to control the pet. Any injury or harm to other persons, animals, or property is the sole responsibility and liability of the animal owner. It is recommended that owners purchase liability insurance for this purpose.
4. Animals must be appropriately and effectively restrained and under the control of a responsible individual at all times when not inside the resident’s unit. When outside the unit, dogs and cats must be on a hand-held leash and under the owner’s control at all times.

5. Tenant is fully and solely responsible for promptly cleaning up and properly disposing of any waste or droppings, both inside and outside of their units. Animal waste must be bagged and disposed of in appropriate trash receptacles. Repeated failure by a resident to take responsibility for waste disposal shall be deemed a violation of the lease.

6. Tenant shall take adequate precautions to keep the dwelling unit and surrounding areas free of animal odors, insect infestation, waste and litter, and maintain unit in a sanitary condition at all times.

7. No unauthorized animal(s) may visit or be harbored in any unit owned by the MHA without prior written approval. Tenants are prohibited from feeding stray or wild animals (the exception, common birds that feed at bird feeders). Feeding of wild animals or strays shall constitute having a pet without permission.

8. No animal will be allowed that constitutes a nuisance or threat to any tenant or detracts from any tenant’s quiet enjoyment of their unit or the common areas of the complex. A nuisance or threat includes, but is not limited to, noise, smell, animal waste, and aggressive or vicious behavior.

9. In the event your dog, cat, or other mammal bites an individual, you must report the event to the appropriate city police and/or health officials and the Housing Authority within twenty-four (24) hours of the bite.

10. Tenant shall not alter the premises, including the unit, patio, or common area to create an enclosure for an animal, without express written permission from MHA management.

11. If assistive animals are left unattended for 24 hours or more, the MHA reserves the right to enter and remove the animal(s) and transfer them to the proper authority.

12. If the health or safety of an animal is threatened by the death or incapacity of the owner, or by other factors that render the animal owner unable to care for the animal, the tenant agrees that MHA has permission to enter the owner’s unit, remove the animal, and place it in a facility that will provide care and shelter. MHA will take every precaution to place the animal in a reputable well-known facility, however MHA is not responsible for the care of the animal after the placement is made.

13. Animal owner is recommended to maintain renter’s insurance during the agreement. Missoula Housing Authority should be named as an “additional insured” on the policy, and a Certificate of Insurance is required at each renewal with minimum liability coverage of $300,000.00.

14. An animal which displays vicious, dangerous, intimidating behavior, displays symptoms of severe illness, or demonstrates behavior that constitutes an immediate threat to the health or safety of others, shall be referred by MHA to the appropriate state or local entity authorized to remove such animals. Such animals are subject to immediate removal from the premises.

15. Violation of any of the foregoing rules will result in a two-week notice to remove the animal from the premises. If this notice is disregarded, a thirty-day eviction notice will be issued.

**DOCUMENTS NEEDED TO APPROVE ANIMAL**

Tenant must provide Missoula Housing Authority with the following:

- Current shot records
- Current licensing in accordance with the City of Missoula (dogs only)
- Picture of animal for file
- Assistive Animal Policy Signed and Returned to Property Manager if applicable
**TRANSFER POLICY**

Tenants in good standing with no outstanding repayment agreements or substantial lease violations in the previous six (6) months, and whose unit has successfully passed a cleaning inspection may request a transfer to a different dwelling unit. Requests must be made in writing to MHA. Tenant transfer requests will be accommodated and prioritized based upon date of request, household need, waiting list status, availability of units, and accommodation of required transfers. **There will be a $150 transfer fee for voluntary transfers.**

MHA will transfer tenants from one dwelling unit to another solely at its discretion, whether required by MHA or at your request. When the transfer is approved, you are responsible for reasonable charges incurred for cleaning, maintenance, and charges owed on the dwelling unit being vacated. Any damage, cleaning, or prior charges will be deducted from your security deposit. You are required to pay any charges which exceed the security deposit amount. The remaining security deposit balance will be transferred to the new unit. You are responsible for paying any amount necessary to make up the full security deposit due for the new unit.

If a tenant is transferring from one building to another, or from one property to another; tenant understands that they will need to reapply and may need to be requalified prior to the transfer.

**RULES OF OCCUPANCY**

The following rules supplement those set out in the Rental Agreement and elsewhere in this document. Violation of these rules may result in termination of the Rental Agreement.

**UTILITIES**

If required as part of your lease, you must maintain electricity and gas service under your name from your lease-up date to your move-out date. You are responsible for transferring service into your name when you move in and notifying the utility company when you move out. Failure to maintain utility service in your name will result in a substantial lease violation.

In most developments, the utility charges for heating, cooking, electricity, and water are included in your rent. Because Missoula Housing Authority pays these utility bills for you in most developments, MHA asks for your help to reduce our energy and water usage and ultimately our costs. We suggest the following ways to save on gas, electricity, and water. Following these simple suggestions year-round should create a significant reduction in energy and water consumption.

**Electricity**

- Turn off the lights when you leave a room and turn off the television or radio when you are not watching or listening.
- Do not use halogen lamps – they use too much electricity and, if left on for too long, could become fire hazards.
▪ Keep the use of electrical appliances, such as irons, hair dryers, toasters, broilers, and microwaves, to the practical minimum.
▪ When you are buying an electrical item, make sure it has an Energy Star label.
▪ Only use air conditioners and fans when you really need them, and do not leave them running when you leave your apartment.
▪ If you buy an air conditioner for your unit, it must be a standing floor unit.
▪ When removing an item from your refrigerator, make your selection and close the door promptly. Do not keep the door open.
▪ If you do not have one of our new energy-efficient, frost-free refrigerators, please defrost your refrigerator periodically. When properly defrosted, refrigerators function better and use less electricity.
▪ Do not run extension cords out the window.
▪ In the event of an electrical interruption, use flashlights instead of candles. Always keep spare batteries on hand.

Heating
▪ Keep radiator areas clear to let the heat circulate properly.
▪ Open curtains in the daytime to let the sun warm your apartment naturally.
▪ Keep blinds and drapes closed at night or on cloudy days to retain heat, and make sure your windows are closed tightly.
▪ Prevent drafts by covering your air conditioner and by having leaks sealed around your windows.
▪ Never use your stove to heat your apartment. Poisonous carbon monoxide (CO) gas builds up, hour after hour, while the stove burns, and it is deadly. Remember, CO has no odor, smell, or taste. Each apartment should be equipped with at least one CO detector (see page 8).

Water
▪ Report leaking faucets, showerheads, or toilets to MHA
▪ Do not run water excessively for either a shower or for cooking.
▪ Do not run hot water continuously when washing. Fill the sink only to the required level.
▪ If you need new drain stoppers, contact your Property Manager
▪ Operate washing machines only as needed, with a full load.

Fuse Boxes and Circuit Breakers
▪ If your circuit breaker switches the electricity off, you are probably running too many appliances. Stop using one of your electrical appliances and try turning the switch back on, or contact your Property Manager.
▪ If you have a fuse box and the fuse blows, replace it only with another fuse of the exact same type and size. If the fuse blows repeatedly or a circuit breaker trips repeatedly, please notify your Property Manager.
▪ If you have a "dummy" fuse holder in your fuse box, keep a spare fuse in it. This will ensure that you always have a fuse available.
▪ Do not cover or block the fuse or circuit breaker box. Never remove a fuse without replacing it at once.

Heat and Hot Water
▪ MHA provides hot water and heat in accordance with the Montana Tenant/Landlord Act during the heating season (from October 1 until May 31).
- If you have problems with hot water or heat, call your Property Manager during regular business hours (8:00 am – 4:30 pm M-F) or the Emergency phone at 406-207-5238 after 4:30 on weeknights, weekends and Holidays

**GARbage**

You are required to promptly and properly dispose of garbage. Do not store garbage outside of your unit. You may not dispose of any hazardous material, or fuels. Used furniture, mattresses, broken TVs or appliances may not be disposed of in dumpsters provided by MHA. Only dispose of garbage bags inside the dumpsters provided. If damage is caused while transporting garbage to dumpsters tenants will be charged for the cleanup. Damages include but not limited to, split garbage or carpet/concrete stains.

**VEHICLES**

- Motor vehicles are not allowed on lawns or sidewalks at any time
- You may NOT perform vehicle maintenance such as tune-ups or oil changes, or tire rotations.
- Garden hoses are MHA property and shall not be used for washing vehicles.
- No recreational vehicles may be parked on MHA property including but not limited to, camper trailers, boats, RV’s, four wheelers and snow mobiles.
- All motor vehicles on-site must have current licenses, registrations, and insurance. All vehicles must be registered with MHA, and bear an MHA parking tag if required at your property. No vehicle shall be parked for more than three days in an inoperable condition. MHA will tow inoperable and unauthorized vehicles at owner’s expense.

**STORAGE**

No flammable materials of any kind shall be stored in storage provided by MHA. Storing these items is hazardous and prevents access for maintenance. Do not place items on top of the hot water tank. Do not store gasoline, charcoal briquettes or other flammable liquids/materials on multi-family sites. Personal property must be stored within the unit or the storage unit assigned to you.

**GUESTS AND HOUSEHOLD MEMBER POLICY**

1. You cannot sublet or rent your apartment to someone else after you have signed the lease. Only you and the household members you identified are allowed to live in the apartment.
2. You cannot charge someone to live with you or to stay with you if they were not added to the household according to program rules.
3. You must use your apartment as your living space. You may not use it for any other reason than stated below.
   a. MHA may allow certain cottage industries upon written application and approval of the MHA Board of Commissioners.
4. Tenant must obey all obligations set forth in applicable building and housing codes materially affecting health and safety. The apartments were built according to specific requirements from the city, state and federal government. If there is a maintenance issue, please call your Property Manager so they can make sure it gets taken care of. Please notify your Property Manager immediately if there are any repairs that may cause a health and safety issue either in your unit or on property.
5. Tenant must keep the premises and other such areas under his/her control for his exclusive use in a clean and safe condition. You must keep your unit clean and safe. Try to keep clutter to a minimum. As we have noted elsewhere in this manual, there must be a clear path through your house of at least 36”. Don’t block any of the exits (front/back doors) or put anything higher than the window ledge against windows that you or someone else might need to climb out of in case of an emergency.

6. Let your Property Manager know in writing if you will be gone for more than seven (7) days.

7. Tenant shall not make any repairs or alterations to the unit without prior written MHA approval. It’s ok if you hang pictures or poster or other items properly. If you want or need to make a big change to your apartment for some reason, you must have written permission from your Property Manager first.

8. Tenants in single-family dwellings shall properly maintain lawns and yards in the summer and shall shovel sidewalks and driveways in winter. Tenant must clear sidewalks of snow and ice by 9:00 a.m.

9. You may have guests in your unit for up to 72 hours in a thirty-day period. If your guest stays more than 72 hours in a 30-day period, you must notify MHA and obtain prior MHA approval. Failure to notify MHA and obtain approval for guests who stay longer than 72 hours is a substantial lease violation.

10. Your guests are not allowed to park their vehicles in parking areas designated for tenant or employee use. Your guests are not allowed to bring animals on the premises, or to leave animals in vehicles if it causes the animal distress.

11. The volume of your TV, stereo, or other electronic equipment should be turned down at a reasonable evening hour, generally by 10:00 PM-7:00 AM, which is in accordance to Missoula City Ordinances. As a general rule, if you can hear your television or music outside of your apartment, it’s probably too loud. If you have trouble hearing, or like to play your television or music loud, wear earphones.

12. MHA will hold you responsible for the actions of your household members and guests. Failure to control your children and guests is a serious violation of your Rental Agreement and may be cause for termination of your tenancy. You, your family members, your guests and guests’ children are not allowed to:
   a. Discharge Firearms, BB or pellet guns, bows and arrows, slingshots, fireworks, or other dangerous toys or weapons on MHA property. Violation of this rule is a substantial lease violation.
   b. Climb in trees or on roofs, or enter the crawl space or attic of any building. You will be charged for damage to landscaping, trees, or shrubbery
   c. Sleep in yards or cars on the premises.
   d. Play outside or roam the area after dark, or after 10:00 pm, whichever comes first. Children should never be allowed to play outside unsupervised.
   e. Conduct their selves in any manner which violates other conditions of your Rental Agreement or this handbook, or which interferes with your neighbor’s peaceful enjoyment of their homes and yards.
BUILDING EXTERIORS AND INTERIORS

- Do not display signs or decals from windows or doors other than safety or disabled decals. Holiday decorations may be seasonally displayed provided they are removed within thirty (30) days of the holiday.
- Nothing shall be installed or affixed to MHA buildings. This includes, but not limited to satellite dishes.
- You must obtain MHA approval prior to the installation of shades or curtain rods or before any alterations are made.
- It is your responsibility to report damage or necessary repairs promptly to the maintenance staff. You are not allowed to make any repairs or alterations without the consent of MHA.

LAWNS/LAWNCARE

- Do not leave hoses running without a sprinkler. Sprinklers should be moved every hour to prevent water run-off. All hoses shall be removed from outside faucets during cold weather to prevent faucets from freezing. You will be charged for damage to faucet or hose bib caused by failure to remove hose from faucet in cold weather.
- Lawns must be clear of all personal belongings while not in use. This includes but not limited to: pools, children’s toys, bikes and garden supplies.
- If maintenance is responsible for the lawn care they will move unattended items or possibly disposed of. You may be charged for the disposal.
- If your household is responsible for lawn care and maintenance is required to perform this service, you will be charged for time and materials, including gas and oil for the lawn care equipment. This is also considered a substantial violation of your lease, and you will be issued a Lease Violation.

SNOW REMOVAL

MHA will be responsible for snow removal at most properties.

- Single Family dwellings are responsible for removing snow from sidewalks and driveways themselves. It is required that snow be removed from public sidewalks by 9:00 am on any day that there is an accumulation of snow.
- MHA will plow all parking lots. Please be aware that if there are parked vehicles, MHA cannot plow too closely to them. MHA DOES NOT shovel snow from between vehicles.
- Ice melt is left on all properties in covered buckets. The ice melt is in addition to ice melt that is spread after it snows, and is for tenant use.

BARBECUE GRILLS

- Missoula Fire Code states; 308.1.4 Open-flame cooking devices. Charcoal burners and other open-flame cooking devices shall not be operated on combustible balconies or within 10 feet (3048 mm) of combustible construction. MHA does not allow these cooking devices at any property.
Exceptions include; LP-gas cooking devices having LP-gas container with a water capacity not greater than 2.5 pounds. (i.e. small green propane tanks). Remember you may not store these containers inside your home or storage facility.

WHAT YOU SHOULD KNOW ABOUT BED BUGS...

Under terms of the Missoula Housing Authority’s lease agreement, residents are required to “report any problem with infestation” Residents are the first line of defense against pests. Further, any willful failure on the part of a resident to report a bedbug or other pest infestation may result in adverse action taken against the resident, up to and including termination of the rental agreement.

HOW TO IDENTIFY A BED BUG INFESTATION IN YOUR HOME:

- Small pin-prick sized dark red/brown/black specks (drops of blood) on your sheets or mattresses. (check the seams around all sides of your mattress, turn mattress over to inspect)
- Are you getting bites? Bites from bed bugs are usually on the arms or shoulders. They may be red and itchy. Bed bug bites do NOT transmit disease.
- Have you seen any bug on or near any sleeping area (see picture below) Bugs at different life cycles have a different appearance

WHAT TO DO IF YOU SUSPECT, OR HAVE KNOWLEDGE OF, AN INFESTATION:

1. Notify your Property Manager immediately. They will provide you with detailed instructions as well as schedule an inspection/treatment.
2. Remove all sheets, blankets, mattress covers, box spring skirts, dust covers and pillowcases from beds and place in sealed bag.
3. Wash all items in hot water, and dry on high heat till completely dry.
4. Place washed items in a clean new sealed bag.
5. Thoroughly vacuum the areas around sleeping areas and remove all clutter.

Life Cycle of the Bed Bug

*Cimex lectulius*

- **Egg** (1 mm long)
- **First Stage Larva** (1.5 mm long) Takes blood meal then molts.
- **Second Stage Larva** (2 mm long) Takes a blood meal then molts.
- **Third Stage Larva** (2.5 mm long) Takes a blood meal then molts.
- **Fourth Stage Larva** (3 mm long) Takes a blood meal then molts.
- **Fifth Stage Larva** (4.5 mm long) Takes a blood meal then molts.
- **Adult** (5.5 mm long) Takes repeated blood meals over several weeks.
- **Adult Female** (6.5 mm long) Females lay up to 5 eggs per day, continuously.
6. Wait for further instructions from a pest control professional or MHA.

HOW TO PREVENT INFESTIONS:

- Keep your home clean and clutter free
- Conduct regular inspections yourself
- Never pick up discarded furniture from the street, alley or near a dumpster
- When purchasing a second hand mattress or furniture item, perform an inspection for signs of bugs (including dark pin sized stains)
- If you see signs, do not purchase the item
- When staying at a hotel or friend’s house perform an inspection of your sleeping area. Keep clothing confined to your suitcase and away from the bed
- Be responsible for your guests; monitor what they are bringing into your home. Ask them if they have had problems with pests if concern arises. If THEY bring in bugs, it's YOUR problem!

COMPLAINT PROCEDURE

TENANT COMPLAINTS
MHA Management takes all complaints seriously. You should contact your property manager if you have a complaint. If your complaint is about a property manager, or if you feel a complaint has not been dealt with appropriately, you should contact the LIHTC Asset Manager.

All complaints to property managers should be in writing. MHA Management does have a complaint form that can be obtained from the main office or any of the remote offices (Palace and River Ridge) at any time. Complaints do not have to be submitted on this form, but should be put in writing with the time/date of incident, and any pertinent information pertaining to an incident.

Property Managers will receive complaints, and act on them accordingly. When MHA Management is investigating complaints, you may be asked for further information or clarification. Complaints take time to investigate and act upon. Tenants making a complaint may not be made aware of the outcome(s) of their complaint, but MHA does take every complaint

MANAGEMENT COMPLAINTS
Shall you have any complaints about any MHA staff please inform MHA in writing and the complaint will be forwarded to the appropriate supervisor.

*If your complaint is life threatening, health and safety is at risk, personal property is being vandalized or excessive noise after 10:00pm, please call the 911. Your property manager will not be able to help you in these emergency situations.
COMPLAINT PROCEDURE FREQUENTLY ASKED QUESTIONS

Does my complaint have to be in writing?
We prefer all complaints to be in writing. The complaint should include specific dates and times if applicable. Please be specific in your description of the situation.

Can my complaint be anonymous?
Yes, it is your choice to not disclose your name at the time of the complaint. However, remaining anonymous could make it difficult to follow up or seek additional information.

Will I hear what steps were taken to address my complaint about my neighbor?
No. All tenants have a right to privacy. In the unlikely event that an issue needs to be resolved in court, you may be called to testify.

Do I have a right to know who has complained about me?
No.

Should I continue to make the same complaint if the issue is not resolved?
Yes, if the situation has not improved or resolved in a reasonable time please contact your property manager.

MOVE OUT PROCESS

When you are moving out of an apartment owned and/or managed by the Missoula Housing Authority it is expected that you give proper notice and leave the apartment in good shape. The following section is to help you plan a smooth exit from your apartment and ensure you stay in good standing with MHA. Please call your property manager when you are planning your move to receive a helpful move out guide with all the documents needed.

NOTICE
The Missoula Housing Authority requires a 30 day notice to vacate your unit, and a valid forwarding address as noted in your lease agreement.

MOVEOUT INSPECTION
You will be sent a formal inspection letter, verifying your notice, and will provide you with an inspection date, and a mandatory cleaning checklist. At your scheduled inspection, you will be given the opportunity to abate any items noted within a 24 hour time frame, or you may hand over your keys if you wish NOT to perform any additional cleaning. MHA will immediately take possession.

SECURITY DEPOSIT
As long as proper notice is given in a timely manner (30 days), The Missoula Housing Authority will reimburse your security deposit less any damages beyond wear and tear. MHA will provide an itemized list of charges if damages are assessed.
MHA will give you a cleaning checklist when you give notice to vacate. You must satisfy all items on the list and repair any damage caused to the unit to receive a full refund. MHA will send an itemized list of charges deducted from your deposit, along with any refund due, to your last known mailing address. Any property you leave in the unit will be considered abandoned and will be handled in accordance with the Montana Residential Landlord and Tenant Act, Section 70-24-430.

FAQ’S

Q: I am considering moving out before the end of my lease. What am I responsible for?
A: If you break your lease or move out before the term of your lease, you will continue to be charged full rent until your lease term expires or until your apartment is re-rented. There are no exceptions to this rule.

Q. If my lease is month to month, do I have to give 30 days’ notice?
A. Yes, 30 days is required, regardless of leased status.

Q: What happens if I break my lease?
A: You will be assessed your monthly contract rent plus late fees, until the Missoula Housing Authority re-rent the vacant unit. We do not accelerate rent, however may continue to charge accordingly, as guaranteed by your contract.

Q. Can you just take my rent out of my deposit?
A. No. According to the Montana Tenant-Landlord Act, Security Deposits are held in trust, and can only be applied to cover the cost of any unpaid damages after you vacate your unit.

REQUESTS FOR REASONABLE ACCOMMODATIONS OR REASONABLE MODIFICATION

A reasonable accommodation is some exception or change that a housing provider makes to rules, policies, services, or regulations that will assist a resident or applicant with a disability in taking advantage of a housing program and / or dwelling. A reasonable modification is an alteration to the physical premises allowing a person with a disability to overcome obstacles that interfere with his or her use of the dwelling and / or common areas. The accommodation and / or modification must be necessary for the individual with the disability to enjoy and / or fully use services offered to other residents and / or the individual dwelling unit.

A resident or applicant is entitled by law to a reasonable accommodation and / or modification when needed because of a disability of the resident, applicant, and / or a person associated with a resident or applicant, such as a guest. Housing providers must grant all requests for reasonable accommodations and / or modifications that are needed as a result of a disability if the request is not unduly burdensome or a fundamental alteration of the housing program. If a request is denied, you have the right to know the reasons in writing. There must be a verifiable disability involved in order for the household to qualify for a reasonable accommodation and / or modification. The housing provider is required by law to keep all information about the disability confidential. A person has a disability if he / she has a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment. Most serious medically treated conditions are considered to be a disability. A disabled resident must still be able to meet essential obligations of tenancy – they must be able to pay rent, to care for the apartment, to report required information to
the manager, avoid disturbing their neighbors, etc., but there is no requirement that they be able to do these things without assistance.

**Reasonable accommodations** can include but are not limited to:

- A change in the rules or policies or how a housing provider does things that would make it easier for you to live in the dwelling;
- Permitting a seeing eye dog for a household in a community where pets are not allowed, or not charging a deposit for a service animal though the housing provider charges deposits for pets;
- Permitting an outside agency to assist a disabled resident to meet the terms of the lease;
- Permitting a live-in Personal Care Attendant to live with a disabled resident who might need 24 hour assistance;
- A change in the way a housing provider communicates with or gives information, such as increasing the font size of typed documents to a person with a visual impairment.

**Reasonable modifications** can include, but are not limited to:

- A structural change or repair in your apartment or another part of the apartment complex that would make it easier for you to live in the dwelling;
- Altering your apartment so that the unit can be accessed and used by a person in a wheelchair.

**VIOLENCE AGAINST WOMEN ACT (VAWA)**

Your rental agreement is amended to include the provisions of the Violence Against Women and Justice Department Reauthorization Act of 2005 (VAWA). In case of any conflict between the provisions of this Addendum and other sections of the Lease, the provisions of this Addendum shall prevail.

A. An incident or incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as serious or repeated violations of the lease or other “good cause” for termination of the assistance, tenancy, or occupancy rights of such a victim.

B. Criminal activity directly relating to abuse, engaged in by a member of a Tenant(s) household or any guest or other person under the Tenant(s) control, shall not be cause for termination of assistance, tenancy or occupancy rights if the Tenant(s) or an immediate member of the Tenant(s) family is the victim or threatened victim of domestic violence, dating violence, or stalking.

C. Notwithstanding any restrictions on admission, occupancy, or terminations of occupancy or assistance, or any Federal, State or local law to the contrary, MHA/Owner or manager may “bifurcate” a lease, or otherwise remove a household member from the lease, without regard to whether a household member is a signatory to the lease, in order to evict, remove, terminate occupancy rights, or terminate assistance to any individual who is a Tenant or lawful occupant who engages in criminal acts of physical violence against family members or others. This action may be taken without evicting, removing, terminating assistance to, or otherwise penalizing the victim of the violence who is also a Tenant or lawful occupant. Such eviction, removal, termination of occupancy rights, or termination of assistance shall be effected in accordance with the procedures prescribed by Federal, State and local law for the termination of leases or assistance under the housing choice voucher program.
D. Nothing in this section may be construed to limit the authority of a public housing agency, MHA/Owner, or manager, when notified, to honor court orders addressing rights of access or control of the property, including civil protection of property among the household members in cases where a family breaks up.

E. Nothing in this section limits any otherwise available authority of an MHA/Owner or manager to evict or the public housing agency to terminate assistance to Tenant(s) for any violation of a lease not premised on the act or acts of violence in question against the Tenant or a member of the Tenant(s) household provided that the MHA/Owner, manager, or public housing agency does not subject an individual who is or has been a victim of domestic violence, dating violence, or stalking to a more demanding standard than other Tenant(s) in determining whether to evict or terminate.

F. Nothing in this section may be construed to limit the authority of an MHA/Owner or manager to evict, or the public housing agency to terminate assistance, to any Tenant(s) if the MHA/Owner, manager, or public housing agency can demonstrate an actual imminent threat to other Tenant(s) or those employed at or providing service to the property if the Tenant(s) is not evicted or terminated from assistance.

G. Nothing in this section shall be construed to supersede any provision of any Federal, State or local law that provides greater protection than this section for victims of domestic violence, dating violence, or stalking.

NON-DISCRIMINATION

STATEMENT OF NON-DISCRIMINATION: MHA/Owner is dedicated to a policy of non-discrimination with regard to race, ancestry, color, disability, religion, national origin, sex, familial status, age, marital status, creed, sexual orientation, ex-offender status, physical condition, political belief, or public assistance status except where these criteria are reasonable bona fide Tenant(s) qualifications.

Montana Fair Housing
501 E. Front St, Suite 504.
Butte, MT. 59701
406-782-2573/800-929-2611
Montana Relay: 711
Fax: 406-782-2781
E-mail: inquiry@montanafairhousing.org
HELPFUL HINTS FOR RENTERS

RENTERS INSURANCE
MHA insurance may not cover the loss of your personal property due to fire, theft, broken water pipes, etc. Please consider purchasing renters insurance, which is designed to cover any losses of your personal property. Yearly premiums are based on the value of the property you’re insuring, and range from $50 per year on up. Deductibles begin at $250.00. Call a variety of insurance agents to get the policy that meets your needs for the best price.

TAKING CARE OF YOUR UNIT
- Contact paper is not to be used on shelves or cupboards. Regular shelving paper may be used as long as it does not have adhesive backing.
- Pictures and mirrors should be hung with small nail picture hangers. Do not attach mirrors with screw fasteners or adhesives. No adhesive hangers shall be applied to the walls. Fixtures shall not be hung from doors or ceilings.
- Furniture should not rub on walls. Please place coasters under furniture to avoid gouging the floors.
- When cleaning the stove, please do not spray oven or heat element while hot. Electric heat elements will explode and burn out.
- If you have a refrigerator that requires defrosting, defrost by turning the cold control off and opening the freezer door. Never use a sharp instrument to defrost your refrigerator as it will cause irreparable damage to the appliance. Should this happen, you will be charged for the full replacement cost of the refrigerator.