



## **Fort Collins**

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# *Neighbor to Neighbor Resident House Rules Effective Date: January 1, 2018*

## **WELCOME**

We are very pleased that you have chosen Neighbor to Neighbor (N2N) for your apartment home for you and/or your family. Our property management staff (Landlord) are here to serve your housing needs. We hope you will have many years of comfort, security and happiness in your new home.

The House Rules are an important part of your Lease. House Rules explain in detail the requirements of our programs and provides expectations on how to properly care for your apartment. If you have questions regarding your Lease and/or the House Rules or if you need repairs you can call our office, at 970.484.7498.

## **LEASE AND HOUSE RULES**

Your Lease and House Rules are your contract with us for the apartment you have rented. It explains in detail what your responsibilities are as a resident, and what our responsibilities are as your Landlord. Please read it carefully and keep it handy in case you need to refer to it.

Your lease covers a number of areas, including

- when your rent is due and the amount,
- what your security deposit is,
- what items you will be charged for,
- what utilities you are responsible for,
- what maintenance you are responsible for,
- what maintenance we are responsible for,
- what reasons we may enter your unit, and
- what reasons your lease may be terminated.
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## **MOVING IN**

### **Security Deposit and Keys**

After acceptance to your new apartment, you will be charged a security deposit. N2N will determine the amount based on HUD guidelines. This deposit is held in a special account for the period the Resident lives in their apartment and returned at the end of their tenancy, based on conditions stated in the Lease. As a result, it is required that the security deposit be paid with a separate payment than the first month's rent.

Keys are distributed after the lease signing process is complete.

### **Inspection**

A move-in inspection report will be completed by N2N staff and you at the time of Lease signing. This inspection details the condition of the apartment upon move-in and is reviewed again when you move-out to determine resident damages, which will be deducted from your security deposit.

### **First Month's Rent**

If the beginning date of the Lease is for any day other than the first day of the month, the rent for the first month will be prorated, based on the actual amount of days remaining in the month. After that, all rent is due on the first of each month.

### Protecting Your Property

N2N encourages all of our residents to purchase renter's insurance. The cost is usually low (approximately \$100 per year) and it will protect your possessions against a variety of unforeseen events. N2N is not responsible for personal property loss.

### RULES AND POLICIES

1. **ABANDONED PROPERTY:** If it appears that you have abandoned your apartment without proper notification to our N2N staff, we will determine the apartment to be abandoned and will begin the process of rightful possession.
2. **ACCESS/INSPECTIONS:** N2N Staff shall have access to your apartment at any time without advance notification when there is reasonable cause to believe that an emergency exists. For non-emergencies N2N Staff will provide 24 hour written notice upon entering your apartment for the following reasons: repairs, maintenance, preventative maintenance, inspections and pre-leasing, etc. As N2N is a non-profit organization, many of the apartments are federally and state funded and require routine inspections. These inspections will occur during reasonable hours.
3. **ALTERATIONS:** Resident agrees to not make any interior or exterior changes, additions or alterations to the apartment without the prior written consent of the Landlord. Any changes, additions or alterations shall become the property of N2N. Landlord may require the Resident to remove any changes, additions or alterations and restore the apartment to its former condition at any time during or after the residency or reimburse N2N for the actual costs.
4. **ANIMAL POLICY: Pets are not permitted in N2N's subsidized apartments at Coachlight Plaza and 2404-2413 Crabtree Drive with the exception of those persons who require reasonable accommodations in which a Request for Assistance Animal Form must be submitted to Neighbor to Neighbor prior to acquiring any animal-see Assistance Animal Policy for procedures.** Affordable housing residents are required to request to keep an animal in your apartment and is at Landlord's sole discretion. Consent, if given, may be revocable by the Landlord at any time. Residents with permission to keep an animal are permitted to keep no more than 1 dog or 1 cat per unit. No more than two small, caged birds may be kept in any apartment. An aquarium for fish may not exceed 10 gallons. No more than two (2) small caged animals, i.e. gerbil or hamster, may be kept in any apartment. Small animals must be kept in a cage at all times. No exotic, wild, or dangerous animals, snakes or any other animal not permitted in apartment by state or local laws. No animal's mature growth shall exceed 18 inches in height, measured from ground to shoulder, nor weigh more than 30 pounds. Pets over 15 pounds are not permitted on second floor apartments and Landlord will restrict certain breeds. Breeding of animals is prohibited. **Unauthorized animals, or a guest's animals may not be kept in your apartment, even temporarily.** Dogs and cats are required to be spayed or neutered. Dogs and cats must have the proper inoculations required by law, and be certified by a veterinarian licensed to practice in the State of Colorado. A non-refundable animal fee in the amount of \$250.00 will be charged for each apartment where a dog or cat resides (the fee rule does not apply to animals that assist persons with reasonable accommodations or in projects designated for the elderly/disabled).
5. **APPLIANCES:** Resident is not permitted to have a washer and dryer in the apartment unless the apartment has existing washer and dryer hookups, or prior written approval is obtained from Landlord. Air conditioners may be installed by the Resident at the Resident's expense after receiving approval from N2N. Air conditioners are not allowed in areas that impede safe fire escape. It is required that a Plexiglas or RTC insulation foam board window insert is used; absolutely no cardboard or wood materials are to be used as window inserts. Window air conditioner units must be removed in the fall months and screens reinstalled by the Resident.
6. **CITY CODES AND ORDINANCES:** Resident agrees to comply with all obligations imposed by applicable Fort Collins/Loveland provisions of building and housing codes and ordinances materially affecting health and safety. City codes and regulations are reported on the City's website.

**7. CRIME FREE / DRUG FREE / NO TOLERANCE POLICY:**

In consideration of the execution or renewal of a Lease defined in the Lease Agreement, Landlord and Resident agree as follows:

- a. Resident, any member of the Resident's household, a guest or other person or guest affiliated in any way with the Resident shall not engage in any criminal activity (as defined in Title 18 Colorado Revised Statutes ("C.R.S."), or any act which facilitates criminal activity, including drug-related criminal activity, at any location, whether on or near the apartment, the surrounding area, or the area of the apartment community or otherwise, regardless of whether the individual engaging or facilitating in such activity is a member of the household. "Drug-related criminal activity" means the illegal manufacture, sale distribution, use or possession with the intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Article 18 of Title 18, C.R.S.).
- b. Resident and any member of the Resident's household, a guest or other person affiliated in any way with the Resident shall not engage in any illegal activity, including prostitution (as defined in Article 7 or Title 18, C.R.S.), criminal street gang activity (as set forth in Title 16 or 18 C.R.S.), threats or intimidation (as prohibited in Title 18, C.R.S.), and assault (as prohibited in Article 3 of Title 18 C.R.S.), including but not limited to, the unlawful possession of or discharge of firearms or illegal weapons (as prohibited by Article 12 of Title 18 C.R.S.), at any location, whether on or near the apartment community, or any other violation of the Criminal Statutes of the State of Colorado or any breach of the Lease Agreement that otherwise jeopardizes the health, safety and welfare of the Landlord, their agent, other Resident, or guest or that which involves imminent or actual serious property damage.
- c. Violations of the Crime Free/Drug Free/No Tolerance Policy shall be considered a material and irreparable violation of the Lease and sufficient **cause for immediate termination of tenancy**. A single violation of the provisions of this policy shall be deemed a **serious violation** and a material and irreparable noncompliance. It is understood that a single violation, as outlined above, shall be considered sufficient cause for immediate termination of the Lease and notice of such termination shall be given in accordance with Article 40-107.5 of Title 13 C.R.S. Unless otherwise provided by law, proof of violation/breach of this policy resulting in termination shall not require criminal conviction, but shall require only a showing of by a preponderance of the evidence. N2N follows and enforces all federal, state, city and county laws.  
**Because Neighbor to Neighbor receives federal funds, the use or possession of marijuana and/or products is strictly prohibited.**

8. **DAMAGES:** Any damage to the apartment, buildings, facilities, common areas or grounds caused by a Resident, household member and/or guest(s) will be charged to the Resident at actual cost. Charges shall be due and payable within thirty (30) days of notification of charges. If charges are not paid, charges shall be sent to collections and/or Lease termination proceedings will commence.
9. **FIRE DEPARTMENT REGULATIONS:** All sidewalks, corridors, passageways, stairways, front porches, landings and common storage areas shall be kept free of all personal belongings. All personal belongings must be kept inside the Resident's apartment. No explosives, noxious or illegal substances are permitted to be kept by a Resident in the apartment or on the property. Fire pits or open flame containers are strictly prohibited. Barbeque grills may be stored on the patio/porch/backyard. When grills are in use, they must be operated at least ten (10) feet away from the building. The local Fire Department does routine inspections and if a barbeque grill is found within ten feet of the building during use, the Resident may receive a ticket with an approximate \$200 fine, determined by the court.
10. **GLASS AND OPEN CONTAINERS:** Residents, household members and guests shall be prohibited to use glass and open containers in common areas, streets, sidewalks, playgrounds and/or on front porches. The term "open container," as used herein, means any bottle, can, glass, cup or other vessel which contains an alcoholic beverage not in its original container. The term "open container" shall also mean the original container of an alcoholic beverage and which contains an alcoholic beverage on which the seal has been broken or which is otherwise ready for consumption.
11. **GUESTS:** Only Residents whose names appear on the Lease are allowed to occupy the apartment. Any overnight guest(s) staying longer than fifteen (15) days in any 90-day period without written Landlord consent are considered unauthorized guests, and the Resident is in violation of the Lease. Resident may choose to add household members

to the Lease at any time, subject to occupancy regulations. Anyone 18 years of age or older is required to complete a housing application and provide all required documentation, including authorizing the Landlord to run a credit and criminal background checks

12. **HOUSEKEEPING:** Residents are required to maintain their apartment in a safe and sanitary condition at all times. This includes routine cleaning of your apartment and disposal of all trash. Please use plastic bags and twist ties to contain your garbage and place the bags in the dumpsters provided. Always be sure that cigarette butts are extinguished before disposing of them in the garbage. If your apartment is scheduled for an annual inspection and it fails the inspection, your apartment will have to be re-inspected until it passes by the appropriate agency. Failure to maintain your unit in a safe and sanitary manner is grounds for eviction.
13. **INCIDENT REPORTS:** Issues concerning neighbors should be submitted in writing. Landlord will investigate all such reports. Residents are encouraged to attempt to solve any problems they may be having with neighbors themselves first. In a criminal or threatening situation, always call the Police first for assistance.
14. **LAUNDRY ROOM:** Laundry room services are available for Resident's use only. Residents are asked to keep common areas clean and free of debris. Landlord may impose laundry hours at any time and may lock the laundry room door during after-hours. Hours of operation and the rules will be posted. Laundry room access code key locks are installed at some apartment buildings. Access codes are assigned to those Residents. Residents are required to keep their codes confidential and not share it with others.
15. **LOCKS/KEYS:** Keys are distributed at move-in and the number of keys noted on the Apartment Inventory Checklist. All keys must be returned at move-out. Changing locks in or on the premises is prohibited. In case of emergencies the Landlord will facilitate a lock change and the Resident will be charged the actual cost of said change. Duplication of keys results in a \$5.00 charge per key. After hours lockouts will be charged an additional \$25.00.
16. **LOITERING / TRESPASSING / USE OF PUBLIC AREAS:** Neighbor to Neighbor apartment communities are intended to be a place of quiet enjoyment and a safe environment for families and their guests. Loitering or interfering with this intended use is prohibited, and violators will be asked to leave. Failure to comply with a request to leave the premises will result in Landlord calling the police and violators will be ticketed for trespassing. Violation of this clause by a guest of a Resident is a lease violation and could result in eviction.
17. **MAINTENANCE:** Resident agrees to notify Landlord immediately upon discovery of any and all maintenance issues including but not limited to a water leak, an electrical short, a broken window, ripped/missing screens, missing/broken smoke and carbon monoxide alarms and missing or used fire extinguishers. Any emergency issues are defined on the EMERGENCY CRITERIA PROCEDURE that is given to Resident upon move in. Please refer to this Procedure for information on after hour maintenance issues. Actual costs of repair and replacement of the unreported maintenance issue resulting in damages will be the responsibility of the Resident.
18. **MAIL:** Resident agrees to promptly pick up all mail, notices on the door and newspapers. Upon move out Resident's must provide a complete (including unit #) forwarding address in writing.
19. **MOISTURE/MILDEW PREVENTION:** Resident shall remove any visible moisture accumulation in or on the premises including on walls, windows, floors, ceilings and bathroom fixtures. Resident shall also use exhaust fans in bathrooms when bathing/showering and kitchens when cooking on the stove. Resident shall immediately notify Landlord of the presence of the following:
  - a. A water leak, excessive moisture or standing water inside or outside the premises.
  - b. Moisture build up in or about the premises that persists after the Resident has tried several times to remove it with a household cleaning solution.
  - c. A failure of any part of the heating, air-conditioning or ventilation system (including bath fans).Violation of moisture prevention is a material non-compliance of the Lease.
20. **PATIOS/PORCHES AND COMMON AREAS:** Resident agrees to keep the grounds and premises (patios/porches/decks and landings, common and laundry areas) in a clean, safe and sanitary condition.

Patios/porches/decks and landings are NOT intended for storage. Bicycles, outdoor patio furniture and barbeque grills are the only items that may be placed or stored on a back patio, so long as they are not obstructing access. No personal items are allowed in front of the apartment. Other personal items, including, but not limited to boxes, clothing, rugs, mops, toys, trash and general clutter, must be stored elsewhere or disposed of properly. Unacceptable items stored on patios/porches/decks and a landing is a violation of the Lease. Shopping carts used from neighboring retail centers must be returned and may not be left anywhere on the premises.

21. **QUIET ENJOYMENT:** All Residents and their guests are expected to follow all city and county ordinances and conduct themselves in a peaceful manner that is respectful and courteous to neighbors and staff. Threatening, profane, obscene, loud or boisterous language, loud televisions, radios, or stereos, as well as loud parties, over-indulgence in alcoholic beverages, drug use, violence, harassment of others including staff and/or disorderly conduct will be grounds for eviction. Residents are responsible for their guest's and their actions.
22. **RENT PAYMENTS:** Rent and other charges are to be paid only by personal check, money order, guaranteed (cashiers or certified) check made out to Neighbor to Neighbor or through online services provided. **Cash is not accepted.** If a bank for any reason does not honor a personal check two times within a six (6) month period, all future payments must be made by certified or cash equivalent means.
23. **SATELLITE DISHES/CABLE:** Satellite dishes and cable installations must be installed by a professional installer and the location of installation must be pre-approved, in writing, by Landlord. Tripods or poles are acceptable. Satellite dishes must not be affixed to any portion of the building or patio wall. Any satellite dish or cable installation placed on the roof or exterior walls of the building without consent of the Landlord in writing is liable for immediate removal without notice. Residents must remove satellite dishes upon move out or discontinued use to prevent a removal fee.
24. **SIGNS:** No signs, advertisements, notices or other lettering shall be exhibited, inscribed, painted, posted or affixed by a Resident or household member or guest, on any part of the outside or affixed to a window visible to the outside of the premises, without prior written consent of the Landlord.
25. **SMOKING POLICY:** For the health and safety of our residents and the care of the properties, indoor smoking of any kind is not permitted within the apartment. Smoking is permitted outdoors, and residents and their guests are responsible for safe and timely disposal of smoking debris. Anyone smoking must be a minimum 10 feet from any building or smoke on the sidewalk. Residents are not permitted to smoke on their back patios or front stoop.
26. **SURVEILLANCE:** Landlord reserves the right to install video surveillance system in common areas at any time or location on the Neighbor to Neighbor properties.
27. **USE AND OCCUPANCY:** Resident agrees to use the premises solely as a principal residence, and not to use or permit its use for any other purpose; the Resident shall not use the premises in any manner which is in violation of any applicable law, House Rules, regulation or city/state ordinance. Resident shall not assign the lease, sublease the premises, or provide accommodations for boarders or lodgers.
28. **UTILITIES:** All applicable utilities MUST remain in Resident's name at all times. If utilities are disconnected due to non-payment, the actual cost of any and all damage as a result will be the sole responsibility of the Resident; this includes, but is not limited to frozen pipes and refrigerator damage. If for any reason the utilities are turned back into Landlord's name, any and all charges incurred will be added to the Resident's ledger, and shall be due within 30 days of billing. If utilities are not returned to Resident's name within 15 days of notice from Landlord, lease termination or eviction proceedings will commence. If you have concerns regarding payment of your utility bill, contact N2N who may help you in finding community resources to assistance.
29. **VEHICLES:** Residents are allowed to park on their communities' parking lots on a first come first park basis. There are no assigned parking spaces. In all apartment communities, unlicensed, unused, expired plates or inoperable vehicles are not permitted on any of Landlords property and will be towed away at the owner's expense after receiving

