



Welcome to Bickerdike Apartments

Resident Handbook of House Rules

Adopted: May 21, 2019



WELCOME TO BICKERDIKE APARTMENTS!

Dear Resident,

Welcome to Bickerdike Apartments and to your new home! We are pleased to be able to offer you quality affordable housing and the opportunity to maximize on your goals for your own and your family's future.

A key part of Bickerdike Redevelopment Corporation's mission is the development of our communities by and for the benefit of our communities' residents. Since 1967, with the broad participation of neighborhood residents we have developed over 1,000 units of quality housing which is affordable to local families. We provide property management services with broad participation of residents like yourself for all of the rental and cooperative housing we have developed through our subsidiary Bickerdike Apartments.

We invite you to be an active part of keeping Bickerdike housing accessible and affordable and in top quality condition. Your participation starts with keeping your own home in good condition, ensuring good lines of communication with the property management office and being a good neighbor. We will try to do our best in all aspects of working with you.

Bickerdike has many opportunities for residents to be involved in the management of our housing, important community issues and enhancing family and community quality of life through one of our committees. One such body, the Bickerdike Residents Council, and its subcommittees, is comprised of individuals who have been elected or appointed by other residents to represent the priorities and interests of the larger resident body. They meet regularly with property management, produce the resident newsletter, and coordinate gardening efforts, and plan fun events and outings open to all residents. We hope you will find their many endeavors engaging.

This House Rules Handbook is meant to provide you with an overview of the rules and policies which govern our housing. **We suggest you read through it and familiarize yourself with its contents and that you keep it handy as a reference.** Thanks in advance for helping keep Bickerdike's award winning housing one of our communities' prized assets.

Yours truly,

Joy Aruguete
Chief Executive Officer
Bickerdike Redevelopment Corporation

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1. PROPERTY MANAGEMENT OFFICE ADDRESS and BUSINESS HOURS

Bickerdike Apartments
2556 W. North Ave.
Chicago, IL 60647
Telephone: 773-227-6332
Fax: 773-227-6371
Website: www.bickerdike.org

The regular business hours of the property management office are Monday through Friday from 9:00am to 5:00pm. A 24 hour answering service answers calls at all other times and will refer emergencies to appropriate property management personnel.

2. RENT AND OTHER PAYMENTS

Rent is due and payable on the 1st day of each month. All checks and money orders should be made payable to Bickerdike Apartments. Property Management staff are not allowed to complete blank money orders or checks. Therefore, all money orders and checks should be completely filled in, including the name and address of the resident the payment is intended for.

Rent can be paid in the property management office during normal business hours. Payments can also be mailed to us at the office address but should be mailed enough in advance to allow ample time for us to receive payment by the 1st day of the month. Receipts will be provided upon request.

Payments received through the U.S. mail or after hours in our overnight slot will be sent a receipt via U.S. mail.

A notice for non-payment of rent will be served if rent is not received by close of business on the 5th day of the month or the next business day if the 5th falls on a weekend. The notice will indicate how much the resident owes for rent and the date the amount must be paid. If payment is not received by the date indicated in the notice, management will send the notice to our attorney for processing in the court.

3. LATE PAYMENTS, RETURNED CHECKS AND NON PAYMENT

If rent payment is not received by close of business on the 5th day of the month (or the next business day if the 5th falls on a weekend), a late fee will be charged in accordance with your lease and to the extent permitted by law.

An NSF (non sufficient funds/bounced) check fee equal to the amount the Bank charges us for returned checks will be charged for all NSF checks. Two NSF checks will result in the resident being required to pay rent in the form of a money order or cashier's check for the

remainder of their tenancy. A resident whose check is returned NSF will receive the NSF check back, receive a notice for non-payment of rent and the appropriate late fee will be assessed. **Payment to cover a bounced check must be in the form of a money order.**

If a resident fails to pay the rent due after the service and expiration of a non-payment notice, and our attorney subsequently files a lawsuit to recover possession of the resident's unit, the resident will be required to pay the total amount of rent owed plus all court costs and fees incurred to the fullest extent permitted by law, should management decide, in its sole discretion, to reinstate the tenancy and dismiss the court case.

4. MAINTENANCE AND REPAIRS

Bickerdike wishes to ensure that all units are well maintained for residents and we need your assistance in this process.

Residents shall maintain their apartments and its appliances in a clean and safe condition. Residents shall also keep common areas, green spaces and parking areas free from litter and debris. Residents may keep lawn furniture on porches and patios; however, they may not store tires, car parts, appliances, indoor furniture, newspapers, etc., on porches or patios.

Filing a Work Order

When maintenance or repair work is needed, residents should contact the management office to file a work order. The work order will be forwarded to our maintenance department, who will address the work order within a timely fashion.. Please do not make requests of maintenance or management personnel who happen to be in or around your building.

If you have an emergency repair after hours, please see Section 7 *Emergencies*.

The maintenance and janitorial staff of Bickerdike Apts. do not install air conditioners or ceiling fans. Additionally, they do not make repairs to personal appliances.

Access to Your Unit

All Maintenance personnel are properly identified with Bickerdike photo identification badges. Do not let anyone into your home if he/she is not wearing a Bickerdike identification badge. If someone does try to enter your home without the proper identification badge, we recommend that you do not let that person in and that you call the office immediately.

It is the residents' responsibility to see that maintenance has access to your home to complete work order repair(s). Appointments are made on an as needed basis, otherwise maintenance personnel will be assigned work orders according to priority and date the work order was filed.

If maintenance personnel come to your apartment to complete a work order and no one is home, they will not enter the unit unless specific arrangements have been made or it is in conjunction with an inspection and/or emergency. They will leave a notice on the door with the date and time maintenance personnel attempted to complete the repairs. You must call the office and schedule a new time for maintenance to return to complete the repairs. Failure to provide access to management to correct needed repairs may be considered material non compliance with your lease and may be grounds for termination of your tenancy.

Completed Work

When the repair work is complete, the maintenance person will ask you to sign a work order. If you are not satisfied with the work, do not sign the work order. Contact the property manager for your property and he/she will determine what the next course of action should be. In the event you are not at home when the work in your apartment is completed, a maintenance service tag will be left in your apartment or on the door. If you are not satisfied with the work, call the office and speak with the property manager regarding the problem.

Failure to File a Work Order

If you fail to file a work order for repairs and the problem causes damage to your apartment or another apartment, you will be billed the cost of the repairs plus the cost of labor. Payment is due within 30 days of notification. Failure to pay for the cost of the repairs is cause for termination of your lease.

Windows and Screens

Screens must be kept in the windows at all times. Torn window screens will be repaired by management regardless of whether the resident has requested the repairs. Residents will be billed if screens are torn due to carelessness or abuse.

Residents who have missing screens should place a work order for missing screen replacement.

5. EMERGENCIES

If an emergency repair is needed during regular work hours, the emergency work order should be filed with the management office. If an emergency repair is required after regular work hours, the property management office number should be called and the 24 hour answering service will contact the designated staff person who will contact you to acknowledge that your call was received.

Repairs classified as emergencies will be handled within 24 hours. The following items are considered emergencies:

- Water pouring onto the floor that cannot be stopped
- Clogged toilet (if only one toilet in the apartment)
- No electricity (after checking circuit breakers where applicable)
- No heat (winter months only) after adjusting thermostat
- Gas leaks (People's Gas should be called first)
- Lock out (resident will be billed)
- Carbon monoxide detector goes off – call the Fire Department then call the management office.
- Broken windows and/or doors because of a break-in (police report required)
- Fire, call 911 first then call the office

In the event of loud music or noise after hours please call **911, do not call the office.** If the loud music or noise is an ongoing problem, please contact the Property Manager at the management office during regular office hours.

Where applicable, malfunctioning central air conditioning systems are not considered an emergency. Work orders requested for air conditioning problems will be treated as a routine work order.

Access to your Unit

In the event of a maintenance emergency, if you are not home, maintenance personnel will enter your unit to address the situation upon receiving authorization from a Maintenance supervisor and they will leave a notice indicating that they were there.

6. ANNUAL and GOVERNMENT/FUNDER INSPECTIONS

Apartments are inspected to ensure that quality housing standards are being met. The office will notify you in advance and coordinate all inspections regardless of the type of inspection. All Bickerdike employees wear photo identification badges. If someone attempts to enter your unit who is not properly identified with an identification badge, we strongly recommend that you do not let them in and that you call the office immediately.

Annual Inspections

Management shall conduct an annual inspection of each apartment. These inspections normally take place in coordination with the annual lease renewal process. Annual inspections are conducted to assess housekeeping issues, damages and any repairs which may be needed in the unit.

Significant housekeeping problems or a high amount of tenant damage to the unit, will result in a failed inspection. The resident will be notified in writing and will be scheduled for another inspection approximately 10 days from the initial inspection. If continued problems in the apartment with housekeeping or tenant abuse are found, management may take steps to terminate the residents lease.

Government and Funder Inspections

All properties have utilized a variety of government financing sources to help make them affordable for residents. Many of these sources have their own requirements and conduct their own inspections. These inspections are **MANDATORY**. Residents will be notified in advance about these inspections and are required to allow inspection of their unit by these agencies. If a resident cannot be at home for one of these inspections, management will enter the unit to allow the inspection to occur.

We are required to comply with the rules and regulations set by these financing agencies in order for us to keep each unit as quality affordable housing in our community. Additionally, for Section 8 units, if the standards are not met and the inspection is failed, the subsidy provided on behalf of the resident may be terminated by HUD or the CHA.

There are some simple but important things you can do to assure your unit and building pass these governmental inspections:

- ✓ Make sure all smoke detectors in your unit are in working order. Do not take batteries out of smoke detectors and if you do make sure you replace them immediately. This is considered an “exigent health and safety item” if it is not properly working.
- ✓ Make sure all the burners work on your stove and oven. Inspection points are taken off for every burner that does not work. Regular cleaning will prevent clogging. If they are clogged, try using a toothpick or paperclip to clean them or contact the management office who will clean them for a fee.
- ✓ Keep your unit and interior stairwells and porches cleaned up. Inspection points are taken away for things like splattered cooking oil on the walls, blocked fire escapes, garbage on porches, etc.
- ✓ Report all broken windows to management and we will replace them. Inspection points are taken away for every broken and/or cracked window, even if it is a small crack, or it was broken during the inspection.
- ✓ Remove any metal gates on any doors. This is considered a safety hazard.
- ✓ Report any refrigerator gasket (the rubber lining around the refrigerator door) which is not in good condition or has pulled away from the door.
- ✓ Make sure there is no furniture in front of windows or window air conditioning units installed in rooms that only have one window, since this is considered a safety hazard.
- ✓ Report anything to the Management Office that you think needs repair prior to the inspection such as broken outlet cover plates, any window that does not open etc.
- ✓ Furnace rooms should never be used as a storage area. Flammable items of any kind should never be placed in the furnace room; this is a fire and safety hazard.

7. LOCKS AND KEYS

Residents receive 2 sets of keys to your apartment on the day that you move in. You may not duplicate these keys. If you need additional keys or if you lose your keys, you may put in a work order at the management office. The charge for each extra key is \$10.00.

8. LOCKOUTS

In the event of a lock out, the head of household should contact the Management office during normal business hours. To gain access to the unit, the individual must:

- ✓ Be listed on the Lease or applicable HUD form; and
- ✓ Have a Picture I.D.

If the head of household wishes to authorize management to let in other members of the household in the event of a lock out, he or she must do so in advance in writing. The lockout fee during business hours is \$50.00.

If you are locked out after normal business hours, the head of household must call the answering service who will forward the message to maintenance personnel. The after normal business hours lockout fee is \$75.00.

Resident's who request lock out service more than three (3) times in a given year will be charged a \$100.00 fee for each additional lock out service. The management office will notify you of the lock out charges, which you will have 30 days to pay in full.

Please be advised that once staff has been dispatched for a lock-out, the fee will be charged.

Lock-out services are not available during the hours of 12am – 7am.

9. CHANGING LOCKS

All lock changes shall be done by management. If you wish to have your locks changed, you should call the management office and file a work order. Locks will only be changed during normal business hours and shall not be treated as emergency work orders. Residents requesting a change of locks will be billed at the going rate charged by local locksmiths for labor and materials, plus the cost of any additional keys requested. Residents may not request to have their locks changed if they have not paid for a previous change of locks or have outstanding balances.

Residents may not change or rekey the locks and may not install additional locks. Residents who alter the locks are in violation of their lease and may constitute cause for lease termination.

10. PAYMENT FOR DAMAGES AND FEES

Residents will be billed for damage to your unit which is caused by household members, or guests. Management does recognize that items such as appliances, plumbing, etc. need repairs due to normal wear and tear and residents will not be charged for this type of work.

Normal charges for resident/guest caused damages will be billed based on the current “list of charges” or the total charges from any outside contractor. Residents are expected to pay for all damage charges within 30 days of receipt of management’s bill for the damages. Failure to pay for damages is considered material non compliance with your lease and maybe cause for termination of your lease.

11. UTILITIES

You are responsible for turning on and paying for your own utilities and your utilities must be kept on. Utilities are required to be in the name of a Household member’s name 18 years of age or older.

We encourage that all residents and household members practice energy conservation whenever possible. And, consider winterizing your home to bring down winter heating cost.

Utilities Shut Offs

It is your responsibility to ensure your utility bills are paid and in the event of a shut off, that service is restored.

You must be at home to have your utilities restored. The gas company requires that they have access to your apartment and the meter room to reconnect service. If they do not have access they will not restore your service. Access to basements is not considered an emergency call and technicians who restore service do not have meter room keys. Please make an appointment with the utility companies during normal business hours for service restoration and contact the management office for access to the meter room.

Utility shut offs are considered material non compliance with your lease and cause for termination of your tenancy. In addition, please be aware that gas shut offs in winter may result in bursting pipes and residents will be responsible for all related damages and clean up costs.

12. KEYS TO UTILITY METER ROOMS

Peoples Gas, Com Ed and the City of Chicago Department of Water meter reading personnel do not have keys to the building meter rooms to allow them to read the meters. If a meter reader asks for a key please contact the management office – we will send a maintenance person to open the door.

13. COMMON AREAS

All the properties have common areas which may include parkways, lobbies, stairwells, yards (front and/or back), parking lots and back porches. It is the responsibility of all the residents to ensure that their household members and their guests keep these areas free of debris. Loitering is not allowed in any common areas. NO alcoholic beverages of any kind are allowed in any common areas.

No smoking is allowed within 15 feet of any building entrance. Many of our buildings are deemed smoke-free and no smoking is allowed in the units, common areas or grounds. **Please confirm smoking restrictions with your Property Manager.**

14. SMOKE FREE

As of January 1, 2020, all Bickerdike Apartments' units will be completely smoke-free and no smoking will be allowed in the units, common areas or grounds.

For purposes of this policy, "smoke" and/or "smoking" includes, but is not limited to smoking, burning, inhaling, or exhaling of any kind of electronic cigarette ("e-cigarette"), vaporizer ("vape") pen, lighted pipe, cigar, cigarette, hookah, marijuana, herbs, and/or any other lighted or electronic smoking equipment.

15. PARKING LOTS

For properties that have parking lots, these lots are only for use by the residents that live in the building or townhouse and have a valid parking sticker. Only one (1) vehicle sticker is allowed per household. The vehicle must be properly registered to a household member. Residents will be required to provide proof of registration and valid auto insurance. No oversized vehicles are permitted on the lot. Vehicles that do not display a valid and properly affixed Bickerdike parking sticker will be towed at the owner's expense.

In general, there are no assigned parking spaces. Accessible parking may be assigned as needed and if available. All parking in the lot is at your own risk. Bickerdike assumes no liability for loss and/or damage to vehicles parked in any Bickerdike parking lot. Car repairs, car washing and loitering are not allowed in any of the parking lots.

16. REFRIGERATORS AND STOVES

Each apartment comes with a stove and refrigerator. You may not bring in your own appliances and you may not store appliances in the building. You are responsible for keeping the appliances clean and for reporting any problems or damages to the appliances.

Failure to keep the appliances clean may cause them to malfunction. For instance, built up grease on the stove burners clogs the burners and they will not light. Dirt and food stuck to the refrigerator door gasket may cause the gasket to stop sealing the door. Food particles on the bottom of the refrigerator may cause the refrigerator to not drain.

Management strongly recommends that you thoroughly clean your appliances at least monthly.

Appliance malfunctions due to resident failure to keep the appliance(s) clean will result in the resident being charged for any necessary repair costs.

17. WINDOW AIR CONDITIONERS

All tenant supplied air conditioning units must be approved by management prior to installation because certain types of units are too large for the building electrical system. Please contact the management office to inquire about the size a/c unit allowed for your apartment.

Window air conditioning units may not be installed in bedrooms where there is only one window since this is considered to be a safety hazard by HUD, limiting egress from that unit. The maintenance/janitorial staff do not install window air conditioners.

18. BATHROOM OUTLET & KITCHEN OUTLETS

The electrical outlet in your bathroom has a safety feature called a ground fault interrupter. This safety feature ensures that if, for instance, an electrical appliance such as a curling iron or a blow dryer falls into a sink with water, the electric current to this outlet will automatically shut off to avoid a possible shock and/or electrocution. To reset this outlet, unplug the appliance and press the reset button in the outlet. If this does not solve the problem, call the office (immediately) to request assistance.

19. FURNACE ROOMS

Most apartments have their own furnace units which are located inside the apartment in a vented closet. Do not store items of any kind in this closet. Do not store any flammable substances or materials of any kind in this room since this creates a significant fire and safety hazard.

20. LAUNDRY ROOMS

There are several types of laundry facilities depending on the type of building you live in. The types of laundry rooms are: 1) apartment buildings with on-site laundry rooms located in the building, 2) apartments with washer and dryer hook ups (only) in the apartments, and 3) apartments with in-unit stackable laundry appliances. Regardless of what type of laundry facility, lint traps should be kept cleaned for optimal functioning and to avoid damage to the unit.

Apartment buildings with on site shared laundry rooms:

- No in unit washers and/or dryers are allowed
- Management reserves the right to close resident access to shared laundry rooms where persistent problems exist

- Washer and Dryer cards are available in management office. Funds must be added to cards in the management office.
- There are rules governing the laundry rooms.

Apartment units with washer and dryer hookups (only):

- If desired, residents may supply their own washer and dryer units
- Only appropriate type washer and dryer units may be installed
- Some apartments require side by side units and some require stackable units—if you are unsure ask the management office
- All resident owned washer and dryer units must be professionally installed
- Plastic pans must be installed under all washer units
- Damages due to over flow or other malfunction shall be the responsibility of the resident

Apartments with in-unit stackable laundry appliances

- These units are apartment size washer and dryer appliances – do not overfill as this may damage the appliance.
- Malfunctioning washer and/or dryer units should be reported to the management office so that a work order is filed and shall not constitute an emergency

Residents may not hang wet laundry in backyards, porches, on fences or out of the windows.

21. SMOKE DETECTORS

A smoke detector is located near the bedrooms of each apartment. Most smoke detectors in apartments are “hardwired”. While this means that they do not need a battery to operate, many units do contain a back up battery in case of electrical failure. You should test your smoke detector regularly. To do so hold in the test button for a few seconds and if the smoke detector is working, you will hear a beeping noise.

If there is a fire, or excessive smoke in the unit, the smoke detector will make a long continuous beep. If a smoke detector goes off while you are cooking, open a window or a door to let the smoke out. If a smoke detector is not working, report this to the management office as soon as possible.

NEVER DISCONNECT YOUR SMOKE DETECTOR AND NEVER REMOVE A BACKUP BATTERY (except to replace it).

REMEMBER, A DISCONNECTED SMOKE DETECTOR CAN NOT PERFORM ITS FUNCTION AND SAVE YOUR LIFE IF THERE IS A FIRE IN YOUR HOME OR BUILDING.

Removal of a smoke detector, or tampering with a smoke detector, is considered material non compliance with the lease and is grounds for termination of your tenancy.

22. CARBON MONOXIDE DETECTOR

Most units are resident heated and a furnace unit is located in your apartment. If this is the case, your apartment will be equipped with a carbon monoxide detector. Many units are now equipped with a combination smoke/carbon monoxide detector. If there is a leak in the ventilation system, the carbon monoxide detector will beep. If this should happen, turn off your heater, open a window for fresh air, call the fire department and they in turn will call the gas company. Then inform the Property Management Office as soon as People's Gas determines the cause.

Removal of or tampering with a carbon monoxide detector is considered material non compliance with the lease and is grounds for termination of your tenancy.

Some carbon monoxide detectors are battery powered and some are electrically powered and newer units contain combination smoke detector/carbon monoxide detector which are hard wired. You should test your carbon monoxide detector unit regularly by pressing and holding down the test button. Maintenance staff will periodically test units as well. Report all malfunctioning units as soon as possible to the management office.

23. ANTENNAS, SATELLITE, CABLE TV AND INTERNET WIRING

Antennas, satellite, cable TV and internet wiring for the purpose of this section includes:

- TV Antennas
- Cable TV Wiring
- Satellite Dishes
- Radio Antennas
- High Speed Internet Wiring

Most of the apartment units are wired for cable television. The hook ups are generally located in your living room and some of the properties have them in the master bedrooms. Residents cannot add additional connections in the apartment.

Satellite dishes and antenna installations are allowed in accordance with applicable federal, state and/or local laws. There are restrictions on where the dishes can be installed and the size of the dish to be installed. Contact the management office for specific instructions that affect your building. Holes cannot be drilled into the roof or the bricks of the buildings. It is recommended that the dishes be installed on a pole cemented into the ground in the rear of the building. No wiring is allowed in the front of the building. Dishes that are installed improperly will be removed by our maintenance staff.

Residents should contact the office before ordering high speed internet or cable services for specific instructions that affect your building.

All residents will be charged for damage caused to the building due to improper installation of cable wiring, internet wiring and/or satellite dishes. Reconnection charges and removed satellite dishes will be the responsibility of the tenant.

24. CARPET/FLOORING

While some apartments are tiled or have hardwood floors, many apartments have wall to wall carpeting. You are responsible for taking care of the floors and carpeting in your apartment. All carpeting should be vacuumed regularly and shampooed periodically. Spills should be cleaned immediately so that carpeting is not stained.

Do not use the iron on the floor or the carpeting even with a towel on top. The heat of the iron melts the carpet and iron marks do not come out of the carpeting. Residents will be billed for damage to carpeting. You may place area rugs or carpet over the tiled, wood or carpeted floors, however you may not tack or tape down or in any way install permanent carpeting.

25. DECORATING

Residents are not permitted to apply paint, affix any wall covering, remove interior doors, replace/alter fixtures, plumbing or cabinets without written permission from Management. Residents will be responsible for maintaining the unit in good condition and will be responsible for any and all damages. Upon move-out unit must be restored to original move-in condition, normal wear and tear excluded.

26. REMOVAL OF GARBAGE

We need your cooperation in keeping the public and common areas as clean as possible. A garbage dumpster is located in the parking area or along the alley by each building. All garbage must be placed in the dumpsters.

If you have furniture or cartons to dispose of that do not fit inside the garbage receptacle, please do not put it by the receptacle. Call the management office for instructions on disposal of oversized garbage. **If you do place bulk items on the side of the dumpster and Bickerdike receives a citation for improper disposal of garbage, the responsible resident will be billed the cost of the ticket.**

DO NOT THROW TRASH OUT THE WINDOWS DO NOT THROW TRASH OVER THE PORCH RAILING

Please do not allow small children to carry trash to the dumpsters because they cannot reach the dumpster opening and often trash is left on the ground, or is spilled all over. **If garbage is not placed in the dumpster and we receive a citation for improper disposal of garbage, the responsible resident will be billed the cost of the ticket.**

Management encourages that residents recycle all of their garbage that can be recycled. If you live in a town house, you may obtain additional city supplied trash cans from the City

by calling 311. Please do not bring these dumpsters inside the fenced in yard because it will attract rodents to the buildings.

27. OCCUPANCY STANDARDS

The following occupancy standards have been established for Bickerdike Apartments units and are based on the HUD guidelines.

In general, the following will be considered:

- size of the unit,
- sizes of the bedrooms and
- the number of bedrooms in the unit.

Additionally, the following shall also be considered:

- number of persons in the family,
- the age, sex and relationship of family members; and
- the family's documented need for a larger unit as a reasonable accommodation.

Balancing the need to avoid overcrowding with the need to avoid underutilization of the space and unnecessary subsidy (in the case of project based Section 8 units) shall be a primary consideration.

In general, a two-persons-per-bedroom standard is acceptable.

28. OTHER OCCUPANCY RULES

Adding an occupant to an occupied unit:

Only persons listed on the lease are allowed to live in your apartment. If you wish to add an additional person to your unit they must go through the application and approval process and, if approved, be added to your lease. Unauthorized occupants are a violation of the lease and are cause for termination of your lease.

Residents who wish to add someone or remove someone should contact the Property Manager.

Subletting

Residents living in **Section 8 apartments** may not sublet their apartment.

Residents living in **non Section 8 apartments** in general may not sublet their apartment. In some cases, a sublet may be permitted, such as a current non head of household resident in the unit remaining in the unit, only with the permission of the management office. If the management agrees to sublet, the person wishing to take over the lease must complete the application process and must be approved by the Bickerdike Selection Committee.

House Arrest

No resident, household member, guest or other occupant may reside in any Bickerdike unit under house arrest at any time. Any resident, household member, guest or other occupant found living in any Bickerdike unit under house arrest will be a violation of this provision and shall be grounds for termination of the tenant lease.

29. UNIT TRANSFERS

All unit transfers shall be done in accordance with Bickerdike's unit transfer policies and procedures.

Transfers for over/under occupancy of a unit

Residents that are over or under occupying an apartment due to a change in family size may be required to transfer to an appropriate sized unit, in accordance with HUD guidelines. Residents who qualify for a transfer will receive a letter from the Management Office informing the resident they have been placed on the in house transfer list for the appropriate sized unit for their household. No resident shall be eligible for a unit transfer until after 2 completed years of occupancy, and shall have no past due rent or amounts owing for damages or fees.

Once a unit becomes available, management will send the resident a letter that details the transfer process and it will also state the location of the apartment the resident will be transferring to. Transfers are conducted according to the availability of the required unit size and therefore may take up to 1 year or longer before an appropriate sized unit becomes available. The resident will be given a 30 days notice, prior to their actual transfer date. If a resident lives in a Section 8 apartment and they refuse to transfer to the appropriate sized unit, their subsidy will most likely be terminated by HUD and the resident will be required to pay market rent.

30. MOVE-IN FEE, SECURITY DEPOSIT and LEASE TERM

A move-in fee or security deposit is required for all new move-ins to the extent permitted by law. ALL residents must pay the required move-in fee or security deposit, as applicable, plus one month's rent prior to move in. The move in fee is non-refundable.

Residents who are applying to move from one Bickerdike property to another Bickerdike property shall be subject to screening in accordance with Bickerdike tenant selection criteria and must income-qualify based on the requirements and/or restrictions of that building.

All initial leases are for a period of 12 months. All non-Section 8 lease renewals are for 12 months. For Section 8 units, after the first year the leases are renewed on a month-to-month basis. Any resident who intends to move out must submit a **30 day written notice** to the management office.

A move-in inspection will be conducted with the resident at the time of move in. The resident and the leasing agent will sign the inspection form. The resident will receive a copy of the inspection and the original will be put in the resident file.

A move out inspection will be conducted with the resident at the time of move-out. The condition of the apartment is noted on the move out inspection form. Damage caused by the resident will be charged to the tenant, and if applicable, deducted from their security deposit. All residents that move out will receive a statement of any charges and/or refund of their security deposit, if applicable, not later than 30 days after the resident moves out.

In the event of a move from one Bickerdike property to another Bickerdike property, the resident shall pay a new non-refundable move in fee or security deposit, as applicable.

31. REASONABLE ACCOMMODATIONS

Bickerdike Apartments will consider residents' requests for reasonable accommodations and/or modifications in accordance with federal, state and/or local laws. Residents requesting reasonable accommodations and/or modifications must provide notice to his/her Property Manager. Upon receipt of this notice from the resident, management may seek additional information, including, but not limited to documentation and/or medical verification. Once this information has been received in the management office, the resident will be notified of management's response and next steps available, if any.

32. ANNUAL RECERTIFICATION

A recertification of residents' information, including income, will be conducted annually prior to the anniversary date of the resident's original move in date. An inspection of the unit is also conducted on or around the anniversary date as part of the recertification process.

All household members 18 years of age and older must complete the recertification process.

33. INCOME AND OTHER SPECIAL ISSUES FOR TENANTS IN PROJECT BASED SECTION 8 APARTMENTS

Residents living in project-based Section 8 buildings receive rental assistance from the Department Of Housing and Urban Development (H.U.D) and must comply with the following HUD regulations, including the following:

Any and all income changes of any person in the household must be reported to the management office. Changes in household income, including both increases and decreases to income, should be reported immediately. If the household income increases by \$200.00 or more, the resident should contact the Property Manager in the management office for

instructions on what to do next. If the household income decreases the resident should contact the Property Manager for instructions on how to proceed.

Income for all members of the household must be reported.

Failure to report income may be grounds for termination of tenancy. Residents who fail to report income will be required to reimburse HUD for the overpayment of the subsidy amount HUD. paid on their behalf.

Household members who do not receive any income must sign a zero income certification form.

34. GUESTS

Occupancy of the unit is restricted to those persons listed on the lease and /or applicable HUD form. A Resident who has unauthorized individuals residing in his/her unit shall be in material non-compliance with the lease and appropriate action, including termination of the lease, may be taken.

Residents are responsible for the behavior of their guests, in their apartments, and in common areas, at all times.

House guests will not be permitted to remain in the dwelling unit more than 2 weeks without written permission from the management office.

Guests may not stay with you for additional periods by leaving for a few days and then coming back nor can a resident have a succession of different guests staying overnight on a frequent and continuous basis.

Violations of rules by guests may be considered material noncompliance of the lease and may be grounds for termination of your tenancy. Damage to the building or your apartment by your guests will be the responsibility of the head of the household. This includes hallways, the exterior of the building, porches and lawns.

Management may evict a resident for failure to pay for damage caused by their guests or for repeated violations of the rules.

Management has the right to bar individuals from the premises. Rule violations by your guest(s) may result in their being barred from the property and/or arrested for criminal trespass. Individuals barred from the property will be notified of such in writing and a copy of this notice will be sent to the resident.

If the resident allows a barred guest in the building or on the property, they will be in violation of their lease and the house rules which may constitute cause for termination of tenancy.

35. NOISE, DISTURBANCES, LOITERING & CONSIDERATION OF NEIGHBORS

Residents will not make or permit any loud noises or odors that are objectionable to other residents or residents in the community. Residents should take special care not to disturb their neighbors after 10:00 p.m. during weeknights and Sundays, and after midnight on Fridays and Saturdays.

Do not place speakers from radios or stereo systems in the window of the apartments at any time.

The apartment is your private residence for you and your household members. Residents will not keep boarders, carry on trade or conduct a business or school out of their apartment.

Residents will not make or permit any use of the apartment for any purpose which directly or indirectly, is forbidden by law or which is dangerous to life, limb or property or which will tend to injure the reputation of the premises. This includes but is not limited to the sale of illegal drugs, use of illegal drugs and narcotics, prostitution, gambling, illegal use and storage of weapons and firearms, gang activity etc.

Residents will not allow their household members or their guests to climb on building structures, trees or fences. Residents and their guests will not be permitted to draw graffiti, deface property, damage lawns or landscaping, hallways etc. Parents will discourage playing in other residents fenced yards, or other residents doorsteps unless they have permission from that individual.

Gang activity and gang affiliations are not allowed and will not be tolerated. Residents will be evicted if their household members or their guests are involved in gang activity, illegal activity or activity of any kind that threatens or injures other residents of the property or the community.

Loitering is not allowed in the lobbies, the hallway, the stairwells, porches, courtyards, laundry rooms or any other common areas of the property. No smoking of any kind is allowed in the lobbies, hallways or stairwells of the property.

Household members under the age of 12 years must be supervised by an adult or guardian at all times while on the property.

Can't get along with your neighbor?

Management encourages residents to try and resolve issues with their neighbors before calling the office. We recommend that you try the following:

- ✓ Calmly speak with your neighbor about your concerns.
- ✓ If the conversation does not resolve the problem contact the tenant organizer for your site.
- ✓ If the problem cannot be resolved in conjunction with the organizer, call the management office and speak with the Property Manager for your site.

- ✓ If you feel threatened you should call 911 and file a police report. If you do choose to take this action you should request a copy of the written report from the police department and submit it to the management office.

36. ALCOHOLIC BEVERAGES

No alcoholic beverages may be consumed in any common areas. If residents or their guests have been drinking inside the resident's apartment, they may not engage in loud or boisterous behavior in the common areas or in any public area of the building.

37. STORAGE LOCKERS

Residents who have storage lockers must abide by the rules regarding storage lockers and may not store anything outside their lockers. Items left outside of the storage lockers may be removed by management at any time without warning. Management is not responsible for any loss. Residents may not occupy more than one storage locker at a time.

38. ALTERATIONS AND IMPROVEMENTS

Alterations, improvements or changes in your apartment require prior written permission from the management office. Upon move out the resident will be required to restore the apartment back to its original condition at the resident's own expense. Wall coverings and wallpaper are not allowed. Residents who wish to install ceiling fans, after obtaining written permission from the management office, will be required to have the installation completed by a licensed electrician.

39. HANGING PICTURES

Residents should be cautioned that hanging pictures and wall units can damage walls. Picture hangers are desirable for lighter pictures. Mirror tiles are not allowed. Residents are responsible for any damage caused by hanging pictures and will be required to repair any holes or damages created by nails or other picture hanging methods.

40. DISPOSAL OF GREASE

Grease may not be poured into sinks or toilets, as this will clog the plumbing lines. All grease should be disposed of by pouring it in a metal can or glass bottle and placing it in the trash.

41. PETS

Pets such as dogs or cats are not allowed. Residents may have small pets such as birds, gerbils, hamsters or fish, which are permitted only if they are kept in a cage and properly cared for. Residents will be charged for any damages their pets do to the apartment or the grounds. Pet sitting/the care of other's pets is not allowed in any Bickerdike unit.

42. SERVICE ANIMALS AND ASSISTANCE ANIMALS

Residents requiring a reasonable accommodation for a service and/or assistance animal must seek such accommodation from his/her Property Manager. Bickerdike Apartments makes all determinations in accordance with applicable laws and regulations. If a reasonable accommodation is granted for a service animal and/or assistance animal, the resident is required to abide by the Assistance Animal and/or Service Animal Rules and Regulations.

Please see the management office for additional guidelines and restrictions regarding assistance animals and/or service animals.

43. PEST EXTERMINATION

No less than annually, the management office will schedule an entire building to be treated by a professional exterminator. Residents will receive written notification and instructions from the management office in advance.

Residents must allow the exterminator to service their apartment. If you cannot have someone at home to let the exterminator into your apartment, you must call the office in advance to reschedule. If you are not home and you fail to call in advance, you will be fined the actual cost of bringing the exterminator back, and you will need to make arrangements with the management office to have the exterminator come back on a different day. Failure to cooperate constitutes material non-compliance with your lease.

If a resident feels that the exterminator is not being effective, they should call the office and speak with the Property Manager. Residents may not attempt their own treatment. Other methods of treatment such as bombs may make the problem worse by expanding the problem into another apartment(s).

Tenants who are experiencing problems that require additional extermination should call the management office at 773-227-6332. Glue traps and pellet packs may be picked up at the office. If you notice an especially bad rodent problem in your neighborhood, we recommend that you call the City at 311 and/or your local Alderman's office to report the problem and request alley rodent baiting.

44. RENTER'S and OTHER INSURANCE

Bickerdike is not responsible for the loss, damage or theft of your personal items. We strongly recommend that you purchase a renter's insurance policy which will potentially cover unexpected situations and help you recoup some of your losses. Renters insurance can often be obtained at a reasonable cost.

45. ACCESS TO THE UNIT

In general, property management will not enter an apartment without first contacting the resident. Residents will receive no less than 48 hours notice of an upcoming inspection. See Section 6 *Annual and Government/Funder Inspections*.

In the case of emergencies, property management will enter the apartment if the resident is not home. See Section 5 *Emergencies*. Residents who install home alarm systems should contact the management office and inform them of the alarm code. Management shall not be responsible for false alarm fines if the resident has not informed us of the code.

46. FIRE PREVENTION

Most fires are preventable and often a result of carelessness. These are some fire prevention practices we urge all residents to observe:

- ✓ Never discard a burning cigarette on the ground.
- ✓ Never leave young children home alone in the apartment. Household members under the age of twelve should always be supervised by an adult.
- ✓ Never leave your apartment when food is cooking on the range or in the oven, even if you are just leaving for a minute.
- ✓ No type of flammable material, such as gasoline or lighter fluid, should ever be stored in the apartment.
- ✓ Never barbecue on the porches.

A fire caused by neglect or disregard of safe practice, will result in the resident being charged for the cost of the damage, or the cost of the deductible from the insurance company, whichever is less. Residents who receive a 10 day termination notice must vacate the apartment within 10 days unless the breach of lease is remedied within that period of time, and provided the breach can be remedied, or legal action may be taken.

47. BURGLAR BARS

Burglar bars are not allowed on apartment doors or windows. This is considered a safety hazard because in the case of an emergency you may not be able to exit your apartment.

48. VIOLATIONS AND EVICTIONS

The manager will investigate any report of a violation of the house rules and/or the lease. If he/she feels that the report is legitimate, he/she may send a written warning notice to the tenant. If the behavior or problem continues the manager will send a letter requesting the family meet with a member from management. If the behavior or problem continues after the family has met with management to try and resolve the issues, the resident may receive a notice of termination.

If the violation is criminal in nature or is material non compliance with the lease, your tenancy may be terminated without a prior warning.

49. APPEALS COMMITTEE

Residents who disagree with a decision of management may file a request for an appeal.

To file an appeal, the resident must contact the Bickerdike Redevelopment Corporation Office at 773-278-5669 and formally request an appeal in writing. Residents must file an appeal within 10 days from the receipt of his or her termination of tenancy notice. If the resident does not request an appeal within 10 days, they lose their right to file an appeal.

Residents that receive a notice of termination must vacate the apartment within the specified number of days unless the breach of lease is remedied within that period of time, provided the breach can be remedied, or legal action may be taken. Notices for non-payment of rent are not eligible for appeal. Termination of tenancy cases already in court are not eligible to request an appeal. The resident will be scheduled to meet with the Bickerdike Appeals Committee to present their reasons for disagreeing with the termination notice. The appeals committee consists of residents and members of the community.

If it is necessary to take legal action to evict a tenant, and a judgment from the court rules against the resident and should management decide, in its sole discretion, to reinstate the tenancy and dismiss the court case the resident will be required to pay the total amount of rent owed plus all court costs.

50. GARDENS

Some properties have open space for gardens. Residents who wish to garden must do so in coordination with Property Management and in accordance with Bickerdike Apartments' gardening guidelines.

SPECIAL RULES THAT APPLY TO TOWNHOUSE RESIDENTS

51. YARDS

The properties are designed with open space for lawns and yards.

Residents who live in townhouses are responsible for the cleanliness and general condition of their lawns and yards. This includes picking up paper and garbage. All debris and personal belongings must be removed from the lawn before the landscape crew comes to cut the grass.

Hose bibs are locked. Bickerdike staff will water lawns in accordance with Bickerdike Apartments' lawn maintenance schedule.

52. SNOW REMOVAL

Residents will be required to keep their own front steps and sidewalk free from snow in the winter. The management office will provide residents with salt or sand for the ice. Management personnel will clear the main sidewalks. Residents with a physical disability that prevents them from such work must contact the office.

SPECIAL RULES THAT APPLY TO RESIDENTS WHO LIVE IN APARTMENT BUILDINGS

If you live in an apartment building, the following rules apply to you:

53. PORCHES/STAIRS/LOBBIES/HALLS

You may not store anything on the rear porches, on the front or rear stairs, in the lobbies or in the halls. This includes strollers, bikes, furniture, clothing, etc.

You may not leave trash bags or garbage cans on the porches or stairs as this will attract rodents. You may not throw garbage over the porch railings or out of the windows.

Bikes should be carried up the rear stairs only.

Barbeque grills and grilling are not allowed on any porches. This is a serious fire safety hazard. All barbeque grills found on porches will be removed and disposed of by management.

54. BALCONIES

You may not store anything on balconies, including but not limited to such items as strollers, bikes, and furniture.

No items may be hung from balcony railings, which may include but not be limited to flags and clothing.

No trash containers may be left on balconies at any time to avoid attracting rodents. In addition, no trash may be thrown over balcony railings at any time.

55. MOVING IN, MOVING OUT and DELIVERIES

New residents are required to move all items in through the rear entrances. Some of the rear entrances are locked. In these cases, you should contact the management office during office hours so we can unlock the gates. Furniture deliveries should also be taken through the back entrances. Gates will be locked at the close of business day.

56. MAILBOXES

Only those names on your lease and/or your tenant eligibility certification may appear on your mailbox. Names on the mailboxes that are not on your lease or your tenant eligibility certification form will be removed.

57. BICKERDIKE RESIDENTS COUNCIL

Bickerdike’s housing is clustered into a variety of site clusters, which each contain approximately 40 to 90 units. Each housing site holds meetings generally twice a year. Each site either appoints or elects representatives and an alternate to serve as site representatives on the Residents Council. In the event a site has no representative, any resident at the site may contact the Residents Council through one of the Tenant Organizers to express their interest in representing their site.

The Residents Council is a resident body which serves as a main decision-making and planning body of, and on behalf of, Bickerdike residents. Residents Council representatives are elected or appointed by other residents from each of Bickerdike’s site clusters and oversee programming, address tenant concerns, and monitor the work of subcommittees.

While the Residents Council has an elected/appointed membership, its subcommittees are open to any Bickerdike resident who wishes to participate. These subcommittees include the Garden Committee, Newsletter Committee, and Fundraising. Any resident who wishes to learn more about the Residents Council or any of its subcommittees or wants to get involved may do so by contacting a Tenant Organizer at the Bickerdike Redevelopment Corporation office at (773) 278-5669.

58. AMENDMENT AND APPLICABLE LAWS

Bickerdike Apartments reserves the right to amend these House Rules at any time. These House Rules are not intended for the purpose of interfering with or restricting your rights under all applicable laws, including the Violence Against Women Act and any other federal, state and/or local law. If there is a discrepancy between the House Rules and any applicable law, the law shall govern.

Acknowledgement Page

I, _____, have received a copy of the Bickerdike Apartments Resident Handbook of House Rules and agree to abide by them. I understand that violation of the Bickerdike Apartments Resident Handbook of House Rules by me, my household members and/or guests shall be considered a violation of my lease and may be cause for lease termination.

Head of Household Signature

Date

Witness/Property Management Staff Signature

Date