### Welcome!

#### Dear Resident:

Welcome to your new home with Commerce Village, LLC. We are excited of your decision to accept housing with us in what is an newly renovated, exciting and pleasant multicultural environment., Housing with us should be seen as a opportunity to obtain safe, sanitary living area which if your are eligible provides support services to help improve your financial self sufficiency.

This Resident's Handbook is a part of your welcome orientation and lease. Please read it carefully. The handbook will explain what you should expect of us and what are our expectations for you as a resident in the community. Community living is an important element of the housing we provide. All residents are expected to maintain a clean living area, comply with the rules and be respectful of other neighbors.

Your comfort, health, and enjoyment in your new environment depend on the extent to which you contribute towards keeping it a pleasant and clean place to live. There is a good reason for each rule and regulation addressed in the handbook, and we encourage you to ask us questions if you have any concerns or issues.

Welcome again to our community.

Sincerely,

Michael Wong Executive Director

## Your Housing Manager and You

Your contact will be with the Housing Manager (HM). Please speak to the HM regarding matters directly related to yourself and Commerce Village, LLC. The HM will be able to help you during regular office hours.

#### **Office Location and Hours**

- The Management Office is located at 21 Elon Rhodes Lane. in Harrisonburg, Virginia.
- The office is open Monday Tuesday thru Friday from 7a.m. to 5p.m.
- For emergency maintenance issues after regular hours, please call 432-3921.

Maintenance will only respond to emergency situations after hours.

## **Emergency Maintenance Situations:**

Overflowing Water
Lack of Heat
Burst Water Pipes
Lack of Electricity
Lock Out of Unit (Charge)
Damages to Person or Property

The applicant/tenant must abide by Commerce Village, LLC housekeeping standards (as identified in "A Clean Home Is a Healthy Home" handout, "Housekeeping Basics" DVD, and any additional resource material that helps the tenant attain a self sufficient mindset which includes home care).

[The tenant shall be under an assessment period for three to four months. For the first month, inspections will be administered on a weekly basis. At that time, the tenant will be evaluated to determine the frequency of inspections.]

#### **Your Lease**

It is important that you understand the terms of your lease. You will be given a copy of the lease at move in. Read it thoroughly and be sure to ask the Management Office to clarify any point that is not clear. This handbook is only part of the lease package.

#### **Payment of Rent**

Your rent is due and payable in advance on the first day of each month. For your convenience, you are permitted to make payment any time up to and including the fifth day of the month. In the case that your rent is not paid in full by the fifth day, then your account shall be considered delinquent. If you feel that you are unsure about when the rent is due call or stop by the Management Office. In the event that you choose to assume when the rent is due, Commerce Village, LLC is not responsible for any imputed charges on your account. You will be charged penalties on your account when rent is not paid by the fifth of the month (refer to the lease for more information on the charges). We do not make any payment arrangements on rent; payment is due in full by the due date.

\*\*\* Note: This includes any charges (work order, late charges, court costs, etc.) There shall be no payments arrangements regardless if your account balance supersedes the agreed rent. \*\*\*

Failure to make timely rent payments is a serious violation of your lease. In the event your rent is not paid as highlighted above and as identified on your lease, Commerce Village, LLC may terminate your lease. Eviction may also proceed as an effect of this lease violation. If Commerce Village, LLC is forced to file a lawsuit against you, the lawsuit will seek judgment of all rent and other additional costs owed by you. This may include attorney's fees and court costs.

When the housing manager makes any changes in the amount of total tenant payment or tenant rent; Commerce Village, LLC shall give you written notice. The notice will identify the new amount and the date from which the new rent amount will be applicable. You have the right to an explanation of how the amount is computed by Commerce Village, LLC. If you have any questions or would like an explanation regarding the computation of your rent please contact Commerce Village, LLC by mail or phone. Commerce Village, LLC will respond within a reasonable time. Rent determinations are subject to the grievance procedure, which is also a part of your lease agreement.

# Other Charges

Other charges in addition to rent that you the tenant will be responsible for (if there is such a charged incurred) could be but are not limited to the following:

Maintenance costs, late fees, court fees, lawyer fees, and any other situation where the individual(s) causes Commerce Village, LLC to incur a cost of some sort. One exception of charging the tenant shall be fair wear

# and tear, which will be at the discretion of Commerce Village, LLC.

Any charges assessed by Commerce Village, LLC shall not be due and collectible at least until one (1) week has passed and Commerce Village, LLC has given you written notice.

## **Security Deposit**

The security deposit will equal the amount of fair market rent according to the bedroom size. The security deposit may not be used to pay rent or other charges while you (the tenant) occupy the premises.

Commerce Village, LLC will use the security deposit at the termination of your lease:

- 1.) To pay the cost of rent or any other charges owed by you at the termination of the lease; or
- 2.) To reimburse the costs of repairing any intentional or negligent damages to the premises caused by you, household members, or guests.

This deposit will be refunded, with interest, after you move out if:

- 1.) Your rent is current.
- 2.) You have given proper move out notice to our office.
- 3.) You have paid for any damages, which you or your guest(s) were responsible for.
- 4.) You leave the apartment clean and remove all trash and belongings.

No refund of the security deposit will be made until you have vacated the premises and the premises has been inspected by Commerce Village, LLC. Any return of the security deposit (or any portion thereof) shall occur 30 days after you move out, less any deductions for costs as stated above, so long as you furnish Commerce Village, LLC with a forwarding address. If any deductions are made, Commerce Village, LLC will furnish you with a written statement of any such costs for damages and/or other charges deducted from the security deposit.

## **Family Changes**

The premises must be used only as a private residence and solely for you as well as the household members named in your lease.

You must let the Management Office know within fourteen (14) days if there are *any* changes to your household. This includes marriages, births, deaths, adding someone to your lease, or a change in income or employment status.

These types of changes may affect the size of the apartment you are eligible for or your rent, therefore the tenant is required to report such a change in writing within fourteen (14) days (as indicated above). Failure to notify Commerce Village, LLC of any changes to the family composition within fourteen (14) days may result in a retroactive rent charge. In the case that the bedroom size is affected Commerce Village, LLC reserves the right to make the decision on whether the family or individual needs more bedrooms or less bedrooms (see transfers section for more information).

Any additions to the household members named on the lease, which will exclude natural births, require the approval of Commerce Village, LLC. Such approval might only be granted if the new member meets Commerce Village, LLC's screening criteria; and the premises meet the size requirement, or if a unit of an appropriate size is available. You the tenant are unable to move anyone into your unit before Commerce Village, LLC is notified or makes any sort of decision regarding such matters. Failure to comply with this provision is a serious violation of a material term of your lease. Commerce Village, LLC reserves the right to terminate your lease in the occurrence of such cases.

Additionally, any deletions (for any reason) from the household members named on the lease needs to be reported by the tenant [in writing] within fourteen (14) days of the incident.

## **Transfers**

The concept of transfers consists of different principles that the tenant needs to accept if they are to continue to receive housing assistance (once the transfer issues have been triggered). These principles are as follows:

 You agree that if Commerce Village, LLC determines that the size or design of the dwelling unit is no longer appropriate to your needs you will have to move. (Commerce Village, LLC will send a written notice to the tenant informing them of the situation.)

- 2.) You shall accept a new lease for a different dwelling unit of the appropriate size or design.
- 3.) Refusal to move could lead to termination of the lease by Commerce Village, LLC.
- 4.) When a transfer request is made at the request of Management the tenant will only be charged for property damages. If there are no damages, the tenant will not be charged with damages.
- 5.) Moving expenses shall be the tenant's responsibility.

Every consideration will be given if you request a transfer. All requests must be put in writing, and details of why the transfer is being requested shall be presented. We cannot promise that your request will be granted, but we will do our best to accommodate your request. All requests for transfers will be processed and determined in accordance with the transfer priorities established in the Admissions and Occupancy Policies.

#### **Boarders and Guests**

Boarders, roomers, and/or lodgers are **NOT** permitted in your unit. Allowing boarders, roomers, or lodgers in your unit is a serious violation of your lease. In the event that the tenant decides to violate the identified rules, termination of the lease and eviction could follow as a repercussion of such actions.

Guests are not permitted to stay at your residence for more than a cumulative total of two (2) weeks per year. Commerce Village, LLC requests that any resident that have guests over two nights shall notify the office

# on the identity of the guests and how long they will be staying.

#### Pets

Please ask the housing manager for details on obtaining a pet *before* you add one to the household. Pets are permitted **only** if you have signed a pet addendum to the lease, completed a pet documentation form, and paid the pet deposit of \$300. You are limited to one (1) pet per household and dogs may not be larger than 35 pounds when full grown.

No pet is to be tied down or chained outside. Commerce Village, LLC will do an annual renewal process where the tenant will have to verify the pet's status by way of the veterinarian completing a Pet Documentation Form. If it is found that the pet is in violation on any of the rules outlined on the pet addendum, the pet will have to leave the housing premises. If the tenant opts to keep the pet, they will be in violation of the lease, which will trigger Commerce Village, LLC to terminate the lease and the program. If you have any questions about the pet policy please contact the Management Office.

# Repairs and work order billing

You are required to notify Commerce Village, LLC promptly of all known needs of repairs for maintenance to the premises, and of any known unsafe or unsanitary condition in the unit or in the common areas and grounds of the Project. Any failure to report the need for repairs in a timely manner shall be considered a contribution to any damages that occurred, which could lead to possible charges.

You agree that a duly authorized representative, agent, and/or contractor of Commerce Village, LLC will be permitted to enter your unit during reasonable hours. The staff member's purpose could include performing routine maintenance, making improvements or repairs, inspecting the unit, or any cases of emergencies that puts the tenant or the Project at risk.

When you call for a repair request, Commerce Village, LLC will attempt to provide such repair at a time convenient to you. If you are not in the unit when the staff member(s) comes to perform the repair -- your request for maintenance shall constitute permission to enter.

Things to remember while being a tenant for Commerce Village, LLC are as follows:

- All request for service and repairs will be made directly to the Management Office.
- Please, notify us immediately for any necessary repairs. Damages resulting from normal wear and tear will not be billed to you.
- Commerce Village, LLC will be sending a work order that identifies the work and repair(s) done. In addition, we will be sending you a copy of the receipt(s) regarding the hardware item(s) that we might have to purchase in order to resolve the specific problem. The work order will have a detailed account of items and labor. If you have any questions regarding the work order call the Management Office.
- Commerce Village, LLC reserves the right to have all the units ready for any sort of rental processing. This means that any damage or repairs needed shall be

addressed at the time of the occurrence. You the tenant are responsible for reporting any damage or needed repair to the unit or its surroundings. If any staff member identifies any needed repair(s) Commerce Village, LLC will proceed to fix the repair. It is important for the tenant to understand that Commerce Village, LLC plans on maintaining the units from decaying to the best of their ability by all means necessary.

\* See the no alteration policy in this booklet for more information on the matter. \*

#### **Utilities**

Your lease shows that utilities will be included in your rent.

You are responsible for television service (cable only no satellites are allowed) and phone service if you chose to have these services.

# Re-examination, Inspection, and Entry

The law requires us to review your family status and income annually.

You will be contacted by mail when it is time to begin the renewal process.

The condition of your home will also be inspected periodically. The inspection will help us plan for any needed repairs, but does not relieve you of your responsibility to report necessary repairs as they occur. General housekeeping will also be inspected on these

visits. Please refer to the PBVP guidelines identified on the Project Based Voucher Program section and the information you were given once you entered the program. If you do not have the guidelines or are not aware of them please contact Commerce Village, LLC as your assistance is dependent on those guidelines.

Commerce Village, LLC will give you twenty-four (24) hours written notice that it intends to enter your unit. Commerce Village, LLC may enter your unit at any time without advance notice when there is reasonable cause to believe that an emergency exists. If you have any questions please call Commerce Village, LLC for more information on any questions you may have regarding this matter.

## When You Vacate

Please notify the management office, in writing, at least 30 days before you vacate your apartment. When proper notice is given you will be refunded your security deposit and pet deposit (if you have paid a pet deposit) less any expenses for damages or other charges, as outlined in your lease agreement. Also, if you leave owing Commerce Village, LLC money for rent or other costs, such as work orders, you may be taken to court to recover these costs plus the court cost.

If you do not return the keys to the apartment or sign a statement that the keys were lost, you will be taken to court to regain possession of the unit and will be charged rent until we are able to regain possession. It is very important to return keys (mail and house) and parking tags at move out, because you will be charged for not returning them.

# \*\* For more information refer to the lease or contact the Management Office. \*\*

## **HOME CARE**

In an effort to improve the livability and condition of the leased premises a uniform standard for resident housekeeping has been created. Commerce Village, LLC will have a basic housekeeping training seminar in the introduction phase of the PBVP. All tenants shall be participants in the training. There will be no exceptions allowed as it will be a requirement in order to receive PBVP. Commerce Village, LLC will present a DVD (Housekeeping Basics), and will provide a handbook titled A Clean Home Is a Healthy Home. Both of these tools will be the foundational principles of the Commerce Village, LLC's home care policy. Please keep in mind that you will be evaluated as a tenant on your home care skills as identified on the PBVP Guidelines. Commerce Village, LLC will do its best to provide you with any information that will help improve your home care skills; this is under the assumption that the home care skills are lacking in some way. Should you have any questions please contact Commerce Village, LLC as it could be vital in retaining housing assistance.

The following outlines basic solutions that could help you maintain a safe and sanitary home:

### **Floors**

The tile floors should be washed with lukewarm water and mild soap, then rinsed and wiped dry. Use a water emulsion wax for polishing. Other types of wax and use of an oil mop will damage the tiles.

#### **Stoves**

Clean the enamel parts of your stove, when cold, with warm soapy water. Never use cold water to clean the enamel while it is hot or it will crack the finish. Try to protect the enamel on the stove from hard knocks that may cause it to chip.

## Refrigerators

A clean refrigerator will keep food fresher longer. You can wash the inside of the refrigerator with warm, soapy water or a solution of baking soda and water.

# **Plumbing Fixtures**

Never pour grease into the sink as this will clog the pipes. Scrape food debris into the trashcan before washing dishes. If you decide to use the garbage disposal make sure you run enough water to clear the pipes of any garbage. In addition, keep the garbage going into the garbage disposal at a minimum.

Please do not allow children to drop objects (rags, toys, soap) into the commode.

To clean plumbing fixtures use a bathroom safe cleaner.

Regular cleaning will help to prevent mold and mildew build up in the bathroom. Remember: When cleaning never mix ammonia and bleach as this mixture can give off toxic fumes.

#### **Screens and Screen Doors**

If your screens are damaged, notify the Management Office before the damage becomes too great to repair. Be sure to close your windows when away from home and keep your screens tightly latched to prevent breakage in high winds.

#### **Saving Hot Water and Electricity**

Save hot water by reporting leaking faucets promptly and only use hot water when necessary.

Be sure that all of the electrical equipment that you use is in good working order-pay special attention to cords and switches.

Do not use bulbs over 100 watts in any lighting fixture. You will save electricity by setting the thermostat at a comfortable level (not changing it back and forth), and by keeping all the windows and doors closed.

# **Alterations**

Do not make any repairs, alterations, or installations without approval from the Management Office.

**Note:** You cannot add a lock to a bedroom door just because you would like that area secure. If you change anything above and beyond how you received the apartment then you have violated the no alteration rule. If you have doubts please call the Management Office.

Do not change the door locks on your apartment. If you would like the locks re-keyed contact the Management Office.

No satellites will be allowed on our buildings. No exceptions.

## **Business and Advertising**

Business may not be conducted from your home, and advertisement signs are not to be displayed from your windows or attached to the outside walls.

# **Consideration of Neighbors**

Be considerate of your neighbors:

Play your radio or television quietly late at night. Do not allow children or guests to cause unnecessary disturbances such as stomping, slamming doors, and running in and out of the apartment.

Remind children that they should not play on other tenants' porches.

# **Yard Space and Trash**

A poorly kept yard can ruin the development's appearance. Therefore, the Management insists that the grounds be kept clean at all times-entirely free from trash, cans, bottles, loose papers, fruit peels and other food items, and any other discarded materials.

The Authority will purchase a trashcan for your use, which will have your address number on it. You will be billed for the trashcan on your rent statement. Please keep in mind that leaving loose trash bags outside allows

animals to scatter the trash. In addition, trashcans are to be kept in the back of the unit after trash day pick-up.

Grass will be cut when necessary to maintain a neat yard. Maintenance will mow your yard at no charge. However, the tenant has the responsibility of maintaining the yard and its surroundings clear and clean (refer to your lease as it states your duties). If the tenant fails to maintain the yard clean and clear Commerce Village, LLC will notify the tenant of the violation. The tenant shall receive three warnings before a fine is imposed on the tenant. On the third offense, the fine will be a \$25.00 dollar charge. In the event that the tenant continues to violate the rule, any charge there after shall be \$50.00.

Do not prune any trees or shrubs on the property; the Management Office will handle this. Do not allow children or guests to climb the trees on the property.

### **Snow and Ice Removal**

You are responsible for clearing your steps as well as the sidewalk (in your area) in a 24-hour period.

## **Security**

The PBVP will have security cameras all over the project. The cameras are linked with the Police Department. Commerce Village, LLC will now have the capability of using the recordings of the cameras as evidence for any criminal activities and lease violations.

There will be no excuses on terminations and evictions, because of our new security systems. Commerce Village, LLC will rely on its own security program in any eviction and termination of the lease. Should you

have any questions on rules or anything of the sort contact or stop by the Management Office.

### **Cautions and Precautions**

Please try to prevent careless accidents to yourself and others. Here are a few tips:

- -Do not park bicycles, roller skates, marbles, toys, etc. in halls, landings, entrances, steps, or sidewalks.
- -Do not place flower pots on outside windowsills.
- -Do not allow ice or snow to remain on your steps or sidewalks.
- -Do not allow guests or household members to throw objects on to the lawn.
- -Do not store paint or gasoline in your home.
- -Do not store lawnmowers or mopeds inside your apartment.
- -Do not listen to gossip regarding housing issues. Check with the Management Office if you have questions.

# **Amendments to the Resident Handbook**

Commerce Village, LLC reserves the right to amend the Resident Handbook at any time with or without notice, as applicable, unless otherwise provided by law.

# **Notes**

<sup>\*</sup>Handbook revised April 2009-replaces any and all prior tenant handbooks.\*