

## Additional Terms and Conditions to Lease Agreement Code of Conduct

The mission of Live Oak Apartments is to provide safe and permanent housing for people experiencing homelessness or at risk of homelessness. This project strives to provide a runway to re-stabilization and independence through strong support services that are tailored to the needs of each occupant.

At all times, households living at Live Oak Apartments must agree to the following expectations of behavior. These rules apply to residents, staff, volunteers, and visitors, and are renewed annually. As needs arise, policies or guidelines may need to be modified and notification will be posted on apartment doors and in the lobby. Program participants and their guests are required to comply with these posted policies, guidelines, and/or rules.

During the Lease Agreement term, or during any extension term, the property management may terminate the occupancy for good cause. Good cause must be something the household did or failed to do. During agreement term or during any extension term, other good cause may include the following actions or failure to comply with the following conditions:

### Section 1: Responsibility to the community

1. Residents are to treat other residents, neighbors, project staff, and visitors with courtesy and respect at all times. Residents' conduct and the conduct of their visitors are required to be in a manner which will not disturb neighbors' peaceful enjoyment of their accommodations or workplaces.
2. There are designated outdoor areas for smoking and hanging out. It is prohibited for resident or guests to do these activities on neighboring properties. All behavior expectations laid out in this agreement for activities within the building are extended to neighboring properties for you and any of your guests. Repeated complaints for nuisance could result in agreement violation and/or eviction.
3. There is a quiet time between 10:00 p.m. and 8:00 a.m. Please limit conversations in the hallways and turn down volume of devices in use, such as TVs, radios, etc. At all times residents will be aware of close quarters and maintain reasonable levels of noise, music, and activity.

### Section 2: Responsibility to the building and to the apartments

1. You are required to report any maintenance issues. Please report to property management or support staff immediately upon notice or observation of issue.
2. All rooms are inspected quarterly during tenancy;
  - a) If a household fails an inspection, they will be required to correct the identified issue. Live Oak Apartments support staff can help with support of their case manager in life skill development or if an IHSS worker or other supports are needed.
  - b) Belongings must be stored appropriately and no more than 10 ft<sup>2</sup> of floor may be covered in storage of resident's belongings, i.e., boxes, suitcases, bags, etc. If not already in the room, shelving is available to residents through the property management office, one per unit.

- c) No furniture may be brought into the building without prior approval. This is necessary to reduce the introduction of pests into the building. Only furniture needed for medical reasons will be approved. Furniture from the room may only be removed with prior approval.
  - d) Trash receptacles must be used both in private rooms and in common areas. Buildup of trash or littering will not be tolerated, including cigarette butts.
  - e) Any household items provided by Live Oak Apartments at Move-In shall be inventoried. Returning items in good condition is required, with only normal wear and tear.
3. Walkways, hallways, and common areas must be kept free of clutter and resident's personal items.
  4. All vehicles will be parked in designated parking areas only.
  5. Vehicles must be licensed, insured, and in running condition. Mechanical work is prohibited on the premises. Vehicles may not leak oil, gas, or other fluids. With written permission and a plan of action, Live Oak Apartments may work with you to facilitate these conditions being met for your vehicle as part of your Goal Plan.
  6. Recreational vehicles, such as RVs, trailers, motor homes, etc., cannot be parked on the premises and must be stored at another location.
  7. Only one vehicle per adult resident is allowed. If you have more than one vehicle you will have to make arrangements to be stored at a different location.
  8. Destruction of property belonging to another or belonging to Live Oak Apartments is prohibited.
  9. Guests may not bring pets on the premises, only service dogs that meet ADA certification are allowed.

### **Section 3: Responsibility for guests and visitors**

1. You are responsible for the behavior of your guests. Live Oak Apartments reserves the right to deny entrance to visitors who have violated the Code of Conduct or who are trespassing. All visitors must pass through the front lobby and sign in and out. You must meet your guest in the lobby. Letting visitors in through any of the other access doors will create a violation of this agreement and a verbal warning will be given. If this violation occurs a second time a written warning will be given, the third time will result in a Resident Action Plan and put your housing in jeopardy. If any resident or authorized guest is harmed by visitor let in by your household your housing may be in jeopardy without the process of giving previous notices.
  1. Under no circumstances may the same visitor stay overnight for more than 10 nights in a six-month time period. Any visitor on-site who spends more than 4 hours during the quiet period from 10 pm to 8 am. Any overnight guest must register before they stay over in the Property Management office during business hours.
  2. Due to the occupancy restrictions of the building, no more than two overnight guests are allowed in a single unit at one time.
  3. Visitors must sign in before 8 pm to have access to be escorted beyond the lobby. In/out privileges are allowed but you must accompany your guest to and from the lobby in each instance.
  4. Visitors are not to be left unattended in your room or hallways.
  5. Guests are not to knock on door of the residence of other tenants without going back to the lobby to sign in and wait for them to be met by that other resident.

### **Section 4: Responsibility to safety**

1. Conduct endangering the life, safety, health or well-being of others is prohibited, even if the person did not intend to endanger anyone.



2. No violence, including physical, non-physical threatening or intimidating behavior will be allowed. In such cases where appropriate, police will be called and legal limits will be set. Immediate actions will be taken to end tenancy where fitting, including the immediate termination of residency.
  - a. Support to resolve disputes with other tenants, neighbors, or staff is available. Aggression or retaliation against other tenants, neighbors, or staff is not allowed and will result in a violation of this agreement and eviction from property.
3. The use of candles and incense are prohibited due to the high risk of fire and threat to safety to other residents. Possession of other combustible materials is also strictly prohibited.
4. Walkways, hallways, common areas, must be kept free of clutter and resident's personal items.
5. Live Oak Apartments is not responsible for lost or stolen property. Your belongings should be properly stored and not kept in common areas.
6. Bringing unauthorized materials such as firearms, weapons, or similar items onto the property is prohibited.

### **Section 5: Responsibility to a smoke-free environment**

1. Smoke Free Housing: Due to increased risk of fire and the known health effects of secondhand smoke and vapor, this housing is smoke and vape free for all residents;
  - a. Smoking/vaping and the use of the electronic cigarettes shall be prohibited in all indoor areas of the building, including personal rooms, common areas, restrooms, lobbies, and any other enclosed area. Smoking and vaping shall be prohibited in all outdoor areas with the exception of the designated smoking area. Smoking and vaping is prohibited in parking lot, in front of building, and on adjacent properties.
  - b. It is the responsibility of the resident to notify any of their guests of these rules as they apply to them. Resident is responsible for the actions of their guests.
  - c. Complaints or information regarding violation of this policy should be given to the property manager onsite. Please do not approach other tenants.
  - d. Live Oak Apartments shall take all reasonable steps to enforce the smoke-free environment, but Live Oak Apartments is not a guarantor of a smoke-free environment.
2. Use of chewing tobacco or other oral tobacco products are prohibited from all public and common areas including, but not limited to, the property management office, lobby, laundry room, community and meeting rooms, walkways, parking lots, and recreational areas.
3. Use of marijuana is prohibited on premises, including but not limited to, personal rooms, common areas, outdoors, and on adjoining property. This project is federally funded and prohibits the use of cannabis.

### **Section 6: Responsibility to a drug-free environment**

1. Use of recreational cannabis and street drugs is prohibited on premises, including but not limited to, personal rooms, common areas, outdoors, and on adjoining property. This project is federally funded and prohibits the use of recreational cannabis.
2. Use of alcohol, recreational cannabis, or street drugs in the immediate vicinity, including neighboring properties, is prohibited.



**Section 7: Responsibility to yourself and your household**

If you have any condition, circumstances, or a history of drug and/or alcohol use that you think may jeopardize your ability to successfully fulfill living in this environment, there are supports available to help you address these challenges within and outside of our program. Live Oak Apartments will not discriminate or deny you housing based on your diagnosis. Behavior expectations are required to be met regardless of disability. This environment is supportive and will help link to services that may help to improve your success in continuing stable housing.

The management may immediately terminate the tenancy during the term of this agreement if any member of the household, a guest, or another person under a resident’s control commits any of the following types of crimes:

1. Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of the premises by, other residents (including property management staff residing on the premises);
2. Any criminal activity that threatens the health or safety of, or the right to peaceful enjoyment of their residences by, persons residing in the immediate vicinity of the premises;
3. Any violent criminal activity on or near the premises;
4. Any drug-related criminal activity on or near the premises.

Non-compliance: Failure to abide by this Code of Conduct is considered a violation of this agreement.

Live Oak Apartments **does not discriminate on the basis of sex, disability, race, national origin or sexual orientation.**

I have read and understand my rights and responsibilities as a resident of Live Oak Apartments. I agree to comply with all rules and agreements.

Tenant(s):

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

Owner / Manager / Agent:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

