

Zoning Board of Appeals
Approved, October 29, 2020
ZBA FY2020-39

HOUSING MANAGEMENT RESOURCES
16C NORTH MAPLE STREET
FLORENCE, MA 01062
413-570-4916
413-570-4921- FAX

SAMPLE
RESIDENT HANDBOOK FOR AMHERST STUDIO APARTMENTS
132 Northampton Road
Amherst, MA 01002

It is our intention and purpose to operate AMHERST STUDIO APARTMENTS as an outstanding residential development. Housing Management Resources (HMR) will strive to render prompt, efficient services and will maintain this property in the best manner possible.

Your cooperation is greatly appreciated in adhering to the rules set forth in this handbook. Any expense incurred by the Management as a result of violation of these rules will, insofar as feasible, be assessed against the resident responsible.

Promptly notify the Management of any needed repairs to equipment or fixtures. This community is your home; we request that you treat it that way and make it an attractive and safe environment for all.

Management reserves the right to change these policies whenever they believe it is in the best interest of the property and the residents.

EMERGENCY TELEPHONE NUMBERS

FIRE.....911
AMBULANCE.....911
POLICE.....911

EMERGENCY MAINTENANCE REQUEST

For after hour emergency maintenance requests (after 5 P.M.) please call (413) 570-4916. When calling in your request, we ask that you give the nature of the emergency, name, full address, and phone number.

All routine calls and general maintenance calls should be called into the office during regular business hours Monday – Friday- 9 a.m. - 5 p.m. After hours, weekends and holidays you should call (413) 570-4916.

1. **AIR CONDITIONERS:**
Window air conditioning units are not permitted at this property, as it is equipped with central air conditioning, including temperature controls in each individual apartment.

2. **ANTENNAS:**
Installation of CB or any other auxiliary antennas is ***expressly forbidden*** on the building or anywhere else on the property.
3. **APPLIANCES:**
For your convenience, your apartment is equipped with a range (oven and cook top), a microwave, and a refrigerator. You are required to use the appliances in the manner they were intended. The use of hot plates, toaster ovens, or space heaters are strictly prohibited. Additional refrigerators/freezers are only allowed with permission from HMR.
4. **ATTACHMENTS AND ALTERATIONS:**
No attachments or alterations to any portion of the apartment or exterior of the building are permitted unless explicit permission is given by the Management.
5. **BICYCLES:**
Tenants may store bicycles only in the covered bicycle rack provided on the property. It is prohibited to bring bicycles into or store them in the building. Tenants are advised to lock bicycles stored in the common bicycle rack.
6. **CABLE TV / PHONE / INTERNET:**
Your building is equipped for cable TV, phone, and internet services. You must make your own arrangements for these services with area providers.
7. **DISPOSAL OF LARGE ITEMS:**
If you have large items to dispose of, please contact the management office and we will help you arrange for proper disposal of the item. You are not allowed to dispose of any large item in the dumpster. If you dispose of an item in the dumpster you will be charged for the disposal.
8. **DISTURBANCES, NOISES, ETC.:**
Loud noises and other disturbing acts in the apartment or on adjoining property that interferes with the rights, comforts, or convenience of other residents are prohibited at all times. Repeated disturbances are a lease violation and the basis of termination action. Tenants shall observe quiet hours between 10 PM and 8 AM.
9. **DRUGS:**
Resident, guest, or other person under the Resident's control **shall not engage in criminal activity, including drug-related criminal activity**, on or near property premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, or use, or possession with intent to manufacture, sell, distribute, or use of a Controlled Substance 21 U.S.C. 802.
 - a) Resident, guest, or other person under the Resident's control **shall not engage in any act intended to facilitate criminal activity**, including drug-related criminal activity, on or near property premises.
 - b) Resident **will not permit the dwelling unit to be used for, or to facilitate, criminal activity**, including drug-related criminal activity, regardless of whether the individual engaging in such activity is the resident or a guest.
 - c) Resident **will not engage in the manufacture, sale, or distribution of illegal drugs at any location**, whether on or near the property premises or anywhere else.

- d) Resident, guest, or other person under the Resident's control **shall not engage in acts of violence or threats of violence**, including, but not limited to, the unlawful discharge of firearms on or near property premises.
- e) VIOLATION OF THE ABOVE PROVISION SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this policy shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

10. **ELEVATOR**

The elevator is provided as a service and should be used as such. There is NO SMOKING allowed in the elevator at any time. If you are aware of a maintenance issue with the elevator, please contact management immediately.

11. **ENTRANCES AND HALLWAYS:**

In compliance with the Fire Code, no articles are to be left at the entrances of the hallways and doorways at any time. All entrance and hallway doors must be kept closed. No doors are to be propped open at any time.

12. **FIREARMS/WEAPONS:**

Resident, guest, or other person under the Resident's control **shall not engage in acts of violence or threats of violence**, including, but not limited to, the unlawful discharge of firearms on or near property premises. Firearms and/or weapons of any kind are strictly prohibited. Weapons include, but are not limited to, guns, knives, martial arts weapons, etc.

13. **FLOOR CARE:**

In most cases, dusting will be all that is necessary to care for your flooring. Spills may be blotted up with a damp cloth or sponge. It is important not to soak your flooring with soap and water, as this type of treatment will damage the finish.

14. **GUESTS:**

Each tenant will assume full responsibility for the appropriate conduct of his/her guests. The rules in this Handbook apply to all guests. Residents must make sure that their guests abide by the rules of this handbook and are responsible for guests who violate these rules.

Guests are not permitted on the premises after 10:00 pm or before 8:00 am. Guests are only allowed on the premises between the hours of 8:00am and 10:00 pm.

Overnight guests are only permitted with prior notice to Management and may only stay for a period up to and include 3 consecutive nights. Management reserves the right to deny overnight guests or change this policy should there be any problems.

15. **HEATING:**
Your rent includes heat and air conditioning and you have an individual thermostat in your apartment. Thermostats can be adjusted within minimum and maximum settings. Levels of heat are more than adequate and are always within the requirements of the housing code standards.

Heat, however, is not unlimited and conservation of energy is required by all residents. At no time should tenants be running heat and having windows open. If your heat is not working, you should call our office for service. Our maintenance staff will service the problem and call in additional repairmen, if necessary.

Space heaters, electric or otherwise, are not permitted in the apartment, they are a ***Fire Hazard***.

16. **INSPECTIONS- ANNUAL**
It is our policy to conduct annual preventive maintenance inspections of all apartments. These inspections are done so that HMR can proactively assess maintenance needs. Each resident will be informed of the annual inspection in advance of the scheduled date in writing. The annual inspection does not replace your obligation to inform HMR of maintenance needs as they occur.

INSPECTIONS-HOUSING AUTHORITIES AND CONTRACTOR

It may also be necessary to conduct other periodic apartment inspections, of which you will be notified. You will be informed, in writing, in advance of the inspection, and your cooperation is appreciated. The annual maintenance inspection does not replace your obligation to inform us of maintenance needs as they occur.

17. **INTERCOM**
The intercom system is provided as a means of security for the building. Please report any problems with this system to management at once. At no time should you use the system to allow anyone into the building that you do not know personally. Do not allow unknown people into the building by buzzing them in with the intercom system. Any resident violating this rule will be subject to termination of their lease.

18. **KEYS AND LOCKS:**
Apartment and mailbox keys are issued at the time of occupancy. Alterations or replacement of locks or installation of bolts, door knockers, mirrors or other attachments to the interior or exterior of any door is prohibited. Tenant will be charged for any replacement keys and/or lock changes required because the resident loses their apartment or mailbox key.

19. **LAUNDRY AREA:**
The laundry room must be kept clean at all times. A trash receptacle is supplied for rubbish. Please be sure that the lights are turned off, when you leave the area. Laundry should be done between the hours of 8 a.m. and 10 p.m. only. Only Tenants, or their Home Health Aides, may use the laundry facilities.

20. **LIGHT BULBS:**
Each apartment will be equipped, at the time of occupancy, with electric light bulbs. Please contact the office when bulbs need to be replaced.
21. **LOCK-OUT CHARGES:**
Authorized personnel will admit residents who have been locked out of their apartments, upon presentation of proper documentation/identification. However, a charge will be levied and resident will be responsible for paying such charge within 30 days.
Lock out charges as follows: Weekdays: \$10.00, Weeknights \$20.00, Weekends \$25.00 and Holidays \$30.00.
22. **LOITERING:**
Loitering in front of the building, either by residents, their guests, or non-residents, is not permitted.
23. **MAINTENANCE:**
Please make requests for repairs or maintenance by telephoning the management office between 9 a.m. and 5 p.m., Monday through Friday at (413)570-4916. During times that the office is closed or on weekends or holidays please also call (413)570-4916 and leave a message. No routine requests should be called in at night, weekends or holidays. No charge is made for repairs or adjustments to residents' unit unless necessitated by negligence or mistreatment. Charges payable by the resident will be due in full within 30 days of billing.
- When you request maintenance service, the maintenance staff will enter your apartment to do the work unless you designate differently. ***If there is a maintenance emergency, staff will enter without permission.*** Maintenance staff work between the hours of 8:00am and 4:00pm. They are not available to do work, except emergencies, during non-work hours. Therefore, if you do not want maintenance to enter your unit unless you are at home you must make arrangements to be home during work hours.
24. **MOVING OUT:**
A calendar month's written notice effective on the last day of the month, must be given to Management to meet your obligation when you wish to vacate. If you are receiving a subsidy from a housing authority or rental assistance program, you must provide them with a copy of the notice.
- You are expected to leave your apartment in a clean and neat condition, and to remove all of your belongings from the apartment and storage area. If items are left behind, they will be considered abandoned and will be disposed of with an appropriate charge against your security deposit. Separate charges will be assessed for the dumping of large items of furniture and for appliances. You will also be charged for any damages to the apartment, excepting normal wear and tear.
25. **OCCUPANCY:**
All apartments at 132 Northampton Road are single person occupancy. You are the only person allowed to reside in your apartment. Please see information above regarding

policy for guests.

26. **PEST CONTROL:**

Management provides pest control services (extermination). Please contact the office if you have a specific problem. Your cooperation is needed so that a pest free environment is enjoyed by all residents. You must not leave opened food containers or dirty dishes in your apartment. Garbage should be brought out to the dumpster and not left in your apartment.

27. **PETS:**

No pets are allowed. If you have a service animal, please contact Management so they can review documentation with you.

28. **PICTURE HANGING:**

When one desires to hang a picture, please use small combination nail and picture hanger unit that can be purchased at any hardware or department store. Please **DO NOT** use sticker type of hangers as when they are removed, they damage the wall surface.

29. **REFRIGERATORS:**

Please defrost your refrigerator regularly. This keeps the refrigerator working more efficiently, less costly to run, and prevents maintenance problems. It is also important to keep the floor underneath your refrigerator free of dirt and dust, to keep the compressor from getting clogged.

30. **RENT:**

All rents are due on the first of each month. **Monthly bills are not rendered, and cash is not accepted.** Please make checks or money orders payable to: _____ and mail or deliver to the management office. Please write your apartment number and street address on your check or money order, so that it is properly credited to your account.

There is a charge for any check returned for insufficient funds. This is charged to your account and should be paid promptly.

Legal notices are issued if rent payments are not received by the 5th of each month. If a nonpayment case against you is filed with the Housing Court and you do not pay by the entry date on the Summary Process, you will be charged for the legal costs. These charges will be billed to you.

If you are receiving a subsidy from a housing authority or another agency, they will receive a copy of the legal notice.

31. **RENTER'S INSURANCE:**

HMR recommends renter's insurance coverage for all residents. Property Insurance that is carried to cover the building does not include coverage for the personal belongings of residents.

- a. The importance of renter's insurance is to cover your personal property in case of theft, fire, flood, or any other incident/natural disaster that may occur without warning.
- b. Landlord is not responsible for replacing personal property of the resident.
- c. Landlord's insurance does not provide coverage for personal belongings of the resident.

- d. Landlord's insurance does not provide liability coverage for the acts or omissions of the resident. In fact resident must pay all costs of repair if damages are due to negligence of the resident(s), guest(s), or family member(s).

32. **SCREENS:**

Damaged or missing screens must be reported to Management. Once reported, maintenance staff will remove and repair/replace the damaged screen(s).

Residents are responsible for the repair/replacement costs of screens if the damage/loss was a result of tenant negligence.

33. **SECURITY**

Locks are changed after each tenancy to ensure the security of new residents. It is important that you use these locks, and keep exterior common doors closed and locked at all times.

Residents can provide the best building security by reporting immediately any problems with unauthorized people in the building, alarm systems, lighting, etc. Residents must only allow their visitors into the building through the intercom system. Do not allow unknown people into the building by buzzing them in with the intercom system.

Residents are not permitted to install security alarm systems in their apartments.

The Fire Escape Exits are only to be used during emergencies. Residents are not allowed to use these exits at any other time.

34. **SHOWER UNITS:**

Shower units should not be cleaned with an abrasive cleaner. This type of cleanser will scratch the surface making it dull and difficult to clean. We recommend a liquid cleanser.

35. **SIGNS AND ATTACHMENTS:**

No items shall be placed on, or hung from the outside of the building, windows and/or, doors. No signs or advertising notices of any kind shall be attached to any part of the outside of the building. Management has the right to remove any such signs or attachments without notice.

36. **SMOKE DETECTORS/FIRE PROCEDURES:**

Each unit is equipped with a **hard-wired smoke detector.** Hard-wired smoke detectors may or may not have a battery back up.

If the smoke detector begins to give off a periodic beep, it means there is a problem.

Please call the office and report this.

Tampering with the detector, turning the circuit-breaker to the "off" position is a violation of the lease. Tenants are advised that tampering with smoke detectors will cause the alarm to sound.

The hallways are also wired with smoke detectors. If the alarm goes off, please vacate the building immediately by going to the nearest available exit.

37. **SMOKING:**

This is a non-smoking building and non-smoking property, with the exception of one outdoor designated smoking area. A cigarette disposal container / ashtray is provided in the designated smoking area. No smoking materials or cigarette butts shall be thrown on the ground in any location. Tenants who are smoking shall ensure that all smoking

materials are properly extinguished so as not to pose a fire risk.

38. **SOLICITING:**
Soliciting of any type is not permitted, except by individual appointment with resident. Residents should notify management if an uninvited solicitor appears and appropriate action will be taken.
39. **SUPPORTIVE SERVICES:**
All residents are encouraged to avail themselves of on-site service coordination provided by the Resident Services Coordinator. Services are provided for the benefit of residents. Participation in services or service coordination is voluntary and not a condition of tenancy.
40. **TRANSFER:**
It is not our policy to transfer residents from one apartment to another, except in extreme circumstances.
41. **TRASH:**
Please keep the premises clean by using the dumpster located outside. It is imperative that all trash be put in bags and placed in the dumpster. Trash must not be left on the steps or hallways at any time. A separate dumpster is provided for recyclables.
42. **UNLAWFUL ACTIVITY:**
Tenant agrees not to engage in any unlawful activity at the property, including but not limited to:
- Using, distributing, or possessing illegal drugs,
 - Theft or possession of stolen goods,
 - Violence against tenants, staff or others,
 - Prostitution or promotion of prostitution.
43. **WATER BEDS:**
Water beds are not allowed.
44. **WATER USAGE:**
Residents are expected to conserve water. Please report any leaky faucets or running toilet immediately.
45. **WINDOW SHADES, BLINDS AND CURTAIN RODS:**
Window blinds are provided in your apartment, as well as hardware to install curtains.

Installation of sheets, bedspreads, etc., in place of shades or blinds is not permitted.
If blinds are replaced as the result of other than normal wear and tear, residents will be charged.

My signature below indicates that I have received a copy of the Resident Handbook for 132 Northampton Road a property managed by Housing Management Resources (HMR). By signing

this document, I agree to abide by the rules and regulations outlined in the Handbook.

Signature

Date

Property Manager

Date