



# RESIDENT HANDBOOK



**Avesta Housing improves lives and strengthens communities  
by promoting and providing quality affordable homes for people in need.**





**AVESTA HOUSING HEADQUARTERS  
307 Cumberland Avenue  
Portland, ME 04101**

**Toll free: 800-339-6516 (voice/TTY)  
Phone: 207-553-7777  
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**AFTERHOURS MAINTENANCE  
EMERGENCIES**

**Toll free: 800-339-6516 (voice/TTY)  
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## **AVESTA HOUSING WELCOMES YOU**

Avesta welcomes you to your new home. We express our earnest hope that your residency will result in good health and happiness for many years to come.

We think of Avesta as a community. Each of us, residents and management alike, must strive to make our community the best possible. This can only be done through open communication with each other. Please do not hesitate to bring a problem to our attention.

This handbook is designed to provide information regarding the many conveniences and services Avesta offers you. It also discusses a few rules and regulations which we feel are necessary for a happy relationship. These rules and regulations are considered as part of your lease.

Please read it carefully and let us know if we can be of assistance.

### **THIS DOCUMENT IS AVAILABLE IN THE FOLLOWING ACCESSIBLE FORMATS:**

- **LARGE PRINT**
- **AUDIO FORMAT**

### **IMPORTANT PHONE NUMBERS**

Avesta Housing Management Office 1-800-339-6516 or 207-553-7777 (TTY / VOICE).

Avesta 24-hour Emergency Maintenance Phone Number  
(207) 553-7779 or 1-800-339-6516 (TTY / VOICE).

If you use a Teletype, call 711 for the relay service and give them the Avesta phone number.

In case of emergency (Police, Fire, Rescue) refer to your local phone book.

### **AVESTA OFFICE HOURS**

Our office is open Monday through Friday from 8:30 a.m. to 4:30 p.m. If you need to see your Property Manager or Resident Service Coordinator, please call the office to make an appointment. The office may be closed due to adverse weather conditions. For your convenience, if the person you are calling is not available you may leave a message on their personal voicemail.

## THE AVESTA HOUSING MANAGEMENT TEAM SERVING YOUR NEEDS

As a resident in a building managed by AVESTA you will have contact with the following team of employees:

**Senior Property Manager/Property Manager/Assistant Property** – The Senior Property Manager, Property Manager and Assistant Property Manager(s) work together with the Maintenance Technician and Resident Services Coordinator to manage the day to day operations of the community. They provide orientation for residents at the time of move-in, monitor lease compliance and ensure the community’s financial stability.

**Maintenance Technician** - A Maintenance Technician will provide general repair and maintenance services for the buildings and grounds at your community. A Maintenance Technician is on-call 24 hours per day to provide evening and weekend emergency coverage.

**Resident Services Coordinator** - A Resident Services Coordinator's responsibility is to assist residents in obtaining the services they may need or want to enable them to maintain independence. They assist with conflict resolution, make referrals to appropriate service agencies, provide information to residents and develop and facilitate programs within each community to meet the needs of the residents.

**Regional Property Manager** – The Regional Property Manager oversees and supervises the property management team.

## EMERGENCIES / SAFETY IN YOUR HOME

### Emergency Pull Cords

Emergency pull cords are located at some of our properties. At those properties, the cords are located in the bedrooms and bathrooms of each unit. In essence, these cords are provided for your use in case of an emergency. If pulled, a local alarm may sound, a light outside your apartment door may illuminate, and in some cases a signal is sent to a panel which may be monitored and emergency services may be provided. If your system is not monitored, you cannot rely on an immediate response. And, if your system has only local alarms and lights, a response is conditional on your neighbors hearing or seeing your alarm.

Pulling this cord is not a substitute for dialing 9-1-1 in the case of any emergency. For all emergencies 9-1-1 should be dialed from your phone and the appropriate emergency services will be provided by those authorities.

Because your property is for “Independent Living”, it is your responsibility to understand the system in place (where provided) and its limitations. We are not an emergency response team, and do not provide systems to substitute for traditional emergency reporting/responding.

Please contact your Property Manager for further detail.

## **Injury and Accident Reporting**

It is Avesta's commitment to provide your community with a decent, safe, and sanitary environment. We have systems in place that to the best of our ability prevents adverse issues and situations from occurring and addresses them as they arise. Unfortunately, we cannot plan for and/or prevent every possible issue and situation at your property.

Because your property is for "Independent Living", it is your responsibility to continuously assess your unit, common area, property and community conditions and promptly report any deficiencies to your Property Manager, Resident Service Coordinator, and/or Maintenance Technician. These Avesta staff members will document identified deficiencies, resolve the issue(s), address the situation(s) and set a plan in place to prevent them from recurring. Similarly, if a resident, family member, guest and/or visitor incur an injury and/or accident, it is your responsibility to follow the appropriate emergency procedures for the given issue/situation and contact your Property Manager immediately to document, resolve, and address the issue/situation and set a plan to prevent it from recurring.

Please contact your Property Manager for further detail.

## **Fire Procedures**

In the event you find a fire:

- 1) Leave the building immediately.
- 2) Notify the fire department (from a phone outside of the building if possible).
- 3) If a fire is in a hallway - do not open your door, remain in your apartment and wait for assistance.
- 4) The fire department will aid in assisting people in leaving the building.
- 5) Call and report the fire immediately to Avesta (from an outside phone if possible).
- 6) The fire department will conduct a head count. Do not re-enter the building until the fire department gives an all clear report.

Things to remember:

- 1) Elevators do not work when fire alarm is activated. Use the stairs.
- 2) If you must evacuate the building and there is time, please:
  - a) close all windows and doors
  - b) leave door unlocked
  - c) use the stairs
- 3) You are not authorized to represent Avesta Housing Management Corporation to any news person, please refer them to Avesta Housing at 1-800-339-6516.

In the event of a death:

- 1) Do not move the person
- 2) Cover him/her with a blanket or sheet
- 3) Call police department and wait for them to arrive
- 4) Notify Property Manager or if no answer, call the answering service 1-800-339-6516.

## MOVING IN AND GETTING SETTLED

**KEYS:** At move-in you will receive two apartment keys or fobs and a mailbox key. Depending on the design of your community, you may also receive a common area room key to open exterior doors or community room space. Should you lose your key, call your Property Manager. The cost to replace keys is \$35 for labor plus an additional \$5 for each key. The cost to replace a fob is \$35 for labor plus \$50 for each fob. Residents must not alter any lock or install a new lock or dead bolt on any door on the premises without the written consent of their Property Manager.

**LOCK-OUTS:** If you lose your key(s) or are locked out of your apartment during business hours, you should call the main office. If we have maintenance personnel in the area, we will send them to open your door. When travel time is involved, residents will be assessed a travel charge.

If a lock out occurs during the day when we do not have staff available or after business hours, it will be the resident's responsibility to make arrangements with a locksmith or their own key holders to gain entrance. In the event you do hire a locksmith, please note the locksmith should only unlock your door, verses changing the entire lock. If your entire lock were to be changed, it could be a substantial tenant charge. Maintenance needs access to all units and the lock on your door currently is keyed to our master system.

Please note all charges are due and payable within 30 days, as stated in your lease agreement.

If you have any questions regarding the lock out system, please contact your Property Manager.

**INSURANCE:** Avesta Housing's insurance does NOT protect your personal property; it only protects the building. In order to protect yourself and your personal property, Avesta Housing recommends that you purchase Renters Insurance. Renters Insurance is there to assist you if your personal property is damaged or stolen.

Renters Insurance coverage is available at a low cost and generally includes:

- Contents coverage (replacement cost option)
- Liability and theft
- Living expense coverage



Shop around for the policy that best fits your needs at the best price. Local insurance companies generally have Renters Insurance policies available and may give you a discount if you have other insurances, such as automobile insurance, with them.

**ANTENNAS:** Under no circumstances should you attach any type of permanent antenna outside the building without first receiving written permission from your Property Manager. This includes satellite dishes, radio, television, internet and C.B. antennas.

**LAUNDRY:** Most properties have coin or card operated laundry room facilities. This equipment is provided only for the use of the residents. Problems with the equipment should be reported to the equipment vendor, as posted in the laundry room.

**TRASH:** Most properties have dumpsters. Garbage shall be put in plastic bags and placed inside the dumpster. The trash company will not pick up large items. Please do not put furniture or similar items next to/into the dumpster. Large item removal is a resident responsibility. If you are disposing of cardboard boxes, please break them down.

**RECYCLING/COMPOSTING:** Some properties offer recycling and/or composting. If this service is offered at your property, we encourage residents to participate in these services as it benefits the environment.

**LIVEIN AID / CARE ATTENDANTS:** If it becomes necessary for you to have a live-in aid or care attendant, please contact your Property Manager or Resident Services Coordinator regarding the process to apply. Such persons must follow lease rules and regulations including but not limited to security, parking, and laundry use.

**HOUSEHOLD GUESTS AND OTHER CARE PROVIDERS:** The resident is responsible for informing household guests and regular care providers of rules and regulations regarding building security, parking and laundry use as appropriate. Residents are responsible for all guests when visiting.

## RENT

Rent is due and payable on the first of the month. However, we recognize that many people receive monthly checks on the third of the month therefore we offer a five day grace period. For your safety and ours, we do not accept cash payments of rent. Please do not ask a staff member to bring your rent to the office.

Checks and money orders may be made payable to the landlord specified in your lease, or to the name of the development in which you live.

Checks should be mailed to:     Avesta Housing  
   307 Cumberland Ave.  
   Portland, ME 04101

You may also sign up for Electronic Funds Transfer (EFT). Avesta will automatically withdraw your rent from your checking or savings account each month. Please speak with your Property Manager if you would like to sign up for this service.

Rent is considered late after the 5th of the month and a late fee will be assessed after the 15th of the month. A charge will be assessed for checks returned for insufficient funds.

Due to regulations, some properties do not have late fees. Please refer to your lease.

## PARKING

Generally, there is no assigned parking. Where parking stickers are required, please place these on your vehicle in the location specified by your Property Manager. Your Property Manager will inform you of any specific parking rules that may apply to your development.

**ALL VEHICLES PARKED IN THE PARKING LOT** must be operable, registered and display a current inspection and registration sticker. Any inoperable vehicles, unregistered vehicles and/or un-inspected vehicles are subject to towing at the vehicles owner's expense. Mechanical repair of vehicles, oil changes and washing of vehicles are not permitted in the parking lot. The parking area cannot be used for the storage of any recreational vehicles or business vehicles, without the prior written approval of the Property Manager. Any vehicle blocking access to the dumpster is subject to towing at the vehicle owner's expense. Vehicles must be parked within the designated lines and spaces.

**All vehicles** must be moved to accommodate the snow removal process. Any vehicle not moved for this purpose is subject to towing at the vehicle owner's expense.

Any damages caused to the property (oil spots on the tar, pole lights, lawns, fences, etc.) will be charged to the resident responsible for the vehicle.

We request that you register your vehicle with us. A form for this purpose will be given to you at move-in.

## MAINTENANCE

### MAINTENANCE EMERGENCIES

A Maintenance Technician is on-call 24 hours per day to provide evening and weekend emergency coverage. Please **call (207) 553-7779 or 1 (800) 339-6516 (TTY / VOICE) to report an after-hours maintenance emergency.** A contractor may be called by the Maintenance Technician to respond to an emergency call. Non-emergency issues called into the after-hours answering service will be directed to call the office during normal business hours.

Examples of emergency issues include:

- No heat
- No water
- No hot water
- Water leaks
- Fire
- An issue which is causing damage to your apartment or the property

## MAINTENANCE REQUESTS

During normal business hours, maintenance problems should be reported to the main office by calling (207) 553-7777 or (800) 339-6516 (V/TTY). Please tell the receptionist you are placing a maintenance work request, and they will direct your call to the correct department. Please do not report maintenance problems directly to maintenance personnel. By handling maintenance requests in this manner, we are able to make certain your request is properly documented and added to the maintenance staff's work lists.

If you are not home and you have given staff permission to enter your apartment, a door hanger will be placed on your exterior door while staff is working inside. Upon completion of the work, the technician will fill out the back of the door hanger and leave it on the exterior apartment door. If the technician is unable to address the problem at that time, he will leave a note informing you of the status (i.e. if a part needs to be ordered, or an outside contractor needs to be called).

## INSPECTIONS

The Property Manager will inspect each unit at least annually to determine housekeeping or maintenance deficiencies. The regulatory agency (Rural Development - RD, Department of Housing and Urban Development - HUD, MaineHousing, New Hampshire Housing Finance Authority - NHHFA, or Northern New England Housing Investment Fund - NNEHIF) may also conduct an inspection at least annually. The resident will be given a minimum of a 24 hour written notice of all scheduled inspections. Items identified to be corrected will be repaired by a Maintenance Technician. Contact your Property Manager if you have any questions.

## DAMAGES

Any damages to your apartment must be reported to your Property Manager immediately. You will be responsible for paying the cost of repairing any damages caused by negligence.

## PET RULES

Refer to the Pet Rules attached to your Lease.

## MANAGEMENT'S RESPONSIBILITIES

Management will at all times and at management's expense:

- 1) Maintain buildings, common areas and grounds of the development in decent, safe, and sanitary condition in conformity with the requirements of local housing and sanitary codes and applicable federal and state regulations.
- 2) Remove snow, ice, trash, and other obstructions from the sidewalks, parking areas, driveways and other common areas. Keep the yards free of hazards, the grass and plants watered, weeded and trimmed.
- 3) Provide a working electrical system sufficient to serve the actual needs of the occupants of the apartment.
- 4) Provide a working plumbing system.
- 5) Provide running hot and cold water sufficient to serve the actual needs of the occupants of the apartment.
- 6) Provide a refrigerator and stove in safe condition and working order and of sufficient capacity to serve the needs of the number of occupants of the apartment.
- 7) Provide a heating distribution system for the building sufficient to maintain reasonable temperature in the apartment and all indoor common areas.
- 8) Provide adequate lighting for common areas.
- 9) Paint common areas and apartments as determined by the Property Manager.
- 10) Maintain structural elements (such as walls, ceilings, floors, windows, doors, stairways, and foundations) in good repair, weatherproof condition and free of cracks and holes.
- 11) Make all routine, non-emergency repairs, alterations and improvements to the apartment, common areas, and grounds at its own expense and without delay.
- 12) Exterminate the premises and common areas for infestation as conditions may require.
- 13) Enter occupied apartments for routine and preventive maintenance with a 24 hour notice. For emergency maintenance, occupied units will be entered immediately.

## RESIDENT'S RESPONSIBILITIES

During the term of the lease, the resident agrees to:

- 1) Live in a peaceful way, respecting the rights of his/her neighbors to privacy and quiet.
- 2) Keep the apartment in a sanitary condition and immediately notify management in the event of an infestation of rodents, vermin, or insects.
- 3) Notify Management and pay an additional electrical surcharge for large appliances (i.e. stand-alone freezer, air conditioner, etc.) if electricity is included with the rent. Regardless of who pays for the electricity, residents are required to register their air conditioners each year and have maintenance staff install them. This ensures proper installation and reduces the chance of damage to the building. There is an annual seasonal fee residents must pay for the electricity usage for air conditioners if management pays for the electricity. You will be notified on an annual basis the amount of the surcharge.
- 4) Notify management promptly of known needs for repair or maintenance to the apartment and of known unsafe conditions in the common areas and grounds. Allow access to the apartment for repairs or inspections.
- 5) Reimburse management for the actual cost of repairs of damage to the premises or anywhere in the development caused intentionally or by the gross neglect of a resident, his/her family, or guests.
- 6) Place all garbage and refuse from the apartment in the receptacles as specified by management.
- 7) Not keep dogs, cats or other pets in the apartment or within the development unless allowed by your lease. Pet owners are responsible for the behavior, noise, or damages caused by their pets. Refer to PET RULES outlined in your lease.
- 8) Not keep unregistered vehicles or inoperable vehicles on the premises at any time nor perform repair work on inoperable vehicles. Parking is to be considered a privilege not a right. The owner reserves exclusive control over parking. Vehicle owners are expected to cooperate with Snow Removal Procedures and park only in designated areas. Vehicles belonging to guests may in no way interfere with the parking privileges of residents. Contact your Property Manager to see if parking stickers are required.
- 9) Assume responsibility for all your personal property located on the premises.
- 10) Pay rent in full on the first day of the month for which it is owed and no later than the fifth day of that month.
- 11) Give management at least 30 day's written notice of the intent to vacate his/her apartment in accordance with lease. This notice will be effective on the day the written notice is received at the management office. Move-out charges are calculated according to the estimates set forth in the move-out cost schedule in your Move-in Packet unless your lease states otherwise.

- 12) Abide by the property's rules and regulations. The rules and regulations are attached to and are part of your lease.
- 13) Not obstruct entrances, walks, vestibules, halls, stairways, landing, and other public areas outside of the apartments . Such areas are not to be used for any other purpose than for ingress or egress to and from the building or apartments.
- 14) Not change locks or add additional locks to any door except with prior written consent of Management. There shall be a charge for replacing lost keys, opening doors for Resident lockouts, and for keys the Resident fails to return.
- 15) Not mar the walls, ceilings or woodwork by driving nails, tacks, or screws, or by otherwise defacing the same, except for standard picture hooks, shade and curtain rod brackets. No alterations, additions, or improvements shall be made in the apartment without the prior written consent of Management.
- 16) Be responsible and liable for the acts of their guests. Acts of guests in violation of the lease, or Management's rules and regulations, may be deemed by Management to be a breach of the lease by the Resident. No occupants other than those listed on the lease will be allowed to establish residency without prior written permission of Management.
- 17) Storage areas may be provided for by the Owner and if such are established, storage in such areas shall be at the Resident's risk and neither the Owner nor Management shall be responsible for any loss or damage from fire, theft, or otherwise. Nothing of any kind that would increase fire risk shall be taken to or placed in storage areas.
- 18) Patios, porches and entryways shall be kept neat and clean at all times and the Resident shall not store or hang rugs, towels, laundry, wash, or other such items on the railings or other portions of these areas. Bicycles, furniture, carts, and similar items should be kept in the apartment or in storage, if available, and may not be kept on any of these areas or in or about entranceways at any time. Any such items found in these areas may be removed by the maintenance staff. No dust, rubbish, litter, or anything else shall be swept, thrown, or emptied from any of the windows, or porches or into the halls or entranceways.
- 19) Soliciting of any type is not permitted except by individual appointment with the Resident. Residents should notify Management if an uninvited solicitor appears and appropriate action will be taken. Residents will not operate a business on the premises.

MODIFICATIONS: The Owner reserves the right at any time to change or rescind one or more of these rules and regulations or to make and enforce such other reasonable rules and regulations as in the Owner's judgment may be deemed advisable to promote the safety, care, and cleanliness of the premises and for the preservation of good order.

## MAINTAINING YOUR APARTMENT

The actual day to day responsibilities of residents are sometimes unclear. Many of these day to day problems can be handled by the resident directly. The purpose of this section is to assist you in maintaining your apartment on a daily basis.

### WALLS

Walls of the apartment are drywall or masonry. All objects hung on the walls must be hung with the appropriate sized picture hooks. Any damage to walls that requires patching and painting at the time of moving is chargeable to the resident vacating the apartment. Should you see signs of mold or mildew, contact your Property Manager. Do not store any wet items within your unit.

### REFRIGERATORS

CAUTION: Never use gritty soaps, abrasive cleaners or heavy duty cleaner on any part of your refrigerator. Before you start cleaning, turn temperature control OFF.

Some refrigerators may require defrosting. Do not remove frost with a sharp instrument.

Replacement of refrigerator drip pans is the resident's responsibility.

Food compartments should be washed with warm water and baking soda solution or mild sudsy water. Rinse and dry.

Door seal may be cleaned with mild soap and water or the baking soda solution.

Exterior should be wiped with a damp cloth.

An open box of baking soda in the refrigerator will control odors.

IF YOU BELIEVE THE REFRIGERATOR IS NOT WORKING PROPERTY, BEFORE CALLING THE OFFICE FOR SERVICE, ANSWER THE FOLLOWING:

- 1) Is the cord firmly plugged into the wall outlet?
- 2) Have you blown a fuse or tripped a circuit breaker?
- 3) Is your freezer packed too full?

### ELECTRIC RANGES

Be sure to turn off all controls before cleaning. PLEASE NOTE: Do not use oven cleaner on metal trim. Oven cleaner will ruin the finish on metal trim. Care should be taken to keep oven cleaner from contacting any aluminum or other metal surfaces.

Gritty soaps, abrasive cleaners or sharp instruments should never be used to clean surfaces.

Clean the drip pans under the elements with a scrub pad to remove burned-on foods.

IF YOU BELIEVE THE STOVE IS NOT WORKING PROPERTY, BEFORE CALLING THE OFFICE FOR SERVICE, ANSWER THE FOLLOWING:

- 1) Is the cord firmly plugged into the wall outlet?
- 2) Have you blown a fuse or tripped a circuit breaker?

### **KITCHEN CABINETS**

Wood cabinets should be treated just like any other wood furniture. Clean with the same cleaners and polishes you use for the rest of your furniture.

For laminated plastic cabinets such as Formica and metal cabinets, wash with a mild soap, rinse and wipe dry.

Drilling or attaching anything with screws to the front of the cabinets is prohibited. Installation of paper towel racks is permitted on the underside of the overhanging cabinets. Child proof catches may be installed by our maintenance staff only.

### **COUNTER TOPS**

These are made of high pressure laminated plastic and are not harmed by ordinary solvents, boiling water, acids and alkalis. They withstand heat up to 275 degrees, but do not set cooking utensils from your oven or range directly on the counter top. Don't cut anything directly on the counter top. Use a cutting board.

To clean, simply wash with a mild soap and water, rinse and dry.

### **CARPETS**

Carpets should be vacuumed frequently. This will prolong the life of the carpet and delay the need for wet shampooing. Keep vacuum cleaner in good working order, giving attention to condition of brushes and belts.

Rug shampoos that can be sprayed on carpet and then vacuumed are also an effective cleaning aid. It is recommended that residents have carpets professionally cleaned on a yearly basis.

### **FLOORS**

Sweep with a soft brush, dry mop or broom to remove surface dust and soil. If washing is necessary, use a solution of cleaner and lukewarm water. Avoid using strong cleaners. After washing the floor, rinse with clear cold water to remove residue. Allow floor to dry thoroughly before waxing.

Vinyl floors, like other types of resilient floors, should receive regular applications of protective floor polish to prevent excessive surface soiling.

"No wax" floors require a special product to maintain the shine.

Periodically, use a good wax remover on your tile floor or the build-up from repeated waxing will yellow and ruin the floor.



Wood floors should be washed with warm water and a gentle non-abrasive cleaner like Murphy's Oil Soap.

Some vinyl floors look like wood floors. If you are unsure what type of flooring you have, please confirm with your Property Manager.

### **PLUMBING FIXTURES**

To clean fixtures and fiberglass tubs, use soap and water with a sponge or cloth. Then rinse with clear water and polish with a dry cloth. If this method does not clean satisfactorily, a mild cleaning compound may be substituted for soap. Avoid harsh, gritty compounds. In removing foreign deposits, avoid using a knife or razor blade as you may damage the glaze. Minerals in some water can discolor and stain surfaces. If a pipe or fixture leaks, call the main office right away, or the after-hours emergency number.

Spilled medicines, hair rinses and drain pipe solvents should be washed up immediately.

Use fixtures with care. A blow from a very sharp object may ruin a fixture. For instance, sinks never should be used for chopping ice or pounding meat.

Be careful not to drop refuse, sanitary napkins, paper towels, disposable diapers, combs or toothbrushes into the toilet. Although there are baby wipe products that indicate they are flushable, they are problematic to plumbing fixtures; please do not flush them down the toilet. **You will be charged for a plugged toilet service call if any of these items are found to have caused the clog.**

### **MANUALS AND SERVICE**

Apartments may contain appliance instruction manuals. Read them if you are not familiar with the appliances you will be using. Before calling for service on any appliance or fixture, check to see if the outlet plug is firmly connected or if a fuse is blown or a circuit breaker has been tripped.

### **CIRCUIT BREAKERS**

A circuit breaker controls the electrical circuits in your apartment. If an appliance or lamp fails, disconnect the appliance or lamp and check for a circuit breaker switch that does not read ON. Switch it to the OFF position then back to the ON position. If this does not restore power or if the problem persists contact the main office to report the maintenance issue. If you have no power in the entire apartment, contact your local electric utility to notify them of the power outage (Central Maine Power in most of Maine, Kennebunk Light & Power District in Kennebunk, Unitil in New Hampshire)

### **PEST CONTROL**

Insects that invade an apartment can be divided into four classifications: some are destructive to the buildings, others are a menace to your health, some are a nuisance to have around, and others can make good companions. Keep in mind that it is almost impossible to control insects 100% of the time. A number of insects have a short life span. They originate outdoors and migrate into the house at certain times of the year for short periods.

At the first sign of bed bugs or roaches, contact your Property Manager. You can keep an infestation from getting started by practicing good housekeeping habits and being careful about things brought into

your home from outdoors. Do not store paper grocery bags as the glue can feed an entire infestation of roaches.

No one wants to live with pests. Therefore, we would like to bring to your attention a few steps you can take to keep insects and other pests out of the building.

- 1) Keep all garbage in tightly closed containers with snug lids.
- 2) Discard garbage in sturdy plastic bags, tightly closed with a twist-tie or the like. Place the bags in the containers provided.
- 3) Get rid of garbage promptly.
- 4) Keep kitchen and bathroom surfaces clean and dry. Food and water attract and nourish pests. For this same reason, do not leave water standing in sinks or pots, and do not leave dirty dishes in the sink or elsewhere.
- 5) Your kitchen sink should have a trap to catch food particles as the water drains out. Clean food particles out of this trap and discard them in a closed garbage container after each dishwashing.
- 6) Discard paper bags, cartons, and boxes immediately, especially those from food stores, since they may contain insect eggs or live pests.
- 7) Do not bring used furniture from unknown sources on the property. If you are bringing used furniture, clothes, or other soft goods, please inspect for bed bugs before bringing the item onto the property.

#### **RESIDENT DAMAGES**

Resident shall be charged for repairs and/or service calls for the following:

- 1) Willful damage to property;
- 2) Unnecessary request for service (e.g., call for repair of appliance if appliance was not plugged in, call for no heat when thermostat reads 68 degrees or above);
- 3) Damage caused by carelessness (i.e., toilet or drain plugged by non-disposable items);
- 4) Extra cleaning required before painting walls or ceilings caused by smoking, lack of cleanliness, or other personal habits of the resident;
- 5) Damage caused by resident's guests, family members, invitees, pets, etc.;
- 6) All damage other than normal wear and tear and/or structural defect.

A detailed statement of charges will be sent to the resident. Payment is due within 30 days of the date of the statement. If payment is not received within the stated time or an acceptable payment plan has not been negotiated (the payment period of which not to exceed 90 days), eviction procedures shall be initiated.

## TRANSFER REQUESTS

### **General Transfer Policy**

A Resident Head of Household may request a transfer to another unit within the Development. Requests must be submitted in writing to the Property Manager who will make the determination to approve or disapprove the request based on the Avesta Housing Transfer Policy. If the request is a Reasonable Accommodation request, the Reasonable Accommodation Policy and procedures will apply.

The Avesta Housing Property Manager may initiate an Administrative Transfer Request of a household.

Residents will be notified in writing of approval or disapproval of the Transfer Request. Avesta Housing will maintain a Transfer List for each Development. When a unit comes available to rent, the Property Manager will refer to the list and contact residents on the list. However, for example, if the available apartment is a one (1) bedroom unit and the Resident has requested a two (2) bedroom unit, they will not be contacted.

### **Priority**

Residents who have been approved for a transfer and are on the Transfer List for a development will take priority over new admissions, if the available apartment is appropriate to the reason for transfer. Recognizing that most transfer requests are related to apartment size or features, Avesta Housing will make a determination of the appropriateness of the transfer at the time of renting up the available apartment.

On occasion, Avesta Housing may offer an efficiency apartment with the agreement that the resident may continue to keep his/her name on the one bedroom waiting list. When this is the case, the resident may continue to keep their name on the waiting list but does not receive any special priority or preference for another unit. He/She would be considered for a one-bedroom unit in turn, after all required unit transfers, in date order of his/her application.

### **Residents in Good Standing**

In order to be considered for a Resident Initiated Transfer, residents must be in good standing, i.e. residents who are delinquent in rent payments, owe other charges, or engage in behavior prohibited by the lease will not be considered eligible for transfers. However, a resident in a situation which may constitute a life threatening situation to the health, safety or well being of the resident or a household member who does not meet all of the criteria may have some or all of these conditions waived. The Property Manager will make a recommendation to the Regional Property Manager, who will make a

determination approving or disapproving the waiver. In the case where there is legal action pending, the legal action against the resident will continue.

## **TRANSFER CATEGORIES**

### **Resident Initiated Requests:**

Residents have the right to request a transfer within the development. Reasons for transfer requests may include:

- 1) The resident household is over or under housed in their current unit by at least one (1) bedroom due to change in family size or composition.
- 2) The resident household has disabilities requiring the accessibility features of a unit and they are currently occupying a unit not having such features.
- 3) For a resident who is an actual or imminent victim of domestic violence living in communities funded by USDA – Rural Development, the resident shall be permitted to transfer to another available and safe dwelling unit when a transfer is requested by the resident, and (1) the resident reasonably believes that he or she is threatened with imminent harm from further violence if he or she remains within the same dwelling; and (2) in the case of a resident who is a victim of sexual assault, the sexual assault occurred on the premises within the 90-day period preceding the request for transfer.

If the transfer is approved, the resident is responsible for the cleaning and preparation for re-renting the unit which the resident is leaving.

### **Administrative Requests:**

Property Managers may request an Administrative Transfer of a Resident household; reasons may include:

- 1) The transfer is required to permit occupancy of an accessible unit by another resident or applicant with disabilities.
- 2) The resident is in an accessible unit but no longer needs the accessible features.
- 3) The resident is over-housed by at least one (1) bedroom and a transfer is required to permit occupancy by another resident or applicant household who is of the appropriate size.
- 4) The current unit is located in a building or section of a building scheduled for major rehabilitation or capital improvements.

- 5) The unit has become uninhabitable, such as destruction by fire or other disaster, and immediate relocation is required.

### **Denial of Transfer Request**

In all instances, transfer approval shall be denied if the resident does not provide appropriate documentation to substantiate the transfer request; or if AVESTA HOUSING determines that the resident, other household member, or guest was the cause of the situation resulting in the need for transfer unless the existing condition of the apartment makes it uninhabitable in which case any approved transfer will be under a lease.

### **Transfers at Residents' Expense**

Resident Initiated transfers, except those required by capital improvement programs or instances when the apartment becomes uninhabitable due to maintenance reasons or catastrophe such as fire or flood, are at the resident's expense.

### **Waiver of Policy**

The Property Manager may recommend a waiver of any provision of this policy not required by law if the waiver of such provision would avoid substantial hardship or substantial injustice to a transfer applicant. The Director of Property Management will have final approval authority for waivers.

## **REASONABLE ACCOMMODATION PROCESS**

### **Purpose**

To ensure Avesta staff have clear guidance on how to process verbal and written requests for reasonable accommodations from applicants and in a timely and consistent manner.

### **Policy**

A reasonable accommodation is a change, adaptation or modification to a policy, program, service, or workplace which will allow a qualified person with a disability to participate fully in a program, take advantage of a service, or perform a job.

Section 504 of the Fair Housing Act requires that housing providers make reasonable changes in rules, policies, procedures, practices and services throughout the occupancy cycle (admission, occupancy and eviction) to enable people with disabilities to have an equal opportunity to enjoy their housing. Section 504 also requires federally subsidized housing providers to pay for any physical modifications requested that would allow someone with a disability equal opportunity to enjoy their housing so long as it is not an undue financial burden to the property.

To ensure Avesta adheres to all regulations, a designated 504 Coordinator is responsible for compliance, staff training, evaluating the reasonable accommodation process and procedure, and addressing complaints or concerns. The 504 Coordinator is available as a resource to all employees to discuss and problem solve issues related to fair housing. Residents may also be referred to the 504 Coordinator if they have questions or concerns about the reasonable accommodation process.

A Notice of Right to a Reasonable Accommodation is made available to all applicants and residents.

## **PROCEDURE**

### **Initial Request:**

An Avesta staff member receives initial contact from an applicant or resident indicating that they may need a reasonable accommodation, residents are not required to use the exact words “reasonable accommodation.” For Example:

- An applicant states that they have a companion/service dog when they are applying for an apartment that does not allow pets.
- A resident tells a Maintenance Technician that they are having trouble getting in and out of the shower.
- A resident submits a letter to Avesta staff stating they need hard surface flooring rather than carpet due to a medical disability.
- Requests may be made verbally or in writing and should be recorded and processed immediately upon receipt by staff.

### **Types of Requests:**

Once the Reasonable Accommodation process is triggered, there are three distinct scenarios or types of requests that a Reasonable Accommodation will meet and are defined as follows:

- **Obvious**  
If the disability and the connection or nexus to the request are obvious, staff will not request medical verification (for example, visually impaired person and need for assistance animal).
- **Medical Provider Documentation**  
If an applicant or resident presents to staff a letter from a medical provider asking for a specific accommodation. The letter must satisfactorily answer whether the individual is disabled and if the request is medically necessary in relation to the disability. If the nexus is unclear, verification or clarification must be obtained.
- **Verbal or Written Request without Medical Provider Documentation**  
If a resident makes a request for an accommodation or modification and the need is not obvious or they did not provide documentation from a medical provider, then the Reasonable Accommodation Request and Medical Verification Form should be completed. Verification from a medical provider must be obtained. The resident may still choose to obtain documentation from their medical provider instead of completing the Reasonable Accommodation Request and Medical Verification Form.

### **Required Documents:**

- A letter or other documentation from a medical provider documenting that the resident has a disability and that there is a nexus between the disability and request.

OR

- Reasonable Accommodation Request and Medical Verification form is to be used for all other RA requests except for Live-In-Aides and assistance animals, if a letter is not provided by the medical provider.
- Reasonable Accommodation Live-in Aide paperwork is more comprehensive and must be filled out by a medical provider, if a letter is not provided by the medical provider.
- Assistance Animal paperwork is to be used for all requests for assistance animals, if a letter from a medical provider is not provided.

### **Obtaining Verification:**

Once a verbal or written request for a reasonable accommodation is received, the process to verify the need must be commenced within 2 business days from the time of the request. The resident service coordinator for the property will create a new task in Asana. If the property does not have a resident service coordinator, the property manager will create a new task in Asana. Creating the new task is the only way requests are tracked.

If the applicant or resident is unable to complete the form, the resident service coordinator or property manager will assist or complete the form for them. It must be documented that the applicant or resident was unable to complete the form.

**Note:** If a person does not want to follow Reasonable Accommodation procedure, contact the 504 Coordinator for assistance.

When a verification is mailed or faxed to the medical provider and a response is not received back within 5 business days, direct contact will be made with the medical provider's office to request the paperwork. If a response is still not received after an additional 5 days, the RSC (or PM for properties which do not have an RSC) will ask the applicant or resident to contact their medical provider. Notes must be made in Asana for all actions. Once verification is received, an electronic copy will be sent to rarequest@avestahousing.org. Be sure to include the property name and unit number in the subject line.

### **Review Process:**

To expedite the review process, requests will be put into one of three tiers as defined below:

**Tier One** - Grab bars are always approved for any location outside the shower enclosure, unless it is unsafe to install in the identified location. All requests must be granted. Add work order in Yardi as "grab bar." (Note: Shower grab bars are treated as a tier three Reasonable Accommodation.)

**Tier Two** - Obvious need – If the disability and nexus between the disability and request are obvious, staff should work with the resident to fill out page one only and send it to the 504 Coordinator. The 504 Coordinator will use his or her discretion as to whether page 2 needs to be completed as well. The 504 Coordinator determines whether the request should go to the RA Committee based on the categories below, or whether it may be approved immediately. Staff are NOT to put in work orders, in any case, without the 504 Coordinator’s approval.

**Tier Three** - Non-obvious – When staff receive documentation from the medical provider, either directly from the medical provider or a completed Reasonable Accommodation Request and Medical Verification form, the 504 Coordinator determines whether the request should go to the RA Committee based on the categories below or if it may be approved immediately.

**Requests to committee:**

The following requests will always be determined by the RA Committee:

- Requests that are not routine
- Request that cost over \$1000. Note that requests that cost over \$1000 also require Regional Property Manager Approval
- All requests made by an attorney. Avesta’s attorney will also review these requests.
- All appliances (dishwasher, washer/dryer)
- Flooring changes (new rugs, vinyl flooring)
- Transfers
- In all cases, before a denial of an RA is issued, it must be reviewed by the RA Committee

**Approval without committee:**

The following may be approved by the 504 Coordinator without RA Committee approval:

- AC units
- Assistance Animals
- Tub cut-outs
- Reserved parking
- Live-in-aide
- ADA toilets
- Hearing assisted devices

**Approval/Denial:**

Once proper documentation is submitted to [rarequest@avestahousing.org](mailto:rarequest@avestahousing.org), the Reasonable Accommodation Committee will review the request at their next regularly scheduled meeting. The committee was formed to add transparency and impartiality to the review process. The committee will be composed of 5-7 Avesta staff; some permanent members, some rotating members. The committee will meet at least every two weeks but may meet more often if required.

When a decision is made, within 5 business days the 504 Coordinator will mail an approval/denial letter to the applicant or resident and forward a copy of the letter and all pertinent verification material to the



resident service coordinator or property manager to be filed in resident file. The 504 Coordinator will also add a note in the memo section of Yardi. The letter from the 504 Coordinator will indicate who needs to follow up (property manager, maintenance technician, resident service coordinator) and who the resident should contact for further information. If the request is denied, the letter should include a clear reason why the request was denied and a possible alternative suggestion. The denial letter should state the reasonable accommodation may be resubmitted. The following are reasons why an RA is often denied:

- The change creates an undue financial burden to the property as determined by regional property manager, director of property management, or director of asset management
- Requires a structural change that cannot be done in a safe or financially sound manner as determined by the senior maintenance technician in conjunction with the regional property manager and outside contractors, as appropriate
- Would constitute a fundamental change in the program
- When there is no nexus between the disability and the request
- The individual does not meet the definition of disabled or the request is not deemed to be a medical necessity by the service provider

#### **Closing a Reasonable Accommodation Request:**

When an accommodation has been closed it is the responsibility of the property management staff member who completes the request to print-to-PDF from Asana and add the PDF to Yardi. For example, when a property manager meets with a resident who has been approved for a live-in-aide they should close out the RA after the resident signs the live-in-aide addendum.

If a work order needs to be generated, it will be assigned to senior maintenance technician. When they have completed the RA and the completed tasks have been marked in Asana, the 504 Coordinator will be responsible for adding the PDF to Yardi.

The staff member listed for follow up in the letter needs to make sure that the work has been completed and communicate with the 504 Coordinator and any other staff members involved. If a work order needs to be completed by an outside vendor, the senior maintenance technician of that region will be responsible for notifying the 504 Coordinator.

It is the 504 Coordinator's responsibility to ensure that all reasonable accommodations are completed in a timely manner and should monitor all requests from start to finish.

#### **Training:**

The 504 Coordinator must attend annual reasonable accommodation training and any other trainings to maintain current federal and state compliance standards.

All property management staff and administrative staff must have initial and annual fair housing and reasonable accommodation training. This can be conducted in house by the 504 Coordinator or by a third-party trainer.

## FAIR HOUSING

### **Purpose:**

It is the expectation of Avesta Housing that every employee adheres to the Fair Housing regulations as described below. It is the expectation and requirement that Avesta staff ensure the equal treatment of every person, including applicants, residents and residents' guests, at all times.

### **Policy:**

It is Avesta's policy for all employees to always follow both Federal and State laws and guidelines regarding Fair Housing.

On a Federal level, Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended, prohibits discrimination in the sale, rental and financing of dwellings, and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status (including children under the age of 18 living with parents of legal custodians, pregnant women, and people securing custody of children under the age of 18) and handicap (disability).

The Maine Human Rights Act bans discrimination in employment, housing, education, credit and public accommodations. In the housing area, Maine's Human Rights Act makes it unlawful to discriminate based on race, color, sex, sexual orientation, gender identity, ancestry, age, familial status, national origin, religion, race, physical or mental disability or status as a recipient of federal, state or local public assistance.

New Hampshire's housing discrimination law is very similar but contains a slightly different list of protected classes: race, color, sex, sexual orientation, age, familial status, national origin, religion, physical or mental disability, or marital status.

### **Procedure:**

Avesta staff will receive Fair Housing Training annually.

A HUD fair housing poster (form HUD-928.1, <https://www.hud.gov/sites/documents/928.1.PDF>) must be posted at all properties in a public space as well as at Avesta's corporate offices. The poster clearly states that it is illegal to discriminate against any protected class as well as how to file a complaint of housing discrimination. In addition to the HUD fair housing poster, additional protected classes as determined by the state the property is in must also be posted alongside the poster.

At properties in Maine, The Maine Human Rights Act Equal Housing Opportunity poster should be displayed as well: [https://www.maine.gov/mhrc/sites/maine.gov/mhrc/files/inline-files/fair\\_housing\\_poster.pdf](https://www.maine.gov/mhrc/sites/maine.gov/mhrc/files/inline-files/fair_housing_poster.pdf)

## GRIEVANCE PROCEDURES

If you feel that you have a dispute with Avesta, we encourage you to contact us to set up an informal meeting to settle the matter without resorting to the hearing process. If you are not satisfied with the outcome of the informal meeting, you may take further steps through the Avesta Grievance Procedure.

The Grievance Procedure provides a means for a resident to meet with Avesta and request a hearing if the resident has a grievance. If you wish to pursue a grievance, please contact Avesta for a copy of the Procedure.

## RESIDENT COMPLAINTS

All complaints from one resident about the actions of another resident must be in writing. When Avesta receives such written complaint, it will investigate the complaint and make an attempt to resolve it through discussions with both parties. If two written complaints about a single household are received, Avesta may require a scheduled informal hearing or commence eviction proceedings, as the case warrants.

## MOVE-OUT INSTRUCTIONS

The following move-out instructions detail your responsibilities. After you have vacated the apartment, if we have to do the following work, you will be charged. Charges will be assessed for all additional cleaning based on the time spent over and above the customary turnover cleaning time. These charges will also apply to the removal of excessive buildup of nicotine caused by smoking material, either by means of additional cleaning and/or any necessary additional priming or painting made necessary by the condition. **Once your apartment is empty and you are ready to turn in the keys, it is your responsibility to notify the Property Manager to do the final inspection and to give us of your forwarding address by the day you vacate.** If we do not hear from you, your apartment will be inspected on the last day of your notice.

After the inspection has occurred, all necessary funds will be removed from the security deposit for repairs, replacement of items, cleaning, any missing keys, and/or any unpaid rent, damages or deposits, etc. If the apartment is in proper condition and you do not owe money, you will forfeit no part of the security deposit. If the charges incurred exceed the amount of your security deposit, you will be billed for the difference.

### KITCHEN

- 1) Refrigerator, including shelves, crisper, under crisper, and area under footguard cleaned; Refrigerator should be pulled out to clean sides and area behind refrigerator
- 2) Cupboards, sink, faucet fixtures, tile, and exhaust fan cleaned
- 3) Stove, including burners, controls, burner rings, and drip-pans cleaned. Stove should be pulled out to clean sides and area behind stove. Oven cleaned, with no oven cleaner left in oven or dripped on floor
- 4) Floor cleaned and closets cleaned

### LIVING ROOM, DINING ROOM, AND BEDROOM(S)

- 1) Baseboards cleaned
- 2) Finger marks and other marks cleaned off switches and walls
- 3) Window sills cleaned, windows washed, and screens washed or cleaned
- 4) Closets vacuumed and clothes hangers removed

### BATHROOM

- 1) All fixtures, floor, and wall areas must be cleaned

### MISCELLANEOUS/PATIO/STORAGE AREA

- 1) Refuse carried away
- 2) Patio swept and mopped or hosed (if applicable)
- 3) Storage compartment cleaned (if applicable)
- 4) Residents are responsible for the expense for removal of all furniture or other items that are left behind at move-out or placed with the trash.
- 5) Please do not attempt to fill holes in the walls. This may lead to additional damage.



