



Management Office

1016 Orchard Lane, Baldwin City, KS 66006
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RESIDENT POLICIES

Your Lease Agreement, along with the Resident Policies is important to your residency and you should read both documents carefully. As a resident, you have certain rights and responsibilities per your Lease Agreement and the Resident Policies. It is your responsibility to personally read and be familiar with the terms of these documents. If you are in doubt about the terms of the lease or have questions concerning the lease or the resident policies, please consult the management.

Residency:

1. Residents shall strictly observe and shall cause strict observance by members of the immediately family and guests, adherence to all policies included herein and any other policy made from time to time by the Landlord with respect to the resident community or it's laundry rooms, storage areas, recreational areas and equipment, and general maintenance of the property.
2. **The term of the Lease Agreement is month to month, and it is automatically renewed on the anniversary date of the original agreement** as long as residents continue to meet the criteria for eligibility through USDA, Rural Development. An attempt to terminate the Rental Agreement early is in violation of the terms of the agreement and **may result in loss of the security deposit for damages.** If warranted, legal action, collections, or both may be used to pursue any further unpaid damages.

**A minimum of 30-days' notice IS REQUIRED,
by the Rental Agreement & the Kansas Tenant-Landlord Act
prior to the next rent paying due date,
in order prevent automatic renewal of the agreement.**

3. Residents who terminate their lease agreement prior to the expiration of any current **1-month term without providing 30-days' written notice PRIOR to the FIRST day of the month in which the unit is to be vacated** may be subject to loss of the security deposit. **The security deposit cannot be used by a tenant in lieu of rent.** Tenants are responsible for **full payment of rent and utilities** to the end of the next full month, unless the unit is re-rented and occupied during that subsequent 30-day period.
4. Any resident who no longer meets the criteria for eligibility shall be notified at least 30 days in advance of the expiration of their Lease Agreement that they will not be recertified, the lease will not be renewed, and they are to vacate the premises on or before the end of the current lease term, or at the end of 30 days, whichever is applicable. In either instance, the deposit shall be returned within 30 days of the termination date as long as all

lease requirements are met and all monies due paid, and the apartment is vacated and returned to acceptable move-in condition (normal wear and tear excepted) without damages in a timely manner. Any resident remaining in occupancy after expiration of their lease agreement shall be required to pay full market rate rent for each month in which they or their property remains in the unit for any portion of a calendar month.

5. By Federal statute, Orchard Lane Leisure Living provides housing for the elderly from age 62, and the disabled with no age restriction. However, Orchard Lane Leisure Living is not an assisted living or long-term care facility. There is no provision by staff, or otherwise, for the daily living needs or medical care of residents. The premises are not staffed on a 24-hour basis and the staff is not medically trained. Residents are to be able to provide for their own daily living needs and medical care independently, or with the aid of visiting or live-in care providers who are able and qualified to provide such care. The determination of able and qualified care shall be defined, approved, and verified by a physician or other medical service provider or social worker, whichever is applicable. As such time that management determines the well-being, or safety of the resident is at-risk, management may request verification and/or documentation of the ability of the tenant to continue to occupy the premises without the risk of harm to themselves, household members, or other occupants of the community.

Certification of Income:

6. Income certification is required prior to entering, and annually prior to renewing the lease agreement. It is REQUIRED that any change in household size or increase in regular income of \$100 or more be reported immediately by the resident to management and the monthly rental rate may be adjusted and Rental Assistance may be reassigned if resident no longer qualifies.
7. Any subsidy provided to a resident household from outside sources must also be reported to management immediately. A resident may request the rental rate be readjusted due to an increase in monthly medical expenses of \$50 or more. Any resident receiving USDA Rural Development Rental Assistance, who does not report an increase in regular income, will be required to make restitution and repay any unauthorized rental assistance which was received.

Deposits & Rent Payment:

8. Security/damage deposits shall be equivalent to one month's Basic Rent as approved by USDA, Rural Development for the current calendar year. The condition of all apartments prior to move-in is documented and photographed. Upon vacating apartments, resident or persons authorized by them, shall thoroughly clean and return the apartment to original move-in condition in order for the full amount of the security deposit to be returned to the resident. Any damage not previously reported to management as required by the Lease Agreement and the Residency Policies shall be deducted from the damage deposit and any balance remaining due shall be paid by resident within 30 days unless other arrangements are pre-approved by management in writing.
9. The monthly rental rate for each household is determined using a rent scale approved annually by USDA Rural Development which establishes the Basic Rate and Market or Note Rate Rent (with an annual utility allowance deduction provided). Based upon total, 3rd

party verification, annual household income, applicable credits are deducted to establish the net adjusted monthly income. A 30% income-to-rent ratio is then applied to determine the monthly rent due. Credits may include (as applicable): \$400 credit for elderly/disabled status; credit for 3rd-party verifiable medical expenses to be paid by the resident. Any household paying 31% or more of the net adjusted monthly income toward rent will qualify for Rental Assistance through USDA Rural Development as assistance units become available to the property. Rental Assistance units are assigned to the resident paying the highest percentage of income to rent with longevity considered. Rental Assistance units remain the property of Orchard Lane and Jersey Street and do not move with resident but are reassigned to the next qualified tenant as they become available.

10. **Rent is due and payable without demand on the 1st day of each month.** Orchard Lane Leisure Living and Jersey Street Apartment Suites are not required by law to accept late payments. If residents cannot make payment within ten (10) days of the due date, they should immediately contact management. Tenants will be permitted to make a late payment only Two times in a calendar year for extenuating circumstances and if management has been notified in writing by the tenant prior to the 10th day of the month. Payments, for the purposes of late fees, are considered late if not paid by the 10th day of the month. Any rent payment received after the last day of the grace period will be assessed a late payment fee. Any resident who does not make payment by the agreed upon date and time, may be issued a 3-day notice for non-payment and be required to pay the total amount due at the end of 3 days or vacate the premises within 3 days. Any returned checks will be assessed a fee of \$12.00 It is the responsibility of the tenant to submit rent prior to the end of the regular business day proceeding the last day of the grace period.
11. Late fees are as follows. The late fee for rent is 5% of the gross tenant contribution for any payment after 12:00 noon on the 10th. The late fee for satellite is \$5.00 for any payment after 12:00 noon on the 5th plus an additional \$1.00 per day.

Services:

12. The manager's office is located at 1016 Orchard Lane. Business hours are 9 a.m. to 12:00 Monday – Friday. Residents living at 1119 Jersey may conduct business at 1016 Orchard Lane. Non-urgent messages may be left at 785.594.6996 during off-hours and drop boxes at both locations are provided for resident use also during off-hours. Mail is distributed Monday – Friday at both locations between the hours of 9 a.m. and 3 p.m. and is subject to the schedule of the main post office. Federal Holidays are observed. Orchard Lane Leisure Living and Jersey Street apartment Suites is a bulk mail delivery site; vacating tenants must leave their forwarding address with management. The USPS does not forward mail for this apartment complex.
13. Emergency phone numbers are posted on the bulletin boards located by each office. Community information, services, and notices to residents are posted on the bulletin boards as information comes in. Residents are advised to check these bulletin boards often.
14. Orchard Lane Leisure Living and Jersey Street Apartment Suites provide the following facilities for the enjoyment of ALL Residents and their guests: the Mary Louise Hancuff

Community Room & kitchen located at 1016 Orchard Lane, and the Tauy Creek Lounge located at 1119 Jersey, and two fee-based laundry rooms. The community room and lounge both provide a reading library, games, and television center.

15. Tenants may reserve either the Mary Louise Hancuff Community Room or the Tauy Creek Lounge for personal use by contacting the manager's office. Donations to the Tenant Party Fund are accepted whenever the facilities are reserved. All monthly activities are posted by the main entrance to each room. Usage fees may be charged to cover cleaning and maintenance.
16. A storage shed (not secured) is provided for use by residents. It is the responsibility of residents to keep the storage area in a neat and orderly manner. All personal property shall be marked with the owner's name and placed on shelves provided for resident use, or on the floor under shelving, out of the way. Bicycles shall be hung from the rafters on hooks provided. Any large items which prevent egress to and from property must be stored off the property. Management reserves the right to remove any property which is not properly stored, and which prevents access by others. (Orchard Lane Leisure Living and Jersey Street Apartment Suites are not responsible for missing or damaged items stored in the sheds, or for personal property used on the grounds.)
17. Outdoor recreation areas are provided for responsible use by residents. Lawn furniture or equipment may be placed in these areas by residents with prior approval of management, and as space allows. Management is not responsible for the personal property of residents in these areas. Residents shall maintain these areas in an orderly and proper manner and shall clean up after usage. Any damage to the area, or personal property located in the area shall be reported immediately to management. Residents are responsible for the conduct and safety of their guests or visitors using these facilities, and for any damages caused by them.
18. Laundry rooms are provided for resident use by paying the service fee at the machines. Clothes shall be promptly removed from machines at the end of the cycle. Failure to remove items from the machine will allow the next person desiring to use the machine, the right to remove the items and deposit them at another location in the laundry room. Indoor or outdoor laundry lines are prohibited other than as may be provided by management. The laundry room located in the 1016 Orchard Lane building provides exercise equipment for use by any resident. Residents shall assume responsibility for safe use of this equipment; management is not responsible for accidents while using the equipment. Any malfunction, damage, or accident shall be reported immediately to management. Laundry rooms shall not be used for any other purpose than doing laundry, use of exercise equipment or crafts unless pre-approved by management. Tenants shall adhere to any rules posted by management for laundry room use.
19. Satellite TV and telephone service is available for each apartment via a 3rd-party provider. Arrangements must be made through the telephone provider. Payment for phone service is paid to the 3rd-party provider. Satellite is paid through the manager's office. Payment for TV service is NOT to be included in the rent payment. Tenants may opt out of satellite service by submitting a written opt-out request to management. Upon receipt of that request the satellite service will be disconnected.
20. Any posted rules must be observed at all times.

Occupancy and Transfer:

21. Residents are responsible for the conduct of visitors and any damages caused by visitors. Overnight visitors shall not exceed the maximum time as specified in the lease agreement unless prior approval has been granted by management and can be documented as such.
22. Residents may have guests stay in their home in compliance with the occupancy limits and time limitations of the lease agreement. Any extension of this time period must be pre-approved by management. Management may require that the guest be added to the lease as an occupant, and their income shall be included in the household income as it relates to re-certification should the extension of time be increased to a total of 30 days or more.
23. Occupancy is based on square footage of each unit, with a minimum of 200 square feet per person required. One-bedroom units permit up to 2 people and two-bedroom units up to 3, depending on the unit sizes. When an apartment becomes available, the determination of occupancy is made by management with priority given to eligible residents currently residing in the property who are either under- or over-housed, over new applicants, if relocating them into the newly vacant unit would bring the household into compliance with the occupancy policy of the property. The order in which either existing residents or new applicants, as applicable, are entitled depends on the income level of the household (priority order being first, very low-, then low-, and then moderate-income levels) and on other priorities for which the household may qualify (such as eligibility for handicap accessibility).
24. It is not the policy of the Landlord to allow routine transfer of residents to other apartments subsequent to initiation of the original Lease Agreement. However, under certain circumstances in order to maintain compliance with rules or regulations, or involving health or safety issues, or for reasons determined to be in the best interest of the Landlord, management reserves the right to request and/or approve the move from one apartment to another within the housing community. Depending upon the reason for the transfer (as in resident-initiated requests), all transfer expenses may be deemed payable by resident and will be agreed upon in writing between resident and management prior to transfer. Resident transfer requests shall be submitted in writing providing the reason for the request. All such transfers are subject to approval by management and to the Terms for Apartment Transfer as approved by the Landlord. These Terms are available for review by request.

Buildings, Grounds, Safety, Maintenance Requests, & Work Orders:

25. Residents shall keep their apartment home & grounds in a clean, sanitary, and habitable condition free of offensive odors. No litter is to be tossed onto the property. All garbage and refuse shall be deposited in trash containers lined with trash bags in the apartment home. The trash containers shall be emptied regularly, and the bags tied and placed in the trash dumpster provided by the Landlord. Trash should be taken to the dumpster often to prevent insect infestation and foul odors. Trash shall not be allowed to accumulate in the resident's apartment home beyond the normal capacity of the trash container. No trash shall be allowed to be placed in halls or any other areas outside of the apartment of the tenant.

26. Tenant responsibility for units begins at the exterior of the entrance door. Any damage shall be reported immediately to management. Any damage resulting to the apartment home, fixtures, furnishings, or any part of the property (interior or exterior) due to neglect, misuse, abuse, or any action of any nature or character whatever, shall be promptly repaired or replaced, as applicable by management, and paid for by resident. Payment shall be made by tenant within 30-days unless other arrangements are agreed to in writing with management. Any damage shall be reported immediately to management.
27. Tenants are not permitted to display posters, signs, or any other form of advertising, solicitation, or statement of any kind on the grounds or on the surface of any building or common area of the property (with the stated exception for apartment doors or windows as specified here or by #31 of the Resident Policies, and appropriate garden décor in a tenant's flower bed.) However, a tenant may place a sign on the inside of an apartment window as long as it meets the following criteria: The size of the sign is limited to 8-1/2 x 11 (common letter/printer size). Signs may not incite hate or violence, contain offensive language or images, including, but not limited to discrimination, racism, nudity, sexually explicit images, nor suggestive or vulgar material. Signs must not be allowed to become faded, torn, damaged, or unsightly in appearance, and must be removed if this occurs. To protect the owner's property from damage, signs must be mounted only with the use of clear tape, poster adhesive, or small suction cup hooks on the glass surface, and all tape or residue must be removed upon removal of the sign. Adhesives or other materials may not be applied to the window frame, track, or adjacent wall surface, and no duct tape, string, thread, or rope is permitted. For purposes of maintaining an attractive and appealing appearance property-wide, management does not encourage or endorse the use of signs and suggests placement of signs in the lower corner of a window. Tenant is responsible for any damage caused to the property by improperly mounting or displaying a sign.
28. No tacks, screws, hooks, nails, or any adhesive materials shall be driven into or applied to doors or woodwork of the apartment premises. Hanging of pictures or decoration on walls is allowed; however, there will be a fee assessed for filling nail holes or making any needed repairs when resident vacates the premises.
29. Residents are not to put nails, tacks, screws, stickers or any other items using adhesive on entry doors. Residents may place wreaths or other decorative items using an over-the-door hanger or by a magnetic clip. No other items shall be placed on entry doors. Door decoration shall not be offensive or inappropriate. Residents are not permitted to post or hang anything on common area walls without the written permission of the manager.
30. Window blinds are furnished with each apartment. Resident may install other window coverings (i.e., valances, curtains) at their expense as long as the blinds remain in the window. Removal of curtain rods or brackets and repair of holes will be assessed a fee when unit is vacated.
31. Pictures, curtain rods, or other items may be used for décor in a tenant's apartment. However, no addition, attachment, or appurtenance of any kind shall be affixed or attached to the building interior or exterior without advance written approval of management. No changes or additions to building structure or mechanical systems including plumbing, electrical, or mechanical may be made without advance written approval of management. (See #14 Rental Agreement.) Any item affixed to landlord's

property (with or without permission) becomes the legal property of the landlord. Removal of such items requires advance permission of the property owner.

32. No additional locks shall be placed upon any door of the leased premises or any buildings thereof without written permission of the management. In the event, any additional locks are so approved and placed upon any door or building, the lock shall be left in place when the leased premises are vacated. A charge of \$5.00 - \$10.00 may be assessed by management for unlocking a unit door for a resident if the resident habitually requires this service.
33. Waterbeds are allowed in an apartment only when pre-approved by the manager in writing.
34. Yard furniture which the tenant will use, and decorative items, including flower pots may be placed on the property with advance permission of the landlord in accordance with these Resident Policies. All items shall be in keeping with the overall curb appeal policy of management. If it is determined these items are in excess, or are being "stored" rather than used, management reserves the right to request removal from the grounds. All outdoor property must be specifically designed for such use and must be properly maintained in good condition by the tenant. Outdoor furniture or other items shall not impede mowing or other property maintenance tasks-tenants must be able and willing to temporarily move items which would prevent regular mowing.
35. In order to maintain the property with a consistent and pleasing curb-side appeal the following guidelines have been established. Residents may plant flowers outside their units or near their entry if space allows. This area must be kept free of grass, weeds, and unsightly debris or the area will be cleaned up or mowed by the management. Tenant will be notified if a problem develops. The use of mulch or other water-saving practices is encouraged by management. Water conservation during long periods of dry weather or drought is strongly encouraged. No flowers or shrubs may be dug up and removed when vacating unless pre-approved by management. Planting of trees or shrubs, invasive plants, & the use of wood edging is prohibited. Tenant flower beds may be placed outside the apartment along the length of the unit – not to encroach into the adjoining unit. Flower beds must have appropriate edging which shall be pre-approved by management. Beds must not be deeper than 2 feet extending out from the building without prior approval of management. Some flowerbeds are planted and maintained by management; please check with the office for the location of these beds. Tenants may assist with the maintenance and planting of these beds with the approval of the management office
36. Water shall not be left running for any unreasonable or unnecessary period of time. Residents shall immediately report any leaking faucets, plumbing, or running toilets. Washing of vehicles is forbidden at any time. Management encourages conservation of water and other utilities at all times.
37. Sidewalks, entries, passages, halls, and stairways shall not be obstructed or used for any other purpose than entrance and exit to and from the apartment homes. No packages or any other obstruction shall be left in these areas. This includes wheelchairs and walkers.
38. Bicycles, motorized cycles, or skateboards are not allowed on the sidewalks or in the yard areas. All vehicles of this nature shall be stored in bike racks, parking lots, or other appropriate storage areas.

39. All activities shall be in the yard areas only and minors should be supervised as appropriate. No tenants or visitors no matter the age is to cause disruption to the right of peaceful enjoyment of the premises for others; nor shall any action or behavior be permitted which may cause damages to property or present a safety risk to anyone on-site. Lease holders shall assume the responsibility for all visiting family or other visitors. No tenant shall harass, disturb or otherwise disturb the right to peaceful enjoyment of tenants on the property.
40. The creation of a fire or health hazard through hoarding of papers, rags, cans, cardboard boxes etc. is prohibited. No flammable products or containers for the storage of those products such as gasoline, kerosene, diesel fuel, or other types of fuels may be kept or in any way stored in apartments or complex buildings intended for habitation.
41. The use of candles, oil lanterns, and incense is prohibited in all apartments. No items may be kept with the intention of illegal use, nor for manufacture, nor the sale of illegal substances. Violations can result in immediate notice to vacate
42. **Orchard Lane Leisure Living and Jersey Street Apartment Suites observes a no-smoking policy.** Residents and/or guests are not permitted to smoke in any building or apartment. Smoking is only allowed in outdoor areas. No smoking is permitted by law within 10 feet of any building doorway or window. All cigarette butts shall be deposited in containers provided for this purpose; smokers will be responsible for regularly cleaning out the containers to prevent accumulation and overflow of cigarette butts. Any resident who smokes or allows smoking within their apartment home or any building on the premises is liable for the cost to eradicate smoke odor from the premises and any damages caused by smoking. Smoking in bathrooms with the exhaust fan on is NOT permitted. Any Occupant who violates or allows others to violate this policy is subject to termination of the lease.
43. Residents shall not interfere in any manner with any heating, lighting, or plumbing apparatus, equipment or fixtures in or about the apartment, nor in or about the buildings. No resident or anyone other than management shall personally order any service or maintenance work to be done from outside sources or providers. No yard maintenance (other than care of resident's personal garden space), painting, or repair work of any nature shall be done by the resident without the express permission of the Landlord. Resident should notify management immediately of any malfunctioning equipment or other maintenance needed using the Maintenance Request forms, provided by management. All non-emergency maintenance requests must be submitted using the Maintenance Request form. Work Orders are documented, and priority assigned as received based upon need, with safety and water issues given highest priority. If maintenance has not responded within 3 business days to a request, please contact the management office.
44. All accidents within the housing community shall be reported immediately to the management.
45. All local, state, and federal laws must be observed. Behavior that endangers or threatens the life, safety, morals, or welfare of other tenants and/or constitutes disturbance of the peace such as loud parties or loud music, or loud noise, or other disturbances outside the realm of normal daily living, is prohibited.

Inspections:

46. Periodic pre-announced inspections will be conducted by management to insure compliance with the Lease Agreement and the Resident Policies or other inspections required for operation or to meet requirements of USDA, Rural Development. Extermination services will be provided by management as required. Cooperation with inspections for these purposes is expected from all residents.

Vehicles & Parking Lots:

47. Drives and parking spaces are provided for the parking of operable vehicles belonging to resident only. Parking areas are not provided for the storage, repair, or washing of automobiles, boats, trailers, or other similar vehicles. At the request of the Landlord, resident shall promptly furnish Landlord with the make, model, body style, and state and/or city license numbers of resident automobiles. Any vehicles parked on the property must have current proof of liability insurance at all times and provide proof of renewal as requested by management. Speeding and excessive motor noises will not be permitted on any part of the property. All vehicles shall be parked in designated parking areas only. Parking or driving in any other area is prohibited unless pre-approved by management. Illegally parked vehicles or inoperable vehicles may be towed by management at the owner's expense.
48. The parking lots are provided for resident use only, or for staff, as allowed by management. There shall be no more than one vehicle per household, for each licensed driver who resides in the home, either stored or continuously parked in any property parking lots. For the convenience of residents, Orchard Lane Leisure Living and Jersey Street Apartment Suites currently provide one (1) reserved parking space per household. Households without a vehicle are not issued a parking spot. However, since the practice of reserving parking spaces is not required by any regulation, management will not monitor parking lot usage by residents or visitors. Adherence to the practice of reserved parking for residents shall be the responsibility of each resident to self-enforce. It is the responsibility of residents to inform their visitors or resident service providers they are to park in the visitors parking area at all times. If lack of self-enforcement becomes a source of contention for residents or management, Orchard Lane Leisure Living and Jersey Street Apartment Suites may determine it more appropriate to do away with reserved parking for residents and allow first-come, first-served parking for anyone needing the space. Thus, by practice, residents will determine which parking policy management adheres to. If any future change in parking policy is deemed appropriate, 30-day notice will be provided to residents of such change. Loading zone spaces are provided for short-term use only as needed and are not to be used for long-term parking. Vehicles abusing this policy are subject to tow by management at the owner's expense.
49. Public handicap parking space is required by law to be provided for members of the public at large possessing state approved parking permits. As long as each resident is provided with a reserved parking space for their personal use, *any resident vehicle using the public handicap parking spaces without prior written approval of management is subject to tow at the owner's expense.*

Resident Organizations:

50. Residents are encouraged by management to organize an association of residents. The manager or designated representative is available and willing to work with a resident organization. The community room or other available areas may be reserved for use by a resident organization as scheduling allows.

Household Animals:

51. Orchard Lane Leisure Living and Jersey Street Apartment Suites residents are allowed to have one cat or dog as allowed by the currently approved Animal Rules & Regulations for as long as they are able to appropriately and responsibly care for the animal. Arrangements and prior approval for an animal in the household shall be obtained from management. Any animal brought into the household without prior management approval is subject to removal and the resident may be provided notice to vacate the premises. An Animal lease and is required for all animals and a deposit is required. Restrictions on size and type of animals allowed are described in the Animal Rules & Regulations. No reptiles, exotic animals, or aggressive breed animals are allowed on the premises at any time. Animal Rules may be revised from time-to-time with 30-day notice provided to residents prior to becoming effective. Management retains the authority to remove or cause to be removed from the property any animal whose conduct (including excessive barking) or condition is duly determined to constitute a nuisance or threat to the health or safety of other tenants or members in the property or persons in the surrounding community, or if the resident is not adhering to the animal rules, or responsibly caring for the animal. Refusal of resident to comply with the Animal Policy Rules or requirements of management for animal care shall be cause for notice to vacate the premises.
52. Residents shall not encourage any stray or wild animals to stay on the premises by feeding or housing them (birds excepted). Visitor's animals must be cleared through management before being allowed on the property and are subject to the same rules as resident's animals.

Request for Accommodation:

53. Any tenant desiring to request reasonable accommodation for need related to disability or handicap shall submit the request to the management in written form. The accommodation requested must be directly related to the need of the disability, and verification of such is required. All requests must be dated and signed by the person making the request. Response to request shall be documented and notice of determination provided to tenant within 10 business days. USDA Rural Development Rd Instruction 3560-160.

Resident Suggestion/Complaint Process:

54. A constructive resident suggestion/complaint process is established and intended to be in the best interests of the residents and management. All suggestions of a positive nature are welcomed and must be submitted in writing. Complaints and suggestions may be deposited in the office drop box. Valid resident complaints regarding violations of the lease, resident policies, services, or other items over which management might have discretion or control, shall be submitted in written form and must be dated and signed by

the resident. All complaints must be of a constructive nature and must directly involve the resident issuing the complaint.

55. Complaints will not be considered valid if submitted on the behalf of another party who is personally capable of submitting their own complaint. Complaints shall be based on facts and first-hand information only. Complaints of a personal nature or regarding personality conflicts between tenants &/or guests, or based on 2nd-hand information, or not involving violation of the lease or rules and regulations are not valid. Complaints merely expressing a personal opinion regarding an issue not critical to operations or services will be screened out and not responded to. All legitimate complaints will be documented and responded to in writing as soon as possible. The handling and resolution of legitimate complaints will be at the discretion of management and in accordance with all policies, rules & regulations.

Tenant Grievance Process:

56. In any instance where a tenant may have a dispute regarding lease requirements or occupancy rules, they are first required to contact or notify management. This notification shall be submitted in written form with the current date and signature of the tenant. The contact or notice shall be submitted first to the manager to bring about resolution. If the issue is not resolved at this level, the tenant May then contact a member of the Baldwin Retirement Apartment Complex, Inc., board of directors (current member information is available in the manager’s office). After consideration and/or a decision has been made by the board, if the tenant believes the landlord is in violation of lease or occupancy rules, the tenant is required to follow the Tenant Grievance Process 3560.160 as established by USDA, Rural Development. The Tenant Grievance Process is posted by each office and a copy is provided to each tenant.

Signature

These rules may be changed or added to by the Landlord at any time and Resident(s) agree to abide by the same if appropriate notice is served the resident informing him/her of the rights of appeal granted by USDA Rural Development grievance policy.

By my signature, I hereby indicate that I have read, understand, and agree to comply with all Resident Policies and I have received a copy of the USDA Rural Development Grievance Policy:

_____	_____
Tenant	Date
_____	_____
Tenant	Date

(A copy of this signature page will be held by management in the resident’s permanent file.)