

**Resident Handbook
The Delphia House
York, PA**

Effective September 15, 2016

The Delphia House does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs and activities. The person named below has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's regulations implementing Section 504 (24 CFR, part 8 dated June 2, 1988).

Robert Werner, Delphia Management Corporation, 118 N George Street, York, PA 17401
717-846-5139 (VOICE) 800-654-5984 (TDD)

WELCOME to your new home!

We want to ensure your stay with us is comfortable and enjoyable. We hope you will like your new surroundings and soon get acquainted with your neighbors.

The purpose of this Resident Handbook is to let you know about our apartment complex and to help you become familiar with your community.

You, as the Resident and we as staff, have a responsibility to each other. Hopefully, by clarifying these responsibilities at the very beginning, we can better achieve our objective – to provide and maintain quality housing so that this apartment complex will be a clean, safe and respected part of the neighborhood.

It is for these reasons this Resident Handbook has been prepared. **Please keep this Resident Handbook for future use while you are residing at Delphia House.** Take the time to read through its pages and don't hesitate to telephone the management office if you have any questions.

We sincerely hope you will enjoy living here!

Office Hours/Telephone Numbers

Office: 843-1064 (voice)
854-0971 (fax)

TDD: 800-654-5984

Manager's Hours

(8:30 am – 4:30 pm) Monday - Friday

For maintenance emergencies, please call our 24-hour Answering Service. The number to call is 843-1064.

Calls to the Answering Service should be made all days and times not listed above. (i.e. after hours, weekends, holidays)

Emergency needs for Police, Ambulance and the Fire Department should be made by calling **911**.

The closest hospitals for our area are York Hospital (851-2345) and Memorial Hospital (843-8623).

Pennsylvania Housing Finance Agency

As you are probably aware, the Pennsylvania Housing Finance Agency (PHFA), along with the U.S. Department of Housing and Urban Development (HUD), is financing The Delphia House.

Of concern to PHFA is your satisfaction with the building in which you live and to make sure your opinions are heard. The Board of Directors invites you to call or write PHFA. The number in eastern Pennsylvania is Harrisburg, 717-780-3800. Or can you write the Pennsylvania Housing Finance Agency at 211 North Front Street, Post Office Box 8029, Harrisburg, PA 17105-8029.

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Section 1 – Introduction

Your Management Team:

Your professional management team is discrete and efficient. Our entire staff is trained and skilled in their areas of responsibilities. We are constantly striving to provide the best service possible.

Please feel free to call or visit the management office with any questions you may have or to obtain assistance.

The Delphia House Apartments provide one hundred four (104) units for elderly and disabled persons.

You might be interested to know that The Delphia House is being managed by Delphia Management Corporation, a private non-profit corporation.

The Owners of the Delphia House have established a joint venture with the Pennsylvania Housing Finance Agency (PHFA) and the U.S. Department of Housing and Urban Development (HUD) to build, finance, subsidize and manage this community. The first planning began in 1975.

PHFA is a State agency that set aside the funds to build this complex. They have developed basic guidelines and regulate the “dos and don'ts”, which coordinate the efficient operation of the community.

HUD is a Federal agency that funds the rental assistance each month. They have devised the regulations for Resident occupancy and eligibility.

Both of these agencies will make periodic inspections of the property. We will advise you of these inspections when they occur.

Lease:

The Lease is a contract obligating both parties to the terms and conditions listed within it. On the day set for your Lease signing, you will receive a copy of your Lease. Please read through it completely and ask the Property Manager about anything you do not understand. As noted in the final Article of the Lease, this Resident Handbook (House Rules), as well as other Attachments, is a part of your Lease.

Section 2 – Move-In

Non-Renewal of Lease

A Resident must receive three (3) Lease Violations in a consecutive twelve (12) month period to receive a notice regarding non-renewal of the Lease. When the third (3rd) Lease Violation is issued, wording will be included in the Lease Violation indicating that the Lease will not be renewed if another infraction occurs.

If the Resident refuses to move out by the end of the thirty-day (30 day) period given for the Non-Renewal of Lease notice (Notice to Quit), eviction proceedings will begin.

All Residents have the right to request an appeal meeting for a Lease Violation or a Notice to Quit. A reasonable accommodation will be granted by Delphia House to facilitate this meeting if there is the presence of a disability.

Resident Information:

At the Lease signing, and other times, we will ask you to complete forms and supply information about you and your entire household. This can include, but is not limited to, emergency information, auto information, surveys, etc. We must have on file a current telephone number where you can be reached.

All of this information is for your benefit and will be kept in your file. It is **not optional** that these forms be completed and returned as requested, **but required**. Failure to promptly submit all of the requested information throughout your tenancy will constitute a Lease Violation.

Payment of Rent:

Rent is due and payable on or before the first of each month, via check or money order. We do not accept postdated checks, nor do we accept cash payments. If your check is returned for Non-Sufficient Funds or considered uncollectible, we will only accept certified checks or money orders for future payments. Returned checks will be charged a ten dollar (\$10.00) fee after the first occurrence.

Section 2 – Move-In (continued)

Any rental payment received after the sixth (6th) of the month will be charged a five dollar (\$5.00) late fee. We will charge one dollar (\$1.00) for each additional day the rent remains unpaid during the month it is due.

Please bring all payments to the management office. Your check or money order should be made payable to Delphia House Apartments. If you choose to have your rental payment mailed, please mail to 350 E. Philadelphia Street, York, PA 17403.

We are not responsible for lost or undelivered mail. If you plan on going away for a period of time, rental payments should be arranged to be paid in a timely manner.

Security Deposit:

Your security deposit is not rent, but a deposit to ensure the fulfillment of the Lease conditions and as a contingency against any damages to the apartment. The security deposit shall not be applied to any last month's rent.

If you fulfill your Lease according to its terms and conditions, only charges for damages (excluding normal wear and tear) will be deducted from your security deposit. The following are the conditions for return of your security deposit:

- You must fulfill the terms and conditions of your Lease and not owe any money to The Delphia House.
- You must give us thirty (30) days written notice by applying at the management office and completing the appropriate form.
- After you have removed all of your personal belongings from the apartment, a move-out inspection will be conducted. You, along with management staff, will inspect the apartment. An inspection report will be completed by the Property Manager and then signed by both you and the Property Manager.

Section 2 – Move-In (continued)

It will be indicated on this inspection report the items, if any, for which you will be charged. Your failure to appear at this move-out inspection will result in the management staff performing the inspection solely.

- You must give the office a valid forwarding address, or make arrangements to pick up the refund from Delphia Management Corporation's administrative offices, 118 N. George Street, York PA.
- You are not considered officially vacated until all keys are returned to the management office. Rent will continue to be charged until such time you have vacated completely.

Within thirty (30) days after the move-out date, we will either (1) refund the full security deposit plus accrued interest to you, if you owe nothing to Delphia House: or (2) provide you with an itemized list of any unpaid rent, damages to the unit, and an estimated cost for repair.

Inspection Reports:

Prior to your move-in, both you and the Property Manager will inspect your new apartment. A move-in inspection report will be completed by the Property Manager and signed by both of you. You will be provided with a copy of the report. It will then be used during the move-out inspection to avoid unnecessary misunderstandings.

You as the Resident agree that you are in control of the entire leased premises. We, and our representatives, have the right to come upon the leased premises to inspect, to do repairs and maintenance and to show the property to others.

At least annually, the Property Manager will notify you of a complete apartment inspection. **We have the right to inspect on a more frequent basis any apartments that do not receive a passing grade on our inspection(s).** This is to ensure that the apartment is in a safe and sanitary condition and that there is no need for repairs or maintenance.

Section 2 – Move-In (continued)

Occupancy and Guests:

Only those persons listed on your HUD-50059 Form (rental paper work) are permitted to occupy your apartment. The HUD-50059 Form is an attachment to your Lease. You shall not provide accommodations for boarders or lodgers.

Residents must inform the Property Manager in writing of the name, address and proposed length of stay for all guests who stay overnight at the site for more than three (3) consecutive days. You must also identify the guest(s) to management and provide the management with the vehicle and license information for your guest(s).

Overnight guests are limited to twenty-four (24) days in a calendar year. Failure to comply with the overnight guest rule will be a violation of the Lease and will be cause for eviction.

Residents are responsible for the conduct of their guests. If a guest creates any nuisance or otherwise disturbs other Residents at the site, he or she will be required to leave immediately. Residents are responsible for any damages caused by their family members and/or guests in any part of the building or site premises.

Additional members of the household cannot be moved in without the permission of the Delphia House. We reserve the right to refuse adding additional members to your Lease. The process of adding members to the Lease begins by the Resident applying at the management office. Please refer to the Tenant Selection Plan in regards to the maximum number of occupants that can reside in a unit.

No Resident may have mail delivery to the building for anyone who is not officially documented as a member of the Resident's household.

If the Property Manager suspects that an unapproved person has moved into a Resident's apartment, the Property Manager has the right to demand proof that the person does not reside at Delphia House. Acceptable proof includes a Lease, current utility bills, paystubs, bank statements, car registration, mortgage coupons, or house deeds.

Section 2 – Move-In (continued)

The following proof will not be accepted: driver's license, phone book listing, tax returns, or any other document that may contain out-of-date information.

Live-In Aides:

If you should require the assistance of a Live-In Aide, application must be made with the management office. No person shall be moved into the household without Delphia House approval.

In accordance with the U.S. Department of Housing and Urban Development (HUD) regulations, the Live-In Aide shall not be allowed to remain living in the apartment should you terminate the Lease Agreement nor shall the Live-In Aide have rights to survivorship of the apartment. Live-In Aides must abide by all rules and regulations set forth for The Delphia House.

Extended Absences or Abandonment:

In accordance with regulations set forth by HUD, State and local law, we may initiate action to terminate tenancy in response to an extended absence or abandonment of the apartment by the Resident. If you are absent from your apartment for sixty-one (61) or more continuous days for non-medical reasons, or for one hundred eighty-one (181) or more continuous days for medical reasons, we will initiate procedures to terminate your tenancy. Management shall consider extenuating circumstances when making this decision.

If the Resident leaves behind personal property after moving out of the unit, the Resident's personal property becomes the possession of The Delphia House. The former Resident must make immediate arrangements to have his/her personal property removed. Otherwise, the Resident's personal items will be disposed of at the discretion of the Delphia House (following State and local law).

Resident Insurance:

We will maintain insurance on the building and our property. We will not provide insurance for your property. You agree that you are responsible for your own property.

Section 2 – Move-In (continued)

You further agree that you are responsible for the property of your family and guests. We strongly recommend that you contact an insurance agent to obtain details concerning apartment renter's insurance or a similar policy to cover your personal belongings against vandalism, fire, burglary and water damage, as well as personal liability.

Utilities:

Those utilities not furnished by us (i.e. telephone, cable) will require that application be made well in advance of your move-in. If you need information in this regard, please contact the management office.

Section 3 – General Policies

The purpose of these policies is to allow each Resident to enjoy his or her apartment and the entire community. The policies also help to ensure the safety of Residents and the appearance of the community. As a Resident in an apartment complex, you necessarily assume certain responsibilities which go along with the many benefits of the apartment lifestyle. Basically, these are common rules of etiquette designed to make the community more enjoyable for everyone.

Continued violation of the terms of the Lease and these policies may result in termination of your Lease. Should you disagree with management's decision to terminate your Lease for non-compliance with the terms of the Lease, you have the right to appeal the decision.

Damages:

The Resident, household members, and/or guests shall refrain from destroying, defacing, damaging or removing any part of the premises or project. The Resident shall promptly report to management any breakages, damages, or need for repairs to the premises or equipment. Any known unsafe or unsanitary conditions in the apartment, common areas and grounds which may lead to damage or injury shall be promptly reported by the Resident.

Section 3 – General Policies (continued)

You shall pay reasonable charges (other than for normal wear and tear) for all damages to the premises (including equipment supplied to the premises), project building, facilities or common areas – regardless if the damage is caused negligently or intentionally on the part of the Resident, his/her family, visitors, or persons known or unknown. Said charges are to be made according to the current Repair and Replacement Cost Schedule posted in the management office.

The Resident agrees that payment of all such charges must be paid within thirty (30) days from the date of billing. Failure to pay damage charges within thirty (30) days will constitute a Lease Violation and will be strongly dealt with by management.

Keys and Locks:

We supply keys to the building doors, apartment door and the mailbox. All keys are to be returned to the management office upon termination of the Lease. Residents are not permitted to alter any lock or install a new or additional lock or other attachment to any of the doors in the unit – inside or outside. There shall be a charge for replacing lost keys, opening doors for Resident lockouts and for unreturned keys by the Resident once the Resident has vacated the premises.

We suggest that you provide a trusted friend, neighbor, or relative with an extra key to your apartment. The key will then be available if you should find yourself locked out of the apartment. If you must contact management or maintenance to provide access to your apartment because you are locked out, you will be charged for this service. Please refer to the current Replacement and Repair Cost Schedule.

Disturbances:

In the best interest of good neighbor relations, radios, televisions, stereos or musical instruments should never be played loudly as to be considered a nuisance by other Residents. Social and friendly gatherings of Residents and guests are welcomed provided that such gatherings do not become boisterous, obscene or generally objectionable to other Residents.

Section 3 – General Policies (continued)

Our community room is available to be reserved for your use for private gatherings. For more information on reservation of the community room, please talk to the Property Manager.

Residents are entirely responsible for the conduct of themselves, their family members and their guests in the apartment or outside in the common areas.

The Resident shall not create or permit any disturbing noises in or about the Resident's dwelling unit by him/herself, his/her family or guests; nor shall he/she, his/her family or guests interfere with or materially diminish the rights, comforts or convenience of other Residents or surrounding neighbors. Neither the Resident, his/her family nor his/her guests shall engage in any activity that would constitute an offense against persons, property, public order, or public health or decency, or that involves fraud, deception, firearms or other weapons.

Drug-Related Criminal Activity:

We may seek to terminate your Lease for any drug-related activity by the Resident, the Resident's family and/or the Resident's guests. Please refer to your Lease for further information.

Drinking of Alcoholic Beverages/Use of Illegal Substances:

Drinking of alcoholic beverages will not be permitted in the common areas (including the community room) or on the outside grounds (i.e. patio). Use of illegal substances is strictly forbidden. If the Resident, the Resident's family and/or the Resident's guests violate(s) the policy in regards to drinking of alcoholic beverages in the common areas and/or using illegal substances anywhere on our premises, eviction proceedings will be initiated. Please refer to your Lease for further information.

Unlawful Activities/Endangerment:

Residents shall not engage in any unlawful activities in the apartment or on the premises of the apartment complex. Nor shall Residents permit unlawful activities on the premises by their family members and/or their guests. We may seek to terminate your Lease for criminal activities. Please refer to your Lease for further information.

Section 3 – General Policies (continued)

Criminal actions against staff will not be tolerated by any Resident, Resident's family or Resident's guest. No unlicensed firearms or other dangerous weapon of any kind may be worn, concealed or stored anywhere on the premises.

No-Trespass Notices:

Management reserves the right to serve “No-Trespass” notices on any individual who management believes is responsible for disturbances, damages, or violations of The Delphia House policies.

Pets:

Residents may have one (1) pet. Refer to the Pet Regulations for complete rules and in regards to pets. Visiting pets are not permitted – on the property or in the building. Residents may not have pets of other Residents and/or guests stay overnight nor may the Resident provide care for pets belonging to others.

Assisted animals are exempt from the Pet Regulations.

Motorized Vehicles:

All vehicles must be in working condition (in running order). Vehicles may not be stored in our parking areas. All vehicles must have a current inspection sticker and current registration. Any motor vehicle not meeting these requirements may be removed by Delphia House at the expense of the vehicle owner.

Vehicles shall not be driven over curbs, walks or lawns or outside of driveways intended for such use. Repairing or overhauling of vehicles on the premises will not be permitted. Residents will be charged for any leakages (i.e. oil stains) left by their vehicles.

Section 3 – General Policies (continued)

Due to rising cost of utilities and the damage caused to asphalt and landscaping by detergents and cleaning solvents, WASHING OF ANY MOTORIZED VEHICLE IS NOT PERMITTED ANYWHERE ON THE PROPERTY. No Resident or guest shall make use of the property's services to wash vehicles on the surrounding street. MAKING REPAIRS OR SERVICING VEHICLES IS NOT PERMITTED ON THE PROPERTY. FAILURE TO COMPLY WITH THIS REGULATION WILL BE STRONGLY DEALT WITH BY MANAGEMENT AND WILL BE CAUSE FOR EVICTION.

Parking:

At the time of the Lease signing (or other designated time), each Resident will receive a Delphia House parking tag for one vehicle. This tag must be visible at all times when the Resident's vehicle is parked in our parking lot. All Residents are assigned a parking space. **Only one vehicle per household is permitted to be parked on our premises.**

You are only to park vehicles in areas designated by us. Parking is not permitted in marked areas for fire/emergency vehicles. Visitors to the building may not park in the designated Resident parking spaces. Vehicles parked in restricted areas will be towed away at the vehicle owner's expense.

Residents may not park trailers, boats, or campers on premises or common areas without prior consent of Delphia House. Parking is not permitted on the lawn area upon move-ins, move-outs, or any other time.

Fire regulations prohibit the parking of motorcycles or mini-bikes on walkways or in apartments. Such vehicles must be parked in the parking lot with cushioning placed under the kickstand. These vehicles must be registered, licensed and in operating condition or they will be towed away at the owner's expense.

Motorcycles and motorbikes shall not be stored in the dwelling.

Bicycles and Toys:

Bicycles may be stored in the apartment; however, they are not permitted to be stored in the walkways, on the lawns, nor in the building common areas. No one may ride a bicycle, skateboard or a toy scooter in the common areas inside the apartment building.

Section 3 – General Policies (continued)

Please do not leave bicycles, toys, tricycles, etc. on sidewalks or any areas around the building. All toys are to be stored in the apartment.

To avoid the possibility of the destruction of grass and shrubbery, no one is permitted to play on or ride bicycles etc., through the landscaped area (including cutting across the corners of the grass). Damage to the grounds is chargeable to the Resident.

Trash Removal:

Residents are responsible for disposing of all ashes, garbage, rubbish and other waste into appropriate containers in such manner as prescribed by Delphia House and applicable local laws. There are trash rooms on each floor.

Place all trash in plastic bags and tie securely before placement into trash room bins or outside dumpster. This will keep the trash areas neat, clean and relatively odor-free. Trash is never to be placed beside the outside dumpster. All diabetic injection needles must be put in a container that cannot be penetrated before placing in a trash bag.

Recycling of plastic, paper, aluminum cans and glass (no drinking glasses or dishes) is required at the Delphia House per City law.

If you have large furniture items in good condition that you wish to dispose of, there are some agencies in the community who seek donated items. You may feel free to contact such agencies directly (i.e., York's Helping Hands for the Homeless or Children, Youth and Families.)

You are to call the trash company and make arrangements for pick-up of any large furniture items that you wish to dispose of. The City of York can be contacted in regards to their program for disposal of electronic items. Large furniture and electronic items are NOT to be placed in the trash rooms, outside dumpster, or anywhere on The Delphia House property. Doing so will result in a Lease Violation.

Section 3 – General Policies (continued)

Soliciting:

No door-to-door solicitations are permitted by anyone on site property. Any Resident who wishes to solicit for charity at the site should contact the management office to discuss alternate, safer, and more effective ways to solicit.

Residents who see anyone soliciting door-to-door at the site should notify the management office immediately.

Exception to the Solicitation Policy - Residents and other individuals who assist Residents in the establishment or operation of a Resident Organization may canvass Residents door-to-door to determine interest in a Resident Organization or offer information about the organization, to post information, and to distribute leaflets to Residents, at the apartments or in common areas. The following conditions apply:

- Organizers must be engaged in activities that are related to the establishment or operation of a Resident Organization;
- Nonresident organizers must be accompanied by a Resident at all times while at the site; and
- Residents have a right to be left alone. Organizers must not revisit or re-canvass Residents who have stated they don't want to be involved in a Resident Organization.

Trespassing on Neighboring Properties:

Trespassing on neighboring properties is strictly prohibited. Management takes no responsibility for legal action taken by neighbors due to trespassing by Delphia House Residents, Residents' family and/or Residents' guests. Any reported incident by neighbors will be considered a violation of the Lease.

Section 3 – General Policies (continued)

Housekeeping:

Upon move-in and annually at recertification, Residents will be given Housekeeping Standards. These standards will assist all households to keep the apartment in a clean and sanitary condition, a Lease requirement.

If the housekeeping of an apartment is found to be unsatisfactory, management may, at its discretion, schedule routine housekeeping inspections until such time the problem is considered (by management) to be resolved. Continued poor housekeeping inspections will be grounds for eviction.

The premises and equipment supplied to the premises shall be cleaned immediately prior to vacating. The premises shall be relinquished to Delphia House in as clean and sanitary a condition as when the Resident took possession.

Community Property and Appearance:

Since this apartment community is your home, we ask that you treat it that way. We are proud of The Delphia House and want and need your pride in the facility as well. In this way, it will be an attractive and safe place in which to live and to entertain your guests. We ask that you abide by the following regulations to maintain an attractive community and a safe environment and for the protection of the property.

- Destruction of Delphia House property is strictly forbidden and illegal. Each Resident is responsible for any destruction that is caused by him/herself, other family members, or guest(s). Destruction of property is a Lease Violation which may also result in criminal liability and immediate cause for the start of eviction proceedings.

Section 3 – General Policies (continued)

- You must receive management approval prior to placing plants in or outside any part of the building. Under no circumstances will management staff be responsible for the replacement or care of any plants that you place in or outside the building.
- Resident belongings are not permitted to be stored in any part of the building or outside the premises. Resident items may not be placed onto or stored under the hallway railings.
- Window shades are provided for every window in your apartment. Any misuse or negligence of the window shade(s) is chargeable to the Resident. No items shall be hung outside from the window sills.
- The lawn areas and rear patio of Delphia House must be kept clean of Resident personal belongings. Residents are permitted to utilize personal chairs while sitting in the outside areas, but must have the chair brought inside when the Resident leaves the outside area.
- The Resident shall not pursue or conduct any business on the premises. No sign, advertisement, notice or other lettering may be exhibited, inscribed, painted or affixed on any part of the inside or outside of the apartment building.
- No radio or television aerial or wires (including satellite dishes) may be erected in any part of the building (inside or outside).
- You should not allow anything whatsoever to fall from the windows or doors of the apartment. You are not to sweep or throw from your apartment any dirt or other substance into the hallway.
- Trees and shrubbery are a vital and valuable part of the community and you will be liable for damages for any mutilation or defacing for which you, your family or guests are responsible. Tree climbing is strictly forbidden.

Section 3 – General Policies (continued)

- When utilizing the common areas of the building (all areas of the building outside of the apartments), Residents are required to clean up any mess, spillage, etc., left by them, their families and/or their guests.
- When utilizing the Laundry Room be sure to follow the operating instructions located on the washers and/or dryers. The coin-operated washers and dryers we provide are for Residential use only. If you have someone assist you with your personal laundry, he/she is permitted to utilize our laundry rooms for that purpose.
- A laundry room is provided for your convenience and the hours are unrestricted. Please be sure to follow the operating instructions on the machine. **The washing machines are front-loaded, high efficiency models and only require two teaspoons of liquid. Do not overload.**

Laundry items from both the washer and the dryer are to be removed immediately upon completion of the cycle. We cannot be responsible for any loss or damage caused by the use of the appliances or the failure to remove any clothing items. Any remaining laundry and related items will be disposed of at the discretion of Delphia House.

Use of the laundry facility is at your own risk. After each use, please remove lint and debris from the washer and dryer filters and discard in the trash bin provided. Rug washing is NOT permitted in our laundry room.

- Littering is a major cause of property deterioration. To help eliminate this problem, food scraps, cigarette butts, and trash of any kind shall not be thrown on the ground. When outside on the building property, please utilize the trash receptacles and cigarette urns provided.
- Door decorations that are affixed by gluing, taping, or nailing of articles are not permitted. This causes damage to the door. Intentional damages will be charged to the Resident.
- Any door decoration that is offensive in the view of management will be required to be removed.

Section 3 – General Policies (continued)

Smoke Free Housing:

Refer to Smoke Free Housing Attachment at the end of this document.

Redecoration Policy:

Your apartment has been cleaned and redecorated prior to your move-in. Residents shall not make alterations, decorations, additions or improvements to the apartment or any equipment or fixture items in the apartment. Any such installation to the apartment by the Resident without management's prior written consent may be removed by management, will be considered a Lease Violation, and the Resident shall pay for all associated costs.

You may hang pictures on your apartment walls. You may also hang up to two (2) pictures on the wall outside of your apartment next to your apartment door. Management will show you the exact location. Different types of walls require different types of hangers. Please do not use the sticker-type hanger since the adhesive is difficult to remove from the wall without leaving a mark and damaging the wall board itself. We prefer the slanting nail type. If you make excessive holes in your apartment from hanging pictures, you will be charged the cost to repair the wall.

If you have questions regarding items that are difficult to hang, consult the management office. Mirror tiles, stickers, contact paper, wallpaper, etc. with adhesive backing are not permitted to be applied to the walls, floor or cabinet surfaces. Walls may be cleaned with a clean cloth and a mild detergent.

Section 3 – General Policies (continued)

Miscellaneous:

- No equipment or other items provided by management for your apartment may be removed from any part of the building. All equipment must be permanently retained in its original location.
- Residents, Resident's family members and/or Residents' guests may not remove Delphia House equipment or other property from any areas of the building or its premises.
- Unless management gives advance written consent in each and every instance, Residents may not install chain locks, machinery, refrigeration, heating devices, ceiling fans, chandeliers, or use any other illumination. Residents may not use or permit to be brought into the premises any flammable oils or fluids such as gasoline, kerosene, naphtha and benzene or other explosives which are deemed hazardous to life, limb or property.
- You may not paint the walls in your apartment.
- Clothes washers, clothes dryers, or dishwashers of any type may not be installed or utilized in the apartment.
- Water beds are not permitted.
- Window air conditioners are not permitted. You must keep your apartment door closed if you have your apartment windows open. Remember, the building's heat or air conditioning system is on.
- Stand-alone freezers and additional refrigerators are not permitted.
- Both the computer and the Wii game console that we provide are for Resident use only.
- Wheelchairs and/or scooters are not permitted to be left unattended in the lobby and/or other common areas of the building.
- No firecrackers or other fireworks are permitted on the property.

Section 3 – General Policies (continued)

- Maintenance will not supply tools to any Resident for his/her personal use.
- If a Resident wishes to utilize throw rugs on the kitchen or bathroom floor, it is recommended that the floor rugs be rubber backed so that tripping hazards are eliminated.
- Electrical, cable or other wires that are utilized in the apartment, must be secured and/or placed in such a way that it is not deemed a tripping hazard.
- Management and maintenance personnel have the right to document any Lease Violation as needed which may include letters, complaints, photographs, etc.
- Exposure of body parts that are considered offensive by established standards of decency will not be tolerated. Lease Violations will be issued to any Resident if he/she and/or his/her guest fails to properly clothe the body while in the common areas and/or on building property.
- Residents are not permitted to congregate in front of any entrance/exit door in the direct area of the opening of the door. Congregating in front of the building doors makes it difficult for others to enter and/or exit.

Section 4 – Security and Safety

Your Security:

Our staff are not permitted to speak to others in regards to your personal information (including apartment or telephone numbers). Please make sure your visitors have this information. Specific written instructions must be given to the Property Manager if you wish to have your personal information shared with anyone.

Section 4 – Security and Safety (continued)

Adequate protection of you and your property is of great concern to management. Be sure to make use of any locks and other security devices provided to ensure that “uninvited persons” cannot gain access. Close and lock your door at all times. Be suspicious of unexpected deliveries (i.e. flowers or telegrams). This is one of the tricks used by professionals to gain entry into an apartment and/or building.

Although we install industry-approved lock systems, all security devices can be overridden by a professional. The best security is the individual concern of each Resident for the safety of him/herself and his/her neighbor. Report suspicious persons to the management office or call the Police. Ask for identification, if anyone not known to you claims to be an employee.

Vacations:

It is advisable that you notify the Post Office, newspaper company, and all other routine delivery persons when you plan to be away for an extended period of time. The Post Office or a neighbor can hold your mail and other packages until you return. A growing pile of newspapers indicates that you are away. The management office does not accept mail, packages, and/or other items for Residents.

Before leaving, cupboards should be checked for unwrapped food items. The garbage and trash should be emptied. Keep all windows closed to prevent rain damage to the building and your personal property. Check all electrical appliances to be certain that they are unplugged or turned off. An economical timer connected to the light and/or radio will often deter a potential intruder. Always advise the management office if you will be away for an extended period of time.

Leave a check with someone responsible to cover your rent if the payment date occurs during your vacation. Your rent is due on the first of each month, whether you are here or away.

Section 4 – Security and Safety (continued)

Emergency Pull Chords:

Emergency pull chords were installed in each apartment both in the bedroom and in the bathroom. They are for your use if a medical emergency occurs and you cannot access a telephone. When you pull the chord for help, an alarm sounds and a light comes on in the Resident hallway above your apartment door.

The emergency pull chord system is not monitored by York County Control (911). As a good neighborly gesture, when you hear the alarm sounding and observe the light is on for a neighbor's apartment, please check on that Resident to see if medical assistance is needed. If the Resident needs emergency services or doesn't respond when you are knocking on the door, please call 911.

Never tape your emergency pull chord to the wall or furniture item or tie the pull chord in a knot. Allow the chord to hang freely so it is easily reached if needed. If you pull the chord mistakenly, the alarm can be shut off by flicking the switch on the wall near the pull chord.

Emergency Pull Chord System Information Sheet

Emergency pull chords are located in the bedroom and bathroom. When pulled, a loud alarm sounds, the red light comes on in the Resident's hallway above the apartment door and the electric strike plate located on the apartment door will release allowing help to gain access.

In the event of an emergency, you pull the chord. This will activate a loud alarm that will **only** sound in the east or north wing hallway specific to the Resident's apartment.

The emergency pull chord system is not monitored by York County Control (911). As a good neighborly gesture, when you hear the alarm sounding and observe the light is on for a neighbor's apartment; go into that apartment, state who you are loud enough for them to hear you letting them know you are there to help. If they need medical attention, please call 911.

The alarm can be shut off by flicking the black switch on the wall above the pull chord.

Section 4 – Security and Safety (continued)

Fire Precautions:

Store all items safely. Empty waste and trash containers daily. Dispose of newspapers, magazines and grocery bags regularly. Store all matches in tightly-closed containers. Clean grease and spilled food daily from cooking range and oven. Store cooking grease containers away from range. **Do not store flammable items on top of the range or in the oven.**

Never wear flimsy clothing or plastic aprons when cooking. Keep all papers, towels, potholders, etc., away from the top of the range. Never use combustible cleaning products or solvents indoors. Storage of kerosene, gasoline, other flammable or explosive agents, as well as unwieldy piles of clothing and papers is prohibited.

Please refrain from smoking in bed. Have plenty of ashtrays available for people who smoke. Never empty ashtrays in wastebaskets unless the ashes have been soaked with water. Always keep household equipment clean and in good repair.

Have worn and frayed electrical cords replaced immediately. Avoid overloading electric wiring circuits. If management determines that the Resident's electrical wiring in the apartment is a waste of utilities and/or a threat to the safety of the Residents and/or the building, a Lease Violation will be issued.

The best way to stop a fire is to prevent it before it starts. If there is a fire, everyone in the household should evacuate the building immediately. Get out of the building, then call 911 to report the fire. Always give an accurate and understandable address to aid fire responders in locating the fire.

Smoke detectors must not be removed and must not be tampered with. Every precaution to prevent fire must be taken. Eviction proceedings will be initiated for any Resident that causes two (2) fire incidents.

Section 4 – Security and Safety (continued)

Fire Procedures:

Please read the fire alarm procedures that were distributed to each household. It is most important that every Resident be fully aware of what to do when the fire alarm sounds and then do it!

The smoke alarms in the common areas of the building are monitored twenty-four (24) hours/day. The smoke alarms in each apartment are connected to York County Control. When these alarms are activated, the Fire Company will respond.

When cooking or smoking, it is advisable to ventilate by use of your rangehood fan and/or windows.

Some important items to remember:

1. Call 911 before you attempt to contact anyone else.
2. Never use the elevator during a fire!
3. When the fire alarm sounds in the building, each Resident must determine if the alarm is for his or her floor. If the alarm is not for your floor, please remain in your apartment until the “all-clear” notification is announced.
4. If the alarm sounds for your floor, you should prepare to leave your apartment immediately. First, touch the apartment entrance door and determine if it is warm or hot. If the apartment door is warm or hot, stay inside your apartment until help arrives. Place a wet towel at the bottom of your apartment door to aid in keeping smoke from entering your apartment.
5. If you are able to leave the apartment after the alarm sounds for your floor, leave the apartment and close the apartment door behind you. Walk to the fire stairs on your wing and proceed down the steps into the hall of the floor below. Wait to hear the “all-clear” notification on the floor below before proceeding to the next floor.

Section 4 – Security and Safety (continued)

6. Persons with physical disabilities will be given special consideration and assistance in vacating their apartments.
7. Always keep a working flashlight at hand.
8. If you cannot exit the apartment, leave a light turned on in your apartment during an alarm. This will alert a fireman that you are there.
9. Never smoke in bed.
10. If you are taking medications that cause you to be drowsy or not too alert, do not smoke.

Please refer to our brochure, *Fire Evacuation Procedures for The Delphia House*.

Section 5 – Service

Service Request Procedure:

During office hours, you may request service by calling the management office. We request that the explanation of the needed service be clear and as complete as possible. This will help us to give better service and to ensure that we fully understand the request. Our goal is to satisfy your request as soon as possible.

Staff will not enter any apartment when the only person at home is a minor (person under 18 years of age). In the event maintenance is working in the apartment and a minor arrives home (with no adult present), the maintenance staff will end any work in process to ensure no immediate danger. An adult household member will have to schedule with the management office for the maintenance work to be completed.

In the case of a maintenance and/or repair emergency, please telephone the management office immediately. If the emergency occurs after hours, you may call 843-1064 for our 24-hour answering service. Examples of items which are considered an emergency are as follows:

- Clogged sewers, drains and toilets
- No heat in the apartment
- No hot water in the apartment
- Lock-outs
- Electrical failure in the apartment
- Water leaks
- Defective smoke detector that sounds continuously
- Any situation that presents an immediate danger to life or to the property

Section 5 – Service (continued)

We ask that you be considerate of our staff during their off hours and only call upon them for maintenance service in an emergency situation. Please remember that there is a charge for lock-outs. Please refer to the Replacement and Repair Cost Schedule distributed to you and posted in the management office.

We sincerely hope that our service request procedure will provide fast, courteous and efficient service. If you have questions regarding our service request policy, please contact the management office.

Pest Control:

We have contracted with a local pest control company to provide routine service to our complex. **Residents must report any sightings of rodents, bedbugs or any other insects (bugs) immediately to the management office.** If rodents, bedbugs and/or other insects (bugs) are found in your apartment, you must comply with the preparation instructions given to you (if applicable) when services are scheduled to treat your apartment. Residents shall not refuse the extermination services for rodent or any type of insect infestation.

Failure to comply with reporting any sightings of rodents or insects/bugs (any type), to allow access to treat, and/or to prepare for treatment constitutes a health and safety violation for the Residents of the development and will result in a Lease Violation being issued. Management reserves the right to obtain services (existing staff or outside contractor) to properly prepare the unit for any necessary treatment in the event the Resident fails to prepare the unit as instructed. All costs associated with preparing the unit by staff or an outside contractor will be charged to the Resident.

Residents are prohibited from using foggers in any self-extermination efforts.

Snow Removal:

After an appreciable amount of snowfall (2" or more), removal of snow from the sidewalks will be done – when the snowfall has stopped. Salting icy sidewalks will be done as needed. Also, the parking lot will be plowed in areas accessible to the plow.

Section 5 – Service (continued)

Sewer System:

The sewer system is sufficient to handle all normal drainage. Should your commode overflow, call the management office for service. If you are able, you may use a toilet plunger. Stoppages caused by you (i.e. paper towels, disposable diapers, sanitary napkins/tampons, cat litter, etc.) will be charged to you. These and similar items must not be flushed.

It is advisable to never store items on top of the commode tank. Care should be taken to avoid dropping foreign objects, (i.e. deodorant cans, combs, etc.) into the commode. If you use a tank cover on your commode, be sure it doesn't interfere with the flushing mechanism.

Pouring grease into the sinks or toilet in your apartment is forbidden. All grease should be disposed of with garbage in the proper container. Damage caused by negligence will be charged to the Resident.

Plumbing Leaks

Contact the management office if the water in your apartment is not hot. You will also need to report any leaking water pipes, dripping faucets or continually running toilet tanks. You will not be charged for any of these items unless damage was caused by you.

Electricity:

During your original move-in inspection, you should have been told of the location of the circuit breaker in your apartment. If the lights go out, check the circuit breaker box. A tripped breaker must be flipped to the OFF position and then back to the ON position. To avoid damage to the wiring and fuse box, only reset the breaker once before calling the management office. If there is a problem appliance circuit, you risk damage to the wiring and fuse box. Check for any condition that may be overloading the circuit, such as too many appliances on the same circuit.

Section 5 – Service (continued)

Water:

If the water in your apartment is not hot, please contact the management office immediately. You will also need to report any leaking water pipes, dripping faucets or continually running toilet tanks. You will not be charged for any of these items unless there was damage was caused by you.

Light Bulbs:

All light fixtures contain bulbs when you move in and replacements will be the Resident's responsibility – including the appliance bulbs. We do have a supply of light bulbs and maintenance will replace them at a small cost to the Resident (cost of bulb only). You will be charged for missing or burned out light bulbs upon move out.

Counter Tops:

The counter tops in your kitchen are of high-grade laminate. While a very durable surface, this laminate is not impervious to severe heat and staining. Substances that may leave stains should be wiped off the counter top immediately. Hot pads should be utilized as required to protect the counter top surface. Do not cut items with a sharp knife on your counter tops. Burns, knife cuts, etc., will be replaced but the cost will be charged to the Resident.

Service Billing:

Charges for maintenance items not considered as normal wear and tear will be billed to the Resident. Charges depend on the current cost of materials and labor.

Please refer to the most recent Replacement and Repair Cost Schedule. The cost schedule is given to all Residents at move-in and any time upon request. A copy is also posted in the management office. **Rates are subject to change.**

Section 6 – Appliances

General:

The Property Manager or maintenance staff will acquaint you with the operation of the heating system and all appliances (range, refrigerator, etc.) during the move-in inspection. Please ensure that you understand the operation of any appliance or piece of equipment with which you are not familiar.

Range:

DO NOT COVER STOVE BURNERS WITH FOIL AS THE FOIL WILL IGNITE CAUSING A FIRE.

Lining the oven and the racks with foil will not allow proper circulation of heat and also may come in contact with the heating element - causing a short. Management strongly suggests that you use your range hood fan while cooking. Use of the range hood fan eliminates moisture in the atmosphere and the possibility of setting off the smoke detector while cooking.

Refrigerator:

Defrosting is not required. Your refrigerator has the self-defrosting feature.

Hot Water Heater:

This appliance does not need attention on your part. The water temperature has been set according to established guidelines and to conserve electricity. Please call the management office for service if you do not have hot water.

Section 7 – Energy Conservation

Although Residents do not pay for utilities at Delphia House, energy conservation benefits all. Energy conservation is also consistent with the nation's goal.

Section 7 – Energy Conservation (continued)

We require all Residents to use in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning, and other applicable facilities and appurtenances.

Without prior written approval from management, no Resident shall use any apparatus for heating that was not provided by Delphia House.

Delphia House is focused on being energy efficient to reduce operating costs for this project. To that end, the following measures will be implemented by management by our staff as appropriate:

- Lights should be turned off when not in use in any common areas (laundry rooms, public restrooms, community room, trash rooms, etc.).
- Reduction of lighting and bulb wattage in public hallways, lobbies, and parking areas, consistent with safety requirements.
- Replacement of exterior and interior incandescent lighting with fluorescent or other energy efficient lighting in common areas, and as appropriate, in individual apartments.
- Thermostat settings in vacant apartments, where individually controlled, will be set to operate at a minimum level necessary to prevent damage to water systems.
- If two boilers are used for space heating, one will remain off for several cold wintery days to test whether heating efficiency of single boiler is adequate.
- Purchasing of heating fuel (oil) when rates are favorable.
- Kitchen appliance will be replaced with energy efficient appliances (Energy Star).
- When painting common areas, light or reflective paint will be used, and/or washable wallpaper considered.

Section 7 – Energy Conservation (continued)

- Storm or other energy efficient doors and windows will be used when making replacements.
- Use of photoelectric sensors to turn on exterior lights at dusk and off at daybreak.
- Reduction of hot water use through installation of water flow restrictors.

In addition to measures undertaken by our staff, involving Residents in conservation is a key to success for cost and energy use reduction. Residents are encouraged to utilize the following energy reduction tips:

- When high wattage light bulbs burn out, replace them with compact fluorescent bulbs.
- Turn off lights when not in use – both in the apartment and in the building's common areas (i.e. community room, public restroom).
- Do not use electric appliances longer than necessary, and be sure to turn off appliances when not in use.
- Do not run hot water longer than absolutely necessary.
- Do not leave stove burners on longer than absolutely necessary.
- Call the management office immediately to report leaky faucets, plumbing leaks, and electrical problems.
- In the winter, close the shades or drapes in the evening. Open drapes or shades in the morning to admit winter sunlight and warmth through the windows.
- In the summer, open shades or drapes in the evening. Close drapes or shades in the morning to reduce heat from the sunlight.

Section 7 – Energy Conservation (continued)

- Never have heat or air conditioning on while doors and windows are kept open.
- In nice weather, turn off heat and air conditioning and open windows.
- Keep fan coil units, radiators and heater surfaces clean.
- Schedule use of laundry machines to allow for full loads.
- Report broken or cracked windows to the management office immediately.
- Use cold water detergents in washing machine, and wash and rise in cold water. (These settings are not recommended for any sightings of bedbugs on articles of clothing.)
- Do not block air outlets or returns and radiators with furniture or curtains. Keep all items at least two (2) feet away.
- Close doors and shut off heating supply to rooms that are seldom used.
- Call the management office if you have any questions or if you have some ideas on further energy conservation. All ideas will be appreciated.

Section 8 – Reasonable Accommodation/Modification Policy

The Delphia House is an equal housing opportunity provider and does not discriminate against our Residents with disabilities. It is our policy to provide reasonable accommodations to our Residents who are disabled and because of that disability need a change or exception to our usual rules or policies to be able to fully use and enjoy our communities. The same policy applies to Residents who need a structural modification because of a disability.

Section 8 – Reasonable Accommodation/Modification Policy (continued)

A request for reasonable modification and/or structural modification may be denied if permitting the request would create an undue administrative or financial burden.

A. Communicating with Persons with Disabilities

The Delphia House will take steps to the maximum extent feasible to accommodate requests for effective communication with persons with disabilities, including providing auxiliary aids to ensure effective communication with hearing- and speech-impaired individuals and accommodating requests by persons with disabilities to have written materials presented in a manner which can be understood. The Delphia House will make alternate accommodations up to the point at which further accommodations would result in either a fundamental alteration in the nature of the project or program.

B. Assistance Animals

1. Assistance animals are not pets. They are animals that work, provide assistance, or perform tasks for the benefit of a person with a disability, or animals that provide emotional support that alleviates one or more identified symptoms or effects of a person's disability. Assistance animals are often referred to as service animals, assistance animals, support animals, or therapy animals.
2. The Delphia House may not refuse to allow a person with a disability to have an assistance animal merely because the animal does not have formal training.
3. The Delphia House will not refuse to modify or to provide an exception to a "no pets" rule or policy to permit a person with a disability to use and live with an assistance animal unless:
 - a. The animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by a reasonable accommodation,

Section 8 – Reasonable Accommodation/Modification Policy (continued)

- b. The animal would cause substantial physical damage to the property of others,
 - c. The presence of the assistance animal would pose an undue financial and administrative burden to The Delphia House, or
 - d. The presence of the assistance animal would fundamentally alter the nature of The Delphia House's services.
4. The fact that a person has a disability does not automatically entitle him or her to an assistance animal. There must be a relationship between the person's disability and his or her need for the animal.
5. The Delphia House may not require an Applicant or Resident to pay a fee or a security deposit as a condition of allowing the Applicant or Resident to keep the assistance animal. However, if the Resident's assistance animal causes damage to the unit or common areas of the building, The Delphia House may charge the Resident for the cost of repairing the damage.

C. Unit Transfers

If a member of a Resident household becomes disabled with an impairment that requires special accessibility features and the Resident requests an accessible unit, The Delphia House may move that Resident into an accessible unit in lieu of making the Resident's existing unit accessible and usable. However, if a Resident needs only minor modifications to his or her unit, and does not need a fully accessible unit, The Delphia House will make the modifications and leave the project's fully accessible units available for Residents who need such units.

Residents approved for a unit transfer due to a reasonable accommodation/modification, will be placed on the Waiting List for an accessible unit as of the date the unit transfer request was made.

Section 8 – Reasonable Accommodation/Modification Policy (continued)

Procedures:

1. The Resident obtains a Reasonable Accommodation/Modification Request Form from the Property Manager. This form is completed and returned to the Property Manager.
2. The Resident signs a Verification Form to be submitted to the “verifier” by the Property Manager.
3. When the verification is returned, the Property Manager will notify the Resident in writing of the determination concerning the request.
4. The Resident may be asked to complete additional forms necessary to implement the accommodation/modification.
5. If it is necessary to deny the request, The Delphia House will attempt to identify a different, yet effective, means of meeting the Resident's needs.
6. If the Resident does not understand the reasonable accommodation/modification process, he/she should notify the Property Manager that assistance is needed.

Section 9 – Violence Against Women Act

Residents of Delphia House have protections under the Violence Against Women Reauthorization Act of 2013 (VAWA).

VAWA Protections

- Being a victim of domestic violence, dating violence, sexual assault, or stalking, as these terms are defined in the law, is not a basis for denial of assistance or admission to assisted housing if the Applicant otherwise qualifies for assistance or admission;
- Incidents or threats of domestic violence, dating violence, sexual assault, or stalking will not be construed as serious or repeated violations of the Lease or as “good cause” for termination of the assistance, tenancy, or occupancy rights of the victim; and

Section 9 – Violence Against Women Act (continued)

- Criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking that is engaged in by a member of a Resident's household or any guest or other person under the Resident's control shall not be cause for termination of assistance, tenancy, or occupancy rights if the Resident or an affiliated individual of the Resident is the victim of the domestic violence, dating violence, sexual assault, or stalking.

Delphia House Rights and Responsibilities

- Delphia House may bifurcate a Lease for housing in order to evict, remove, or terminate assistance to any individual who is a Resident or lawful occupant who engages in criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking against an affiliated individual or other individual without evicting, removing, terminating the assistance to, or otherwise penalizing a victim of such violence, who is a Resident or lawful occupant.
- If such bifurcation occurs, and the removed Resident or lawful occupant was the sole Resident eligible to receive housing assistance, Delphia House shall provide any remaining Resident the opportunity to establish eligibility for this project.
- If the remaining Resident cannot establish eligibility, Delphia House is required to provide the Resident a reasonable time to find new housing or to establish eligibility under another housing program.
- VAWA may not be construed to limit Delphia House from honoring various court orders issued to either protect the victim or address the distribution of property in case a household breaks up.
- VAWA does not limit the authority of Delphia House from terminating assistance or evicting a Resident due to any Lease Violation unrelated to domestic violence, dating violence, sexual assault, or stalking, provided that Delphia House does not subject a Resident to a more demanding standard than other Residents in determining whether to evict or terminate assistance.

Section 9 – Violence Against Women Act (continued)

- VAWA may not be construed to limit the authority of Delphia House to terminate the assistance of, or evict, any occupant who can be demonstrated to pose an actual and imminent threat to other Residents or the property's employees.
- VAWA shall not be construed to supersede any provisions of Federal, State, or local laws that provide greater protection for victims of domestic violence, dating violence, sexual assault, or stalking.

Documentation

The Applicant or Resident must provide documentation in regards to domestic violence, dating violence, sexual assault, or stalking within fourteen (14) business days after the Applicant or Resident receives a request in writing for such documentation from Delphia House. The fourteen (14) day deadline may be extended at the discretion of Delphia House.

Acceptable forms of documentation include the following:

- A certification form approved by HUD that states that an Applicant or Resident is a victim of domestic violence, dating violence, sexual assault, or stalking, the incident of domestic violence, dating violence, sexual assault, or stalking that requires protection, and the name of the perpetrator.
- A document that is signed by the Applicant or Resident and an employee, agent, or volunteer of a victim service provider, an attorney, or a medical professional, from whom the Applicant or Resident has sought assistance relating to domestic violence, dating violence, sexual assault, or stalking, or the effects of abuse, in which the professional states, under penalty of perjury, that he or she believes that the abuse meets the requirements found in VAWA
- A Federal, State, tribal, territorial, or local police report or court record
- A statement or other evidence provided by an Applicant or Resident, at the discretion of Delphia House.

Section 9 – Violence Against Women Act (continued)

Confidentiality Requirements

Any information submitted to Delphia House regarding domestic violence, dating violence, sexual assault, or stalking, including the fact that the individual is a victim of such abuse, will be kept confidential and will not be entered into any shared database or disclosed to any other entity or individual, except to the extent that the disclosure is requested or consented to by the individual in writing, required for use in an eviction proceeding, or otherwise required by applicable law.

If Delphia House receives documentation that contains conflicting information, Delphia House may require an Applicant or Resident to submit third-party documentation.

Emergency Transfers

Residents who are victims of domestic violence, dating violence, sexual assault, or stalking must be allowed to transfer to another available and safe dwelling under a covered housing program. Delphia House must incorporate reasonable confidentiality measures to ensure that disclosure is not made of the location of the new dwelling unit of a Resident to a person that commits an act of domestic violence, dating violence, sexual assault, or stalking against the Resident.

The Resident can be granted a transfer only if the Resident requests a transfer, and either the Resident reasonably believes he or she is threatened with imminent harm from further violence if he or she remains in the unit or if the Resident is a sexual assault victim, the sexual assault occurred on the premises during the ninety-day (90-day) period preceding the transfer request. Any transfer is subject to the availability of assisted housing and subject to all other HUD requirements being met.

Section 10 – Tenant Grievance Procedures

In order to ensure the fair treatment of Tenants while providing for an equitable manner by which the Owner/Agent can operate, maintain, and safeguard rental projects, these grievance procedures will be followed.

Procedures:

1. Definitions

- a. Adverse Action – A suspension of any length, including indefinite suspension; a removal; a denial.
- b. Agent – The Management Agent (Delphia Management Corporation) contracted with the Owner/Agent to manage the daily operation of each project.
- c. Complainant – Any Resident whose grievance is presented to the Owner/Agent, in accordance with these procedures.
- d. Eviction – Dispossession of the Resident by judicial action pursuant to State or local law from his/her unit as a result of termination of the tenancy, including a termination before or at the end of the Lease term.
- e. Grievance – A dispute which a Resident has with the Owner/Agent's action, or failure to act, according to the Lease and/or Owner/PHFA/HUD regulations which results or may result in denial, significant reduction, or termination of benefits (other than eviction by judicial action pursuant to State or local law, rejection of an application for occupancy, and denial of admission to the site).
- f. Hearing – An informal proceeding at which a Resident's grievance or appeal of an Owner/Agent's Adverse Action or decision is heard before a hearing officer or hearing panel.
- g. Lease – The written agreement, approved by PHFA/HUD, between the Owner/Agent and Resident.
- h. Resident – An eligible lessee/occupant who has executed a Lease Agreement.
- i. Termination of tenancy – The termination of the Lease, either before or at the end of the Lease term, as the result of material non-compliance with the terms of the Lease, rules for occupancy, or violation of PHFA/HUD regulations applicable to the conditions for occupancy.

2. Exceptions

These procedures do not apply to:

Section 10 – Tenant Grievance Procedures (continued)

- a. Rent changes – Rent changes must be authorized by PHFA/HUD.
- b. Discrimination complaints – When a dual issue is alleged (lack of service because of race, color, religion, sex, national origin, age, marital status, physical or mental handicap), the grievance which will affect the Resident's rights to decent, safe and sanitary conditions will be handled in accordance with these procedures. The Resident's right to a hearing on his/her grievance will not be delayed pending resolution of the discrimination allegation.
- c. Projects in which an Association of all Residents has been duly formed – In projects where an association of all Residents has been duly formed and the Association and the Owner/Agent have agreed to an alternate method of settling grievances, that method will be used.
- d. Changes in rules required by PHFA/HUD– Changes in rules required by PHFA/HUD in which proper notices and opportunity have been given according to law and the provisions of the Lease.
- e. Notification of termination of tenancy and eviction – Notification of termination of tenancy and eviction is to be handled in accordance with PHFA/HUD requirements.
- f. Termination of tenancy and eviction by judicial action as prescribed by State or local law – Termination of tenancy and eviction must be based on material violation of the Lease terms or for other good cause as determined by the Owner/Agent in accordance with PHFA/HUD regulations. The Owner/Agent shall not evict any Resident except by judicial action pursuant to State or local law and in accordance with PHFA/HUD regulations.
- g. Denial of admission or rejection of the application – These procedures do not apply if an Applicant's application for occupancy is rejected or if an Applicant is not admitted to any of the sites.
- h. Disputes between Residents – These procedures do not apply to disputes between Residents not involving the Owner/Agent.

Section 10 – Tenant Grievance Procedures (continued)

3. Reasons for Grievance and Appeal

Grievance and appeal procedures provide a means for a Resident to meet with the Owner/Agent and to obtain a hearing if the Resident has a grievance. This opportunity relates to the Owner/Agent's action, or failure to act, in accordance with the Lease and/or PHFA/HUD regulations and results in a denial, significant reduction or termination of benefits; or when a Resident contests the Owner/Agent's notice of proposed Adverse Action as provided in Section 4(b) of the Procedure. This may include:

- a. Failure to maintain the premises in such manner that provides decent, safe, and sanitary housing.
- b. Violation of Lease covenants and rules.
- c. Modification of Lease.
- d. Rule changes.
- e. Rent changes not authorized by PHFA/HUD.
- f. Failure to maintain the premises according to State and local laws, statutes or ordinances in effect at the date of final construction unless new or amended laws and ordinances are made retroactive to, or prior to, the date of final construction.

4. Settlement of grievances and appeals

- a. General – Residents are encouraged to attempt to settle disputes through informal meetings with management without resorting to these hearing procedures.
- b. Informal settlement of grievance – Any Resident grievance shall be personally presented, either orally or in writing to the Owner/Agent's administrative office or to the on-site management office within ten (10) days after the occurrence giving rise to the grievance. In the case of an Owner/Agent's proposed Adverse Action, the Owner/Agent shall notify the Resident in writing. The notice must be delivered via certified mail, return receipt requested, or a hand-delivered letter with a signed and dated acknowledgement of receipt from the Resident, giving specific reasons for the proposed action. The notice must also advise the Resident of the right to respond to the notice within ten (10) calendar days after receipt, in accordance with paragraph (c) of this Section and of the right to a hearing in accordance with Section 5 of

Section 10 – Tenant Grievance Procedures (continued)

the procedure. If the Resident needs the notice to be provided in a language other than English, the Owner/Agent will comply.

- c. Presentation of grievances or responses to notice of proposed Adverse Actions – If the Adverse Action cannot be resolved otherwise, the Resident shall personally present to the Owner/Agent any grievance or response, either orally or in writing, within ten (10) calendar days after occurrence of the grievance or receipt of a notice of proposed Adverse Action. If requested, the Owner/Agent shall meet with the Resident within five (5) working days of the request in an attempt to resolve the grievance. The meeting shall be informal and the Owner/Agent shall be responsible for keeping appropriate notes relative to the meeting. If the grievance is not resolved to the Resident's satisfaction, the Owner/Agent shall prepare a summary of the problem, including the Owner/Agent's position, the Resident's position, and the results of the meeting within ten (10) calendar days after the informal meeting. A copy of the summary must be given to the Resident and one retained in the Owner/Agent's files.

5. Procedure for obtaining a hearing

- a. Request for a hearing – If the Resident desires a hearing, a written request for a hearing must be submitted to the Owner/Agent within ten (10) calendar days after receipt of the summary of any informal meeting. The written request must specify:
 - (1) The reasons for the grievance or contest of the Owner/Agent's proposed action, and
 - (2) The action of relief sought.
- b. Scheduling of hearing – A hearing shall be scheduled to be held within fifteen (15) days after receipt of the Resident's request for a hearing at a time and place mutually convenient to both parties. If the parties cannot agree on a meeting place or time, the hearing officer or hearing panel will designate the place and time.

Section 10 – Tenant Grievance Procedures (continued)

- c. Selection of hearing officer or hearing panel – In order to properly evaluate grievances and appeals, the Owner/Agent and Resident shall select a hearing officer or hearing panel. The hearing officer shall be an impartial, disinterested person selected jointly by the Owner/Agent and the Resident. If the Owner/Agent and the Resident cannot agree on a hearing officer, they shall each appoint a member to a hearing panel and the members so selected shall select a third (3rd) member. If within thirty (30) days from the date of the request for a hearing the Resident and Owner/Agent, or their designee, have not agreed upon the selection of a hearing officer or hearing panel, they shall designate a third party to select the third hearing officer. Members of the hearing panel or the hearing officer must be willing to render their services without compensation. The hearing officer or hearing panel has the authority to reverse the Owner/Agent's decision

- d. Examination of records – When the Owner/Agent has provided the Resident with a notice of proposed Adverse Action, the Owner/Agent shall allow the Resident to have the opportunity, at a reasonable time before the hearing and, at the expense of the Resident, to examine and/or copy all documents, records, and regulations of the Owner/Agent which the Owner/Agent intends to use at the meeting unless otherwise prohibited by law.

- e. Escrow deposit – Provided the Resident's rental payments are otherwise current, an escrow deposit of rental payments may be used by the Resident in the case of a grievance where the Owner/Agent fails to maintain the property in a decent, safe and sanitary manner. When an escrow deposit is used, the Resident shall deposit into escrow, when the rent is due, the amount required by the Lease. The escrow deposits must continue until the complaint is resolved through informal discussion or by the hearing officer or panel. The rent must be deposited in a Federally insured financial institution or with a bonded independent agent. Failure to make timely escrow payments will result in a termination of the Resident grievance and appeals procedure and all sums will immediately become due and payable under the Lease. Receipts on deposit must be available for examination by the Resident or the Resident's designee.

Section 10 – Tenant Grievance Procedures (continued)

f. Failure to request a hearing – If the Resident does not request a hearing within the time provided by paragraph (a) of this section, the Owner/Agent's disposition of the grievance of appeal will become final.

6. Procedures governing the hearing

a. Subject to paragraph (b) of this section, the hearing will be an informal proceeding before a hearing officer or hearing panel at which evidence may be received without regard to whether that evidence could be used in judicial proceedings.

b. The hearing must be structured so as to provide the basic safeguards for both the Owner/Agent and the Resident, which must include:

- (1) The right of both parties to be represented by counsel or another person(s) chosen as his/her representative.
- (2) The right of the Resident to a private hearing unless a public hearing is requested.
- (3) The right of the Resident to present oral or written evidence and arguments in support of his/her grievance or appeal and to refute the evidence of all witnesses on whose testimony or information the Owner/Agent relies.
- (4) The right of the Owner/Agent to present oral or written evidence and arguments in support of the decision, to refute evidence relied upon by the Resident, and to confront and cross-examine all witnesses on whose testimony or information the Resident relies.
- (5) A decision based solely and exclusively upon the facts presented at the hearing.

c. At the hearing the Resident must present evidence that he/she is entitled to the relief sought, and thereafter, the Owner/Agent shall present evidence showing the basis of its action or failure to act against that which the grievance or appeal is directed.

Section 10 – Tenant Grievance Procedures (continued)

- d. The hearing officer or hearing panel shall require that the Owner/Agent, the Resident, counsel and other participants or spectators conduct themselves in an orderly manner. Failure to comply with the directions of the hearing officer or hearing panel to obtain order may result in exclusion from the proceedings, or in a decision adverse to the interests of the disorderly party and granting or denying of the relief sought, as appropriate.
 - e. If the Resident (or his/her representative) fails to appear at a scheduled hearing, the hearing officer or hearing panel may make a determination to postpone the hearing for a time not to exceed five (5) business days or may make a determination that the party has waived his or her right to a hearing under these procedures. Both the Resident and the Owner/Agent shall be notified of the determination of the hearing officer or hearing panel.
 - f. The hearing officer or panel may render a decision without proceeding with the hearing if the hearing officer or panel determines that the issue has been previously decided in another proceeding.
7. Decision of the hearing officer or hearing panel
- a. The hearing officer or hearing panel shall prepare a written decision, together with the reasons therefore, within ten (10) calendar days after the hearing. The written decision must be specific as to the facts presented which were the basis upon which the decision was rendered. Copies of the decision must be sent to the Owner/Agent and the Resident.
 - b. The decision of the hearing officer or hearing panel shall be binding upon the parties to the hearing unless the Board of Directors of the Owner/Agent, in consultation with HUD, determines that the decision of the hearing officer or panel is contrary to applicable Federal, State or local law, PHFA/HUD regulations or contracts with the Owners/Agent. The hearing officer or hearing panel shall amend the decision to comply with the regulation(s) within ten (10) days of receipt of the notice. (However, the decision of the hearing officer or hearing panel does not preclude either party's right thereafter to seek judicial relief through the courts.)

A reasonable accommodation will be granted to persons with disabilities to participate in any part of the Grievance process.

Manager's Letter

Now that you have read the preceding pages of information and obligations, we hope you feel a little more familiar with us and what we want to accomplish.

The Delphia House is managed and maintained with the utmost honesty and integrity. All Residents will be treated equally with no discrimination of anyone's ethnic background, religious beliefs, national origin or sexual orientation.

It may seem that there is an endless list of policies, but these have been devised over years of experience. If you really think about it, you will see that each obligation is designed to help you – the Resident. To respect others, their rights and property – just as you would want others to respect you and yours – is the ultimate basis and goal for all.

Management will be available to discuss any problem or disagreements you may have, attempting to be fair and understanding of your needs.

We will be responsive to your requests, provide prompt maintenance and with your cooperation, we will keep The Delphia House as beautiful as it is today. It will be a place we can call home.

My signature below acknowledges my receipt and understanding of the information and policies in The Delphia House Resident Handbook dated 9/15/2016. I further understand that the Resident Handbook is an official part of my Lease Agreement with The Delphia House.

Resident Signature

Date

Resident Signature

Date

Management Signature

Date



Quality housing for people with limited resources.

Delphia Management Corporation
118 North George Street
York, PA 17401
717-846-5139
800-654-5984 (TDD)



This institution is an equal opportunity provider and employer.