

# Community Guidelines

2023/2024



**BERKSHIRE  
HOUSING**  
CONNECTING PEOPLE TO HOME

# welcome

Welcome to your new home! At any property that is owned and/or managed by Berkshire Housing, we are committed to ensuring a safe and healthy environment for all residents and visitors. Our mission at Berkshire Housing is to find solutions to housing for all people across the communities of Berkshire County. We are committed to being good neighbors and believe that these Community Guidelines will help to ensure just that. While these are particularly important rules to follow for everyone's safety, they also help us all be good neighbors.

***If you have any questions, please know that there are plenty of people to assist.***

***Your Property name is:***

***Your Property Manager is:***

***Contact Information:***

***Your Resident Services Coordinator is:***

***Contact information:***

***Your Leasing Agent is:***

***Contact information:***

***Your Site Superintendent is:***

***Contact information:***

Berkshire Housing assures that qualified individuals are not discriminated against under Section 504 and the Fair Housing Act based on their disability and assures they have equal opportunity to receive and enjoy the benefits of living at this Property. Residents requiring Section 504 reasonable accommodation should contact the Resident Services Coordinator (if applicable) or the Property Manager for assistance.

### ***Quiet Enjoyment***

Berkshire Housing requests that all residents respect the rights of other residents to comfort, safety, privacy, security, and peaceful enjoyment. Residents acknowledge that this is their sole place of residence. Resident may not reside away from their apartment in excess of 180 days per calendar year. Residents will not engage in any conduct that interferes with the peaceful enjoyment of other residents on the property or in the common areas.

Residents and visitors will not create or allow to be created, any disruptive, noisy, or otherwise offensive behavior or use of the apartment and/or property. Residents and visitors will not commit any disturbance or nuisance, private or public in the apartment, property, or common areas.

Residents and their visitors will not engage in, or allow to be engaged in, any unlawful acts or any unlawful use of the apartment, common areas, or property, including but are not limited to the sale, use, distribution, manufacture, storage or possession of illegal firearms, illegal drugs or other controlled substances or the commission of acts that cause or threaten to cause physical harm or hazardous conditions to others.

### ***Rental Payments***

Rental payments are due on the first day of each month. If you are unable to make your rent payment on time, it is important to contact your property manager as soon as possible. On the 10th day of the month, if the rent is not received in full, the Resident will be notified that a balance is due. On the 20th of the month, all past due balances will be reviewed and a determination will be made whether to issue a 30-Day Notice to Quit (NTQ) for non-payment of rent. Exceptions will be based on individual hardship circumstances that have been communicated to the property manager and include a clear plan to address the past due balance in a timely manner. The NTQ may be mailed and/or hand delivered to the Resident.

**Rental payments must be in the form of a check or money order,  
payable to the property name listed on page 1,  
or paid through Berkshire Housing's online portal, ResMan.**

**In the memo line of the check or money order, the tenant should  
print their name and unit #.**

**NO CASH WILL BE ACCEPTED.**

# safety

## ***Common Areas***

Common areas of the property include but are not limited to indoor/outdoor entrances, stairwells, hallways, elevators, lobby areas, parking area, laundry rooms, game room, fitness center, community rooms, gazebos, patios, sidewalks, porches. If applicable, Residents are encouraged to use these areas for their enjoyment and to create a sense of community.

Residents will remove any signs, advertisements or notices displayed by them within the common areas if Berkshire Housing determines it not to be proper use of the common areas. Additionally, residents will refrain from storing personal belongings and additional furnishing in the common hallway as a safety measure. Residents will not obstruct access to sidewalks, entrances, common area hallways, stairways, elevators, or fire extinguishers. As well, Berkshire Housing understands that some residents may need access to storage on the ground floor for items including walkers, scooters, etc. Residents are asked to work with their property manager who will make every effort to accommodate the request while ensuring the safety of all residents.

## ***Visitors***

Residents and visitors will comply with all laws and City/Town ordinances affecting the use or occupancy of the property/apartment and with all reasonable rules or regulations as adopted by the Owner/Agent from time to time for the safety, comfort, and welfare of the occupants of the property.

Overnight guests are welcome to stay with residents once a "Guest Registration Form" from the Site Superintendent is completed and returned to the Site Superintendent. Maximum overnight stays allowed are 30 days per calendar year.

Residents cannot sell or give accommodations in the premises to any boarder, lodgers, roomers, or permanent guests. If residents expect their household size to increase for reasons other than the birth or adoption of a child, written permission from the Owner/Agent in advance is required at the time of the request a revised application for residency, including the proposed new household member(s).

## ***Fire Safety***

Residents will not tamper with the smoke detector(s) within the apartment and will keep them operational.

Smoke-free property: The property is a non-smoking facility. Smoking is not allowed anywhere on the property, neither in the apartment nor on the property, including but not limited to, hallways, stairways, foyers, common rooms and facilities, decks, patios, exterior landings, front steps, entrance ways, roof tops, fire escapes, basements, storage areas, parking areas, driveways, walkways, lawns, gardens, adjoining grounds, and building facilities. The only exception is if your property has a management provided smoking shelter.

Smoking includes the inhaling, exhaling, breathing, carrying, or possession of any lighted cigarette, cigar, pipe, hookahs, water pipes, roll your own tobacco, or other product containing any amount of tobacco, or other similar lighted product, including marijuana, or any other illegal substance. Medical marijuana card does not allow you to smoke on the property, in the apartment or common areas.

Other flammable related items: In addition to smoking products being prohibited, the following products or devices cannot be used: Candles, Incense, Citronella, and fire-burning Air Fresheners. Other items not permitted include but not limited to live Christmas trees, additional space heaters, fireplace inserts, electric heaters. Residents will take every precaution to prevent fires and will not store any flammable material that might create a fire hazard.

Charcoal burners or other open-flame cooking devices, liquefied-petroleum (LP) gas-fueled cooking devices, LP-gas burners having a LP-gas container, or fire pits are not permitted property/apartment at any time.

Electrical safety: Do not overload electrical outlets or use extension cords. Use only a UL approved power strip cord (see extension cord label).

Cooking safety: Residents will cook responsibly and leave no items unattended cooking in stove, oven, microwave, or any other cooking apparatus.

### ***Outdoor Recreation, Acceptable Storage of Items, and Outdoor Safety***

Outdoor recreational items, structures, rental equipment, and storage can pose safety risks or hazards to Residents and visitors. Items that are not allowed include gas powered outdoor recreational equipment, pools (wading and/or pet pools), hot tubs, Slip N Slides, and trampolines. Any other outdoor recreational equipment, structure, etc. must be discussed with the property manager and a plan for appropriate storage must be determined and followed. If a property includes a private balcony or patio, this space will be kept clean and organized and if routine maintenance is required, the tenant will be required to remove items that inhibit access. To assist Berkshire Housing in maintaining the property, please refrain from keeping personal belongings (i.e., Bikes, toys, storage bins, chairs) on the grassy areas of the property. Residents shall not leave trash on private balconies or patios to not attract wildlife or other bugs or insects and shall dispose of all trash properly.

*To prevent nuisance wildlife or unsafe conditions, **residents should not feed animals or dispose of food outside of their home** that might invite wildlife onto the property.*

Gardening & outdoor décor: Berkshire Housing allows community gardening and planting in provided containers. Not all properties have this amenity. Landscaping, digging up of soil, destruction of grounds is not allowed. If you have a personal gardening need or request, please discuss this with the Property Manager. Additional gardening spaces beyond the raised beds will be considered within the context of the safety and maintenance of the site. Any new sites will be bordered to clearly mark the area allowed.

# spaces & services

## ***Repairs & Maintenance***

Periodically, repairs may be required within your apartment. (i.e., leaking faucet, toilet running, window stuck, leaking sink drain, etc.) It is important for Residents to report promptly all maintenance and repairs and not undertake any repair of such items themselves. To ensure timeliness in completing repairs Residents are required to complete a "Work Order". There are two options for submitting a work order. Work orders may be submitted through the resident portal. If that is not accessible, order forms can be obtained from the box located outside the site office door. The Site Superintendents are not permitted to accept verbal requests for service from Residents. Additionally, there is a 24-hour maintenance emergency call-in number to be used for any emergency threat to the resident(s) or property. Examples include but are not limited to no heat/hot water, clogged toilets if only 1 bathroom, lock outs, broken pipes, fire, water leaks, electrical issues, refrigerator/stove not working, etc.

Residents will not paint, wallpaper, install waterbeds, or otherwise embellish and/or change nor make any additions or alterations to the apartment, to the appliances (refrigerator, stove), fixtures, or equipment thereof, without the prior written consent of Berkshire Housing.

Residents will not install their own dishwasher, washing machines, dryers, antennas, satellite dishes, or other like appliances or equipment without the prior written permission of Berkshire Housing.

Residents will allow Berkshire Housing staff to enter the Apartment at reasonable times with adequate notice (24 hours) to make repairs or improvements thereto, to make preventive maintenance inspections, or, after Resident has given a notice of intent to move, to show the Apartment to prospective residents or otherwise to show the Apartment to representatives of Owner, Agent, or other public agencies. In cases of emergency, Owner/Agent may enter immediately and without notice.

### ***Heating & Energy Saving***

In some properties, Berkshire Housing furnishes heat and hot water to each apartment. In compliance with Mass. General Laws 105 CMR from the Massachusetts Department of Public Health, Berkshire Housing is required to furnish heat at a temperature of 68 degrees between 7:00 AM and 11:00 PM inclusive, and 64 degrees from 11:01 PM and 6:59 AM inclusive during the heating season, which is defined as September 15 through May 31st inclusive. To be mindful of energy, residents will not waste furnished utilities by Berkshire Housing and will notify staff of all water leaks or malfunctioning toilets and will not tamper with thermostats or sensors used to measure temperature. If there is an issue with the heat, please inform the Site Superintendent as soon as possible.

Residents should also use energy conservation techniques like turning off all lights when not in use and keeping windows and storm windows closed in winter.

### ***Laundry Facilities (if applicable)***

The property provides modern laundry facilities. Laundry facilities are located on each floor (if applicable) or on site for a fee. The Owner/Agent is not responsible for personal items that are left unattended or may be damaged because of the equipment. The Rules and Regulations, hours of operation are posted in the laundry facility. The resident is responsible for cleaning up after each use.

### ***Trash Disposal***

Residents are required to dispose of their trash in a timely manner and in the appropriate disposal areas of the property or trash room. Residents should not throw or dispose of anything from the windows or doors of the property or deposited in the common areas.

Bulk items are the responsibility of the Resident for removal. Items including but not limited to mattresses, electronics, bulk furniture, dressers, tires, etc., and cannot be left at the dumpster for removal. Residents will be billed for the removal of the items, if violated.

Medical waste should be disposed of in an appropriate manner (i.e. Containers). Questions concerning proper disposal should be directed to the Resident Services Coordinator or Property Manager.



### ***Mail & Deliveries***

Berkshire Housing is not responsible for any Resident mail or deliveries of any kind and will not replace any mail or packages for any reason. This includes but is not limited to packages or mail that may be lost, stolen, or damaged. It is strongly recommended that all Residents sign up/register for notification and/or tracking services through text, email, and/or phone as offered by the delivery carriers. It is also important that all Residents use their correct address when placing orders and/or for any incoming mail or packages.

### ***Motor Vehicles & Parking (if applicable)***

Residents owning a vehicle must submit a copy of the RMV Vehicle Registration at move in, and whenever a change occurs, and annually throughout residency along with a completed Berkshire Housing vehicle registration form from the Site Superintendent. This form must include the make, model of vehicle and the plate number and should be updated as changes occur. Unregistered vehicles may not be kept on the property and will be towed at the Resident's expense.

At the Site Superintendents request, Residents are required to clean off their vehicle and move the vehicle to a location directed by Berkshire Housing staff. This may be requested for plowing, sweeping of the parking lot, or otherwise performing maintenance to the area. No automobile repairs to any vehicle may be made on the property/apartment. Vehicles that are in disrepair, leaking fluids, have flat tires, or have invalid registration stickers may be towed at the Resident's expense. No driving/parking on lawns and sidewalks. Washing of vehicles of any kind is not allowed.

Uninsured or unregistered vehicles are not permitted to be stored on the property. Availability of parking for 1 or more vehicles is property specific and will be determined at lease-up. Residents will park their vehicles in the area designated for the property; there are no assigned parking spaces.

***Pets***

Residents are permitted to keep one household pet within their apartment (if applicable). Prior to getting a pet, the resident must complete the appropriate registration and approval process through Berkshire Housing. All requirements in this policy must be complete before the pet can be moved into the household. Assistance/Service Animals must be approved as a Reasonable Accommodation Request (RAR) and approved by Berkshire Housing. The Resident must then follow the Pet Policy rules and all pet licensing per local ordinances. The policy includes the tenant submitting proper verifications for the pet prior to the pet being moved in.

Berkshire Housing reserves the right to request that the pet be removed from the household if the Pet Policy rules are not followed. For further information and details, contact the Leasing Department and/or the Resident Service Coordinator.

***Door Locks & Lost Keys***

Berkshire Housing retains a pass key to the property and apartments. Residents may not change, alter, or install additional or different locks on doors or windows without prior written authorization from Berkshire Housing.

For the security and protection of the Residents and Property, Berkshire Housing will replace lost apartment keys, mailbox keys, locks, fobs, or key cards at a cost to the Resident. Residents may not give keys or fobs to anyone not on the lease and keys may not to be duplicated. Residents will be charged for lock outs during non- normal business hours.

***Moving Out***

When you are planning to move out, the Property Manager must be contacted by you. Different unit types have different rules, which may result in additional charges if move out is not completed per regulations. It is in keeping with being a good neighbor that we have your home inspected and ready for its new tenant.

