

Davis Place

Only calls after working hours are:

- Water Pressure Breakage
- Electrical Outage
- Presence of Fire Danger
- Furnace Outage (only if outdoor temperature is below 50° Fahrenheit)

All emergencies will be responded to in a reasonable length of time

****For after hour emergencies, use the following phone numbers in this order****

- **Scott Potter**
Home: (563) 583-7350
Cell: (563) 599-4077
- **Justin Potter**
Cell: (563) 543-7705
- **511 Davis Place**
Community: (563) 582-1441
Office/Fax: (563) 582-0101
- **513 Davis Place II**
Community: (563) 584-9999
Office/Fax: (563) 582-0101
- **521 Davis Place III**
Community: (563) 583-9111
Office/Fax: (563) 582-0101



Tenant Handbook

**511 – 513 – 521 Garfield Ave.
Dubuque, IA 52001**

**** KEEP THIS HANDBOOK ****

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- **Drains/ Toilets**

All Drains are draining freely and toilet is functioning without problem. If any of the drains in the toilet gets obstructed due to items from the tenants, tenant's family or friends, the tenant is responsible to open the drain or pay for the cost to have the drain opened and repaired if necessary.

- **Eviction Policy**

Being evicted is a serious matter. No one wants this to happen to you. Careful thought will be given to any problems, which may cause you to lose your home with us. Every report or problem concerning you will be investigated. Your problems will be discussed and help will be offered. Solutions to your problems must come from you. You will be evicted if you don't help yourself to solve these problems. You will also be evicted if you become an undesirable tenant by:

- Non-payment of rent
- Becoming a danger to the health, safety, and morals of your neighbors
- Becoming a bad influence on community life
- Disturbing the peace of your neighbors
- Causing damage to your apartment or community areas
- Conviction or possession of narcotics on premises

Special consideration will be given based on how you help solve your problems.

**Tenant FULLY understands all areas
Initialed _____ in Rental Agreement**

Tenant _____ **Date** _____
Landlord _____ **Date** _____

- **Access**

Landlord shall have the right, subject to tenant's consent, which consent shall not be unreasonably withheld, to enter the rental unit in order to inspect, make necessary or agreed repairs, decoration alterations or improvements, supply necessary or agreed services, or exhibit the rental unit to prospective or actual purchasers, mortgages, tenants, workmen or contractors; provided however, that there is notice of landlord's intent to enter and enter only at reasonable times. Landlords may enter the dwelling unit without tenant's consent in case of emergency and as otherwise provided in Iowa Tenant Law. Tenant agrees to allow the City of Dubuque staff to conduct periodic inspection as required by the rental assistance program, with reasonable notice.

- **Fixtures & Improvements**

Tenant shall make no alteration, addition or improvements, nor attach fixtures, without landlord's prior written consent. Tenants shall leave upon, and surrender to landlord, with the premises at the termination of the Rental Agreement, all locks, and all other fixtures attached to doors, windows, or woodwork, and all alterations, additions or improvements made by tenant, without any payment therefore. No nails or sticky hooks can be used to hang pictures or wall coverings. Needles at a 60° angle can be used. (See landlord) Tenant will be responsible for the cost of repairing the wall if there are excessive holes in the walls or nail holes.

- **Vacating Premises.**

Tenants agree to vacate the premises and to deliver all keys to the rental unit to landlord at the end of the lease period.

- **Delay of possession**

Subject to other remedies at law, if landlord is unable to give the tenant possession at the beginning of the term, the rent shall be rebated on a prorated basis until possession can be given which rebated rent shall be accepted by tenant as full settlement of all damages occasioned by said delay, and if possession cannot be delivered within ten days of the beginning of said term, this rental agreement may be terminated by giving prior written notice of such termination.

- **Maintenance by landlord**

Landlord shall maintain the premises in accordance with applicable building and housing codes and in accordance with the Iowa Uniform Residential Landlord and Tenant Law.

- **Maintenance by tenant**

Tenant shall comply with all obligations primarily imposed upon tenants by applicable provision of building and housing codes and all requirements of tenants set forth in the Iowa Uniform Residential Landlord and Tenant Law.

- **Rules**

Landlord, from time to time, may adopt rules and regulations for the rental unit, however described, concerning tenant's use and occupancy of the premises. Additionally, landlord may, in the manner provided by law, amend Rental Agreement and acknowledge receipt of rules and regulations as they are presented to tenant.

- **Pets**

Tenants shall not keep any animals on the premises, nor are tenants allowed to have animals at their apartment on a visiting basis. If at any time there is a pet found on the premises, the tenant will automatically forfeit their deposit and be in non-compliance with the Rental Agreement _____initial

- **Furnace**

Your apartment is heated by a gas furnace with a thermostat control. Management controls the thermostat.

- **Moving In**

Prior to moving in, you and the management will go over the condition of the apartment and use a check sheet which both will sign. Park all vehicles used while moving in parking area. Do not drive on lawn areas.

- **Neighbors**

As an apartment resident, you may be living in a different atmosphere than before. Please play your television, radio, or stereo equipment at a moderate level so as not to bother your neighbors. Remember to respect your neighbors' rights. Be responsible for your actions and mind your own business.

- **Parking**

Parking areas are provided for you and your guests. Areas are limited. Please be considerate of others especially on weekends when parking requirements are at their peak. Motor driven vehicles are not allowed on sidewalks or yard areas. Parking spaces are limited and not assigned. Automobile maintenance will not be performed in the parking lot. Unlicensed and junk vehicles will be reported to the police and towed away. No double parking is permitted—if the parking lot is full, parking in street is legal.

- **Visitors**

Feel free to invite friends and relatives into your new apartment. Consider your neighbors and try not to bother them while entertaining guests. No one is allowed to stay overnight. If you have any questions about this, talk to management.

- **Noise & Disturbances**

You must adhere to the 10 P.M. quiet hour. Rough Housing will not be tolerated.

- **Smoke Detectors**

Tenants are responsible for the continued operation of smoke detectors in their unit. If smoke detectors shall cease to function properly, tenant is responsible for alerting the landlord/manager immediately.

- **Keys**

The tenant is provided with 1 set of keys, 1 key per set. A charge of \$25.00 will be levied for each key that is not returned upon the tenant vacating the unit. The tenant agrees not to change or add to any locks.

- **Drugs & Illegal Activities**

No illegal drugs are permitted on the premises: store, used, or manufactured. The tenant shall use the premises in such a manner as to comply with all local, county, state, and federal laws, rules, ordinances, regulations and codes, and shall not use the premises to permit it to be used for any disorderly or unlawful purpose or in any manner determined by the owner to be offensive to any of the neighbors. If a tenant poses a **“CLEAR AND PRESENT DANGER”** to anyone within 1000 ft. of the property, the **landlord can terminate the lease with a 3 day notice.** This notice is non-curable.

- **Community Rooms**

The kitchen, living room, dining room, and hallways must be looked after by everyone. If you use something, please be considerate of others by returning the items promptly when you are finished, or by wiping down tables, countertops, stoves, refrigerators, microwaves, and floors. The dishwasher is not a cabinet. Return all dishes, pots, and pans to their respective areas. In order to maintain the high standard of living, proper cleanup and disposal of items is of utmost importance! There is **NO** alcoholic beverages allowed in community areas or outside.

- **Rubbish**

Dispose from the dwelling unit all rubbish and other waste in a clean, safe, and sanitary manner on your garbage day.

- **Window Damage**

Tenants are responsible for glass or screen damage, excluding storm damage.

- **Lock-outs**

Lock-outs between the hours of 7A.M. and 5 P.M. will have a charge of \$10.00. Lock-outs between the hours of 5 P.M. and 7 A.M. will have a charge of \$25.00.

- **Payment of Advertising**

If tenant chooses to break the contract prior to the end of rental agreement, the tenant will be responsible for the cost of advertising the unit until it is rented or end of the rental agreement. The cost of this may be taken from the security deposit if the tenant does not pay the advertising bill.

- **Cooperation**

If you have a question, complaint, suggestion, or request, contact the management in person or send a letter. Your suggestions for improving our services are welcomed.

- **Insect Control**

A monthly extermination service will be provided by management. Your cooperation in keeping your apartment clean is a must in order for this service to give maximum results. Failure to comply with spraying actions is a violation.

- **Appliances**

The responsibility for the care of the refrigerators, stove, microwave, dishwashers, washers and dryers is yours. If any of these do not work right, the maintenance people will repair and adjust it without charge if the damages result from normal use. You will be charged for damages that result from negligent appliance use.

- **Change of Address**

You are responsible for making out a change of address card at the post office. Be sure to give your full name, address, zip code, and apartment number.

- **Holding Over After the Term of the Rental Agreement**

If the tenant remains in possession after termination of the Rental Agreement, whether the termination is at the option of the landlord or not, tenant agrees to pay rent until possession is surrendered to landlord and reimburse landlord for damages to landlord arising from tenant's holdover. Damages may include, but are not limited to, payment of rent until a new tenant takes possession, cost incurred in finding a new tenant (if tenant's holdover results in loss of the subsequent tenant), cost to landlord for alternative housing for subsequent tenant during the holdover, and costs of eviction of tenant including reasonable attorney fees.

- **Insurance-Tenants Personal Property**

Tenant is responsible for insuring all personal property if insurance is desired by tenant. Landlord's insurance will not cover tenant's personal property. Tenant understands that the landlord is not responsible or help liable for any personal items in basement or basement rental units damaged due to water from any flooding, sewer back up, or ground seepage water. Tenant may be held liable for damage to the rental unit caused by tenant's neglect regardless of coverage by landlord's insurance. _____ initial

- **Tenant Negligence**

Tenant shall promptly repair or replace any fixture, appliance, and furniture on premises broken due to tenant or guest negligence.

- **Noise**

Tenants shall conduct themselves in a manner that will not disturb a neighbor's peaceful enjoyment of the premises, or unduly infringe on the right of other tenants or neighbors. Excessive noise and loud music will not be tolerated. Failure to control guests and their noise will result in legal action to terminate your Rental Agreement.

- **Damages**

Tenants shall conduct themselves in a manner that will not disturb a neighbor's peaceful enjoyment of the premises, or unduly infringe on the right of other tenants or neighbors. Excessive noise and loud music will not be tolerated. Failure to control guests and their noise will result in legal action to terminate your Rental Agreement.

- **Mechanical Repairs**

Tenant shall not due mechanical repairs to autos, boats, or motorcycles that require a disabled vehicle on premises for a period longer than 24 hours. Any flammable residue stains and containers must be removed from the driveway or parking lot immediately.

- **Lawn & Snow Care**

Landlord's responsibility

- **Laundry Room**

Washers and dryers are available for use by tenants only. The use of these appliances is for your convenience. Proper soaps and operating techniques will be discussed and/or posted. Any problems must be reported immediately to the management. Please be considerate of others by removing laundry promptly. Laundry hours are between 7 A.M. and 10 P.M.

- **Storage**

Common areas of the building (i.e.; hallways, basement, etc...) shall not be used as storage for the tenant's belongings. Landlord will not be held liable for any damage, theft, or removal of any personal property stored in a common area. Landlord may remove any items stored in the common areas and tenant may be responsible for the cost of removal of items.