

# BERMUDA HOUSING CORPORATION

## RESIDENTIAL TENANTS' CODE OF CONDUCT

The rules and regulations contained within this Code of Conduct, together with the provisions contained within the lease document, constitute the standard of behavior and performance expected of all residential tenants of the Bermuda Housing Corporation (BHC).

It is a privilege, not a right, to be a residential tenant of the BHC, and, as such, those tenants who violate or refuse to adhere to the standard of behavior and performance expected, could have their privilege revoked.

All residential tenants of the BHC are expected:

### **Rent, Electricity, Taxes, Etc.**

- (a) To pay the Rent at the times and in the manner set out in the Lease Agreement without any deductions whatsoever and shall not allow their account to fall into arrears.
- (b) To pay the costs of all utilities including electricity, telephone and gas and, immediately upon taking possession of the Premises, the Tenant shall have the utilities account changed into the Tenant's name and shall maintain it as such for the duration of the tenancy.
- (c) To pay the Land Tax or any other taxes assessed on the premises, where the Lease Agreement so requires.
- (d) To pay the Tenant's proportionate share of any and all costs of water delivered or piped to the property upon which the premises is located. To exercise due care at all times in the use of the water and, where the

Lease so requires, to assume all responsibilities for replenishment except where there is a loss of water caused by tank defects.

### **Behavior**

- (a) Not to cause or permit on the premises the use of illegal drugs or any activity, act or thing which is or may be illegal, immoral or which is or may become a nuisance, annoyance or inconvenience to the Landlord or the occupiers of any adjoining premises.
- (b) Not to play musical instruments, radios, cd players, televisions or other apparatus loud, at any time to the annoyance of others, whether or not the instrument, radio, cd player, television, etc. is being played from within or about the Premises.
- (c) Not to loiter or allow loitering by anyone else, within, on or about the Premises. Neither shall the tenant loiter or allow guests or visitors to their Premises to loiter or cause a disturbance on or about the neighboring Premises.
- (d) Not to cause, allow or permit the Premises to be occupied by more than the number of persons specified in both the Rental Application and in the Schedule without the prior written consent of the Landlord. Only those individuals that are pre-approved by the Landlord may live at the premises.
- (e) Not to keep or permit to be kept in or about the Premises any pets or animals.
- (f) To use the Premises for private residential purposes only. Specifically, no business activities shall be conducted within, on or about the premises at any time.

- (g) To permit the Landlord or agents of the Landlord to enter the Premises to view and examine its state and condition between the hours of 8:30 a.m. and 4:45 p.m. Mondays to Fridays on giving to the Tenant 24 hours prior notice.
- (h) To report to the Landlord, all accidents, fires, etc., no matter what the cause, whether or not any loss or damage to the Premises or the Landlord's contents (chattels) has occurred. The tenant may be held liable for the cost of repairs or replacements due to loss or damage.
- (i) Not to bring or permit to be brought on the Premises any explosives, gasoline or similar highly unstable or flammable substances or poisonous or hazardous chemicals. Not to store, dump or dispose of same within the grounds of the property.
- (j) Not to assign, sublet or part with possession of the whole or any part of the premises or the fixtures or fittings or any of the contents (if any) during the term without the prior written consent of the Landlord.
- (k) To notify the Landlord if the Premises will be unoccupied for a period of ten (10) consecutive days or more, specifically as it relates to emergency purposes or criminal activity.
- (l) To keep the Landlord informed of the Tenant's current telephone numbers at the Tenant's place of employment and at the premises.
- (m) On the termination of the Agreement to yield up possession of the Premises and the Chattels (if any), clean and in good order and condition.
- (n) If the Tenant or any household member listed on the Rental Application form shall become the owner of any real property or condominium unit in Bermuda whether by purchase, gift, inheritance or otherwise the Tenant shall immediately notify the Landlord and the

Landlord may at any time thereafter by one (1) month's notice in writing to the Tenant terminate this Agreement.

- (o) At all times during the tenancy, the rental unit remains the property of the BHC, and, as such, should the individual(s), who have signed the Lease Agreement, vacate the premises, than all other household members must likewise vacate the premises at the same time. BHC Lease Agreements can not be inherited by or conveyed to household members or anyone else.

### **Interior Maintenance**

- (a) At all times to keep the interior of the Premises including the doors, windows, and fixtures and fittings in good, clean and substantial repair, order and condition (reasonable wear and tear excepted) throughout the Term.
- (b) Not to change the color of the interior walls or woodwork without the prior written permission of the Corporation.
- (c) To paint the interior walls, at least once every two years, with 2 coats of good quality paint of the same colour as they were upon commencement of the Lease Term, and to paint or re-finish any woodwork, at least once every two years, with 2 coats of good quality paint or varnish as the case may be in the same colour or finish as it was in upon commencement of the Lease Term.
- (d) At all times to keep the Chattels, walls, floors, cabinets and carpets clean and in good repair, order and condition (normal wear and tear excepted), to repair all damage to the Chattels, walls, floors, cabinets, to have all carpets (if any) cleaned by a reputable carpet cleaning firm, at least once a year.

- (e) To carry out the day to day repairs to the inside of the Premises, including replacement, as necessary of tap washers, fuses, window panes, fastenings, window blinds, locks, bolts, screens, sash cords/window balances, toilet seats, outlet covers, light bulbs and door keys.
- (f) To make all electrical, masonry, plumbing and other repairs made necessary as a result of the misuse, abuse, carelessness or neglect by the tenant or the tenant's servants, agents, licensees, invitees, family or visitors. An inspection of the work will be carried out by a BHC representative or agent for quality assurance.
- (g) To keep free all drains, grease traps and gutters and to exercise due care in the closing of shutters and blinds on the Premises.
- (h) Not to cause allow or permit any electrical outlet to be overloaded.
- (i) Not to deposit any substances in the toilets, basins, sinks or bath tubs which may block the same and to clear any blockages which may occur. If a BHC representative or agent is required to clear the blockage caused by negligence on your part, a charge will be applied to your account for such work carried out.
- (j) Not to place any additional lock or bolt upon the exterior doors of the Premises without the prior written consent of the Landlord, and, upon request, to deliver a key for the Premises to the Landlord.
- (k) Not to make any improvements and/or structural alterations of any kind to the Premises or to install any air conditioning unit, change or add any plugs or wiring, or put up any external walls or fences or break or change any interior or exterior surface without the prior written consent of the Landlord.

- (l) Not to store, dump or dispose of explosives or Flammable materials and liquids or poisonous or hazardous chemicals within or about the Premises.
- (m) Not to hammer nails or put screws into the walls or to erect shelving on the walls.
- (n) To ventilate the Premises and to wipe condensation off the windows and walls to prevent and minimize the occurrence of mildew. At the first sign of mildew, spray and wipe the affected area with Tilex or Clorox.
- (o) Not to store or pack items in and around the hot water heater.
- (p) To keep all trash in proper trash receptacles and to take out trash for collection on the days prescribed for the area.

### **Exterior Maintenance**

- (a) Not to paint or affix any sign, advertisement or notice except for the correct postal address to any part of the Premises without the prior written consent of the Landlord.
- (b) To keep free all drains, grease traps and gutters and to exercise due care in the closing of shutters and blinds on the Premises.
- (c) Not to cause allow or permit any electrical outlet to be overloaded.
- (d) Not to deposit any substances in the drains and external pipes which may block the same and to clear any blockages which may occur.

- (e) Not to obstruct damage or deface the sidewalks, common hallways, passages or staircases (if any) used in common by the owners and occupiers of the adjoining premises and not to use the said sidewalks hallways entry passages and stairways for any purpose other than for entering or leaving the premises.
- (f) Not to change the color of the exterior walls or woodwork without the prior written consent of the Landlord.
- (g) Not to make any improvements and/or structural alterations of any kind to the Premises or to install any air conditioning unit, change or add any plugs or wiring, or put up any external walls or fences or break or change any interior or exterior surface without the prior written consent of the Landlord.
- (h) Not to park abandoned or unlicensed automobiles or motorcycles, boats or trailers in or about the Premises nor in or on service roads, greens or gardens except as permitted by the Landlord, as evidenced in writing. Licensed automobiles should only be parked in designated parking bays.
- (i) Not to construct or erect a swimming pool on or about the Premises.
- (j) To keep the Premises free of trash. If a BHC representative or agent is required to remove any trash/debris as a result of non-compliance with this agreement, all costs will be billed to you the tenant.
- (k) Not to erect storage sheds of any type, whether temporary or permanent, without the prior written permission of the Landlord.
- (l) Not to erect a car port of any type, whether temporary or permanent, without the prior written permission of the landlord.
- (m) Not to erect a tent and leave it up overnight without the prior written permission of the Landlord.

- (n) To coordinate the erection of antennas for cable or wireless internet with the Landlord. Radio antennas and satellite dishes are not allowed.
  
- (o) To periodically check and monitor the water level in the water tank to assist the BHC in ensuring the unit does not run out of water, and, in so doing, burn out the water pump. To unplug the water pump if it is running continuously and not automatically switching off and to immediately call BHC to advise of the problem with the pump.

SIGNED by the above named ) \_\_\_\_\_

Tenant as having received a copy: )

WITNESSED: ) \_\_\_\_\_

Date: ) \_\_\_\_\_

**BHC File Copy**

I have read the rules and regulations contained within this Code of Conduct and/or have had it read to me. I know what is expected of all residential tenants of the Bermuda Housing Corporation (BHC). Moreover, I am aware of the consequences if I violate or refuse to adhere to the standard of behavior and performance outlined in this document.

As stated before it is a privilege, not a right, to be a residential tenant of the BHC, and, as such, those tenants who refuse to comply with BHC protocol may have the privilege revoked.

SIGNED by the above named ) \_\_\_\_\_

Tenant as having received a copy: )

WITNESSED: ) \_\_\_\_\_

Date: ) \_\_\_\_\_