

# HANDBOOK FOR TENANTS

# Linwood Community

A ministry of

**Fox Valley Lutheran Homes, Inc.**

425 N Linwood Avenue

Appleton, WI 54914-3470



A Ministry of Fox Valley Lutheran Homes

Board Approved: 7/20/2022

# TENANT HANDBOOK

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# TENANT HANDBOOK

## Mission Statement

*Supportive Independent Living in a Faith-Based Senior Community*

## Purpose

To provide a faith-based and safe independent living experience for moderate income older adults, age 62 and older, and to offer “Aging in Place” help to older adults to remain independent longer.

## Guiding Core Values

Enabling older adults to maintain a healthy quality of life while living independently for as long as possible requires core values that holistically address their needs. These guiding values include:

1. Provide safe, easily maneuverable, and comfortable personal and communal living spaces.
2. Facilitate access to available community services and resources.
3. Promote an environment that maintains and strengthens health of mind, body, and spirit.
4. Facilitate opportunities to create community.

# **TENANT HANDBOOK**

## **No Smoking Rule**

No Tenant shall smoke, nor permit anyone to smoke in the Tenant's apartment. Smoking shall be prohibited throughout the entire apartment complex, including but not limited to, hallways, stairways, foyers, common rooms, restrooms, laundry, patios, exterior landings, front steps, entrance ways, basement, storage areas, parking areas, driveways, walkways, lawns, gardens, adjoining grounds, and building facilities.

If a tenant is found to break the above rule, both verbal and written warnings will be issued. At the time of the third warning, a notice of lease termination will be issued.

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## Fox Valley Lutheran Homes

Fox Valley Lutheran Homes, Inc. is a non-profit organization that is dependent on the donations of members of the Evangelical Lutheran Church in America Appleton Conference Congregations, the Corporation, the broader community, and rent of its tenants to maintain Linwood Place. All religious traditions are invited to collaborate with the ELCA Appleton Conference congregations in providing this ministry.

The following listing of regulations is intended to be helpful to the Tenants and to promote a good working relationship between Landlord and Tenant.

First and foremost tenancies are primarily regulated by Wisconsin Statutes. In Section 704, those subjects are: "A periodic tenancy, whether a tenancy from year-to-year, from month-to-month, or for any other periodic basis according to which rent is regularly payable; and a tenancy at will." We will provide you with a copy of the statutes upon request.

### **The premises shall be used by Tenants only for residential purposes.**

**RENT PAYMENT** Rent is due and payable on the first day of each month.

Rental payments shall be paid by ACH (automated clearing house), check or money order. Cash Payments WILL NOT BE ACCEPTED.

It is tenant's responsibility to notify landlord of any changes to their bank accounts.

Payments shall be delivered to the Building Manager of Linwood Place.

Checks or money orders should be made payable to: **Fox Valley Lutheran Homes, Inc., or Linwood Community.** Each NSF (non-sufficient funds) check will be charged a \$35.00 fee.

Because Linwood Community has a non-profit exemption for its property, tenants are not eligible to file for Wisconsin Homestead Credit.

### **NOTICE To VACATE**

#### **Rental Agreement for One (1) Year Term**

Tenant must provide Landlord with written notice at least two (2) full calendar months or sixty (60) days, whichever is greater, prior to the ending of the rental term. The notice shall inform Landlord whether Tenant intends to vacate the premises at the end of the term or enter into a new agreement. An agreement for term may only be terminated at the end of the term.

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## **Month-to-Month Tenancy**

A month-to-month tenancy may only be terminated at the end of a rental period. A rental period runs from the first day of a calendar month through the last day of each calendar month.

Tenant must provide Landlord with written notice at least twenty-eight (28) days prior to the ending of a month-to-month tenancy. Please refer to your lease for details.

## **SECURITY DEPOSIT**

The usual wear and tear resulting from living in any home will be recognized, but it is expected that your apartment be left in approximately the same condition as it was at move-in. The "PROCEDURES FOR VACATING AN APARTMENT" shall be used along with "INSPECTION FORM" at the time you move in and again when you vacate. See Appendix B and C.

A security deposit, equal to one month's rent, is paid when the (new) Tenant commits to rent the apartment. Lease signing and first month's rent is paid **prior** to occupancy at which time keys are issued.

The reasonable cost of unpaid utility service and charges, and or waste, and neglect caused by Tenant, normal wear and tear excepted, will be deducted from the Security Deposit. Tenant acknowledges receipt of inspection form, (Appendix C), which shall indicate description of damages prior to the Tenant's occupancy.

## **Tenant shall not use Security Deposit for last month's rent without prior written consent of the Landlord.**

## **SUBLETTING**

Tenant shall not sublet the premises without written consent of the Landlord.

If Landlord permits subletting, such permission shall in no way relieve Tenant or Tenant's liability under the lease.

Landlord shall collect a subletting fee of 5% of the rental at the time of written confirmation to sublet.

## **RIGHT TO ENTER**

Landlord may enter the premises at reasonable times and with twelve (12) hours advance notice, with or without Tenant's permission to inspect the premises, make repairs; show the premises to prospective Tenants; or to comply with any applicable law or regulation. Landlord may enter with less than twelve (12) hours advance notice upon specific consent of Tenant. No advance notice is required for entry in a health or safety emergency, or where entry is necessary to preserve and protect the premises from damage in Tenant's absence.

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## **RULES AND REGULATIONS**

Tenants are asked to observe the rules for residency at FVLH. issued as "**REMINDERS TO TENANTS**" Pages 18-19.

## **RENTER'S INSURANCE**

Tenants are required to provide annual proof of renter's insurance to include contents coverage and \$500,000 of personal liability. We take great pride in our building. A kitchen fire could easily cause more than \$500,000 in smoke, water, and residual damage beyond the unit. Our insurance rates will increase significantly if we are required to file a claim for damage that a tenant caused to the building.

Linwood Community, Fox Valley Lutheran Homes **MUST** be listed as an interested party on your policy.

## **OCCUPANCY**

Limited to persons named in the lease.

**Guests** – can stay up to 14 days. Longer stays requires consent from the Landlord.

**Overnight Caregiver** – Needs approval of Landlord.

# TENANT HANDBOOK

## FIRE and TORNADO EVACUATION PROCEDURES:

### DO NOT USE ELEVATORS

The doors will close. Power may be cut off.

### IF A SMOKE ALARM SOUNDS – CALL 911

ADDRESS: 425 N. LINWOOD – LINWOOD APT #

## **SMOKE ALARMS**

Each of the 42 apartments and community room at Linwood Community has a smoke alarm. Each has been fitted with new batteries. New batteries will be put into all smoke alarms once a year. Smoke alarms greater than 10 years old shall be replaced with smoke alarms that have a *non-removable battery capable of lasting at least 10 years*. It is the responsibility of the Tenants to notify management of alarms that appear faulty.

### **FIRE IS: FLAME – SMOKE – SMOKE SMELL**

## **GENERAL EVACUATION**

1. Each apartment has a smoke alarm.
2. If a smoke alarm sounds call 911:
  - a. Leave the apartment. Pull alarm in hallway and implement the evacuation plan.
  - b. This evacuation plan includes the following options listed below.

**OPTION #1:** If physically ABLE, proceed to nearest exit and immediately egress from the building and proceed to outside garage #6.

**OPTION #2:** If physically UNABLE to egress to the exterior of the building, however physically able to egress to the "area of refuge in the building," proceed to the fully sprinkled Commons. A list of tenants and Rescue-in-Place information is in kitchen – give it to Fire Fighters upon their arrival.

**OPTION #3:** If physically UNABLE to utilize a stairwell during the evacuation process, proceed to the closest rated enclosed stairwell and remain at the landing for Fire Department assistance. Do not use elevator.



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**OPTION #4:** If physically UNABLE to leave the apartment, call 911 and verify your location including name, address, and room number and then wait for the Fire Fighters. Keep the apartment door closed at all times. Place a towel or garment at the bottom of the door. Be visible in patio windows or proceed to the balcony and await firefighters.

3. DO NOT panic. DO NOT delay. DO NOT use the elevator for fire evacuation unless directed by the Fire Department. DO NOT re-enter the building until authorized by Fire Department.
4. DO NOT attempt to evacuate others from the building – give information sheet to the Firefighters. A list of tenants and Rescue-in-Place information is in the kitchen.

## TORNADO WARNING PROCEDURE

When a tornado warning is announced, tenants are asked to carry an “emergency kit” consisting of a blanket, pillow, flashlight, cell phone, medication and any other necessities to the basement meeting room (former laundry area).

## POWER OUTAGES

It's the tenant's responsibility to obtain a backup power source for medical equipment in case of a power outage. It is recommended these arrangements be made when the equipment is purchased. Notify your emergency contact person of your needs.

# TENANT HANDBOOK

## REPAIRS AND MAINTENANCE

### MAINTENANCE RULES

At times, we field questions about “charges” that we pass on to residents for work provided in their apartment. FVLH attempts to be consistent in the manner of charging Tenants for work that may be reviewed as “maintenance”.

Some items that are in your apartment when you take up residence are consumables. Some examples: light bulbs, toilet paper, shower curtains, etc., items that should be replaced by tenants as their useful life ends.

Some apartments may have had improvements made by previous tenants that are NOT provided by FVLH. If thought to be in good condition, we did not remove those items but left them to be enjoyed by the new tenant. Examples: light fixtures, window treatments, (excluding inside patio and/or window blinds), patio sunscreens, patio carpet, etc.

1. Tenants may desire patio sunscreen and/or patio carpet. FVLH will allow installation of these items if the resident signs a document stating that they will assume the full cost of the product – including installation. FVLH has a partnership with firms that supply and install carpet and sunscreens. Installation will be limited to those vendors. FVLH will not assume responsibility for maintenance or replacement should these patio sunscreens or patio carpeting be damaged.
2. Window blinds and patio blinds are furnished for each apartment. Should they become damaged beyond normal wear and tear, to the extent that replacement is needed, the tenant will be charged for the item, plus labor.
3. Other items a tenant may be charged for: Replacement of a broken toilet seat (plus labor), missing or broken garage door opener or batteries for garage door opener. Any damage to garage doors and/or underground garage by tenant will be the tenants’ responsibility to reimburse FVLH for necessary repairs. Tenants will also be responsible to pay for any damage to hallways, entryways, or outside grounds. Tenants will be charged a \$10 replacement fee for any lost keys, either to building, apartment or mailboxes

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4. Tenants will not wallpaper or paint walls or ceilings within the dwelling units. With the Building Manager's written permission, painting of a non-standard color may be done with the following addendum to the individual lease.
  - a. All painting must be done by a painting contractor and approved by the Building Manager.
  - b. All costs associated with the painting to be borne by the tenant.
  - c. Tenant will be responsible for costs of repainting to our standard color upon vacating the unit.
  
5. Modifications of lighting, fans and electrical fixtures must be approved by the Building Manager. All modifications must be completed by a preapproved, licensed electrician and paid for by the tenant.

## **REPAIRS**

Requests for apartment repairs shall be made to the Maintenance Manager of Linwood Community by way of a work order request.

Tenants shall NOT have any repairs made without authorization unless an emergency exists. Failure to comply is done at tenant's expense.

## **GRAB BARS**

If tenants choose to have grab bars installed in the tub area, it is the tenant's responsibility to pay for the grab bars and their installation. Grab bars must be installed by FVLH's licensed plumber. Grab bars are attached to the wall and must be left intact when moving.

The work must be approved in advance by the Maintenance Manager. The tenant will pay the installer.

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## PET POLICY

The purpose of this policy is to provide standards to insure the best possible environment for both pet owners and non-pet owners and to insure the responsible care of pets. All tenants and applicants will read and sign a copy of this policy.

### A. Screening/Registration

Pet caregivers must complete a Pet Application Form prior to obtaining a pet. If the pet is a cat or a bird, a current photograph must be attached. Existing non-pet owner tenants who desire to own a pet shall inform the Building Manager and submit a Pet Application Form for approval.

### B. Permissible Pets

Common household pets shall include domesticated cats (limit 2), fish (30-gallon tank maximum), and birds kept for pleasure. No dogs are allowed. The size of pets is not specifically limited, however; owners must be able to maintain control over their pets. Pets of vicious or dangerous disposition shall not be permitted. Any pet duly determined to constitute under state or local law as a nuisance or threat may be required to be immediately removed. NOTE: Animals individually trained to do work or perform tasks for the benefits of a person with a disability are excluded from this policy (see Exemptions).

### C. Permissible Pet Exemptions

- 1. Service Animal** – Animal Defined by Title II and Title III of the Americans with Disabilities Act (ADA). A service animal means any animal that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Tasks performed can include, among other things, pulling a wheelchair, retrieving dropped items, alerting a person to a sound, reminding a person to take medication, or pressing an elevator button.
- 2. Emotional Support (Companion) Animal** – While Emotional Support Animals or Comfort Animals are often used as part of a medical treatment plan as therapy animals, they are not considered service animals under the ADA. These support animals provide companionship, relieve loneliness, and sometimes help with depression, anxiety, and certain phobias, but do not have special training to perform tasks that assist people with disabilities. Even though some states have laws defining therapy animals, these animals are not limited to working with people with disabilities and therefore are not covered by federal laws protecting the use of service animals. Therapy animals provide people with therapeutic contact, usually in a clinical setting, to improve their physical, social, emotional, and/or cognitive functioning.

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On the state level, Wisconsin law now defines an “Emotional Support Animal” as one who gives “emotional support, well-being, comfort, or companionship” to a person with a disability. Unlike a service animal, an emotional support animal does not need to be certified or trained to perform tasks to benefit that individual. Wis. Stat. 106.50(1m) (im), 2017 Wis. Act 317, Sec. 28, Eff. 4/18/18.

## 3. Required Pet Documentation

Tenants are required to provide the Building Manager with documentation from a physician, psychologist, social worker, or other health professional, licensed in Wisconsin and acting within the scope of their certification, showing they have a disability, and their animal is needed as an accommodation. NOTE: Tenants are still protected by HIPPA laws, and the law does not require the tenant or the health professional to disclose the nature of their disability or other medical details. Wis. Stats. 106.50(2r) (bg)2 & Wis. Stats. 106.50(1m) (mx), 2017 Wis. Act 317, Secs. 29 & 30, Eff. 4/18/18.

Landlords can only deny the service animal or emotional support animal if:

- the tenant is not disabled or does not have a disability-related need
- the tenant fails to provide requested documentation allowed by this law
- there is undue financial or administrative burden or would fundamentally change the services provided
- the specific animal “poses a direct threat to a person’s health or safety” that cannot be reduced or eliminated by another accommodation
- the specific animal would cause substantial physical damage to the property that cannot be reduced or eliminated by another accommodation. Wis. Stat. 106.50(2r) (bg)4.d., Wis. Stat. 106.50(2r), 2017 Wis. Act 317, Sec. 30

There is a \$500 fine for tenants and/or health professionals who intentionally misrepresent the tenant having a disability or needing the accommodation of an emotional support animal. (This does not apply to service animals certified and specifically trained to assist the person with disabilities.) Wis. Stat. 106.50(2r) (br)5 & 6., 2017 Wis. Act 317, Sec. 30, Eff. 4/18/18.

## 4. Restrictions

1. The pet shall be maintained and properly licensed and inoculated as required by local, county or state statute, ordinance, or health code. All pets must be spayed or neutered unless the procedure is deemed medically unsafe by a veterinarian. Pets must always wear an identification collar. It is not required that a cat be declawed.
2. Pet owners shall provide the name and address of a pet caretaker who will assume responsibility for the care of their pets should the owner be unable to, as well as the name and address of the veterinarian responsible for the pet’s healthcare. If the tenant is unable to provide the name of a pet caretaker, he/she shall make alternative arrangements for pet care in an emergency and shall notify management of these arrangements.

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3. This information, along with veterinarian and documentation of vaccinations, will be updated by the tenant annually or as changes occur, and a copy provided to the Building Manager. An owner's absence or inability to care for a pet in a short-term emergency should not mean that the pet is necessarily removed from the apartment. Some animals, especially cats, become extremely attached to their homes and are better off if they are cared for in the home. In certain situations, the Building Manager may approve a fellow tenant to care for the pet, pending return of the pet owner. Such designation will be put in writing.
4. Pets must be confined to the pet owner's unit and must not be allowed to roam free or be unrestrained. Pets in transit are to be carried, restrained on a leash, or placed in an animal carrier.
5. Tenants shall be responsible for the proper care and feeding of their pets. If the health or safety of the pet is threatened by the death or incapacity of the pet owner or if the pet is left unattended for 24 hours, the Building Manager may contact the pet caretaker (person that cares for pet in absence of tenant) designated by the pet owner in the pet application form. If that person is unavailable or unwilling to care for the pet, the Building Manager may contact the appropriate state or local authority to remove and care for the pet. If neither source of aid is available, the manager may enter the premises, remove the pet, and arrange for pet care for no less than 30 days to protect the pet. Funds for such care will come from the tenant's pet security deposit.
6. Pet owners shall be liable for damage caused by their pets.
7. The Building Manager may periodically perform a routine apartment inspection to evaluate pet living conditions and damage assessment.
8. Tenant shall exercise proper restraint of a pet to prevent it from becoming a nuisance to any other tenant or person. A pet will not be permitted to disturb the health, safety, rights, comfort, or peaceful and quiet enjoyment of other tenants. Examples of nuisance behavior for the purposes of this paragraph are:
  - Pets whose unruly behavior causes personal injury or property damage.
  - Pets who make noise continuously and/or incessantly for a period of 10 minutes or intermittently for 2 hours or more to the disturbance of any person at any time of day or night.
  - Pets in common areas who are not under the complete physical control of a responsible human companion and on a hand-held leash of no more than six feet in length or in a pet carrier.
  - Pets who relieve themselves on walls or floors of common areas.

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- Pets who exhibit aggressive or other dangerous or potentially dangerous behavior.
- Pets who are conspicuously unclean or parasite infested.

## 5. Tenant Maintenance Obligation

Tenant agrees to perform the following obligations promptly and regularly in respect to ownership of a pet:

1. Keep the unit clean and free of pet odors, insect infestation and pet feces, urine, waste, and litter.
2. Restrain and prevent the pet from gnawing, chewing, scratching, or otherwise defacing the doors, walls, windows and floor coverings of the unit, other units and the common area, buildings, landscaping and shrubs.
3. Immediately remove, clean up and appropriately dispose of any pet feces, waste and litter deposited by the tenant's pet on the common grounds, shrubs, flower beds, sidewalks, access ways, parking lots and streets of FVLH.
4. Cat litter **must not be** disposed of in toilets. Pet waste must be double-bagged and taken out to the garbage dumpster located in the back parking lot. Do not dispose of cat litter in basement receptacles.

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## Pest Control

The tenant's responsibilities include:

- Report any pest infestation and/or problems on Leased Premises as soon as noticed.
- Compliance and cooperation with the Landlord in using his/her best efforts to maintain and control a pest-free environment.
- Incur financial obligation of treatment and removal of reported pests if it has been determined by an authorized pest control agent that the tenant introduced the pest(s) into the Leased Premises or reported unfounded pest infestations.

The Landlord's responsibilities include:

- Provide proactive pest control services to keep the general premises pest-free and minimize infestations.
- When notified of a pest issue, take immediate actions to eliminate any infestations by working with the authorized pest control agent and with cooperation of the tenants(s) as required.
- Pay any financial obligations for routine pest control and to eliminate pest infestations **unless** (a) negligence by the tenant introduced said infestation into the Leased Premises or (b) reported infestations by the tenant proves to be unfounded when pest control agent is called in.

Tenant acknowledges that all efforts to provide pest free surroundings are consistent with Landlord's obligations and the standard of care that the Landlord owes Tenant under the Residential Lease Agreement. Tenant understands and agrees that Landlord's ability to use its best efforts to maintain a pest free environment is reliant in large part on the Tenants compliance and cooperation. Therefore, any failure of a Tenant to report a known pest infestation or otherwise comply with these terms shall be considered a violation of the terms of the Tenant Handbook and therefore, Tenant's Residential Lease.



# **TENANT HANDBOOK**

## **Laundry Room Guidelines/Rules**

The washing machines have an “auto-sensing” device that will fill the machine to the proper water level. Do not add extra water!

These are “high efficiency” washing machines. Very little laundry powder is required. More soap is not better.

Please check your undergarments prior to placing them into the washing machine. We have had incidents where foreign materials have damaged the machine and soiled the clothing of other users.

Inspect, clear, and clean the machines after use. Clear all items from the dryers after use. Clear lint trap after use.

Be mindful that others may be waiting to use the machines. Remove items from the machines immediately after use.

If bleach is required, please restrict the use of bleach to the machine located closest to the entrance door.

Do not dye items in the washing machines or in the laundry sink. Carry over of dyes may damage the sink or garments of other users.

# TENANT HANDBOOK

## REMINDERS TO LINWOOD COMMUNITY TENANTS

You are respectfully asked to observe the following rules for residency at Linwood Community

- A. Tenants are responsible for the possession of keys to the building entrance. All keys shall be issued by the Building Manager. A \$10 replacement fee will be charged for any lost key. Maintenance of locked foyer and other doors is for everyone's security.
- B. Keep apartment doors closed to assure everyone's privacy. Contain cooking odors within each apartment.
- C. Safety requirements prohibit mats outside a doorway in the corridor.
- D. Maintain low volume on your television sets, stereos, radios, and musical instruments so as not to disturb other tenants.
- E. Children are not to loiter or play in the corridors or any part of the public areas of the building. Children under the age of 16 must be accompanied by an adult.
- F. All property damages caused by the Tenant at no fault due to Landlord shall be repaired at the Tenant's expense. This includes damage to autos.
- G. Care must be exercised in using the garbage disposal. Do not try to dispose of heavy items such as bones, corn cobs, banana peels, etc. Turn on cold water before placing garbage in disposal and allow it to run until disposal is empty. If disposal is not used regularly, add 3 or 4 ice cubes every week, run cold water for 10-15 seconds to clear blades.
- H. Bird feeders are not allowed on the patio. Clothes drying racks are not allowed on balconies. Balconies are not to be used for storage. Do not shake rugs, dust mops, etc. on the balcony or from any window or doorway. Grills are not allowed on balconies per Appleton fire code. A public grill is available outside the back door of the Commons.
- I. Containers are kept in the basement garage to receive bagged garbage, newspaper, other paper recyclables as well as aluminum, glass, and plastic recyclables.
- J. Basement storage space is available for each tenant at his or her own risk. FVLH liability insurance does not allow for the unit to be used for anything other than storage. Repair work and/or crafting, painting, sawing, sanding, etc., will not be allowed. Furniture shall not be stored in any other areas. Tenant is responsible for providing a lock.
- K. The exercise equipment in the basement is not the property of FVLH. Please contact the equipment owner, who's name is tagged on the equipment, to get permission to use the machine. No additional exercise equipment will be added to the basement area.
- L. On-site auctions, rummage or garage sales are not allowed without permission from the Building Manager.
- M. Signage promoting individuals, social causes, organizations and/or advertising events are prohibited. The American flag may be flown from the balcony. It must be removed and/or replaced when weathered or torn.
- N. Only end/side doorways are to be used for moving in or out. If the elevator is used on a moving day, consideration shall be given to other tenants who have need to use the elevator. (It is suggested that you park in the rear and use the back door of Linwood Commons so the freight (South) elevator can be utilized).
- O. All large furniture/appliances, etc., must be delivered through the garage entrance or west commons entrance.

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- P. Pets are allowed according to the Pet Policy.
- Q. The Tenant bulletin board across from the mailboxes is available for your use. **All other Signage must be approved by staff, in advance of posting.**
- R. **Safety** – our building is a secure building. DO NOT let strangers into the building. Please ring the bell for office staff or have them use the intercom calling system.
- S. **Conserve Energy** – turn out the lights in the Commons and laundry room if you are the last to leave the room.
- T. Tenants are not allowed to light candles.
- U. Tenants are not allowed to alter or change the temperature of the “public area” thermostats.

This listing is subject to amendment. Please call to the attention of the Building Manager any questions or suggestions.

**THANK YOU FOR YOUR COOPERATION**

# TENANT HANDBOOK

## MINISTRY PROGRAMS

Fox Valley Lutheran Homes promotes health of "Mind, Body and Spirit" Therefore, we have developed "Aging in Place" to address these issues and help individuals live independently longer.

**Care Coordinator** – FVLH provides the services of our Care Coordinator at no charge. The Care Coordinator is available to tenants two (2) days a week at Linwood Community.

### **The Care Coordinator Will:**

1. Take Blood Pressure
2. Discuss questions and concerns of daily living
3. Review/ explain physician orders
4. Review medications
5. Make referrals to community organizations and services for older adults
6. Provide health assessments
7. Discuss Power of Attorney for Health Care and Living Will

### **The Care Coordinator Does Not:**

1. Perform any medical procedures
2. Change dressings
3. Make any diagnosis

**Church Services** - Church services are conducted by local pastors and tenants of all faiths are welcome to attend. Please see calendar for service dates.

**Bible Study** – Scheduled by Tenants. Please see calendar for specific times.

**Gardens of Linwood Community** – Raised garden beds are available, offering Tenants of Linwood Community the opportunity to enjoy the pleasures of gardening.

**Annual Summer Picnic and Christmas Party** – These are scheduled yearly when the FVLH community gathers to celebrate.

**Activities and Games** – Activities are scheduled by the tenants. Please see calendar for specific times.

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## **USE OF THE COMMONS COMMUNITY ROOM**

### **TENANT USE**

A reservation calendar is posted in the commons for viewing. Tenants are welcome to use the TV, play games, or just socialize.

To reserve the Commons Community Room for personal use, see pages 22-25.

# TENANT HANDBOOK

## Commons Reservation Policy Fox Valley Lutheran Homes – Linwood Commons Rentals Policies & Procedures

### **Tenant, Employees, or Active Board Member Personal Events**

Linwood Commons of Fox Valley Lutheran Homes is available to tenants, employees or board members who wish to use the facility for meetings or gatherings related to FVLH. There will be no charge to tenants who wish to use the facility for activities among tenants.

If a tenant, employee, or board member wish to hold a personal event such as a birthday, anniversary, shower, or other celebration, a fee of \$25 plus a \$25 refundable deposit will be charged. If the facility is left in a condition that does not require additional custodial service, the \$25 deposit will be returned.

### **Appleton Conference Congregations, ECSW and Partner Member Congregations**

No fee is charged for Appleton Conference Congregations who wish to use the facility for a meeting related to congregational life. Included are such events as Congregation Council meetings, Bible studies, Women's or Men's Group meetings, Committee meetings, book study groups, etc. A refundable \$25 deposit is collected from all groups and will be returned if custodial service is not required.

If a member of an Appleton Conference Congregation, ECSW, or Partner Member Congregation wishes to hold a personal event such as a birthday, anniversary, shower, or other celebration, then a fee of \$25 plus a \$25 refundable deposit will be charged. The **use of alcohol is prohibited**.

### **Mission and Ministry Events**

There will be no charge for Mission and Ministry Events. Any funds raised at these events will be forwarded to Fox Valley Lutheran Homes.

### **Other Organizations:**

A fee of \$150 plus a \$50 refundable deposit will be charged to other organizations wishing to use the FVLH Commons for an event. If the facility is left in a condition that does not require additional custodial service, the \$50 deposit will be returned.

**Fox Valley Lutheran Homes retains the right to disapprove any events deemed not appropriate to the intended use of the facility.**

**Reserving Linwood Commons:** Linwood Commons must be reserved in advance. Renters shall contact office staff.

Linwood Commons is connected to an apartment building for older adults. Please be courteous and understand that this center is part of their home. The elevator is NOT open to non-residents unless a tenant or employee gives them access to it. In addition, the door to the apartment building requires a key or admittance by a tenant.

# TENANT HANDBOOK

## Commons Rental Continue

### **Security:**

Doors to Linwood Commons are on a system that will require a code to open. Unlocked doors should not be left unattended. If members of your group arrive after the door is locked, you need to have someone watching for people to let them in.

Security person or persons may be required, when determined necessary, by the Fox Valley Lutheran Homes, Linwood Commons staff. Renter is responsible for the cost of security.

If your group requires special equipment, room arrangement, etc., you must submit a written request to Fox Valley Lutheran Homes at least one week prior to that meeting if not already noted on the application.

### **Liability**

Groups using the Fox Valley Lutheran Homes Linwood Commons are expected to sign the application form and abide by all regulations regarding use of the Commons facilities and equipment.

The Fox Valley Lutheran Homes Linwood Commons reserves the right to assess a charge against a group for custodial or cleaning services resulting from careless use.

Fox Valley Lutheran Homes is not liable for any personal property loss or injury while the room is being rented by an outside group.

At the beginning of each event, the individuals responsible for the meeting should acquaint attendees with fire exits.

### **General Rules**

1. All outside rental groups will need to complete a Rental Application form. ALL FEES ARE DUE IN ADVANCE TO CONFIRM ROOM USE and will not be confirmed on the calendar until the fee is paid.
2. NO loud music or other disturbing noises are permitted.
3. Groups are limited to no more than 80 people.
- 4. Non-Alcoholic beverages only**
5. Use of Commons shall conclude by 10:00 p.m.
6. All NSF (non-sufficient funds) checks will be charged a \$35.00 fee.

# TENANT HANDBOOK

## Commons Rental Continued

7. Renters are responsible for setup, take down, clean up, and any damages from use. Please leave the building the way you found it. When moving tables and chairs, please lift them, do not drag them across the floor. Floors must be swept, and kitchen cleaned before you leave, or a cleaning charge will be levied. Carpet stains are to be removed using preapproved commercial services and paid for by the renter.
8. The kitchen is NOT a commercial kitchen and therefore food to be consumed must be brought in. Oven, microwave, crock pots, roasters and other such items may be used.
9. Masking tape and/or stick-up products are to be used for hanging items on walls and must be removed at end of event.
10. Make sure any item used to hang will not leave a mark.
11. Trash and Recyclables – Please place in the appropriate dumpsters behind the building.
12. Cleaning must take place immediately following the conclusion of the event.
13. The room must be reserved at least two weeks in advance.
14. Fox Valley Lutheran Homes reserves the right to block out certain dates and times.
15. Any questions or concerns should be addressed to the Executive Director at 920-734-7225.



# TENANT HANDBOOK

## LINWOOD COMMONS RENTAL AGREEMENT

### Appendix A

Organization, Group, or Individual to Rent \_\_\_\_\_

Date(s) of Rental \_\_\_\_\_ Times \_\_\_\_\_

As representative of \_\_\_\_\_

\_\_\_\_\_  
I hereby agree to abide by the above stated Policies and Procedures and agree to be responsible for custody of a key to Linwood Commons Community Center Entrance, for use of entry and exit on day/s \_\_\_\_\_ for authorized use of the facilities.

At the end of the room rental agreement, key will be returned to the custody of Linwood Commons Community Center and receipt will be given to renter.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Approved \_\_\_\_\_ Date \_\_\_\_\_  
Executive Director

Receipt for Return of Key

Key returned on \_\_\_\_\_

\_\_\_\_\_  
(Fox Valley Lutheran Homes Employee)

**FEES: Please prepare two checks, one for fee and one for deposit.**

**Building Capacity** – 80 people

# TENANT HANDBOOK

## PROCEDURES FOR VACATING AN APARTMENT

### Appendix B

Notice of Date of Vacating an Apartment shall be given according to the terms of the lease. Security Deposit statements with any refund will be given within 21 days of the Lease Termination Date.

An inspection form shall be completed and signed along with the Building Manager. (Appendix C)

To facilitate the inspection, cooperation of the Tenant or his/her family in responding to the following checklist in advance is requested.

- \_\_\_\_\_ Carpets shall be vacuumed.
- \_\_\_\_\_ Clean baseboards and registers.
- \_\_\_\_\_ Clean finger or other marks off switches and walls.
- \_\_\_\_\_ Clean all woodwork and closet shelves.
- \_\_\_\_\_ Clean refrigerator, including shelves, crisper, under crisper and under foot guard.
- \_\_\_\_\_ Clean sink and wipe off counter tops in kitchen.
- \_\_\_\_\_ Clean stove and hood.
- \_\_\_\_\_ Clean bathroom, including toilet and bowl, lavatory, cupboards, medicine cabinet, tub, tub tiles and floor.
- \_\_\_\_\_ Discuss wall and carpeting damage, nail holes in walls, torn screens and broken glass or fixtures with Landlord Representative. Do not make any repairs without prior approval.
- \_\_\_\_\_ Remove all discards.
- \_\_\_\_\_ Clean out storage locker and parking stall.

At the close of the final inspection, all building, apartment, and mailbox keys along with the garage door opener are to be given to the Building Manager. Return the cable box with cords to Spectrum.

**THANK YOU FOR YOUR COOPERATION**

# TENANT HANDBOOK

## APARTMENT INSPECTION FORM

### Appendix C

Inspection of an apartment is to be made with the Building Manager at Move-In and at Move-Out. Check all items that are acceptable. Note on lines exceptional circumstances.

TENANT'S NAME: \_\_\_\_\_ Apt. No. \_\_\_\_\_

MOVE-IN INSPECTION DATE \_\_\_\_\_  
The Tenant accepts responsibility for the Condition of the apartment "As Is" except For those items listed below:

MOVE-OUT INSPECTION DATE \_\_\_\_\_  
The following inspection reveals any damage beyond normal wear and tear to determine deductions from Security Deposit.

---

#### LIVING ROOM

Walls \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Floor \_\_\_\_\_  
Windows \_\_\_\_\_  
Balcony \_\_\_\_\_  
Elec. Fix. \_\_\_\_\_

OK \_\_\_\_\_ NOT OK \_\_\_\_\_ See below

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### DINING AREA

Walls \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Floor \_\_\_\_\_

OK \_\_\_\_\_ NOT OK \_\_\_\_\_ See Below

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### KITCHEN

Walls \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Floor \_\_\_\_\_  
Elec. Fix \_\_\_\_\_  
Cabinets \_\_\_\_\_  
Formica/Tile \_\_\_\_\_  
Range/Hood \_\_\_\_\_  
Refrigerator \_\_\_\_\_  
Dishwasher \_\_\_\_\_  
Disposal \_\_\_\_\_  
Sink \_\_\_\_\_

OK \_\_\_\_\_ NOT OK \_\_\_\_\_ See Below

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### HALLWAYS

Wall/Ceiling \_\_\_\_\_  
Floor \_\_\_\_\_  
Closets \_\_\_\_\_

OK \_\_\_\_\_ NOT OK \_\_\_\_\_ See Below

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# TENANT HANDBOOK

## Appendix C Continued

### BEDROOM(S)

OK \_\_\_\_\_ NOT OK \_\_\_\_\_ See Below

Walls \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Floor \_\_\_\_\_  
Windows \_\_\_\_\_  
Closets \_\_\_\_\_  
Elec. Fix. \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### BATHROOM(S)

OK \_\_\_\_\_ NOT OK \_\_\_\_\_ See Below

Walls \_\_\_\_\_  
Ceiling \_\_\_\_\_  
Floor \_\_\_\_\_  
Formica / Tile \_\_\_\_\_  
Cabinets \_\_\_\_\_  
Lavatory & Fixtures \_\_\_\_\_  
Tub / Shower \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### OTHER

OK \_\_\_\_\_ NOT OK \_\_\_\_\_ See Below

Storage Room \_\_\_\_\_  
Keys \_\_\_\_\_  
Garage Door Opener \_\_\_\_\_  
Cable box with cords \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Tenant shall be responsible for any damage.  
Damage beyond normal wear and tear shall be paid for by the tenant.

### MOVE – IN ACCEPTANCE

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Rep. of Landlord

Date \_\_\_\_\_

### MOVE – OUT ACCEPTANCE

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Rep. of Landlord

Date \_\_\_\_\_

Forwarding Address and Phone Number

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### RECEIPT OF HANDBOOK

# TENANT HANDBOOK

## Appendix D

### QUESTIONS

Tenants shall address their concerns to the Building or Maintenance Manager of Linwood Community.

1. Emergency situations should be directed to the Executive Director by calling 920-734-7225. Leave a message by pressing Option #4 on your phone.
2. If unable to reach the Director, call the Building Manager at 920-734-7225 and leave a message by pressing Option #1 on your phone.
3. If unable to reach staff, please report the situation to your floor keyholder listed on the tenant directory.

### AMENDMENT

If there is a need to change any of these regulations, tenants will receive notice in writing of any change.

**I hereby acknowledge receipt of the FVLH Tenant Handbook.**

**I hereby understand and agree to the policies contained in the FVLH Tenant Handbook.**

\_\_\_\_\_  
**Tenant Signature**

\_\_\_\_\_  
**Date**

# TENANT HANDBOOK

## ADDENDUM 1 (August 20, 2021)

### Bag Your Garbage

Properly bagged (and tied) food waste can be disposed of in the garbage cans located on both ends of the underground parking garage. Do not fill bags so full that they break when lifted. Tenants may carry waste out to the garbage dumpster (not the one marked for "recycle") located in the west parking lot. If you have garbage with waste products that emit an odor, take those directly to the dumpster.

**Garbage Disposal Units** are available in some apartments.

FVLH apartments were built when plumbing was constructed with cast iron pipes. With age, cast iron corrodes and the resulting buildup of iron oxides and reduces the flow within the pipe. These pipes remain serviceable, but tenants must use proper care in the disposal of food wastes.

To keep your disposal unit "fresh" and operating properly, it must be run at least once per week. Turn on the cold water and let it run for a minute – then turn on the disposal unit. Process food debris slowly into the unit. After the food waste is ground, let the water run for another minute after turning off the disposal.

Garbage disposals are designated to handle light food scraps. The following foods should not be placed in a disposal unit. Fats; including cooking oil and/or grease; starchy foods including pasta, rice and/or beans; fibrous foods such as potato peels, celery, carrots, bananas; or hard materials including bones, seafood shells, plastics, glass or wood.

FVLH staff will monitor and record issues with garbage disposal units. Should a unit require maintenance and/or replacement, the first recorded incident will be serviced at no charge to the tenant. Subsequent service charges may be billed to the tenant if improper care/use is determined. Currently (2021) the charge for replacement is approximately \$250.

Any expenses associated with clogged toilets, where food waste is identified as the source of such issues, will also be billed to the tenant.

If you have any questions regarding the above policy, please discuss your concerns with Dick Mahloch, Maintenance Manager or Lynn Burnett, Building Manager.

# TENANT HANDBOOK

## ADDENDUM 2 (February 7, 2023)

### Tenant Pet Application

#### Registration Fees and Requirements:

##### CATS

Pet owners must complete this application and it must be approved by the Building Manager prior to having a pet in the apartment. The tenant must pay a one-time, refundable pet security deposit in the amount of \$250.00 (one cat) or \$350.00 (2 cats). In addition to the monthly apartment rent, the tenant must pay a monthly pet rent of \$25.00/month for one cat or \$35.00/month for two cats. Current vaccination records and veterinary records showing the breed of the cat are required before the cat is permitted to be on the property. **Picture(s) of cat(s) must be submitted with the application.**

If the cat is no longer living in the apartment, the tenant may cancel the cat addendum by submitting written notice to the Building Manager. The monthly cat rent will cease on the first day of the following month in which written notice was given.

If cat(s) are medically certified as emotional support or service cat(s), the security deposit and cat rent are waived. Documentation supporting the certification must be submitted.

##### FISH and BIRDS

Fish, regardless of number, and one, 30-gallon tank maximum, will have a one-time fee of \$250.00. Bird(s) are allowed without a security deposit or monthly fee.

#### Tenant Information:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Numbers: Home \_\_\_\_\_ Cell \_\_\_\_\_

Apartment # \_\_\_\_\_

#### Cat Information

##### Cat #1

Name: \_\_\_\_\_ Gender \_\_\_\_\_ Type/Breed \_\_\_\_\_

Age: \_\_\_\_\_ How long owned? \_\_\_\_\_

Cat's Current Weight \_\_\_\_\_ Spayed/Neutered \_\_\_\_\_ Declawed \_\_\_\_\_

License # \_\_\_\_\_ County \_\_\_\_\_

Does the cat stay in a kennel when resident is gone? \_\_\_\_\_

# TENANT HANDBOOK

Any behavior incidents explain in detail \_\_\_\_\_

---

---

## Veterinarian Information – Cat #1

Name of Veterinarian: \_\_\_\_\_ Phone # \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Last Shots/vaccines/expiration date:

---

---

## Pet Caretaker Information – Cat #1

Name: \_\_\_\_\_ Phone # \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_



# TENANT HANDBOOK

## Cat #2

Name \_\_\_\_\_ Gender \_\_\_\_\_ Type/Breed \_\_\_\_\_

Age: \_\_\_\_\_ How long owned \_\_\_\_\_ Trained? \_\_\_\_\_

Cat's Current Weight \_\_\_\_\_ Spayed/Neutered? \_\_\_\_\_ Declawed? \_\_\_\_\_

License # \_\_\_\_\_ County \_\_\_\_\_

Does the cat stay in a kennel while resident is away? \_\_\_\_\_

Any behavior incidents - explain in detail \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

## Veterinarian Information – Cat #2

Name of Veterinarian: \_\_\_\_\_ Phone # \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Last Shots/vaccines/expiration date:

\_\_\_\_\_  
\_\_\_\_\_

## Pet Caretaker Information – Cat #2

Name: \_\_\_\_\_ Phone # \_\_\_\_\_

Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

## Fish and/or Bird(s) Caretaker

Name \_\_\_\_\_ Phone# \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

# TENANT HANDBOOK

## PET APPLICATION (cont'd)

1. Written verification must be supplied to management (must be signed by a licensed Veterinarian) as to:
  - a. Date of immunization:
  - b. Date spayed or neutered:
  - c. License number:
2. It is agreed that all shots will be kept current. Management has the right to request the cat be removed from the premises until shots are updated and written proof provided.
3. It is agreed that tenant will reimburse management, for any and all, damages to the property and to indemnify and hold Fox Valley Lutheran Homes harmless from any claim, suit or liability for injuries or damages caused by any pet.
4. Cat must always be in a pet carrier or leashed when outside the apartment.
5. Tenant must empty cat litter into a plastic bag and deposit it in an outside dumpster. Cat litter must not be flushed down the toilet or disposed of in any common area trash receptacles.
6. Cat(s) cannot be staked out or fenced in on patio/balcony.
7. Cat(s) will not be permitted to run loose in hallways or on the outside of the building.
8. Cat(s) will not be permitted in any community/activity/amenity room or area.

Description of cat #1: \_\_\_\_\_ Name of cat#1: \_\_\_\_\_

Description of cat #2 \_\_\_\_\_ Name of cat #2 \_\_\_\_\_

If for any reason (complaints from neighbors, damage caused in or about the resident, etc.) and revocation, in our judgment, appears to be in the best interest of the property, we reserve the right to demand that you cease keeping and maintaining such pet. Your failure to do so shall constitute grounds for terminating the Rental Agreement and vacating the apartment.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Agent for Owner

\_\_\_\_\_  
Tenant

# TENANT HANDBOOK

## PET APPLICATION (con't)

The undersigned understands that permission to have a pet is not granted until the pet application is approved, signed by an authorized agent of Fox Valley Lutheran Homes and the pet application security deposit and monthly pet fee is paid in full. Unless the above conditions have been met, a pet is not allowed under any circumstances as stated in the original pet policy addendum agreement. The undersigned hereby certifies that the above information is correct and said information will be relied upon in granting or denying the approval of this application. The undersigned authorizes Fox Valley Lutheran Homes (FVLH) or its agents to investigate, as necessary, the above information and hereby authorizes the release of the information from previous landlords and/or veterinarians. Pet application or pet security deposit and/or monthly pet rent is not transferrable to another pet or property.

Applicant Signature \_\_\_\_\_

Date \_\_\_\_\_

Applicant Signature \_\_\_\_\_

Date \_\_\_\_\_

### Office Checklist

\_\_\_\_\_ Cat #1 Security Deposit of \$ \_\_\_\_\_ and first month Cat rent of \$ \_\_\_\_\_

Received. Refunded - if pet is not approved.

\_\_\_\_\_ Cat #2 Security Deposit of \$ \_\_\_\_\_ and first month Catt rent of \$ \_\_\_\_\_

Received. Refunded - if pet is not approved.

\_\_\_\_\_ Fish one-time fee of \$250 \_\_\_\_\_ Received \_\_\_\_\_

\_\_\_\_\_ Complete Vet records (must include age, weight, vaccination records/expiration dates, spade/neutered & declawed) – if applicable

\_\_\_\_\_ Current photo of cat(s)

FVLH Representative: \_\_\_\_\_ Date \_\_\_\_\_

# TENANT HANDBOOK

## Amendment to the Tenant Handbook (March 23,2023)

### **Pet Visiting Policy (No overnight visits)**

Visiting pets shall be properly licensed and inoculated as required by local, county or state statute, ordinance, or health code.

A visiting pet must be confined to the tenant's apartment and must not be allowed to roam free or be unrestrained. Pets in transit are to be carried, restrained on a leash of no more than six feet in length, or placed in an animal carrier. Pets shall always be under the complete physical control of a responsible adult companion. The tenant shall be responsible for any cleanup and/or damage caused.

If problems arise during pet visits, the Executive Director or Building Manager reserves the right to deny future visits.

Approved by Linwood Community,

FVLH Board of Directors 3/23/23