

11/2/09

Do you have a schedule of fines for violations, such as tampering with smoke alarms, parking in no parking areas, and so forth? How much are the charges?

\$15.00 violation fee

Tampering with smoke alarm is \$100+ one month's rent!

Yes, \$50.00 for smoke alarms, \$25.00 for parking.

Driving on lawns is \$25.00

Yes, tampering with alarms is \$25.00 after the third, eviction. Parking will be fined 50.00 a day until removed or towed away.

Smoke alarms \$50.00

Blocked egress 1st time \$50.00, 2nd \$100.00, 3rd termination of lease

For the first offense, tenants will receive a warning, second time violators will be charged \$10.00

The fine for tampering with a smoke alarm is \$25 plus labor. We don't have problems with parking in no parking areas.

XXII. SMOKE DETECTORS

Management will furnish smoke detectors as required by law and will test them and provide working batteries when Resident first moves into apartment. After that, Resident must pay for and replace batteries as needed, unless the law provides otherwise. Management may replace dead or missing batteries at Resident's expense without prior notice to Resident. Resident must immediately report smoke detector malfunctions to Management. Neither Resident nor Resident's household members or guests may disconnect smoke detectors. If Resident, Resident's household members or guests damage or disconnect the smoke detector(s) or remove a battery without replacing it with a working battery, Resident may be liable to Management under Section 92.2611 of the Property Code for \$100 plus one month's rent, actual damages and attorney's fees. Resident will be liable to Management and others for loss or damage from fire, smoke, or water if that condition arises from Resident, household member or guest disconnecting or damaging the smoke detector(s), or failing to replace a battery or report malfunctions to Management.

SMOKE ALARM FEE IS \$25.00

Yes, Smoke detector fine is \$50.00 per smoke detector

We do not have parking fines for no parking areas. We just warn the tenants upon second violation, the car will be towed. Tampering with smoke detectors and security lights will initially get a written warning, second warning will be \$50 fine and third offense is grounds for lease termination.

do our self charge each non disable/elderly \$5.00 monthly

we charge \$20 for smoke alarms that have had the battery removed, but have not had to fine anyone for parking violations. We are planning on putting in covered parking, so I am certain this will become an issue!

Yes...the best charge list is a progressive increase with subsequent violations. Tampering with smoke alarms is \$100. That is the only fee of that nature we have established.

WE HAVE A LATE RENT CHARGE. EVERYTHING ELSE HAS A "REPAIR-REPLACEMENT-LABOR" CHARGE--NO FINES.

Hourly rate that is on the Schedule of Our Charges: \$14.50 per hour

Smoke alarms are \$75.

\$20

We do not currently have fines as such, but we do charge for things like after-hours lockouts factoring in the overtime we have to pay. So it's very expensive to lock yourself out.

tampering with the smoke detector (up to \$100 plus one month's rent and costs for any damages due to tampering), improperly parked or unregistered vehicles on the property (cost of removing the vehicle) and for late rent payments (\$15 then \$25 after the 15th)

For tampering with smoke alarms they can be fined \$100 and then on the second offense eviction.

SHCC made me change our "bad behavior charges" as they called them because they said we cannot have "bad behavior charges". Tampering with Smoke alarms they can be evicted if they damaged the alarm they will pay for the cost of a new one and labor to install it. Parking in No parking they can be towed.

Yes, \$10.00 per fine

I was told by HUD many years ago when we were charging tenants \$5 as a penalty for driving on the lawns that this was not allowed. In a nutshell, I was told "you can't charge a fee for bad behavior". You can cite them for a lease violation and if it continues you can evict them. HUD required us to refund these charges to the tenants. I was also told that putting this in your policy or schedule of charges was NOT an option. The only allowed exception as far as I know are some penalties regarding Smoke Alarms that are included in the THA lease. Unless times have changed.....

If the smoke alarm is tampered with by the tenant, after a warning the tenant is fined \$100.00. This is the only fine we have.