



# **STATEMENT OF POLICIES**

## **Admission Policy Continued Occupancy Policy Procedures for Low Income Public Housing**

Effective July 1, 2015



# STATEMENT OF POLICIES

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## Notice

### A. Introduction:

This statement of policy is intended to define the policies over which the Housing Authority of the County of Riverside has discretion. Administration of the Affordable Public Housing Program and the functions and responsibilities of the Housing Authority of the County of Riverside (HA) staff shall be in compliance with the United States Department of Housing and Urban Development's (HUD) Public Housing Regulations as well as federal, state and local fair housing laws and regulations. The Code of Federal Regulations (CFR) Title 24 outlines the program and its various mandatory requirements. This Statement of Policies does not change any of the requirements of 24 CFR and in the event of any apparent differences, the Code of Federal Regulations supersedes. It is the intent of the Housing Authority of the County of Riverside to comply with all program regulations and directives as published by the U. S. Department of Housing and Urban Development. In matters where the HA has discretion, waivers to existing policy shall be determined by the Executive Director or his designee.

The HA currently owns and operates 469 units of affordable housing within the County of Riverside. Funding to maintain these units is derived from the Public Housing Program. The Public Housing Program has continued to be underfunded through the years, with additional budget cuts to the Capital Fund Program that provides the income source for the modernization of public housing units. This dilemma has forced the HA to make tough choices between maximizing the funding for repairs or focusing on preventive maintenance. The current available funding has failed to keep up with the renovation needs to enhance the living conditions of residents. Further, through the Public Housing Program, residents do not have flexibility to choose where they prefer to live without losing housing assistance.

The Rental Assistance Demonstration (RAD) Program is a voluntary program of the Department of Housing And Urban Development (HUD). RAD seeks to preserve public housing by providing Public Housing Agencies (PHA), such as the HA, with access to more stable funding to make needed improvements to properties. RAD provides PHAs a way to rehabilitate, or repair, units without depending on additional money from the public sector. Three RAD applications representing three asset management projects have been submitted to HUD to project-base all 469 units. A feasibility study suggested that the best approach would be to do a straight RAD conversion with no debt or investor equity where the HA would fund capital needs for upfront repairs using existing reserves and replacement reserve withdrawals over a 15-year period. If approved, public housing developments will be replaced with long term, project-based Section 8 Rental Assistance contracts in compliance with guidelines outlined in Notice PIH-2012-32 (HA), REV-1, specifically those allowed under the "First Component" outlined in the Notice. RAD is authorized by the Consolidated and Further Continuing Appropriations Act of 2012 (Public Law 112-55, approved November 18, 2011), which provided fiscal year 2012 appropriations for HUD (2012 Appropriations Act). The second component of RAD received additional authorization by the Consolidated Appropriations Act of 2014 (Public Law 113-76, approved January 17, 2014), which provided fiscal year 2014 appropriations for HUD (2014 Appropriations Act). RAD has two separate components: First component. The first component allows projects funded under the public housing and Section 8 Moderate Rehabilitation (Mod Rehab) programs to convert their

assistance to long-term, project-based Section 8 rental assistance contracts.<sup>1</sup> Under this component of RAD, public housing agencies (PHAs) and Mod Rehab owners may choose between two forms of Section 8 Housing Assistance Payment (HAP) contracts: project-based vouchers (PBVs) or project-based rental assistance (PBRA). No incremental funds are authorized for this component. PHAs and Mod Rehab owners will convert their assistance at current subsidy levels. Second component. The second component allows owners of projects funded under the Rent Supplement (Rent Supp), Rental Assistance Payment (RAP), and Mod Rehab programs to convert tenant protection vouchers (TPVs) to PBVs, upon contract expiration or, for owners of Rent Supp and RAP projects, termination, occurring after October 1, 2006, and no later than December 31, 2014. While there is no cap on the number of units that can convert assistance under this component of RAD, and no requirement for competitive selection, actions under this component are subject to the availability of TPVs. Sections II and III of this Notice provide further instructions for owners of Mod Rehab projects and owners of Rent Supp and RAP projects, respectively. Collectively, projects that convert their form of assistance under the Demonstration are referred to in this Notice as “covered projects.” If the application is approved, the Agency will convert units identified under the First Component of the Notice. All other regulatory and statutory requirements of the PBV program in 24 CFR Part 983 and section 8 (o)(13) of the Act shall apply, including resident choice, environmental review, and fair housing requirements.

The HA is committed to the goals and policies contained in the Housing Element of the General Plan for the County of Riverside and the County of Riverside Consolidated Plan.

#### **B. Service Policy/Accommodations**

This policy is applicable to all situations described in this Statement of Policies when a family initiates contact with the HA, when the HA initiates contact with a family including when a family applies, and when the HA schedules or reschedules appointments of any kind.

It is the policy of this HA to be customer service oriented in the administration of our housing programs, and to exercise and demonstrate a high level of professionalism while providing housing services to the families within our jurisdiction.

The HA’s policies and practices are designed to provide assurances that all persons with disabilities will be provided reasonable accommodations so that they may have equal access to the housing programs and related services. Persons requiring special accommodations due to a disability must notify the HA of their needs.

#### **C. Translation of Documents**

The Housing Authority will translate documents into other languages when feasible.

#### **D. Family Outreach**

It is the goal of the HA to assure that participating families in the program are representative of the County’s targeted population groups, as identified in the Consolidated Plan of its area of operation. The HA will publicize and disseminate information to make known the availability of housing assistance and related services for low income families on an as needed basis. The HA will publicize the availability and nature of housing assistance for low income families in a newspaper of general circulation, minority media, and by other suitable means (such as

distributing information to non-profit agencies within the county).

#### **E. Privacy Rights and Providing Information to Others**

The HA's policy regarding release of information is in accordance with state and local laws which restricts the release of family information. A signed authorization of release of information is required for release of information to interested parties.

The HA's practices and procedures are designed to safeguard the privacy of applicants, program participants, and participating owners or property managers. All applicant and participant hard files and imaged files will be stored in a secure location that is only accessible by authorized staff.

#### **F. Equal Opportunity**

The HA practices equal opportunity in hiring, promotion and conditions of employment. The HA will comply with the equal opportunity housing requirements in regard to non-discrimination in housing.

#### **G. Rules and Regulations**

This Statement of Policies is set forth to define the HA's local policies for operation of the housing programs in the context of federal laws and regulations. All issues related to Public Housing not addressed in this document are governed by such federal regulations, HUD memos, notices and guidelines, or other applicable law.

#### **H. Jurisdiction**

The HA's area of operation is all of the incorporated and unincorporated cities and areas in Riverside County.

#### **I. Monitoring Program Performance, Inspections, Asset Management**

The HA will monitor program performance in compliance with the Annual Contributions Contract and other applicable laws, regulations and guidelines. The HA has converted successfully to Asset Management and will continue to monitor and operate its PH developments to comply with any applicable laws, regulations and guidelines in relation to Asset Management. It is the agency's objective to receive the highest rating from HUD using the Public Housing Assessment System (PHAS) or other HUD system.

Inspections will be conducted to ensure that units meet Uniform Physical Condition Standards (UPCS) in accordance with the Code of Federal Regulations 24 CFR Part 5, **Subpart G—Physical Condition Standards and Inspection Requirements** SOURCE: 63 FR 46577, Sept. 1, 1998, unless otherwise noted. **§ 5.701 Applicability.** (a) This subpart applies to housing assisted under the HUD programs listed in 24 CFR 200.853(a). (b) This subpart applies to housing with mortgages insured or held by HUD, or housing that is receiving assistance from HUD, under the programs listed in 24 CFR 200.853(b). (c) This subpart also applies to Public Housing (housing receiving assistance under the U.S. Housing Act of 1937, other than under section 8 of the Act). (d) For purposes of this subpart, the term "HUD housing" means the types of housing listed in paragraphs (a), (b), and (c) of this section. [63 FR 46577, Sept. 1, 1998, as amended at 65 FR 77240, Dec. 8, 2000] **Office of the Secretary, HUD § 5.703 Physical condition standards for HUD housing that is decent, safe, sanitary and in good**



**repair (DSS/GR).** HUD housing must be decent, safe, sanitary and in good repair. Owners of housing described in § 5.701(a), mortgagors of housing described in § 5.701(b), and PHAs and other entities approved by HUD owning housing described in § 5.701(c), must maintain such housing in a manner that meets the physical condition standards set forth in this section in order to be considered decent, safe, sanitary and in good repair. These standards address the major areas of the HUD housing: the site; the building exterior; the building systems; the dwelling units; the common areas; and health and safety considerations. (a) *Site*. The site components, such as fencing and retaining walls, grounds, lighting, mailboxes/project signs, parking lots/driveways, play areas and equipment, refuse disposal, roads, storm drainage and walkways must be free of health and safety hazards and be in good repair. The site must not be subject to material adverse conditions, such as abandoned vehicles, dangerous walks or steps, poor drainage, septic tank back-ups, sewer hazards, excess accumulations of trash, vermin or rodent infestation or fire hazards. (b) *Building exterior*. Each building on the site must be structurally sound, secure, habitable, and in good repair. Each building's doors, fire escapes, foundations, lighting, roofs, walls, and windows, where applicable, must be free of health and safety hazards, operable, and in good repair. (c) *Building systems*. Each building's domestic water, electrical system, elevators, emergency power, fire protection, HVAC, and sanitary system must be free of health and safety hazards, functionally adequate, operable, and in good repair. (d) *Dwelling units*. (1) Each dwelling unit within a building must be structurally sound, habitable, and in good repair. All areas and aspects of the dwelling unit (for example, the unit's bathroom, call-for-aid (if applicable), ceiling, doors, electrical systems, floors, hot water heater, HVAC (where individual units are provided), kitchen, lighting, outlets/switches, patio/porch/balcony, smoke detectors, stairs, walls, and windows) must be free of health and safety hazards, functionally adequate, operable, and in good repair. (2) Where applicable, the dwelling unit must have hot and cold running water, including an adequate source of potable water (note for example that single room occupancy units need not contain water facilities). (3) If the dwelling unit includes its own sanitary facility, it must be in proper operating condition, usable in privacy, and adequate for personal hygiene and the disposal of human waste. (4) The dwelling unit must include at least one battery-operated or hardwired smoke detector, in proper working condition, on each level of the unit. (e) *Common areas*. The common areas must be structurally sound, secure, and functionally adequate for the purposes intended. The basement/garage/carport, restrooms, closets, utility, mechanical, community rooms, day care, halls/corridors, stairs, kitchens, laundry rooms, office, porch, patio, balcony, and trash collection areas, if applicable, must be free of health and safety hazards, operable, and in good repair. All common area ceilings, doors, floors, HVAC, lighting, outlets/switches, smoke detectors, stairs, walls, and windows, to the extent applicable, must be free of health and safety hazards, operable, and in good repair. These standards for common areas apply, to a varying extent, to all HUD housing, but will be particularly relevant to congregate housing, independent group homes/residences, and single room occupancy units, in which the individual dwelling units (sleeping areas) do not contain kitchen and/or bathroom facilities. (f) *Health and safety concerns*. All areas and components of the housing must be free of health and safety hazards. These areas include, but are not limited to, air quality, electrical hazards, elevators, emergency/fire exits, flammable materials, garbage and debris, handrail hazards, infestation, and lead-based paint. For example, the buildings must have fire exits that are not blocked and have hand rails that are undamaged and have no other observable deficiencies. The housing must have no evidence of infestation by rats, mice, or other vermin, or of garbage and debris. The housing must have no evidence of electrical hazards, natural hazards, or fire hazards. The dwelling units and common areas must

have proper ventilation and be free of mold, odor (e.g., propane, natural gas, methane gas), or other observable deficiencies.

The housing must comply with all requirements related to the evaluation and reduction of lead-based paint hazards and have available proper certifications of such (see 24 CFR part 35). (g) *Compliance with State and local codes.* The physical condition standards in this section do not supersede or preempt State and local codes for building and maintenance with which HUD housing must comply. HUD housing must continue to adhere to these codes.

#### **§ 5.705 Uniform physical inspection requirements.**

Any entity responsible for conducting a physical inspection of HUD housing, to determine compliance with this subpart, must inspect such HUD housing annually in accordance with HUD-prescribed physical inspection procedures. The inspection must be conducted annually unless the program regulations governing the housing provide otherwise or unless HUD has provided otherwise by notice. [65 FR 77240, Dec. 8, 2000]

Note: The PHA will inspect units at least once per calendar year, not once per fiscal year as was previously required.

#### **J. PROGRAM INTEGRITY MONITORING (PIM)**

The HA administers Program Integrity Monitoring (PIM). The purpose of the program is to ensure that public funds are paid only on behalf of qualified and eligible participants, and to landlords and owners who comply with all contract provisions in accordance with federal regulations. (Refer to Appendix N)

PIM also staffs a toll-free fraud hotline [(800) 300-0439]. Through this hotline, the public can anonymously report any suspected participant/owner/employee fraud. The fraud hotline number is available through the internet web site, as a telephone option when calling the office and Housing Authority newsletters.

#### **K. Requests for Information from Files**

The HA will make public records available to ~~individuals and organizations with legitimate purposes~~ all persons, unless otherwise exempted from disclosure by applicable law. Copies of disclosable public records may be purchased from the HA or they can be viewed at no charge at the HA offices during normal business hours. The HA charges \$0.50 for the first page copied and \$0.10 for each additional page thereafter. To the extent permitted by law, under certain circumstances the HA may recover additional costs in connection with retrieving electronic data. ~~In order not to cause a financial burden on the HA, charges for this information will be 25 cents per page for photocopies, and \$30 per hour for staff time in locating and gathering information. If the file is stored in archives, an additional \$35 fee will be charged to request it from storage.~~

#### **L. Code of Conduct**

All employees are expected to abide by the Code of Conduct for the HA, which is included as Exhibit M of this document.

## **SECTION I. DEFINITION OF TERMS**

### **Absence of Any Member**

Any member of the household will be considered permanently absent if she/he is away from the unit for 183 days in a 12 month period, except as otherwise provided in this chapter. A spouse or co-head away in the military are still considered members of the household and their income is included in annual income, except hostile fire pay.

### **Adjusted Income (annual income less):** **(24 CFR Part 5, Subpart F)**

1. Family Income means Total Annual Income less deductions and exemptions specified below and anticipated during the twelve-month period for which Total Family Income is estimated. Such deductions are to be applied uniformly to all Families.

- a) A deduction of \$400 for elderly families (whose head, spouse/co-head, or sole member is a person who is at least 62 years of age), and for disabled families (whose head, spouse/co-head, or sole member is a person with disabilities).
- b) A deduction for extraordinary medical expenses, for elderly and disabled families as defined for this purpose to mean medical expenses in excess of 3% of total family income, where not compensated for or covered by insurance.
- c) A deduction for reasonable expenses in excess of 3% of total family income that are anticipated for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. The medical *and* disability assistance expense threshold is a combined total amount of 3% of total family income
- d) A deduction for *reasonable* childcare expenses for the care of children age 12 and younger provided the care is necessary to enable a family member to: work, look for work, or further his education; the expense is not reimbursed by an agency or individual outside the household; and the expenses incurred to enable a family member to work do not exceed the amount earned.
- e) A deduction of \$480 for each member of the family residing in the household (other than the head or spouse/co-head or foster child) who is: under eighteen years of age; a person with disabilities; or a full-time student. A head of household, spouse/co-head, foster child, or live-in aide may *never* be counted as a dependent. A full-time student is one carrying a full time subject load (as defined by the institution) at an institution with a degree or certificate program.

### **Admission:**

The effective date that the family first becomes a participant, resident or tenant under the program, the same date as the initial lease effective date. In the case of adding an adult, the date that the adult is added with HACR consent is considered that persons date of admission. The admission date to the program does not change when a resident transfers units, they keep their original admission date of when they where first housed under the program.

### **Alcohol Abuse:**

The HACR has determined that a pattern of alcohol abuse exists when there are two or more criminal charges involving alcohol during a three (3) year period.

**Annual Income (24 CFR Part 5 Subpart F):**

- (a) Annual Income is the anticipated total income from all sources received by the family head and spouse/co-head (even if temporarily absent) and by each additional member of the family residing in the household who is at least eighteen years of age, including all net income derived from assets, for the 12 month period following the effective date of initial determination or re-examination of income, exclusive of income that is temporary, non-recurring or sporadic, as defined in paragraph (c) of this section, and exclusive of certain other types of income specified in paragraph (d) of this section.
- (b) Annual Income includes, but is not limited to:
- (1) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;
  - (2) The net income from operation of a business or profession (for this purpose, expenditures for business expansion or amortization of capital indebtedness and an allowance for depreciation of capital assets shall not be deducted to determine the net income from a business);
  - (3) Interest, dividends, and other net income of any kind from real or personal property (for this purpose, expenditures for amortization of capital indebtedness and an allowance for depreciation of capital assets shall not be deducted to determine the net income from real or personal property). Where the family has Net Family Assets in excess of \$5,000, Annual Income shall include the greater of the actual income derived from all Net Family Assets or a percentage of the value of such Assets based on the current passbook savings rate as determined by HUD;
  - (4) The full amount of periodic payments received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump sum payment for the delayed start of a periodic payment;
  - (5) Payments in lieu of earnings, such as unemployment and disability compensation, Worker's Compensation, severance pay, and welfare assistance payments (but see paragraph (c) (3) of this section).
  - (6) Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling;
  - (7) All regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is head of the family, spouse/co-head, or other person whose dependents are residing in the unit (but see paragraph (c) (5) of this section);
  - (8) Any earned income tax credit to the extent it exceeds income tax liability;
  - (9) Payments to the head of the household for support of a minor, or payments nominally to a minor for his support but controlled for his benefit by the head of the household or a resident family member other than the head, who is responsible for his/her support.
- (c) Annual Income does not include:
- (1) Income from employment of children (including foster children) under the age of 18 years;
  - (2) Payments received for the care of foster children or foster adults;
  - (3) Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and Worker's Compensation), capital gains and settlement for personal or property losses (but see paragraph (b) (5) of this section);

- (4) Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;
- (5) Income of a live-in-aide;
- (6) The full amount of student financial assistance paid directly to the student or to the educational institution;
- (7) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;
- (8) The following:
  - a) Amounts received under training programs funded by HUD;
  - b) Amounts received by a person with disabilities that are disregarded for a limited time for purposes of supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);
  - c) Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;
  - d) A resident service stipend. This is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the owner, on a part-time basis, that enhances the quality of life in the development. This may include, but is not limited to fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination and serving as a member of the PHA's governing board. No resident may receive more than one such stipend during the same period of time; or
  - e) Incremental earnings and benefits resulting to any family member from participation in qualifying state or local employment training programs (including training programs not affiliated with a local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training program.
- 9) Temporary, nonrecurring, or sporadic (including gifts). For example, amounts earned by temporary census employees whose terms of employment do not exceed 180 days (PIH Notices 2000-1; 2008-26; 2009-19; 2010-38).
- 10) Reparations payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;
- 11) Earnings in excess of \$480 for each full-time student 18 years or older (excluding the head of household or spouse/co-head);
- 12) Adoption assistance payments in excess of \$480 per adopted child;
- 13) (Reserved)
- 14) Deferred periodic payments of supplemental security income and social security benefits that are received in a lump-sum payment or in prospective monthly payments;
- 15) Amounts received by the family in the form of refunds or rebates under state or local law for property taxes paid on the dwelling unit;
- 16) Amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; and

- 17) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that include assistance under the 1937 Act (See exclusions in the Guidebook for a listing).
- d). If it is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal, or cyclic income) or the PHA believes that past income is the best available indicator of expected future income, the PHA may annualize the income anticipated for a shorter period, subject to a re-determination at the end of the shorter period.

**Applicant (or applicant family):**

A family that has applied for admission to a program, but is not yet a participant in the program.

**Assets:**

(See Net Family Assets.)

**Bifurcation of Lease:**

Under the authority provided in Section 6(l)(6)(B) of the United States Housing Act of 1937, as amended (42 U.S.C. § 1437d(1)(6)(B), the Housing Authority may split the lease in order to evict, remove, or terminate assistance to any individual who is a tenant or a lawful occupant under the lease and who engages in criminal acts of physical violence against family members or others. The Housing Authority may take such action without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is the tenant or a lawful occupant under the lease.

**Child Care Expenses:**

Amounts anticipated to be paid by the family for the care of children age 12 and under during the period for which Annual Income is computed, but only where such care is necessary to enable a family member to be gainfully employed or to further his or her education. The amount deducted shall reflect *reasonable* charges for childcare and, in the case of childcare necessary to permit employment, the amount deducted shall not exceed the amount of income received from such employment or the amount of the employment that is counted as income in the determination of rent.

**Child Custody:**

Minor children who are subject to a joint custody agreement, but live with one parent at least 51 percent of the time will be considered members of the household. "51 percent of the time" is defined as 183 days of the year, which do not have to run consecutively. When both parents claim the minor child, court documents will prevail. The parent whose address is listed in the school records will also be considered when determining who may claim the school-age minor child as a dependent.

**Citizen:**

A citizen or national of the United States.

**Co-head:**

A co-head is one additional adult in the household who is the boyfriend, girlfriend, or significant other of the head of the household. This person has equal responsibility for the lease. A family may have one spouse or co-head, but not both. A co-head never qualifies as a dependent (50058 Instruction Booklet-3h). A Co-head may qualify the family as a disabled or elderly household and consequently receive a \$400 annual allowance. (24CFR 5.403 for disabled/elderly definition

of a “family”—“two or more persons living together”).

**Community Service:**

If required by HUD regulations, this agency will implement any required community service program. The provisions of community service require all non-exempt adult public housing residents to participate in eight hours of community service and/or economic self-sufficiency activities per month. Exempt residents include those over 62; blind or disabled individuals who certifies that because of this disability she or he is unable to comply with the service provisions; the primary caretaker of a disabled person; individuals working at least 30 hours per week or 30 hours of other work activities; individuals who meet the requirements for being exempted from having to engage in a work activity under the State program funded under part A of the title IV of the Social Security Act (42 U.S.C. 601 *et seq.*) or under any other welfare program of the State in which the PHA is located, including a State-administered welfare-to-work program. In implementing the service requirement under 960 Subpart F, the PHA may not substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by PHA employees or replace a job at any location where residents perform activities to satisfy the service requirement.

**Continuously Assisted:**

If the family is already receiving assistance under any 1937 Housing Act program when admitted to the program, then the applicant is considered continuously assisted under the 1937 Housing Act.

**Covered Person:**

A tenant, any member of the tenant’s household, a guest or another person under the tenant’s control.

**Dating Violence:**

Violence committed by a person:

- (1) who is or has been in a social relationship of a romantic or intimate nature with the victim; and
- (2) where the existence of such a relationship shall be determined based on a consideration of the following factors: (i) the length of the relationship; (ii) the type of relationship; and (iii) the frequency of interaction between the persons involved in the relationship.

**Dependent:**

A member of the family household (excluding foster children/foster adults/live-in aides) other than the head of household or spouse/co-head who is under 18 years of age or is a Disabled person or Handicapped person, an adopted child, or is a Full-time Student (an unborn child shall not count as a dependent). Head of household, spouse/co-head, foster child or adult, or live-in aide shall never be considered a dependent.

**Disability Assistance Expense:**

Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source. This deduction may not exceed the earned income received by family members who are 18 years of age or older and who are able to work because of such attendant care or auxiliary apparatus.

### **Disabled person**

A person who is any of the following:

1. A person who has a disability as defined in Section 223 of the Social Security Act. (42U.S.C. 423).
2. A person who has a physical, mental or emotional impairment that:
  - a. Is expected to be of long-continued and indefinite duration;
  - b. Substantially impedes his or her ability to live independently; and
  - c. Is of such a nature that ability to live independently could be improved by more suitable housing conditions.
3. A person who has a developmental disability as defined in section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act (42 U.S.C. 6001(7)).
4. For eligibility purposes, a person is not considered disabled solely on the basis of any drug or alcohol dependence.

A Disabled Person for purposes of **approving a reasonable accommodation** request is defined according to the **Fair Housing Act** amended in 1988: “Handicap is defined as a person with a physical and/or mental impairment which substantially limits one or more major life activities, a person having a record of such an impairment, or a person who is regarded as having such an impairment. This Act also includes persons affected with the HIV virus, but not persons addicted to a controlled substance.”

### **Disallowance of Earned income from rent determinations:**

Under the Quality Housing and Work Responsibility Act of 1998 (QHWRA), the rent for eligible families may not be increased as a result of the increased income due to such employment during the 12-month period beginning on the first of the month following the date on which the employment begins.

A family eligible for the earned income exclusion is a family residing in a public housing project and:

- (1) whose annual income increases as a result of employment of a family member who was unemployed for one or more years previous to employment;
- (2) whose annual income increases as a result of increased earnings by a family member during participation in any economic self-sufficiency or other job training program; or
- (3) whose annual income increases as a result of new employment or increased earnings of a family member, during or within six months after receiving assistance, benefits, or services under any state program for temporary assistance for needy families (TANF).

Upon the expiration of the first 12-month period referred to above, the rent payable by an eligible family may be increased due to the continued employment of the family member described above, except that in the second 12-month period the amount of the increase may not be greater than 50 percent of the amount of the total rent increase that would be applicable except for this exclusion. The PHA chooses not to establish a system of individual savings accounts for families who qualify for the disallowance of earned income. *Maximum four year disallowance.* In the case of interrupted employment, the disallowance of increased income of an individual family member is limited to a lifetime 48 month period. Earned Income Disallowance does not apply at admission (in accordance with CFR 960.255). Admission applies to original admission date to program or admission of any other individual to an already assisted unit at any time. Persons added to the assisted unit are not eligible for Earned Income Disallowance at the time they are admitted but may at a



later date if they meet the qualifications for Disallowance and have a new qualifying event.

**Displaced:**

A single person or family who has been displaced by governmental action as certified by a city, state or federal agency or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to Federal Disaster Relief laws.

**Domestic Violence:**

Includes felony or misdemeanor crimes of violence committed by a current or former spouse/co-head of the victim, by a person with whom the victim share a minor child in common, by a person who is cohabitated with or has cohabitated with the victim as a spouse/co-head, by a person similarly situated to a spouse/co-head of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

**Drug:**

A controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

**Drug-Related Criminal Activity:**

The illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with intent to manufacture, sell, distribute or use the drug.

**Elderly/Disabled Family:**

A family whose head or spouse/co-head or whose sole member is an elderly person, a disabled person, or a handicapped person as defined in this section; or may be two or more elderly, disabled or handicapped persons living together; or one or more such persons living with another person who is determined to be essential to his/her care and well being.

**Elderly Person:**

A person who is at least 62 years old.

**Eligible Non-Citizen:**

A person who is neither a citizen nor a national of the United States that has eligible immigration status as defined by HUD.

**Employment:**

For the purposes of determining Disallowance of Earned Income, a person who is working at least the equivalent of ten (10) hours per week for fifty (50) weeks per year at minimum wage (see Gainful Employment and Working Family for other definitions).

**Evidence of Citizenship:**

Evidence of citizenship or eligible immigration status means the documents that must be submitted to verify citizenship or eligible immigration status.

**Excess Medical Expenses:**

Any medical expenses incurred by elderly or disabled families only, in excess of 3 percent of annual income that are not reimbursable from any other source.

**Extremely Low Income:**

A family whose annual income does not exceed 30 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

**Family:**

The applicant must qualify as a family. A family may be a single (one) person or a group of persons.

1. The term "family" means:
  - a. Two or more persons sharing residency whose combined income and resources are available to meet the household needs or have evidenced a stable family relationship; or
  - b. Two or more elderly or disabled persons living together, or one or more elderly or disabled persons living with one or more live-in aides.
  - c. A single, pregnant woman (PHA's must verify pregnancy when it is the sole basis for determining eligibility. In cases where an immediate determination cannot be made, PHA's may require a physician's certificate); or
  - d. A child who is temporarily away from home because of placement in foster care is considered a member of the family. This provision only pertains to the child's temporary absence from the home, and is not intended to enlarge the space available.
  - e. A single (one) elderly (62 years of age or older) or a single (one) disabled person; or
  - f. A single (one) displaced person; or
  - g. Any "other single (one)" person
  - h. For Continued Occupancy purposes only, the remaining member of a tenant family

**Family of Veteran or Service Person:**

A family is a family of a veteran or service person when:

1. The veteran or service person (a) is either the head of household or related to the head of the household; or (b) is deceased and was related to the head of the household, and was a family member at the time of death.
2. The veteran or service person, unless deceased, is living with the family or is only temporarily absent unless she/he was (a) formerly the head of the household and is permanently absent because of hospitalization, separation, or desertion, or is divorced; provided, the family contains one or more persons for whose support she/he is legally responsible and the spouse/co-head has not remarried; or (b) not the head of the household, but is permanently hospitalized; provided, that she/he was a family member at the time of hospitalization and at least one related person remains in the family.

**Flat Rent:**

The rent paid by a family choosing flat rent instead of income-based rent. Flat rent is based on comparable market rents in the area and is determined annually. The Flat Rent amount for "mixed" families is prorated. A "mixed" family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible non-citizens.

**Foster Child/Adult:**

A child/adult whose care, comfort, education, and upbringing has been left to persons other than his natural parents and who has been placed in the home by the court or a government agency. All foster care income of is excluded. A foster child/adult is not eligible for continued

occupancy as a remaining member as they are not considered a family member as defined by regulations.

**Full-Time Student:**

A person (excluding head of household or spouse/co-head) who is carrying a subject load that is considered full time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

**Gainful Employment:**

Employed and working an average of 32 hours per week.

**HA:**

A Housing Authority - either a Public Housing Agency or an Indian Housing Authority or both. The Housing Authority of the County of Riverside is referred to as “HA” or “Housing Authority” or “PHA” throughout this document.

**Head of Household:**

The "head of the household" is that family member who is held responsible and accountable for the family (and whose name will normally appear on the dwelling lease); however, *all* adults are responsible and accountable for following the terms of the lease.

**Homeless:**

Any person or family that: 1) lacks a fixed, regular and adequate nighttime residence; and 2) has a primary nighttime residence that is: (a) a supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing); (b) an institution that provides a temporary residence for persons intended to be institutionalized; or (c) a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings. A person or persons residing on a temporary basis with a family member or other person is not considered homeless.

**Foster Youth Aging Out of Foster Care (for purposes of meeting Level 1 preference criteria):** A homeless youth who has aged out of foster care and between the ages of 18-22. Emancipated youth and emancipated parenting minors who are homeless and exiting the foster care system may also be eligible under this provision.

**Housing Agency:**

A state, county, municipality or other governmental entity or public body authorized to administer the program. The term “HA” includes an Indian housing authority (IHA). (HA and PHA mean the same thing.)

**HUD:**

The U.S. Department of Housing and Urban Development.

**HUD Requirements:**

HUD requirements for the Section 8 programs, which includes the Affordable Public Housing Program. HUD requirements are issued by HUD headquarters as regulations, Federal Register notices or other binding program directives.

**Immediate Family Member:**

A spouse/co-head, parent, brother or sister, or child of the person, or an individual to whom that person stands in loco parentis (in place of a parent); or any other person living in the household of that person and related to that person by blood or marriage.

**Imputed Asset:**

Asset disposed of for less than Fair Market Value during the two years preceding examination or reexamination and valued at more than \$5,000.

**Imputed Asset Income:**

HUD passbook rate times total cash value of assets. Imputed asset income is used when assets exceed \$5,000.

**Imputed Welfare Income:**

The difference between the actual welfare grant received by the family and the amount that would be received by the family if a family member was not sanctioned for fraud, or failure to participate in an economic self sufficiency program, or failure to comply with a work activities requirement. The difference is included in household income whether actually received by the family or not. Imputed Welfare Income is not included at initial admission to the program.

**Income:**

Income from all sources of each member of the household as determined in accordance with HUD regulations for included and excluded income.

**Income for Eligibility:**

Annual Gross Income.

**Live in Aide:**

A person who resides with person(s) (on a 24 hour basis) who are elderly, near elderly, and/or have a disability, and:

- Is determined by the PHA to be essential to the care and well-being of the person(s), and
- Is not obligated for the support of the person(s), and
- Who would not be living in the unit except to provide necessary supportive services.

A live-in Aide is not a family member and is not eligible for continued assistance as a remaining member, nor is a Live in Aide required to sign the lease. A live-in Aide and Head of Household must sign a Live-In Aide Addendum to the Lease and must be verified annually. At any time, the PHA may refuse to approve a particular person as a live-in aide, or may withdraw such approval, if the person:

- Commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program
- Commits drug-related criminal activity or violent criminal activity
- Is subject to lifetime registration as a sex offender
- Currently owes rent or other amounts to any PHA in connection with the Housing Choice Voucher Program (Section 8) or public housing assistance under the 1937 Act.
- If the head of household requires a live-in aide, the head of household must not be a live-in/caretaker for someone else.
- Is currently receiving rental assistance under any federally subsidized rental assistance program.
- If the live-in aide would not be living in the unit except to provide the necessary

supportive services (i.e. parent of a child).

- A PHA may only approve one additional bedroom for a live-in aide. Although a live-in aide may have PHA-approved family member/s live with him/her in the assisted unit, no additional bedrooms will be provided for the family members of the live-in aide. The PHA must ensure that occupancy standards and UPCS will not be violated and that there will be no more than two people per bedroom or living/sleeping space in the unit in accordance with PHA occupancy standards. If the approval of additional family members of a live-in aide would result in the violation of UPCS or the PHA occupancy standards, the additional family members of the live-in aide may not be approved. PIH 2010-51 (HA)

**Local Preference:**

A preference used by the HA to select among applicant families.

**Low Income Family:**

A family whose Annual Income does not exceed 80 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 80 percent of the median income for the area on the basis of its finding that such variations are necessary because of the prevailing levels of construction costs or unusually high or low family incomes.

**Medical Expense:**

Those medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed and that are not covered by insurance or any other source. Out of pocket medical expenses are deducted for qualified disabled and elderly families only.

**Military Services of the United States:**

"Military Service of the United States" means only the Army, Navy, Air Force, Marine Corps and Coast Guard. Such service does not include Merchant Marine, Red Cross, UNRRA, or any other organization not actually part of the Military or Naval service of the United States.

**Minimum Rent:**

\$50 monthly rent less the utility allowance deduction.

**Minor:**

A member of the family household (excluding foster children) other than the family head or spouse/co-head who is under 18 years of age.

**Mixed Family:**

A family whose members include those with citizenship or eligible immigration status and those without citizenship or eligible immigration status.

**Monthly Adjusted Income:**

One-twelfth of adjusted annual income.

**Monthly Income:**

One-twelfth of annual income.

**National:**

A person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.

**Net Family Assets:**

Value of equity in real property, savings, stocks, bonds, and other forms of capital investment, excluding equity accounts in HUD home ownership programs. The value of necessary items of personal property, such as furniture and automobiles, shall be excluded. In cases where a Trust fund has been established and the Trust is not revocable by, or under the control of, any member of the family or household, the value of the Trust fund will not be considered an asset, so long as the fund continues to be held in trust. Any income distributed from the Trust fund shall be counted when determining Annual Income under paragraph U of this section. In determining Net Family Assets, the PHA shall include the value of any assets over \$2,000 disposed of by an applicant or tenant for less than Fair Market Value (including a disposition in Trust, but not in a foreclosure or bankruptcy sale) during the two years preceding the date of application for the program or re-examination, as applicable, in excess of the consideration received therefore. In the case of a disposition as part of a separation or divorce settlement, the disposition will not be considered to be for less than Fair Market Value if the applicant or tenant receives important consideration not measurable in dollar terms.

**Non-Citizen:**

A person who is neither a citizen nor national of the United States.

**Non-citizen students.**

Non-citizen students as defined by HUD in the non-citizen regulations are not eligible for assistance.

**Nucleus Family:**

All family members at the time of initial application (Intake) plus any members added by marriage, birth, adoption, or court awarded custody. The nucleus family excludes foster children/adults and live-in aides.

**Occupancy Standards:**

Standards established by an HA to determine the appropriate number of bedrooms for households. The occupancy standards must provide for the smallest number of bedrooms needed to house a family without overcrowding.

**Participant:**

A family that has been admitted to the HA's Public Housing program. The family becomes a participant on the effective date of the initial lease is first executed by the HA for the family.

**Preference:**

See Local Preference.

**Premises:**

The building or complex or development in which the public or assisted housing dwelling unit is located, including common areas and grounds.

**Previously unemployed:**

Includes a person who has earned, in the twelve months previous to employment, no more than would be received for 10 hours of work per week for 50 weeks at the established minimum wage.

**Pro-ration of Assistance for “Mixed” Families**

Pro-ration of assistance must be offered to any “mixed” applicant or participant family. A “mixed” family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible non-citizens. Pro-rated assistance is calculated using the flat rent of the unit, total tenant payment, housing maximum rent (according to unit bedroom size), number of family members with eligible immigration status, number of family members without eligible immigration status and the utility allowance calculation.

**Public Housing Agency (PHA):**

Any State, County, Municipality or other governmental entity or public body (or agency or instrumentality thereof) that is authorized to engage in or assist in the development or operation of housing for low income families.

**Reasonable accommodation:**

In order to grant equal access and/or an equal opportunity to participate in the Public Housing program, the PHA will consider requests for reasonable accommodation (reasonable adjustments to the rules, policies, practices, procedures, and physical premises which do not reduce or waive essential requirements of the program) by persons with disabilities. Accommodations are not reasonable if they require fundamental alterations to the unit or in the nature of the program, or impose undue financial burdens on the PHA. Requests for reasonable accommodation will be considered on a case-by-case basis. The person with a disability, or guardian or responsible party of the person with a disability, must submit a written Reasonable Accommodation request. The Housing Authority will verify the need through third party verification from the patient’s designated medical professional. There must be a nexus between the requested accommodation and the disability. The family may be required to pay for the cost of the reasonable requested accommodation/modification as determined by the HA.

**Remaining Member:**

A family member listed on the lease who continues to live in the unit after all other family members have left. If the remaining member signed the lease, the person could continue in the program after signing a new lease. If the remaining member did not sign the lease, the PHA would determine if the person is eligible for the program, and suitable as a tenant (according to Admission procedures in place). The PHA reserves the right to consider a transfer to a unit of appropriate bedroom size upon determination of the remaining member’s status. A Live-in Aide or foster child/adult is not considered a family member and is not eligible to be a remaining member.

**Rent Burdened:**

Paying more than 30% of family income for rent. In order to be given the preference of rent burdened, a family must provide evidence that is verifiable.

**Residency Preference:**

Given to those applicants who, at the time of release from the waiting list, either: a) reside in the County of Riverside; or b) work in the County of Riverside (head/spouse/co-head or sole member of the household is employed) or have been notified they are hired to work in the

County of Riverside. This residency preference will not have the purpose or effect of delaying or otherwise denying admission to the program based on race, color, ethnic origin, gender, religion, disability, or age of any member of an applicant family.

**Responsible Entity:**

The person or entity responsible for administering the restrictions on providing assistance to non-citizens with ineligible immigration status (the HA).

**Secretary:**

The Secretary of Housing and Urban Development

**Service Person:**

A person in the active military or naval service (including the active reserve) of the United States.

**Single Person:**

A person living alone or intending to live alone.

**Spouse:**

Spouse means the husband or wife of the head of the household. PHA's are directed to follow HUD's guidance when applying policy: The Defense of Marriage Act (DOMA), Public Law 104-199 § 3(a), 110 Stat. 2419, codified at 1 USC § 7 states: "In determining the meaning of any Act of Congress, or of any ruling, regulation, or interpretation of the various administrative bureaus and agencies of the United States, the word "marriage" means only a legal union between one man and one woman as husband and wife, and the word "spouse" refers only to a person of the opposite sex who is husband and wife."

Public Law 104-199 § 3(a) appears intentionally broad and prohibits the recognition of same-sex marriage for any federal program, even if state law recognizes such a union. DOMA provides for no exceptions.

Accordingly, same sex marriage couples cannot be regarded as "spouses" under any housing program under the United States Housing Act of 1937.

**Stalking:**

To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (i) that person, (ii) a member of the immediate family of that person; or (iii) the spouse/co-head or intimate partner of that person.

**Temporary Financial Hardship:**

Decrease of income lasting less than 60 days.

**Tenant:**

The Head of Household and other household members residing in the assisted unit with PHA written consent. A live-in aide or foster child is not a household member. A tenant is also referred to as a Resident or Participant.



**Tenant Rent:**

Tenant rent is the Total Tenant Payment less the Utility Allowance, or Flat Rent, and is chosen by the family annually (at reexamination), or one time annually at time of hardship if at Flat Rent. That is the amount payable monthly by the family as rent to the PHA. Pro-ration of assistance must be offered to any “mixed” applicant or participant family. A “mixed” family is one that includes at least one U.S. citizen or eligible immigrant and any number of ineligible non-citizens.

**Total Tenant Payment:**

The Total Tenant Payment (TTP) shall be the greatest of:

1. 30 percent of family monthly adjusted income;
2. 10 percent of family monthly income;
3. Minimum Rent of \$50.00

**Transitional Housing:**

A housing unit located in a building that contains sleeping accommodations, kitchen, and bathroom facilities. Used exclusively to facilitate the transition of homeless individuals to independent living within twenty-four (24) months and where a governmental body or qualified nonprofit organization provides those individuals with temporary housing and supportive services to assist them in finding and keeping permanent housing.

**Uniform Physical Condition Standards (UPCS):**

Standards established by HUD intended to ensure that public housing units are decent, safe, sanitary and in good repair.

**Unit:**

Residential space for the private use of a family.

**Utilities:**

Utilities means water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection and sewerage services. Telephone and television services are not included as utilities.

**Utility Allowances:**

An amount deducted from the Total Tenant Payment for utilities not provided by the PHA, an amount equal to the estimate established under Part 965 of the Code of Federal Regulations of the monthly cost of a reasonable consumption of such utilities and other services for the unit by an energy conservative household of modest circumstances consistent with the requirements of a safe, sanitary, and healthful living environment.

**Utility Reimbursement also known as Utility Assistance Payment (UAP):**

The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit. An Utility Reimbursement is not paid for a Public Housing family that is paying Flat Rent.

**VAWA:** Violence Against Women Act.

**Very Low-Income Family:**

A Lower Income family whose Annual Income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for the area on the

basis of its finding that such variations are necessary because of unusually high or low family incomes.

**Veteran:**

A person who meets the definition of a veteran according to California Military and Veterans Code Section 980

<http://www.leginfo.ca.gov/cgi-bin/displaycode?section=mvc&group=00001-01000&file=980-980.5>

**Waiting List:**

A list of families organized according to HUD regulations and HA policy who are waiting for subsidy/unit to become available.

**Welfare Assistance:**

Welfare or other payments to families or individuals, based on need, that are made under programs funded, separately or jointly, by Federal, State, or local Governments.

**Working Family:**

A family in which the head of household or spouse/co-head is employed and is working an average of at least 32 hours per week at California minimum wage or higher, or receiving State Disability, Unemployment or Workman's Compensation in lieu of earnings provided that the person was employed and working at least 32 hours per week at California minimum wage prior to receiving State Disability, Unemployment or Workman's Compensation. Employment hours for the head of household and/or spouse/co-head may be combined to equal at least 32 hours per week at California minimum wage or higher.

## **SECTION II. ADMISSION POLICIES - CONDITIONS GOVERNING ELIGIBILITY**

### **A. Eligibility for Admission**

For admission to HUD aided public housing units operated by this PHA, only those applicants who meet all of the following requirements shall be eligible:

1. Who qualify as a family, as defined in Section I. (A.) hereof.
2. Who are citizens or who are non-citizens with eligible immigration status as described in Title 24 of the Code of Federal Regulations, Part 5. A family that has some ineligible members but at least one member with eligible immigration status may be eligible for prorated assistance.
3. Whose Annual Income, as defined in Section I.(U) hereof, does not exceed the applicable income limits for admission (Low or Very Low Income, whichever is applicable) approved by the Department of Housing and Urban Development.
4. Whose credit report, previous housing record and rent paying habits are satisfactory.
5. Who would not be a detriment to the health, safety, or welfare of his neighbors or the community in which they live.
6. Whose expected behavior would not have an adverse influence upon sound family and community life.
7. Who would not be a source of danger to the peaceful occupancy by the other tenants or cause damage to the premises or property of the Authority.
8. Who conform to the Occupancy Standards for admission set forth in Section II. E hereof.
9. For the purpose of increasing security for the residents of public housing, the PHA may allow police officers to reside in public housing. Police Officer is defined as “a person who, during the time of residence in that public housing is employed on a full-time basis as a duly licensed, professional police officer by a Federal, State or local government or by any agency of these governments.” Police officers will be offered units based on the Flat Rent schedule for that project and will be exempted from qualifying under the Income Limits. An outreach to local police agencies may be made to encourage occupancy in public housing units. **24CFR 960 Subpart E, 505 (a)(b)**

In order to determine the applicant’s suitability as a tenant, the HA will run credit checks with the applicant’s written release. The applicant’s criminal history will be checked. The State listing of Registered Sex Offenders will also be checked and any applicant or family member found on that list will be denied.

## **B. Selection of Tenants**

### **Governing Conditions**

- a. Our Public Housing and Bond Programs operate in compliance with State and Federal Fair Housing Guidelines. We do not discriminate on the basis of race, color, religion, sex, national origin, familial status, disability, age, marital status, ancestry, source of income, or sexual orientation. The following screening criteria applies to all applicants.
  
- b. In selecting tenants from among eligible applicant families of the size and composition appropriate to available dwelling units, the Authority will take into consideration the needs of individual families for public housing and the statutory purpose in developing and operating a socially and financially sound public housing project, which provides a decent home and a suitable living environment and fosters economic and social diversity in the tenant body as a whole. Selection will be in such a manner as:
  - (1) To avoid concentrations of the most economically and socially deprived families in one or all of the project(s) operated by the PHA.
  - (2) To preclude admission of applicants whose habits and practices may reasonably be expected to have a detrimental effect on the tenants or the project environment.
  - (3) To maintain a tenant body in each project composed of families with a broad range of incomes and rent-paying ability which is generally representative of the range of incomes of very low income families in the PHA's area of operation as defined by state law.
  - (4) To comply with the targeting requirement set forth in 24 CFR 960.202 (b) as follows:

*Targeting admissions to extremely low income families— (1) Targeting requirement.*

    - (i) Not less than 40 percent of the families admitted to a PHA's public housing program during the PHA fiscal year from the PHA waiting list shall be extremely low income families. This is called the "basic targeting requirement." (ii) To the extent provided in paragraph (b)(2) of this section, admission of extremely low income families to the PHA's Housing Choice Voucher Program (Section 8) during the same PHA fiscal year is credited against the basic targeting requirement. (iii) A PHA must comply with both the targeting requirement found in this part and the deconcentration requirements found in part 903 of this chapter.

**(2) Credit for admissions to PHA voucher program.** (i) If admissions of extremely low income families to the PHA's voucher program during a PHA fiscal year exceeds the 75 percent minimum targeting requirement for the PHA's voucher program (see 24 CFR 982.201(b)(2)), such excess shall be credited (subject to the limitations in paragraph (b)(2)(ii) of this section) against the PHA's basic targeting requirement for the same fiscal year. (ii) The fiscal year credit for voucher program admissions that exceed the minimum voucher program targeting requirement shall not exceed the lower of: (A) Ten percent of public housing waiting list admissions during the PHA fiscal year; (B) Ten percent of waiting list admission to the PHA's Housing Choice Voucher Program (Section 8) tenant based assistance program during the PHA fiscal year; or (C) The number of qualifying low income families who commence occupancy during the fiscal year of PHA public housing units located in census tracts with a poverty rate of 30 percent or more. For this purpose, qualifying low income family means a low income family other than an extremely low income family. **(24 CFR 960.202)**

## Documentation

In addition to our program application and necessary documentation, applicants need to provide the following items:

- Valid Driver's License or State Identification Card, Passport, or other form of photo ID
- All applicants and participants are required to disclose a social security number. PHAs will not need to re-verify previously disclosed valid SSNs. PHAs may rely on documentation of the SSN provided by another government agency (federal or state). For the inclusion of household members at least 6 years of age or under the age of 6 who **has an assigned SSN**, the applicant must disclose the SSN and provide documentation of the SSN to the PHA at the time of request to add or include the household member, during interim and/or annual re-examination. The new household member **cannot** be added to the family composition until the family has complied with SSN disclosure and verification requirements. Those without eligible immigration status are required to sign a declaration indicating their immigration status. Addition of new household members under the age of 6 **and who do not have an assigned SSN**, can be included as household members and are entitled to benefits. In this case, the Head of Household is given ninety (90) days to provide documentation of the SSN. Extensions may be given due to unforeseen circumstances.
- Verification of all sources of income

Public Housing applicants will also have to provide:

- Fully completed Eligibility Questionnaire
- Birth Certificates or other proof of birth for all family members who will be residing in the unit

All information provided must be true and complete. All application materials must be signed by all household members aged 18 years or older.

## Criminal History

The Housing Authority has a Zero Tolerance Policy for criminal activity. Criminal checks are run for every family member aged 18 years or older. Applications will be denied for either drug-related criminal activity or violent criminal activity or any other criminal activity that could prove to be detrimental to the health and safety or right to peaceful enjoyment of the other residents. Persons convicted of offenses that require a lifetime registration as a sex offender are prohibited from participation in any housing assistance programs administered by the Housing Authority in accordance with Federal Regulations. Housing Authority policy and Code of Federal Regulations states that there does not need to be a conviction, just a preponderance of evidence. (24 CFR 5.861)

- Persons evicted from Public Housing, Indian Housing, Section 23 or any Housing Choice Voucher Program (Section 8) because of drug-related criminal activity are ineligible for admission for a three year period following the date of such eviction unless the person involved in the drug activity is no longer a member of the family, or has successfully completed a rehabilitation program approved by the PHA and meets the exception policy. [24 CFR 5.854 (a), 24 CFR 960.204(a)]

- Any person who was convicted of manufacturing or producing methamphetamine on the premises of an assisted housing project will be permanently denied admission to public Housing. [24 CFR 204 (a)(3)]
- Any person subject to a lifetime registration requirement under a State sex offenders' registration program will be denied. (24 CFR 5.856, 24 CFR 960.204 (a) (4))
- Criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that domestic violence, dating violence, sexual assault, or stalking provided the victim takes the necessary steps to protect themselves, members of their household and other residents from the perpetrator(s) of the criminal activity discussed in this bulleted item. Necessary steps may include (but is not limited to) police contact, a restraining order (temporary and permanent) with a move-out order. Note: The move-out order portion of the restraining order is not required if the perpetrator was not residing in the unit.

### **Credit History**

Credit checks are conducted to determine the applicant's history of meeting financial obligations and the monetary commitments that are outstanding which may affect eligibility or ability to pay under a rental agreement.

Applicants who owe any PHA money will be denied admission unless the debt is paid in full. The PHA may, at its discretion, enter into a repayment agreement with an applicant.

Applicants who have been evicted and/or have civil judgments for unpaid rent/damages will be denied. An exception may be made at the discretion of the PHA for evictions over 5 (five) years old (at the time of processing) provided that the debt was paid in full (subject to verification) and the most recent 5 (five) years rental history is satisfactory and verifiable and the family meets all other requirements.

Applicants will not be denied housing assistance if the home they resided in where they were either sole or part owner of has been foreclosed upon, provided they meet all other requirements.

Ideally, applicants will have no more than 30% of their accounts delinquent or other negative status (collection accounts, profit and loss write offs, etc.). For applicants who do not meet the 30% criteria, the following guidelines will be used: There may not be more than eight (8) negative accounts within the most recent three years (3), and no more than one of those may be unpaid utility accounts (gas, electric, water, trash or sewer). Documented cases of negative credit caused by a job loss/closure within the last year (from the date of processing) will be considered with satisfactory verifications as determined by the PHA.

Applicants with no credit history at all may be considered.

In evaluating credit, medical accounts and student loan accounts will not be included.

To allow for the establishment of positive credit, in cases where it is clear that the applicant has in the most recent two years established positive credit, and all negative accounts are older than

two years, the most recent history will be given the greater weight.

In cases of joint credit, where proof can be shown that the debt was assigned by the court to the other party, it will not be considered negative.

Reasonable accommodations for persons with disabilities will be considered, if requested, to determine whether there is a nexus to the disability and unsatisfactory credit items provided the applicant meets the rental history requirements contained in this applicant screening criteria section.

### **Rental History**

Applicants must, to the best of their ability, supply a complete rental history for the past 5 years. Gaps in rental history must be explained. Landlord references will be checked for the full 5 years whenever possible. Listed addresses and landlord information may be cross-checked by other means.

Applicants will be denied for negative rental history such as: evictions, damage to property, lease violations including disturbances, failure to pay on time, unauthorized occupants, subletting the unit, etc.

An exception may be made at the discretion of the PHA for evictions over 5 (five) years old (at the time of processing) provided that the debt was paid in full (subject to verification) and the most recent 5 (five) years rental history is satisfactory and verifiable and the family meets all other requirements.

Applicants will not be denied housing assistance if the home they resided in, where they were either sole or part owner of, has been foreclosed upon, provided they meet all other requirements.

### **Fraud**

Applicants that have committed fraud, intentionally deceiving any housing authority or other federally assisted housing program, will be prohibited from participating in the program.

### **Denials**

Any applicant denied will be notified in writing of the reasons for the determination. All applicants who are denied for any of the reasons stated above have the right to request an Informal Review to dispute the reasons for denial. Requests for Informal Reviews must be in writing, and must be received by the Housing Authority within 10 days of the date on the denial letter. Applicants will be given the opportunity to submit documentation to be considered.

The PHA shall promptly notify an applicant determined to be ineligible for admission of the basis therefore and to provide the applicant, upon request, within a reasonable time after the determination is made, with an opportunity for an Informal Review on such determination; and to promptly notify an applicant determined to be eligible of the approximate date he can be housed, insofar as that date can be reasonably determined.

### **Preferences**

The HA has implemented the following preferences for selecting names from the waiting list. In accordance with California State Law, at each level of preference, veterans and/or active duty servicemen and their spouse or widow/er will have priority. In accordance with Federal Regulations, in each category below, from the families that meet all preferences, the Housing

Authority will release families to result in a successful occupancy. At the discretion of the Housing Authority, a selection may be made from registrants meeting the extraordinary local preference.

### **Extraordinary Local Preference**

Up to a total of 15% of annual admissions will be targeted for an extraordinary local preference for the following registrants: Referrals by the Court Program (A program run by Riverside County Family and Dependency Drug Courts); and registrants displaced by government action or emergency as certified by a city, county or state agency official, etc. (executive level or above). The approval of the Director or designee is necessary for an extraordinary local preference. These admissions must meet the County of Riverside Residency Preference except for those who are displaced by government action. **CFR 960.206 (a)(1)(2).**

### **FIRST LEVEL**

- 1) County of Riverside Residency Preference, **and**
- 2) Qualified veterans, **or**
- 3) Families whose head of household or co-head is 75 years of age and older, **or**
- 4) **Homeless** Foster care youth, ages 18 to 22,<sup>4</sup> who have aged out of foster care, **or**
- 5) Families **or Foster Care Youth** referred to the HA by the Riverside County Public Child Welfare Agency (PCWA) for admission through the Family Unification Program (HUD designated special purpose vouchers), **or**
- 6) Participants who have utilized a special rental assistance program for a 3 year term and no longer require supportive services, **or**
- 7) **Homeless families with children residing in shelters.**

### **Second Level**

- 1) County of Riverside Residency Preference, including homeless, and
- 2) Non-Rent Burdened or not homeless and
- 3) Working Families with dependent minor children, or Elderly families or Disabled families

### **Third Level**

- 1) County of Riverside Residency Preference, including homeless, and
- 2) Rent Burdened or homeless and
- 3) Non-Working families with dependent or minor children, or Non-Elderly families or Non-Disabled families

### **Fourth Level**

- 1) County of Riverside Residency Preference, including homeless, and
- 2) Non-Rent Burdened or not homeless and
- 3) Working families without dependent minor children, and Non-working families without dependent minor children.

Within the preference groups set forth above, when two or more applicants each need the same size and type of unit (based on the PHA's occupancy standards) and each having the same selection preferences or preferences of equal weight and the income range desired to maintain a broad cross-section being the same, date of application, and date of deposit submitted, will be the determinant.

Within the preference groups set forth above, to be considered a family with children, an adult household member must have legal custody or guardianship of the minor. Legal custody is



determined by considering marriage, birth, adoption or court and government agency awarded custody.

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### **C. Income Limits**

The Income Limits for admission to the public housing project(s) are those published by the Department of Housing and Urban Development in the Code of Federal Regulations (see Exhibit A).

### **D. Family Choice in Rents**

#### **Authority for Family to Select**

Each family residing in a public housing unit will elect annually whether the rent paid by such family shall be determined by the flat rent rate or income-based rent. This choice will be offered at initial lease up and annually at the time of the annual reexamination or annual flat rent update. The PHA has established a minimum rent of \$50.

#### **Flat Rents**

The PHA has established, for each dwelling unit in public housing, a flat rental amount for the dwelling unit, which:

2. Is based on the rental value of the unit, as determined by the PHA; and
3. Is designed so that the rent structures do not create a disincentive for continued residency in public housing by families who are attempting to become economically self-sufficient through employment or who have attained a level of self-sufficiency through their own efforts and
4. Does not include a utility allowance.

The PHA shall review the income of families paying flat rent not less than once every 3 years.

#### **Income-Based Rents**

The monthly Total Tenant Payment amount for a family with no ineligible non-citizens shall be an amount, as verified by the HA, that does not exceed the greatest of the following amounts:

- 30 percent of the family's monthly adjusted income or
- 10 percent of the family's monthly income
- \$50.00 minimum rent

There is a minimum rent of \$50 for public housing participants. The amount of rent is determined by the family's income according to the regulations or if the family has so selected, based on the flat rent.

#### **Switching Rent Determination Methods Because Of Hardship Circumstances:**

In the case of a family that has elected to pay the PHA's flat rent, the PHA shall immediately provide for the family to pay rent in the amount determined under income-based rent, during (1) situations in which the income of the family has decreased because of changed circumstances, loss of or reduction of employment, death in the family, and reduction in or loss of income of other assistance; (2) an increase in the family's expenses for medical costs, child care, transportation, education, or similar items; and such other situations as may be determined by the PHA. The rental policy developed by the PHA encourages and rewards employment and self-sufficiency. The family may not switch more than once during the year. Once a family has requested, and been granted, a change in the form of rent (flat rent or income-based rent), that

family will not be allowed to change the form of rent again until their next regularly scheduled re-examination.

Flat rents are structured like market rents. The family may only select flat rent at initial lease up or once annually at their regularly scheduled re-examination. The following rents are the base rent without regard to utility allowances. To get the gross rent the appropriate bedroom size utility allowance would be added to the flat rent figures.

### **Minimum Rent:**

The PHA has established a Minimum Rent of \$50 monthly. Families will be required to pay minimum rent unless they request an exemption because of financial hardship. Financial hardship includes these situations:

- (i) When the family has lost eligibility for or is awaiting an eligibility determination for a federal, State, or local assistance program, including a family that includes a member who is a non-citizen lawfully admitted for permanent residence under the Immigration and Nationality Act who would be entitled to public benefits but for title IV of the Personal Responsibility and Work Opportunity Act of 1996;
- (ii) When the family would be evicted because it is unable to pay the minimum rent;
- (iii) When the income of the family has decreased because of changed circumstances, including loss of employment;
- (iv) When a death of a household member (member of assisted unit) has occurred in the family; and
- (v) Other circumstances determined by the PHA or HUD.

### ***What happens if family requests a hardship exemption?***

- (A) If a family requests a financial hardship exemption, the PHA must suspend the minimum rent requirement beginning the month following the family's request for a hardship exemption and continuing until the PHA determines whether there is a qualifying financial hardship, and whether such hardship is temporary or long term.
- (B) The PHA must promptly determine whether a qualifying hardship exists and whether it is temporary or long term.
- (C) The PHA may not evict the family for nonpayment of minimum rent during the 90-day period beginning the month following the family's request for a hardship exemption.
- (D) If the PHA determines that a qualifying financial hardship is temporary, the PHA must reinstate the minimum rent from the beginning of the suspension of the minimum rent. The PHA must offer the family a reasonable repayment agreement, on terms and conditions established by the PHA, for the amount of back minimum rent owed by the family.

If the PHA determines there is no qualifying financial hardship exemption, the PHA must reinstate the minimum rent, including back rent owed from the beginning of the suspension. The family must pay the back rent on terms and conditions established by the PHA.

If the PHA determines a qualifying financial hardship is long term, the PHA must exempt the family from the minimum rent requirements so long as such hardship continues. Such exemption shall apply from the beginning of the month following the family's request for a hardship exemption until the end of the qualifying financial hardship.

The financial hardship exemption only applies to payment of the minimum rent (as determined pursuant to Sec. 5.628(a)(4) and Sec. 5.630), and not to the other elements used to calculate the total tenant payment (as determined pursuant to Sec. 5.628(a)(1), (a)(2) and (a)(3)).

### **Security Deposit:**

The tenant will be charged a deposit on the unit that is appropriate based on the Flat Rental Value of the Unit as determined by the PHA. The standard security deposit is equal to one month's Flat Rent as determined by the PHA and included in Statement of Policies listed according to location and bedroom size plus any addition to the security deposit of any pet deposit, waterbed deposit and/or gate card as applicable as determined by the PHA (Refer to Section II. Admission Policies – Conditions Governing Eligibility; item E. West County Flat Rents and item F. East County Flat Rents). The deposit on the vacated unit will be either refunded or accounted for according to California State law within 21 days of the family's vacating the unit. (Note: The amount of the required security deposit is less than required by state law. Based on the unit flat rent amount, the security deposit must not exceed two times the rent for an unfurnished apartment or three times the rent for a furnished apartment). The required security deposit amount as outlined above applies to all new residents and transfers of active residents effective 07/01/2012.

When a family moves out of the leased unit, the HA, subject to state and local law, may use the Security Deposit as reimbursement for any unpaid rent, damages to the unit, costs to clean the unit, costs to repair or replace personal property or other amounts that the Tenant owes under the law and in accordance with the Lease Agreement. The HA will give the Tenant a list of all items charged against the security deposit and the amount of each item within twenty-one (21) days of the vacancy. The Tenant is liable for any costs beyond the Security Deposit amount. Upon one or more household members vacating the unit (but not all household members) the full security deposit will be forfeited by the vacating members and will remain on file with the PHA until such a time that all household members vacate the unit. At that time the Security Deposit will be accounted for in accordance with state law as stated above.

**E. West County Flat Rents**

AMP SITE	Prev. Project Number	Community	Bedroom Size	Flat Rate
211	C006/C012	34th Street	2 bedroom	\$900
212	C007	Jackson Street	1 bedroom 2 bedroom	\$850 \$1000
213	C016/C020	Gloria Street	1 bedroom 2 bedroom 3 bedroom 4 bedroom	\$850 \$975 \$1075 \$1175
	C018	Dracaea Street	2 bedroom	\$950
214	C019/C022	Fort Drive	1 bedroom 2 bedroom 3 bedroom	\$700 \$800 \$900
	C022	Highland	2 bedroom	\$800
	C019	Sherman	3 bedroom 4 bedroom	\$1250 \$1400
221	C011/C014	Broadway Street	2 bedroom	\$900
	C013	Fairview Street	2 bedroom	\$850
222	C021	Midway Street	1 bedroom 2 bedroom 3 bedroom	\$750 \$900 \$950
223	C015	Idyllwild Street	2 bedroom	\$800

**F. East County Flat Rents**

AMP SITE	Prev. Project Number	Community	Bedroom Size	Flat Rate
224	C001	Beaumont	3 bedroom 4 bedroom	\$750 \$800
225	C008	Banning	2 bedroom	\$800
231	C018	Desert Hot Springs	2 bedroom 3 bedroom	\$750 \$800
232	C010	Cathedral City	2 bedrooms	\$850
233	C041	Indio	2 bedrooms 3 bedrooms 4 bedrooms	\$850 \$900 \$1000
234	C009/C017 C031	Thermal I Thermal II	2 bedrooms 3 bedroom 4 bedroom 5 bedroom	\$750 \$800 \$875 \$950
235	C027	Mecca	3 bedroom 4 bedroom 5 bedroom	\$725 \$800 \$875

### **G. Occupancy Standards**

Occupancy Standards must provide for the smallest number of bedrooms needed to house a family without overcrowding. To avoid overcrowding and prevent waste of space, dwellings are to be leased in accordance with the occupancy standards set forth below. In the event, however, should there be dwellings which cannot be filled with families of appropriate size, after all possible efforts have been made to stimulate applications (see Exhibit B), eligible families of the most nearly appropriate size will be assigned them, with the understanding that the families will be transferred to units of the proper size should families of appropriate size require the unit. However, at no time will the *initial* assignment of a unit exceed 2 people per bedroom plus 1 for a living/sleeping area, nor less than one person per bedroom. Only one bedroom will be assigned to the head of household and spouse/co-head or partner. Reasonable accommodation requests will be considered for persons with disabilities. Housing assistance limitations for single persons (1 person households): A single person who is not elderly or displaced person or a person with disabilities or the remaining member of a resident family may not be provided a housing unit with two or more bedrooms. (24 CFR 960.206 6(d))

A remaining member of a resident family will be required to transfer to a unit of suitable size in accordance with the Occupancy Standards and Transfer policy under the lease.

<b>Number of Bedrooms</b>	<b>Number of Persons</b>	
	<b>Minimum</b>	<b>Maximum</b>
1	1	2 (includes head of household and spouse/cohead)
2	2	5
3	4	7
4	5	9
5	6	11

Every family member, regardless of age, is to be counted as a person. For the purpose of occupancy, an unborn child is counted as a person. Foster children/adults are not counted for purposes of determining bedroom size in public housing. Foster children/adults are not considered a family member and may not be authorized to be added if it causes an overcrowding of the unit.

A family will not be granted an increase in bedroom size in order to accommodate adding additional people to the household, other than those added by marriage, birth, adoption or court-awarded custody. A minor may only be added to the household if an adult household member has legal custody or guardianship of the minor. Legal custody is determined by considering marriage, birth, adoption or court and government agency awarded custody. A nucleus family member moving back into the home as an adult will not increase the bedroom size. If a member returns as an adult and brings additional non-nucleus members with them, the authorized bedroom size does not increase. Requests to add additional household members will be approved or denied after taking into consideration whether the addition of such people will cause over-crowding of the unit, and in the case of an adult member, whether the person meets all applicant screening criteria.

For authorized increases in family size, at no time will the number of persons in the unit exceed two (2) persons per bedroom plus two (2) persons per living/sleeping area.

## **H. Transfers**

When it is found that the size of the dwelling is no longer suitable for the family in accordance with these standards or the PHA otherwise needs to utilize the unit for business purposes, the family will be required to move as soon as a dwelling of appropriate size becomes available. For authorized increases in family size, at no time will the number of persons in the unit exceed two (2) persons per bedroom plus two (2) persons per living/sleeping area. To the maximum extent possible, needed transfers will take precedence over new admissions. Transfers will not be limited to the project in which the family lives. A family who is required to transfer will be offered the next available unit that the PHA determines will meet the needs of the request. If the family chooses not to lease that unit, the PHA obligation to transfer the family will be considered met and the family may be given a 30 day notice to vacate.

Transfers for reasons other than regulated by the PHA will be considered based on medical reasons only.

All transfers requests must be in writing and may require verifications deemed necessary by the PHA. A request for transfer may be denied based on tenant history including but not limited to poor paying habits, care of dwelling, care of property, violations of the Lease, etc. A waiting list will be established using the above priorities as the primary determining factor and the date of request as the secondary factor.

The tenant will be charged a deposit on the new unit that is appropriate based on the Flat Rental Value of the Unit as determined by the PHA. The standard security deposit is equal to one month's Flat Rent as determined by the PHA and included in Statement of Policies listed according to location and bedroom size (Refer to Section II. Admission Policies – Conditions Governing Eligibility; item E. West County Flat Rents and item F. East County Flat Rents). The deposit on the vacated unit will be either refunded or accounted for according to California State law within 21 days of the family's vacating the unit.

Transfers of non-handicapped tenants living in a unit specifically designed for a handicapped person will be required when there is a handicapped family qualified to be placed and there is an available unit meeting the needs of the non-handicapped family. Tenants will be given a \$50 rent credit the month they move to assist with the costs of transferring units.

The Housing Authority allows two (2) working days (48 hours) for the tenant to turn in the keys and release possession of the old unit to the Housing Authority or the Resident Services Assistant from the date the lease is signed or keys received for the new unit. Paragraph 8 (q) of the lease agreement states that the tenant shall "Not receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of this lease." The tenant is responsible to pay rent on the old unit until keys are turned in. If the tenant does not turn in the keys or release possession of the old unit within 48 hours, the tenant is responsible to pay the daily Market Rate based on the Flat Rent Amount for the old unit based on Site and bedroom size of old unit. The tenant cannot receive subsidy for two units and because the lease was signed and the tenant issued keys for the new unit, the new unit is subsidized as of the date the lease was signed or keys received. The HA may also require at least thirty (30) days advance notice of the transfer request and the participant may be required to pay rent through the expiration date of thirty day notice period as required by the lease agreement.

## **I. Rent, Utility Reimbursement**

The amount of rent payable by the tenant to the PHA shall be the Tenant Rent, as defined in and calculated in accordance with Section I.(J) of these policies. Where applicable, the Utility Reimbursement (as defined in Section I.(M) of this document) will be paid to the tenant by the PHA. If the utility company consents, a PHA may pay the Utility Reimbursement jointly to the family and the utility company or directly to the utility company. If the family chooses to pay a Flat Rent, the PHA does not pay any utility reimbursement.

## **J. Leasing of Dwelling Units**

A Lease Agreement is to be entered into between this PHA and each of its tenant families. The Lease Agreement is to be kept current at all times and is to reflect the rent being charged at time of signing, the unit occupied, the effective date of the lease, and the conditions governing occupancy.

### **1. Execution of Lease Agreement**

- a. The family member who is determined to be the actual head of the household of the Family, accepted as a tenant, is required to execute a Dwelling Lease, in duplicate, prior to actual admission. The copy is to be given to the Lessee and the original is to be filed in the permanent record folder established for the Family. The Lease shall contain the names of all members of the household who will reside in the unit. All family members 18 years of age and older (at the time of initial leasing or upon attaining that age) shall be required to sign the lease.
- b. If a tenant Family transfers to a different housing unit operated by this Authority, the existing Lease is to be canceled and a new Lease for the dwelling into which the Family is to move must be executed by the head of the household and all other household members 18 years of age and older.
- c. If, through any cause, the signer of the Dwelling Lease ceases to be a member of the tenant family, the Lease is to be voided and a new Dwelling Lease may be executed and signed by a new qualified head of the household, provided the family is eligible for continued occupancy.
- d. If at any time during the life of the Lease Agreement any other change in the tenant's status results in the need to change or amend any provision of the Lease, or if this PHA desires to waive any provision with respect to the tenant:
  - (1) The existing Lease is to be canceled and a new Lease executed, or
  - (2) An appropriate Rider is to be prepared and executed and made a part of the existing Lease.

(Notification to tenants regarding proposed changes will be in accordance with Federal Regulations governing same.)

2. Residents will be given a Briefing Packet at the time of initial lease up. This packet will contain information on maintenance procedures, unit care and housekeeping, utility services and information pertinent to the particular site they will be living at. In addition, all new residents may be required to watch a short video on housekeeping standards and sign an agreement to maintain their unit according to those standards.



3. Cancellation of the Lease Agreement

Cancellation of a tenant's Lease is to be in accordance with the provisions of the tenant lease form.

**SECTION III. CONTINUED OCCUPANCY POLICIES**

**A. Eligibility for Continued Occupancy**

To be eligible for Continued Occupancy in the HUD-aided Public Housing Projects operated by this PHA only those occupants:

1. Who qualify as a family (see Section I.(A.) except that an adult person or persons remaining as members of a family may be permitted to remain in occupancy (if a signatory to the lease); if the person or persons are named on the lease but did not sign it, then the PHA will determine if the person or persons are suitable as tenants having the ability to uphold a lease, if so, a new lease will be entered.
2. Who conform to the Occupancy Standards established in Section II. (E.), hereof;
3. Who are able abide by the terms of their lease. When there is no member of the family living in the apartment who can provide the needed care, a PHA representative will determine the state of competency. A conference may be held with the PHA representative, Department of Family and Children Services caseworker and a representative of the Health Department, or a doctor, to try to resolve the problem.

**B. Re-examination of Eligibility and Adjustment of Rent**

1. Annual Re-examination: To assure tenancy in the project is restricted to families meeting the eligibility requirements for Continued Occupancy set forth in Section III and that such families are charged appropriate rents, the eligibility status and the Income for all tenants is to be re-examined at least annually.

After the tenant's eligibility status and income have been determined, such action as may be necessary (see Paragraph 4.) is to be taken.

2. Interim Re-examinations: The HA will process the change if the decrease or increase in income is \$100.00 monthly or more and anticipated to continue for sixty (60) or more days. Any *decreases* in the family's income of at least \$100.00 monthly and anticipated to continue for sixty (60) or more days or any changes in the family's composition that are reported that will decrease the family's rent, the PHA will make the change effective the first of the next month, providing verification of the change has been received. If any changes that are reported will *increase* the family's rent, the PHA will give at least a 30 day notice before the increase takes effect. Increases in income will be processed if there is an increase of at least \$100.00 per month in the family's income, or if the change is for families eligible for, or currently receiving, earned income disallowance. Participants must report all changes in income, assets, and family household composition in writing within 10 days of occurrence. The participant will be required to repay the HA for any underpayment of rent caused by the unreported income, income that was not reported timely or an administrative error caused by HA personnel.

3. Income changes from welfare program

Families will not have their rents reduced (to the extent that the decrease in income is a result of the benefit reduction) if welfare or public assistance is reduced due to:

- Fraud; or
- Any failure of any member of the family to comply with conditions under the assistance program requiring participation in an economic self-sufficiency program; or
- Any failure of any member of the family to comply with conditions under the assistance program imposing a work activities requirement.

This section is not applicable for reduction in benefits as a result of:

- The expiration of a lifetime time limit; or
- Where the family has complied with welfare program requirements but is unable to obtain employment.

4. Action Required Following Re-examination: Immediately following each tenant's reexamination, he/she is to be informed in writing concerning:

- a. Any change to be made in the rent or size of dwelling occupied;
- b. Increases in rent are to be made only after all facts have been verified and, in no case, without at least 30 days notification to the tenant.
- c. Decreases in rent are to be made effective the first of the month following that in which the change in family circumstance is reported (provided verification has been received) and the decrease complies with Section III (B)(4) of this section.

5. Misrepresentations: If the re-examination discloses that families, at the time of admission or at any other previous determination of income and rent, made misrepresentations which resulted in their being classified as eligible when, in fact, they were ineligible, they are to be required to vacate even though they may currently be eligible. Also, if at the time of re-examination it is found that the tenants' misrepresentations have resulted in their paying a lower rent than they should have paid, they are to be required to pay the difference between the rent paid and what should have been paid and in justifiable cases, the PHA may take such other action as it deems advisable.

6. Zero Income Families:

Families reporting less than \$100 in gross monthly household income will be asked how the family pays for necessary living expenses and the family will be required to complete, sign and date the Certification of Income Form. Such families will be required to provide documentation to the HA every 30 days until such time that the family has no Utility Reimbursement Payment (URP). Families with \$100 or less in gross monthly income will be re-evaluated every 30 days to determine if there are any new sources of income. Failure to provide required information may cause for termination of rental assistance. HUD excluded income that is designated for a specific purpose (i.e. food stamps, etc.), does not count toward the calculation of gross income.

## **SECTION IV. ADMISSION PROCEDURE**

### **A. Determination of Eligibility for Admission, Establishing an Application Pool and Receipt of Applications**

1. This section sets forth the basic steps which are to be taken in obtaining and verifying information from applicant families for the purpose of:
  - a. Determining whether they meet the conditions of eligibility for admission set forth in Section II. (A.);
  - b. Applying the preference requirements established in Section II. (B.);
  - c. Determining the rent to be charged in accordance with Section II. (D.);
  - d. Determining the size of the dwelling required in accordance with Section II. (E.)
2. Establishing the application pool, method of filing applications, and selection of tenants shall be as set forth in the PHA's adopted Tenant Selection and Assignment Plan, attached as Exhibit "B" of this document.
3. Tenants will be selected from among applicants eligible for dwellings of given sizes in such a manner as to avoid concentration of families according to income levels. In determining whether a family is eligible for admission or Continued Occupancy, the PHA shall consider information such as:
  - a. An applicant's past performance in meeting financial obligations, especially rent;
  - b. A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences which may adversely affect the health, safety or welfare of other tenants;
  - c. Criminal activity involving crimes of physical violence to persons or property and other criminal acts which would adversely affect the health, safety or welfare of other tenants;
  - d. Drug-related criminal activity, especially the manufacture, sales or distribution of controlled substances;
  - e. Other criminal activity, which may threaten the health or safety, or right to peaceful enjoyment of the premises by other residents or persons residing the immediate vicinity;
  - f. Other criminal activity, which may threaten the health or safety of the owner, property management staff, or persons performing a contract administration function or responsibility on behalf of the PHA (including a PHA employee or a PHA contractor, subcontractor or agent).
  - g. A family involved in drug-related criminal activity or violent criminal activity or any criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents or others in the immediate vicinity in any housing program administered by the Housing Authority will be denied or terminated from the program in accordance with the County of Riverside's Zero Tolerance Policy adopted on June 4, 1996 and most recently adopted as amended on April 15, 2008.
  - h. Persons convicted of sex offenses that require a lifetime registration as a sex offender are prohibited from participation in any housing assistance programs administered by the Housing Authority in accordance with Federal Regulations.

In the event unfavorable information is obtained relative to the family, consideration shall be given to the time, nature and extent of the applicant's conduct and to factors which might indicate a reasonable probability of favorable future conduct or financial prospects such as:

- i. Evidence of rehabilitation.
  - ii. Evidence of the applicant family's participation in or willingness to participate in social service or other appropriate counseling service programs and the availability of such programs.
  - iii. Evidence of applicant family's willingness to attempt to increase family income and the availability of training or employment programs in the locality.
4. The pre-application constitutes the basic record of each family applying for admission. Each family will be required to supply information as called for on the pre-application for admission and to sign the pre-application attesting to the accuracy of the data provided.

If during the application interview, or at any time in the future, it appears that the applicant is definitely not eligible, the applicant is to be informed of the basis for such determination and shall be provided an opportunity for an Informal Review. In such instances, sufficient information is to be entered on the pre-application form or HA data base to record the reason for the ineligibility.

The family Head, and other such family members as the PHA shall designate, shall execute HUD approved release and consent form authorizing any depository or private source of income or any Federal, State, or local agency to furnish or release to the PHA and to HUD such information determined to be necessary.

If, after verification of application data, it is determined that the applicant is eligible, he shall be notified of the approximate date he may be housed, insofar as that date can be reasonably determined. The family will be required to submit a holding deposit equal to \$260.00 or one month's rent, whichever is higher. At its discretion, the PHA may allow a short-term payment arrangement regarding the deposit on a case by case basis. The actual Security Deposit amount required is equal to the flat rate of the unit as incorporated within this Statement of Policies.

All entries, when possible, are to be made in ink, indelible pencil, or typed in. Corrections or changes are to be made by lining through the original entry and entering the correct data. Such changes are to be dated and initialed by the person recording the change and the reason and authority for such change noted in the record.

5. To assure that the data upon which determination of eligibility, preference status, citizenship or immigration status, rent to be paid, and size of dwelling required are to be based are full, true and complete, the information submitted by each applicant is to be verified. Verifications will be obtained according to HUD hierarchy methods set forth in Section IV herein. Complete and accurate verification records are to be maintained.

6. Information relative to acceptance or rejection of an applicant shall be documented and placed in the applicant's file. Verification data is to be reviewed and evaluated as received for completeness, accuracy, and conclusiveness.

Where the information received is not adequate in all respects, follow-ups or new efforts to obtain such information are to be made and carried through to conclusion. If, during the verification process, it becomes evident that, for one or more reasons, an applicant is ineligible, the investigation is to be discontinued.

As verification of all necessary items for each application is completed, a summary of the verified information is prepared by entering all information in the PHA computer. The summary is to cover the following determinations:

- a. Eligibility of the applicant group as a family;
  - b. Eligibility of the family with respect to income limits for admission. Family Annual Income (see 24 CFR 5.609) is used both for determination of income eligibility and PHA income targeting under 24 CFR 960.202. Preference status, if any, of the family;
  - c. Size of unit to which the family is to be assigned;
  - d. Rent which the family is to pay; and
  - e. Proof that an applicant is, if claimed, elderly, disabled, or handicapped, as defined previously.
7. No applicant will be excluded from public housing solely because of the applicant's membership in a protected group.
  8. If the verified data used in determining an applicant's eligibility, preference rating, and rent to be charged is not more than 60 days old at the time an applicant is selected for admission and the applicant states that no change has occurred in his status, the data will be considered as reflecting the applicant's status at the time of admission. If data on file is over 60 days old, inquiries are to be made of the applicant, his replies recorded, and any reported changes which may affect his eligibility, preference rating, rent and the unit size are to be re-verified prior to leasing.

## **SECTION V. RE-EXAMINATION PROCEDURES**

1. Determination of Re-examination Date:  
The re-examination of all families is to be conducted at least annually from the time of admission or prior to the transfer of units. The PHA shall conduct a re-examination of Families who have selected Flat Rent not less than once every three years.
2. Re-examination Procedures:  
Data assembled at the time of re-examination is to be filed in the file set up for the family at the time of its admission. The file may be stored as an imaged or scanned form.
  - a. Receipt of Eligibility Questionnaire:  
Each tenant family is required, at the time of re-examination, to complete and sign the Eligibility Questionnaire and to provide the required information. All entries are to be made in ink, indelible pencil, or type written. Corrections or changes are to be made

by lining through the original entry and entering the correct data. Such changes are to be dated and initialed by the person recording the changed data, and the reasons for such changes are to be noted in the record. All persons 18 years of age and older are required to review the Eligibility questionnaire in its entirety, and include all requested information, and initial and sign where required. All responses must be true and complete.

- b. Verification and Documentation of Re-examination Data: To assure that the data upon which the determination of eligibility for continued occupancy, rent to be paid, and size of dwelling required are to be based is full, true, and complete, the information submitted by each applicant is to be verified. Complete and accurate verification records, as set forth in Section VI, are to be maintained in the tenant's file.
- c. Summary of Verified Data: Verification data is to be reviewed and evaluated as it is received for completeness, adequacy, and conclusiveness. Where the information received is not completely adequate in all respects, follow-ups or new efforts to obtain such information are to be made and carried through to conclusion. As verifications of all necessary items for each application are completed, a summary of the verified information is to be prepared. The summary is to cover the following determinations and the basis for such determinations:
  - (1) Eligibility of the tenant group as a family or as the remaining member of a family.
  - (2) Size of dwelling required, and
  - (3) Rent which the family is to pay.

When the verified findings are at substantial variance from the data furnished by the tenant in his Eligibility Questionnaire, the tenant is to be interviewed and an opportunity is to be given to explain the discrepancies. This can be in the form of a Pre-eviction Appointment.

Families reporting less than \$100 in gross monthly household income will be asked how the family pays for necessary living expenses and the family will be required to complete, sign and date the Certification of Income Form. Such families will be required to provide documentation to the HA every 30 days until such time that the family has no Utility Reimbursement Payment (URP). Families with \$100 or less in gross monthly income will be re-evaluated every 30 days to determine if there are any new sources of income. Failure to provide required information may be cause for termination of rental assistance. HUD excluded income that is designated for a specific purpose (i.e. food stamps, etc.), does not count toward the calculation of gross income.

## **SECTION VI. VERIFICATION PROCEDURES**

### **Introduction**

HUD regulations (24 CFR 960.259 (c)) require that the factors of eligibility and Total Tenant Payment (TTP) be verified by the HA. Applicants and program participants must furnish proof of their eligibility whenever required by the HA, and the information they provide must be true and complete. The HA's verification requirements are designed to maintain program integrity. This chapter explains the HA's procedures and standards for verification of preferences, income, combined assets exceeding five thousand dollars (\$5000.00) allowable deductions, family status, and changes in family members. The HA will ensure that proper authorization from the family is always obtained before making verification inquiries.

### **A. Release of Information**

The family will be required to sign specific authorization forms when information is needed that is not covered by the HUD form 9886, Authorization for Release of Information.

Each member requested to consent to a release of information will be provided with a copy of the appropriate forms for their review and signature.

Family refusal to cooperate with the HUD prescribed verification system will result in denial of admission or termination of assistance because it is a family obligation to supply any information requested by the PHA or HUD.

### **B. Methods of Verification**

#### **PIH Notice 2010-19 (HA) & CFR 5.233**

When PIH 2013-03, or subsequent extension notices expires, the PHA will verify information through the six methods of verification acceptable to HUD in the following order:

#### **Level Verification Technique Ranking**

- Level 6) Upfront Income Verification (UIV)-Highest** (Mandatory) using HUD's Enterprise Income Verification (EIV) system (not available for income verifications of applicants)
- Level 5) Upfront Income Verification (UIV)** using non-HUD system-**Highest** (Optional)
- Level 4) Written third Party Verification-High** (Mandatory to supplement EIV-reported income sources and when EIV has no data; Mandatory for non-EIV reported income sources; Mandatory when tenant disputes EIV reported employment and income information **and** is unable to provide acceptable documentation to support dispute)
- Level 3) Written Third Party Verification Form-Medium-Low** (Mandatory if written third party verification documents are not available or rejected by the PHA; and when the applicant or tenant is unable to provide acceptable documentation)
- Level 2) Oral Third Party Verification-Low** (Mandatory if written third party verification is not available)
- Level 1) Tenant Declaration-Low** (Use as a last resort when unable to obtain any type of third party verification)

### **Third Party Verification Techniques**

**Upfront Income Verification (UIV) (Level 6/5):** The verification of income before or during a family reexamination, through an independent source that systematically and uniformly maintains income information in computerized form for a number of individuals.

It should be noted that the EIV system is available to all PHAs as a UIV technique. PHAs are

encouraged to continue using other non-HUD UIV tools, such as The Work Number (an automated verification system) and state government databases (such as DPSS reports), to validate tenant-reported income.

\*\*For each new admission (form HUD-50058 action type 1), the PHA is required to do the following: **i.** Review the EIV Income Report to confirm/validate family-reported income within 120 days of the PIC submission date; and **ii.** Print and maintain a copy of the EIV Income Report in the tenant file; and **iii.** Resolve any income discrepancy with the family within 60 days of the EIV Income Report date.

**Written Third Party Verification (Level 4):** An original or authentic document generated by a third party source dated either within the 60-day period preceding the reexamination or PHA request date. Such documentation may be in the possession of the tenant (or applicant), and is commonly referred to as tenant-provided documents. It is the Department's position that such tenant-provided documents are written third party verification since these documents originated from a third party source. The PHA may, at its discretion, reject any tenant-provided documents and follow up directly with the source to obtain necessary verification of information.

Examples of acceptable tenant-provided documentation (generated by a third party source) include, but are not limited to: pay stubs, payroll summary report, employer notice/letter of hire/termination, SSA benefit verification letter, bank statements, child support payment stubs, welfare benefit letters and/or printouts, and unemployment monetary benefit notices. Current acceptable tenant-provided documents must be used for income and rent determinations.

For new income sources or when two pay stubs are not available, the PHA should project income based on the information from a traditional written third party verification form or the best available information.

**Written Third Party Verification Form (Level 3):** Also, known as traditional third party verification (a standardized form to collect information from a third party source). PHAs send the form directly to the third party source by mail, fax, or email.

It is the Department's position that the administrative burden and risk associated with use of the traditional third party verification form may be reduced by PHAs relying on acceptable documents that are generated by a third party, but in the possession of and provided by the tenant (or applicant). Many documents in the possession of the tenant are derived from third party sources (i.e. employers, federal, state and/or local agencies, banks, etc.).

**Oral Third Party Verification (Level 2):** Independent verification of information by contacting the individual income/expense source(s), as identified through the UIV technique or identified by the family. PHA staff should document in the tenant file, the date and time of the telephone call, the name of the person contacted and telephone number, along with the confirmed information. This verification method is commonly used in the event that the independent source does not respond to the PHA's faxed, mailed, or e- mailed request for information in a reasonable time frame, i.e., ten (10) business days.

**Non-Third Party Verification Technique Tenant Declaration (Level 1):** The tenant submits an affidavit or notarized statement of reported income and/or expenses to the PHA. This verification method should be used as a last resort when the PHA has not been successful in obtaining information via all other verification techniques. When the PHA relies on tenant



declaration, the PHA must document in the tenant file why third party verification was not available.

All original or authentic documents will be stamped (or notated) “**Viewed Original**” and retained/imaged into the family file. Original documents will be photocopied and returned to the applicant/participant if specifically requested and at PHA discretion. When documents cannot be photocopied, staff viewing the documents will annotate the file accordingly. A faxed authentic document from the source will be considered as an original document.

The HA will allow up to ten days for a family to provide a self-certification or self-declaration if other forms of verification are impossible to obtain.

### **C. Computer Matching**

In addition to EIV, the HA utilizes computer matching with the Department of Social Services (DPSS), the INS SAVE system. Other computer matching agreements with federal, state, and local government agencies will be utilized if available and cost-effective.

### **D. Items to be verified**

All eligibility factors will be verified, such as waiting list preference, income, combined assets exceeding five thousand dollars (\$5000.00), and household composition.

### **E. Verifying non-financial factors**

#### **Verification of Legal Identity**

In order to prevent program abuse, the HA will require applicants to furnish verification of legal identity for all family members.

#### **Family Relationships**

The HA will require familial relationship verification as appropriate and necessary.

#### **Verification of Permanent Absence of Adult Member**

If an adult member who was formerly a member of the household is reported permanently absent by the family, the PHA will require verification of the new address, and a notarized or certified statement signed by the individual who is permanently absent requesting to be removed from the household and lease and relinquishing any portion of his/her security deposit. If the individual is unavailable or refuses to sign the above documents, the Head of Household or remaining adult member must obtain a move out order from the court. A spouse/co-head away in the military is not considered to be absent and their income is to be included in total household income with the exception of the portion of pay that is specifically designated as hostile fire pay.

#### **Verification of Change in Family Composition**

The HA may verify changes in family composition (either reported or unreported). Third party verification procedures will be used.

#### **Verification of Disability**

Third party verification procedures will be used to document permanent disability status.

#### **Verification of Citizenship/Eligible Immigrant Status**

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall

into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare his or her status. Citizenship is verified via an original Certified Abstract of Birth or Certified Birth Certificate within the U.S. or its Territories, or an original Social Security Card in the absence of an original Certified Abstract of Birth or Certified Birth Certificate. Copies do not verify Evidence of Citizenship. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the PHA hearing is pending.

If an applicant or participant family member fails to sign required declarations and consent forms or provide documents, as required, they must be listed as an ineligible member. If any family member fails to provide and sign as required, the family may be denied or terminated from assistance.

If the PHA determines that a family member has knowingly permitted an individual who is not eligible for assistance to reside in the family's unit, the family's assistance will be terminated, unless the ineligible individual has already been considered in prorating the family's assistance.

The HA is required to terminate assistance for any household that does not have at least one member that is a citizen or who has eligible immigration status. The household cannot add any additional member(s) to the household to attempt to satisfy the requirement. The member with eligible status must already be part of the initial assisted household or already be a member added by natural progression as explained elsewhere in these policies and who has been approved by the HA in writing to reside in the unit.

#### **Verification of Social Security Numbers**

All applicants and participants are required to disclose a social security number. PHAs will not need to re-verify previously disclosed valid SSNs. PHAs may rely on documentation of the SSN provided by another government agency (federal or state). For the addition of new household members at least six (6) years of age or under the age of six (6) who **has an assigned SSN**, the tenant must disclose the SSN and provide documentation of the SSN to the PHA at the time of request to add new household member or during interim re-examination. The new household member **cannot** be added to the family composition until the family has complied with SSN disclosure and verification requirements. Addition of new household members under the age of 6 **and who do not have an assigned SSN**, are can be included as household members and are entitled to benefits. In this case, the Head of Household is given ninety (90) days to provide documentation of the SSN. Extensions may be given due to unforeseen circumstances.

## **SECTION VII. TERMINATION OF TENANCY AND EVICTION**

The HA shall not terminate or refuse to renew the lease other than for serious or repeated violations of material terms of the lease such as the following:

- (a) Failure to make payments due under the lease shall be cause for termination of tenancy.
- (b) Other good cause or any violation of the Lease Addendum of Drug and Crime Free Housing shall be cause for termination of tenancy.
- (c) Discovery after admission of facts that made the tenant ineligible.
- (d) Discovery of material false statements or fraud by the tenant in connection with an application for assistance or with re-examination of income.
- (e) The HA shall prohibit admission, and terminate tenancy to any individual who is subject to a lifetime registration under a State sex offender registration program.
- (f) Failure to accept an offer of a new lease or lease revision in a timely manner.
- (g) Failure of a family member to comply with the community service requirement.
- (h) There are no remaining members with eligible immigration status or U. S. Citizenship.

### **Lease Termination Notice:**

The HA shall give written notice of lease termination of:

- (a) 14 days in the case of failure to pay rent
- (b) a reasonable time considering the seriousness of the situation (but not to exceed 30 days):
  - (1) when the health or safety of other residents, HA employees or persons residing in the immediate vicinity of the premises is threatened or
  - (2) if any member of the household has engaged in any drug-related criminal activity or violent criminal activity or (3) if any member of the household has been convicted of a felony
- (c) 30 days in any other case, except that if a State or local law allows a shorter notice period, such period shall apply.
- (d) The tenant shall give the HA 30 days advance written notice of his intention to terminate the lease and vacate the premises.

## **SECTION VIII. VIOLENCE AGAINST WOMEN ACT (VAWA) POLICY**

The following provisions are applicable to situations involving incidents involving actual or threatened domestic violence, dating violence, or stalking, as those terms are defined in Section 6(u)(3) of the United States Housing Act of 1937, as amended, (42 U.S.C. § 1437d (u)(3)) and in the HA's Violence Against Women Act (VAWA) Policy. To the extent any provision of this section shall vary from or contradict any other provision, the provisions of this section shall prevail.

### **A. Termination of tenancy**

1. An incident of actual or threatened domestic violence, dating violence, or stalking shall not constitute a serious or repeated violation of the lease by the victim of such violence; and
2. Criminal activity directly relating to domestic violence, dating violence or stalking, engaged in by a member of the tenant's household, a guest, or other person under the tenant's control, shall not be cause for termination of tenancy or occupancy rights, if the tenant or

- any member of the tenant's family is a victim of that domestic violence, dating violence, or stalking.
3. Notwithstanding anything to the contrary contained in paragraphs A.1. and A.2. above, the HA may terminate tenant's tenancy under the lease if it can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the development in which the unit is located, if the tenant's tenancy is not terminated.
  4. Further, nothing in this section shall prohibit the HA from terminating tenancy under the lease based on a violation of the lease not premised on an act or acts of domestic violence, dating violence, or stalking against the tenant or a member of the tenant's household for which protection against termination of tenancy is given in paragraphs A.1. and A.2. above. However, in taking any such action to terminate tenancy, the HA shall not apply a more demanding standard against the tenant or a lawful occupant than to other tenants.

**B. Bifurcation of Lease.**

Under the authority provided in Section 6(l) (6)(B) of the United States Housing Act of 1937, as amended (42 U.S.C. § 1437d(l)(6)(B)), the HA may bifurcate the lease in order to evict, remove, or terminate assistance to any individual who is a tenant or a lawful occupant under the lease and who engages in criminal acts of physical violence against family members or others. The HA may take such action without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is the tenant or a lawful occupant under the lease.

**C. Certification.**

The HA will request that the victim abuse complete the HUD form 50066 -- Certification of Domestic Violence, Dating Violence or Stalking. This form must be provided within 14 business days from the date the HA requests it.

If the certification is not delivered to the HA within the 14-day period allowed, the provisions of this section will not apply and the HA may elect to terminate tenancy and evict without regard to the protections provided in this section.

**D. Confidentiality.**

The law requires that information provided to the HA concerning an incident or incidents of domestic violence, dating violence or stalking be retained in confidence, not placed in any shared data base nor provided to a related entity, except to the extent disclosure requested or consented to by the individual supplying such information, or required for use in an eviction proceeding, or otherwise required by applicable law.

## **SECTION IX. GRIEVANCE PROCEDURE FOR CONVENTIONAL PUBLIC HOUSING**

**(Refer to 24 CFR 966, Subpart B)**

### **A. Applicability**

1. The Housing Authority grievance procedure shall be applicable to all individual grievances as defined in Section B of this procedure between the tenant and the Housing Authority. In those jurisdictions which require that prior to eviction, a tenant be given a hearing in court containing the elements of due process, the Housing Authority may exclude from its procedure any grievance concerning an eviction or termination of tenancy based upon:
  - A. A tenant's creation or maintenance of a threat to the health or safety or right to peaceful enjoyment of the premises of other tenants or Housing Authority employees or
  - B. Any violent or drug-related criminal activity on or off the premises or
  - C. Any criminal activity that resulted in a felony conviction of a household member.
  - D. Non-payment of rent and/or other charges
2. The Housing Authority grievance procedure shall not be applicable to disputes between tenants not involving the Housing Authority or to class grievances. The grievance procedure is not intended as a forum for initiating or negotiating policy changes.

### **B. Definitions**

For the purpose of this procedure, the following definitions are applicable:

1. "Grievance" shall mean any dispute excluding that outlined in Section A (1) above, which a tenant may have with respect to Housing Authority action or failure to act in accordance with the individual tenant's lease or Housing Authority regulations which adversely affect the individual tenant's right, duties, welfare or status, including a denial of a request for reasonable accommodation and the tenant's obligations.
2. "Complainant" shall mean any tenant whose grievance is presented to the Housing Authority office in accordance with Section C and D herein.
3. "Elements of due process" shall mean an eviction action or termination of tenancy in a state or local court in which the following procedural safeguards are required:
  - a. Adequate notice to the tenant of the grounds for terminating the tenancy and for eviction;
  - b. Opportunity for the tenant to examine all relevant documents, records and regulations of the Housing Authority prior to the trial for the purpose of preparing a defense;
  - c. Right of the tenant to be represented by counsel;
  - d. Opportunity for the tenant to refute the evidence presented by the Housing Authority including the right to confront and cross-examine witnesses and to present any affirmative legal or equitable defense which the tenant may have;
  - e. A decision on the merits.

4. "Hearing officer" shall mean a person selected in accordance with Section D of this procedure to hear grievances and render a decision with respect thereto.
5. "Hearing panel" shall mean a panel selected in accordance with Section D of this procedure to hear grievances and render a decision with respect thereto.
6. "Tenant" shall mean any lessee or the remaining head of the household of any tenant family residing in housing accommodations covered by this procedure.

**C. Informal Settlement of Grievance**

Any grievance shall be personally presented, either orally or in writing, to the Housing Authority office so that the grievance may be discussed informally and settled without a hearing. A summary of such discussion shall be prepared within 10 days time and one copy shall be given to the tenant and one retained in the Housing Authority's tenant file. The summary shall specify the names of the participants, date of the meeting, the nature of the proposed disposition of the complaint and the specific reasons therefore, and shall specify the procedures by which a hearing under Section D may be obtained if the complaint is not satisfied. Any notice to vacate is considered a type of "summary of discussion".

**D. Procedure to Obtain a Hearing**

1. Request for hearing - The complainant shall submit a written request for a hearing to the Housing Authority by the close of the business day, no later than 10 calendar days from the date of receipt of the summary of discussion pursuant to Section C. The written request shall specify:
  - a. The reasons for the grievance; and
  - b. The action or relief sought, along with supporting documentation.
2. Selection of Hearing Officer or Hearing Panel - Grievances shall be presented before a hearing officer or hearing panel. A hearing officer or hearing panel shall be selected as follows:
  - a. The hearing officer or panel shall be an impartial, disinterested person(s) appointed by the Housing Authority.
  - b. The hearing officer may not be the person who approved the PHA action under review or a subordinate of such a person.
3. Failure to Request a Hearing - If the complainant does not request a hearing in accordance with this Section, then the Housing Authority's disposition of the grievance under Section C shall become final, provided that failure to request a hearing shall not constitute a waiver by the complainant of his right thereafter to contest the Housing Authority's action in disposing of the complaint in an appropriate judicial proceeding.
4. Hearing Prerequisite - All grievances shall be personally presented either orally or in writing as prescribed in Section C as a condition prior to a hearing under this section, provided that if the complainant shall show good cause why he failed to proceed in accordance with Section C to the hearing officer or hearing panel, the provisions of this procedure may be waived by the hearing officer or hearing panel.

5. Escrow Deposit - Before a hearing is scheduled in any grievance involving the amount of rent as defined in the tenant lease which the Housing Authority claims is due, the complainant shall pay to the Housing Authority an amount equal to the amount of the rent due and payable as of the first of the month preceding the month in which the Housing Authority action or failure to act took place. The complainant shall thereafter deposit the same amount of the monthly rent in an escrow account monthly until the complaint is resolved by decision of the hearing officer or hearing panel. These requirements may be waived by the Housing Authority in extenuating circumstances. Unless so waived, the failure to make such payments shall result in a termination of the grievance procedure, provided, that failure to make payment shall not constitute a waiver of any right the complainant may have to contest the Housing Authority's disposition of his grievance in any appropriate judicial proceeding
6. Scheduling of Hearing - Upon complainant's compliance with paragraphs 1, 4 and 5 of this section, a hearing shall be scheduled by the hearing officer or hearing panel within 5 business days from the information packet is received. A written notification specifying the date, time and location of the hearing will be sent or delivered to the complainant. This notification will also contain: (1) the family's right to bring evidence, witnesses, legal or other representation at the family's expense; (2) the right to review any documents or evidence in the possession of the PHA on which the PHA based the action (to be provided no later than 7 days before the hearing); (3) notice that the family must provide copies to the PHA of any documents or evidence that the family will use at the hearing (to be provided no later than 7 days before the hearing).

After the hearing is scheduled, the family may request to reschedule only upon showing good cause, which is defined as an unavoidable conflict, which seriously affects the health, safety, or welfare of the family.

#### **E. Procedures Governing the Hearing**

1. The hearing shall be held before a hearing officer or hearing panel, as appropriate.
2. The complainant shall be afforded a fair hearing providing the basic safeguards of due process which shall include:
  - a. The opportunity to examine before the hearing and, at the expense of the complainant, to copy all documents, records and regulations of the Housing Authority that are relevant to the hearing. Any document not so made available after request therefore by the complainant may not be relied on by the Housing Authority at the hearing;
  - b. The right to be represented by counsel or other person chosen as his or her representative;
  - c. The right to a private hearing unless the complainant requests a public hearing;
  - d. The right to present evidence and arguments in support of his or her complaint, to controvert evidence relied on by the Housing Authority or project management, and to confront and cross-examine all witnesses on whose testimony or information the Housing Authority or project management relies; and
  - e. A decision based solely and exclusively upon the facts presented at the hearing.

3. The hearing officer or hearing panel may render a decision without proceeding with the hearing if the hearing officer or hearing panel determines that the issue has been previously decided in another proceeding.
4. If the complainant or the Housing Authority fails to appear at a scheduled hearing, the hearing officer or hearing panel may make a determination to postpone the hearing for not to exceed five business days or may make a determination that the party has waived his right to a hearing. Both the complainant and the Housing Authority shall be notified of the determination by the hearing officer or hearing panel, provided, that a determination that the complainant has waived his right to a hearing shall not constitute a waiver of any right the complainant may have to contest the Housing Authority's disposition of the grievance in an appropriate judicial proceeding.
5. At the hearing, the complainant must first make a showing of an entitlement to the relief sought and thereafter the Housing Authority must sustain the burden of justifying the Housing Authority action or failure to act against which the complaint is directed.
6. The hearing shall be conducted informally by the hearing officer or hearing panel and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The hearing officer or hearing panel shall require the Housing Authority, the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the direction of the hearing officer or hearing panel to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought, as appropriate.
7. The complainant or the Housing Authority may arrange, in advance and at the expense of the party making the arrangement, for a transcript of the hearing. Any interested party may purchase a copy of such transcript.

**F. Decision of the Hearing Officer or Hearing Panel**

1. The hearing officer or hearing panel shall prepare a written decision, together with the reasons therefore, within 10 business days after the hearing. A copy of the decision shall be sent to the complainant and the Housing Authority. The Housing Authority shall retain a copy of the decision in the tenant's folder and made available for inspection by a prospective complainant, his representative, or the hearing panel or hearing officer.
2. The decision of the hearing officer or hearing panel shall be binding on the Housing Authority which shall take all actions, or refrain from any actions, necessary to carry out the decision unless the Housing Authority Board of Commissioners determines within a reasonable time, and promptly notifies the complainant of its determination, that:
  - a. The grievance does not concern the Housing Authority action or failure to act in accordance with or involving the complainant's lease or Housing Authority regulations, which adversely affect the complainant's rights, duties, welfare or status;



- b. The decision of the hearing officer or hearing panel is contrary to applicable Federal, State or local law, HUD regulations or requirements of the annual contributions contract between HUD and the Housing Authority.
3. A decision by the hearing officer, hearing panel, or Board of Commissioners in favor of the Housing Authority or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any manner whatever, any rights the complainant may have to a trial de novo or judicial review in any judicial proceeding, which may thereafter be brought in the matter.

**G. Housing Authority Eviction Actions**

If a tenant has requested a hearing in accordance with Section D on a complaint involving a Housing Authority notice of termination of the tenancy and the hearing officer or hearing panel upholds the Housing Authority's action to terminate the tenancy, the Housing Authority shall not commence an eviction action in a State or local court until it has served a notice on the tenant allowing five (5) calendar days to vacate (from the date of the hearing officer's decision letter or the PHA's initial thirty (30) day notice to vacate, whichever is later). In no event shall the eviction be initiated through the courts prior to the decision of the hearing officer or hearing panel having been mailed or delivered to the complainant. Such notice to vacate must be in writing and specify that if the tenant fails to quit the premises within the applicable statutory period, or on the termination date stated in the notice of termination, whichever is later, appropriate action will be brought against him and he may be required to pay court costs and attorney fees.

**H. Costs of the Hearing**

Each party shall bear their own costs for the hearing. The Housing Authority shall be responsible for providing a suitable site for the hearing proceedings.

## **SECTION X. RESIDENT SURVEY FOLLOW-UP PLAN**

In accordance with Public Housing Assessment System (PHAS) regulations, the PHA has developed this Follow-up Plan as part of its Annual Plan because the PHA scored less than 75% on the Resident Surveys in the two following areas: Communication, Safety and Neighborhood Appearance.

### **A. Communication**

In order to encourage and improve communication between PHA staff and residents, the following will be implemented:

- Staff will conduct “knock and talks” with residents when conducting site visits. They will ask the residents if they have any concerns. Any concerns raised will be addressed.
- Resident meetings will be held twice a year on the sites for outreach purposes and to encourage community involvement.
- Residents may be invited to attend the monthly Public Housing staff meetings or any community meeting. Residents may be informed of the times and dates of the meetings, they may be published in the quarterly newsletter and/or notices may be posted at sites.
- Resident Concern Forms will be available in the managers’ offices and at the PHA offices. One will be given to residents at their annual inspection and at their initial leasing appointment.
- Customer Service Surveys are available to residents at HA office appointments
- Managers may have office hours that include either one evening or one weekend day to better meet the needs of working residents.
- Community Day events will be held at most sites. In-kind support is received from other agencies such as the police and fire departments. Fundraising is performed to self-fund the events. The events will be held on various dates throughout the year and may be rescheduled depending on whether there inclement weather that necessitates rescheduling.
- Resident concerns submitted in writing will be responded to timely.
- A quarterly newsletter is sent to all residents informing them of resident services, upcoming events, self-sufficiency opportunities, and information pertaining to addenda, rules and the lease.

### **B. Safety**

- Additional lighting has been installed. We will continue to evaluate and address lighting on all sites to ensure adequate coverage on the site.
- We are working with the HUD Inspector General local field office to do criminal checks, site visits and taking appropriate action.
- We thoroughly screen residents for criminal activity, credit history and rental history.
- Maintenance has a regular preventative maintenance program to ensure units are maintained to meet safety requirements.
- In all cities where the program is available, the communities are certified through the police departments for Crime Free Multi Housing.
- Fire extinguishers are maintained on all sites and are replaced immediately when needed.

### **C. Neighborhood Appearance**

- We have a graffiti removal program to have it removed promptly.
- All sites have Resident Services Assistants to maintain the property. These Assistants work hand-in-hand with the Maintenance Department to ensure prompt removal of trash, broken glass, etc.

- We contract with pest control service companies who monthly service both individual units and common areas. If a particular unit needs additional service, it is completed and may be charged to the resident at the PHA's discretion.
- Maintenance has a regular preventative maintenance program which maintains individual units as well as common areas.
- Landscaping services are contracted and services are provided weekly, which includes mowing, trimming, sprinkler servicing and removal of leaves, etc.
- Playground equipment, tot lots, basketball courts and picnic areas are maintained and Resident Assistants monitor their use.

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## EXHIBIT A

### INCOME LIMITS EFFECTIVE December 3, 2012

<b>Family Composition</b>	<b>Extreme Low Income 30% of Median</b>	<b>Very Low Income 50% of Median</b>	<b>Low Income 80% of Median</b>
1 Person	\$13,400	\$22,300	\$35,700
2 Persons	\$15,300	\$25,500	\$40,800
3 Persons	\$17,200	\$28,700	\$45,900
4 Persons	\$19,100	\$31,850	\$50,950
5 Persons	\$20,650	\$34,400	\$55,050
6 Persons	\$22,200	\$36,950	\$59,150
7 Persons	\$23,700	\$39,500	\$63,200
8 Persons	\$25,250	\$42,050	\$67,300
9 Persons	\$26,750	\$44,600	\$71,350
10 Persons	\$28,300	\$47,150	\$75,450
11 Persons	\$29,800	\$49,700	\$79,500
12 Persons	\$31,350	\$52,250	\$83,600
13 Persons	\$32,900	\$54,800	\$87,650
14 Persons	\$34,400	\$57,350	\$91,750

Family Annual Income (See 24 CFR 5.609) is used both for determination of income eligibility and PHA income targeting under 24 CFR 960.202. The HA will use the income limits listed in this section unless HUD publishes revised income limits. The HA will use the income limits as defined by HUD. For the Affordable Public Housing Program: The HA uses the Low Income Limit by family size, which is based on 80% of the median income.

## EXHIBIT B

### TENANT SELECTION AND ASSIGNMENT PLAN

1. All applications received by the Housing Authority will be dated and time stamped in order to determine the priority for applications of persons who are equally eligible.
2. Both new applications and those already on file will be categorized according to the unit size, which is appropriate for the applicant family. One waiting list will be maintained. Two area preference lists may be maintained for the convenience of the applicants. The applicant family will be placed on as either or both preference lists if they so choose. At the PHA discretion the PHA may utilize site-based waiting lists to improve asset management efficiency.

Households wishing to apply for public housing may complete and submit applications in either of the Housing Authority offices located in Indio and Riverside, as well as, at Public Housing Communities. Applications are accepted in person, on the website, by fax and mail during regular business hours. Requests for mail-out applications will be honored. Applications may be taken over the phone as a reasonable accommodation for persons with disabilities.

Once received, applications will be date and time stamped and the preference rating identified. Bedroom size needs will be considered and applicants will be placed on the waiting list according to the above criteria.

Separate preference lists by area:

**A. Area #1                      West County:**  
Anza, Rubidoux, Glen Avon, Pedley, Norco, Corona, Riverside, Moreno Valley, Perris, Romoland, Homeland, Menifee, Murrieta, Sun City, Winchester, Lake Elsinore, Canyon Lake, Temecula, Rancho California, San Jacinto, Hemet

**B. Area #2                      East County:**  
Beaumont, Banning, Cabazon, Desert Hot Springs, Cathedral City, Palm Springs, Palm Desert, Coachella, Mecca, Blythe, Thermal, Indio

**C. Number of units per area and type**

	# of Units	Type
Area #1	274	Family
Area #2	195	Family
Total Units	469	

**D. Street addresses of HA units by area:**

Locations (All are within Riverside County, California)		Bedroom sizes	Total Units
Area #1	4675 Jackson St.; Riverside, CA 92503	1, 2	68
	5571, 5577, 5581, 5587, 5591, 5597 34th Street; Riverside, CA 92509	2	29
	372 Highland; Riverside, CA 92507	2	4
	3974, 3986, 3990, 3992, 3996, 3998 Fort Dr.; Riverside, CA 92509	1, 2, 3	9
	Gloria, Perris Bl.; Moreno Valley, CA 92553 13816, 13836 Perris Bl; 25011, 25025, 25033, 25035, 25037, 25039, 25045, 25051, 25078, 25080, 25103, 25104, 25105, 25106, 25115, 25116, 25117, 25118, 25125, 25126, 25127, 25128 Gloria St	1, 2, 3, 4	34
	24340, 24346, 24356, 24360, 24366 Dracaean; Moreno Valley, CA 92553	2	28
	22211, 22215, 22239, 22245 Sherman St.; Moreno Valley, CA 92553	3, 4	4
	102, 104, 108, 112, 116, 120, 124, 130, 136, 142 Midway; Perris, CA 92570	1, 2, 3	40
	33051, 33091 Fairview; Lake Elsinore, CA 92530	2	16
	16366, 16376, 16388, 16400, 16412, 16422, 16436, 16448 Broadway; Lake Elsinore, CA 92530	2	28
	475, 479 Idyllwild Dr.; San Jacinto, CA 92583	2	14
	<b>Area #1 Total Units</b>		
Area #2	5 <sup>th</sup> St. / Maple; Beaumont, CA 92223 (478 & 486 Maple; 717, 733, 749, 765, 769, 777, 781, 789, 815 and 837 E. 5 <sup>th</sup> )	3, 4	12
	975 E. Williams; Banning, CA 92220	2	14
	13580, 13582, 13584, 13586, 13588, 13590, 13600, 13602, 13604 Don English; Desert Hot Springs, CA 92240	2, 3	42
	34355 Corregidor Dr.; Cathedral City, CA 92234	2	14
	45-909 Aladdin, Indio, CA 92201	2, 3, 4	20
	56-640, 56-660, 56-680 Polk St; Thermal, CA 92274 87-015 and 87-045 Church; Thermal, CA 92274	2	28
	56-690, 56-700, 56-710, 56-720 Polk; Thermal, CA 92274	3, 4, 5	25
	91-400 Seventh Street; Mecca, CA 92254	3, 4, 5	40
	<b>Area #2 Total Units</b>		
<b>Area #1 and Area #2 Combined Total Units</b>			<b>469</b>

3. As vacant units become available, assignments will be made on a daily basis to eligible applicants according to his/her relative standing or position on the waiting list. Each eligible applicant on the waiting list will be referred in the order of preference/and income range to an appropriate available unit.
4. The applicants at the top of the list for the available size unit will be selected unless:
  - A. Two or more applicants having equal preferences (being equal in weight), then the one fitting the income range needed to maintain the projects economic mix will be offered the unit unless;
  - B. Two or more applicants having equal preferences (being equal in weight) and falling within the same income range needed to maintain the economic mix of the project, then the earliest date and time of application will be the determinant;
  - C. Two or more applicants having equal preferences (being equal in weight) decline the unit being offered, at which time the unit will be made available for immediate housing. If necessary the unit will be informally advertised through shelters, social services, local listings and any other resources necessary to rent the unit. Admission Policies as defined in Section II of this document will be maintained.
5. No unit will be left vacant waiting for an applicant of appropriate income range and size so long as the family size meets established Occupancy Standards (See Section II (e)).
6. Eligible applicants shall not be allowed to decline two appropriately sized unit offered without good cause. If two units are declined, the applicant's name will be withdrawn from each of the public housing waiting list that the applicants name appears on unless:
  - A. The applicant is willing to accept the unit offered but is unable to move at the time of the offer and presents clear evidence of his/her inability to move.
  - B. The applicant presents clear evidence that acceptance of a given offer of a suitable vacancy will result in undue hardship or handicap not related to consideration of race, color, religion, sex, national origin, familial status, disability, age, marital status, ancestry, source of income, or sexual orientation.
7. In any instance where the applicant rejects the suitable unit for either reason A or B above, the applicant will retain his/her position on the waiting list and will be offered the next suitable unit. Rejection of the next suitable unit offered, other than for reason A or B above, will result in the applicant being withdrawn from each of the public housing waiting list. If an applicant turns down one or more units within a 12 month period after being returned to the waiting list due to turning down available units, the applicant will be withdrawn from the Public Housing Waiting List. An applicant may reapply with a new registration date at any time the waiting list is open.
8. Handicapped applicants shall be given preferences as to date and time of application when the vacant unit is a unit designed specifically for a handicapped or disabled family. Vacant, accessible units will be offered to handicapped and/or disabled households as follows:

First, to a current occupant of another unit of the same project, or comparable projects under common control, having handicaps requiring the accessibility features of the vacant unit and occupying a unit not having such features, or, if no such occupant exists, then

Second, to an eligible qualified applicant on the waiting list having a handicap requiring the accessibility features of the vacant unit.

When offering an accessible unit to an applicant not having handicaps requiring the accessibility features of the unit, the PHA will require the applicant to agree (and incorporate this agreement into the lease) to move to a non-accessible unit when the handicap accessible unit is needed by a handicapped family, and a suitable unit is available for the non-handicapped family to move into.

9. The Authority currently administers two types of resident transfers, as follows:
  - a. Required Transfer: Results when a resident's unit is no longer suitable in accordance with the Authority's occupancy standards or the PHA otherwise needs to utilize the unit for business purposes. A transfer shall be required due to authorized increases in family size in cases where the family size exceeds two persons per bedroom and two persons in the living room.
  - b. Medical Transfer: Transfers may be granted for verifiable medical reasons and as a reasonable accommodation for disabled/handicapped persons. The requested accommodation must have a nexus to the disability.

The Authority will establish a combined/single waiting list for each category of transfers (required and requested). Households on the transfer and new applicant waiting lists will be referred to appropriate, available units in the following order:

- (1) Vacancies will first be offered to existing residents who are required to transfer.
- (2) Remaining vacancies will then be offered to existing residents who have requested medical transfers (as set forth in item 9, B. above).
- (3) Any remaining vacancies will be offered to new applicants for housing assistance.

Note: If the HA already received a holding deposit on a unit prior to receiving or verifying a transfer request, the unit will be continued to be leased to the applicant that placed the deposit and the existing tenant will be placed on a waiting list in accordance with 9b of this section.

10. Under no circumstances is a unit to be leased without following the above guidelines. A supervisor's signature is required for any exceptions. On occasion the agency will have ready units that are vacant for more than 7 days or that has been offered to eligible registrants through the waiting list process and two or more have turned down the unit(s) offered. If this should occur, the units will be offered as Immediate Housing.

An Immediate Housing unit is a unit that has been ready for more than 7 days or which has not been selected by an applicant in the current release (two or more eligible registrants have turned down the unit). Immediate Housing is only offered if we have already offered the unit to the applicants that were released on the waiting list that the leasing agent is processing. The entire waiting list does not have to be exhausted to



offer the unit for Immediate Housing; however, we must demonstrate through documentation that we have a current release and have offered the unit to all eligible applicants and it was not selected.

11. Removal from the Waiting List: Failure to respond to mailings, requests for information and updates within 30 calendar days will result in the Applicant being withdrawn from the Waiting List. If a letter is returned by the Post Office without a forwarding address, the registrant will be removed without further notice from all waiting lists that the applicants name appears on, and a record will be maintained on the computer. Reasonable accommodations will be made for persons with disabilities. The waiting list will be purged periodically by a mailing to registrants to ensure that the waiting list is current and accurate. Failure to accept the PHA's offer of one or more units on two or more separate occasions will result in the applicant being withdrawn from the waiting list and it will be necessary for the applicant to reply at such time they are interested in the program provided the waiting list is open at the time.

**EXHIBIT C**  
**TENANT CHARGES - MAINTENANCE REPAIR COSTS**

The flat rate charges listed will apply to all repairs; some of which are not applicable tenant charges. Tenant damages and that which is beyond normal wear and tear will be charged to the tenant. Charges for travel time will be included and charged to the tenant for any afterhours response time outside of business hours to and from the unit including picking up the company truck at the hourly rate of \$40.00 per hour (1/2 hour minimum). In the event that an afterhours call is received and responded to but corrected prior to maintenance arriving at unit, the tenant will be charged travel time to and from the location maintenance received the cancellation. In the event work items listed below are completed by contract (other than Housing Authority staff) the flat rate charge will apply except when the charge for services is less than the flat rate, in which case the tenant will be charged the lesser amount. All items of repair not listed will be charged on a time and material or actual cost basis. Labor will be calculated at \$40.00 per hour with a half hour minimum.

	<b><u>Flat Rate Charge</u></b>
<b>1. WINDOW REPAIRS</b>	
a. Single Strength	Contract charge + Labor
b. Double Strength	Contract charge + Labor
c. Double glazed windows	Contract charge + Labor
d. Bathroom mirror	45.00
e. Window lock repair	15.00
<b>2. WINDOW COVERINGS (Replacement)</b>	
a. Replace vertical blinds 48" x 48" and under	45.00
b. Repair vertical blinds	15.00
c. Replace vertical blinds above 48" x 48"	60.00
d. Replace vertical vanes under 84"long	5.00 each
e. Replace vertical vanes 84"and over	8.00 each
f. Replace vertical headrail 48" and under	15.00
g. Replace vertical headrail 49" – 66"	20.00
h. Replace vertical headrail 67" – 90"	25.00
i. Replace vertical headrail 91" – 102"	28.00
<b>3. SCREEN REPAIR/REPLACE</b>	
a. Re-screening only	1.25 sq. ft.
b. Complete new screen	2.75 sq. ft
c. Sliding Screen Door replacement	60.00
<b>4. DOOR REPAIRS/REPLACEMENT</b>	
a. Hollow core (interior)	45.00 + Labor
b. Solid core (exterior & garage access)	175.00 + Labor
c. Door jamb replacement, exterior	150.00 + Labor
d. Door jamb replacement, interior	20.00 + Labor
e. Door jamb repair	20.00
f. Heavy duty screen door (including installation)	175.00 including passage door knob
g. Deadbolt keyed to unit for Heavy duty screen door	85.00 including labor
h. Entry door locks	75.00 + Labor and change core charge
i. Deadbolt locks	85.00 + Labor and change core charge

j.	Change core on lock (front, rear, storage)	25.00 each
k.	Keys (each)	3.50 each
l.	Interior privacy knob w/lock (bath)	25.00
m.	Interior passage knob	15.00
n.	Mailbox lock change/install with 2 keys	25.00
o.	Re-hang wardrobe doors (2) - no repairs	10.00
p.	Repair/re-hang wardrobe doors (2)	30.00
q.	Replace wardrobe doors vinyl	125.00 48" x 80" installed
r.	Replace wardrobe door guide	10.00
s.	Closet rod	15.00
t.	Closet rod brackets (2)	5.00
<b>5.</b>	<b>WALL REPAIRS (Interior)</b>	
a.	Dry wall construction	30.00 per sq. ft. or portion thereof
b.	Plaster construction	40.00 per sq. ft. or portion thereof
<b>6.</b>	<b>CABINET REPAIR</b>	
a.	Wood paneling/cabinet fronts	45.00 per panel
b.	Cabinet door & drawer replacement	45.00
c.	Hinge replacement	10.00 per pair
d.	Drawer guides	10.00 per pair
<b>7.</b>	<b>FLOOR REPAIRS</b>	
a.	Vinyl tile	5.00 square
b.	Cove base replacement	2.00 lin. ft.
c.	Repair or replace carpet (average)	10.30 a yard or portion there of
d.	Ceramic Tile Replacement	30.00 square
<b>8.</b>	<b>ELECTRICAL REPAIR</b>	
a.	Light switch or plug replacement	15.00
b.	Dining room hanging light fixture	40.00
c.	Wall/porch light fixture	35.00
d.	Bath, bedroom and hall light fixture	40.00
e.	Switch or plug plates	5.00
f.	Globe only	15.00
g.	GFI	45.00
h.	Light bulb (60 watt)	2.00
i.	Light bulb (48" fluorescent)	5.00
j.	Light bulb plc-4 (18 watt)	10.00
k.	48" Kitchen fluorescent light diffuser	15.00
l.	Smoke Detector replacement—Battery operated	25.00
m.	Smoke Detector replacement—Electrically operated	45.00
n.	Combination Smoke Detector and Carbon Monoxide Detector (battery or hardwired)	65.00
<b>9.</b>	<b>PLUMBING REPAIRS/ BATHROOM</b>	
a.	Washer replacements	5.00
b.	Washer and seat replacement	10.00
c.	Handle replacements	10.00
d.	Toilet seat	25.00

e. Shower rod	15.00
f. Shower head	10.00
g. Hand-held showerhead for handicapped accessibility	35.00
h. Towel bar	15.00
i. Toilet paper holder	10.00
j. Leaking sink drains	10.00
k. Garbage disposal repairs:	
-Free stuck unit if removal not required	15.00
-Removal required for repairs	25.00
-Change and replace	100.00
l. Medicine cabinet—Complete	50.00
m. Medicine cabinet—sliding door / shelf	8.00
n. Medicine cabinet door magnet	5.00
o. “O” ring replacement (faucets)	10.00
p. “Lift” stoppers (bathroom sinks, showers)	12.00
whole assembly replacement	30.00
q. Diverter valve repairs	15.00
r. Clean sewer drain (average)	60.00
s. Clean kitchen sink or lavatory drain or tub	35.00
t. Unstop toilet	35.00
u. Unstop main line	60.00
v. Replace toilet + Labor	150.00
w. Repair/replace P-traps	35.00
x. Replace kitchen faucet	50.00
y. Replace bathroom faucet	35.00
z. Remove toilet to unstop drain	100.00

**10. HEATING / COOLING**

a. Thermocouples	15.00
b. Fan controls	20.00
c. Thermostat	50.00
d. Cooler switch	20.00
e. Wall heater cover	65.00
f. Control knobs	3.00

**11. PAINTING INTERIOR (Prep & painting)**

a. One bedroom unit	250.00
b. Two bedroom unit	275.00
c. Three bedroom unit	350.00
d. Four bedroom unit	400.00
e. Five bedroom unit	450.00
f. Ceiling per unit or portion thereof	150.00
g. Individual interior door (no repairs)	20.00

**12. CLEANING**

*Cleaning of complete unit (excluding stove & carpet):*

a. One bedroom	125.00
b. Two bedroom	150.00
c. Three bedroom	175.00
d. Four bedroom	200.00

e. Five bedroom 225.00

**Cleaning of individual items**

f. Average refrigerator 30.00  
g. Average stove 45.00  
h. Average stove hood 20.00  
i. Clean sink 10.00  
j. Clean bathtub (extra charge for excessively dirty) 40.00  
k. Clean blinds 6.00  
l. Clean windows (average house) 40.00  
m. Clean walls (average house) 60.00  
n. Shampoo carpet (average house) 95.00 (if exceeds normal wear/tear)  
o. Repair or replace carpet (average) 10.30 a yard or portion there of  
p. Haul trash/debris (large load) 100.00 a load or portion there of  
q. Hall trash/debris (small load, 3 items or less) 60.00  
r. Clean parking space 40.00

**13. APPLIANCES**

a. Complete stove replacement 550.00 + labor  
b. Oven controls 75.00  
c. Stove top replacement 50.00  
d. Burner grates (4) 20.00  
e. Oven control valves 65.00  
f. Vent hood fan 95.00  
g. Vent hood filter 10.00  
h. Thermocouples (pilot) 15.00  
i. Safety shut-off valves 75.00  
j. Burner & Oven knobs 10.00

**14. EXTERIOR**

a. Wall repair Contract charge + Labor  
b. Replace Hunter sprinkler 30.00 each  
c. Repair/replace sprinkler 20.00 each

**15. OTHER TENANT CHARGES**

a. Late rent charge (Public Housing) 35.00  
b. Late rent charge (Bond) 35.00  
c. Returned check fee 35.00  
d. Lock-out (During working hours) 30.00  
e. Lock-out (After working hours) 80.00 flat fee  
f. Monthly Pet Charge 10.00  
g. Gate Card Charge 25.00

**16. DEPOSITS**

a. Security deposit  
One Month's Flat Rental Rate (Refer to Flat Rent Table in Section II, D. Flat Rent)  
b. Gate Card deposit / charge if not returned 25.00  
c. Pet -dog/cat (except service animal) 100.00  
d. Pet - guinea pigs, rabbits, birds, fish, lizards 50.00

## **EXHIBIT D -- PET POLICY**

Families residing in Public Housing or Bond units are allowed to keep common household pets in their apartments in accordance with this Pet Agreement. Households may keep one cat or one dog or either one or two guinea pigs, hamsters, rabbits, birds or fish in aquarium or lizards as common household pet(s) if it is registered with the Housing Authority before it is brought onto the premises, and if registration is updated each year at annual reexamination.

No vicious or intimidating animal or pet is to be kept on the premises.

The resident will be responsible for all reasonable expenses directly related to the presence of the animal or pet on the premises, including the cost of repairs and replacement in the apartment, and the cost of animal care facilities if needed. These charges are due and payable within 30 days of written notification

### **Payment**

A non-refundable monthly pet charge of \$10.00 will be required for each household with a pet. This charge is intended to cover the reasonable operating costs to the project.

The HA will, in addition, charge a refundable pet deposit of \$100.00 for each dog or cat and \$50.00 for either one or two guinea pigs, hamsters, rabbits, birds or fish in aquarium or lizards.

The HA will refund the unused portion of the deposit to the resident within a reasonable time after the resident moves from the project or no longer owns or has a pet present in the resident's dwelling unit. If the tenant no longer has the pet, an inspection of the unit must be done to provide evidence that there is no damage to the unit caused by the pet.

### **Limitations**

HA authorization for pet(s) will be given on a year-by-year basis.

No pet will be allowed if weight exceeds 20 pounds. The 20 pound limit is for the expected adult weight of the animal. No immature animals of 20 pounds will be allowed.

No dangerous animal or pet will be allowed. Dangerous pets or animals include, but are not limited to:

- Any animal whose bite is venomous.
- Any animal who has previously bitten anyone.

Fish aquariums must not exceed 15 gallons of water. (See exception for gallon size)

### **Registration**

Registration must include the following:

A certificate signed by a licensed veterinarian stating that the common household pet has received timely all inoculations currently required by state and local laws. Also required is whatever license is mandated by local law.

A picture of the common household pet must be provided at time of registration.

Name, address and phone number of person to be responsible for pet in resident's absence.

All animals are to be spayed or neutered. If animals are not spayed or neutered and have offspring, the resident household is in violation of this rule.

No animal or pet may be kept in violation of humane or health laws.

### **Animal Restraint**

A common household pet must be effectively restrained and under the control of a responsible person when passing through a common area, from the street to the apartment, etc. Dogs must be on a leash at all times when not in the rental unit.

### **Sanitation Standards**

Any animal or pet waste deposited in any animal or pet animal exercise area must be removed right away by the pet owner.

Residents will take adequate precautions to eliminate any animal or pet odors within or around the apartment and maintain the apartment in a sanitary condition at all times.

If a litter box is used in the apartment, it must be emptied daily and contents placed in a heavy plastic bag into the garbage container immediately.

All common household pets are to be fed inside the apartment. Feeding is not allowed on porches, sidewalks, patios or other outside area.

Tenants are prohibited from feeding stray animals. The feeding of stray animals will constitute having a pet without permission of the Housing Authority.

Residents will not alter their unit, patio or unit area to create an enclosure for a common household pet.

### **Potential Problems and Solutions**

Residents will not permit any disturbances by their pet which interferes with the quiet enjoyment of other tenants; whether by loud barking, howling, biting, scratching, chirping or other such activities.

The Housing Authority may enter the owner's apartment to inspect the premises when circumstances so warrant, to investigate a complaint that there is a violation, and/or to check on a nuisance or threat to health and safety of other residents.

The action may also include placing the pet in a facility to provide care and shelter for a period not to exceed 30 days.

If the pet is threatened by the incapacitation or death of the owner, (or by extreme negligence,) and the designated alternate is unwilling or unable to care for the pet, the Housing Authority may place the pet in proper facility for up to thirty (30) days at the pet owner's expense. If there is no other solution at the end of thirty (30) days, the HA may donate the pet to a humane society. Cost of this professional care will be borne by the pet owner.

Excluded from the premises are all animals and/or pets not owned by residents, except for service animal(s). A service animal is not a pet and is subject to the service animal policy and agreement.

The authorization for a common household pet may be revoked at any time subject to the Housing Authority's grievance procedure if the pet becomes destructive or a nuisance to others, or if the tenant fails to comply with this policy.

Residents who violate these rules are subject to:

Mandatory removal of the pet from the premises within 3 days of notice from the HA; or if for a threat to health and safety, removal within 24 hours of notice.

Lease termination proceedings.

The tenant agrees to indemnify, defend and hold harmless from and against any and all claims, actions suits, judgments and demands brought by any of the tenant's pet(s). Any injury or damage to persons or property caused by tenant's pet(s) shall be the liability of said tenant. At the tenant's discretion and expense, tenant is responsible for securing liability insurance for such purpose.

This policy is incorporated by reference into the Dwelling Lease signed by the resident, and therefore, violation of the above Policy will be grounds for termination of the lease.

**Exceptions:**

Each household may be permitted to have one, one (1) gallon water proof container with up to two (2) small non-biting fish such as Goldfish. A pet deposit or monthly pet charge will not be required. The container and its contents must be maintained in a safe and sanitary manner and may be subject to removal by the PHA should housekeeping or other hazardous conditions exist.



## **EXHIBIT E -- SERVICE ANIMAL POLICY**

(Policy regarding animals that assist persons with disabilities)

### **Background**

Service animals are animals trained to assist people with disabilities in the activities of independent living. The Americans with Disabilities Act (ADA) defines service animals as any animal individually trained to do work or perform tasks for the benefit of an individual with a disability. If an animal meets this broad definition, it is considered a service animal. It does not have to be licensed or certified by a state or local government or a training program. Companion animals and emotional support animals will be included in this broad definition if the animal is an integral part of the treatment process prescribed by a medical professional. Verification will be sought annually.

Federal, state and local fair housing laws require that a modification be made to a “No Pet” policy to permit the use of a service animal by an individual with a disability, unless doing so would result in an unreasonable financial or administrative burden. The Housing Authority (HA) does not have a “No Pet” policy. A pet is allowed in accordance with the Pet Policy and a signed pet agreement.

This policy differentiates “service animals” from “pets,” describes types of service animals, provides guidelines for staff and tenants for the acceptance of service animals, and sets behavioral guidelines for service animals.

### **Definitions**

#### **Disability:**

A tenant must meet the statutory definition of having a “disability,” under federal, state and local fair housing laws. These statutes recognize the following broad categories of disabilities:

- A sensory, mental, or physical impairment that substantially limits one or more major life activities (such as walking, seeing, working, learning, dressing, etc.)
- A sensory, mental or physical condition that is medically cognizable or diagnosable

#### **Medical Professional:**

A healthcare or mental health provider responsible for the medical care of the member requiring a service/companion animal.

#### **Pet:**

A domestic animal kept for pleasure such as a dog, cat, guinea pig, hamster, rabbit, bird, fish or lizard.

#### **Service/Companion Animal:**

Any animal individually trained to do work or perform tasks for the benefit of a person with a disability. A companion animal with good temperament and disposition, and who has reliable, predictable behavior, may assist a person with a disability as a therapy tool. The animal may be incorporated as an integral part of a treatment process. Service animals are usually dogs, but may be any animal designated by the tenant and his or her treatment provider. Service animals are not considered to be pets. A person with a disability uses a service animal as an auxiliary aid similar to the use of a cane, crutches or wheelchair.

All references to the word “animal” in this policy refers to the resident’s guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal.

Examples include:

- A **guide animal**, trained to serve as a travel tool by a person who is legally blind.
- A **hearing animal**, trained to alert a person with significant hearing loss or who is deaf when a sound occurs, such as a knock on the door.
- An **assistance animal**, trained to assist a person who has a mobility or health disability. Duties may include carrying, fetching, opening doors, ringing doorbells, activating elevator buttons, steadying a person while walking, helping a person up after a fall, emotional support, etc.
- A **seizure response animal**, trained to assist a person with a seizure disorder. The animal’s service depends on the person’s needs. The animal may go for help, or may stand guard over the person during a seizure. Some animals have learned to predict a seizure and warn the person.
- A **companion animal or emotional support animal** that assists persons with psychological disabilities. Emotional support animals can help alleviate symptoms such as depression, anxiety, stress and difficulties regarding social interactions, allowing tenants to live independently and fully use and enjoy their living environment.

**Staff:**

Includes Housing Specialists, on-site management, off-site property management, maintenance personnel, or any other representative of the owner or management company designated by the Housing Authority.

**Tenant:**

A person with a disability who has a service animal who resides in Affordable Public Housing.

**Request for a service animal accommodation**

The tenant shall submit a request in writing to have a service/companion animal as an accommodation for the tenant’s disability.

**Verification of disability and need for a service animal:**

The tenant must provide written verification that s/he has a disability and that the accommodation is necessary to give the person equal opportunity to use and enjoy the community. If the disability and need are obvious, such as a blind resident needing a guide dog, verification may not be required. As defined by the law above, the tenant need not disclose the nature of the disability. The verification must include:

- The name, address and phone number of the medical professional
- The requested accommodation and nexus between the requested accommodation and the disability.

HA authorization for guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal will be given on a year-by-year basis. Service animals do not need to wear any special identifying gear such as tags, harnesses or capes.

A tenant may train his or her own service animal and is not required to provide any information about training or the specific tasks the animal performs.

**Supervision:**

The guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal must be supervised and effectively restrained (under the control of a responsible person) when passing through a common area, from the street to the apartment, etc. Dogs must be on a leash at all times when not in the rental unit.

No vicious, dangerous or intimidating guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal is to be kept on the premises. Vicious and/or dangerous animals include, but are not limited to:

- Any animal whose bite is venomous or who has previously bitten anyone.

The resident will be responsible for all reasonable expenses directly related to the presence of the guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal on the premises, including the cost of repairs and replacement in the apartment, and the cost of animal care facilities if needed. These charges are due and payable within thirty (30) days of written notification.

**Limitation on number of animals**

No more than one guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal or pet is allowed on the premises per unit.

**Limitation on size/weight of animals**

The expected adult weight of a companion animal or emotional support animal must not exceed twenty (20) pounds. No immature companion animal or emotional support animal of twenty (20) pounds will be allowed. The size limitation does not apply to a *guide animal, a hearing animal, assistance animal, seizure response animal*.

**Limitation on size/gallons of fish aquarium**

Fish aquariums must not exceed 15 gallons of water. (See exception for one gallon size)

**Sanitation standards/cleanup rules**

- Never allow the service animal to defecate on any property, public or private (except the tenant's own exclusive use area), unless the tenant immediately removes the waste.
- Always carry equipment sufficient to clean up the animal's feces whenever the service animal is in the common areas or outside of the tenant's unit.
- Properly dispose of waste and/or litter. If a litter box is used in the apartment, it must be emptied daily and contents placed in a heavy plastic bag into the garbage container immediately.
- Take adequate precautions to eliminate any animal or pet odors within or around the apartment and maintain the apartment in a sanitary condition at all times.
- Contact Staff if arrangements are needed to assist with cleanup (at the tenant's expense).
- The guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal are to be fed inside the apartment. Feeding is not allowed on porches, sidewalks, patios or other outside area. Tenants are prohibited from feeding stray animals. The feeding of stray animals will constitute having a pet without permission of the Housing Authority.

- Resident will not alter their unit, patio or any other area to create an enclosure for the guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal.

### **Service animal accommodation**

The Housing Authority will review a tenant's request for a service animal accommodation. Upon written verification from the tenant's medical professional, the HA will provide a written response to the tenant. The response will take into consideration the reasonableness of the request and guidelines of this policy. The request may be denied and deemed unreasonable if it is not approved by the tenant's medical professional or if it causes an undue financial or administrative burden or is a safety risk to the community.

### **Fees**

A service animal is not a pet and is not charged a pet deposit. The tenant is liable for any damage caused by the animal. No vicious or intimidating animal or pet is to be kept on the premises.

The resident will be responsible for all reasonable expenses directly related to the presence of the animal or pet on the premises, including the cost of repairs and replacement in the apartment, and the cost of animal care facilities if needed. These charges are due and payable within thirty (30) days of written notification.

### **Potential problems and solutions**

Residents will not permit any disturbances by their guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal which interferes with the quiet enjoyment of other tenants; whether by loud barking, howling, biting, scratching, chirping or other such activities.

The Housing Authority may enter the tenant's apartment with reasonable notice to inspect the premises when circumstances so warrant, to investigate a complaint that there is a violation, and/or to check on a nuisance or threat to health and safety of other residents. The HA may also place the guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal in a facility to provide care and shelter for a period not to exceed thirty (30) days at the tenant's expense.

If the guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal is threatened by the incapacitation or death of the tenant, (or by extreme negligence,) and the designated alternate is unwilling or unable to care for the pet, the Housing Authority may place the guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal in proper facility for up to thirty (30) days at the tenant's expense. If there is no other solution at the end of thirty (30) days, the HA may donate the guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal to a humane society. Cost of this professional care will be borne by the tenant.

Any other animals and/or pets not owned by residents, except for service animals are excluded from the premises.

The authorization for a guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal may be revoked at any time subject to the

Housing Authority's grievance procedure if the pet becomes destructive or a nuisance to others, or if the tenant fails to comply with this policy.

### **Removal of a service animal**

Residents who violate this Service Animal Policy are subject to:

Mandatory removal of the guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal from the premises within 3 days of notice from the HA; or if for a threat to health and safety, removal within 24 hours of notice. Lease termination proceedings.

### **Areas off-limits to service animals**

Management may designate certain areas off limits to service animals, such as in the swimming pool or any other area where a significant health or safety hazard may exist.

Such designations should not infringe upon the right of a person with disabilities to fully enjoy the amenities of the community.

### **Registration**

Registration must include the following:

- A certificate signed by a licensed veterinarian stating that the guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal has received timely all inoculations currently required by state and local laws.
- Any license mandated by local law.
- A certificate signed by a licensed veterinarian stating that the guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal has been spayed or neutered. If the guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal are not spayed or neutered and have offspring, the resident household is in violation of this rule.
- A picture of the guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal must be provided at time of registration.
- Name, address and phone number of person to be responsible for the guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal in resident's absence.

No guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal or pet may be kept in violation of humane or health laws.

The tenant agrees to indemnify, defend and hold harmless from and against any and all claims, actions suits, judgments and demands brought by tenant's guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal. Any injury or damage to persons or property caused by tenant's guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal shall be the liability of said tenant. At the tenant's discretion and expense, tenant is responsible for securing liability insurance for such purpose.

This policy is incorporated by reference into the Lease Agreement signed by the resident, and therefore, violation of the above Policy will be grounds for termination of the lease.

### **Exceptions:**

Each household may be permitted to have one, one (1) gallon water proof container with up to two (2) small non-biting fish such as Goldfish. A pet deposit or monthly pet charge will not be

required. The container and its contents must be maintained in a safe and sanitary manner and may be subject to removal by the PHA should housekeeping or other hazardous conditions exist.

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## **EXHIBIT F -- RENT COLLECTION AND WRITE OFF POLICY**

### **Collection**

Public affordable housing tenants will be provided with a monthly statement showing the rent due as well as any other charges (late fees, maintenance charges, etc.). Rents are due on the first day of each month and considered delinquent after the first (1<sup>st</sup>) day. If rent is not paid by the fifth (5<sup>th</sup>) of the month, late fees will apply. Tenants may mail a check or money order directly to the Housing Authority or may pay in person at the Housing Authority main office. Any monies received will be applied to the oldest balances first.

If a tenant has one check returned for insufficient funds, the tenant will be advised that all future payments must be by money order. After twelve (12) consecutive months of the resident's rental account being paid on time and in full, the PHA will consider restoring the resident's ability to pay by check upon receipt of resident's written request and confirmation of ability to pay.

If the rent is not paid by the fifth of the month, once late fees are posted to the tenant's accounts a 14-day notice will be prepared and served or posted and mailed to the tenant. The notice is a requirement of the Federal Regulations to advise the tenant that they are being considered for eviction for non-payment of rent and they have 14 days to contact the Housing Authority office for payment or to make arrangements to pay. If no payment is made within the fourteen-day period, after five days the file will be processed for eviction proceedings and an unlawful detainer will be filed with the court. If the tenant fails to submit an answer as outlined in the Unlawful Detainer Complaint a default judgment will be issued and a writ of possession will be filed to remove the tenant from the dwelling. If the tenant submits an answer as outlined in the Unlawful Detainer Complaint, a court date is set and if judgment is received in court and the tenant's appeal period has elapsed, a writ of possession will be filed to remove the tenant from the dwelling.

If the tenant fails to make payments on other charges as allowed in the lease (late fees, maintenance charges, etc.), a 14-day notice will be prepared and served or posted and mailed to the tenant. The notice advises the tenant that they are being considered for eviction for non-payment of the specified charges in the notice and they have 14 days to contact the Housing Authority office for payment or to make arrangements to pay. If no payment is made within the fourteen-day period, after five days the file will be processed for eviction proceedings and an unlawful detainer may be filed with the court. A court date is set and if judgment is received in court and the tenant's appeal period has elapsed, a writ of possession will be filed to remove the tenant from the dwelling.

It is the policy of the Housing Authority to collect rent owed in a timely manner, while at the same time retaining the ability to show some flexibility to tenants with verifiable financial hardships.

### **Write-Offs**

Money owed for rent or damages will be billed to the tenant within 21 days of vacating the unit. The bill will be mailed to the last known address or forwarding address if one has been provided by the tenant. A record of the amount owed is kept as long as it seems feasible to collect. The PHA will also collect debts through seizure of state and/or federal refunds or rebates (Intercept

Program). When collection is not feasible, the account is sent before the Housing Authority Board of Commissioners for approval to write-off the outstanding debt in accordance with HUD guidelines. Write-offs will be done on a quarterly basis. A record of write-offs/debts is kept indefinitely for collection at some future time. Debts may be reported to other federally subsidized agencies and credit reporting agencies.

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**EXHIBIT G -- ALTERATION ADDENDUM**

The Housing Authority of the County of Riverside (HA) agrees to allow Resident,  
\_\_\_\_\_ to perform the following alteration to the leased premises  
at \_\_\_\_\_.

1. Description of Permitted Alteration: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Resident is to have the above alteration professionally installed at Resident's expense.

\_\_\_\_\_ HA Maintenance staff will purchase and install the above alteration. Resident will be billed for all costs involved and agrees to reimburse the HA as billed.

2. Disposition of the Alteration: When the above-named resident moves out, the following shall be done:

\_\_\_\_\_ Resident shall remove the alteration described above at Resident's own expense. Resident is responsible for restoring the premises to the same condition it was in when Resident first moved in, except for ordinary wear and tear.

\_\_\_\_\_ Resident shall leave the alteration described above in place. The alteration shall become the property of the HA without compensation to Resident.

By signing below, the HA and Resident agree that this Alteration Addendum is incorporated into and shall become a part of the original Lease or any renewal of said Lease between the HA and the Resident.

\_\_\_\_\_  
Resident/Date Resident/Date

\_\_\_\_\_  
Resident/Date Resident/Date

Housing Authority of the County of Riverside by:

\_\_\_\_\_  
Housing Specialist/Date

**EXHIBIT H**  
**RULES REGARDING THE INSTALLATION OF SATELLITE DISHES**

Residents may install satellite dishes in their apartments. Residents living in units that can receive satellite signals who wish to install satellite dishes must adhere to the following rules:

1. Dish must be installed within the apartment or on a patio or balcony of which you have exclusive use. You may not install a satellite dish in a common area, exterior wall or on the roof, including the fascia (trim) of the building. You may not install a satellite dish outside your apartment unless you have a patio or balcony and have exclusive use of said patio or balcony.
2. Satellite dish must not be larger than one meter in diameter. You may not install any satellite dish larger than one meter (3 feet, 3 inches), measured across its widest part.
3. Dish must be securely mounted and may not extend beyond the edge of the apartment, balcony or railing. A tripod or other portable, heavy object may be used but must be anchored in a safe manner and not to interior or exterior walls, floors, ceilings, existing patio or walkway decks. Your dish must be mounted in such a manner that it cannot become dislodged. You may run a "flat" cable under a door jam in a manner that does not interfere with proper operation of the door. *If a "flat" cable is not used in the above manner then the cable line must be installed within the current cable lines that are already existing within the interior walls and the connection must be made in such a fashion that when dish is removed, it will not impair normal operation of the cable line.* You may not hang a dish out the window.
4. You may not damage or alter the unit and may not drill holes through railing, exterior walls, door jambs, windowsill, etc. or any other location where holes might impair the building's weatherproofing or there is a risk of striking electrical or water lines. Installation must not damage the apartment.
5. Dish must be professionally installed. You may not install the dish yourself. You may hire a professional to install it for you and our maintenance staff will supervise the installation. The installation and operation of your dish is at your own risk.
6. You are fully liable for any injury or damage to persons or property caused by your dish and related equipment. To ensure that you are able to pay damages in the event that your dish causes injury or damage, you must purchase and maintain liability insurance coverage for no less than \$100,000 covering any such injury or damage and list the Housing Authority as additionally insured. You must maintain the liability insurance coverage for as long as you have the dish at our community. You must provide us with proof that you have and maintain the insurance. You agree to defend, indemnify and hold us harmless from the above claims by others.
7. An Alteration Addendum must be signed prior to any installation.

I understand the above Satellite Dish policy and agree to the terms as stated above. I will not install a Satellite Dish without prior approval and a signed Alteration Addendum.

SIGNED: \_\_\_\_\_ DATE: \_\_\_\_\_

**EXHIBIT I**  
**TENANT INFORMATION AND RESPONSIBILITIES**  
**AFFORDABLE PUBLIC HOUSING**

**VIOLATORS ARE SUBJECT TO THE TERMINATION OF TENANCY**

**Rules and Responsibilities:**

1. Rent is due on the first of each month and is considered delinquent on the 2nd of the month. Rent payments received after the fifth of the month will be assessed a late charge of \$35.00.
2. **Changes** in family income and composition must be **reported in writing within 10 days** of the change. The request to add family members must be approved in advance by the Housing Authority. It must be determined if the family member is eligible to be added to the household.
3. Bonafide visitors may remain overnight or for a visit not to exceed seven **cumulative** days in a six month period. Tenants will not house individuals or families who are without housing. This creates an overcrowded condition contrary to HUD directives, and is a lease violation.
4. Tenant families are responsible for the conduct of family members and guests. Tenants and guests should not disturb, annoy, or endanger your neighbors. Tenants are liable for any damages caused, other than normal wear and tear, including but not limited to, litter clean up, broken/missing screens, broken/cracked windows, damage to the walls from hanging pictures, mirrors, etc. Jumper(s), Bounce House(s), Inflatable(s), Moonwalk(s), Water Games, Slides, Tube Dancers, etc. are prohibited. Tenants are liable for any damage or injuries caused and are subject to termination of tenancy.
5. Tenants are responsible to help keep the complex clean. This includes ensuring that your trash is placed in the dumpster (please do not send small children to dispose of trash). Families should help keep the laundry rooms clean. For safety reasons, children are not permitted in the laundry rooms without adult supervision.
6. A reasonable standard of housekeeping must be maintained. Housekeeping habits which cause a hazard to the health, safety, and/or property are cause for termination of tenancy. An annual inspection will be done to check the unit to ensure that it is decent, safe and sanitary.
7. Vehicles: Tenants are to park in assigned parking spaces only where assigned, and otherwise only in marked parking spaces. Vehicles which block driveways or entrances, unauthorized vehicles parked in assigned parking, and/or inoperable or abandoned vehicles will be towed at owner's expense. Repairing or washing of vehicles is not allowed on the premises.
8. No pets are permitted without the written consent of the Housing Authority.
9. Waterbeds require prior written consent & possible increased security deposit.
10. Bikes, skates, toys, items of furniture, etc. must not be left outside of the unit. Patios are not to be used for storage, with the exception of Bar-B-Que's or patio furniture. Any items left outside will be removed at the tenant's expense.
11. Stoves and refrigerators furnished by the Housing Authority are not to be removed from the unit. Excess or inoperable appliances are not to be left inside, outside, or anywhere on the property. For safety reasons, refrigerators must be used in the kitchen area provided.
12. Tenants, family members or guests are not permitted on the roofs.
13. Television and sound equipment must be utilized at a volume level that will not interfere with neighborhood peace and quiet. Tenants may not install any outside antenna or satellite dish without a signed agreement with the HA.
14. Where drapes or mini blinds are provided, tenants shall not replace with their own.
15. No washers/dryers are permitted unless the unit has the appropriate hook-ups.
16. Tenants are not allowed to change the locks under any circumstances. Replacement or repair of doors/locks must be done by our maintenance staff.

17. No signs, signals or advertisements shall be affixed to any part of the premises without written permission of the Housing Authority. Holiday decorations and lights must be fully contained inside the unit. No outside decorations/lights.
18. Occupants are not to loiter, ride bikes/skateboards, etc. in the driveways, sidewalks and parking areas. Loitering in stairways, halls and laundry rooms is prohibited. For Health and Safety reasons: Playing near or riding on drive through gates or pedestrian gates is prohibited.
19. Provide a valid phone number for the unit in order to keep the gate system updated, where one is installed.
20. Provide information for all vehicles registered to your household, including the license plate numbers, in order to maintain an active listing of vehicles authorized to be on the property and park in resident parking.
21. Egress: Residents shall not in any way block any windows or doors necessary for emergency exit. No blocking of the bedroom windows with large furniture, no installation of other appliances, such as window air conditioners and/or swamp coolers, etc.
22. Use only in a reasonable manner all electrical, water, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances. Excessive use of utilities will result in additional charges as per the Statement of Policies. Exterior water is for the use of Authorized HA Personnel only. Exterior water for personal use (car washing/wading pools, etc.) is prohibited; Utilities must be maintained at all times without any interruption of service. Residents who have caused disconnection of utilities due to non-payment will be subject to termination and/or eviction.

Before the application or reexamination for housing assistance can be completed, all adult members of the assisted family (see page 2 of the Lease Agreement) aged 18 years or older must read the above information, sign and date this form.

Head of Household	Date	Adult Family Member	Date
Adult Family Member	Date	Adult Family Member	Date
Adult Family Member	Date	Adult Family Member	Date

**EXHIBIT J  
Live-In Aide Addendum to Lease**

**STATEMENT OF LIVE-IN ATTENDANT**

I understand that I am living at \_\_\_\_\_ Apt # \_\_\_\_\_  
and am enjoying the benefits of the public housing program solely because of my employment with \_\_\_\_\_  
\_\_\_\_\_ to provide necessary supportive services for a family member who is a person  
with disabilities on a daily (24 hour) basis.

(Resident)

I agree to follow all terms in the public housing lease, as well as the rules and regulations of the public housing program. I acknowledge that it is also my responsibility to maintain the unit in a safe and sanitary manner.

I understand that I will be allowed to remain in the unit only as long as I am employed by the above-named person. If, under any circumstances, I am found to be in violation of the lease agreement or house rules, my employer will terminate my services and require that I vacate the premises immediately.

I understand that if my employer moves out of public housing, is evicted, abandons the unit, or dies, I am not entitled to any benefits or continued housing and must vacate the premises immediately.

I understand that if I am ever arrested, cited or charged with violent criminal activity, drug related criminal activity or alcohol related charges, I will no longer be eligible to be a live-in attendant and must vacate the premises immediately.

I understand that if I am ever subject to a lifetime registration requirement under a State Sex Offender Registration Program, I will no longer be eligible to be a live-in attendant and must vacate the premises immediately.

\_\_\_\_\_  
Live-in Attendant Date

\_\_\_\_\_  
Resident Date

\_\_\_\_\_  
Resident Date

\_\_\_\_\_  
Resident Date

\_\_\_\_\_  
Address Phone

\_\_\_\_\_  
Housing Authority Staff Date

*Note: Social Security card and picture I.D. must be provided.*

**EXHIBIT K**  
**HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE**  
**Lease Agreement**

This lease is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the **HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE** (landlord, hereinafter called **HA or owner**) and \_\_\_\_\_ (hereinafter called **tenant or resident**), for the following dwelling unit: \_\_\_\_\_.

**1. Term of Lease:** The initial term of the lease must be for at least one year. The initial term begins on \_\_\_\_\_ and ends on \_\_\_\_\_. **After expiration of the term, the lease will be automatically renewed for another year unless: (1) terminated by the landlord in accordance with paragraph 13 of this lease, or (2) terminated by the tenant in accordance with paragraph 14 of this lease or (3) by mutual agreement during the term of the lease.**

**2. Rental Rate:** Tenant agrees to pay \$\_\_\_\_\_ per month, payable in advance on or before the first day of each month. The first payment is \$\_\_\_\_\_ for the period from \_\_\_\_\_ to \_\_\_\_\_. Monthly rent is delinquent if not paid by the second day of each month. On the sixth day of the month, a \$35.00 Administrative Late Fee will become due and payable within 14 days for any rent not received by the fifth of the month. Any check returned for non-sufficient funds (NSF) will be subject to a \$35.00 NSF fee in addition to the \$35.00 late fee and checks will no longer be accepted. Payments must be made payable to the Housing Authority of the County of Riverside. Payments must be paid in person or mailed to: 5555 Arlington Ave., Riverside, CA 92504 Monday through Thursday 7:30 a.m. to 5:30 p.m. Office is closed on Fridays, Saturdays, Sundays and holidays. Contact by phone can be made at (800) 655-4228. Payments must be made by check or money order. Payments received will be applied to any outstanding balance first. Tenants who accrue more than three late charges in any twelve-month period will be subject to tenancy termination.

Resident shall make all payments in full. Receipt of a payment of less than the amount due shall be deemed to be nothing more than partial payment on the tenant's account. Under no circumstances shall HA's acceptance of a partial payment constitute accord and satisfaction. Nor will the HA's acceptance of a partial payment forfeit the HA's right to collect the balance due on the account, despite any endorsement, stipulation, or other statement on the check or money order.

**Choice of Rent:** The amount payable monthly by the family as rent to the HA will be based on the family's choice of rent options as described here. Family may only request to have the choice of rent switched once per year. Family may only choose to switch to Flat Rent at their annual re-examination.

- (a) **Flat rent.** A flat rent is the amount of tenant rent as determined by the HA to be the market value of the unit. The flat rent amount is subject to change annually in accordance with the Statement of Policies. Under this choice, there will be no rent adjustments unless, due to financial hardship the family chooses to be switched to Income-based rent.
- (b) **Income-based rent.** An income-based rent is the amount of tenant rent as determined by the HA based on family income. There is an established minimum rent of \$50.00 less the utility allowance. Under this choice the monthly rental rate may be adjusted after the tenant's annual reexamination of eligibility, when the tenant's family composition or income changes, or verification of income causing a change in rent. The tenant may ask for an explanation of the specific grounds of an adjustment and shall have the right to request a hearing under the grievance policy as outlined in paragraph 15 of this Lease Agreement.

**3. Utilities and Appliances:** The HA will supply water, trash and sewer (except for El Dorado Garden Apts. where tenant pays the City of Riverside sewer with electricity). The HA shall also supply a stove and window coverings. Tenant shall pay all other utilities and supply a refrigerator. Utilities must be maintained at all times without any interruption of service. Residents who have caused disconnection of utilities due to non-payment will be subject to termination and/or eviction.

**4. Authorized Occupants:** The following are the only Authorized Occupants of the unit:

Name	Date of Birth	Name	Date of Birth

**Occupancy by guests staying more than 7 cumulative days in any six month period without the written consent of the HA shall be considered a lease violation.**

**Resident must notify the HA of the birth, adoption or court-awarded custody of a child, and must request HA approval to add any other person as an occupant.**

If the head of the household signer ceases to be a member of the household, the Lease will be voided and a new Dwelling Lease Agreement will be executed and signed by the new Head of the Household, provided the family is eligible for continued occupancy.

- (a) **Foster Children/ Live in Aide:** With the consent of the HA, a foster child or Live in Aide may reside in the unit. The HA will not approve the addition of foster children if it will cause overcrowding according to HUD occupancy standards. A live-in aide, foster child or foster adult is not a family member and is not eligible for continued assistance or occupancy as a remaining member. Upon incapacitation or death of Head of Household, a live-in aide, foster child or foster adult must immediately vacate the unit. In determining whether to grant approval for a live in aide, the HA will consider the size of the unit, the family size and the HA’s obligation to provide reasonable accommodation for disabled/handicapped persons.
- (b) **Transfers:** When it is found that the size of the dwelling is no longer suitable for the family in accordance with the HA’s occupancy standards, the family will be required to move as soon as a dwelling of appropriate size becomes available. If a tenant transfers to a different housing unit operated by the HA, the existing Lease Agreement will terminate, a new Lease Agreement will be executed for the new dwelling unit, and the appropriate Security deposit will be paid at the time of the transfer. Any unused security deposit from the old unit will be dispersed according to the guidelines stated under Section 5 of this Agreement. The Housing Authority allows 48 hours for the tenant to turn in the keys and release possession of the old unit to the Housing Authority or the Resident Services Assistant from the date the lease is signed or keys received for the new unit. Paragraph 8 (q) of the lease agreement states that the tenant shall “Not receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of this lease.” Tenant must pay rent until the keys are turned in for the old unit. If the tenant does not turn in the keys or release possession of the old unit within 48 hours, the tenant is responsible to pay the daily Market Rate based on the Flat Rent Amount for the old unit based on Site and bedroom size of old unit. The tenant cannot receive subsidy for two units and because the lease was signed and the tenant issued keys for the new unit, the new unit is subsidized as of the date the lease was signed or keys received.
- (c) If the unit is a designated handicapped unit the following shall apply: Non-handicapped residents living in a designated handicapped unit will be required to move (at their own expense) when there is a handicapped family who requires the unit. A \$50.00 rent credit will be given the month they move to assist with the costs of transferring units.

**5. Security Deposit** \$\_\_\_\_\_ (an amount equal to one month's Flat Rent based on the Flat Rental Value of the Unit as determined by the PHA and referenced in the Statement of Policies, Section II, item E. West County Flat Rents and item F. East County Flat Rents), plus addition(s) to the security deposit of any pet deposit and/or gate card). (Please note: The amount of the required security deposit is less than required by state law. Based on the unit flat rent amount, the security deposit must not exceed two times the flat rent for an unfurnished apartment or three times the flat rent for a furnished apartment).

When a family moves out of the leased unit, the HA, subject to state and local law, may use the Security Deposit as reimbursement for any unpaid rent, damages to the unit, costs to clean the unit, costs to repair or replace personal property or other amounts that the Tenant owes under the law and in accordance with the Lease Agreement. The HA must give the Tenant a list of all items charged against the security deposit and the amount of each item within twenty-one (21) days of the vacancy. The Tenant is liable for any costs beyond the Security Deposit amount. Upon one or more household members vacating the unit (but not all household members) the full security deposit will be forfeited by the vacating members and will remain on file with the PHA until such a time that all household members vacate the unit. At that time the Security Deposit will be accounted for in accordance with state law as stated above.

**6. Pets:** There will be no pets allowed except with the prior written approval of the HA and a signed Pet Addendum. An addition to the security deposit, as well as a monthly pet charge of \$10.00 will be required. Tenants are prohibited from feeding stray animals. Feeding of strays shall constitute having a pet without permission from the HA. (Refer to Pet Policy/Agreement/Addendum for restrictions, rules and requirements related to pets)

**7. HOUSING AUTHORITY'S OBLIGATIONS.** The HA shall:

- (a) Maintain the premises and the project in decent, safe and sanitary condition;
- (b) Comply with requirements of applicable building codes, housing codes and Federal directives materially affecting health and safety;
- (c) Make necessary repairs to the premises;
- (d) Keep project buildings, facilities and common areas, not otherwise assigned to the tenant for maintenance and upkeep, in a clean and safe condition;
- (e) Maintain in good and safe working order and condition: electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances, supplied or required to be supplied by the HA;
- (f) Provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual tenant family) for the deposit of garbage, rubbish and other waste removed from the premises by the tenant in accordance with paragraph 8(h);
- (g) Supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year (according to local custom and usage) except where heat or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct utility connection;
- (h) Provide to the Tenant reasonable notice of what information and/or documentation must be supplied to the HA, and of the time by which any such item must be supplied;
- (i) In the event of damage to the premises which creates a condition hazardous to the life, health, or safety of the occupants, the HA is responsible to repair the damage within a reasonable time. If the damage was caused by a tenant, members of the tenant's family or guests, the reasonable cost of the repairs shall be charged to the tenant. If necessary repairs cannot be made to the damaged dwelling within a reasonable time, the HA shall offer standard alternative accommodations to the tenant, if available. The rent for the damaged dwelling unit shall be abated in proportion to the seriousness of the damage and loss of value as a dwelling in the event repairs are not made or alternative accommodations are not provided, except that no abatement of rent shall occur if the tenant rejects the alternative accommodation or if the damage was caused by the tenant, tenant's household or guests;
- (j) Afford elements of due process as defined in Conventional/ Public Housing regulations for all eviction actions or terminations of tenancy;
- (k) Notify the tenant of the specific grounds for any proposed adverse action by the HA. (Such adverse action by the HA includes, but is not limited to, a proposed lease termination, transfer of the tenant to another unit, or



imposition of charges for maintenance and repair, or for excess consumption of utilities).

**8. Tenant Obligations:** The tenant shall:

- (a) Not assign the lease or sublease the premises;
- (b) Not provide accommodations for boarders or lodgers;
- (c) Not make any alteration, repair or decoration to the premises without prior written consent of the HA. Resident shall not publicly display any sign or exhibit on the premises without the prior written consent of the HA. Any alterations not approved are subject to charges as specified in our Statement of Policies and subject to removal at the tenant's expense;
- (d) Use the premises solely as a private dwelling and primary residence for the tenant and the tenant's household as identified in number 4 (Authorized Occupants) of this lease, and not use or permit its use for any other purpose;
- (e) Abide by necessary and reasonable regulations promulgated by The HA for the benefit and well-being of the housing project and the tenants which are posted in the project office and incorporated by reference in this lease;
- (f) Comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
- (g) Keep the premises and such other areas as may be assigned to him for his exclusive use in a clean and sanitary condition;
- (h) Dispose of all ashes, garbage, rubbish and other waste from the premises in a sanitary and safe manner;
- (i) Use only in a reasonable manner all electrical, water, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances. Excessive use of utilities may result in additional charges as per the Statement of Policies. Exterior water is for the use of Authorized HA Personnel only. Exterior water for personal use (car washing/wading pools) is prohibited;
- (j) Refrain from, and cause his household and guests to refrain from destroying, defacing, damaging, or removing any part of the premises or project;
- (k) Promptly pay the HA, within 14 days, for any and all assessed charges such as late fees, carport charges, and maintenance charges for (or related to) the repair of damages to the premises (other than for normal wear and tear), project buildings, facilities or common areas caused by the tenant, his household or guests. Maintenance charges shall be assessed in accordance with Exhibit C of the Statement of Policies;
- (l) Conduct himself and cause household members or guests to act, in a manner which will not disturb other resident's peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition;
- (m) Assure that they, any member of the household, guest or another person under the tenant's control shall not engage in any illegal or other activity that may interfere with the health, safety or right of other's peaceful enjoyment of the property which impairs the physical or social environment of the project, including sale or use of drugs or illegal narcotics or abuse or pattern of abuse of alcohol on or off the premises;
- (n) Not have more than two vehicles parked on the property. Vehicles must be currently registered, in operable condition, and be parked only in marked/assigned parking spaces;
- (o) Comply with HA reexamination process by providing true and complete information, and notify the HA in writing of any changes in family income or composition within 10 days of the change in order for the HA to make annual or interim determination with respect to rent, eligibility and the appropriateness of the dwelling size. The family must promptly (within 10 days) inform the HA of the birth, adoption or court-awarded custody of a child. The family must request HA approval in advance to add any other family member or other person as an occupant of the unit. If changes in the household composition indicate that a smaller or larger dwelling unit is justified, the tenant agrees to transfer to a more suitable unit in order to comply with this requirement;
- (p) Shall immediately notify the HA in the event of damage to the premises which creates a hazardous condition. If the damage was caused by a tenant, members of the tenant's family or guests, the reasonable cost of the repairs shall be charged to the tenant in accordance with Exhibit C of the Statement of Policies. The tenant must move from the dwelling unit if it is determined that continued occupancy of the unit poses a threat to the health or safety of the residents;
- (q) Not receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of this lease;
- (r) Certify that neither he, nor other members of the household have committed any fraud in connection with any

Federal housing assisted program, unless such fraud was fully disclosed to the HA before execution of the lease;

- (s) In those dwelling units which include a garden area to which the tenant, his household and guests have exclusive use, the tenant is required to perform normal maintenance such as litter removal, mowing, and watering necessary to maintaining the area of the patio, flower beds, and grounds in the immediate area around the unit;
- (t) Not harass, strike, threaten or cause any physical violence against any employee of the HA or their property. The tenant shall not permit any person or persons who are on the premises with his consent to strike, threaten or cause any physical violence against any employee of the HA or their property;
- (u) Upon proper notice by the HA, the tenant shall prepare the unit as instructed and permit entry for the purpose of extermination services provided by licensed technicians;
- (v) May not engage in legal profit making activities in the unit without prior written permission from the HA and only if the HA determines that such activities are incidental to primary use of the leased unit for residence by members of the household;
- (w) Permission to install a satellite dish must be obtained from the HA prior to installation. A signed satellite agreement, proper installation, and proof of liability insurance are required.
- (x) Abide by the terms of the Statement of Drug and Crime-Free Housing.
- (y) Abide by the terms of the No-Trespassing Clause.
- (z) Abide by all other terms of this lease and applicable law.
- (aa) Residents shall not in any way block any windows or doors necessary for emergency exit.

**9. Self -Sufficiency Activities:** (a) *Service requirement.* Except for any family member who is an exempt individual, each adult resident (18 years of age and older) of public housing must: (1) Contribute 8 hours per month of community service or (2) Participate in an economic self-sufficiency program for 8 hours per month; or (3) Perform 8 hours per month of combined activities as described in paragraphs (a)(1) and (a)(2) of this section. Community Services is the performance of voluntary work or duties that are a public benefit, and that serve to improve the quality of life, enhance resident self-sufficiency, or increase resident self-responsibility in the community. Community service is not employment and may not include political activities; *Exempt individual.* An adult who: (1) Is 62 years or older; (2) Is a blind or disabled individual, as defined under 216(i)(1) or 1614 of the Social Security Act (42 U.S.C. 416(i)(1); 1382c), and who certifies that because of this disability she or he is unable to comply with the service provisions of this subpart, or (ii) Is a primary caretaker of such individual; (3) Is engaged in work activities; (4) Meets the requirements for being exempted from having to engage in a work activity under the State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 *et seq.*) or under any other welfare program of the State in which the PHA is located, including a State-administered welfare-to-work program; or (5) Is a member of a family receiving assistance, benefits or services under a State program funded under part A of title IV of the Social Security Act (42 U.S.C. 601 *et seq.*) or under any other welfare program of the State in which the Public Housing Agency (PHA) is located, including a State-administered welfare-to-work program, and has not been found by the State or other administering entity to be in noncompliance with such a program.

Verification of the above must be presented to the HA at the time of eligibility re-examination. The HA has written materials available describing the service requirement, the process for determining which family members are subject to or exempt from the service requirement, the process for determining any changes to exempt or non-exempt status of family members and the process for claiming status as an exempt person. The qualified community service activities or economic self-sufficiency programs may be determined by the HA.

In implementing the service requirement under 960 Subpart F, the PHA may not substitute community service or self-sufficiency activities performed by residents for work ordinarily performed by PHA employees or replace a job at any location where residents perform activities to satisfy the service requirement.

(b) *Family violation of service requirement.* The lease shall not be renewed if a family member fails to comply with the service requirement. Violation of the service requirement is grounds for non-renewal of the lease at the end of the twelve-month lease term, but not for termination of tenancy during the course of the twelve-month lease term.

**10. Pre-Occupancy and Move Out Inspections:** The HA and the tenant or his representative shall simultaneously inspect the premises prior to commencement of occupancy by the tenant. The HA will furnish the tenant with a written statement of the conditions of the premises, the dwelling unit and the appliances provided with the unit. The statement shall be signed by the HA and the tenant, and a copy of the statement shall be retained by the HA in the tenant's file. Upon receipt of written notification of either party's intention to terminate the tenancy (except due to failure to pay rent), the tenant has the legal right to request an initial inspection of the rental unit within 14 days before the termination or the end of the lease date and be present during the inspection. The purpose of the inspection is to allow the tenant the opportunity to correct any deficiencies in the unit in order to avoid deductions from the security deposit. Tenant must contact the Landlord to request an initial inspection. The HA shall be further obligated to inspect the unit at the time tenant moves out of the unit. The tenant may make arrangements to participate in the move-out inspection unless the tenant vacates without notice to the HA.

**11. Entry of Premises During Tenancy:** The tenant agrees to permit the HA to enter the premises during the tenant's possession thereof under the following conditions:

- (a) The HA shall, upon at least a 48 hour written notice to the tenant, be permitted to enter the dwelling unit during reasonable hours for the purpose of performing routine inspections, maintenance, repairs or improvements, or to show the premises for re-leasing. Reasonable business hours to conduct housing inspections are between 8:00 am and 5:30 p.m.
- (b) Landlord will have the right to enter the premises as allowed by law. Law permits entry in case of emergency, to make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, to test smoke detectors, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors or to make an inspection pursuant to subdivision (f) of Section 1950.5, when Resident has abandoned or surrendered the premises and pursuant to court order. Landlord will serve Resident with written notice before entry unless: (1) Entry is due to an emergency, surrender or abandonment of the unit; (2) Resident and Landlord agree orally to an entry to make agreed repairs or supply agreed services at an approximate day and time within one week of the oral agreement; (3) Resident is present and consents to an entry at the time of entry; (4) To exhibit the unit to prospective or actual purchasers of the property, provided that Landlord has notified Resident in writing within 120 days of the oral notices that the property is for sale and that Resident may be contacted to allow for an inspection. In the event that the tenant and all adult members of the household are absent from the premises at the time of entry, the HA shall leave on the premises a written statement specifying the date, time and purpose of entry prior to leaving the premises.

**12. Notice Procedures:** In giving notice one party to the other party the following procedure is required:

- (a) Notice to the tenant shall be in writing and delivered to the tenant or to any adult member of the tenant's household residing in the unit or sent by prepaid first class mail properly addressed to the tenant; and
- (b) Notice to the HA shall be in writing, delivered to the HA office or sent by prepaid first-class mail properly addressed.

**13. Termination of Tenancy and Eviction:** The HA shall not terminate or refuse to renew the lease other than for serious or repeated violations of material terms of the lease such as the following:

- a) Failure to make payments due under the lease shall be cause for termination of tenancy.
- b) Other good cause or any violation of the Lease Addendum of Drug and Crime Free Housing shall be cause for termination of tenancy.
- c) Discovery after admission of facts that made the tenant ineligible.
- d) Discovery of material false statements or fraud by the tenant in connection with an application for assistance or with re-examination of income.
- e) The HA shall prohibit admission, and terminate tenancy to any individual who is subject to a lifetime registration under a State sex offender registration program.
- f) Failure to accept an offer of a new lease or lease revision in a timely manner.
- g) Failure of a family member to comply with the community service requirement.
- h) There are no remaining members with eligible immigration status or U. S. Citizenship.

**14. Lease Termination Notice:** The HA shall give written notice of lease termination of:

- (a) 14 days in the case of failure to pay rent
- (b) a reasonable time considering the seriousness of the situation (but not to exceed 30 days):
  - (1) when the health or safety of other residents, HA employees or persons residing in the immediate vicinity of the premises is threatened or
  - (2) if any member of the household has engaged in any drug-related criminal activity or violent criminal activity or
  - (3) If any member of the household has been convicted of a felony
- (c) 30 days in any other case, except that if a State or local law allows a shorter notice period, such period shall apply.
- (d) The tenant shall give the HA 30 days advance written notice of his intention to terminate the lease and vacate the premises.

**15. Violence Against Women Act (VAWA) Lease Provisions:** If a member of the tenant's household, or their guest or other person under their control engages in criminal activity directly relating to domestic violence, dating violence, or stalking, such conduct shall not be cause for termination of the lease or occupancy rights, of the victim, if the tenant or an immediate member of the tenant's family is the victim or threatened victim of domestic violence, dating violence or stalking.

One or more incidents of actual or threatened domestic violence, dating violence, or stalking will not be construed as a serious or repeated violation of the lease by the victim or threatened victim of that violence, and shall not be good cause for terminating the assistance, tenancy or occupancy right of the victim of such violence.

Nothing in this lease revision prohibits the HA from evicting the member of the household who has engaged in actual or threatened actions of domestic violence, dating violence, or stalking.

A resident who claims as a defense to an eviction action that the eviction action is brought because of criminal activity directly relating to domestic violence, dating violence or stalking, must provide a written certification in a form provided by the HA or substantially similar thereto, that they are a victim of domestic violence, dating violence, or stalking, and that the incident or incidents which are the subject of the eviction notice are bona fide incidents of actual or threatened abuse. This written certification must be provided within fourteen days after the HA requests the certification in writing, which may be the date of the termination of lease letter. It may also be the date of any other written communication from the HA stating that the tenant is subject to eviction due to the incident which the tenant then wishes to allege was a bona fide instance of actual or threatened abuse. The certification requirement may be complied with by completing the certification form which is available from the HA office. Information provided in the certification form shall be retained in confidence, shall not be entered into a shared data base, and shall not be provided to a related entity unless the tenant consents in writing, the information is required for use in eviction proceedings, or its use is otherwise required by law.

The HA may bifurcate (split/divide) the lease under, in order to evict, remove, or terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others, without evicting, removing, terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant.

The HA may evict a tenant for any violation of a lease not premised on the act or acts of violence in question against the tenant or a member of the tenant's household, provided that the HA does not subject an individual who is or has been a victim of domestic violence, dating violence, sexual assault, or stalking to a more demanding standard than other tenants in determining whether to evict or terminate. A victim tenant who allows a perpetrator to violate a court order relating to the act or acts of violence is subject to eviction. A victim tenant who allows a perpetrator who has been barred from HA property to come onto HA property, including but not limited to the victim's apartment and any other are under their control, is subject to eviction.

The HA may terminate the tenancy of any tenant if the HA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the HA if that tenant's tenancy is not terminated; and

None of these provisions shall be construed to supersede any provision of any Federal, State, or local law that provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.

**16. Grievance Procedures:** Disputes concerning the obligations of the tenant or the HA shall be resolved in accordance with the HA grievance procedures which are incorporated in the operation policy of the HA. The HA is **not** required to award a grievance hearing to a tenant if a termination of tenancy or eviction notice has been served to the tenant for:

- (a) any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other residents or employees of the HA.
- (b) any violent or drug related criminal activity on or off such premises. any criminal activity that resulted in felony conviction of a household member.
- (c) the grievance procedure shall not be applicable to disputes between tenants not involving the HA or class grievances. The grievance procedure is not intended as a forum for initiating or negotiating policy changes between a group or groups of tenants and the HA's Board of Commissioners.
- (d) Non-payment of rent.

**17. Provisions for Modifications:** If at any time during the life of the Lease Agreement any other change in the tenant's status results in the need to change or amend any provision of this Lease, or if the HA desires to waive any provision with respect to the tenant,

- (a) The existing Lease will be canceled and a new Lease executed, or
- (b) An appropriate Rider (amendment) will be prepared and executed and made a part of the existing lease.

**18. Abandonment:** The tenant shall not vacate the premises prior to the expiration or termination of this agreement. If the tenant abandons the unit, the HA shall have the right of re-entry pursuant to the laws of the State of California.

**19. Legal Fees:** In the event of any legal action by the parties arising out of this Agreement, the losing party shall pay the prevailing party reasonable attorney's fees up to a maximum of \$5700.00 & costs in addition to all other relief.

**20. Smoke Detectors:** The premises are equipped with at least one smoke detector(s). The tenant acknowledges that its operation was explained by the HA at the time of initial occupancy. The tenant further acknowledges and agrees to inspect and test each detector monthly, to replace the batteries as needed and to notify the HA, in writing of any defect or malfunction promptly. The tenant will not remove or dismantle or otherwise render the smoke detector(s) inoperable. *Initial* \_\_\_\_\_ *Initial* \_\_\_\_\_ *Initial* \_\_\_\_\_ *Initial* \_\_\_\_\_

**21. Liquid furniture:** No liquid furniture of any kind is allowed on the premises without the prior written consent of the HA. If permission is granted, a waterbed agreement and an addition to the security deposit will be required in the amount of one-half the unit flat monthly rental rate.

**22. Hold Harmless Waiver:** No insurance is provided by the HA for the tenant's personal property. The tenant agrees to indemnify and hold the HA harmless and in no way accountable for any liability for personal injury or property damage caused or permitted by the tenant or any other person on the premises with the tenant's consent except as may be caused by the negligence, violation of law, or intentional wrongful action of the HA. It is recommended that tenants maintain renter's insurance.

**23. California Compliance Statement:** Proposition 65 does not apply to any city, county, district, state or federal government or agency. The HA is a Federal Agency. The following warning statement is provided for informational purposes. WARNING: This Property Contains Chemicals Known To The State Of California To Cause Cancer and Birth Defects Or Other Reproductive Harm. Proposition 65 requires all California businesses to disclose that the premises may contain asbestos, a chemical known to the State of California to cause cancer, and other chemicals including but not limited to tobacco smoke, exhaust, lead, carbon monoxide and gasoline components known to the State of California to cause cancer and/or birth defects and other reproductive harm.

These hazardous substances may be contained in some of the original building materials, in some of the products and materials used to maintain the property or present in the common areas of the property. A list of chemicals listed under proposition 65 is available from the Office of Environmental Health's website: [www.oehha.org/prop65/prop65\\_list/newlist.html](http://www.oehha.org/prop65/prop65_list/newlist.html) or in the project office. Disturbance or damage to certain interior apartment surfaces may increase the potential exposure to these substances. Residents or their guest, employees and contractors shall not take or permit any action which in any way damages or disturbs the ceiling in the premises or any part thereof. Any alteration must be with prior written consent of owner. Resident agrees to notify Owner/Agent immediately if there is any damage to the ceiling.

**24. Water Intrusion/Mold Information:** Resident is hereby notified that the premises are subject to the infestation of mold or mildew if not properly maintained by Resident. When moldy materials are damaged or disturbed, mold organisms and associated products are released into the air; and some molds produce toxic chemicals, which may contaminate Premises' air space. Exposure to spores can occur through inhalation or direct contact. Resident acknowledges that routine visual inspections for mold growth or signs of water damage and wetness as well as locating sources of mold odors by smell, are the most reliable method for identifying the presence of mold or mildew and should be addressed immediately. Resident agrees to maintain the Premises in a manner that prevents the occurrence of an infestation of mold or mildew in the premises. Resident agrees to hold Owner harmless from any and all damages incurred by Resident as a result of Resident's failure to properly maintain the premises or timely inform Owner of maintenance requirements. Resident acknowledges and agrees as follows:

Resident agrees to immediately report any water intrusion, such as plumbing leaks, drips, or "sweating" pipes. Resident agrees to allow Owner/Agent to enter the dwelling unit to inspect and make necessary repairs in the sole discretion of Owner/Agent. Resident agrees to vacate the dwelling unit should the same be necessary to make repairs. Resident agrees to use the bathroom fans and/or open a bathroom window while showering or bathing. Resident agrees to use exhaust fans whenever cooking, dishwashing or cleaning. Resident agrees to use reasonable care to close all windows and other openings in the premises to prevent outdoor water from penetrating into the interior of the dwelling unit. Resident agrees to clean and dry any visible moisture on windows, walls, and other surfaces, including personal property, as soon as reasonably possible. (Note: Mold can grow on damp surfaces within 24 hours to 48 hours). Resident agrees to report any problems with the air conditioner or heating systems that are discovered by the Resident. Resident agrees not to bring any personal property into the Premises that may contain mold, especially "soft possessions" such as sofas, mattresses and pillows.

**25. Satellite Dishes:** Permission to install a satellite dish must be obtained from the HA prior to installation. A signed satellite agreement, proper installation, and proof of liability insurance are required. Owner will permit Resident to install a satellite dish for personal, private use on the premises under the following conditions:

- (a) The satellite dish must be one meter or less in diameter.
- (b) The satellite dish may only be installed on the inside of the dwelling unit, balcony, patio or terrace that is under the exclusive use of the Resident. Resident acknowledges that some dwelling units do not have an exclusive use patio. Patios that open to a common area are not exclusive use patios. Said satellite dish, or any part thereof, shall not extend beyond the balcony, patio or terrace railing.
- (c) Resident is specifically prohibited from making physical modifications to the premises and is prohibited from installing said satellite dish in the common areas of the premises, including by not limited to, outside walls, roofs, door jambs, fascia (trim), window sills of the building or any other location that might impair the building's weatherproofing or there is a risk of striking electrical or water lines. Resident shall not install said satellite dish in a manner which alters the unit or causes physical or structural damage to the premises, excluding ordinary wear and tear, including but not limited to, holes drilled through exterior walls.
- (d) Resident shall hire a professional to install, maintain and remove said satellite dish at the Resident's expense and the owner's maintenance staff will supervise the installation. Satellite dish must be securely mounted. A tripod or other portable, heavy object may be used but must be anchored in a safe manner and not to interior or exterior walls, floors, ceilings, existing patio or walkway decks. Satellite dish must be mounted in such a manner that it cannot become dislodged. A "flat" cable may be used under a door jam in a manner that does not interfere with proper operation of the door. *If a "flat" cable is not used in the above manner then the cable line must be installed within the current cable lines that already exist within the interior walls and the connection must be made in such a fashion that when dish is removed, it will not impair normal operation of*

*the cable line.* Resident may not hang a dish out the window.

- (e) The installation and operation of said satellite dish is at the Resident's own risk. Resident shall be liable for any damage or injury to persons or property sustained as a result of the negligent installation, maintenance and removal of said satellite dish and related equipment.
- (f) Resident shall indemnify, defend and hold Owner/Agent harmless for any damage or injury resulting from said negligence, including paying Owner/Agent's attorney's fees and costs.
- (g) Resident shall obtain and all times retain an active liability insurance policy for said satellite dish with a minimum of \$100,000 coverage and cause Owner/Agent to become an "additional insured" under said policy. Resident shall provide proof of said insurance to the satisfaction of Owner/Agent before said satellite dish is installed.
- (h) An alteration addendum must be signed prior to any installation.
- (i) Resident is advised that allowable locations may not provide an optimal signal, or any signal. The HA does not warrant that the apartment will provide a suitable location for receiving a satellite signal.

**26. Fair Housing/Civil Rights Commitment:** Every individual has the right to live in an environment free from discrimination. Owner is an Equal Housing Opportunity Provider strictly complying with all federal and state fair housing laws. Resident acknowledges that the complex has a zero tolerance policy for discriminatory conduct, comments or other behaviors. Resident and household members agree to at all times conduct themselves and their guests in compliance with fair housing laws. Any violation may lead to termination of tenancy.

**27. Registered Sex Offenders Notice:** The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other law enforcement authorities maintain for public access a data base of locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The data base is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.

**28. Credit Reporting:** As required by law, Resident is notified that a negative credit report reflecting on Resident's credit record may be submitted to a credit reporting agency if Resident fails to fulfill the terms of this lease by failing to pay sums due in accord with this Lease. If Resident fails to honor all obligations to the HA, Resident authorizes the HA and the HA's agents permission to run credit reports on Resident for debt collection purposes, at any time during or after tenancy, until the debt has been paid in full.

**29. Statement of Drug and Crime Free Housing:**

- (a) Tenant, any member of the tenant's household, or a guest or other person under the tenant's control shall not engage in violent criminal activity, including drug-related criminal activity, on or off the property's premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use a controlled substance (as defined in Section 102 of the Controlled Substance Act, 21 U.S.C. 802).
- (b) Tenant, any member of tenant's household, or a guest or other person under tenant's control, shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, gang activity, sexual offenses which endanger the safety of other residents or the social climate of the project, or illegal defacement of property with graffiti, on or off public or private property and premises.
- (c) Tenant or members of the household will not permit the dwelling unit to be used for or facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
- (d) Tenant or members of the household will not engage in the manufacture, sale or distribution of illegal drugs at any location, whether on or off project premises or otherwise.
- (e) Tenant, or any member of the tenant's household, or a guest or other person under tenant's control shall not engage in the abuse or pattern of abuse of alcohol in a way that the HA determines may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents.

- (f) Tenant or members of the household, or a guest or other person under tenant’s control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, threatening and/or brandishing of weapons likely to cause serious bodily injury, or acts likely to provoke an act of violence on or off property premises.
- (g) VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR THE TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation under this Addendum shall not require criminal conviction, but may exist by a preponderance of the evidence.

**30. No Trespassing Clause:** The Housing Authority shall maintain a No Trespassing Policy to protect the peaceful enjoyment of residents living in Affordable Public Housing communities. In keeping with the Zero Tolerance Policy and the Drug and Crime Free Multi Housing Program, those people who are involved in criminal activity and/or those people who have been evicted from Public Housing, shall not be permitted on the grounds. Residents who allow such persons access to the community shall be given one warning. Residents who continue to violate the No Trespassing policy shall be violating the lease and may be considered for termination of the Lease Agreement.

**The tenant(s) certifies by signature below that the lease has been read and that he/she understands this lease and that all information and/or documentation submitted by the tenant and other members of the household is complete and true to the best of his/her knowledge and belief. It is further understood that all occupants 18 years or older are jointly and severally responsible for the condition of the unit and any related charges, including but not limited to rent charges.**

This Lease, the “Exhibit A - Move In and Move Out,” “Rules and Responsibilities,” “Eligibility Questionnaire(s),” “Alteration Addendum(s),” and “Pet Addendum” if applicable, constitute the entire agreement between the HA and the tenant.

**Tenant understands that lease term paragraph 1 above contains an automatic renewal provision.**

Tenant _____	Date _____
Tenant _____	Date _____
Tenant _____	Date _____
Tenant _____	Date _____
Tenant _____	Date _____

**HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE**

BY \_\_\_\_\_ Date \_\_\_\_\_



**EXHIBIT L  
ZERO TOLERANCE POLICY**

**HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE  
AMENDED POLICY ON ZERO TOLERANCE  
OF CRIMINAL ACTIVITY**

**July 1, 2014**

**PURPOSE**

To establish a Housing Authority (HA) policy for zero tolerance of housing and/or welfare fraud, violent, gang-related, and drug-related (including medical marijuana) criminal activity or any criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents or others in the immediate vicinity in any housing program administered by the Housing Authority. If a family is granted court ordered drug diversion then it is the family responsibility to adhere to court mandated requirements and furnish to the PHA proof that the charge was dismissed. Failure to comply with drug diversion will result in termination. Drug diversion will be granted once in a lifetime while on program. Participant households must report, in writing, all criminal activity for any household member within 10 calendar days of its occurrence.

The PHA may terminate assistance for criminal activity by a household member as authorized in this section if the PHA determines, based on a preponderance of the evidence, that the household member has engaged in the activity, regardless of whether the household member has been arrested or convicted for such activity [24 CFR 982.553 (c), 24 CFR 966.4]. Preponderance of evidence is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probably than not. The intent is not to prove criminal liability, but to establish that the act(s) occurred. Preponderance of evidence may not be determined by the number of witnesses, but by the greater weight of all evidence. Credible evidence may be obtained from police and/or court records. Testimony from neighbors, when combined with other factual evidence can be considered credible evidence. Other credible evidence includes documentation of drug raids or arrest warrants.

Criminal activity as listed above, misdemeanor and felony the same, will hereinafter be called “prohibited criminal activity.” “Minor traffic offenses” may include offenses such as parking violations, registration violations or failure to provide proof of insurance. Traffic offenses that include illegal use of controlled substances or alcohol related violations of traffic laws are not considered minor. Two or more alcohol related criminal actions within the last three year period constitute an abuse of alcohol. All persons receiving rental assistance, regardless of age, will be held to the same standard.

Persons convicted of manufacturing or producing methamphetamine on the premises of federally assisted housing will be permanently denied admission to any federally assisted housing program. Persons convicted of sex offenses that require a lifetime registration as a sex offender are prohibited from participation in any housing assistance programs administered by the Housing Authority in accordance with Federal Regulations. Exceptions in this policy do not apply to registered sex offenders or any person who was convicted of manufacturing or producing methamphetamine on the premises of federally assisted housing. The Violence Against Women Act (VAWA) prohibits the eviction of, and removal of assistance from, victims living in public or Housing Choice Voucher Program (Section 8) assisted housing if the asserted grounds for such action is an instance of domestic violence, dating violence, sexual assault, or stalking.

## **BACKGROUND**

The primary mission of the Housing Authority is to assist low and moderate income families, including elderly and disabled persons, by operating programs which provide them decent, safe and sanitary housing at affordable costs.

## **POLICY**

It is the policy of the Housing Authority of the County of Riverside that:

Prohibited criminal activity will not be tolerated. The Housing Authority will foster crime-free housing by implementing aggressive strategies which will reflect a zero tolerance of prohibited criminal activity by:

The Housing Authority may deny or terminate assistance to any household containing a member that has a history of criminal activity involving crimes of physical violence to persons or property and other criminal acts which would adversely affect the health, safety, or welfare of other tenants. {24 Code of Federal Regulations (CFR) 982.553 (c); 24 CFR 960.202 (a) (2) iii & 24 CFR 203c}.

1. Denying or terminating rental assistance to all households containing a member that has engaged in prohibited criminal activity, unless that member can demonstrate the following:
  - a. Evidence of crime-free living within the last seven years and no occurrence of criminal behavior (other than minor traffic offenses), **and**
  - b. Applicant/tenant must not have been incarcerated (in custody or doing any jail time) during the last seven for any action related to any prohibited criminal activity; **and**
  - c. Applicant/tenant would not threaten the health, safety, or right to peaceful enjoyment of other residents and persons residing in the immediate vicinity of the premises (i.e. gang related activity); **and**
  - d. Satisfactory adherence to all court and probation/parole mandated conditions for any action related to any prohibited criminal activity;
  - e. For drug-related criminal activity (Evidence of drug-related activity (use/possession of drugs and/or drug-related paraphernalia): The HA may consider enrollment in a court ordered drug rehabilitation/diversion program if there is an active drug-related charge against the applicant/participant. At PHA discretion, first offenders may be only granted an exception to the Zero Tolerance Policy only once (1) per Lifetime due to participation in court ordered drug rehabilitation/diversion program. Approval is not automatic. Repeat or habitual offenders will not be granted an exception to our Zero Tolerance Policy and rental assistance will be denied and/or terminated. The participant cannot elect to join a drug rehabilitation/diversion program in lieu of termination of assistance after the HA has discovered illegal drug-related activity. For consideration of one lifetime exception to our Zero Tolerance Policy, the following conditions must exist:
    - i. The applicant/participant must be a first time participant in a court ordered drug rehabilitation program for any drug-related offense that they are requesting an exception to our Zero Tolerance Policy, **and**
    - ii. The applicant/participant must have enrolled in the court ordered drug rehabilitation program prior to the date of the HA's discovery of the drug-related activity, **and**

- iii. Completion of the program must be achieved within the allowed time by the courts, **and**
- iv. Evidence of completion must be provided to the HA within 10 calendar days from the date of completion of the program.

If an exception to our Zero Tolerance Policy is granted by the PHA, the PHA will monitor compliance at the next regularly scheduled re-examination for determination of rental assistance eligibility and if it is found that the participant violation of court ordered rehabilitation/diversion requirements/obligations rental assistance will be denied and/or terminated.

- 2. Denying or terminating tenancy, in any Housing Authority owned rental unit, to any household containing a member that has engaged in prohibited criminal activity, and who has a history or pattern of criminal activity which would adversely affect the health, safety, or welfare of other tenants, unless that member can demonstrate the following:
  - a. Evidence of crime-free living within the last seven and no occurrence of criminal behavior (other than minor traffic offenses), **and**
  - b. Applicant/tenant must not have been incarcerated (in custody or doing any jail time) during the last seven for any action related to any prohibited criminal activity; **and**
  - c. Applicant/participant would not be a detriment to the health, safety, or welfare of his/her neighbors or the community in which they live; whose expected behavior would not have an adverse influence upon sound family and community life; who would not be a source of danger to the peaceful occupancy by the other tenants or cause damage to the premises or property of the Housing Authority or the immediate vicinity; **and**
  - d. Satisfactory adherence to all court and probation/parole mandated conditions for any action related to any prohibited criminal activity;
  - e. For drug-related criminal activity (Evidence of drug-related activity (use/possession of drugs and/or drug-related paraphernalia): The HA may consider enrollment in a court ordered drug rehabilitation/diversion program if there is an active drug-related charge against the applicant/participant. At PHA discretion, first offenders may be only granted an exception to the Zero Tolerance Policy only once (1) per Lifetime due to participation in court ordered drug rehabilitation/diversion program. Approval is not automatic. Repeat or habitual offenders will not be granted an exception to our Zero Tolerance Policy and rental assistance will be denied and/or terminated. The participant cannot elect to join a drug rehabilitation/diversion program in lieu of termination of assistance after the HA has discovered illegal drug-related activity. For consideration of one lifetime exception to our Zero Tolerance Policy, the following conditions must exist:
    - i. The applicant/participant must be a first time participant in a court ordered drug rehabilitation program for any drug-related offense that they are requesting an exception to our Zero Tolerance Policy, **and**
    - ii. The applicant/participant must have enrolled in the court ordered drug rehabilitation program prior to the date of the HA's discovery of the drug-related activity, **and**
    - iii. Completion of the program must be achieved within the allowed time by the courts, **and**
    - iv. Evidence of completion must be provided to the HA within 10 calendar days from the date of completion of the program.

If an exception to our Zero Tolerance Policy is granted by the PHA, the PHA will monitor compliance at the next regularly scheduled re-examination for determination of rental assistance eligibility and if it is found that the participant violation of court ordered rehabilitation/diversion requirements/obligations rental assistance will be denied and/or terminated.

3. Criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that domestic violence, dating violence, sexual assault, or stalking, provided that the victim member demonstrates the following:
  - a. The perpetrator of the domestic violence no longer resides in the assisted unit.
  - b. Applicant/tenant requesting exception based on 3 above shall complete HUD form 50066 within 14 business days after the HA has requested such certification in writing.
  - c. If the applicant/tenant does not provide the certification within 14 business days after the HA has requested such certification in writing, assistance may be denied/terminated.
4. Alerting all rental assistance program participants and tenants residing in Housing Authority owned housing about their obligation to keep rental units free from prohibited criminal activity.
5. Incorporating the HUD required Tenancy Addendum which includes grounds for termination of tenancy due to criminal activity into all rental leases used by the Housing Authority and requiring the use of said Tenancy Addendum for all private rental property owners in the county.
6. Conducting workshops for rental property owners and managers to stress the importance of screening potential tenants, inspecting the premises of rental property, and taking action against tenants engaged in criminal activity, fraud, or side payments.
7. Seeking a collaborative relationship with all law enforcement agencies within the County of Riverside and the Office of Inspector General to assist in the enforcement of this Amended Policy on Zero Tolerance Policy of Criminal Activity.
8. Screening all housing program applicants and participants including but not limited to the Riverside Superior Court online system, Consolidated Courts of the County of San Bernardino online system, Consolidated Courts of the County of Los Angeles online system, National Credit Reporting (or similar service), any and all available Sex Offender registries, and any other available sources (i.e. police reports, court records, information that is independently verifiable, law enforcement investigations and arrest warrants) to disclose any criminal background information.
9. Providing the Riverside County Sheriff Department with requested incident reports from Public Housing properties, to be used by the Crime Analysis unit in identifying crime patterns, series, and other potential problems.

## **EXHIBIT M CODE OF CONDUCT**

The Housing Authority of the County of Riverside strives to conduct business in accordance with core values and ethical standards. Professional conduct, ethical practices and adherence to all laws, regulations, and government codes are expected by all employees at all times. To ensure compliance with these standards, the following policies have been established:

### **PROHIBITED ACTIVITIES:**

1. Employees shall not engage in any employment, activity, or enterprise for compensation which is inconsistent, incompatible, in conflict with, or inimical to his or her duties, functions, or responsibilities in a position with the Housing Authority. Employees shall not perform any work, service or counsel for compensation outside of the agency where any part of his/her efforts will be subject to approval by any other officer, employee, board, or commission of this Housing Authority.
2. Prohibited activities shall include but not be limited to:
  - a. Acceptance of money or other consideration from anyone other than the Housing Authority for the performance of duties required or expected of him/her in the regular course of Housing Authority employment.
  - b. Performance of an act in other than his/her capacity as an officer or employee which act may later be subject directly or indirectly to the control, inspection, review, audit, or enforcement of any other officer or employee of the Housing Authority.
  - c. Any act wherein time demands would render performance of his or her duties as an officer or employee less efficient and productive.
  - d. Embezzlement and falsification of accounts as defined in the California Penal Code.

### **CONFLICT OF INTEREST POLICY**

1. To avoid potential conflicts of interest, or the appearance of such, it is the policy of this Housing Authority that:
  - A. No employee shall enter into any agreement, written or unwritten, without prior approval from the Assistant Executive Director or his designee, that involves any direct payment or other form of compensation as a result of any program administered by this Housing Authority, either directly or indirectly, through agreements with other parties.
  - B. No employee, officer, or agent of the Housing Authority shall participate directly or indirectly in the selection, award or administration of any contract if a conflict, real or perceived, would be involved. Such conflict would arise when a financial or other interest in the execution of a contract or in Housing Authority program participation is held by:
    - (1) An employee, officer, or agent involved in making the award;
    - (2) The relative of such a person (including, but not limited to, spouse/co-head or domestic partner or significant other, father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, father-in-law, mother in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister);
    - (3) The business partner of such a person; or someone with an interest in,
    - (4) An organization which employs, is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

### **THE CONSEQUENCES OF RULE VIOLATIONS:**

Any violation of prohibited activities shall be handled as for the acts set out under Section 2.I. (3) of the Agency's personnel policies on Discipline, Dismissal, and Review.

## **APPENDIX N**

### **PROGRAM INTEGRITY MONITORING (PIM)**

#### **INTRODUCTION**

The U.S. Department of HUD conservatively estimates that 200 million dollars is paid annually to program participants who falsify or omit material facts in order to gain more rental assistance than they are entitled to under the law. HUD further estimates that 12% of all HUD-assisted families are either totally ineligible, or are receiving benefits which exceed their legal entitlement.

The HA is committed to assuring that the proper level of benefits is paid to all participating families, and that housing resources reach only income-eligible families so that program integrity can be maintained. The HA will take all steps necessary to prevent fraud, waste, and mismanagement so that program resources are utilized judiciously.

This chapter outlines the HA's policies for the prevention, detection and investigation of program abuse and fraud.

#### **A. CRITERIA FOR INVESTIGATION OF SUSPECTED ABUSE AND FRAUD**

The HA's expectation is that participating families will comply with HUD requirements, provisions of the voucher, and other program rules. The HA staff will make every effort (formally and informally) to orient and educate all families in order to avoid unintentional violations. However, the HA has a responsibility to HUD, the County of Riverside, and to eligible families in need of housing assistance, to monitor participants and owners for compliance and, when indicators of possible abuse come to the HA's attention, to investigate such claims.

The HA will initiate an investigation of a participating family in the event of one or more of the following circumstances:

##### **1. Referrals, Complaints, or Tips**

The HA will follow up on referrals from other agencies, companies or persons which are received by mail, by telephone or in person, which allege that a family is in non-compliance with, or otherwise violating the family obligations or any other program rules. Such follow-up will be made providing that the referral contains at least one item of information that is independently verifiable. A copy of the allegation will be retained in the family's file in such a way as to protect and observe the confidentiality of the informant.

##### **2. Internal File Review**

A follow-up will be made if HA staff discovers (as a function of a certification or recertification, an interim redetermination, or a quality control review), information or facts which conflict with previous file data, the HA's knowledge of the family, or is discrepant with statements made by the family.

##### **3. Verification of Documentation**

A follow-up will be made if the HA receives independent verification or documentation which conflicts with representations in the family's file (such as public record information or credit bureau reports, reports from other agencies).

#### **B. STEPS THE HA WILL TAKE TO PREVENT PROGRAM ABUSE AND FRAUD**

The HA management and staff will utilize various methods and practices (listed below) to prevent program abuse, non-compliance, and willful violations of program rules by applicants and participating families. This policy objective is to establish confidence and trust in the management by emphasizing program education as the primary means to obtain compliance by families.

##### **1. Things You Should Know**

This program integrity bulletin (created by HUD's Inspector General) will be furnished to all applicants to promote understanding of program rules, and to clarify the HA's expectations for cooperation and compliance.

## **2. Program Orientation Session**

Mandatory orientation sessions will be conducted by the HA staff for all prospective program participants, either prior to or upon leasing of a unit. At the conclusion of all Program Orientation Sessions, the family representative will be required to sign a "Move In Checklist for New Tenants" to confirm that all rules and pertinent regulations were explained to them.

## **3. Resident Counseling**

The HA will encourage participants to communicate with their assigned Public Housing Property Manager and/or the HA to clarify any confusion pertaining to program rules and requirements.

## **4. Review and Explanation of Forms**

At appropriate times and/or at the family's request staff may explain all required forms and review the contents of all (re)certification documents prior to signature.

## **5. Use of Instructive Signs and Warnings**

Instructive signs such as the "What you should Know about EIV" form will be provided to participants prior to leasing a unit to reinforce compliance with program rules and to warn about penalties for fraud and abuse

## **6. Participant Certification**

All family representatives will be required to sign a briefing checklist, titled Move In Checklist for New Tenants", "Tenant Rules and Responsibilities", certification pages in the Eligibility Questionnaire and the Tenant Obligations as contained within the lease agreement.

## **C. STEPS THE HA WILL TAKE TO DETECT PROGRAM ABUSE AND FRAUD**

The HA Staff will maintain a high level of awareness to indicators of possible abuse and fraud by assisted families.

### **1. Quality Control File Reviews**

Prior to initial annual certification, and at the completion of all subsequent recertifications, a percentage of files will be reviewed. Such reviews shall include, but are not limited to:

- Assurance that verification of all income and deductions is present.
- Changes in reported Social Security Numbers or dates of birth.
- Authenticity of file documents.
- Ratio between reported income and expenditures.
- Review of signatures for consistency with previously signed file documents.
- All forms are correctly dated and signed.

### **2. Observation**

The HA Management and Occupancy Staff (to include maintenance and inspection personnel) will maintain high awareness of circumstances which may indicate program abuse or fraud, such as unauthorized persons residing in the household and unreported income. Observations will be documented in the family's file.

### **3. Public Record Bulletins**

Public Record Bulletins may be reviewed by Management and Staff.

### **4. State Wage Data Record Keepers**

Inquiries to State Wage and Employment record keeping agencies as authorized under Public Law 100-628, the Stewart B. McKinley Homeless Assistance Amendments Act of 1988, may be made annually in order to detect unreported wages or unemployment compensation benefits.

### **5. Credit Bureau Inquiries**

Credit Bureau inquiries may be made (with proper authorization by the participant) in the following circumstances:

- At the time of final eligibility determination

- When an allegation is received by the HA wherein unreported income sources are disclosed.
- When a participant's expenditures exceed his/her reported income, and no plausible explanation is given.

#### **D. THE HA'S HANDLING OF ALLEGATIONS OF POSSIBLE ABUSE AND FRAUD**

The HA staff will encourage all participating families to report suspected abuse to **the Program Integrity Monitoring (PIM) division at (800) 300-0439 or [www.programintegrity@rivcoeda.org](mailto:www.programintegrity@rivcoeda.org)**. All such referrals, as well as referrals from community members and other agencies, will be thoroughly documented, remain anonymous and/or placed in the participant's file. All allegations, complaints and tips will be carefully evaluated in order to determine if they warrant follow-up. The **HA Staff** will not follow up on allegations which are vague or otherwise non-specific. They will only review allegations which contain one or more independently verifiable facts.

##### **1. File Review**

An internal file review will be conducted to determine if the subject of the allegation is a client of the HA and, if so, to determine whether or not the information reported has been previously disclosed by the family. It will then be determined if the HA is the most appropriate authority to do a follow-up (more so than police or social services). Any file documentation of past behavior as well as corroborating complaints will be evaluated.

##### **2. Conclusion of Preliminary Review**

If at the conclusion of the preliminary file review there is/are fact(s) contained in the allegation which conflict with file data, and the fact(s) are independently verifiable, the HA Staff will initiate an investigation to determine if the allegation is true or false.

#### **E. OVERPAYMENTS TO OWNERS**

Not Applicable to the Affordable Public Housing Program

#### **F. HOW THE HA WILL INVESTIGATE ALLEGATIONS OF ABUSE AND FRAUD**

If the HA determines that an allegation or referral warrants follow-up, either the staff person who is responsible for the file, or a person designated by the Executive Director to monitor the program compliance will conduct the investigation. In all cases, the HA will secure the written authorization from the program participant for the release of information. The steps taken will depend upon the nature of the allegation and may include, but are not limited to:

##### **1. Credit Bureau Inquiries (CBI)**

In cases involving previously unreported income sources, a CBI inquiry may be made to determine if there is financial activity that conflicts with the reported income of the family.

##### **2. Verification of Credit**

In cases where the financial activity conflicts with file data, a *Verification of Credit* form may be mailed to the creditor in order to determine the unreported income source.

##### **3. Employers and Ex-Employers**

Employers or ex-employers may be contacted to verify wages which may have been previously undisclosed or misreported.

##### **4. Neighbors/Witnesses**

Neighbors and/or other witnesses may be interviewed who are believed to have direct or indirect knowledge of facts pertaining to the HA's review.

##### **5. Other Agencies**

Investigators, case workers or representatives of other benefit agencies may be contacted.

##### **6. Public Records**

If relevant, the HA will review public records kept in any jurisdictional courthouse. Examples of public



records which may be checked include (but not limited to): real estate, marriage, divorce, uniform commercial code financing statements, voter registration, judgments, court or police records, state wage records, utility records, postal records, etc.

**7. Department of Motor Vehicles (DMV)**

In cases involving suspected unauthorized tenants and/or unreported vehicles.

**8. Enterprise Income Verification (EIV) reports**

In cases involving unreported income and/or unreported employers

**9. Interviews with Head of Household or Family Members**

The HA will discuss the allegation (or details thereof) with the Head of Household or family member by scheduling an appointment at the appropriate HA leasing office. A high standard of courtesy and professionalism will be maintained by the HA staff person who conducts such interviews. Under no circumstances will inflammatory language, accusation, or any unprofessional conduct or language be tolerated by the management. If possible or as necessary, an additional staff person will attend such interviews.

**10. Other**

The HA may use any other resources or tools available.

**G. PLACEMENT OF DOCUMENTS, EVIDENCE AND STATEMENTS OBTAINED BY THE HA**

Documents and other evidence obtained by the HA during the course of an investigation will be considered "work product" and will either be kept in the participant's file, or in a separate "work file." In either case, the participant's file or work file shall be kept in a locked file cabinet. Such cases under review will not be discussed among HA Staff unless they are involved in the process, or have information which may assist in the investigation.

**H. CONCLUSION OF THE HA'S INVESTIGATIVE REVIEW**

At the conclusion of the investigative review, the reviewer will report the findings to the Executive Director or designee. It will then be determined whether a violation has occurred, a violation has not occurred, or if the facts are inconclusive.

**I. EVALUATION OF THE FINDINGS**

If it is determined that a program violation has occurred, the HA will review the facts to determine:

- The type of violation (procedural, non-compliance, fraud).
- Whether the violation was intentional or unintentional.
- What amount of money (if any) is owed by the family.
- If the family is eligible for continued occupancy.

**J. ACTION PROCEDURES FOR VIOLATIONS WHICH HAVE BEEN DOCUMENTED**

Once a program violation has been documented, the HA will propose the most appropriate remedy based upon the type and severity of the violation.

**1. Procedural Non-compliance (Pre-termination of Assistance or Pre-eviction Appointment)**

This category applies when the family "fails to" observe a procedure or requirement of the HA, but does not misrepresent a material fact, and there is no retroactive assistance payments owed by the family. Examples of non-compliance violations are:

- Failure to appear at a pre-scheduled appointment.
- Failure to return verification in time period specified by the HA.

**(a) Warning Notice to the Family**

In such cases a notice will be sent to the family which contains the following:

- A description of the non-compliance and the procedure, policy or obligation which was violated.
- The date by which the violation must be corrected, or the procedure complied with.

- The action which will be taken by the HA if the procedure or obligation is not complied with by the date specified by the HA.
- The consequences of serious or repeated (similar) violations.

## **2. Procedural Non-compliance - Overpaid Assistance.**

When the family owes money to the HA for failure to report changes in income or assets, the HA will issue a Pre-termination of Assistance or Pre-eviction Appointment letter. This Notice will contain the following:

- A description of the violation and the date(s).
- Any amounts owed to the HA, the amounts owed to the HA may also be provided at a later date in another notice such as a Notice to Quit.

### **(a) Participant Fails to Comply with HA's Notice**

If the Participant fails to comply with the HA's notice, and a family obligation and/or lease has been violated, the HA will initiate termination of assistance (Notice to Quit).

The family will be given the right to disagree and to request an informal hearing with instructions for the request of such hearing (unless the termination includes one or more elements where a grievance hearing is not afforded to the tenant in accordance with the Grievance Procedures governing the Affordable Public Housing Program.

### **(b) Participant Complies with HA's Notice**

When a family complies with the HA's notice, the staff person responsible will meet with him/her to discuss and explain the Family Obligation or program rule which was violated. The staff person will counsel the participant and may require that they sign Certified Statements regarding their family obligations with the understanding that the current or future incidents may result in termination.

## **3. Intentional Misrepresentations**

When a participant falsifies, misstates, omits or otherwise misrepresents a material fact which results (or would have resulted) in an under payment of the participants portion of rent to the HA, the HA will evaluate whether or not:

- The participant had knowledge that his/her actions were wrong, and
- The participant willfully violated the family obligations or the law.

### **(a) Knowledge that the action or inaction was wrong**

This will be evaluated by determining if the participant was made aware of program requirements and prohibitions. The participant's signature on various certifications, move in checklist form, rules and responsibilities, What is Fraud form, Personal Declarations, Eligibility Questionnaire certifications and receipt of What You Should Know about EIV are adequate to establish knowledge of wrong-doing.

### **(b) The participant willfully violated the law**

Any of the following circumstances will be considered adequate to demonstrate willful intent:

- An admission by the participant of the misrepresentation.
- That the act was done repeatedly.
- If a false name or Social Security Number was used.
- If there were admissions to others of the illegal action or omission.
- That the participant omitted material facts which were known to him/her (e.g., employment of self or other household member).
- That the participant falsified, forged or altered documents.
- That the participant uttered and certified to statements at an interim (re)determination which were later independently verified to be false.

## **4. Dispositions of Cases Involving Misrepresentations**

In all cases of misrepresentations involving efforts to recover monies owed, the HA may pursue, depending upon its evaluation of the criteria stated above, one or more of the following actions:

**(a) Criminal Prosecution**

If the HA has established criminal intent, and the case meets the criteria for prosecution, the HA will:

- Refer the case to the local State or District Attorney, notify HUD's Office of the Inspector General (OIG), and terminate rental assistance.
- Refer the case to HUD's OIG, and terminate rental assistance.

**(b) Administrative Remedies**

At its discretion, the HA will:

- Terminate assistance and demand payment of restitution in full.
- Terminate assistance and execute an administrative repayment agreement in accordance with the HA's Repayment Policy.
- Terminate assistance and pursue restitution through civil litigation.
- Continue assistance at the correct level upon repayment of restitution in full.
- Permit continued assistance at the correct level and execute an administrative repayment agreement in accordance with the HA's repayment policy.
- Collection of any debt owed through intercept of tax refunds through the Franchise Tax Board and/or IRS.

**5. The Case Conference (Meeting) for Serious Violations and Misrepresentations**

When the HA has established that material misrepresentation(s) have occurred, a Case Conference (Pre-Eviction Appointment) will be scheduled with the family representative and the HA staff person who is most knowledgeable about the circumstances of the case.

This conference will take place prior to any proposed action by the HA. The purpose of such conference is to review the information and evidence obtained by the HA with the participant, and to provide the participant an opportunity to explain any document findings which conflict with representations in the family's file. Any documents or mitigating circumstances presented by the family will be taken into consideration by the HA. The family may be given ten (10) days to furnish any mitigating evidence.

A secondary purpose of the Participant Conference is to assist the HA in determining the course of action most appropriate for the case. Prior to the final determination of the proposed action, the HA will consider:

- The duration of the violation and number of false statements.
- The family's ability to understand the rules.
- The family's willingness to cooperate, and to accept responsibility for his/her actions
- The amount of money involved.
- The family's past history
- Whether or not criminal intent has been established.
- The number of false statements.
- Any other information relevant to the participant's tenancy.

**6. Notification to Participant of Proposed Action**

The HA will notify the family of the proposed action no later than **30-60** days after the case conference by mail.