

## 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 or for 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: ~~Witness Relocation, Referrals by the Court Program (A program run by Riverside County Family and Dependency Drug Courts), Foster Care Youth (A program of the Council for Youth Development), families whose head of household or co-head are 75 years of age and older;~~ 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, including homeless, and
- 2) Rent Burdened or homeless
- 3) Working Families with dependent minor children or Elderly families or Disabled families
- 4) Qualified veterans and/or qualified families 75 years of age and older do not have to meet the rent-burdened or homeless preference.
- 5) Homeless Foster Care Youth, ages 18 to 22, who have aged out of foster care

### **Second Level**

- 1) County of Riverside Residency Preference, including homeless, and
- 2) Non-Rent Burdened, 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 with 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 PHA, 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 PHA, 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	\$750
			2 bedroom	\$900
			3 bedroom	\$950
223	C015	Idylwild Street	2 bedroom	\$800

**F. East County Flat Rents**

AMP SITE	Prev. Project Number	Community	Bedroom Size	Flat Rate
224	C001	Beaumont	3 bedroom	\$750
			4 bedroom	\$800
225	C002	Banning	2 bedroom	\$800
231	C018	Desert Hot Springs	2 bedroom	\$750
			3 bedroom	\$800
232	C010	Cathedral City	2 bedrooms	\$850
233	C041	Indio	2 bedrooms	\$850
			3 bedrooms	\$900
			4 bedrooms	\$1000
234	C009/C017 C031	Thermal I Thermal II	2 bedrooms	\$750
			3 bedroom	\$800
			4 bedroom	\$875
			5 bedroom	\$950
235	C027	Mecca	3 bedroom	\$725
			4 bedroom	\$800
			5 bedroom	\$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 a 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.

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
1	1	32 (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 III 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.

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 Zero 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). ~~Zero income~~ 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 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 disturbances 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 in 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 an 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.

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 Zero 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 Payments (URP). Zero-income 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 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 within the U.S. or its Territories, or an original Social Security Card in the absence of an original Certified Abstract of Birth. 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 preparing 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 benefit. 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(I) (6)(B) of the United States Housing Act of 1937, as amended (42 U.S.C. § 1437d(1)(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 a 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 therefor, 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 H.A.'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 site 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 is 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 PHA 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 preferences 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:**

	Location (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 D. Ave.; 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 L. Wild Dr.; San Jacinto, CA 92583	2	14
	Area #2	5 <sup>th</sup> Street 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
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, 56-642, 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

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.

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**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.

	<u>Flat Rate Charge</u>
<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" - 120"	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)	1.50 a yard or portion thereof
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.	Hall/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	2.00
o. “O” ring replacement (faucets)	10.00
p. “Lift” stoppers (bathroom sinks, showers) whole assembly replacement	2.00 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	5.00
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. Boiler 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) 1.00 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) 50.00  
 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 20.00  
 h. Thermocouples (with 4) 15.00  
 i. Safety shut-off valves 75.00  
 j. Burner & Oven knobs 10.00

**14. EXTERIOR**

a. Water 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-to-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 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 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 areas.

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 Specialist, 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 allowed on the premises per unit.

**Limitation on size/weight of animal**

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 rule**

- 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 area 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 in the resident household 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.

**DRAFT**

## **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 or 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.

**DRAFT**

**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 cable 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 objectives 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 must be 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 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 (909) 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 record 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 5(d) 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 Size 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, 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 the 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 does not include employment and may not include political activities; *Exempt individual.* An adult who: (1) Is 62 years of age 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); 382c), 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 30 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 if 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 term 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 when we 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 Dish:** 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 database 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.megansky.ca.gov](http://www.megansky.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 give 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 raid or arrest warrant.

Criminal activity as listed above, misdemeanor and felony the same, will hereinafter be called "prohibited criminal activity." "Minor traffic offense" 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 five 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 960.207 (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 five 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 five seven for any action related to any prohibited criminal activity; **and**
  - c. Applicant/tenant should 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 HA 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 five 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 five years 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 PHA 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 (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 a, 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 stop 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. Interim 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 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 HUD" 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](http://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 reported 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 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 a family payment of the participant's 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**

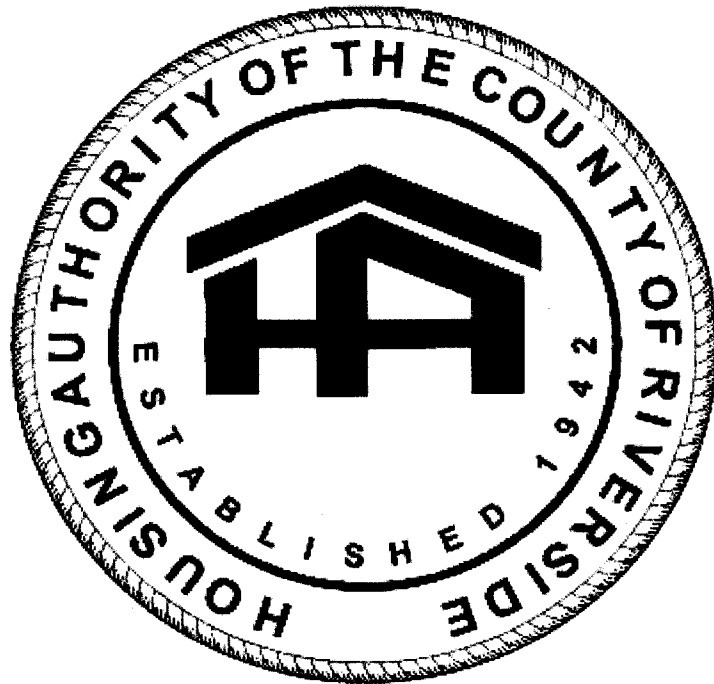
The HA will notify the family of the proposed action no later than **30-60** days after the case conference by mail.



**ATTACHMENT**

**E**

**DRAFT HOMEOWNERSHIP PLAN**



**ADMINISTRATIVE PLAN  
FOR THE HOMEOWNERSHIP PROGRAM**

**Housing Authority of the  
County of Riverside**

**20134- Draft**

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## **GENERAL PROVISIONS**

The Public Housing Reform Act of 1998 includes language that allows the United States Department of Housing and Urban Development (HUD) to assist Section 8 Housing Choice Voucher Program (HCVP) recipients to purchase a home. HUD published the Section 8 Homeownership Program Final Rule that implemented this option under Section 8(y) of the U.S. Housing Act of 1937 that authorized a public housing agency (PHA) to provide tenant-based assistance for an eligible family that purchases a home. The rule became effective on October 12, 2000. CFR 982.625(c)(1)(i) enables the Housing Authority to provide monthly homeownership assistance payments to eligible families.

The Housing Choice Voucher (HCV) Homeownership Program (HP) allows qualified participants the option to purchase a home and use the HCV Housing Assistance Payment (HAP) towards mortgage payments and other allowable housing costs.

The purpose of the Homeownership Program Administrative Plan is to establish policies for carrying out the program in a manner consistent with HUD requirements and local objectives. The Plan covers both admission and participation in the program. The HACR is responsible for complying with all changes in HUD regulations pertaining to these programs. If such changes conflict with this Plan, HUD regulations will have precedence.

The HACR's policies and practices are designed to provide assurances that all persons with disabilities will be provided reasonable accommodations so that they may fully access the housing program. Persons requiring special accommodations due to a disability must notify the HACR in writing, of their needs. The reasonable accommodation request will be verified via a Licensed Professional and then reviewed by the HACR. The HACR will provide written notification of either the approval or denial of the reasonable accommodation request. In matters where the HACR has discretion, waivers to existing policy shall be determined by the Executive Director or designee.

## **A. FAMILY ELIGIBILITY REQUIREMENTS**

The HCV Homeownership Program (HP) of the Housing Authority of the County of Riverside (HACR) is available to qualified Housing Choice Voucher participants. Participation in the Homeownership Program is voluntary. Applicants must meet the following criteria to be considered for the HACR HP.

### **1. First-Time Homeowner**

An eligible Section 8 HCVP family must be considered a first-time home buyer. A first-time home buyer means that no member of the household has had any interest or ownership in any residence during the three years before applying for homeownership assistance or at the commencement of participation in the homeownership program. The purchaser must sign a sworn application attesting that they have not owned a home or have been included on a home loan. In addition, the last three years tax returns will be reviewed to ascertain that no mortgage interest or real estate tax deductions have been claimed.

Single parents or displaced homemakers who owned a home while married or resided in a home owned by a spouse also qualify as first time homebuyers provided that three years have passed since homeownership ended.

### **2. Minimum Income Requirements**

Calculation of income-eligibility for the purpose of admission to the HCV Homeownership Program will be conducted under the guidelines for HCV rental assistance as noted in this Administrative Plan.

The head of household, spouse and/or other adult member(s) of the household that will hold title to the home must have a combined annual gross income of not less than 50% of the Area Median Income (AMI) adjusted for the family size.

A family whose income does not meet the 50% AMI requirement, but does meet all other HP requirements, may request admission provided the family can demonstrate that the annual income is not less than the HUD minimum requirement established below:

- a. In the case of a disabled family, the monthly Federal Supplemental Security Income (SSI) benefit for an individual living alone (or paying his or her share of food and housing costs) multiplied by twelve; or
- b. In the case of other families, the Federal minimum wage multiplied by 2,000.

In addition, a family that meets the applicable HUD minimum income requirement described above, but not the HACR minimum income limit of 50% AMI, shall be considered to satisfy the minimum income requirement only if:

- a. The family demonstrates that it has been pre-qualified or pre-approved for financing;
- b. The pre-qualified or pre-approved financing meets any HACR established requirements under 982.632 for financing the purchase of the home (including qualifications of lenders and terms of financing); and
- c. The pre-qualified or pre-approved financing amount is sufficient to purchase housing that meets HQS in the HACR's jurisdiction.

Welfare assistance may not be included in the minimum gross annual income above, except for elderly or disabled families. Welfare assistance includes payments from Cal Works/TANF (Cash Aid for needy families), Supplementary Security Income (SSI) that is subject to an income eligibility test, food stamps, general assistance (GA); or other welfare assistance as specified by HUD.

### **3. Minimum Employment Requirements**

One or more adult members of the household that will hold title to the home must be currently employed and working not less than an average of 30 hours per week and has been so continuously employed for one year prior to execution of the sales agreement.

Once escrow has closed, employment by the adult member of the household that holds title to the home must continue at least 30 hours per week. Should an event arise that the homeowner loses employment a 90 day grace period will be granted for them to regain fulltime employment.

Employment requirements do not apply to elderly or disabled families that otherwise qualify for HP. A family with a member with disabilities may request an exemption from the work requirements if needed as a reasonable accommodation for the disabled family member. HACR and HUD minimum income requirements still apply.

The HACR's Executive Director and/or designee may also consider whether and to what extent an employment interruption is considered permissible in satisfying the employment requirement. The Executive Director and/or designee may also consider successive employment during the one-year period and self-employment in a business.

The family must still meet the overall minimum income requirements outlined in Section 2.

### **4. Minimum Down Payment Requirements**

- a. The family must demonstrate the ability to provide a minimum of three percent **(3%)** down payment on the home.
- b. At least one percent **(1%)** of the **down payment** must come from the family's personal resources. CFR 982.625(g)(1)

c. FSS participants may use FSS escrows towards this requirement. Families with an Individual Development Account (IDA) may also count these funds towards the minimum down payment.

**5. Other Program Requirements**

- a. The family must be under HCV rental assistance in Riverside County for the most recent 12 consecutive months prior to application for HCV Homeownership.
- b. The family must have completed an initial HCV lease term and completed the family's first annual recertification in the HCV Program. The family must terminate a current lease agreement in compliance with the lease when transitioning into homeownership.
- c. The family must verify that no family member has previously defaulted on a mortgage loan assisted under the HCV HP.
- d. All families will be required to complete a series of 15 workshops through Community Action IDA Program and provide verification of workshop completion. Working families will be required to complete the application process to gain entry into the IDA Program so they may earn a 2:1 match of savings. Workshops may include the following:
- First Time Home Buyers Information
  - Lenders Language and Procedures
  - Home Safety: Fire and Earthquake
  - Selecting a Realtor and the Right Home
  - Basic Repair & Maintenance
  - Budgeting
  - Balancing Your Checkbook
  - Understanding Credit & Credit Cards
  - Credit Repair
  - Debt Management
  - Financial Planning
  - Borrowing Basics (basic concepts of loans)
- d. The head of household and any adult member that will hold title to the home must successfully complete a HUD approved 8 hour homeownership and housing counseling program. At a minimum, the counseling will cover the following:
- Home Maintenance
  - Budgeting and money management
  - Credit Counseling
  - Financing
  - Locating a home
  - Fair housing, predatory lending
  - Truth in lending, RESPA
- e. Family members may not owe any debt to the HACR or other Housing Authority. EIV will be run to determine if the family has/had owed any debts to any Housing Authority. If it is found that the family owes money to any Housing Authority, they

will be disqualified from utilizing this program.

- f. The family must maintain good tenant standing with its landlord and the HACR. The family must provide a letter from their landlord when entering this program. The letter must certify that the family has paid rent on time for the past 12 months, is current with rent and has kept the rental unit in good repair (ie: no damage beyond normal wear and tear).
- g. The designated Head of Household must actively participate in the Family Self-Sufficiency (FSS) program with homeownership as one of the established goals.
- h. The family must also:
  - Comply with HUD Family Obligations under the HCV Program. If the HA has mailed out one or more pre-termination appointments within the past 3 years for either failing to provide and/or other program violations, the family will be disqualified from utilizing the homeownership program until such time that this requirement is met;
  - Adhere to the requirements of their lease agreement;
  - Not have outstanding debts to the landlord or to any utility company;
  - Report all Household Income;
  - Pass the most recent Housing Quality Standards (HQS) inspection with no tenant-caused failure items.

## **B. Eligible Units**

HCV Homeownership assistance may be used to purchase units within the jurisdiction of the HACR that are under construction or already existing at the time the family is approved for homeownership. The family unit size will be determined as it is for the Housing Choice Voucher rental program.

### **1. Unit types**

- a. One unit property (single family residence).
- b. A single dwelling unit in a cooperative, condominium or planned use development.
- c. A manufactured home with a permanent foundation, if the family has the right to occupy the same site for a period of at least forty (40) years.
- d. The unit must be seller occupied or vacant for at least ninety (90) days; an exception is where the tenants are purchasing the unit in which they have been residing.
- e. The unit must pass HQS.

Depending on the unit size selected by the family, the HACR may approve the purchase of a unit up to one bedroom size larger than the authorized payment standard the family qualifies for and the unit must be deemed affordable (the family's portion cannot be higher than 50% of gross income).



## **2. HCV Housing Quality Standards**

The unit must be inspected by the HACR and satisfy the Housing Quality Standards (HQS) for the HCV Program before HP assistance can begin. The HQS inspection will be completed prior to the independent inspection to prevent the family from the added expense of an inspection in the event the home has major damage or necessary repairs that the Seller will not agree to repair and/or the buyer, made aware of the repairs, no longer wishes to purchase the home.

In the event the subject property receives a public complaint after escrow closes or is visibly in disrepair, the HACR reserves the right to conduct a HQS inspection.

## **3. Independent Inspection**

The unit must be inspected by a certified independent inspector designated and paid by the family, and pre-approved by the HACR. The inspector must be a member of the California Real Estate Inspectors Association, the American Society of Home Inspectors, or the International Conference of Building Officials. This inspection must cover, at a minimum, all major building systems and components including:

- Foundation and structure
- Housing interior and exterior
- Roofing
- Plumbing
- Electrical systems
- Heating systems

The HACR must receive and approve a copy of the inspection report before HP assistance will commence. The HACR may disapprove a unit for assistance under HP because of information obtained through the inspection report, even if the unit passes the HQS inspection. If the HACR or 3<sup>rd</sup> party (such as entity providing down payment assistance) calls out additional repairs, the buyer will be required to pay a re-inspection fee to the certified inspector who completed the original home inspection.

## **4. Other Requirements for Eligible Units**

The seller of the home may not be on the HUD list of debarred and suspended contractors, or subject to a limited denial of participation under 24 CFR Part 24.

## **C. Homeownership Confirmation Letter**

Once approved for participation in the HCV HP, the family will be issued a confirmation letter subject to the following requirements:

- The family must execute a statement in which the family agrees to comply with

all family obligations under the Homeownership Option.

- **Selection Period:** The family will be given **90 calendar days** to locate a home to purchase. Within two weeks prior to the end of the selection period, if the family has not yet selected a home, the family may submit a written request to the HACR for **one 30 day extension**. The extension request must include the reason for the extension and outline the family's search efforts. The extension request will be reviewed and verified by the HACR and if an extension is granted, the family will receive a revised Confirmation Letter with the new Selection Period expiration date. Any extension granted is at the discretion of the HACR and the availability of funds to provide monthly mortgage assistance.
- After a home is chosen during the 90 day Selection Period, the family will be given **90 calendar days to open and close escrow**. The *opening* of escrow must occur no later than the last day of the Selection Period.
- It is the family's responsibility to find a home that meets the criteria for voucher homeownership assistance.
- The HACR may require families unable to locate a suitable unit during the Selection Period to wait for a period of one (1) year to re-apply for HP.
- The family must report its progress towards locating and purchasing a unit if requested by the HACR.

If the family is unable to locate an acceptable unit for purchase during the Selection Period, the HACR may, at its discretion, allow the family to remain leased up under the HCV rental voucher.

If the family submits a purchase contract to the HACR that is not approved due to reasons other than the family's lack of compliance, the family may request an extension using the process outlined above in this paragraph under Selection Period.

#### **D. Purchase Agreement**

Prior to execution of the offer to purchase, or the Purchase Agreement, the financing terms must be provided by the family to the HACR for approval.

The Purchase Agreement must include the following:

- Specify the price and other terms of the sale by the seller to the purchaser.
- Provide that the purchaser will arrange for a certified inspection of the unit by an independent certified inspector selected by the purchaser.
- State that the purchaser is not obligated to purchase the unit unless such inspections are satisfactory to both the HACR and purchaser.
- Provide that the purchaser is not obligated to pay for any necessary repairs.
- Provide that the purchaser is not obligated to purchase if the mortgage financing terms, or any other terms, are not approved by the HACR, and

- Contain a seller certification from the HACR that the seller has not been debarred, suspended, or subject to a limited denial of participation in accordance with 24 CFR Part 24.

### **E. Affordability**

The purchase price of the home must be affordable to the family, as determined by the HACR and the Lender. The price shall be considered affordable if the monthly homeownership expenses payable by the family do not exceed fifty percent (50%) of the family's total monthly gross income.

### **F. Financing of Purchase**

The family must allow the HACR to review the terms of the mortgage secured to purchase the property before close of escrow. The HACR may disapprove proposed financing, refinancing or other debt if the HACR determines that the debt is unaffordable to the family or if the HACR determines that the lender or the loan terms do not meet HACR or HUD qualifications. The family must locate and qualify for a mortgage that meets the following requirements:

- a. The mortgage must be determined to be affordable by the HACR. The HACR may take into account expenses such as interest, taxes and insurance when determining affordability. The family's portion of the monthly homeownership expenses may not exceed (50%) of the family's total monthly gross income.
- b. Short-term mortgages with large final "balloon payment" will not be allowed.
- c. Interest only mortgages will not be allowed.
- d. Only fully amortized, fixed rate mortgages will be allowed.
- e. The family may not obtain private first mortgage financing from a family member or any other private source.
- f. The mortgage must be provided, insured, or guaranteed by the State or Federal government and comply with secondary mortgage market underwriting requirements.

### **G. Calculation of Homeownership Assistance Payment**

Calculation of income for the purpose of determining income eligibility for admission to the program and/or determining the family's total tenant payment will be conducted under the guidelines for the HCV rental assistance program except as otherwise noted in this section.

#### **1. Occupancy of Home**

The HAP will only be paid while the family resides in the home. If the family moves out of the home, the HACR will discontinue payment of the HAP commencing with the month after the family moves out.

- a. Amount of monthly homeownership assistance payment. While the family is residing in the home, the HACR shall pay a monthly homeownership assistance payment on behalf of the family that is equal to the lower of the payment standard minus the total tenant payment; or the family's monthly homeownership expenses minus the total tenant payment.
- b. Initial Payment Standard. The initial payment standard for a family is the lower of the payment standard for the family unit size (Voucher size); or the payment standard for the size of the home.
- c. Payment Standard for subsequent reexaminations. Reexaminations (interims and annual reexaminations) will use a Payment Standard that is the greater of the payment standard as determined in accordance with the initial payment standard at the commencement of homeownership assistance; or the Payment Standard in effect at the time of the reexamination as determined using the requirements of Section F(4)(b) G(1)(b) of this plan. At no time will the HACR use a Payment Standard less than the initial Payment Standard at the close of escrow.
- d. The HACR will use the same Payment Standard schedule, Payment Standard amounts, and Subsidy Standards for the HP as for the rental voucher program.
- e. Exception rent areas. If the home is located in an exception payment standard area, the HACR must use the appropriate payment standard for the exception payment standard area.
- f. Affordability of housing costs. Total monthly homeownership expenses payable by the family as defined in (g) below must be less than (50%) of the family's total gross income.
- g. Homeownership expenses. The HACR will use the following expenses to determine the total homeownership expense for calculation of the HAP:
  - Principal, interest, taxes and insurance (PITI) and mortgage insurance/private mortgage insurance (Mi/PMI), if applicable on initial mortgage debt and any refinancing of such debt,
  - Real estate taxes may not exceed 2%.
  - Utility allowance for the home as determined by the HACR.
- h. If a member of the family is a person with disabilities, such debt may include debt incurred by the family to finance costs needed to make the home accessible for such person, if the HACR has determined that allowance of such costs as homeownership expenses is needed as a reasonable accommodation for the disabled family.

## **2. Cooperative and Condominiums**

For cooperative members only (owners of condos) the following cooperative charges will also be used toward the homeownership expense:

- a. Charges included in the cooperative occupancy agreement including payment for real estate taxes and public assessments on the home;

b. Cooperative or condominium operating charges or maintenance fees assessed by the condominium or cooperative homeowner association.

### **3. HAP Payment**

a. The HACR will pay the HAP according to the terms established in the agreement the HACR and Lender have entered into. If the assistance payment exceeds the amount due to the lender, the excess will be paid directly to the family.

b. The HACR will provide the lender with notice of the amount of the HAP and amount of the family's portion of the total homeownership expenses prior to close of escrow.

c. Procedure for termination of homeownership assistance.

- The family shall be entitled to the same termination notice and informal hearing procedures set forth in this Administrative Plan for participants in the HCV rental assistance program.

d. Automatic termination of HAP.

- Homeownership assistance for a family terminates automatically 180 calendar days after the last HAP paid on behalf of the family. The HACR has the discretion to grant relief from this requirement in those cases where automatic termination would result in extreme hardship for the family.

### **4. Income Changes**

a. Changes in income must be reported in writing within 10 days of the occurrence. Changes will be processed if they are anticipated to continue for sixty (60) or more days and is a monthly increase or decrease of \$100 or more. Once these changes have been verified, the HACR will process an interim to be applied the first of the following month the change was reported.

### **H. Maximum Term of Homeownership Assistance**

The time limits below apply to all family members having an ownership interest in the unit during the time that homeownership payments are made; and, the spouse of any member of the household who has an ownership interest in the unit during the time that homeownership payment are made. Except in the case of a family that qualifies as an elderly or disabled family, all families, including families that become elderly during the term of the homeownership assistance are subject to the following maximum terms:

- Initial mortgage term of twenty (20) years or longer. The maximum term of homeownership assistance will be fifteen (15) years.
- Initial mortgage term of less than twenty (20) years. The maximum term of homeownership assistance will be ten (10) years.

If, during the course of homeownership assistance, the family ceases to qualify as

elderly or disabled, the maximum term as defined in Section G will become applicable from the date homeownership assistance commenced. The HACR will provide a family at least six (6) months of homeownership assistance after the maximum term becomes applicable provided the family is otherwise eligible to receive homeownership assistance in accordance with 682.634.

The initial maximum term limit applies if the family receives assistance for more than one home purchase, even if received from another housing authority.

**I. Portability**

The HACR will permit portability of the homeownership assistance (the HACR's portion) to another jurisdiction, provided the receiving jurisdiction operates a similar homeownership program for which the applicant qualifies and for which the receiving PHA is accepting new homeownership families.

**1. Incoming Portable Families**

- a. May purchase a unit within the jurisdiction of the HACR, provided the HACR is accepting new homeownership families at the time of the purchase.
- b. Must be under HCV rental assistance in Riverside County for the most recent 12 consecutive months prior to application for HCV homeownership.
- c. Must meet the education, counseling, and all other HP requirements of the HACR.
- d. Must be certified by initiating Housing Authority that the family is in good standing with that HA and Landlord.

The HACR must promptly notify the initial HA if the Family has purchased an eligible unit under the program, or if the family is unable to purchase a home within the maximum time established by the HACR.

**2. Outgoing Portable Families**

Outgoing portable families need to adhere to the following:

- a. Purchase a unit within the receiving jurisdiction, provided they operate a homeownership program and they are accepting new homeownership families at the time of the purchase.
- b. Must meet the education, counseling, and all other HP requirements of the receiving Housing Authority.
- c. Must be certified by the initiating HACR that the family is in good standing with the Housing Authority and Landlord.
- d. The initiating HACR must promptly notify the HA, if the Family has purchased an eligible unit under the program, or if the family is unable to purchase a home within the maximum time established by the HA.

## **J. Move with Continued Tenant-Based Assistance**

A family receiving HACR homeownership assistance may purchase and move to a new unit with continued voucher homeownership assistance as long as no family member owns any title or other interest in the prior home. A family receiving homeownership assistance may move to a new unit with continued voucher homeownership assistance no more than once every five (5) years and the total of such assistance terms is subject to the maximum term described in this paragraph.

### **1. Purchase of a new unit**

A family receiving homeownership assistance may purchase and move to a new unit with continued assistance, provided that the family fulfills all requirements of the HP at the time of the purchase of the new unit. The following applies to a family purchasing a new unit under the HP:

- a. The family will not be eligible to move with continued assistance for a period of Five (5) years after the initial purchase.
- b. The HACR may, at its discretion, require the family to complete a new housing counseling program or receive additional counseling prior to close of escrow.
- c. The requirement that the family must be a first time homebuyer is not applicable.
- d. The HACR may deny permission to move with continued assistance in the case of lack of funding or if the HACR has denied or terminated assistance to the family under section M below.

### **2. Sale of Original HP Unit and Return to Tenant-Based Rental Assistance**

The HACR may, at its discretion, allow a family to return to tenant-based rental assistance. The following applies to a family returning to tenant-based rental assistance:

- a. The HACR may deny permission to move with continued assistance in the case of lack of funding or if the HACR has denied or terminated assistance to the family as defined under Section K of this plan.
- b. The HACR will not commence continued tenant-based assistance for occupancy of a rental unit so long as any family member owns any title or other interest in the home previously assisted through the HP. In addition, Eighteen (18) months must have passed since the family's receipt of homeownership assistance.

## **K. Denial or Termination of Assistance**

The HACR shall deny or terminate homeownership assistance for the family in accordance with the following:

- Failure to report all household income.
- Failure to comply with Housing Authority County of Riverside HCV Homeownership Program requirements.
- Failure to comply with any HUD Family Obligations.
- Failure to meet the Housing Authority of the County of Riverside's Zero Tolerance Policy
- The family defaults on the mortgage(s).

**L. Recapture**

The HACR will not recapture any Homeownership Voucher payments unless there was an act of fraud or misrepresentation of material facts in order to obtain a benefit. The HCV HP recapture provision does not apply to any other program funds that may be used in the transaction.

**M. Program Size and Waiver or Modification of Homeownership Policies**

The Executive Director (ED) of the HACR, and/or designee shall have the discretion to waive or modify any provision of the Homeownership Program or policies not governed by statute or regulation for good cause or to comply with changes in HUD regulations or directives. The ED and/or designee may limit homeownership assistance to families in accordance of CFR 982.626 (b).

For fiscal year 2011-2012, the HACR has established a homeownership assistance limit of no more than 16 families.

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