

# POLICY FOR THE MANAGEMENT OF HOUSING AUTHORITY-OWNED PROPERTIES “PROPERTY MANAGEMENT POLICY”

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# **POLICY FOR THE MANAGEMENT OF HOUSING AUTHORITY-OWNED PROPERTIES “PROPERTY MANAGEMENT POLICY”**

This Policy has been adopted to guide staff in the selection of and continued occupancy of residents of Housing Authority-owned units.

## **1.0 APPLICANT AND TENANT RIGHTS**

**Confidentiality.** The Housing Authority will maintain the confidentiality of applicant and tenant information. All information provided to the AHA regarding domestic violence, dating violence, or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence and may neither be entered into any shared database nor provided to any related entity, except to the extent that the disclosure (a) is requested or consented to by the individual in writing, (b) is required for use in an eviction proceeding, or (c) is otherwise required by applicable law.

**Equal Opportunity.** The Housing Authority will ensure equal opportunity and nondiscrimination on grounds of race, color, religion, national origin, ancestry, sex (includes, but is not limited to, pregnancy, childbirth, or medical conditions related to pregnancy or childbirth, as well as gender identity and gender expression), sexual orientation, familial status, marital status, physical or mental disability, medical condition, source of income or age from participating in, or benefiting from, any Housing Authority program. Also refer to Appendix A.

## **2.0 REASONABLE ACCOMMODATION**

When the Housing Authority has received and verified the need for a reasonable accommodation, the Housing Authority will respond as quickly as possible, including initiating requests for necessary documentation from the Applicant or Tenant and any third parties. The Housing Authority will respond to the Applicant or Tenant regarding the accommodation request within 14 days of receipt of all required information and verifications. The Housing Authority will ask the Applicant or Tenant what specific accommodation is being requested. If the disability for which the reasonable accommodation is being requested or the disability-related need for the requested accommodation is not readily observable, the Housing Authority will seek verification of the disability and / or the disability-related need from a third party. If the Housing Authority finds the requested accommodation reasonable, it will be granted. If the initial finding of the Housing Authority is that the requested accommodation is not reasonable, the Housing Authority will initiate an informal interactive process with the Applicant or Tenant to determine if there is an alternative, reasonable accommodation that would be effective and can be granted. The Housing Authority will notify the Applicant or Tenant of the final decision in writing. An appeal to the Housing Authority's final decision can be made through the Housing Authority's established ADA / Section 504 grievance procedures, or any other process provided by law.

It is the policy of the AHA to ensure that communications with applicants, residents, employees, and members of the public with disabilities are as effective as communications with others.

AHA, including its employees and contractors, shall furnish appropriate auxiliary aids and services, where necessary, to afford individuals with disabilities, including individuals with hearing, visual, or cognitive disabilities, an equal opportunity to participate in, and enjoy the benefits of, the programs, services, and activities conducted by the AHA.

“Auxiliary aids and services” include, but are not limited to: (1) qualified sign language interpreters, written materials, telecommunications devices for deaf persons (TDDs), or other effective methods of making aurally delivered materials available to individuals with hearing impairments; and (2) qualified readers, taped texts, audio recordings, large print materials, or other effective methods of making visually delivered materials available to individuals with visual impairments.

The individual will submit his/her request for auxiliary aids or services to the appropriate AHA staff person. For applicants, the request should be addressed to the caseworker processing the file. For tenants, the request should be addressed to the Senior Property Manager.

All requests shall be dated and time-stamped upon receipt by the AHA. Staff should contact an individual within three business days of receipt of the individual’s request if more information is needed to ascertain whether the planned means of communication will ensure effective communication.

### **3.0 IMPROVING ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY (LEP)**

The Housing Authority has completed an analysis of applicants and tenants to determine those with Limited English Proficiency (LEP). To address the needs of LEP applicants and tenants, the Housing Authority has developed a Language Access Plan (LAP). The LAP includes the following:

1. Introduction and federal requirements;
2. A description of the analysis;
3. The LAP (e.g., access measures, oral and written interpretations, outreach, and noticing;
4. How the LAP will be distributed and how staff will be trained; and
5. How monitoring and updating of the LAP will be accomplished.

The LAP is available to the public at the Housing Authority office or on the website for the Housing Authority of the City of Alameda (AHA). The Housing Authority has determined that it serves a significant population of people with limited English proficiency who speak Spanish, Chinese, Vietnamese, and Tagalog as their primary language. This list of languages changes with updates to the LAP, so please refer to the LAP for the current listing of required languages. While the Housing Authority will take any reasonable efforts to address the needs of all people with limited English proficiency regardless of language spoken, the LAP includes specific steps to be taken for the above referenced languages.

## 4.0 PROPERTY MANAGEMENT UNITS

### 4.1 Occupancy Limits

The maximum number of household members who can reside in the unit without a reasonable accommodation will be two people per bedroom with one additional person in the living space.

<u>No. of Bedrooms</u>	<u>Minimum No. of Persons</u>	<u>Maximum No. of Persons</u>
0	1	2
1	1	3
2	2	5
3	3	7
4	4	9
5	5	11

The minimum number of persons in a Property Management unit with no assistance is one person per bedroom. For units with assistance including, but not limited to, HOME units, Project-Based Voucher units, and very-low (at or below 50% of Area Median Income [AMI]) and low-income (at or below 80% of AMI) units at Independence Plaza, the minimum and maximum persons in the unit may be further restricted due to the program rules governing the unit. The most restrictive requirements will apply.

A Live-in Aide in most cases will be allocated one bedroom where available. The family of a Live-in Aide also may occupy the unit if overcrowding does not result, but the Live-in Aide and family will only be allocated one bedroom.

The subsidy standards for HOME units will be a unit with the fewest number of bedrooms that meets the following occupancy standard:

- One bedroom for each two persons within the household, except in cases of reasonable accommodation.

### 4.2 Filling Vacant Units

In general, vacant units will be filled in the order in which they are returned and ready for leasing. AHA may offer an incentive to tenants to occupy a specific unit if there is a business need (for example, an expiring PBV contract). An applicant may not wait for a future vacancy if there is an available unit which meets their household size. If the applicant refuses a unit at a site, the applicant will be removed from the site-specific waiting list.

If the unit does not have a waiting list associated with it (see section 5.2 for a list of waiting lists maintained for the Property Management units), applications will be accepted for the unit until filled or closed. The unit shall be listed on the Housing Authority's website and/or in the lobby for a specified time, until the unit is filled, or until a sufficient number of applications have been received to make it likely a qualified candidate will be found. If after filling the unit, there are still **approved** applications, the Property Manager will create an interest list of those applications

only for other vacancies within the next 120 days. After 120 days, from the date the unit is first listed, applications will not be considered current and will become inactive. This does not require further notification to the applicant and is not an action open to appeal. If another unit without a waiting list becomes vacant within the 120 days, the unit may be offered to the person on the interest list with the earliest application received date. Approved applications are applications that the screening process was completed at the same time as the selected applicant, including criminal history and credit checks.

For purposes of fulfilling Reasonable Accommodation requests, emergency transfers (such as for issues covered under VAWA), and immediate administrative transfers, the Executive Director or designee can approve a transfer into a vacant unit operated under a different wait list. This does not apply to units operated under a Project-Based Voucher contract except as allowed under the program rules for the Project-Based Voucher program.

## **5.0 TAKING APPLICATIONS**

The application constitutes the basic record of each Applicant for admission. Each Applicant is required to supply the information requested on the application form, including declaring any preference(s) to which the family believes it qualifies, and to certify the accuracy of the information provided. The Housing Authority reserves the right to verify the information. Incomplete application forms will not be considered for processing.

### **5.1 Application Process**

For the Section 8 waiting lists, refer to the Administrative Plan.

As the need arises, the Housing Authority will open the applicable site-based Affordable waiting list or Independence Plaza (IP) Moderate list to accept pre-applications or applications (both referred to as “applications” throughout this Policy). The Housing Authority may take applications in a variety of ways, including:

- Open enrollment, or
- First-come, first-served, or
- A lottery system to add a specific number of applicants to a waiting list.

Any opening of the waitlist must be approved in writing by the Executive Director. When opening a waiting list, the Housing Authority will provide all relevant information, including dates and times applications will be accepted, what preferences may be claimed, and any criteria specific to a unit or complex (e.g., applicants for all IP units must have a head of household that is 62 years of age; other family members must be at least 55 years of age).

Persons with disabilities who require a reasonable accommodation to complete an application may request an accommodation as specified in the waiting list announcement which may include mailing or e-mailing a request. Completed applications will be notated with a date and time of submission to the Housing Authority if the date and time was the method of ordering outlined in the waiting list

announcement. The Housing Authority will specify the method of submission in the announcement, which may include online submissions. In the case of a lottery, the order in which the Applicants are randomly selected will be used in lieu of the date and time received for waiting list placement.

When the Independence Plaza Affordable waiting list is reopened after a closure, tenants residing in Moderate units will be given the opportunity to complete an application.

## **5.2 Waiting Lists**

The Housing Authority maintains several waiting lists:

- Section 8 Housing Choice Voucher – Refer to the Administrative Plan.
- Section 8 Project-based Voucher lists – Refer to the Administrative Plan.
- Independence Plaza Affordable – This list is used to fill the units designated for seniors with income below 80% of AMI.
- HOME Wait List. This list is used to fill all HOME units at China Clipper, the Condos, Lincoln House, and Sherman Street. Units at the Condos are for seniors only, so households not meeting the eligibility criteria will be passed over when filling a condo unit.
- Independence Plaza (IP) Moderate – This list is specifically used to fill units not designated as “affordable” at Independence Plaza, the “Moderate” units. These units are income capped at 120% of AMI.

## **5.3 Placement on the Waiting List**

When the family is selected for placement on the waiting list, the Housing Authority will notify the family in writing of its inclusion on the list. E-mail notification can fulfill this requirement. In the event two or more Applicants with identical preferences are placed on the waiting list, their order of selection will be determined by the date and time of application or by the order in which the family was randomly selected in the lottery process.

Applicants are assigned preference points that aggregate for each waiting list. For the Section 8 waiting lists, refer to the Administrative Plan. For the Affordable waiting lists, the ranking is as follows:

1. Residency preference. Any person living, working, or staying in a homeless shelter in the city of Alameda. (6 points)
2. Family preference. Any person who is a senior (62 years of age or older) or a family where the head of household or spouse is disabled. (3 points)
3. Veteran’s preference. This preference applies to a member of the military, a veteran who was discharged or released under conditions other than dishonorable, or a surviving spouse (i.e., as defined by the Department of Veteran Affairs.) (2 points)
4. Identification of accessibility needs. Any family needing features of accessibility for a disability will be identified on the waiting list and be offered

units with those features before families that may be higher on the waiting list not needing those features of accessibility.

The Housing Authority will maintain the number of very-low units required by the agreement for the funding for IP (29 very-low units) and total affordable units (65 very-low and low units). The Housing Authority will house families off the IP affordable list according to their verified income level subject to meeting regulatory requirements. The Housing Authority may change the unit mix based on funding needs and future funding needs.

For the IP Moderate list, there are two preferences, the residency preference and the veteran's preference. The same point values apply.

Waiting lists are separate. Placement on one list does not deny a person from applying for placement on another list.

#### **5.4 Reporting Changes**

Applicants must report changes in family composition, income, or preference factors in writing. The Housing Authority will annotate the Applicant's file. The Housing Authority also will update the Applicant's preferences or family composition which could affect the family's place on the waiting list(s) (e.g., moving from Alameda will result in the loss of the residency preference, moving to or obtaining a job in Alameda will result in gaining the residency preference.)

The Housing Authority will not allow family members to be added to an application unless it is due to birth, adoption, court-awarded custody, legal guardianship, marriage, civil union, registered domestic partnership, other operation of law, or a reasonable accommodation for an existing family member.

#### **5.5 Selecting Families from the Waiting List**

The Housing Authority has developed this selection process to ensure that Applicants on the waiting list are selected fairly. This policy prohibits discrimination and favoritism toward friends or relatives, or other situations in which there may be a conflict of interest.

The second phase of the application process takes place when the family nears the top of the waiting list. The Housing Authority will ensure that verification of preferences, income, suitability and other selection factors are current to determine the family's final eligibility for tenancy in a Housing Authority-owned unit.

If multiple families are selected from the waiting list at the same time, the family whose file is complete first may be offered the available unit, but the applicants with a higher waiting list position must have been outreached to prior to or at the same time as the selected family.

The family must sign the Authorization for Release of Information/Privacy Act Notice and the Applicant's/Tenant's Consent to the Release of Information forms. A family's refusal to sign these consent forms and to supply required information will result in denial of eligibility. Applications for moderate rate units (ones without assistance) will be charged a non-refundable application fee of \$25 per adult.



If a family does not qualify for a claimed preference, the family will be returned to the appropriate place on the applicable waiting list. The Housing Authority will notify the family in writing of this determination.

## **5.6 Applicant Interviews**

All applicants who fail to keep a scheduled appointment with the Housing Authority will be sent a notice of denial of admission. The Housing Authority will allow the family to request to reschedule one time the appointment for good cause. When good cause exists for missing an appointment, the Housing Authority will work closely with the family to find a more suitable time. Requests for a reasonable accommodation are exempted from this limitation where the need for the accommodation can be verified.

If the family misses the rescheduled appointment, the applicant family will be sent a notice denying admission and will be removed from the waiting list.

## **5.7 Removal from the Waiting List**

The Applicant will be removed from a specific site-based waiting list when the Applicant:

- Becomes ineligible.
- Misses a scheduled appointment without good cause or without having requested postponement as a reasonable accommodation.
- Refuses an offer of housing without good cause. Good cause is defined as:
  - a. A medical professional verifying that the Applicant has a medical emergency;
  - b. A court verifying that the Applicant is serving on a jury, which has been sequestered;
  - c. A copy of a lease verifying a lease commitment;
  - d. Death of a family member; or
  - e. Other good cause as determined by the Executive Director or designee (e.g., military service).
- Fails to respond within allotted time frame to the Housing Authority's attempts to contact the Applicant for information, updates, or to determine continued interest (See "Accommodation for the Disabled" below). Or
- Requests in writing to be removed, including from families who receive Section 8 assistance.

Removal from one list does not affect the family's placement on any other waiting list.

## **6.0 RIGHT OF REFUSAL**

An Applicant will receive one offer for a unit at the property represented by the waiting list.

If the Applicant is unable to move at the time of the offer and presents clear evidence (i.e., “good cause”), which substantiates this situation to the Authority’s satisfaction, the applicant will not be removed from the site-based waiting list. Good cause is defined in Section 5.7. Good cause may be used only twice. On the third time to be selected for a unit, the applicant will be removed from the list except in cases of a request for accommodation to a disability that is reasonable and granted by the Housing Authority.

The Housing Authority will verify that the Applicant-claimed circumstances exist.

If a family refuses an offer, the family will be removed from the applicable site-based waiting list. To be considered again for a unit at this site, the family will have to submit a new application when the applicable waiting list is open for new applications.

Removal from one list does not affect the family’s placement on any other waiting list.

### **6.1 Accommodation for the Disabled**

The Housing Authority system of removing applicant names from the waiting list will not violate the rights of persons with disabilities. If an applicant claims within 120 days of being removed from the waiting list that his or her failure to respond to a request for information or updates was caused by a disability, the Housing Authority will verify that there is in fact a disability and the disability caused the failure to respond, and consider the possibility of reasonable accommodation pursuant to the Housing Authority’s established reasonable accommodation process. Only the Executive Director may grant an exception to this time limit. An example of a reasonable accommodation would be to reinstate the applicant to his or her original place on the applicable waiting list.

If the Applicant would have come to the top of the list and been offered a unit if he or she had not been removed, the Applicant will be placed at the top of the applicable list for the next available assistance.

### **7.0 NOTIFICATION OF NEGATIVE ACTIONS**

The Housing Authority will notify applicants whose names are being removed from the waiting list in writing that they have 14 calendar days from the date of the written correspondence to request an informal review and to present verification of mitigating circumstances. The letter also will indicate that the Applicant’s name will be removed from the waiting list for failing to respond within the 14 calendar days. In cases where the decision is based on a report, the report will be included.

### **8.0 ELIGIBILITY FOR ADMISSION**

There are three basic eligibility requirements for admission to a Housing Authority owned unit. The family must:

1. Meet program requirements; (Refer to the Administrative Plan for additional information for Section 8 programs or the HOME Program Guidebook for that program.) (See Appendix D for eligibility requirements by complex.)
2. Sign consent authorization documents, and
3. Meet Housing Authority screening criteria.

## 8.1 Eligibility Criteria

### 1. Program Requirements.

- a. **Income Eligibility.** A family may not be admitted to any property management complex without meeting the income requirements (with some exceptions for Independence Plaza – see below). Income eligibility varies with the housing program, generally because of the type of funding used to finance the purchase of the complex. See Appendix D for a summary of these limits.

Applicants for units without voucher assistance should have income that is equal to twice the monthly rent amount.

Applicants for units at Independence Plaza for unassisted and low-income should have income that is equal to twice the monthly rent amount. Applicants for very-low units with assets less than \$5,000 and whose income is only Social Security may qualify with if their income is greater than 1.75 times the rent. Applicants, who are on both the Affordable and Moderate Waiting Lists, may choose to take the first available unit, a moderate unit, with a rent that exceeds 50 percent of his/her income while continuing to wait for their name to reach the top of the affordable wait list. In other cases, income may appear to be too low; however, if the applicant has assets sufficient to draw upon to cover rent for a reasonable period of time, the income requirement will be met.

Applicants cannot have assets valued at more than \$50,000 except for funds invested in an IRS-recognized retirement fund such as a 401K for move-ins after January 20, 2016. Also, applicants cannot own real property that has housing on it.

- b. **Age Requirements for Seniors Complexes.** Age requirements exist for complexes designed for seniors, which include Anne B. Diament Plaza, Lincoln/Willow, Senior Condos, and Independence Plaza.

**Anne B. Diament Plaza:** The head of household and all other members of the family must be 62 years of age or older. The age requirement does not apply to a live-in aide.

**Lincoln/Willow:** The head of household and all other members of the family must be 62 years of age or older. The age requirement does not apply to a live-in aide.

**Senior Condos:** The head of household and all other members of the family must be 62 years of age or older. The age requirement does not apply to a live-in aide.

**Independence Plaza:** The head of household must be 62 years of age or older. All other family members must be a person who resides with the head of household and is at least 55 years of age or a spouse/domestic partner. The age requirement does not apply to a live-in aide.

The Housing Authority will comply with all state and federal laws governing senior properties, including the federal Fair Housing Amendments Act, the

federal Housing for Older Persons Act, the California Fair Employment and Housing Act, and the California Unruh Civil Rights Act.

2. **Signing Consent Forms.** Each member of the family who is at least 18 years of age, or an emancipated minor, shall sign one or more consent forms. The authorization to release the information requested by the consent form expires 15 months after the date the consent form is signed.
3. **Suitability.** Applicant families will be evaluated to determine whether, based on their recent behavior, they could reasonably be expected to comply with the lease. The Housing Authority will look at past conduct as an indicator of future conduct. Emphasis will be placed on whether a family's admission could reasonably be expected to have a detrimental effect on the community's environment, other tenants, Housing Authority employees, or other people residing in the immediate vicinity of the property. Families will be denied admission if they fail to meet the suitability criteria.

In assessing suitability, Housing Authority will consider objective and reasonable aspects of the family's background, including the following:

1. History of meeting financial obligations, especially rent;
2. Ability to maintain (or with assistance would have the ability to maintain) housing in a decent and safe condition based on living or housekeeping habits and whether such habits could adversely affect the health, safety, or welfare of other tenants;
3. History of criminal conviction by any household member involving crimes of physical violence against persons or property and any other criminal conviction including drug-related criminal activity that would adversely affect the health, safety, or well-being of other tenants or staff or cause damage to the property (individual assessment of the nature of the offense, the time expired since the conviction, and any mitigating factors may be made);
4. History of disturbing neighbors or destruction of property;
5. Having committed fraud with regard to the receipt of governmental benefits;
6. History of abusing alcohol in a way that may interfere with the health, safety, or right to peaceful enjoyment by others;
7. Applicant's ability to meet tenancy requirements;
8. Whether applicant qualifies for a rental unit with features of accessibility for people with a disability.

The Housing Authority will ask applicants to provide information demonstrating their ability to comply with the essential elements of the lease. The Housing Authority will verify the information provided. Such verification may include, but may not be limited to, the following:

1. A credit check of all adult family members;
2. A rental history check of all adult family members; and
3. A criminal record check and a check of the State's lifetime sex offender registration program on all adult household members, including live-in aides.

This check will be made through local law enforcement or court records in those cases where the household member has lived in the local jurisdiction for the last three years. Where the individual has lived outside the local area, the Housing Authority may contact law enforcement agencies where the individual had lived or request a check through the Federal Bureau of Investigation's National Crime Information Center. The Housing Authority may also use a 3<sup>rd</sup> party criminal records check. Whether any criminal history will disqualify a household member will depend on an evaluation of the nature of the offense, the time expired since any conviction, and any mitigating factors.

## 9.0 GROUNDS FOR DENIAL OF TENANCY

The Housing Authority is not required or obligated to assist an applicant. Grounds for denial of a housing unit include:

1. Failure to meet any of the eligibility criteria in 8.1. This includes the following:
  - One eviction within the past four years; however, the Housing Authority will consider documented extenuating circumstances (e.g., owner foreclosure, illness that results in substantial medical costs, recent positive references from landlords).
  - Credit history that shows an accumulation of bad debt of \$6,000 or more or more than half of credit accounts showing poor credit ratings or charge-offs. Exceptions may be granted for debt accumulated as the result of illness/hospitalization or student debt and/or recent positive references from landlords. Exceptions may be granted for poor credit due to a foreclosure or pending foreclosure.
  - Involuntary termination of assistance from any government-subsidized housing unit in the last three years or having committed fraud, bribery, or any other corrupt or criminal act related to such programs.
  - Criminal History:

Type of Criminal Activity	Years Screening for Convictions
Engaging in drug-related criminal activity currently in past or pattern of alcohol or drug use that may threaten the health, safety, or peaceful enjoyment of the premises by other residents based on credible evidence.	7
Violent criminal activity, defined by HUD as any criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage [24 CFR 5.100]	7

Criminal activity that may threaten the health, safety, or right to peaceful enjoyment of the premises by other residents or persons residing in the immediate vicinity	7
Criminal activity that may threaten the health or safety of property owners and management staff, and persons performing contract administration functions or other responsibilities on behalf of the AHA (including a AHA employee or a AHA contractor, subcontractor, or agent).	7
Crimes Against Persons (for example: assault, kidnapping, etc.)	7
Crimes against Property (arson, burglary, theft of car, fraud, robbery, vandalism, etc.)	7
Monetary Crimes against Property (bad checks, embezzlement, blackmail, larceny, etc.)	5
Crimes Against Society (drugs, weapons, etc.)	7
Crimes Against Society (impair or perverts the law, disorderly conduct, driving under the influence, drunkenness-related, pornography, etc.)	5

The fact that an applicant or tenant was arrested for a disqualifying offense shall not be treated or regarded as proof that the applicant or tenant engaged in disqualifying criminal activity. The arrest may, however, trigger an investigation to determine whether the applicant or tenant actually engaged in disqualifying criminal activity. As part of its investigation, the AHA may obtain the police report associated with the arrest and consider the reported circumstances of the arrest. The AHA may also consider any statements made by witnesses or the applicant or tenant not included in the police report; whether criminal charges were filed; whether, if filed, criminal charges were abandoned, dismissed, not prosecuted, or ultimately result in an acquittal; and any other evidence relevant to determining whether or not the applicant or tenant engaged in disqualifying activity.

The following will be grounds for automatic disqualification of a household member:

- Any adult conviction of drug-related criminal activity for the production or manufacture of methamphetamine.
- Lifetime registration under a state sex offender registration program.
- Owing rent or other amounts to a previous landlord, including a housing authority.

- Breaching the terms of a payment agreement with the Housing Authority, unless the family repays the full amount of the debt covered in the agreement prior to being selected from the waiting list.
  - Not meeting the age requirements for occupancy in a senior complex.
2. Not supplying requested information or documentation in a timely manner, or willfully providing incomplete or false information;
  3. Refusing to sign consent forms for obtaining information.
  4. Failing to meet the Housing Authority's income standards for affordable or moderate units, barring some exceptions for Independence Plaza applicants as outlined in Section 8.1.
  5. Failing to meet the Housing Authority's occupancy screening criteria.
  6. Failing to obtain a minimum criteria scoring by a 3<sup>rd</sup> party vendor on rental history. Scoring determined by Housing Authority (currently 250) and uniformly applied by 3<sup>rd</sup> party vendor.

The Housing Authority will use definitions outlined in the Section 8 Administrative Plan where they are not otherwise provided in this document.

#### **9.1 Victims of Domestic Violence**

The Housing Authority acknowledges that a victim of domestic violence, dating violence, or stalking may have an unfavorable history that would warrant denial under the Housing Authority's policies. If the Housing Authority makes a determination to deny admission, the Housing Authority will offer the applicant the opportunity to provide documentation affirming that the cause of the unfavorable history is that a member of the applicant family is or has been a victim of domestic violence, dating violence, or stalking.

#### **9.2 Mitigating Circumstances**

The Housing Authority will make every effort to follow the guidelines set forth in this document. Applicants denied assistance may offer mitigating circumstances for the Housing Authority to consider. The Housing Authority will consider all mitigating circumstances and respond in writing within 14 calendar days with its decision.

### **10.0 UPDATING THE WAITING LIST**

The Housing Authority will periodically update waiting lists to ensure that the pool of applicants reasonably represents the interested families for whom the Housing Authority has current information (i.e., applicant's address, family composition, income category, and preferences). E-mail notification can fulfill this requirement.

### **11.0 VERIFICATIONS**

The AHA may use various methods to verify family information, including:

- Up-front Income Verification (UIV)
- Written Third-Party Verification

- Written Third-Party Verification Form
- Oral Third-Party Verification
- Tenant Declaration

Refer to the Administrative Plan for more information about these methods of verification for Applicants to Section 8 Programs.

### 11.1 **Family Verifications**

For Applicants to Section 8 Programs, refer to the Administrative Plan.

**Ages of Family Members.** A birth certificate or other official record of birth is the preferred form of age verification for all family members. For elderly family members, an original document that provides evidence of the receipt of social security retirement benefits is acceptable.

If an official record of birth or evidence of social security retirement benefits cannot be provided, the AHA will require the family to submit other documents that support the reported age of the family member (e.g., school records, driver's license - if birth year is recorded) and to provide a self-certification.

**Family Relationships.** Applicants are required to identify the relationship of each household member to the head of household. Family relationships are verified only to the extent necessary to determine a family's eligibility and level of assistance. Certification by the head of household normally is sufficient verification of family relationships.

A certified copy of a divorce decree or other court record is required to document that a couple is divorced or legally separated. If no court document is available, the head of household will be required to certify that the divorce or separation has taken place.

If an adult member who was formerly a member of the household is reported to be permanently absent, the family must provide evidence to support that the person is no longer a member of the family (e.g., documentation of another address at which the person resides such as a lease or utility bill).

Third-party verification from the state or local government agency responsible for the placement of the individual with the family is required for individuals placed in an applicant's household by such agency.

**Disabilities.** The Housing Authority will verify a claimed disability for purposes of reasonable accommodation, unit modification, or eligibility. The Housing Authority may inquire about the disability to determine if the applicant:

- Needs an applicant-requested reasonable accommodation of a policy or procedure or a unit needs to be modified due to a disability.
- Is qualified for a dwelling available only to persons with disabilities.
- Is qualified for a priority available to persons with disabilities.

The Housing Authority will not inquire about the nature or extent of a person's disability or a person's diagnosis or details of treatment for a disability or medical condition. If the Housing Authority receives a verification document that provides such information, the Housing Authority will not place this information in the tenant



file. Under no circumstances will the Housing Authority request a participant's medical record(s).

## **11.2 Preferences**

**Residency Preference.** The Housing Authority will verify a residency preference claimed by an applicant using:

Applicant must provide one items from Category A and one from Category B. If the applicant cannot provide one from Category A, then two documents from Category B may be accepted by staff or alternate documentation in extenuating circumstances such as homelessness:

- Category A:
- Lease
- Driver's License
- Letter from employer or other documentation of working in the City of Alameda
- Category B:
- 3 consecutive utility bills (including telephone, but not cell phone bill)
- Tax return for the period of residency
- Car registration (if the items from Category A is not a driver's license)
- Other government documentation (e.g. Social Security benefit letter)

If, at the time of application, the applicant's last permanent address was in the City of Alameda, the applicant will be given the residency preference.

**Veteran's Preference.** The Housing Authority will verify a veteran's preference claimed by an applicant using:

- DD214 form to verify veteran and discharge status of a family member or the spouse of a deceased veteran. Merchant Marines who served in active oceangoing service from December 7, 1941, to August 15, 1945, are considered veterans.
- U. S. military card to verify current military service.

**Family Preference.** This preference applies only to the Affordable waiting lists. Verification for this preference will be completed in conjunction with family verifications.

## **11.3 Income**

Income reported by the family will be verified. Social Security numbers are gathered to verify employment or other sources of income. The definition of annual income found at 24 CFR 5.609 will be used in the calculation of annual income for determinations of eligibility. (For continued eligibility after move in, AHA reserves the right for unsubsidized units to substitute the LIHTC eligibility criteria, if no other income calculation process is prescribed by the funding.) In cases where the applicant does not have a Social Security number, the applicant shall provide the

AHA enough information to complete the needed verifications. **Earned Income.** Unless tip income is included in a family member's W-2 by the employer, persons who work in industries where tips are standard will be required to sign a certified estimate of tips received for the prior year and tips anticipated to be received in the coming year.

**Business and Self-Employment Income.** Business owners and self-employed persons will be required to provide all of the following:

- An audited financial statement for the previous fiscal year if an audit was conducted.
- A profit and loss statement for the last 12 months or the length of the business being in operation. The business owner or self-employed person must certify to its accuracy.
- All schedules completed for filing federal and local taxes for the preceding two years.
- Bank statements for the last 12 months.

The business owner/self-employed person will be required to submit the information requested and to certify to its accuracy at all future reexaminations.

At any reexamination the Housing Authority may request documents that support submitted financial statements such as manifests, appointment books, cash books, or bank statements.

If a family member has been self-employed less than three months, the Housing Authority will accept the family member's certified estimate of income and schedule an interim reexamination in three months. If the family member has been self-employed for three to 12 months the Housing Authority will require the family to provide documentation of income and expenses for this period and use that information to project income.

**Periodic Payments and Payments in Lieu of Earnings.** To verify the SS/SSI benefits, the Housing Authority will request the most current SSA benefit letter from each family member that receives social security benefits. If the family is unable to provide the document(s), the Housing Authority will ask the family to request a benefit verification letter by either calling SSA at 1-800-772-1213, or by requesting it from [www.ssa.gov](http://www.ssa.gov) and to provide it to the Housing Authority.

**Alimony or Child Support.** The Housing Authority will seek verification for alimony and child support. The method of verification differs depending on whether the family declares that it receives regular or irregular payments.

If the family declares that it **receives regular payments**, the AHA will request a record of payments for the past 12 months through the local or state government entity and request that the entity disclose any known information about the likelihood of future payments or will obtain verification directly from the person paying the support.

Other methods of obtaining this information might include a copy of a separation or settlement agreement or a divorce decree stating amount and type of support and payment schedules, copy of the latest check and/or payment stubs, or the family's self-certification of amount received and of the likelihood of support

payments being received in the future, or that support payments are not being received.

If the family declares that it **receives irregular or no payments**, in addition to the process listed above, the family must provide evidence that it has taken all reasonable efforts to collect amounts due. This may include a statement from any agency responsible for enforcing payment that shows the family has requested enforcement and is cooperating with all enforcement efforts. If the family has made independent efforts at collection, a written statement from the attorney or other collection entity that has assisted the family in these efforts.

Note: Families are not required to undertake independent enforcement action.

**Zero Annual Income Status.** For families claiming no annual income, the Housing Authority will verify that certain forms of income such as unemployment benefits, TANF, SSI, etc. are not being received by the household. Any adult family member claiming zero income will be required to complete the Housing Authority's Zero Income Statement form. The Housing Authority will follow up with the family to determine if the situation has changed. The Housing Authority may follow up as often as monthly.

Amounts disclosed on the Zero Income Statement that are determined to be family support will be added to the family's income.

#### **11.4 Income from Assets**

**Retirement Accounts.** The Housing Authority will accept an original document from the entity holding the account dated no earlier than 12 months before that reflects any distributions of the account balance, any lump sums taken and any regular payments. If the statement is over 60 days old, the household must also furnish documentation within the last 60 days confirming the amount of distribution.

**Total Assets.** The total amount of assets cannot exceed \$50,000 per individual in the household, excluding amounts in IRS-recognized retirement funds (such as a 401K).

#### **11.5 Mandatory Deductions for income calculation**

Refer to the Administrative Plan for deductions related to Section 8 Housing Choice Voucher holders or tenants for the Section 8 project-based voucher program. The mandatory deductions at 24 CFR 5.611 apply to all fixed HOME units where the gross income of the family is over 80% of the area median income. For Independence Plaza, there are no deductions.

The mandatory deductions are:

- \$480 for each dependent;
- \$400 for any elderly family or disabled family;
- The sum of the following, to the extent the sum exceeds three percent of annual income
  - Unreimbursed medical expenses or any elderly family or disabled family;
  - and

- Unreimbursed reasonable attendant care and auxiliary apparatus expenses for each member of the family who is a person with disabilities, to the extent necessary to enable any member of the family (including the member who is a person with disabilities) to be employed; and
- Any reasonable child care expenses necessary to enable a member of the family to be employed or to further his or her education.

## 12.0 TENANT RENT

### 12.1 Rent Amount

Because funding sources are different for the following units, the rents are determined in the following manner:

HOME Units (various locations): These units have rents that cannot exceed the HUD-established HOME rents for these units. The Section 8 utility allowance applies.

Independence Plaza Affordable Units: Local Tax Increment – There are flat rents regulated by State law (Health and Safety Code, Section 50053) for the units designated for very low-income and low-income applicants.

Moderate Units: Annually, a market survey will be conducted and reasonable, comparable rents will be established. Also, the rents for units not restricted under an affordability requirement will be set at a reasonable level, either in-line with the market, the Low Income Housing Tax Credit (LIHTC) maximum rent, the HOME High Rent if applicable, or the Housing Choice Voucher payment standard minus a utility allowance.

Contract Rents for Project-Based Units or Units Occupied by Housing Choice Voucher holders. Rents are set by the Housing Authority's HUD-approved independent entity (currently the Oakland Housing Authority) following HUD guidelines for rent reasonableness, the Housing Authority payment standards and utility allowances.

### 12.2 Paying Rent and Other Charges

**Rent.** Rent is payable in full on the first day of each month. The Finance Payment window will be open posted hours as noticed to tenants. Payment may be made by mail or in person at the Housing Authority at 701 Atlantic Avenue, Alameda, CA 94501-2161. Payment may be made at other times by placing the payment in the mail slot. The Housing Authority may, at its own discretion, offer electronic methods for rent payment.

**Maintenance and Repair Charges.** These charges are due and payable on the first day of the first month following the month in which the charges are posted. Residents who dispute maintenance charges may request a review by the Maintenance Supervisor, who will review the evidence of damage (e.g., photographs, repair bills, etc.). A determination will be made within 30 calendar days whether to retain, reduce, or eliminate the charges. This decision is final unless the charges result in a notice to terminate tenancy. In the case of a notice of termination, the resident may request an informal grievance hearing.

**Method of Payment.** Payment may be made by personal check, cashier's check or money order made payable to the Housing Authority or by credit or debit card, when the Housing Authority makes these options available. Cash will not be accepted.

Third-party checks from individuals will not be accepted except in exceptional circumstances and as approved by the Executive Director. Third-party checks from non-profits, social services, agencies and faith groups will be accepted on occasional, emergency basis.

**Returned Check Fees.** A returned check charge will be assessed according to the Rental Agreement for any check returned by the bank for any reason. Submission of a bad check will require that all payments from a Tenant be made by money order or cashier's check for a period of three months. After that time, the Tenant will again be permitted to pay by personal check if he or she wishes.

**Delinquency.** Rent is due on the first day of the month and is considered late if not received by 4:00 p.m. on the fifth day of the month, or by 4:00 p.m. of the next business day, if the fifth day is a weekend or holiday.

The period from the first day to the fifth day is not a grace period; a Notice to pay or quit may be served any time after the first day, or after the first business day, if the first day falls on a weekend or holiday. Once this Notice has been issued, the Authority will accept only the full amount due without authorization from the Executive Director or designee.

**Installment payments.** Installment payments are permitted only when the Tenant has entered into a written payment agreement. Late charges do not apply when such a payment agreement is in place. Payment agreements are permitted in unusual circumstances. Refer to Section 19.

If an installment is not received according to the payment agreement terms, the total amount owed becomes due immediately. If the total amount owed is not paid, a Notice to pay or quit may be served.

If payment is not received before expiration of the Notice, an Unlawful Detainer (Eviction) will be filed.

## **13.0 RENTAL AGREEMENTS**

Rental Agreements (i.e., Leases) for HOME units will be approved by the City of Alameda prior to use.

### **13.1 Execution of Rental Agreement**

The Housing Authority will enter into 12-month Rental Agreements with Applicants for HOME units and PBV units, and for units with HCV participants. After the initial 12-month period, the rental agreement will be on a month-to-month basis unless there are circumstances related to reasonable accommodation, violence against women act, or other legally mandated reasons. The Executive Director may approve leases for less than 12-months for extenuating circumstances, including in anticipation of units being removed from the rental market due to renovation.

All adult members of the family are required to sign and, therefore, execute the Rental Agreement prior to move in. A copy will be provided to the Tenant. Other

items also will be provided to new Tenants and will, at a minimum, include the Schedule of Charges for Maintenance Services. These documents become part of the Rental Agreement.

### **13.2 Security Deposit**

In most cases, the Security Deposit is due when the Rental Agreement is executed. If payment of the security deposit imposes a financial hardship, the Housing Authority may enter into a written agreement to allow for payment by installment.

The following are the security deposit amounts by bedroom size:

- 1- Bedroom units: \$750
- 2- Bedroom: \$1,000
- 3- Bedroom and above: \$1,500

Upon termination of a Rental Agreement, the security deposit, less any outstanding charges, will be returned to the Tenant within 21 calendar days as required by State law.

### **13.3 Canceling, Re-executing, or Modifying a Rental Agreement**

If a signer of the rental agreement is no longer a member of the household for any reason, a lease amendment will be required and by all remaining adult members of the household will need to sign, provided the household is eligible for continued occupancy. If all remaining members are minors, the action taken will be determined on a case-by-case basis.

If a Tenant transfers to another dwelling unit, the existing rental agreement will be cancelled and a new rental agreement executed before the transfer takes place.

If the Tenant's status changes or any other change occurs that could affect the rental agreement, or if the Authority desires to waive any provisions of the rental agreement with respect to the Tenant, the rental agreement will be cancelled and a new rental agreement or an amendment to the existing rental agreement may be executed.

### **13.4 Reasonable Accommodations**

The Housing Authority, as landlord, will grant reasonable accommodations necessary because of a disability. The following are examples of possible reasonable accommodations (this list is illustrative only, not exclusive):

- Providing a unit with an extra bedroom or placing the tenant on a waiting list for the next available unit of the appropriate configuration under the proper funding source.
- Transferring a resident to a fully-accessible unit;
- Installing fire alarms that alert with lights rather than sound when the resident has a hearing disability.
- Installing a wheelchair ramp to a unit.
- Installing grab bars in bathrooms.

### **13.5 Terminating a Rental Agreement and Eviction**

Termination of a Tenant's rental agreement will be in accordance with the provisions of the rental agreement and applicable state and federal law. The legal process also may include a civil court proceeding in which the Tenant has the opportunity to present a defense. If the eviction goes to court, the court will decide the rights of the Housing Authority and Tenant. If the tenant was a Section 8 participant, the Director of Housing Programs or designee will be notified of the eviction.

### **14.0 TENANT PARTICIPATION**

The Housing Authority knows the value of involving residents in the day-to-day activities involving property management. As such, the Housing Authority may employ a number of solutions including:

- Seek to build trusting relationships with tenants.
- Issue newsletters on a regular basis to inform and involve residents.
- Invite tenants to Town Hall meetings at least annually.
- Provide quality control inspections of property management and maintenance activities.

### **15.0 RE-EXAMINATIONS**

The Housing Authority will conduct a re-examination of family income and circumstances for every tenant. The results of the re-examination determine:

- 1) Rent the family will pay if in one of the Section 8 programs or HOME program,
- 2) Whether the family is housed in the correct unit size; and
- 3) Whether the family continues to be eligible for assistance, relative to some programs.

The Housing Authority, with written approval of the Executive Director, may choose to instigate annual re-verification of criminal background for all Housing Authority-owned units.

#### **15.1 General**

**Section 8 Tenants.** Refer to the Administrative Plan for additional information. The remainder of this section will refer only to non-Section 8 tenants.

**HOME Unit Tenants.** For those families residing in HOME units (e.g., all seven condominiums (various addresses), all nine units at Sherman Street, 11 of the units at China Clipper Plaza, and the four units at Lincoln House), annual re-examinations take place; however, third-party verifications are required only every sixth year per regulation. In the other years the Housing Authority, at its discretion, may only require the resident and all adult family members to complete a form declaring and certifying their income and family composition and to produce documents to verify the accuracy of this information.

**Independence Plaza Tenants.** Independence Plaza residents of affordable units will have a re-examination every year or more frequently if determined necessary by the Executive Director

**Non-Subsidized Unit Tenants.** Re-examinations are required very year or if determined necessary by the Executive Director.

## **15.2 Scheduling Re-Examinations**

The Housing Authority will determine the month in which a re-examination will be required. In making this determination, the Housing Authority may consider annual dates of other programs, move-in date, the date of the last completed income certification, or the workload of the required certifications. The Housing Authority also may schedule a re-examination for administrative purposes.

If the family moves to a new unit, unless the move is in conjunction with a change in program, the Housing Authority will not perform a new re-examination.

**Notification.** Notifications will be sent by first-class mail and will inform the family of the information and documentation required, the deadline for providing it, the method in which it will be accepted (e.g., mail, fax, or in person) and the date and time for an interview, if applicable.

If the notice is returned by the post office with no forwarding address, a notice of termination will be sent to the family's address of record.

**Interview.** Families may be asked to participate in a re-examination interview. An interview also will be scheduled if the family requests assistance in providing information or documentation.

If the family is unable to attend a scheduled interview, the family will have the opportunity to reschedule up to two times if there is good cause. (Refer to Section 5.7 for the definition of good cause.) If a family misses the scheduled interview without notifying the Housing Authority within 24 hours of the appointment, a notice of termination will be sent to the family's address of record

If participation in an in-person interview poses a hardship because of a family member's disability, the family should contact the Housing Authority to request a reasonable accommodation.

An advocate, interpreter, or other assistant may assist the family in the interview process. If an interpreter is requested, the Housing Authority will supply one.

## **15.3 Conducting Re-examinations**

Families will be asked to provide all required information as described in the re-examination notice, signed release/consent forms, and supporting documentation related to the family's income, expenses (if applicable), and family composition.

Any required documents or information that the family is unable to provide at the time of the interview or by mail must be provided within 14 calendar days of the date the Housing Authority notifies the family. If the family is unable to obtain the information or materials within the required time frame, the family may request an extension.



If the family does not provide the required documents or information within the required time frame (plus any extensions), the family will be sent a notice of termination.

The information provided by the family generally must be verified. Unless the family reports a change, or the agency has reason to believe a change has occurred in information previously reported by the family, certain types of information that are verified at admission typically do not need to be re-verified at re-examination, unless there is a funding or program change. These include:

- Legal identity
- Age
- A person's disability status, unless a temporary disability was claimed

If adding a new family member due to birth, adoption, court-awarded custody, legal guardianship, marriage, civil union, registered domestic partnership, other operation of law, or a reasonable accommodation for an existing family member to the unit causes overcrowding according to the occupancy standards, the Housing Authority will place the family on the transfer list to move to an appropriately-sized unit. If the family is in either the tenant-based or project-based voucher programs, refer to the Administrative Plan for additional information.

#### **15.4 Implementing Changes and Effective Dates**

##### **Family in a HOME Unit**

Changes in rents may take place annually to keep up with the cost of maintaining the units and awareness of market conditions while staying within the HOME income limits, where applicable. If a family's income exceeds HOME income limits, the family is not required to move, but the rent will be increased to market rate in accordance with HOME guidelines. The Housing Authority will provide tenants with a 60-day notice of rent changes.

##### **Independence Plaza Affordable**

Changes in rents may take place annually to keep up with the cost of maintaining the units while maintaining affordability for very-low and low-income seniors. If a resident's income increases from the 50% AMI limit to the 80% AMI limit, rent will increase to that limit. If the tenant's income increases beyond the low income limit, the tenant will be required to pay the current moderate rent. The tenant's unit will be reclassified as a moderate unit and another moderate unit will be reclassified as a low-income affordable unit. The Housing Authority will provide tenants with a 60-day notice of rent changes.

##### **Family in a Section 8 Project-based Unit**

Changes in rents may take place only on the anniversary date of the HAP contract. Property Management staff, as owner, will submit a request for a rent increase to the Director of Housing Programs or designee 60 days in advance of the anniversary date. The request will be accompanied by the independent entity's (i.e., Oakland Housing Authority) rent determination. If approved, the Housing

Authority, as owner, will give tenants 30 days' notice of the increase in rent. Increases will take place for all units under the Project-Based Voucher Housing Assistance Contract, including ones in the initial term of the lease.

### **Family with a Housing Choice Voucher**

The Housing Programs Department processes changes in income, assets, etc. As such, staff in this department also will enter any an increase or decrease in the family's share of rent that results from an annual re-examination and the date on which adjustment in rent will take effect. The Housing Programs Department will notify the tenant of the change that will be implemented.

## **16.0 REPORTING AND IMPLEMENTING CHANGES**

### **16.1 Overview**

Changes in the number of family members must be reported promptly. Income changes do not need to be reported between re-examinations; however, the Housing Authority will follow up with residents under specific circumstances as outlined in Section 16.5.

For tenants participating under the Section 8 Project-based program or with a Housing Choice Voucher see the Section 8 Administrative Plan for income change reporting requirements under those programs.

### **16.2 New Family Members and Obtaining Housing Authority Approval**

All additions of persons to the household must be reported to the Housing Authority within 14 calendar days. Some additions require prior approval.

If the addition is the result of birth, adoption, or court-awarded custody, the family must notify the Housing Authority within 14 calendar days of the addition, but prior approval is not required. If the addition to the household does not meet the requirements for occupancy, the family will be given notice to move in compliance with the rental agreement.

If the addition of a family member, due to birth, adoption, or court-awarded custody, to the household results in overcrowding of a HOME unit where there is no other form of assistance (Section 8), the family will be placed on a transfer list for the next available HOME unit of the correct size within the Housing Authority portfolio of HOME properties. If the family does not wish to move from the HOME-only unit, the Housing Authority may allow the family to stay in place if the unit is not severely overcrowded. The Housing Authority will consider family composition, age of residents, and size of the bedrooms in making a determination for an exception.

All other additions to the family must be approved by the Housing Authority. This includes live-in aides (see next section), a foster child, and any person not on the rental agreement who no longer qualifies as a "guest" under the terms of this agreement. Requests must be made in writing and approved by the Housing Authority prior to the individual moving into the unit.

Additions of adults will only be allowed due to legal guardianship, marriage, civil union, registered domestic partnership, other operation of law, or approval as a reasonable accommodation for an approved existing family member.

All adult additions must meet the background screening requirements before approval and the income must be verified. If the addition makes the family unqualified for the unit they are occupying, the addition may be denied.

If the individual meets the Housing Authority's eligibility criteria and the unit can accommodate the additional member(s) of the household without overcrowding, the Housing Authority will provide written approval to the family. If the individual does not meet the Housing Authority's eligibility criteria or overcrowding results, the Housing Authority will notify the family in writing of its decision to deny approval of the new household member and the reasons for the denial. The Housing Authority will make its determination within 14 calendar days of receiving all information that is required to verify the individual's eligibility.

### **16.3 Live-In Aides**

*Live-in aide* means a person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who: (1) is determined to be essential to the care and well-being of the persons, (2) is not obligated for the support of the persons, and (3) would not be living in the unit except to provide the necessary supportive services [24 CFR 5.403].

The AHA must approve a live-in aide if needed as a reasonable accommodation in accordance with 24 CFR 8, to make the program accessible to and usable by the family member with disabilities.

A live-in aide differs from a member of the family caring for another member in the following respects:

- The live-In aide is not a party to the lease and does not have tenancy rights,
- The income of the live-in aide is not counted in the rent calculation,
- In some cases, the live-in aide may receive an additional bedroom,
- The AHA must verify the need for a live-in aide if the disability-related need is not readily observable, and

The live-in aide must be identified and approved by the AHA prior to occupancy.

For a relative to qualify as a live-in aide, the tenant must show that the care provided is an arms-length transaction. To do this, the family must certify that:

- The person is capable of providing the required care for the tenant;
- The person has never been a member of the household while the family was receiving housing assistance or residing in a Property Management unit, nor has the person made regular financial contributions to the household while the family was receiving housing assistance or living in a Property Management unit;
- There is no other reason for the person to live in the unit other than to provide care for the disabled tenant; and
- The person intends to maintain his or her finances separately from the disabled tenant's household.

The Housing Authority shall apply a preponderance of the evidence standard in determining whether the family has met its burden of proof. If the Housing Authority denies the relative live-in aide status, the Authority will notify the family in writing.

Upon the Housing Authority's determination that a relative is a family member and, therefore, does not qualify as a live-in aide, the family may request to add the person as a family member if it does not result in overcrowding of the unit, or may designate an alternative person to be screened as a live-in aide.

The requirements regarding relatives as live-in aides is continuously in effect. The Housing Authority may determine that a relative who has taken the place of a live-in aide, does not meet the definition of a live-in aide and will be counted as a family member. If the Housing Authority makes such a determination, it will notify the tenant in writing and of the process by which the decision may be appealed.

A relative who serves as a live-in aide is not considered a family member and would not be considered a remaining member of a tenant family.

A family's request for a live-in aide must be made in writing, and will be processed by the Housing Authority through its established reasonable accommodation policy. In addition, the family and live-in aide will be required to submit a certification stating that the live-in aide is (1) not obligated for the support of the person(s) needing the care, and (2) would not be living in the unit except to provide the necessary supportive services.

The AHA will not approve a particular person as a live-in aide, and may withdraw such approval, if the person does not meet the eligibility criteria; engages in violent or drug-related criminal activity; interferes with the right to peaceful enjoyment of the premises by other residents; or violates any terms of the lease unrelated to the payment of rent or other fees. "Premises" is defined as the building or complex in which the dwelling unit is located, including common areas and grounds.

**16.4 Overcrowding.** Overcrowding is defined as exceeding the Housing Authority's occupancy limits (see Section 4.1).

#### **16.5 Reductions in Family Size**

If a household member, including family members, live-in aides, foster children and foster adults, ceases to reside in the unit, the family must inform the Housing Authority within 14 calendar days. This requirement also applies to a family member who has been considered temporarily absent at the point that the family concludes the individual is permanently absent.

If a change in family size results in the family being over-housed in a HOME, PBV, or other subsidized or unsubsidized unit, the Housing Authority will require the family to move to an appropriately-sized unit if one is available under the program. If an appropriately-sized HOME unit is not available among the Housing Authority's portfolio of HOME units, the family will be added to the appropriate transfer list.

Over-housed is defined as having a unit with more than the fewest number of bedrooms that meets the following occupancy standard:

- One bedroom for each two persons within the household, except in cases of reasonable accommodation.

## **16.6 Changes Affecting Income**

The Housing Authority will conduct an interim re-examination when:

- The family has reported zero income. The Housing Authority may contact the resident as often as every month to determine if this situation has changed.
- Tenant-provided documents were used on a provisional basis due to the lack of third-party verification, and third-party verification becomes available.
- To correct an error in a previous reexamination, or to investigate a tenant fraud complaint.

For implementation, refer to Section 15.4.

## **16.7 Processing Income Changes**

If the Housing Authority determines that the family's income exceeds the HOME income limits based upon follow up information obtained, the family's rent will be adjusted to reflect market rents as required under HOME Program rules.

If the Housing Authority determines that the income of an Independence Plaza family in an affordable unit exceeds the income limit, the family will pay the moderate rent. If the family is in a very-low income unit, the family may be required to move to a moderate unit; otherwise, the unit will be reclassified as a moderate unit.

The Housing Authority will provide a legally required notice of any rent increase.

## **17.0 UNIT TRANSFERS AND INDEPENDENCE PLAZA UNIT CHANGES**

### **17.1 Emergency Transfers**

Emergency transfers are necessary when conditions pose an immediate threat to the life, health, or safety of a family or one of its members. Such situations may involve defects of the unit or the building in which it is located, the health condition of a family member, a hate crime, the safety of witnesses to a crime, a law enforcement matter particular to the neighborhood, or a domestic violence stalking situation.

### **17.2 Immediate Administrative Transfers**

Immediate administrative transfers are necessary to provide a family needing a unit with accessible features to move to a unit with such features or to enable modernization work to proceed.

### **17.3 Regular Administrative Transfers**

Regular administrative transfers are made to offer incentives to families willing to help meet certain Housing Authority occupancy goals, to correct occupancy standards where the unit size is inappropriate for the size and composition of the family, to allow for non-emergency but medically-advisable transfers, and other transfers approved by the Housing Authority when a transfer is the only or best

way of solving a serious problem.

#### **17.4 Tenant Transfer Requests**

A tenant may request a transfer. For instance, a tenant who lives in a complex where pets are not allowed may wish to acquire a pet which would require transferring to a unit specifically designated for a pet. In such cases, the transfer to a designated pet unit must occur prior to acquisition of a pet.

In considering the request, the Housing Authority may request additional information which may include a meeting with the tenant. The Housing Authority will review the request and respond within 14 calendar days with its decision to grant or deny the transfer request. In most cases, the Housing Authority will not approve a transfer request unless there is an approved medical need through the reasonable accommodation process or a dangerous situation such as those covered under the Violence Against Women Act (“VAWA”). The Housing Authority will not allow transfers into units with assistance that result in the tenant bypassing an existing wait list.

If the transfer is approved due to a reasonable accommodation to a disability or VAWA request, the family's name will be added to the transfer waiting list.

If the transfer is denied, the family may request a review of the decision by the determining staff member's supervisor, or through the established reasonable accommodation policy described above, as appropriate.

#### **17.5 Independence Plaza Unit Changes**

Independence Plaza has two types of units:

- Affordable Units with rents set at two levels based on the 50% and 80% levels of AMI
- Units with no affordability restrictions (“Moderate”) units

Tenants who require a unit with features of accessibility because of a disability will be provided one if available, and the unit will be reclassified to fit the income level of the tenant. If an accessible unit is not available, the tenant will be placed on the transfer list (Immediate Transfer category) for a unit with the appropriate features.

An Independence Plaza tenant in a two-bedroom unit that no longer requires the second bedroom will be required to move to a one-bedroom unit if available. If a one-bedroom unit is not available, the tenant will be placed on the transfer list and required to move when a one-bedroom unit becomes available. This will be categorized as a Regular transfer unless an applicant or another tenant has a disability-related need for a two-bedroom unit in which case the transfer will be categorized as Immediate.

If a tenant in an affordable one-bedroom unit requests transfer to a two-bedroom unit due to an approved reasonable accommodation or a change in family size, the family will be placed on the transfer list.

If a tenant in a moderate one-bedroom unit requests transfer to a two-bedroom unit, the tenant will be added to the wait list, if open, at the appropriate spot for

the preferences the family is eligible for, and the date and time the request is received. Exceptions to this requirement will only be made for an approved reasonable accommodation to a disability.

## **17.6 Processing Transfers**

The Housing Authority will verify the reason for a transfer, such as the need for a live-in aide or a unit with accessible features, unless the need is obvious. Families awaiting Emergency transfers will be housed first, followed by families in the immediate transfer category, the Regular transfer category, and then the Tenant-requested transfer category. Families on the transfer list will be housed prior to families on the waiting list. Within these categories, families are selected for transfer by 1) need for a reasonable accommodation, 2) over-housed families, 3) under-housed families, and then 4) seniority at the property.

Upon offer and acceptance of a unit, the family will execute all necessary documents and pay any rent and security deposit.

If the transfer is being made at the request of the Housing Authority and the family rejects the offer, the Housing Authority may take action to terminate the family's tenancy. If the reason for the transfer is due to overcrowding, the family may request in writing to stay in the unit, unless the family is in a Section 8 project-based unit, in which case a move is required if the unit is too small or too big for the family. The Housing Authority will review any requests to remain in place and will consider all factors, which will include at least the following:

- Other families on the transfer list or waiting list that may need the unit.
- If there is another room that could be used as a sleeping area.

## **17.7 Cost of the Family's Move**

The cost of the transfer, including overlapping rent, changes in security and other deposits, and moving expenses, will be borne by the family when the transfer is:

- Made at the request of the family or by others on behalf of the family (i.e., by the police);
- Needed to move the family to an appropriately-sized unit, either larger or smaller;
- Needed because action or inaction by the family caused the unit to be unsafe or uninhabitable.

The cost of the transfer, including overlapping rent and moving expenses, will be borne by the Housing Authority when:

- Necessitated because a family with disabilities needs the accessible unit into which the transferring family moved, and the family without disabilities signed a statement to this effect prior to accepting the accessible unit; or
- The transfer is needed in order to carry out rehabilitation activities; or
- Action or inaction by the Housing Authority has caused the unit to be unsafe or inhabitable.

The Housing Authority will not allow the family's security deposit to transfer from

one unit to the other. Any tenant-caused damages which result in repair charges will be charged to the tenant's security deposit and any remainder will be billed to the tenant. Failure to repay the monies owed may result in collection activities or termination of tenancy or assistance due to an outstanding debt to the Housing Authority. Refer to Section 12.2 and 19 for additional information.

### **17.8 Tenants in Good Standing**

When the transfer is at the request of the family, it will not be approved unless the family is in good standing (i.e., the family is in compliance with its rental agreement and current in all payments, including rent, maintenance charges and late fees, to the Housing Authority) unless an exception is made by the Executive Director.

### **17.9 Refusing a Transfer**

If a tenant refuses to accept an Emergency, Immediate, or Regular transfer, excluding a Tenant-requested transfer, when a suitable unit is available and does not provide clear evidence that acceptance of a given offer will result in undue hardship, the tenant's lease may be terminated.

If a tenant refuses to accept a Tenant-requested transfer when the requested type of unit is available, the tenant will be removed from the transfer list.

### **17.10 Right of the Housing Authority in Transfer Process**

The provisions listed above are to be used as a guide to insure fair and impartial means of assigning units for transfers. It is not intended that this policy will create a property right or any other type of right for a tenant to transfer or refuse to transfer.

## **18.0 INSPECTIONS**

### **18.1 Move-in Inspections**

The Housing Authority and an adult member of the family will inspect the unit prior to signing the lease. Both parties will sign a written statement of the condition of the unit. A copy of the signed inspection will be given to the family and a copy will be placed in the tenant's electronic file.

### **18.2 Annual Inspections**

Annually, the Housing Authority will inspect or will contract to inspect all properties, to ensure that they meet the Housing Authority's standards. For units occupied by Housing Choice Voucher participants (HCV or PBV), Housing Quality Standards (HQS) apply. Independence Plaza will receive an annual Uniform Physical Conditions Standards or HQS inspection. The Housing Authority will use HQS standards or another approved standard for HOME and other miscellaneous units.

Work orders will be submitted and completed to correct any deficiencies. Tenant damages will be billed to tenants within 30 days.



### **18.3 Preventive Maintenance Inspections**

Preventive maintenance inspections, intended to keep the unit in good repair, generally are conducted prior to the annual inspection. They check the condition of weatherization; plumbing pipes and fixtures; smoke detectors, water heaters, furnaces, automatic thermostats and water temperatures; and provide an opportunity to change furnace filters and provide other minor servicing that extends the life of the unit and its equipment.

### **18.4 Special Inspections**

A special inspection may be scheduled to enable the Housing Authority or others to inspect a sample of the housing stock.

### **18.5 Housekeeping Inspections**

The Housing Authority will schedule and conduct a housekeeping inspection, when deemed necessary, to ensure the family is maintaining the unit in a safe and sanitary condition.

### **18.6 Notice of inspection**

For inspections defined as annual inspections, preventative maintenance inspections, special inspections, and housekeeping inspections, the Housing Authority will give the tenant at least 24 hours written notice if hand-delivered or posted on the door or six days' notice if mailed, in accordance with the rental agreement.

### **18.7 Emergency Inspections and Access to the Unit**

If any employee or agent of the Housing Authority has reason to believe that an emergency exists within the housing unit, the unit can be entered without notice. The person(s) that enters the unit will leave a written notice to the resident that indicates the date and time the unit was entered.

Housing Authority personnel or agents of the Housing Authority may enter the premises or allow access to law enforcement personnel at any time, without advance notice, when there is reasonable cause to believe that either of the following exists:

- An emergency, which includes allowing entrance for law enforcement personnel or agencies that possess appropriate legal documents (i.e. search warrant, arrest warrant) for entry to a unit when such entry will mitigate or remove a threat regarding the health and safety of other residents or to avoid damage to the property.
- An extreme hazard involving the potential loss of life or severe property damage.
- Welfare checks

## **18.8 Move-out Inspections**

Providing the tenant gives adequate notice, the Housing Authority must offer the tenant who is moving out an optional inspection in the 14 days prior to the move out date. The Housing Authority conducts a move-out inspection on move-out or shortly after the tenant vacates to assess the condition of the unit and to determine responsibility for any needed repairs. When possible, the tenant is notified of the inspection and is encouraged to be present. A similar form used when the tenant moved in will be used to examine the premises. These forms can be compared to determine what, if any, damage to the premises has occurred since move in that is not the result of normal wear and tear. This inspection and the comparison analysis become the basis for any claims that may be assessed against the security deposit.

## **19.0 PAYMENT OF AMOUNTS OWED THE HOUSING AUTHORITY**

The Housing Authority may at any time terminate tenancy of a resident for non-payment of monies owed the Authority. The Authority will advise residents in writing of its intent to terminate tenancy due to monies owed under the conditions specified in the rental agreement.

When a resident owes money to the Housing Authority and is unable to pay the balance by the due date, the resident may request that the Housing Authority allow him or her to enter into a payment agreement if the amount due is not for rent. The Housing Authority has sole discretion of whether to enter into such an agreement.

To enter into a payment agreement to allow the family to pay its outstanding debt in monthly installments, the family must be in good standing with the Housing Authority and the debt amount must be \$3,000 or less. To be in good standing, a family must not have any other outstanding debts (including ones related to an existing payment agreement) with any department of the Housing Authority and must be in compliance with the rental agreement. If the amount owed is greater than \$3,000, a payment agreement may only be entered into with the Executive Director's approval.

A resident's tenancy may be terminated unless the resident:

1. Pays the debt in full; or
2. Enters into a payment agreement based on the Authority's payment schedule listed below (minimum monthly payment is \$25 per month) and pays at least 10 percent down initially within 14 calendar days of the payment agreement date. If the family is unable to make a 10 percent initial down payment, the Executive Director may approve a smaller initial down payment if the family can prove evidence of excessive hardship. The Authority may deny a repayment agreement if the monies owed are for rent. If an agreement is made during legal proceedings, the terms determined by the court shall govern the agreement.

Upon receipt of the down payment, subsequent payments are due, in full, each month thereafter until the balance owed reaches \$0. A late or partial payment is considered a missed payment. If a payment is not received according to the

payment agreement terms, the total amount owed becomes due immediately. The balance of the debt must be paid in full or the tenant's tenancy will be terminated.

The length of the payment agreement is determined by the amount of debt as follows:

< \$450	=	6 months
\$451 - \$900	=	1 year
\$901 - \$2,000	=	2 years
\$2,001 - \$3,000	=	3 years

The family may request the Housing Authority allow a longer period if the debt would prove a substantial financial hardship; however, in no case should the monthly amount be less than \$25. If the Housing Authority grants the longer period to pay the debt, the family must enter into a revised payment agreement. The Housing Authority may require the family to return to the schedule when the amount will no longer cause a substantial financial hardship. Any exceptions to the guidelines specified above must be approved by the Executive Director.

All Payment Agreements must be in writing and signed by both parties. Failure to comply with the Payment Agreement terms may subject the Resident to eviction procedures.

Any exceptions to the guidelines specified above must be approved by the Executive Director.

## **20.0 PAYMENT OF AMOUNTS OWED TENANTS**

If the Housing Authority owes an amount to a tenant, that amount will be paid within 30 days unless other arrangements are made between the Housing Authority and the tenant. Overpayments of rent or other charges made by a tenant will be used by the Housing Authority to offset any other amounts owed to the Housing Authority by that tenant. The Housing Authority has the authority to apply funds submitted to the Housing Authority to any balance owed chosen by the Housing Authority. By practice, the Housing Authority applies funds received to the oldest balance first.

## **21.0 TERMINATION OF RENTAL AGREEMENT**

### **21.1 Termination By Tenant**

The tenant may terminate the rental agreement at any time, following the initial term, upon submitting a 30-day written notice. If the tenant vacates prior to the end of the 30 days, he or she may be responsible for rent through the end of the notice period.

### **21.2 Termination by Housing Authority**

The Housing Authority will terminate the rental agreement for serious or repeated violations of the terms of the rental agreement. Violations, that could result in termination, include but are not limited to, the following:

- A. Nonpayment of rent or other charges;
- B. A history of late rental payments (i.e., four late payment notices issued within 12 months);
- C. Failure to provide timely and accurate information regarding family composition, income circumstances, or other information related to eligibility or rent within 14 calendar days of the Housing Authority's request;
- D. Failure to allow inspection of the unit at reasonable times and after reasonable notice; the Housing Authority defines reasonable notice as 24 hours if hand-delivered or six days if mailed; reasonable time is defined as regular business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday; tenancy will be terminated for tenants who miss two inspection appointments;
- E. Failure to maintain the unit in a safe and sanitary manner or committing waste (e.g., using excessive amounts of water) in violation of the rental agreement;
- F. Failure to pay for utilities when specified in the lease as a tenant responsibility;
- G. Assignment or subletting of the premises;
- H. Use of the premises for purposes other than as a dwelling unit; the unit must be the family's only residence;
- I. Destruction or damages of property;
- J. Acts of destruction, defacement, or removal of any part of the premises or failure to cause guests to refrain from such acts;
- K. Engaging in drug-related criminal activity. This includes drug-related criminal activity which may have occurred either on or off the premises, and includes activities of any family member or guest.

Any family member who engages in drug-related criminal activity according to a preponderance of the evidence, or who allows a live-in aide or guest to engage in such activities, will have his or her tenancy terminated. Evidence of such activity includes the following:

- a. Conviction of a misdemeanor or a felony involving drugs, including the manufacture of methamphetamines (e.g., felony possession of a controlled substance);
- b. A pattern of arrests for drug use or possession or sale; or
- c. A preponderance of evidence exists that a pattern of drug use or possession that interferes with the health and safety or disturbs the peaceful enjoyment of the premises of others.
- d. The fact that an applicant or tenant was arrested for a disqualifying offense shall not be treated or regarded as proof that the applicant or tenant engaged in disqualifying criminal activity. The arrest may, however, trigger an investigation to determine whether the applicant or tenant actually engaged in disqualifying criminal activity. As part of its investigation, the AHA may obtain the police report associated with the arrest and consider the reported circumstances of the arrest. The AHA may also consider any statements made by witnesses or the applicant or tenant not included in the

police report; whether criminal charges were filed; whether, if filed, criminal charges were abandoned, dismissed, not prosecuted, or ultimately result in an acquittal; and any other evidence relevant to determining whether or not the applicant or tenant engaged in disqualifying activity.

- L. Engaging in violent criminal activity or using alcohol in a manner that affects the health, safety, or right to peaceful enjoyment of the premises by other residents or Housing Authority staff.
- M. Engaging in activity that results in a family member being subject to a state lifetime registration requirement for sex offenders;
- N. Permitting persons not on the lease to reside in the unit more than 14 days each year without the prior written approval of the Housing Authority;
- O. Engaging in or threatening abusive or violent behavior toward Housing Authority personnel; this includes shouting, threatening gestures, direct or veiled threats against personnel, or following personnel; and
- P. Failing to accept an Emergency, Immediate, or Regular transfer to an available unit;
- Q. Other good cause.

### **21.3 VAWA Protections.**

The Violence Against Women Act (VAWA) provides some protections of tenants assisted under federal programs such as Section 8 and HOME. The following protections apply to tenants in units with such assistance.

In keeping with provisions of the Violence Against Women Act (VAWA), incidents of actual or threatened violence, dating violence, or stalking may not be construed as serious or repeated violations of the lease by the victim or threatened victim of such violence or stalking.

VAWA also gives the AHA the authority to terminate the rental agreement 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.

VAWA does not limit the authority of the AHA to terminate the rental agreement of any participant if the AHA “can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if that tenant is not evicted or terminated from assistance.”

When a tenant family is facing termination of rental agreement because of the actions of a household member, guest, or other person under the tenant’s control and a tenant or immediate family member of the tenant’s family claims that she or he is the victim of such actions and that the actions are related to domestic violence, dating violence, or stalking, the AHA will require the individual to submit documentation affirming that claim.

The documentation must include:

A signed statement by the victim that provides the name of the perpetrator and certifies that the incidents in question are bona fide incidents of actual or threatened domestic violence, dating violence, or stalking, or

A police or court record documenting the actual or threatened abuse, or

A statement signed by an employee, agent, or volunteer of a victim service provider; an attorney; a medical professional; or another knowledgeable professional from whom the victim has sought assistance in addressing the actual or threatened abuse. The professional must attest under penalty of perjury that the incidents in question are bona fide incidents of abuse, and the victim must sign or attest to the statement.

The required certification and supporting documentation must be submitted to the AHA within 14 business days after the AHA issues its written request. The 14-day deadline may be extended at the AHA's discretion. If the individual does not provide the required certification and supporting documentation within 14 business days, or the approved extension period, the AHA may proceed with assistance termination.

If the AHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the tenant's tenancy is not terminated, the AHA will proceed with the immediate termination of the family's lease.

Although VAWA provides protection for victims of domestic violence against lease termination, it does not provide protection for perpetrators. VAWA gives the AHA the explicit authority to "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 terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant." This authority supersedes any local, state, or other federal law to the contrary. If the AHA chooses to exercise this authority, however, it will follow any procedures prescribed by HUD or by applicable local, state, or federal law regarding termination of assistance [Pub.L. 109-271] which includes the termination of rental agreement.

When the actions of a tenant or other family member result in a AHA decision to terminate the family's rental agreement and another family member claims that the actions involve criminal acts of physical violence against family members or others, the AHA will request that the victim submit the above required certification and supporting documentation in accordance with the stated time frame. If the certification and supporting documentation are submitted within the required time frame, or any approved extension period, the AHA will terminate the perpetrator's rental agreement. If the victim does not provide the certification and supporting documentation, as required, the AHA will proceed with termination of the family's tenancy.

If the AHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the property if the participant's tenancy is not terminated, the AHA will proceed with the immediate termination of the family's rental agreement.

In the case of maintenance charges, the AHA will investigate on a case-by-case basis, upon appeal by the tenant, the cause of the damages and will factor in considerations of VAWA when deciding charges to client for repairs or requested services (such as changing locks).

#### **AHA Confidentiality Requirements**

All information provided to the AHA regarding domestic violence, dating violence, or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence and may neither be entered into any shared data base nor provided to any related entity, except to the extent that the disclosure (a) is requested or consented to by the individual in writing, (b) is required for use in an eviction proceeding, or (c) is otherwise required by applicable law.

#### **21.4 Abandonment**

The Housing Authority will consider a unit to be abandoned when a resident has fallen behind in rent **AND** has clearly indicated by words or actions an intention not to continue living in the unit. Being absent from the premises for fourteen or more consecutive days, without notice to the landlord of an extended absence, shall be an indication by actions of an intention not to continue living in the unit.

The Housing Authority will follow State law regarding abandoned property in the unit.

#### **21.5 Return of Security Deposit**

After a family moves out, the Housing Authority will return the security deposit within 21 days, or give the family a written statement of why all or part of the security deposit is being kept. Deposits will not be used to cover normal wear and tear or damage that existed when the family moved in.

The Housing Authority will be considered in compliance with the above if the required payment, statement, or both, are deposited in the U.S. mail with first class postage paid within 21 days; or an electronic payment is made and the written statement is e-mailed to tenant upon mutual agreement.

Interest on security deposits of families who move out of complexes is set aside in a dedicated fund by the Housing Authority for tenant-related improvements.

## GLOSSARY

Note: Refer to the Administrative Plan for terms that apply to the Section 8 Housing Choice Voucher (tenant-based) and project-based voucher (PBV) programs.

**Abusive or violent behavior:** verbal as well as well as physical abuse or violence toward Housing Authority staff or other residents. Use of expletives that are generally considered insulting, racial epithets, or other language, written or oral, that is customarily used to insult or intimidate, may be cause for termination or denial. **Threatening** refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence. Actual physical abuse or violence will always be cause for denial or termination of assistance.

**Adult:** A household member who is 18 years or older or who is the head of the household, or spouse, or co-head.

**Annual Income:** All amounts, monetary or not, that: a) Go to (or on behalf of) the family head or spouse (even if temporarily absent) or to any other family member; or b) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and c) Are not specifically excluded from annual income. Annual Income also includes amounts derived (during the 12-month period) from assets to which any member of the family has access.

**Applicant (applicant family):** A person or family that has applied for admission to a program or unit but is not yet a tenant.

**Asset Income:** Income received from assets held by family members. If assets total more than \$5,000, income from the assets is "imputed" and the greater of actual asset income and imputed asset income is counted in annual income. (See "imputed asset income" below.)

**Citizen:** A citizen or national of the United States. (24 CFR 5.504(b))

**Consent Form:** Any consent form approved to be signed by applicants and residents to obtain income information from employers or other income sources.

**Dependent:** A member of the family (except foster children and foster adults), other than the family head or spouse, who is under 18 years of age or is a person with a disability or is a full-time student.

**Disabled Family:** A family whose head, spouse, or sole member is a person with disabilities. It may include two or more persons with disabilities living together; or one or more persons with disabilities living with one or more live-in aides. (Also see "person with disabilities.")

**Disabled Person:** See "person with disabilities."



**Drug-Related Criminal Activity:** Drug trafficking or the illegal use, or possession for personal use, of a controlled substance as defined in Section 102 of the Controlled Substances Act (21 U.S.C. 802).

**Elderly Family:** A family whose head, spouse, or sole member is a person who is at least 62 years of age. It may include two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides.

**Elderly Person:** A person who is at least 62 years of age.

**Fair Housing Act:** Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (42 U.S.C. 3601 et seq.). (24 CFR 5.100)

**Family:** includes, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status: 1) a single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; 2) or a group of persons residing together, and such group includes, but is not limited to: i) a family with or without children; ii) an elderly family; iii) a near-elderly family; iv) a disabled family; v) a displaced family; and vi) the remaining member of a tenant family.

**Family Members:** All members of the household other than live-in aides, foster children, and foster adults. All family members permanently reside in the unit, though they may be temporarily absent. All family members are listed on the lease.

**Head of Household:** The adult member of the family who is the head of the household for purposes of determining income eligibility and rent.

**Household Members:** All members of the household including members of the family, foster children, foster adults, and live-in aides. All household members are listed on the lease, and no one other than household members is listed on the lease. Not all household members are parties to the lease.

**Imputed Asset Income:** Amount of income assigned to assets over \$5,000 that are not earning any real income or a negligible income amount. The imputed asset income will be calculated using the passbook interest rate determined for the Housing Choice Voucher program.

**In-Kind Payments:** Contributions other than cash made to the family or to a family member in exchange for services provided or for the general support of the family (e.g., groceries provided on a weekly basis, baby-sitting provided on a regular basis).

**Interim (examination):** A re-examination of a family's income and household composition conducted between the regular re-examinations when a change in a household's circumstances warrants such a re-examination.

**Live-In Aide:** A person who resides with one or more elderly persons, near-elderly persons, or persons with disabilities and who:

- A. Is determined to be essential to the care and well-being of the persons;
- B. Is not obligated for the support of the persons; and
- C. Would not be living in the unit except to provide the necessary supportive services.

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

**Non-Citizen:** A person who is neither a citizen nor national of the United States.

**Person with Disabilities (Eligibility):** A person who:

- A. Has a disability, as defined in 42 U.S.C. 423, Section 223 of the Social Security Act, which states:

"Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months, or

In the case of an individual who attained the age of 55 and is blind and unable by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he has previously engaged with some regularity and over a substantial period of time."

- B. Is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:
  - 1. Is expected to be of long-continued and indefinite duration;
  - 2. Substantially impedes his or her ability to live independently; and
  - 3. Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or
- C. Has a developmental disability as defined in 42 U.S.C. 6001, Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act, which states that a developmental disability is a severe chronic disability that:
  - 1. Is attributable to a mental or physical impairment or combination of mental and physical impairments;
  - 2. Is manifested before the person attains age 22;
  - 3. Is likely to continue indefinitely;
  - 4. Results in substantial functional limitation in three or more of the following areas of major life activity: (a) self-care, (b) receptive and responsive language, (c) learning, (d) mobility, (e) self-direction, (f) capacity for independent living, and (g) economic self-sufficiency; and
  - 5. Reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services that are of lifelong or extended duration and are individually planned and coordinated."
- D. Does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome;

- E. For purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence; and
- F. Means “individual with handicaps”, as defined in § 8.3 of this title for purposes of reasonable accommodation and program accessibility for persons with disabilities.

**“Physical Disability” and “Mental Disability” (for qualification for reasonable accommodations for disability-related needs):** California law defines “disability” for purposes of housing discrimination and reasonable accommodations more broadly than federal law. California law distinguishes between a “mental disability” and a “physical disability,” both of which are eligible for reasonable accommodations for disability-related needs.

A **“physical disability”** includes, but is not limited to, having any physiological disease, disorder, condition, cosmetic disfigurement, or anatomical loss that does both of the following:

- A. Affects one or more of the following body systems: neurological, immunological, musculoskeletal, special sense organs, respiratory, including speech organs, cardiovascular, reproductive, digestive, genitourinary, hemp and lymphatic, skin, and endocrine, and
- B. Limits a major life activity (defined as including physical, mental, and social activities and working).

Any other health impairment not described above that requires special education or related services. “Physical disability” does not include sexual behavior disorders, compulsive gambling, kleptomania, pyromania, or psychoactive substance use disorders resulting from the current unlawful use of controlled substances or other drugs. Cal. Gov’t Code §12926(m).

A **“mental disability”** includes, but is not limited to, having any mental or psychological disorder or condition, such as intellectual disability, organic brain syndrome, emotional or mental illness, or specific learning disabilities, that limits a major life activity, or any other mental or psychological disorder or condition that requires special education or related services. A mental or psychological disorder or condition limits a major life activity if it makes the achievement of the major life activity difficult. Major life activities include physical, mental, and social activities and working. Cal. Gov’t Code §12926(j).

**Residency Preference:** A Housing Authority preference for admission of families that reside anywhere in a specified area, including families with a member who works or has been hired to work in the area (“residency preference area”).

This residency preference is limited to the jurisdictional boundaries of the city of Alameda. Use of the residency preference will not have the purpose or effect of delaying admission to the program based on the race, color, ethnic origin, gender, religion, disability, or age of any member of an applicant family. Applicants who live or work in Alameda, or applicant families including at least one adult member who lives or works in Alameda, at

the time of application qualify for this preference. Time of application is based upon the original submission of the application or pre-application (subject to verification), or, if the applicant's status has changed since original submission, is based upon verified status at time full eligibility is processed. For homeless applicants, this preference will apply if the applicant had been living in Alameda prior to becoming homeless.

**Temporary Assistance to Needy Families (TANF):** The program that replaced the Assistance to Families with Dependent Children (AFDC) that provides financial assistance to needy families who meet program eligibility criteria. Benefits are limited to a specified time period.

**Tenant:** The person or family renting or occupying a Housing Authority-owned unit.

**Tenant Rent:** The amount payable monthly by the family as rent to the Housing Authority. Refer to the Administrative Plan for Section 8-assisted tenants.

**Third-Party (verification):** Written or oral confirmation of a family's income, expenses, or household composition provided by a source outside the household.

**Threatening:** Oral or written threats or physical gestures that communicate intent to abuse or commit violence. Also see "Abusive or violent behavior."

**Welfare Assistance:** Welfare or other payments to families or individuals, based on need, that are made under programs funded by Federal, State or local governments. (24 CFR 5.603(b))

Appendix A  
**AFFIRMATIVE FAIR HOUSING MARKETING PLAN**

The Housing Authority will recruit tenants using a strategy designed to ensure equal access to units for all persons in any categories protected by federal, state, and local laws governing discrimination.

Project Description and Unit Mix/Accessibility

Name of Complex / Type	No. of Units	Income Limit	Accessibility Features
<b>Anne B. Diament Plaza, 920 Park Street*</b>			
0BR / 1Bath	51		Wheelchair lift in Community Room
1BR/1Bath	13		
2BR/1Bath	1	Manager's Unit	
Total ABD Units	65		
<b>China Clipper Plaza, 460 Buena Vista Avenue*</b>			
0BR /1Bath	3	3 HOME	1 unit accessible
1BR/1Bath	14	8 HOME	
2BR/1Bath	8		
3BR/1Bath	1		
Total CC Units	26		
<b>Eagle Village, 700 blocks of Eagle and Buena Vista Avenues</b>			
1BR/1Bath	4	20% of	3 units accessible
2BR/1Bath	17	Units must	
3BR/2Bath	15	remain available	
Total EV Units	36	to Low income	
<b>Esperanza, corner of Third and Brush Streets*</b>			
1BR/1Bath	12		6 units accessible
2BR/1Bath	1	Manager's Unit	
2BR/1Bath	29	All units	
3BR/1.5Bath	48	must remain	
4BR/2Bath	24	available to	
5BR/2Bath	6	Low-income	1 unit accessible
Total ESP Units	120	(below 80% AMI)	
<b>Independence Plaza, 703, 705, 707, 709, 711 Atlantic Avenue</b>			

1BR/1Bath	89	Very Low	7 units accessible
1BR/1Bath	26	Low	
1BR/1Bath	43	Moderate	
2BR/1Bath	4	Very Low	2 unit accessible
2BR/1Bath	9	Low	This mix will change as the AHA decreases the number of very low units by around 10 per year.
2BR/1Bath	15	Moderate	
2BR/1Bath	1	Manager's Unit	
Total IP Units	186		
<b>Lincoln House, 745 Lincoln Avenue</b>			
1BR/1Bath	1	All Units	1 unit accessible
2BR/1Bath	3	Very Low	
Total LH units	4	HOME	

<b>Lincoln/Willow, 2101 &amp; 2103 Lincoln Avenue, 1602 Willow Street*</b>			
1BR/1Bath	5		1 unit accessible
Total LW units	5		
<b>Parrot Gardens, 1800 blocks of St. Charles and Bay Streets</b>			
2BR/1Bath	6		
3BR/1Bath	1	Manager's Unit	
3BR/1Bath	1		
Total PG Units	8		
<b>Parrot Village, 1800 blocks of Wood, Chapin, and St. Charles Streets*</b>			
2BR/1Bath	10	20% of Units must	5 units accessible
3BR/2Bath	20	remain available	
4BR/2Bath	20	to Low-income	
Total PV Units	50		
<b>Rosefield Village, 700 blocks of Eagle and Buena Vista Avenues</b>			
1BR/1Bath	31		3 unit accessible
2BR/1Bath	19		
2BR/1Bath	1	Manager's Unit	
4BR/3Bath	1		1 unit accessible
Total RV Units	52		
<b>Senior Condos, 2000 block of Otis Dr (2 units), 1800 block of Shoreline Drive (1 unit), and 900 block of Shorepoint Court</b>			
1BR/1Bath	7	6 Very Low	
Total CO Units	7	1 HOME Low	
<b>Sherman Street Complex, 1416 Sherman Street</b>			
2BR/1Bath	9	7 Very Low and	
Total SHS Units	9	2 HOME Low	
<b>Stanford House, 1917 Stanford Street*</b>			
1BR/1Bath	1		
2BR/1Bath	2		
3B/1Bath	1		
Total SH Units	4		
* Some units in these locations have project-based voucher (PBV) assistance attached in which case Section 8 income limits apply.			

### Qualifying for Residency

The Section 8 Administrative Plan and the Property Management Policy will guide staff on the qualifications for occupancy of Housing Authority units. All applicants will be screened and processed by the Housing Authority's eligibility staff.

### Public Noticing and Outreach

All noticing and advertising will include prominent use of the Equal Housing Opportunity logo and the ADA logo. All public notices will state where and when to apply, the type of assistance available, and any limitations on who may apply, including the restrictions on *noncitizens* with ineligible immigration status.

When the Housing Authority determines there is a need for additional families on any affordable waiting list, or if a shortage of applicants for a particular size or type of unit (e.g., four-bedroom unit or handicapped-accessible unit) or special program occurs, the Housing Authority will:

1. Open the waiting list and advertise this opening by:
  - Publishing a notice in local Alameda newspapers (e.g., *Alameda Journal* and *Alameda Sun*);
    - Posting a notice in the Housing Authority office; and
  - Posting a notice on the Housing Authority's website.

Refer to the Administrative Plan for guidance on actions to be taken when the Housing Authority opens any Section 8 waiting list.

2. All announcements regarding the availability/acceptance of applications will be mailed and/or e-mailed to a Marketing List of social services providers/community-based organizations. The Housing Authority will concentrate on contacting service providers/community-based organizations in the City of Alameda, but will also do outreach throughout Alameda County primarily through community-based organizations. In particular, where the Housing Authority has been unable to identify a city-wide community based organization for an identified population, the Housing Authority will contact the closest Alameda County organization (e.g., Center for Independent Living Centers for special outreach to persons with disabilities in Oakland and Berkeley and Native American Health Services in Oakland for special outreach to American Indians). The written material will clearly state the method for obtaining and submitting an application. The Housing Authority has developed and will maintain this Marketing List. The current version of the Marketing List is attached as Exhibit A to this Appendix.

### Rent Up Procedures / Waiting List / Unit Selection

Refer to the Property Management Policy or Section 8 Administrative Plan.



All Housing Authority staff are informed about the importance of furthering fair housing and providing an equal opportunity to all eligible families without regard to any category protected by federal, state, or local laws governing discrimination. Fair Housing Posters are posted throughout the Housing Authority office, including the lobby and interview rooms.

APPENDIX A  
Exhibit A  
SAMPLE MARKETING LIST  
SOCIAL SERVICE AGENCIES / COMMUNITY-BASED ORGANIZATIONS

- Alameda Chapter of the American Red Cross
- Alameda County Emergency Services Network
- Alameda County Health Care for the Homeless
- Alameda Food Bank
- Alameda Free Library (all)
- Alameda Homeless Network
- Alameda One Stop Career Center
- Alameda Point Collaborative
- Alameda Recreation and Parks (and Mastick Senior Center)
- Alameda Services Agencies Cooperative (ASAC)
- Alameda Social Service Human Relations Board
- Alameda Unified School District (and each individual school, and PTAs)
- American Indian Child Resource Center
- American Indian Resources Institute
- BANANAS (child care facility)
- Bay Area Community Services
- Building Futures With Women and Children
- Centers for Independent Living
- Child and Family Services
- Disabled American Veterans
- East Bay Agency for Children
- East Bay Habitat for Humanity
- East Bay Housing Organizations
- East Bay Native American Health Center
- East Bay Vietnamese Association
- ECHO Fair Housing
- Family Services Agency
- Homean Outreach Agency
- Korean Community Center of the East Bay
- Midway Shelter
- North Cities Jobs/Housing
- Oakland Chinese Community Council
- Project SHARE
- Renewed HOPE
- Senior Citizens Council
- Smart Healthy Babies Work Group
- Spanish Speaking Unity Council
- United Indian Nations Inc.
- Woodstock Child Development Center
- Society of St. Vincent de Paul

## APPENDIX B

### INCOME LIMITS

Refer to the Administrative Plan for Income Limits for the Section 8 programs.

#### 2017 INCOME AND RENT LIMITS HCD PROGRAMS (HOME, CDBG and NSP) Effective June 9, 2017

Persons in Household	Annual Income Extremely Low (30%)	Annual Very Low Income (50%)	(60%)	Annual Low Income (80%)	Annual Income Median (100%)*	Annual Income Moderate (120%)*
<b>1</b>	\$21,950	\$36,550	\$40,980	\$56,300	\$68,200	\$81,850
<b>2</b>	\$25,050	\$41,750	\$46,800	\$64,350	\$77,900	\$93,500
<b>3</b>	\$28,200	\$46,950	\$52,680	\$72,400	\$87,650	\$105,200
<b>4</b>	\$31,300	\$52,150	\$58,500	\$80,400	\$97,400	\$116,900
<b>5</b>	\$33,850	\$56,350	\$63,180	\$86,850	\$105,200	\$126,250
<b>6</b>	\$36,350	\$60,500	\$67,860	\$93,300	\$113,000	\$135,600
<b>7</b>	\$38,850	\$64,700	\$72,540	\$99,700	\$120,800	\$144,950
<b>8</b>	\$41,350	\$68,850	\$77,220	\$106,150	\$128,550	\$154,300

## APPENDIX C

### INFORMAL GRIEVANCE HEARING PROCESS

#### PURPOSE

The purpose of this document is to provide a process to resolve disputes between the Housing Authority and tenants where a Housing Authority action to terminate tenancy on actions from a notice with cause notice. This does not include terminations issued in a 3-day notice. This process will also be used for denial of a reasonable accommodation or modification.

#### APPLICABILITY

It will not apply to any other type of grievance concerning either an eviction for, or termination of tenancy including but not limited to any termination for any criminal activity that threatens the health, safety or right to peaceful enjoyment of the premises of other tenants or employees of the Housing Authority, OR an eviction or termination of tenancy for any drug-related criminal activity on or off such premises OR an eviction or termination for non-payment of rent.

#### PROCESS

Request for Grievance Process: The tenant must submit a written request to the Director of Operations within 14 calendar days after receipt of a notice of termination of tenancy for maintenance or repair charges. The tenant should include the reason(s) for the grievance, and the action or relief sought. The tenant should also include any request for reasonable accommodations to a disability necessary during the grievance process.

Scheduling: Upon receiving the tenant's complaint, a time to hear the grievance will be scheduled. Every effort will be made to schedule this meeting within 14 calendar days from the date of receipt of the request. Meetings will be held at the Housing Authority office.

Hearing the Grievance: Grievances will be presented to a Housing Authority staff member not involved in the decision to evict the tenant, who can be impartial, or an outside party. The meeting will be private.

The tenant must present, either orally or in writing, his or her grievance. The tenant may bring translators or witnesses to the meeting. The tenant may request translation services.

The tenant may present evidence and arguments in support of his or her complaint. Documents must be presented at the hearing; after the hearing, they will not be accepted.

Decision: A decision, based on the facts and in consideration of applicable laws, will be made as quickly as possible. Every effort will be made to notify the tenant of the decision in writing within 14 calendar days. The decision will be honored by the Housing Authority.

A decision in favor of the Housing Authority will not affect any rights the complainant may have to a trial de novo or judicial review in any judicial proceedings.

The Authority will not file an unlawful detainer action in a State or local court until a decision has been made through this process if the complaint is filed within the 14-day deadline.

## APPENDIX D: ELIGIBILITY REQUIREMENTS BY COMPLEX

All applicants for Property Management units must meet eligibility requirements outlined in the Property Management Policy.

<b>COMPLEX</b>	<b>UNIT TYPE</b>	<b>ADDITIONAL ELIGIBILITY REQUIREMENTS</b>
Anne B. Diament Plaza	Project-Based	Seniors; 24 CFR 982.201; Administrative Plan
Anne B. Diament Plaza	Affordable	Seniors
China Clipper	Project-Based	24 CFR 982.201; Administrative Plan
China Clipper	HOME	HOME Income Limits
China Clipper	Other	
Condos	HOME	Seniors; HOME Income Limits
Esperanza	Project-Based	24 CFR 982.201; Administrative Plan
Esperanza	Other	Under 80% of AMI
Independence Plaza	Affordable	Seniors under 80% AMI
Independence Plaza	Moderate	Seniors under 120% AMI
Lincoln House	HOME	HOME Income Limits
Lincoln/Willow	Project-Based	Seniors; 24 CFR 982.201; Administrative Plan
Parrot Village	Project-Based	24 CFR 982.201; Administrative Plan
Parrot Village	Other	
Stanford House	Project-Based	24 CFR 982.201; Administrative Plan
Sherman House	HOME	HOME Income Limits
Eagle Village/Parrot Village		20% of units for families under 80% of AMI

As allowed by program regulations, units at Anne B. Diament, China Clipper, Eagle Village, Esperanza, Lincoln/Willow, Parrot Gardens, Parrot Village, and Rosefield Village will be available first to Housing Choice Voucher holders.

Seniors: A family whose head, spouse, or sole member is a person who is at least 62 years of age. It may include two or more persons who are at least 62 years of age living together; or one or more persons who are at least 62 years of age living with one or more live-in aides. Family members must be at least 55 years of age.

## APPENDIX E: CALIFORNIA CIVIL CODE SECTION 51.3

(a) The Legislature finds and declares that this section is essential to establish and preserve specially designed accessible housing for senior citizens. There are senior citizens who need special living environments and services, and find that there is an inadequate supply of this type of housing in the state.

(b) For the purposes of this section, the following definitions apply:

(1) "Qualifying resident" or "senior citizen" means a person 62 years of age or older, or 55 years of age or older in a senior citizen housing development.

(2) "Qualified permanent resident" means a person who meets both of the following requirements:

(A) Was residing with the qualifying resident or senior citizen prior to the death, hospitalization, or other prolonged absence of, or the dissolution of marriage with, the qualifying resident or senior citizen.

(B) Was 45 years of age or older, or was a spouse, cohabitant, or person providing primary physical or economic support to the qualifying resident or senior citizen.

(3) "Qualified permanent resident" also means a disabled person or person with a disabling illness or injury who is a child or grandchild of the senior citizen or a qualified permanent resident as defined in paragraph (2) who needs to live with the senior citizen or qualified permanent resident because of the disabling condition, illness, or injury. For purposes of this section, "disabled" means a person who has a disability as defined in subdivision (b) of Section 54. A "disabling injury or illness" means an illness or injury which results in a condition meeting the definition of disability set forth in subdivision (b) of Section 54.

(A) For any person who is a qualified permanent resident under this paragraph whose disabling condition ends, the owner, board of directors, or other governing body may require the formerly disabled resident to cease residing in the development upon receipt of six months' written notice; provided, however, that the owner, board of directors, or other governing body may allow the person to remain a resident for up to one year after the disabling condition ends.

(B) The owner, board of directors, or other governing body of the senior citizen housing development may take action to prohibit or terminate occupancy by a person who is a qualified permanent resident under this paragraph if the owner, board of directors, or other governing body finds, based on credible and objective evidence, that the person is likely to pose a significant threat to the health or safety of others that cannot be ameliorated by means of a reasonable accommodation; provided, however, that the action to prohibit or terminate the occupancy may be taken only after doing both of the following:

(i) Providing reasonable notice to and an opportunity to be heard for the disabled person whose occupancy is being challenged, and reasonable notice to the coresident parent or grandparent of that person.

(ii) Giving due consideration to the relevant, credible, and objective information provided in the hearing. The evidence shall be taken and held in a confidential manner, pursuant to a closed session, by the owner, board of directors, or other governing body in order to preserve the privacy of the affected persons.

The affected persons shall be entitled to have present at the hearing an attorney or any other person authorized by them to speak on their behalf or to assist them in the matter.

(4) "Senior citizen housing development" means a residential development developed, substantially rehabilitated, or substantially renovated for, senior citizens that has at least 35 dwelling units. Any senior citizen housing development which is required to obtain a public report under Section 11010 of the Business and Professions Code and which submits its application for a public report after July 1, 2001, shall be required to have been issued a public report as a senior citizen housing development under Section 11010.05 of the Business and Professions Code. No housing development constructed prior to January 1, 1985, shall fail to qualify as a senior citizen housing development because it was not originally developed or put to use for occupancy by senior citizens.

(5) "Dwelling unit" or "housing" means any residential accommodation other than a mobilehome.

(6) "Cohabitant" refers to persons who live together as husband and wife, or persons who are domestic partners within the meaning of Section 297 of the Family Code.

(7) "Permitted health care resident" means a person hired to provide live-in, long-term, or terminal health care to a qualifying resident, or a family member of the qualifying resident providing that care. For the purposes of this section, the care provided by a permitted health care resident must be substantial in nature and must provide either assistance with necessary daily activities or medical treatment, or both.

A permitted health care resident shall be entitled to continue his or her occupancy, residency, or use of the dwelling unit as a permitted resident in the absence of the senior citizen from the dwelling unit only if both of the following are applicable:

(A) The senior citizen became absent from the dwelling due to hospitalization or other necessary medical treatment and expects to return to his or her residence within 90 days from the date the absence began.

(B) The absent senior citizen or an authorized person acting for the senior citizen submits a written request to the owner, board of directors, or governing board stating that the senior citizen desires that the permitted health care resident be allowed to remain in order to be present when the senior citizen returns to reside in the development.

Upon written request by the senior citizen or an authorized person acting for the senior citizen, the owner, board of directors, or governing board shall have the discretion to allow a permitted health care resident to remain for a time period longer than 90 days from the date that the senior citizen's absence began, if it appears that the senior citizen will return within a period of time not to exceed an additional 90 days.

(c) The covenants, conditions, and restrictions and other documents or written policy shall set forth the limitations on occupancy, residency, or use on the basis of age. Any such limitation shall not be more exclusive than to require that one person in residence in each dwelling unit may be required to be a senior citizen and that each other resident in the same dwelling unit may be required to be a qualified permanent resident, a permitted health care resident, or a person under 55 years of age whose occupancy is permitted under subdivision (h) of this section or under subdivision (b) of Section 51.4. That limitation may be less exclusive, but shall at least require that the persons commencing any occupancy of a dwelling unit include a senior citizen who intends to reside in the unit as his or her primary residence on a permanent basis. The application of the rules set forth in this subdivision



regarding limitations on occupancy may result in less than all of the dwellings being actually occupied by a senior citizen.

(d) The covenants, conditions, and restrictions or other documents or written policy shall permit temporary residency, as a guest of a senior citizen or qualified permanent resident, by a person of less than 55 years of age for periods of time, not less than 60 days in any year, that are specified in the covenants, conditions, and restrictions or other documents or written policy.

(e) Upon the death or dissolution of marriage, or upon hospitalization, or other prolonged absence of the qualifying resident, any qualified permanent resident shall be entitled to continue his or her occupancy, residency, or use of the dwelling unit as a permitted resident. This subdivision shall not apply to a permitted health care resident.

(f) The condominium, stock cooperative, limited-equity housing cooperative, planned development, or multiple-family residential rental property shall have been developed for, and initially been put to use as, housing for senior citizens, or shall have been substantially rehabilitated or renovated for, and immediately afterward put to use as, housing for senior citizens, as provided in this section; provided, however, that no housing development constructed prior to January 1, 1985, shall fail to qualify as a senior citizen housing development because it was not originally developed for or originally put to use for occupancy by senior citizens.

(g) The covenants, conditions, and restrictions or other documents or written policies applicable to any condominium, stock cooperative, limited-equity housing cooperative, planned development, or multiple-family residential property that contained age restrictions on January 1, 1984, shall be enforceable only to the extent permitted by this section, notwithstanding lower age restrictions contained in those documents or policies.

(h) Any person who has the right to reside in, occupy, or use the housing or an unimproved lot subject to this section on January 1, 1985, shall not be deprived of the right to continue that residency, occupancy, or use as the result of the enactment of this section.

(i) The covenants, conditions, and restrictions or other documents or written policy of the senior citizen housing development shall permit the occupancy of a dwelling unit by a permitted health care resident during any period that the person is actually providing live-in, long-term, or hospice health care to a qualifying resident for compensation. For purposes of this subdivision, the term "for compensation" shall include provisions of lodging and food in exchange for care.

(j) Notwithstanding any other provision of this section, this section shall not apply to the County of Riverside.

*(Amended by Stats. 2000, Ch. 1004, Sec. 3. Effective January 1, 2001.)*