



# **STATEMENT OF POLICIES**

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

APRIL 2008

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### **Notice**

This statement of policy is intended to define the policies over which the Housing Authority of the County of Riverside has discretion. The Code of Federal Regulations (CFR) Title 24 outlines the program and its various mandatory requirements. This Statement of Policies does not change any of the requirements of 24 CFR and in the event of any apparent differences, the Code of Federal Regulations supersedes. It is the intent of the Housing Authority of the County of Riverside to comply with all program regulations and directives as published by the U. S. Department of Housing and Urban Development. In matters where the HA has discretion, waivers to existing policy shall be determined by the Executive Director or his designee.

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

### **Adjusted Income (annual income less):**

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

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

### **Alcohol Abuse:**

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

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

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

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

- 15) Amounts received by the family in the form of refunds or rebates under state or local law for property taxes [aid on the dwelling unit;
  - 16) Amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; and
  - 17) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that include assistance under the 1937 Act (See exclusions in the Guidebook for a listing).
- d). If it is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal, or cyclic income) or the PHA believes that past income is the best available indicator of expected future income, the PHA may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

**Bifurcation of Lease:**

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

**Child Care Expenses:**

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

**Child Custody:**

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

**Co-head:**

One additional adult in the household who is equally responsible for the lease with the Head of Household. A Co-head does not qualify the family as a disabled household and consequently does not receive a \$400 annual allowance.

**Community Service:**

If required by HUD regulations, this agency will implement any required community service program. The provisions of community service require all non-exempt adult public housing residents to participate in eight hours of community service and/or economic self-sufficiency activities per month. Exempt residents include those over 62; blind or disabled individuals who certifies that because of this disability she or he is unable to comply with the service provisions; the primary caretaker of a disabled person; individuals working at least 30 hours per week or 30 hours of other work activities; individuals who meet the requirements for being exempted from having to engage in a work activity under the State program funded under part A of the title IV of the Social Security Act (42 U.S.C. 601 *et seq.*) or under any other welfare program of the State in which the PHA is located, including a State-administered welfare-to-work program.

**Dating Violence:**

Violence committed by a person:

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

**Dependent:**

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

**Disability Assistance Expense:**

Reasonable expenses that are anticipated, during the period for which annual income is computed, for attendant care and auxiliary apparatus for a disabled family member and that are necessary to enable a family member (including the disabled member) to be employed, provided that the expenses are neither paid to a member of the family nor reimbursed by an outside source.

**Disabled person**

A person who is any of the following:

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

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

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

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

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

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

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

**Displaced:**

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

**Domestic Violence:**

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

**Employment:**

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

**Family:**

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

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

**Flat Rent:**

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

**Full-Time Student:**

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

**Gainful Employment:**

Employed and working an average of 32 hours per week.

**Head of Household:**

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

**Homeless:**

An individual or family is considered homeless if he/she lacks a fixed, regular and adequate nighttime residence, or the primary residence is a supervised public or privately operated shelter, welfare hotel, or transitional housing facility.

**Immediate Family Member:**

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

**Live in Aide:**

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

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

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

- Commits fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program
- Commits drug-related criminal activity or violent criminal activity
- Is subject to lifetime registration as a sex offender
- Currently owes rent or other amounts to any PHA in connection with Section 8 or public housing assistance under the 1937 Act.
- If the head of household requires a live-in aide, the head of household must not be a live-in/caretaker for someone else.

**Low Income Family:**

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

**Medical Expense:**

Those medical expenses, including medical insurance premiums, that are anticipated during the period for which Annual Income is computed and that are not covered by insurance. Medical expenses are deducted for qualified disabled and elderly families only.

**Military Services of the United States:**

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

**Minimum Rent:**

\$50 monthly rent less the utility allowance deduction.

**Monthly Adjusted Income:**

One-twelfth of adjusted annual income.

**Monthly Income:**

One-twelfth of annual income.

**Net Family Assets:**

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

**Previously unemployed:**

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

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

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

**Public Housing Agency (PHA):**

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

**Reasonable accommodation:**

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

**Remaining Member:**

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

**Rent Burdened:**

Paying more than 50 percent of family income for rent and utilities.

**Residency Preference:**

Given to those applicants who, at the time of release from the waiting list, either: a) reside in the County of Riverside; or b) work (head/spouse or sole member of the household is employed). This residency preference will not have the purpose or effect of delaying or otherwise denying admission to the program based on race, color, ethnic origin, gender, religion, disability, or age of any member of an applicant family.

**Service Person :**

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

**Spouse:**

Spouse means the husband or wife of the head of the household.

**Stalking:**

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

**Temporary Financial Hardship:**

Decrease of income lasting less than 60 days.

**Tenant Rent:**

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

**Total Tenant Payment:**

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

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

**Utilities:**

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

**Utility Allowances:**

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

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

The amount, if any, by which the Utility Allowance for the unit, if applicable, exceeds the Total Tenant Payment for the family occupying the unit.

**VAWA:** Violence Against Women Act.

**Very Low-Income Family:**

A Lower Income family whose Annual Income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes.

**Veteran:**

A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released there from under conditions other than dishonorable.

**Working Family:**

A family in which at least one adult is working an average of at least 32 hours per week at California

minimum wage or higher for the last 60 days, or receiving State Disability or Workman's Compensation in lieu of earnings provided that the person was employed and working at least 32 hours per week at California minimum wage prior to receiving State Disability or Workman's Compensation.

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

**A. Eligibility for Admission**

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

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

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

**B. Selection of Tenants****Governing Conditions**

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

*Targeting admissions to extremely low income families— (1) Targeting requirement.* (i) Not less than 40 percent of the families admitted to a PHA's public housing program during the PHA fiscal year from the PHA waiting list shall be extremely low income families. This is called the "basic targeting requirement." (ii) To the extent provided in paragraph (b)(2) of this section, admission of extremely low income families to the PHA's Section 8 voucher program during the same PHA fiscal year is credited against the basic targeting requirement. (iii) A PHA must comply with both the targeting requirement found in this part and the deconcentration requirements found in part 903 of this chapter. (2) **Credit for admissions to PHA voucher program.** (i) If admissions of extremely low income families to the PHA's voucher program during a PHA fiscal year exceeds the 75 percent minimum targeting requirement for the PHA's voucher program (see 24 CFR 982.201(b)(2)), such excess shall be credited (subject to the limitations in paragraph (b)(2)(ii) of this section) against the PHA's basic targeting requirement for the same fiscal year. (ii) The fiscal year credit for voucher program admissions that exceed the minimum voucher program targeting requirement shall not exceed the lower of: (A) Ten percent of public housing waiting list admissions during the PHA fiscal year; (B) Ten percent of waiting list admission to the PHA's Section 8 tenant based assistance program during the PHA fiscal year; or (C) The number of qualifying low income families who commence occupancy during the fiscal year of PHA public housing units located in census tracts with a poverty rate of 30 percent or more. For this purpose, qualifying low income family means a low income family other than an extremely low income family.

**Documentation**

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

- Driver's License or State Identification Card, Passport, or other form of photo ID
- Social Security Cards for each family member (who has had a Social Security number (SSN) issued to them) who will be residing in the unit. If any family member has not been assigned a Social Security number, the Head of Household will be required to sign a certification stating the name of the individual and that the individual has not been assigned a SSN but if one is later received the SSN the number will be disclosed
- Verification of all sources of income

Public Housing applicants will also have to provide:

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

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

**Criminal History**

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

- Persons evicted from public Housing, Indian Housing, Section 23 or any Section 8 program because of drug-related criminal activity are ineligible for admission for a five year period following the date of such eviction unless the person involved in the drug activity is no longer a member of the family, or has successfully completed a rehabilitation program approved by the PHA and meets the exception policy.
- Any person who was convicted of manufacturing or producing methamphetamine on the premises of an assisted housing project will be permanently denied admission to public Housing.
- Any person subject to a lifetime registration requirement under a State sex offenders' registration program will be denied.
- Criminal activity directly relating to domestic violence, dating violence, sexual assault, or stalking, engaged in by a member of a tenant's household or any guest or other person under the tenant's control shall not be cause for termination of assistance, tenancy, or occupancy rights if the tenant or an immediate member of the tenant's family is the victim or threatened victim of that domestic violence,

dating violence, sexual assault, or stalking.

**Credit History**

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

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

Applicants who have been evicted and/or have civil judgments for unpaid rent/damages will be denied.

Ideally, applicants will have no more than 30% of their accounts delinquent or other negative status (collection accounts, profit and loss write offs, etc.). For applicants who do not meet the 30% criteria, the following guidelines will be used: There may not be more than 5 negative accounts, and no more than one of those may be unpaid utility accounts.

Applicants with no credit history at all may be considered.

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

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

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

**Rental History**

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

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

**Fraud**

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

**Denials**

Any applicant denied will be notified in writing of the reasons for the determination. All applicants who are denied for any of the reasons stated above have the right to request an Informal Review to

dispute the reasons for denial. Requests for Informal Reviews must be in writing, and must be received by the Housing Authority within 10 days of the date on the denial letter. Applicants will be given the opportunity to submit documentation to be considered.

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

**Preferences**

The HA has implemented the following preferences for selecting names from the waiting list. In accordance with California State Law, at each level of preference, veterans and/or active duty servicemen and their spouse or widow/er will have priority. In accordance with Federal Regulations, in each category below, from the families that meet all preferences, the Housing Authority will release families to result in a successful occupancy. At the discretion of the Housing Authority, a selection may be made from registrants meeting the extraordinary local preference.

**EXTRAORDINARY LOCAL PREFERENCE**

Up to a total of 10% of annual admissions will be targeted for an extraordinary local preference for the following registrants: Witness Relocation, Referrals by the Court Program (A program run by Riverside County Family and Dependency Drug Courts), Foster Care Youth (A program of the Council for Youth Development), registrants displaced by government action or emergency as certified by a city, county or state agency official, etc. (executive level or above). The approval of the Assistant Director or designee is necessary for an extraordinary local preference. **CFR 960.206 (a)(1)(2).**

**FIRST LEVEL**

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

**SECOND LEVEL**

- 1) County of Riverside Residency Preference, including homeless, and
- 2) Non-Working Families with dependent or minor children

**THIRD LEVEL**

- 1) County of Riverside Residency Preference, including homeless, and
- 2) Working families without children

**FOURTH LEVEL**

- 1) County of Riverside Residency Preference, including homeless, and
- 2) Non-working families without children.

Within the preference groups set forth above, when two or more applicants each needing the same size and type of unit and each having the same selection preferences or preferences of equal weight

and the income range desired to maintain a broad cross-section being the same, date and time of application, and date of deposit submitted, will be the determinant.

Within the preference groups set forth above, to be considered a family with children, an adult household member must have legal custody or guardianship of the minor. Legal custody is determined by considering marriage, birth, adoption or court and government agency awarded custody.

**C. Income Limits**

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

**D. Family Choice in Rents**

**Authority for Family to Select**

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

**Flat Rents**

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

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

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

**Income-Based Rents**

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

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

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

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

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

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

**Minimum Rent:**

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

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

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

(A) If a family requests a financial hardship exemption, the PHA must suspend the minimum rent requirement beginning the month following the family's request for a hardship exemption and continuing until the PHA determines whether there is a qualifying financial hardship, and whether such hardship is temporary or long term.

(B) The PHA must promptly determine whether a qualifying hardship exists and whether it is temporary or long term.

(C) The PHA may not evict the family for nonpayment of minimum rent during the 90-day period beginning the month following the family’s request for a hardship exemption.

(D) If the PHA determines that a qualifying financial hardship is temporary, the PHA must reinstate the minimum rent from the beginning of the suspension of the minimum rent. The PHA must offer the family a reasonable repayment agreement, on terms and conditions established by the PHA, for the amount of back minimum rent owed by the family.

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

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

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

**West County Flat Rents**

Project 006	34th Street	2 bedroom	\$825
Project 007	Jackson Street	1 bedroom 2 bedroom	\$825 \$975
Project 011/014	Machado Street	2 bedroom	\$850
Project 013	Fairview Street	2 bedroom	\$850
Project 015	Idyllwild Street	2 bedroom	\$800
Project 016/020	Gloria Street	1 bedroom 2 bedroom 3 bedroom 4 bedroom	\$800 \$975 \$1000 \$1100
Project 018	Dracaea Street	2 bedroom	\$925

Project 021	Midway Street	1 bedroom	\$650
		2 bedroom	\$800
		3 bedroom	\$875
Project 018/022	Fort Drive	1 bedroom	\$675
		2 bedroom	\$750
		3 bedroom	\$825
Scattered Sites	Highland	2 bedroom	\$725
	Sherman	3 bedroom	\$1100
4 bedroom		\$1200	

**East County Flat Rents**

Project 001	Beaumont	3 bedroom 4 bedroom	\$700 \$750
Project 008	Banning	2 bedroom	\$750
Project 028	Desert Hot Springs	2 bedroom 3 bedroom	\$650 \$700
Project 010	Cathedral City	2 bedrooms	\$825
Project 002	Indio	2 bedrooms 3 bedrooms 4 bedrooms	\$775 \$825 \$875
Project 009	Thermal I	2 bedrooms	\$675
Project 031	Thermal II	3 bedroom 4 bedroom 5 bedroom	\$750 \$825 \$900
Project 027	Mecca	3 bedroom 4 bedroom 5 bedroom	\$650 \$725 \$800

**E. Occupancy Standards**

To avoid overcrowding and prevent waste of space, dwellings are to be leased in accordance with the occupancy standards set forth below. In the event, however, should there be dwellings which cannot be filled with families of appropriate size, after all possible efforts have been made to stimulate applications, eligible families of the most nearly appropriate size will be assigned them, with the understanding that the families will be transferred to units of the proper size should families of appropriate size require the unit. However, at no time will the *initial* assignment of a unit exceed 2 people per bedroom plus 1 for a living/sleeping area, nor less than one person per bedroom. Reasonable accommodation requests will be considered for persons with disabilities.

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
1	1	3
2	2	5
3	4	7
4	6	9
5	8	11

Every family member, regardless of age, is to be counted as a person. For the purpose of occupancy, an unborn child is counted as a person. Foster children/adults are not counted for purposes of determining bedroom size in public housing.

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

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

**F. Transfers**

When it is found that the size of the dwelling is no longer suitable for the family in accordance with these standards, the family will be required to move as soon as a dwelling of appropriate size becomes available. To the maximum extent possible, needed transfers will take precedence over new admissions. Transfers will not be limited to the project in which the family lives. A family who is required to transfer will be offered the next available unit that the PHA determines will meet the

needs of the request. If the family chooses not to lease that unit, the PHA obligation to transfer the family will be considered met and the family may be given a 30 day notice to vacate.

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

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

The tenant will be charged a deposit on the new unit that is appropriate. The standard security deposit is equal to the family's monthly rent or \$260, whichever is greater. The deposit on the vacated unit will be either refunded or accounted for according to California State law within 21 days of the family's vacating the unit.

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

The Housing Authority allows 48 hours for the tenant to turn in the keys and release possession of the old unit to the Housing Authority or the Resident Services Assistant from the date the lease is signed or keys received for the new unit. Paragraph 8 (q) of the lease agreement states that the tenant shall "Not receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of this lease." The tenant is responsible to pay rent on the old unit until keys are turned in. If the tenant does not turn in the keys or release possession of the old unit within 48 hours, the tenant is responsible to pay the daily Market Rate based on the Flat Rent Amount for the old unit based on Site and bedroom size of old unit. The tenant cannot receive subsidy for two units and because the lease was signed and the tenant issued keys for the new unit, the new unit is subsidized as of the date the lease was signed or keys received.

#### **G. Rent, Utility Reimbursement**

The amount of rent payable by the tenant to the PHA shall be the Tenant Rent, as defined in and calculated in accordance with Section I.(J) of these policies. Where applicable, the Utility Reimbursement (as defined in Section I.(M) of this document) will be paid to the tenant by the PHA.

If the utility company consents, a PHA may pay the Utility Reimbursement jointly to the family and the utility company or directly to the utility company.

#### **H. Leasing of Dwelling Units**

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

1. Execution of Lease Agreement

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

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

2. Residents will be given a Briefing Packet at the time of initial lease up. This packet will contain information on maintenance procedures, unit care and housekeeping, utility services and information pertinent to the particular site they will be living at. In addition, all new residents will be required to watch a short video on housekeeping standards and sign an agreement to maintain their unit according to those standards.
3. Cancellation of the Lease Agreement  
Cancellation of a tenant's Lease is to be in accordance with the provisions of the tenant lease form.

**SECTION III. CONTINUED OCCUPANCY POLICIES****A. Eligibility for Continued Occupancy**

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

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

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

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

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

2. Interim Re-examinations: Any *decreases* in the family's income of at least \$50.00 monthly, or any changes in the family's composition that are reported that will decrease the family's rent, the PHA will make the change effective the first of the next month, providing verification of the change has been received. If any changes that are reported will *increase* the family's rent, the PHA will give at least a 30 day notice before the increase takes effect. Increases in income will be processed if there is an increase of at least \$50 per month in the family's income, or if the change is for families eligible for, or currently receiving, income disallowance. Participants must report all changes in income, assets, and family household composition in writing. Changes will be processed if they are anticipated to continue for 60 or more days.
3. Income changes from welfare program  
Families will not have their rents reduced (to the extent that the decrease in income is a result of the benefit reduction) if welfare or public assistance is reduced due to:

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

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

- The expiration of a lifetime time limit; or
  - Where the family has complied with welfare program requirements but is unable to obtain employment.
4. Action Required Following Re-examination: Immediately following each tenant's reexamination, he/she is to be informed in writing concerning:
- a. Any change to be made in the rent or size of dwelling occupied;
  - b. Increases in rent are to be made only after all facts have been verified and, in no case, without at least 30 days notification to the tenant.
  - c. Decreases in rent are to be made effective the first of the month following that in which the change in family circumstance is reported.
5. Misrepresentations: If the re-examination discloses that families, at the time of admission or at any other previous determination of income and rent, made misrepresentations which resulted in their being classified as eligible when, in fact, they were ineligible, they are to be required to vacate even though they may currently be eligible. Also, if at the time of re-examination it is found that the tenants' misrepresentations have resulted in their paying a lower rent than they should have paid, they are to be required to pay the difference between the rent paid and what should have been paid and in justifiable cases, the PHA may take such other action as it deems advisable.

**SECTION IV. ADMISSION PROCEDURE**

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

1. This section sets forth the basic steps which are to be taken in obtaining and verifying information from applicant families for the purpose of:
  - a. Determining whether they meet the conditions of eligibility for admission set forth in Section II. (A.);
  - b. Applying the preference requirements established in Section II. (B.);
  - c. Determining the rent to be charged in accordance with Section II. (D.);
  - d. Determining the size of the dwelling required in accordance with Section II. (E.)
2. Establishing the application pool, method of filing applications, and selection of tenants shall be as set forth in the PHA's adopted Tenant Selection and Assignment Plan, attached as Exhibit "B" of this document.
3. Tenants will be selected from among applicants eligible for dwellings of given sizes in such a manner as to avoid concentration of families according to income levels. In determining whether a family is eligible for admission or Continued Occupancy, the PHA shall consider information such as:
  - a. An applicant's past performance in meeting financial obligations, especially rent;
  - b. A record of disturbance of neighbors, destruction of property, or living or housekeeping habits at prior residences which may adversely affect the health, safety or welfare of other tenants;
  - c. Criminal activity involving crimes of physical violence to persons or property and other criminal acts which would adversely affect the health, safety or welfare of other tenants;
  - d. Drug-related criminal activity, especially the manufacture, sales or distribution of controlled substances;
  - e. Other criminal activity, which may threaten the health or safety, or right to peaceful enjoyment of the premises by other residents or persons residing the immediate vicinity;
  - f. Other criminal activity, which may threaten the health or safety of the owner, property management staff, or persons performing a contract administration function or responsibility on behalf of the PHA (including a PHA employee or a PHA contractor, subcontractor or agent).
  - g. A family involved in drug-related criminal activity or violent criminal activity or any criminal activity that threatens the health, safety or right to peaceful enjoyment of other residents or others in the immediate vicinity in any housing program administered by the Housing Authority will be denied or terminated from the program in accordance with the County of Riverside's Zero Tolerance Policy adopted on June 4, 1996 and Amendment adopted April 6, 2004.

- h. Persons convicted of sex offenses that require a lifetime registration as a sex offender are prohibited from participation in any housing assistance programs administered by the Housing Authority in accordance with Federal Regulations.

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

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

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

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

If, after verification of application data, it is determined that the applicant is eligible, he shall be notified of the approximate date he may be housed, insofar as that date can be reasonably determined.

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

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

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

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

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

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

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

1. Determination of Re-examination Date:  
The re-examination of all families is to be conducted at least annually from the time of admission.
2. Re-examination Procedures:  
Data assembled at the time of re-examination is to be filed in the file set up for the family at the time of its admission.
  - a. Receipt of Eligibility Questionnaire:

Each tenant family is required, at the time of re-examination, to complete and sign the Eligibility Questionnaire and to provide the required information. All entries are to be made in ink, indelible pencil, or type written. Corrections or changes are to be made by lining through the original entry and entering the correct data. Such changes are to be dated and initialed by the person recording the changed data, and the reasons for such changes are to be noted in the record. All persons 18 years of age and older are required to review the Eligibility questionnaire in its entirety, and include all requested information, and initial and sign where required. All responses must be true and complete.

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

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

**SECTION VI. VERIFICATION PROCEDURES****Introduction**

HUD regulations (24 CFR 960.259 (c)) require that the factors of eligibility and Total Tenant Payment (TTP) be verified by the HA. Applicants and program participants must furnish proof of their eligibility whenever required by the HA, and the information they provide must be true and complete. The HA's verification requirements are designed to maintain program integrity. This chapter explains the HA's procedures and standards for verification of preferences, income, combined assets exceeding one thousand dollars (\$1000.00), allowable deductions, family status, and changes in family members. The HA will ensure that proper authorization from the family is always obtained before making verification inquiries.

**A. Release of Information**

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

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

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

**B. Methods of Verification**

The PHA will verify information through the five methods of verification acceptable to HUD in the following order:

1. Enterprise income verification (EIV)
2. Third-Party written verification
3. Third-party oral verification
4. Review of tenant supplied original documents
5. Certification/self-declaration

**Enterprise Income Verification (EIV)**

The HA will utilize EIV and the Work Number, whenever possible.

**Use of Third-Party Verification to Supplement EIV**

EIV enhances, to the maximum extent possible, the third-party verification process of contacting individual employers identified by families or reviewing outdated income verification documents. EIV should not be considered an automatic substitute for other third-party verification. Rather, it may supplement other verification documentation, such as tenant-provided current, original documents. EIV documents will not be printed unless the caseworker is researching possible fraud. At the conclusion of the investigation, all EIV documents will be destroyed according to the established PHA policy.

**Third-Party Written Verification**

Third-party written verification is used to verify information directly with the source.

The family will be required to sign an authorization allowing the information source to release the specified information.

Verifications received electronically directly from the source are considered third-party written verifications.

Third-party verification forms, including computerized printouts, will not be hand-carried by the family under any circumstances. The HA will send requests for third-party written verifications to the source at all times regardless of whether the family provides a computerized printout.

If third-party written verification is not used, the HA will document the reasons in the file.

For applicants, verifications may not be more than 60 days old at the time of leasing a unit. For participants, they are valid for 120 days from date of receipt.

**Third-Party Oral Verification**

Oral third-party verification will be used when written third-party verification is delayed or impossible. When third-party oral verification is used, staff will be required to document with whom they spoke, the date of the conversation, and the facts provided. If oral third-party verification is provided by telephone, the HA must originate the call. If third-party verification is not available, the HA will compare the specified information to any documents provided by the family.

**Review of Documents**

In the event that UIV, third-party written, or third party oral verification, is unavailable or information has not been verified by a third party within four weeks, the HA will annotate the file accordingly and utilize documents provided by the family as the primary source if the documents contain complete information.

All such documents, excluding government checks, will be photocopied and retained in the family file. When documents cannot be photocopied, staff viewing the documents will annotate the file accordingly.

The HA will accept the following original (no photocopies accepted) documents from families, including: printed wage stubs; computer printouts from employers; and signed letters.

The HA will not accept photocopies as a form of third party verification.

If third-party verification is received after documents have been accepted as provisional verification and there is a discrepancy, the HA will contact the third-party source and the family to resolve differences.

The HA will allow up to ten days for families to provide documents when third-party verification is impossible to obtain.

**Self-Certification/Self-Declaration**

When information cannot be verified by a third party or by review of documents, families will be required to submit a self-certification.

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

**C. Computer Matching**

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

**D. Items to be verified**

All eligibility factors will be verified, such as waiting list preference, income, combined assets exceeding one thousand dollars (\$1000.00), and household composition.

**E. Verifying non-financial factors**

**Verification of Legal Identity**

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

**Family Relationships**

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

**Verification of Permanent Absence of Adult Member**

If an adult member who was formerly a member of the household is reported permanently absent by the family, the PHA will require verification of the new address, and a notarized or certified statement signed by the individual who is permanently absent requesting to be removed from the household and lease and relinquishing any portion of his/her security deposit. If the individual is unavailable or refuses to sign the above documents, the Head of Household or remaining adult member must obtain a move out order from the court.

**Verification of Change in Family Composition**

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

**Verification of Disability**

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

**Verification of Citizenship/Eligible Immigrant Status**

To be eligible for assistance, individuals must be U.S. citizens or eligible immigrants. Individuals who are neither may elect not to contend their status. Eligible immigrants must fall into one of the categories specified by the regulations and must have their status verified by Immigration and Naturalization Service (INS). Each family member must declare his or her status. Assistance cannot be delayed, denied, or terminated while verification of status is pending except that assistance to applicants may be delayed while the PHA hearing is pending.

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

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

**Verification of Social Security Numbers**

Social security numbers must be provided as a condition of eligibility for all family members age six and over if they have been issued a number

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

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

- (a) Failure to make payments due under the lease shall be cause for termination of tenancy.
- (b) Other good cause or any violation of the Lease Addendum of Drug and Crime Free Housing shall be cause for termination of tenancy.
- (c) Discovery after admission of facts that made the tenant ineligible.
- (d) Discovery of material false statements or fraud by the tenant in connection with an application for assistance or with re-examination of income.
- (e) The HA shall prohibit admission, and terminate tenancy to any individual who is subject to a lifetime registration under a State sex offender registration program.
- (f) Failure to accept an offer of a new lease or lease revision in a timely manner.
- (g) Failure of a family member to comply with the community service requirement.

**Lease Termination Notice:**

The HA shall give written notice of lease termination of:

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

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

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

**A. Termination of tenancy**

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

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

**B. Bifurcation of Lease.**

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

**C. Certification.**

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

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

**D. Confidentiality.**

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

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

**A. Applicability**

1. The Housing Authority grievance procedure shall be applicable to all individual grievances as defined in Section B of this procedure between the tenant and the Housing Authority. In those jurisdictions which require that prior to eviction, a tenant be given a hearing in court containing the elements of due process, the Housing Authority may exclude from its procedure any grievance concerning an eviction or termination of tenancy based upon a tenant's creation or maintenance of a threat to the health or safety of other tenants or Housing Authority employees.
2. The Housing Authority grievance procedure shall not be applicable to disputes between tenants not involving the Housing Authority or to class grievances. The grievance procedure is not intended as a forum for initiating or negotiating policy changes.

**B. Definitions**

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

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

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

**C. Informal Settlement of Grievance**

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

**D. Procedure to Obtain a Hearing**

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

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

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

**E. Procedures Governing the Hearing**

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

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

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

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

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

**G. Housing Authority Eviction Actions**

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

**H. Costs of the Hearing**

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

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

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

**A. Communication**

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

- Staff will conduct “knock and talks” with residents when conducting site visits. They will ask the residents if they have any concerns. Any concerns raised will be addressed.
- Resident meetings will be held twice a year on the sites for outreach purposes and to encourage community involvement.
- Residents will continue to be invited to attend the monthly Public Housing staff meetings. Residents will be informed of the times and dates of the meetings, they will be published in the quarterly newsletter and/or notices will be posted at sites.
- Resident Concern Forms will be available in the managers’ offices and at the PHA offices. One will be given to residents at their annual inspection and at their initial leasing appointment.
- Customer Service Surveys will be given to residents at HA office appointments
- Managers have office hours that include either one evening or one weekend day to better meet the needs of working residents.
- Annual Community Day events will be held at most sites. In-kind support is received from other agencies such as the police and fire departments. Fundraising is performed to self-fund the events. The events will be held on various dates from April 2008 through June 2008.
- Resident concerns submitted in writing will be responded to timely.
- A quarterly newsletter is sent to all residents informing them of resident services, upcoming events, self-sufficiency opportunities, and information pertaining to addenda, rules and the lease.

**B. Safety**

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

**C. Neighborhood Appearance**

- We have a graffiti removal program to have it removed promptly.

- All sites have Resident Services Assistants to maintain the property. These Assistants work hand-in-hand with the Maintenance Department to ensure prompt removal of trash, broken glass, etc.
- We contract with pest control service companies who monthly service both individual units and common areas. If a particular unit needs additional service, it is completed.
- Maintenance has a regular preventative maintenance program which maintains individual units as well as common areas.
- Landscaping services are contracted and services are provided weekly, which includes mowing, trimming, sprinkler servicing and removal of leaves, etc.
- Playground equipment, tot lots, basketball courts and picnic areas are maintained and Resident Assistants monitor their use.

EXHIBIT A

INCOME LIMITS EFFECTIVE March 10, 2008

<b>Family Composition</b>	<b>Very Low Income 50% of Median</b>	<b>Low Income 80% of Median</b>
1 Person	\$23,300	\$37,300
2 Persons	\$26,650	\$42,650
3 Persons	\$29,950	\$47,950
4 Persons	\$33,300	\$53,300
5 Persons	\$35,950	\$57,550
6 Persons	\$38,650	\$61,850
7 Persons	\$41,300	\$66,100
8 Persons	\$43,950	\$70,350

**EXHIBIT B**

**TENANT SELECTION AND ASSIGNMENT PLAN**

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

Households wishing to apply for public housing may complete and submit applications in either of the Housing Authority offices located in Indio and Riverside. Applications are accepted in person, on the website, by fax and mail during regular business hours. Requests for mail-out applications will be honored.

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

Separate preference lists by area:

- A. Area #1**                      **West County:**  
 Rubidoux, Glen Avon, Pedley, Norco, Corona, Riverside, Moreno Valley, Perris, Romoland, Homeland, Sun City, Winchester, Lake Elsinore, Canyon Lake, Temecula, Rancho California, San Jacinto, Hemet
- B. Area #2**                      **East County:**  
 Beaumont, Banning, Cabazon, Desert Hot Springs, Cathedral City, Palm Springs, Palm Desert, Coachella, Mecca, Blythe, Thermal, Indio

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

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

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

	Location	Bedroom size
Area #1	4675 Jackson, Riverside	1, 2
	34th Street, Riverside	2
	372 Highland, Riverside	2
	3990 Fort Dr., Riverside	1, 2, 3
	25033 Gloria, Moreno Valley	1, 2, 3, 4
	24340 Dracaea, Moreno Valley	2
	22245 Sherman St, Moreno Valley	3, 4
	120 Midway, Perris	1, 2, 3
	33051 Fairview, Lake Elsinore	2
	16436 Broadway, Lake Elsinore	2
	479 Idyllwild Dr., San Jacinto	2
Area #2	777 E. 5 <sup>th</sup> St, Beaumont	3, 4
	975 E. Williams, Banning	2
	Don English, Desert Hot Springs	2, 3
	34355 Corregidor Dr, Cathedral City	2
	45-909 Aladdin, Indio	2, 3, 4
	56-640 Polk St, Thermal	2
	56-690 Polk St, Thermal	3, 4, 5
	91-400 7 <sup>th</sup> Street, Mecca	3, 4, 5

3. As vacant units become available, assignments will be made on a daily basis to eligible applicants according to his/her relative standing or position on the waiting list. Each eligible applicant on the waiting list will be referred in the order of preference/and income range to an appropriate available unit.
4. The applicants at the top of the list for the available size unit will be selected unless:

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

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

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

When offering an accessible unit to an applicant not having handicaps requiring the accessibility features of the unit, the PHA will require the applicant to agree (and incorporate this agreement

into the lease) to move to a non-accessible unit when the handicap accessible unit is needed by a handicapped family, and a suitable unit is available for the non-handicapped family to move into.

- 9. The Authority currently administers two types of resident transfers, as follows:
  - a. Required Transfer: Results when a resident's unit is no longer suitable in accordance with the Authority's occupancy standards.
  - b. Medical Transfer: Transfers may be granted for verifiable medical reasons and as a reasonable accommodation for disabled/handicapped persons.

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

- (1) Vacancies will first be offered to existing residents who are required to transfer.
  - (2) Remaining vacancies will then be offered to existing residents who have requested medical transfers (as set forth in item 9, B. above).
  - (3) Any remaining vacancies will be offered to new applicants for housing assistance.
- 10. Removal from the Waiting List: Failure to respond to mailings, requests for information and updates within 30 calendar days will result in the Applicant being withdrawn from the Waiting List. If a letter is returned by the Post Office without a forwarding address, the registrant will be removed without further notice from all waiting lists that the applicants name appears on, and a record will be maintained on the computer. Reasonable accommodations will be made for persons with disabilities. The waiting list will be purged periodically by a mailing to registrants to ensure that the waiting list is current and accurate.

**EXHIBIT C**

**TENANT CHARGES**

**MAINTENANCE REPAIR COSTS**

The flat rate charges listed will apply to all repairs; some of which are not applicable tenant charges. (Only tenant damages and that which is beyond normal wear and tear will be charged to the tenant.) In the event work items listed below are completed by contract (other than Housing Authority staff) the flat rate charge will apply except when the charge for services is less than the flat rate, in which case the tenant will be charged the lesser amount.

All items of repair not listed will be charged on a time and material or actual cost basis. Labor will be calculated at \$40.00 per hour with a half hour minimum.

	<b><u>Flat Rate Charge</u></b>
<b>1. WINDOW REPAIRS</b>	
a. Single Strength	Contract charge + Labor
b. Double Strength	Contract charge + Labor

c. Double glazed windows	Contract charge + Labor
d. Bathroom mirror	45.00
<b>2. WINDOW COVERINGS (Replacement)</b>	
a. Replace vertical blinds 48" x 48" and under	45.00
b. Repair vertical blinds	15.00
c. Replace vertical blinds above 48" x 48"	60.00
d. Replace vertical vanes	5.00 each
<b>3. SCREEN REPAIR/REPLACE</b>	
a. Re-screening only	1.25 sq. ft.
b. Complete new screen	2.75 sq. ft
c. Sliding Screen Door replacement	60.00
<b>4. DOOR REPAIRS/REPLACEMENT</b>	
a. Hollow core (interior)	45.00 + Labor
b. Solid core (exterior & garage access)	175.00 + Labor
c. Door jamb replacement, exterior	150.00 + Labor
d. Door jamb replacement, interior	20.00 + Labor
e. Door jamb repair	20.00
f. Heavy duty screen door (including installation)	175.00
g. Entry door locks	75.00 + Labor
h. Deadbolt locks	65.00 + Labor
i. Change core on lock (front, rear, storage)	25.00 each
j. Keys (each)	3.50 each
k. Interior privacy lock (bath)	25.00
l. Interior passage lock	15.00
m. Mailbox keys	20.00
n. Rehang wardrobe doors (2) - no repairs	10.00
o. Repair/rehang wardrobe doors (2)	30.00
p. Replace wardrobe doors vinyl	125.00 48" x 80" installed
<b>5. WALL REPAIRS (Interior)</b>	
a. Dry wall construction	30.00 per sq. ft. or portion thereof
b. Plaster construction	40.00 per sq. ft. or portion thereof
<b>6. CABINET REPAIR</b>	
a. Wood paneling/cabinet fronts	45.00 per panel
b. Cabinet door & drawer replacement	45.00
c. Hinge replacement	10.00 per pair
d. Drawer guides	10.00 per pair
<b>7. FLOOR REPAIRS</b>	
a. Vinyl tile	5.00 square
b. Cove base replacement	2.00 lin. ft.
<b>8. ELECTRICAL REPAIR</b>	

a. Light switch or plug replacement	15.00
b. Dining room hanging light fixture	40.00
c. Wall/porch light fixture	35.00
d. Bath, bedroom and hall light fixture	40.00
e. Switch or plug plates	5.00
f. Globe only	15.00
g. GFI	45.00
h. Light bulb (60 watt)	2.00
i. Light bulb (48" fluorescent)	5.00
j. Smoke Detector replacement—Battery operated	25.00
k. Smoke Detector replacement—Electrically operated	45.00

**9. PLUMBING REPAIRS/ BATHROOM**

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

**10. HEATING / COOLING**

a. Thermocouples	15.00
b. Fan controls	20.00
c. Thermostat	50.00
d. Cooler switch	20.00

- e. Wall heater cover 65.00
- f. Control knobs 3.00

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

- a. One bedroom unit 250.00
- b. Two bedroom unit 275.00
- c. Three bedroom unit 350.00
- d. Four bedroom unit 400.00
- e. Ceiling per room 75.00

**12. CLEANING**

- a. Cleaning of complete unit (excluding stove & carpet):
  - One bedroom 105.00
  - Two bedroom 125.00
  - Three bedroom 145.00
  - Four bedroom 165.00
  - Five bedroom 185.00
- b. Cleaning of individual items
  - Average refrigerator 30.00
  - Average stove 45.00
  - Clean sink 10.00
  - Clean bathtub 15.00
  - Clean blinds 6.00
  - Clean windows (average house) 40.00
  - Clean walls (average house) 60.00
  - Shampoo carpet (average house) 95.00(if exceeds normal wear/tear)
  - Repair or replace carpet (average) 18.00 a yard
  - Haul trash 100.00 a load
  - Clean parking space 40.00

**13. APPLIANCES**

- a. Complete stove replacement 400.00
- b. Oven controls 75.00
- c. Stove top replacement 50.00
- d. Burner grates (4) 20.00
- e. Oven control valves 65.00
- f. Vent hood fan 95.00
- g. Vent hood filter 10.00
- h. Thermocouples (pilot) 15.00
- i. Safety shut-off valves 75.00
- j. Burner & Oven knobs 5.00

**14. EXTERIOR**

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

**14. OTHER TENANT CHARGES**

a. Late rent charge	30.00
b. Returned check	25.00
c. Lock-out ( During working hours)	30.00
d. Lock-out (After working hours)	45.00 (plus travel time)
e. Monthly Pet Charge	10.00

**15. DEPOSITS**

a. Security deposit (Tenant rent or \$260.00, whichever is greater)	260.00
b. Pet -dog/cat (except service animal)	100.00
d. Pet - guinea pigs, rabbits, birds, fish, lizards	50.00

**EXHIBIT D -- PET POLICY**

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

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

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

**Payment**

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

The HA will, in addition, charge a refundable pet deposit of \$100 for each dog or cat and \$50 for either one or two guinea pigs, hamsters, rabbits, birds or fish in aquarium or lizards.

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

**Limitations**

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

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

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

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

Fish aquariums must not exceed 15 gallons of water.

**Registration**

Registration must include the following:

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

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

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

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

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

**Animal Restraint**

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

**Sanitation Standards**

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

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

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

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

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

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

**Potential Problems and Solutions**

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

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

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

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

Excluded from the premises are all animals and/or pets not owned by residents, except for service animals.

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

Residents who violate these rules are subject to:

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

Lease termination proceedings.

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

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

**Exceptions:**

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

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

**EXHIBIT E -- SERVICE ANIMAL POLICY**

(Policy regarding animals that assist persons with disabilities)

**Background**

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

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

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

**Definitions**

**Disability:**

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

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

**Medical Professional:**

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

**Pet:**

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

**Service/Companion Animal:**

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

considered to be pets. A person with a disability uses a service animal as an auxiliary aid similar to the use of a cane, crutches or wheelchair.

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

Examples include:

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

**Staff:**

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

**Tenant:**

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

**Request for a service animal accommodation**

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

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

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

- The name, address and phone number of the medical professional
- The requested accommodation

HA authorization for guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal will be given on a year-by-year basis. Service animals do not need to wear any special identifying gear such as tags, harnesses or capes. A tenant may train his or her own service animal and is not required to provide any information about training or the specific tasks the animal performs.

**Supervision:**

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

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

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

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

**Limitation on number of animals**

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

**Limitation on size/weight of animals**

The expected adult weight of a companion animal or emotional support animal must not exceed 20 pounds. No immature companion animal or emotional support animal of 20 pounds will be allowed.

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

Fish aquariums must not exceed 15 gallons of water.

**Sanitation standards/cleanup rules**

- Never allow the service animal to defecate on any property, public or private (except the tenant's own exclusive use area), unless the tenant immediately removes the waste.
- Always carry equipment sufficient to clean up the animal's feces whenever the service animal is in the common areas or outside of the tenant's unit.
- Properly dispose of waste and/or litter. If a litter box is used in the apartment, it must be emptied daily and contents placed in a heavy plastic bag into the garbage container immediately.
- Take adequate precautions to eliminate any animal or pet odors within or around the apartment and maintain the apartment in a sanitary condition at all times.
- Contact Staff if arrangements are needed to assist with cleanup (at the tenant's expense).

- The guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal are to be fed inside the apartment. Feeding is not allowed on porches, sidewalks, patios or other outside area. Tenants are prohibited from feeding stray animals. The feeding of stray animals will constitute having a pet without permission of the Housing Authority.
- Resident will not alter their unit, patio or any other area to create an enclosure for the guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal.

**Service animal accommodation**

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

**Fees**

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

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

**Potential problems and solutions**

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

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

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

animal or emotional support animal to a humane society. Cost of this professional care will be borne by the tenant.

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

The authorization for a guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal may be revoked at any time subject to the Housing Authority's grievance procedure if the pet becomes destructive or a nuisance to others, or if the tenant fails to comply with this policy.

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

Residents who violate this Service Animal Policy are subject to:

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

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

Management may designate certain areas off limits to service animals, such as in the swimming pool or any other area where a significant health or safety hazard may exist. Such designations should not infringe upon the right of a person with disabilities to fully enjoy the amenities of the community.

### **Registration**

Registration must include the following:

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

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

The tenant agrees to indemnify, defend and hold harmless from and against any and all claims, actions suits, judgments and demands brought by tenant's guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal. Any

injury or damage to persons or property caused by tenant's guide animal, hearing animal, assistance animal, seizure response animal, companion animal or emotional support animal shall be the liability of said tenant. At the tenant's discretion and expense, tenant is responsible for securing liability insurance for such purpose.

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

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

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

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

If the rent is not paid by the fifth of the month, a 14-day notice will be prepared and served or posted and mailed to the tenant. The notice is a requirement of the Federal Regulations to advise the tenant that they are being considered for eviction for non-payment of rent and they have 14 days to contact the Housing Authority office for payment or to make arrangements to pay. If no payment is made within the fourteen-day period, an unlawful detainer will be filed with the court. A court date is set and if judgment is received in court and the tenant's appeal period has elapsed, a writ of possession will be filed to remove the tenant from the dwelling.

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

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

**Write-Offs**

Money owed for rent or damages will be billed to the tenant within 21 days of vacating the unit. The bill will be mailed to the last known address. A record of the amount owed is kept as long as it seems feasible to collect. When collection is not feasible, the account is sent before the Housing Authority Board of Commissioners for approval to write-off the outstanding debt in accordance with HUD guidelines. Write-offs will be done on a quarterly basis. A record of write-offs is kept indefinitely for collection at some future time.

**EXHIBIT G -- ALTERATION ADDENDUM**

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

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

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

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

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

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

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

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

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

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

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

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

Housing Authority of the County of Riverside by:

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

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

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

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

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

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

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

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

**Rules and Responsibilities:**

1. Rent is due on the first of each month and is considered delinquent on the 2nd of the month. Rent payments received after the fifth of the month will be assessed a late charge of \$30.00.
2. **Changes** in family income and composition must be **reported in writing within 10 days** of the change. The request to add family members must be approved in advance by the Housing Authority. It must be determined if the family member is eligible to be added to the household.
3. Bonafide visitors may remain overnight or for a visit not to exceed seven **cumulative** days in a six month period. Tenants will not house individuals or families who are without housing. This creates an overcrowded condition contrary to HUD directives, and is a lease violation.
4. Tenant families are responsible for the conduct of family members and guests. Tenants and guests should not disturb, annoy, or endanger your neighbors. Tenants are liable for any damages caused, other than normal wear and tear, including but not limited to, litter clean up, broken/missing screens, broken/cracked windows, damage to the walls from hanging pictures, mirrors, etc.
5. Tenants are responsible to help keep the complex clean. This includes ensuring that your trash is placed in the dumpster (please do not send small children to dispose of trash). Families should help keep the laundry rooms clean. For safety reasons, children are not permitted in the laundry rooms without adult supervision.
6. A reasonable standard of housekeeping must be maintained. Housekeeping habits which cause a hazard to the health, safety, and/or property are cause for termination of tenancy. An annual inspection will be done to check the unit to ensure that it is decent, safe and sanitary.
7. Vehicles: Tenants are to park in assigned parking spaces only where assigned, and otherwise only in marked parking spaces. Vehicles which block driveways or entrances, unauthorized vehicles parked in assigned parking, and/or inoperable or abandoned vehicles will be towed at owner's expense. Repairing or washing of vehicles is not allowed on the premises.
8. No pets are permitted without the written consent of the Housing Authority.
9. Waterbeds require prior written consent & possible increased security deposit.
10. Bikes, skates, toys, items of furniture, etc. must not be left outside of the unit. Patios are not to be used for storage, with the exception of Bar-B-Que's or patio furniture. Any items left outside will be removed at the tenant's expense.
11. Stoves and refrigerators furnished by the Housing Authority are not to be removed from the unit. Excess or inoperable appliances are not to be left inside, outside, or anywhere on the property. For safety reasons, refrigerators must be used in the kitchen area provided.
12. Tenants, family members or guests are not permitted on the roofs.
13. Television and sound equipment must be utilized at a volume level that will not interfere with neighborhood peace and quiet. Tenants may not install any outside antenna or satellite dish without a signed agreement with the HA.
14. Where drapes or mini blinds are provided, tenants shall not replace with their own.

- 15. No washers/dryers are permitted unless the unit has the appropriate hook-ups.
- 16. Tenants are not allowed to change the locks under any circumstances. Replacement or repair of doors/locks must be done by our maintenance staff.
- 17. No signs, signals or advertisements shall be affixed to any part of the premises without written permission of the Housing Authority. Holiday decorations and lights must be fully contained inside the unit. No outside decorations/lights.
- 18. Curfew hours will be enforced (after 10 p.m. daily). Occupants are not to play, ride bikes/skateboards, etc. in the driveways, sidewalks and parking areas. Playing and loitering in stairways, halls and laundry rooms is prohibited. Playing near or riding on drive through gates or pedestrian gates is prohibited.
- 19. Provide a valid phone number for the unit in order to keep the gate system updated, where one is installed.
- 20. Provide information for all vehicles registered to your household, including the license plate numbers, in order to maintain an active listing of vehicles authorized to be on the property and park in resident parking.
- 21. Residents shall not in any way block any windows or doors necessary for emergency exit.

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

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



EXHIBIT K
HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE
Lease Agreement

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

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

2. Rental Rate: Tenant agrees to pay \$\_\_\_ per month, payable in advance on or before the first day of day of each month. The first payment is \$\_\_\_ for the period from \_\_\_ to \_\_\_. Monthly rent is delinquent if not paid by the second day of each month. On the sixth day of the month, a \$30.00 Administrative Late Fee will become due and payable within 14 days for any rent not received by the fifth of the month. Any check returned for non-sufficient funds (NSF) will be subject to a \$25.00 NSF fee in addition to the \$30.00 late fee and checks will no longer be accepted. Payments must be made payable to the Housing Authority of the County of Riverside. Payments must be paid in person or mailed to: 5555 Arlington Ave., Riverside, CA 92504 Monday through Friday 8:00 a.m. to 5:00 p.m. Office is closed on holidays. Contact by phone can be made at (800) 655-4228. Payments must be made by check or money order. Payments received will be applied to any outstanding balance first. Tenants who accrue more than three late charges in any twelve-month period will be subject to tenancy termination.

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

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

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

3. Utilities and Appliances: The HA will supply water, trash and sewer (except for El Dorado Garden Apts. where tenant pays the City of Riverside sewer with electricity). The HA shall also supply a stove and window

coverings. Tenant shall pay all other utilities and supply a refrigerator.

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

Name	Date of Birth	Name	Date of Birth

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

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

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

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

*(If checked)* The unit is a designated handicapped unit. Non-handicapped residents living in a designated handicapped unit will be required to move (at their own expense) when there is a handicapped family who requires the unit. A \$50.00 rent credit will be given the month they move to assist with the costs of transferring units.

**5. Security Deposit \$\_\_\_\_\_** (an amount equal to Tenant Rent or \$260, whichever is greater plus an addition to the security deposit of any pet deposit). (Please note: The amount of the required security deposit is less than required by state law. Based on the unit flat rent amount, the security deposit must not exceed two times the rent for an unfurnished apartment or three times the rent for a furnished apartment).

When a family moves out of the leased unit, the HA, subject to state and local law, may use the Security Deposit as reimbursement for any unpaid rent, damages to the unit, costs to clean the unit, costs to repair or replace personal property or other amounts that the Tenant owes under the law and in accordance with the Lease Agreement. The HA must give the Tenant a list of all items charged against the security deposit and the amount of each item within twenty-one (21) days of the vacancy. The Tenant is liable for any costs beyond the Security Deposit amount.

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

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

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

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

- (a) Not assign the lease or sublease the premises;
- (b) Not provide accommodations for boarders or lodgers;
- (c) Not make any alteration, repair or decoration to the premises without prior written consent of the HA. Resident shall not publicly display any sign or exhibit on the premises without the prior written consent of the HA. Any

alterations not approved are subject to charges as specified in our Statement of Policies and subject to removal at the tenant's expense;

- (d) Use the premises solely as a private dwelling and primary residence for the tenant and the tenant's household as identified in number 4 (Authorized Occupants) of this lease, and not use or permit its use for any other purpose;
- (e) Abide by necessary and reasonable regulations promulgated by The HA for the benefit and well-being of the housing project and the tenants which are posted in the project office and incorporated by reference in this lease;
- (f) Comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety;
- (g) Keep the premises and such other areas as may be assigned to him for his exclusive use in a clean and sanitary condition;
- (h) Dispose of all ashes, garbage, rubbish and other waste from the premises in a sanitary and safe manner;
- (i) Use only in a reasonable manner all electrical, water, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances. Excessive use of utilities may result in additional charges as per the Statement of Policies. Exterior water is for the use of Authorized HA Personnel only. Exterior water for personal use (car washing/wading pools) is prohibited;
- (j) Refrain from, and cause his household and guests to refrain from destroying, defacing, damaging, or removing any part of the premises or project;
- (k) Promptly pay the HA, within 14 days, for any and all assessed charges such as late fees, carport charges, and maintenance charges for the repair of damages to the premises (other than for normal wear and tear), project buildings, facilities or common areas caused by the tenant, his household or guests. Maintenance charges shall be assessed in accordance with Exhibit C of the Statement of Policies;
- (l) Conduct himself and cause household members or guests to act, in a manner which will not disturb other resident's peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe and sanitary condition;
- (m) Assure that they, any member of the household, guest or another person under the tenant's control shall not engage in any illegal or other activity that may interfere with the health, safety or right of other's peaceful enjoyment of the property which impairs the physical or social environment of the project, including sale or use of drugs or illegal narcotics or abuse or pattern of abuse of alcohol on or off the premises;
- (n) Not have more than two vehicles parked on the property. Vehicles must be currently registered, in operable condition, and be parked only in marked/assigned parking spaces;
- (o) Comply with HA reexamination process by providing true and complete information, and notify the HA in writing of any changes in family income or composition within 10 days of the change in order for the HA to make annual or interim determination with respect to rent, eligibility and the appropriateness of the dwelling size. The family must promptly (within 10 days) inform the HA of the birth, adoption or court-awarded custody of a child. The family must request HA approval in advance to add any other family member or other person as an occupant of the unit. If changes in the household composition indicate that a smaller or larger dwelling unit is justified, the tenant agrees to transfer to a more suitable unit in order to comply with this requirement;
- (p) Shall immediately notify the HA in the event of damage to the premises which creates a hazardous condition. If the damage was caused by a tenant, members of the tenant's family or guests, the reasonable cost of the repairs shall be charged to the tenant in accordance with Exhibit C of the Statement of Policies. The tenant must move from the dwelling unit if it is determined that continued occupancy of the unit poses a threat to the health or safety of the residents;
- (q) Not receive assistance for occupancy of any other unit assisted under any Federal housing assistance program during the term of this lease;
- (r) Certify that neither he, nor other members of the household have committed any fraud in connection with any Federal housing assisted program, unless such fraud was fully disclosed to the HA before execution of the lease;
- (s) In those dwelling units which include a garden area to which the tenant, his household and guests have

exclusive use, the tenant is required to perform normal maintenance such as litter removal, mowing, and watering necessary to maintaining the area of the patio, flower beds, and grounds in the immediate area around the unit;

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

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

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

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

**10. Pre-Occupancy and Move Out Inspections:** The HA and the tenant or his representative shall simultaneously inspect the premises prior to commencement of occupancy by the tenant. The HA will furnish the tenant with a written statement of the conditions of the premises, the dwelling unit and the appliances provided with the unit. The statement shall be signed by the HA and the tenant, and a copy of the statement shall be retained by

the HA in the tenant's folder. Upon receipt of written notification of either party's intention to terminate the tenancy, the tenant has the legal right to request an initial inspection of the rental unit within 14 days before the termination or the end of the lease date and be present during the inspection. The purpose of the inspection is to allow the tenant the opportunity to correct any deficiencies in the unit in order to avoid deductions from the security deposit. Tenant must contact the Landlord to request an initial inspection. The HA shall be further obligated to inspect the unit at the time tenant moves out of the unit. The tenant may make arrangements to participate in the move-out inspection unless the tenant vacates without notice to the HA.

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

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

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

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

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

- a) Failure to make payments due under the lease shall be cause for termination of tenancy.
- b) Other good cause or any violation of the Lease Addendum of Drug and Crime Free Housing shall be cause for termination of tenancy.
- c) Discovery after admission of facts that made the tenant ineligible.
- d) Discovery of material false statements or fraud by the tenant in connection with an application for assistance or with re-examination of income.
- e) The HA shall prohibit admission, and terminate tenancy to any individual who is subject to a lifetime registration under a State sex offender registration program.
- f) Failure to accept an offer of a new lease or lease revision in a timely manner.
- g) Failure of a family member to comply with the community service requirement.

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

- (a) 14 days in the case of failure to pay rent
- (b) a reasonable time considering the seriousness of the situation (but not to exceed 30 days):
  - (1) when the health or safety of other residents, HA employees or persons residing in the immediate vicinity of the premises is threatened or

- (2) if any member of the household has engaged in any drug-related criminal activity or violent criminal activity or
- (3) If any member of the household has been convicted of a felony
- (c) 30 days in any other case, except that if a State or local law allows a shorter notice period, such period shall apply.
- (d) The tenant shall give the HA 30 days advance written notice of his intention to terminate the lease and vacate the premises.

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

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

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

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

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

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

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

None of these provisions shall be construed to supersede any provision of any Federal, State, or local law that

provides greater protection than this section for victims of domestic violence, dating violence, sexual assault, or stalking.

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

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

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

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

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

**19. Legal Fees:** In the event of any legal action by the parties arising out of this Agreement, the losing party shall pay the prevailing party reasonable attorney’s fees up to a maximum of \$500.00 & costs in addition to all other relief.

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

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

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

**23. California Compliance Statement:** Proposition 65 does not apply to any city, county, district, state or federal government or agency. The HA is a Federal Agency. The following warning statement is provided for informational purposes. WARNING: This Property Contains Chemicals Known To The State Of California To Cause Cancer and Birth Defects Or Other Reproductive Harm. Proposition 65 requires all California businesses to

disclose that the premises may contain asbestos, a chemical known to the State of California to cause cancer, and other chemicals including but not limited to tobacco smoke, exhaust, lead, carbon monoxide and gasoline components known to the State of California to cause cancer and/or birth defects and other reproductive harm. These hazardous substances may be contained in some of the original building materials, in some of the products and materials used to maintain the property or present in the common areas of the property. A list of chemicals listed under proposition 65 is available from the Office of Environmental Health’s website: [www.oehha.org/prop65/prop65\\_list/newlist.html](http://www.oehha.org/prop65/prop65_list/newlist.html) or in the project office. Disturbance or damage to certain interior apartment surfaces may increase the potential exposure to these substances. Residents or their guest, employees and contractors shall not take or permit any action which in any way damages or disturbs the ceiling in the premises or any part thereof. Any alteration must be with prior written consent of owner. Resident agrees to notify Owner/Agent immediately if there is any damage to the ceiling.

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

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

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

- (a) The satellite dish must be one meter or less in diameter.
- (b) The satellite dish may only be installed on the inside of the dwelling unit, balcony, patio or terrace that is under the exclusive use of the Resident. Resident acknowledges that some dwelling units do not have an exclusive use patio. Patios that open to a common area are not exclusive use patios. Said satellite dish, or any part thereof, shall not extend beyond the balcony, patio or terrace railing.
- (c) Resident is specifically prohibited from making physical modifications to the premises and is prohibited from installing said satellite dish in the common areas of the premises, including by not limited to, outside walls, roofs, door jambs, fascia (trim), window sills of the building or any other location that might impair the building’s weatherproofing or there is a risk of striking electrical or water lines. Resident shall not install said satellite dish in a manner which alters the unit or causes physical or structural damage to the premises, excluding ordinary wear and tear, including but not limited to, holes drilled through exterior walls.
- (d) Resident shall hire a professional to install, maintain and remove said satellite dish at the Resident’s expense and the owner’s maintenance staff will supervise the installation. Satellite dish must be securely mounted. A

tripod or other portable, heavy object may be used but must be anchored in a safe manner and not to interior or exterior walls, floors, ceilings, existing patio or walkway decks. Satellite dish must be mounted in such a manner that it cannot become dislodged. A “flat” cable may be used under a door jam in a manner that does not interfere with proper operation of the door. *If a “flat” cable is not used in the above manner then the cable line must be installed within the current cable lines that already exist within the interior walls and the connection must be made in such a fashion that when dish is removed, it will not impair normal operation of the cable line.* Resident may not hang a dish out the window.

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

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

**27. Registered Sex Offenders Notice:** The California Department of Justice, sheriff’s departments, police departments serving jurisdictions of 200,000 or more and many other law enforcement authorities maintain for public access a data base of locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The data base is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a “900” telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the “900” telephone service.

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

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

- (a) Tenant, any member of the tenant’s household, or a guest or other person under the tenant’s control shall not engage in violent criminal activity, including drug-related criminal activity, on or off the property’s premises. “Drug-related criminal activity” means the illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use a controlled substance (as defined in Section 102 of the Controlled Substance Act, 21 U.S.C. 802).
- (b) Tenant, any member of tenant’s household, or a guest or other person under tenant’s control, shall not engage in any act intended to facilitate criminal activity, including drug-related criminal activity, gang activity, sexual offenses which endanger the safety of other residents or the social climate of the project, or illegal defacement of property with graffiti, on or off public or private property and premises.

- (c) Tenant or members of the household will not permit the dwelling unit to be used for or facilitate criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.
- (d) Tenant or members of the household will not engage in the manufacture, sale or distribution of illegal drugs at any location, whether on or off project premises or otherwise.
- (e) Tenant, or any member of the tenant’s household, or a guest or other person under tenant’s control shall not engage in the abuse or pattern of abuse of alcohol in a way that the HA determines may interfere with the health, safety or right to peaceful enjoyment of the premises by other residents.
- (f) Tenant or members of the household, or a guest or other person under tenant’s control shall not engage in acts of violence or threats of violence, including, but not limited to, the unlawful discharge of firearms, threatening and/or brandishing of weapons likely to cause serious bodily injury, or acts likely to provoke an act of violence on or off property premises.
- (g) VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR THE TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and a material noncompliance with the lease. It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation under this Addendum shall not require criminal conviction, but may exist by a preponderance of the evidence.

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

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

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

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

Tenant \_\_\_\_\_ Date \_\_\_\_\_  
 Tenant \_\_\_\_\_ Date \_\_\_\_\_  
 Tenant \_\_\_\_\_ Date \_\_\_\_\_  
 Tenant \_\_\_\_\_ Date \_\_\_\_\_

**HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE**

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