

**Administrative Plan
for Agency-Owned Housing Units
of
The Area Housing Authority
of the County of Ventura**



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ADMINISTRATIVE PLAN FOR AGENCY-OWNED HOUSING UNITS

Policy Statement. It is the policy of the Area Housing Authority of the County of Ventura (hereinafter the Area Housing Authority) to assure equal affordable housing opportunity that is safe and decent for renters. The Area Housing Authority operates to maintain itself in a financially solvent manner by controlling annual expenses and by establishing tenant rents to ensure solvency.

This “Administrative Plan” applies only to housing units which are owned and operated by the Area Housing Authority, hereinafter referred to as “Agency-owned” units. Agency-owned assets will not be used to subsidize federally funded programs.

SECTION I. APPLICATIONS

This section sets forth the basic steps which are to be taken in obtaining and verifying information from applicant families for the purposes of determining whether they meet the conditions of eligibility for occupancy, as set forth in Section II.

A. Establishing an Application Pool

1. Applications are to be accepted from all renters seeking occupancy in Area Housing Authority’s Agency-owned housing units. Eligible applicants are those whose gross income meets the applicable income limits for occupancy as defined in Exhibit I, attached and incorporated herein.
2. The Area Housing Authority shall contact applicants annually to determine their continued interest. Notations of dates of contacts and applicant’s continued interest are to be made a part of the application record. Applications for which there is no confirmation of continued interest at least once annually shall be removed from the active file and deemed withdrawn.

B. Procedure Governing Receipt and Processing of Applications

1. The pre-application constitutes the basic record of each renter applying for occupancy. Each applicant (herein defined as any renting family member over the age of eighteen years) shall be required to supply information as called for on the pre-application, and sign the pre-application, attesting to the accuracy of the data provided.
2. The Area Housing Authority shall record on each pre-application the date and time it is received in the Area Housing Authority’s office. The pre-application, together with all other materials relating to the renter’s eligibility, shall be maintained in an active file for each eligible applicant.
3. If the Area Housing Authority determines from the initial application that the applicant is not eligible, the applicant shall be notified in writing. In such instances, the reasons for the determination of ineligibility shall be entered in the file. Files are kept at the Central Office and destroyed after a 3-year period.

C. Verification and Documentation of Application Data

Each applicant shall provide sufficient reliable documentation upon which the Area Housing Authority can base a determination of eligibility, rent to be paid, and size of dwelling required. Such documentation may include, but not be limited to:

1. Copy of Social Security card for all family members.
2. Copy of current Driver's License/picture I.D.
3. Copy of W-2 forms and/or other statements from employers to verify all sources and amounts of income. Copy of tax returns for the year preceding application.
4. Verification of other sources of income.
5. Copy of checking and savings account statements for the period of 6 to 12 months prior to the date of application or redetermination.
6. Proof of disability, if claimed.

When information received is not complete or adequate, the Area Housing Authority staff shall inform the applicant and request supplemental or additional information.

D. Summary of Verification Data

As verification of all necessary items described in Section I.C. is completed, a summary of conclusions shall be entered in the applicant file. The summary shall address the following determinations and the basis for each:

1. Eligibility of the applicant with respect to income limits for occupancy, if applicable;
2. Rent which the applicant shall pay;
3. Size of the unit to which the applicant would be assigned.

E. Review of Eligibility Findings Prior to Occupancy

Prior to occupancy, each applicant shall provide a statement reporting any change in employment income or family composition. Staff shall determine the effect of any reported changes on eligibility, rent, or unit size.

F. Illegal Activities Briefing

At the time of application, each applicant shall be provided with a copy of the Area Housing Authority's Lease Addendum for Drug-Free Housing. Each household member 18 years and older shall sign a statement signifying his/her understanding that, if after housing is offered and accepted, any violation of the terms of this addendum occurs, that shall be cause for termination of tenancy.

G. Notification to Applicants of their Status

1. The Area Housing Authority shall promptly provide written notification to any applicant determined to be eligible for occupancy. The notification shall include notice to the applicant of his/her obligations to inform the Area Housing Authority of continued interest to maintain an active application.
2. The Area Housing Authority shall promptly provide written notification to any applicant determined to be ineligible for occupancy of his/her ineligibility, and the basis of the determination.

SECTION II. ELIGIBILITY OF APPLICANTS

Eligibility for Occupancy: To be eligible for occupancy in an Agency-owned housing unit, applicants must meet all of the requirements set forth in Section II.A. or qualify under Section II.B.

A. General Eligibility

1. Qualify in one or more categories, as defined in Section IX.;
2. Have a gross family income that does not exceed the income limits for occupancy as defined in Exhibit I, attached and incorporated herein; and
3. Demonstrate an ability to assume financial responsibility, i.e. a conscientious concerned person who indicates a willingness to meet rent obligations and has the ability to do so; social responsibility, i.e. respect for the rights of neighbors and/or others sharing the same building, abstention from illegal drug use/sale, violent criminal activity, etc.; and housekeeping responsibility, i.e., a concern for the appearance, safety, and upkeep of the residence.
4. Any illegal activity such as, but not limited to, drug possession/dealing, weapons possession, drunk and disorderly conduct by a family member, will be grounds for denial of tenancy.

Applicants may be determined ineligible and removed from the waiting list if one or more eligibility criteria is not met.

B. Fair Housing Policy

The foregoing priorities and preferences, as defined the Fair Housing Policy, shall be followed according to unit size required by each eligible family without regard to race, creed, color, national origin, religion, sex, marital status, ancestry, handicap, or sexual orientation.

C. Date and Time Sequence

In the event that two or more eligible applicants apply for the same unit size with identical status, the date and time sequence of applications shall govern selection with the applicant who filed the earliest being offered the first available vacancy of appropriate size.

D. Refusal of Dwelling Offered

An applicant may reject, or refuse to occupy promptly, suitable units at any location and still be entitled to the next available unit. If the applicant rejects the offer, other than for a justifiable reason, he/she shall be removed from the waiting list. Each file shall contain notations reflecting the date of the offer, location of the unit, and the applicant's response.

If 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 or her inability to move, the applicant shall retain his or her place on the eligible applicant list and be offered the next vacancy of appropriate size.

E. Transfer of Tenants

1. Transfer of a family from one Agency-owned housing unit to another operated by this Housing Authority, when such family is eligible for continued occupancy in the dwelling to which it is transferred, shall not be subject to the criteria contained in this section. When a dwelling has become unsuitable to a tenant because of occupancy standards (Section IV.), the tenant shall be required to move to a dwelling of appropriate size as soon as is feasible. Tenants may be required by the Housing Authority to transfer for other reasons.
2. Transfer of a family from one Agency-owned housing unit to another operated by this Housing Authority, shall also occur when such family is residing in a unit designated for the physically handicapped and the family is no longer in need of such a unit.

F. Verification Process

Funding requirements necessitate that the factors of eligibility and Total Tenant Income be verified by the Area Housing Authority. Area Housing Authority staff will obtain written verification from independent sources whenever possible and will document tenant files whenever third-party verifications are not possible. Applicants must provide true and complete information to the Area Housing Authority whenever information is requested. The Area Housing Authority's verification requirements are designed to maintain funding requirements. This section explains the Area Housing Authority's procedures and standards for verification of income, assets, family status, and changes in family composition. The Area Housing Authority will obtain proper authorization from the family before requesting information from independent sources.

G. Methods of Verification and Time Allowed

The Area Housing Authority will verify information through the four methods of verification acceptable to the Area Housing Authority in the following order:

1. Third-Party Written: The Area Housing Authority's first choice is a written third-party verification to substantiate claims made by an applicant or resident.
2. Third-Party Oral: The Area Housing Authority may also use telephone verifications.
3. Review of Documents: The Area Housing Authority will review documents, when relevant, to substantiate the claim of an applicant or resident.
4. Certification/Self-Declaration: A notarized statement, affidavit, certification, or statement made under penalty of perjury, and witnessed by Area Housing Authority staff.

The Area Housing Authority, subsequent to receipt of an application, will allow 10 days for return of third-party verifications and 10 days to obtain other types of verification before going to the next method. The Area Housing Authority will document the file as to why third-party verification was not used.

For applicants, verifications may not be more than 60 days old.

H. Third-Party Written Verification

Third-party verification is used to verify information directly with the source. Third-party written verification forms will be sent and returned via first class mail. The family will be required to sign an authorization for the information source to release the specified information.

Verifications received electronically, directly from appropriate sources such as employer(s) or landlord(s), are considered third-party written verifications.

The Area Housing Authority will not accept verifications delivered by the applicant as third-party documents, except computerized printouts from the following appropriate agencies:

1. Social Security Administration
2. Veterans Administration
3. Ventura County Human Services Agency
4. Unemployment Compensation Board
5. City or County Courts
6. Child Support
7. W-2
8. IRS (Internal Revenue Service)

I. Third-Party Oral Verification

Oral third-party verification will be used when written third-party verification is delayed or not possible. When third-party oral verification is used, staff will be required to complete a Certification of Document Viewed or Person Contacted form, noting with whom they spoke, the date of the conversation, and the facts provided. If oral third-party verification is not available, the Area Housing Authority will compare the information to any documents provided by the applicant. If provided by telephone, the Area Housing Authority must originate the call.

J. Review of Documents

In the event that third-party written or oral verification is unavailable, or the information has not been verified by the third party within 2 weeks, the Area Housing Authority will annotate the file accordingly and utilize documents provided by the family as the primary source, if the documents provide complete information.

All such documents, excluding government checks, will be photocopied and retained in the applicant's file. In cases where documents are viewed which cannot be photocopied, staff viewing the document(s) will complete a Certification of Document Viewed or Person Contacted form.

The Area Housing Authority will accept the following documents from the applicant, provided that the document is such that tampering would be easily noted:

1. Printed wage stubs.
2. Computer printouts from the employer.
3. Signed letters (provided that the information is confirmed by phone).
4. Other documents noted in this section as acceptable verification.

The Area Housing Authority will accept faxed documents and photocopies.

If third-party verification is received after documents have been accepted as provisional verification, and there is a discrepancy, the Area Housing Authority will utilize third-party verification.

The Area Housing Authority will not delay the processing of an application beyond 14 days because a third-party information provider does not return the verification in a timely manner.

K. Self-Certification/Self Declaration

When verification cannot be made by third-party verification or review of documents, applicants will be required to submit a self-certification. Self-certification means a notarized statement, affidavit, certification, or statement made under penalty of perjury pursuant to the laws of the State of California and must be witnessed by the Area Housing Authority.

L. Release of Information

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

Each member of the applicant's family requested to consent to the release of specific information will be provided with a copy of the appropriate forms for his/her review and signature.

Applicant refusal to cooperate with any prescribed verification system will result in denial of occupancy or termination of housing because it is the applicant's obligation to supply information and sign consent forms requested by the Area Housing Authority.

M. Items to be Verified

The following items will be verified:

1. All household income.
2. Zero-income status of household.
3. Zero-income applicants and residents will be required to complete a family expense form at each certification or recertification.
4. Full-time student status including high school students who are 18 or over.
5. Current assets including assets disposed of for less than fair market value in preceding 2 years.

6. Disability assistance expenses to include only those costs associated with attendant care or auxiliary apparatus for a disabled member of the family, which allow an adult family member to be employed.
7. Legal identification of all applicant family members.
8. U.S. citizenship/eligible immigrant status.

N. Joint Custody of Children

Children who are subject to a joint custody agreement but live with one parent at least 51% of the time will be considered members of the household. "51% of the time" is defined as 183 days of the year, which do not have to run consecutively.

There will be a self-certification required of applicants who claim joint custody or temporary guardianship.

When both parents are on the waiting list and both are trying to claim the child, the parent whose address is listed in the school records will be allowed to claim the school-age child as a dependent.

O. Verification of Status Before Occupancy

The Area Housing Authority will not provide housing to any applicant prior to the verification of eligibility for the individual or at least one member of the family pursuant to this section.

P. Other Criteria for Occupancy

The Area Housing Authority will apply the following criteria, in addition to the eligibility criteria, as grounds for denial of occupancy.

1. The applicant must pay any outstanding debt owed to the Area Housing Authority or another private landlord.
2. No member of the applicant's family may have been evicted from any housing in the last 3 years.
3. The Area Housing Authority may check criminal history, up to and including 3 years, for all adults in the household to determine whether any member has violated any of the prohibited behaviors.

The Area Housing Authority may perform the following types of tenant screening activities:

1. Criminal background check
2. Credit check
3. Landlord reference
4. Megan's Law

If any applicant deliberately misrepresents the information on which eligibility or tenant rent is established, the Area Housing Authority may deny housing and may refer the family file/record to the proper authorities for appropriate disposition.

If any member of the applicant's family fails to sign and submit consent forms for obtaining information required by the Area Housing Authority, they will be denied tenancy.

Q. Tenant Screening

The Area Housing Authority will take into consideration any of the criteria for occupancy described elsewhere in this document. The Area Housing Authority will screen the applicant's family behavior for suitability for tenancy.

The Area Housing Authority is responsible for screening and selection of the family to occupy the unit. The Area Housing Authority is responsible for screening families based on their tenancy histories, including such factors as:

1. Payment of rent and utility bills;
2. Caring for a unit and premises;
3. Respecting the rights of other residents to the peaceful enjoyment of their housing;
4. Drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others; and
5. Compliance with other essential conditions of tenancy.

The tenant will give the Area Housing Authority:

1. The family's current and prior addresses;
2. The name(s) and address(es) of landlord(s) at the family's current and prior address(es);
3. Documented information regarding tenancy history from previous landlord(s), upon written request.

SECTION III. RENT AND DEPOSIT DETERMINATION

A. Rent

Rent charged shall be determined by the Area Housing Authority.

B. Deposits and Charges

A security deposit shall be required of all tenants (see Exhibit III), which shall be payable at the time of housing, unless it imposes a financial hardship, in which event the staff may provide for installment payments within its guidelines. Such deposits shall be retained until occupancy is terminated. Any charges, unpaid rent and/or other debts owed to the Housing Authority may be deducted from the deposit. Notification of charges will be mailed within 21 days of turning in the keys to the Manager. Current residents may not use security deposits to pay for monthly rent or any other charges.

SECTION IV. LEASING OF DWELLING UNITS TO ELIGIBLE FAMILIES

A one-year and/or six-month (pending funding) rental agreement is to be entered into between this Housing Authority and each of its tenant families. The rental agreement is to be kept current at all

times and is to reflect the rent being charged and the conditions governing occupancy. After one year, the lease shall become month-to-month.

A. Execution of Rental Agreement

1. Every adult member of each applicant's family accepted as a tenant is required to execute a rental agreement prior to actual occupancy. A copy of the agreement shall be provided to the tenant(s) and the original shall be filed in the permanent record folder established for the family.
2. If, for any reason, any of the signers of the rental agreement ceases to be a member of the tenant's family occupying the unit, the agreement shall be void, and a new rental agreement shall be executed and signed by each adult member of the family, provided the family remains eligible for continued occupancy of the unit.
3. If any family member is added to the family occupying the unit, the rental agreement shall be void and a new rental agreement shall be executed and signed by each adult member of the family, provided the family remains eligible for continued occupancy of the unit.
4. If a tenant family transfers to a different housing unit operated by this Housing Authority, the existing rental agreement shall be void and a new rental agreement shall be executed.

All copies of amendments to the rental agreement shall be in writing, and a copy shall be provided to the tenant(s).

B. Occupancy Guidelines

1. Standards Used to Determine Acceptability of Unit Size

To avoid overcrowding and maximize use of space, dwellings may be assigned in accordance with the occupancy guideline set forth below, if applicable. Families may be required to move if the unit is overcrowded or under-occupied.

2. Standards Used to Assign Unit Size

Unit Size	Maximum Number of Persons In Household
Studio	1
1 bedroom	2
2 bedroom	4
3 bedroom	6
4 bedroom	8
5 bedroom	10

3. Counting Household Members

Every family member of the applicant, regardless of age, is to be counted as a person. An unborn child may also be counted as a person. A full-time student residing away from home during the school year who continues to maintain a permanent residency with the family may be considered a family member.

SECTION V. REVIEW OF TENANT ELIGIBILITY AND INCOME

A. Purpose and Interval

To assure that tenancy in the housing units is targeted to families meeting the eligibility requirements for continued occupancy, and that such families are charged appropriate rents, the eligibility status and the family income of each tenant is to be reexamined and redetermined once every year.

B. Reexamination Procedures

Data assembled at the time of the reexamination is to be filed in the folder set up for the tenant's family at the time of admission.

1. Application: On or before the one year anniversary date, the Area Housing Authority shall provide the tenant with an Application to Review Tenancy. Each member of the tenant family over the age of eighteen years shall sign the completed form.
2. Documentation of data: To assure completeness and accuracy of the information on which determinations of eligibility for occupancy and size of dwelling are made, each tenant shall provide supporting information documenting family income, size and composition.
3. Summary of verified data: Upon verification of information submitted, a summary shall be entered on the application which indicates the following:
 - a. Eligibility of the tenant group or remaining member(s).
 - b. Eligibility of the tenant's family with respect to income limitation.
 - c. Size of the dwelling unit required.
 - d. Rent which family is to pay.

C. Eligibility for Continued Occupancy

To be eligible for continued occupancy in the Agency-owned housing unit operated by this Area Housing Authority, occupant(s) must be those:

1. Who qualify as a family as defined in Section IX.8., or who is the remaining member of a tenant's family, as defined in Section IX.14.;
2. Who conform to the occupancy standards set forth in Section IV.B.;
3. Who indicate: (1) a willingness to assume financial responsibility; e.g. a conscientious concern for meeting rent obligations, and (2) social responsibility, e.g. respect for the rights of neighbors and/or others sharing the same building, abstention from illegal drug use/sale, etc.; and (3) housekeeping responsibility, e.g. a concern for the appearance, safety, and upkeep of the residence.

D. Action Required Following Reexamination

1. Notice of Determination

Upon review of the application and verified supporting data, notification of applicant's family eligibility will be rendered in writing and, if ineligible, action to be taken.

- a. Change in Family Size. If the size or composition of the family no longer complies with the occupancy standards set forth in Section IV.B., the notice shall inform the family of any change to be made in the size and location of the dwelling occupied.
- b. Change in Eligibility Based on Income. If the Area Housing Authority determines that a family's income is sufficient to obtain and maintain accommodations on the private market, the Executive Director (or Designee) shall have discretion to:
 - i. Provide notice of a rent increase (pursuant to Exhibit II) and permit continued occupancy; or
 - ii. Provide notice to terminate the tenancy.

SECTION VI. FAMILY DEBTS TO THE AREA HOUSING AUTHORITY

A. Introduction

This section describes the Area Housing Authority's policies for the recovery of monies. It describes the methods that will be utilized for collection of monies and the guidelines for different types of debts. It is the Area Housing Authority's policy to meet the informational needs of tenants and to communicate the rules in order to avoid family debts. Before a debt is assessed against a family, the file must contain documentation to support the Area Housing Authority's claim that the debt is owed. The file must further contain written documentation of the method of calculation, in a clear format for review by the family or other interested parties.

When families owe money to the Area Housing Authority, the Area Housing Authority will make every effort to collect it. The Area Housing Authority will use a variety of collection tools to recover debts including, but not limited to:

1. Requests for lump sum payments.
2. Civil suits (small claims court).
3. Payment agreements.
4. Abatements.
5. Reductions.
6. Collection agencies.
7. Eviction (process as determined through Legal Counsel).

B. Payment Agreement for Tenants

A payment agreement, as used in this guideline, is a document which may be entered into between the Area Housing Authority and a person who owes a debt to the Area Housing Authority. It is similar to a promissory note, but contains more details regarding the nature of the debt, the terms of payment, any special provisions of the agreement, and the remedies available to the Area Housing Authority upon default of the agreement.

The maximum amount for which the Area Housing Authority will enter into a payment agreement with a family is \$1,000.

The minimum amount that the agency will enter into is \$50.

C. Payment Schedule for Monies Owed to the Area Housing Authority

Initial Payment Due

<u>Amount Owed</u>	<u>% of Total Amount</u>
0 - \$ 500	20%
\$501 - \$ 750	15%
\$751 - \$1,000	10%

Monthly Payments

<u>Amount Owed</u>	<u>Maximum Term</u>
0 - \$ 500	6 months
\$501 - \$ 750	10 months
\$751 - \$1,000	12 months

There are some circumstances in which the Area Housing Authority will not enter into a payment agreement. They are:

1. If the tenant already has a payment agreement in place.
2. If the Area Housing Authority determines that the tenant has committed fraud.
3. If the Area Housing Authority determines that the debt, due to fraud and/or failure to report income, is so large that it would take more than 12 months to repay.

D. Debts Owed

If a family owes money to the Area Housing Authority for claims, the Area Housing Authority will require the family to pay the amount in full.

E. Late Payments

A payment will be considered to be in arrears if the payment has not been received by the close of the business day on which the payment was due. If the due date is on a weekend or holiday, the due date will be at the close of the next business day.

If the tenant's payment agreement is in arrears, the Area Housing Authority will require the immediate payment of the remaining balance, in accordance with Section VI.F.

If the tenant requests a move to another unit and has a payment agreement in place for the payment of a claim, and the payment agreement is not in arrears, the tenant will be permitted to move.

F. Guidelines for Payment Agreements

Payment agreements will be executed between the Area Housing Authority and all adult members in the tenant's household.

A payment agreement will be considered to be in default when it is in arrears for 10 days.

No move will be approved until the debt is paid in full, unless the move is the result of the following causes, and the payment agreement is current:

1. Family size exceeds the HQS (Housing Quality Standards) occupancy standards.
2. A natural disaster.

G. Additional Monies Owed

If the tenant already has a payment agreement in place and incurs an additional debt to the Area Housing Authority, the Housing Authority will not enter into another (more than one) payment agreement with the tenant and any new debts must be paid in full.

H. Writing Off Debts

Debts will be written off if:

1. The debtor's whereabouts are unknown and the debt is less than \$300 and more than 3 years old.
2. A determination is made that the debtor is judgment proof.
3. The debtor is deceased.
4. The debtor is confined to an institution indefinitely or for more than 3 years.

SECTION VII. PET POLICY

A. Introduction

The Area Housing Authority has the discretion to decide policies pertaining to the keeping of pets in housing units. This section explains those policies and any criteria or standards pertaining to the policy. The rules adopted are reasonably related to the legitimate interest of the Area Housing Authority to provide a decent, safe and sanitary living environment for all tenants, to protecting and preserving the physical condition of the property, and the financial interest of the Area Housing Authority.

The purpose of this policy is to establish the policy and procedures for ownership of pets in elderly/disabled and family units and to ensure that no applicant or resident is discriminated against regarding admission or continued occupancy because of ownership of pets. It also establishes reasonable rules governing the keeping of common household pets.

Family units will not be allowed to have cats or dogs.

However, nothing in this policy or the dwelling lease limits or impairs the right of persons with disabilities to own animals that are used to assist them.

B. Animals that Assist Persons with Disabilities

Pet rules will apply, with exception of height and weight limit, to animals that assist persons with disabilities. This exclusion applies to such animals that reside in housing and that visit these developments.

To be excluded from the pet policy, the resident/pet owner must certify:

1. That there is a person with disabilities in the household;
2. That the animal has been trained to assist with the specified disability; and
3. That the animal actually assists the person with the disability.

C. Management Approval of Pets

All pets must be approved in advance by Area Housing Authority management. The pet owner must submit and enter into a Pet Agreement/lease addendum with the Area Housing Authority, stating that the tenant acknowledges complete responsibility for the care and upkeep of the pet.

D. Registration of Pets for Senior Developments Only

Pets must be registered with the Area Housing Authority before they are brought onto the premises. Registration includes a certificate signed by a licensed veterinarian or State/local authority that the pet has received all inoculations required by State or local law, has been neutered or spayed, and that the pet has no communicable disease(s) and is pest-free. Registration must be renewed and will be coordinated with the annual recertification date and proof of license and inoculation will be submitted at least 30 days prior to annual reexamination.

Approval for the keeping of a pet shall not be extended pending the completion of these requirements.

E. Refusal to Register Pets

If the Area Housing Authority refuses to register a pet, a written notification will be sent to the pet owner stating the reason for denial and shall be served in accordance with the Area Housing Authority's Pet Policy.

The Area Housing Authority will refuse to register a pet if:

1. The pet is not a *common household pet* as defined in this policy;
2. Keeping the pet would violate the Pet Policy;

3. The pet owner fails to provide complete pet registration information, or fails to update the registration annually;
4. The Area Housing Authority reasonably determines that the pet owner is unable to keep the pet in compliance with the pet rules and other lease obligations. The pet's temperament and behavior may be considered as a factor in determining the pet owner's ability to comply with provisions of the lease.

The notice of refusal may be combined with a notice of pet violation.

A resident who cares for another resident's pet (while the resident is out of the unit) must notify the Area Housing Authority and agree to abide by all of the pet rules in writing.

F. Standards for Pets

Pet rules, as specified herein, will be applied to animals that assist persons with disabilities.

G. Types of Pets Allowed

No types of pets other than the following may be kept by a resident.

Dogs (seniors only)

1. Maximum number: one
2. Maximum adult weight: 25 pounds
3. Must be housebroken.
4. Must be spayed or neutered.
5. Must have all required inoculations.
6. Must be licensed as specified now or in the future by State law and local ordinance.
7. Must be on leash/harness at all times when outside tenant's unit.

Cats (seniors only)

1. Maximum number: one
2. Must be spayed or neutered.
3. Must have all required inoculations.
4. Must be trained to use a litter box or other waste receptacle.
5. Must be licensed as specified now or in the future by State law or local ordinance.
6. Must be on leash/harness at all times when outside tenant's unit.

Birds

1. Maximum number: two.
2. Must be enclosed in an acceptable cage at all times.

Fish

1. Maximum aquarium size: 20 gallons.
2. Must be maintained on an approved stand.

Rodents (rabbit, guinea pig, hamster, or gerbil ONLY)

1. Maximum number: two.
2. Must be enclosed in an acceptable cage at all times.
3. Must have any and all inoculations as specified now or in the future by State law or local ordinance.

Turtles

1. Maximum number: two.
2. Must be enclosed in an acceptable cage or contained at all times.

Reptiles of any kind will not be allowed.

H. Pets Temporarily on the Premises

Pets which are not owned by a tenant will not be allowed, except for service animals.

Residents are prohibited from feeding or harboring stray animals.

This rule excludes visiting pet programs sponsored by a humane society or other nonprofit organization and approved by the Area Housing Authority.

I. Additional Fees and Deposits for Pets

Tenants with animals must pay a pet deposit in the amount specified in the lease addendum. The resident/pet owner shall be required to pay a refundable deposit for the purpose of defraying all reasonable costs directly attributable to the presence of a pet. The amount must be paid prior to the date the pet is properly registered and brought into the apartment.

The Area Housing Authority reserves the right to change or increase the required deposit by amendment to these rules. The Area Housing Authority will refund the pet deposit to the tenant, less any appropriate charges pursuant to this pet policy, upon removal of the pet or the owner from the unit. The Area Housing Authority will return the pet deposit to the former tenant or to the person designated by the former tenant in the event of the former tenant's incapacitation or death.

The Area Housing Authority will provide the tenant or designee identified above with a written list of any charges against the pet deposit.

All expenses incurred by the Area Housing Authority as a result of damages directly attributable to the presence of the pet in the project will be the responsibility of the resident, including:

1. The cost of repairs and replacements within tenant's dwelling unit;
2. Fumigation of the dwelling unit;
3. Common areas of the project.

If the tenant is in occupancy when such costs incur, the tenant shall be billed for such costs as a current charge. If such expenses occur as the result of a move-out inspection, they will be deducted from the pet deposit. The resident will be billed for any amount which exceeds the pet deposit.

The expense of flea deinfestation shall be the responsibility of the resident.

Pet deposits are not a part of rent payable by the resident.

J. Alterations to the Unit

Residents/pet owners shall not alter their unit, patio, premises, or common areas to create an enclosure for any animal. Installation of pet doors is prohibited.

K. Pet Waste Removal Charge

A separate pet waste removal charge will be assessed against the resident for removal of a pet's defecation, inside or outside the unit, when the resident fails to properly dispose of such waste. The minimum charge shall be \$10 for each occurrence, up to 3 occurrences, at which time the policy will be revoked and may exceed that cost, depending upon the circumstance. Pet deposit and pet waste removal charges are separate from, and not part of, rent payable by the resident.

L. Pet Area Restrictions

Pets must be maintained within the resident's unit. When outside of the unit (within the building or on the grounds) dogs and cats must be kept on a leash/harness and under the control of the resident or other responsible individual at all times.

Pets are not permitted in common areas including lobbies, community rooms, and laundry areas, except for those common areas which are entrances to, and exits from, the building.

Residents/pet owners are not permitted to exercise pets or permit pets to deposit waste on project premises outside of the areas designated for such purposes. The Manager at each property shall inform residents of the appropriate designated areas.

M. Noise

Pet owners must agree to control the noise of pets so that such noise does not constitute a nuisance to other residents or interrupt their peaceful enjoyment of their housing unit or premises. This includes, but is not limited to, loud or continuous barking, howling, whining, biting, scratching, chirping, or other such activities.

N. Cleanliness Requirements

The resident/pet owner shall take adequate precautions to eliminate any pet odors within or around the unit and to maintain the animal and the unit in a sanitary condition at all times.

Litter Box Requirements

All animal waste or the litter from litter boxes shall be picked up immediately by the pet owner, disposed of in sealed plastic trash bags, and placed in a trash bin.

Litter shall not be disposed of by being flushed down a toilet. Litter boxes shall be stored inside the resident's dwelling unit.

Removal of Waste from Other Locations

The resident/pet owner shall be responsible for the removal of waste from the exercise area by placing it in a sealed bag and disposing of it in an outside trash bin.

O. Pet Care

No pet (excluding fish) shall be left unattended in any apartment for extended periods of time. Each resident/pet owner shall be responsible for adequate care, nutrition, exercise and medical attention for his/her pet.

Residents/pet owners must recognize that other residents may have chemical sensitivities or allergies related to pets, or may be easily frightened or disoriented by animals. Pet owners must agree to exercise courtesy with respect to other residents.

P. Responsible Parties

The resident/pet owner will be required to designate two responsible parties for the care of the pet if the health or safety of the pet is threatened by the death or incapacity of the pet owner, or by other factors that render the pet owner unable to care for the pet.

Q. Inspections

The Area Housing Authority may, after reasonable notice to the tenant during reasonable hours, enter and inspect the premises, in addition to other inspections allowed.

R. Pet Rule Violation Notice

If a determination is made on objective facts supported by written statements, that a resident/pet owner has violated the Pet Policy, written notice will be served by the Area Housing Authority.

The notice will contain a brief statement of the factual basis for the determination and the pet rule(s) which were violated. The notice will also state:

1. That the resident/pet owner has 7 days from the effective date of the service of notice to correct the violation or make written request for a meeting to discuss the violation;
2. That the resident/pet owner is entitled to be accompanied by another person of his or her choice at the meeting; and
3. That the resident/pet owner's failure to correct the violation, request a meeting, or appear at a requested meeting, may result in initiation of procedures to terminate the pet owner's tenancy.

If the pet owner requests a meeting within the 7-day period, the meeting will be scheduled no later than 7 calendar days after the effective date of service of the notice, unless the Area Housing Authority and pet owner agree to a later date based upon a written request from the pet owner.

S. Notice for Pet Removal

If the resident/pet owner and the Area Housing Authority are unable to resolve the violation at the meeting or the pet owner fails to correct the violation in the time period allotted by the Area Housing Authority, the Area Housing Authority may serve notice to remove the pet. The notice shall contain:

1. A brief statement of the factual basis for the Area Housing Authority's determination of the Pet Policy that has been violated;
2. The requirement that the resident/pet owner must remove the pet within 3 days of the notice; and
3. A statement that failure to remove the pet may result in the initiation of termination of tenancy procedures.

T. Termination of Tenancy

The Area Housing Authority may initiate procedures for termination of tenancy based on a pet rule violation if:

1. The pet owner has failed to remove the pet or correct a pet rule violation within the time period specified; and
2. The pet rule violation is sufficient to begin procedures to terminate tenancy under terms of the lease.

U. Pet Removal

If the death or incapacity of the pet owner threatens the health or safety of the pet, or other factors occur that render the owner unable to care for the pet, the situation will be reported to the responsible party designated by the resident/pet owner. This includes pets that are poorly cared for or have been left unattended for more than 8 hours.

If the responsible party is unwilling or unable to care for the pet, or if the Area Housing Authority, after reasonable efforts, cannot contact the responsible party, the Area Housing Authority may contact the appropriate State or local agency and request the removal of the pet. If the pet is removed as a result of any aggressive act on the part of the pet, the pet will not be allowed back on the premises.

V. Emergencies

The Area Housing Authority will take all necessary steps to ensure that pets which become vicious, display symptoms of severe illness, or demonstrate behavior that constitutes an immediate threat to the health or safety of others, are referred to the appropriate State or local entity authorized to remove such animals.

If it is necessary for the Area Housing Authority to place the pet in a shelter facility, the cost will be the responsibility of the tenant/pet owner.

SECTION VIII. CANCELLATION OF RENTAL AGREEMENT

A resident's tenancy may be terminated by the Area Housing Authority after proper notice to the tenant as provided in the rental agreement, this policy, and State law. Reasons for termination of tenancy may include, but are not limited to:

- A. Non payment of rent due under the rental agreement.
- B. Violation of terms of the rental agreement, including, but not limited to:
 - 1. Use or occupancy of the dwelling by persons other than those listed on the lease, except guests as permitted;
 - 2. Assignment of the rental agreement or sublease of the dwelling;
 - 3. Misrepresentation(s) by the tenant to the Area Housing Authority of facts material to the rental agreement;
 - 4. Interference with the quiet enjoyment of neighbors or adjacent property owners;
 - 5. Maintaining or permitting a nuisance on the premises;
 - 6. Violation of law by tenant in connection with occupancy of the premises;
 - 7. Violation of terms of Addendum for Drug-Free Housing;
 - 8. Refusal to permit reasonable inspections by the Area Housing Authority/owner;
 - 9. Failure to maintain the premises, equipment and furnishings, in good order and repair;
 - 10. Intentional damage to the premises, equipment or furnishings by a tenant or tenant family member;
 - 11. Illegal criminal activity by any family member.
- C. Partial or total destruction of the premises that renders the dwelling unlivable by reason of the destruction, or displacement resulting from necessary repairs.
- D. Ineligibility for continued occupancy in the leased property, this shall include, but not be limited to, City imposed occupancy requirements.
- E. Prolonged absence from the dwelling, in excess of 90 days, under circumstances that indicate the property is not being used as the usual or primary dwelling place of the tenant.
- F. If the Area Housing Authority has cause to believe that continued occupancy of a dwelling unit by a tenant constitutes a serious threat to the health or safety of other tenants or neighboring persons, the Area Housing Authority may terminate the tenancy of the tenant posing the threat or require the tenant family to move to another dwelling where the threat will be reduced.
- G. Sale or other disposition of tenant's unit by the Area Housing Authority.

SECTION IX. DEFINITION OF TERMS

1. Adult: All household members 18 years of age and older.
2. Applicant: Any person who has applied for rental of, and residence in, an Agency-owned housing unit.
3. Citizen: *Citizen* means a citizen or national of the United States; *National* means a person who owes permanent allegiance to the United States, for example, as a result of birth in a United States territory or possession.
4. Dependent: All members 17 years old and younger.
5. Disabled Person: A person is considered disabled if he/she meets the definitions contained in Section 223 of the Social Security Act or Section 102(7) of the Developmental Disabilities Assistance and Bill of Rights Act [42 U.S.C. Section 6001(7)].
6. Elderly Family: A family whose head or spouse (or sole member) is a person who is an elderly, disabled or handicapped person. An elderly family may include two or more elderly, disabled or handicapped persons living together, or one or more such persons living with one or more persons who are determined to be essential to their care or well being.
7. Elderly Person: A person who is 62 years of age or older.
8. Family: Means (1) a group of two or more persons related by blood, marriage or adoption, or who have evidenced a stable family relationship, living together in the same dwelling; or (2) single adult person living alone. There may also be considered as part of a family other persons who will live regularly as part of the family group (including members of the family temporarily absent) and whose income and resources are available for use in meeting the living expenses of the group. Lodgers are not included as family and are not allowed to reside at the residence (see Section IX.12.).
9. Handicapped Person: A person having a physical or mental handicap which: (1) is expected to be of a long and indefinite duration, (2) impedes his or her ability to live independently, and (3) is of such nature that the person's ability to live independently could be improved by more suitable housing.
10. Head of Household: That family member actually looked to and held accountable for the family needs.
11. Live-in Aide: A live-in aide is defined as a person who resides with an elderly, disabled or handicapped person and:
 - a. Is determined to be essential to the care and well being of the person;
 - b. Is not obligated to support the person; and
 - c. Would not be living in the unit except to provide necessary supportive services.

A relative may qualify as a live-in aide if all of these conditions are met.

The elderly, disabled or handicapped person needing the live-in aide does not have to be the head, spouse, or sole member of the family. Therefore, it is not necessary for a family to qualify as an "elderly family" to have a live-in aide.

The income of a live-in aide is not counted in determining the family's income. The live-in aide could not qualify for continued occupancy as a remaining family member.

12. Lodger: Any person who rents a room in another's home and is not a family member.
13. Minor: Means a person less than eighteen (18) years of age, except that a family head, spouse or unborn child shall not be considered a minor.
14. Remaining Member: The "remaining member" of a tenant family is a family member who remains in the unit when other members have moved out or have become deceased.
15. Rent: Defined as the net amount due from households, calculated on a monthly basis, under a rental agreement between a tenant family and Area Housing Authority for the use of the dwelling accommodation, equipment, services, and utilities supplied with the dwelling. Monthly rent does not include charges for utility consumption or miscellaneous sales and services not defined or included in the rental agreement.
16. Resident: Any person who is approved by the Area Housing Authority to live in an Agency-owned housing unit.
17. Serviceman: For the purpose of applying preferences, a "serviceman" means a person in the active military service of the United States. "Military or service of the United States" means only the Army, Navy, Air Force, Marine Corps, Coast Guard, and activated National Guard. Such service does not include Merchant Marine, Red Cross, or any other organization not actually part of the Military or Naval Service of the United States.
18. Single Person: A single person shall be defined as any adult living alone.
19. Total Family Income: All income from any source, whatsoever, before deductions or exemptions, including income stream from assets, anticipated to be received during the twelve months following occupancy or reexamination of family income by all persons including minors, actually occupying, or who are actually to occupy the dwelling, and by a family member temporarily separated from the group.
20. Utilities: Water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewer services. Telephone and cable TV service may not be included as a utility.

EXHIBIT I

INCOME LIMIT SCHEDULES, WHEN APPLICABLE

SCHEDULE OF INCOME LIMITS **FIXED BY THE AREA HOUSING AUTHORITY** **FOR ITS AGENCY-OWNED HOUSING UNITS**

GENERAL

Income eligible renters are defined as those whose income does not exceed 110% of the area median income (AMI) as defined by HUD (United States Department of Housing and Urban Development), and as noted in affordability agreements with the jurisdictions wherein the property is located. The Area Housing Authority's Agency-owned housing units are generally available to renters whose income is less than 80% of AMI, to enhance their ability to assume the minimum financial responsibility (i.e. pay a particular rent amount) required for this program's solvency. Receipt of conditional Federal, State, or local City funds used for acquisition and/or development of a property connote the number and income limit restriction, as may be required.

EXHIBIT II

RENT SCHEDULES

Rent Schedules are as determined by the Area Housing Authority for each site and associated with guidelines determined by the jurisdiction where the property is located.

EXHIBIT III

SECURITY DEPOSITS

The amount of the security deposit shall be one month's rent in accordance with the lease agreement.

Pursuant to California Civil Code Section 1950.5, should any of these dollar figures exceed an amount or value in excess of an amount equal to two month's rent, then the security deposit shall be limited to no more than two month's rent.